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# **STATE TRUSTEES LIMITED ENTERPRISE AGREEMENT 2010**

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**06 September 2010**

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## PART 1: APPLICATION AND OPERATION OF AGREEMENT

### 1 AGREEMENT TITLE

This Agreement will be known as the State Trustees Limited Enterprise Agreement 2010.

### 2 ARRANGEMENT

1. Agreement Title
2. Arrangement
3. Definitions
4. Commencement date of agreement and period of operation
5. Application of agreement and parties bound
6. No Further Claims
7. Individual Flexibility Arrangements
8. Savings provisions and relationship with other awards and agreements
9. Anti-discrimination

### 3 DEFINITIONS

In this document, unless otherwise provided:

- 3.1 "Accredited Assessor" - 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.
- 3.2 "AEA" means Alternative Employment Arrangement. An Employee employed pursuant to an alternative employment arrangement will be classified as Career Level 3(AEA) and is not eligible to accrue flexi-leave, and will not be entitled to overtime, annual leave loading, and will have a termination of notice period as specified in [sub-clause 14.1.2](#).
- 3.3 "Assessment Instrument" - the form 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.
- 3.4 "Base Salary" means total pre-tax salary or equivalent.
- 3.5 "Business Continuity Planning" – a structured, systematic and documented process that attempts to manage all significant business risks pro-actively by implementing appropriate preventative controls, other risk treatments and effective controls should a risk event occur.
- 3.6 "FWA" means Fair Work Australia or its successor bodies.
- 3.7 "CPSU" or "Union" means the Community and Public Sector Union - SPSF Group Victorian Branch.
- 3.8 "Disability Support Pension" - 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.
- 3.9 "Eligible Casual Employee" means a long term casual Employee of State Trustees Limited who has a reasonable expectation of continuing employment with State Trustees Limited on a regular and systematic basis.
- 3.10 "Employee" means an Employee of State Trustees Limited.
- 3.11 "Employer" means State Trustees Limited.
- 3.12 "Gross Salary" means total pre-tax and pre-salary sacrifice components.
- 3.13 "Nominated Representative" means a union representative or other advocate as nominated by the Employee. The nominated representative will generally speak on behalf of the Employee in situations where the Employee has chosen this type of representation.
- 3.14 "Reduced Salary" means gross salary less salary-sacrificed components.

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- 3.15** "Registered Health Practitioner" means a person registered, or licensed, as a medical practitioner under a law of a State or Territory that provides for the registration or licensing of medical practitioners.
- 3.16** Employee "Salary Package" means the combination of gross salary and compulsory superannuation contributions equating to the Total Employment Cost.
- 3.17** "Support Person" means another person who accompanies the Employee (e.g. a work colleague) provided such person has no formal role or part in proceedings.
- 3.18** "Supported Wage System" - means the Commonwealth Government system to promote employment for people who cannot work at full wages because of a disability, as documented in *Supported Wage System: Guidelines and Assessment Process*.
- 3.19** "FW Act" means the *Fair Work Act 2009* (Cth), as may be amended from time to time or any successor to that Act.
- 3.20** Full rate of pay means the rate of pay payable to an Employee, including all of the following:
- a) Incentive-based payments and bonuses;
  - b) Loadings;
  - c) Monetary allowances;
  - d) Overtime or penalty rates;
  - e) Any other separately identifiable amounts.

## 4 COMMENCEMENT DATE OF AGREEMENT AND PERIOD OF OPERATION

- 4.1** This Agreement will commence seven (7) days after the date of approval by Fair Work Australia and will have a nominal expiry date of 31 July 2013.
- 4.2** Alterations to conditions of employment provided for in this Agreement shall apply with effect from the commencement of this Agreement.

## 5 APPLICATION OF AGREEMENT AND PARTIES COVERED

- 5.1** This Agreement is made under Part 2-4 of the *FW Act* between State Trustees Limited and the Employees.
- 5.2** This Agreement applies to:
- 5.2.1** State Trustees Limited in respect of all Employees classified in Career Level 1, 2, 3, 3 AEA and 4 as outlined in [sub-clause 21.4](#), whose employment is, at any time when this Agreement is in operation, subject to this Agreement. This Agreement does not apply to any Employee on a Government Sector Executive Remuneration Panel (GSERP) employment contract.
  - 5.2.2** The Community and Public Sector Union if Fair Work Australia notes in its decision to approve the Agreement that the Agreement covers the Community and Public Sector Union.

## 6 NO FURTHER CLAIMS

- 6.1** This Agreement constitutes a final settlement of all the claims made by the Employees or Employer or their bargaining representatives.
- 6.2** This Agreement is intended to set out, or set out processes for determining, all the terms and conditions of employment of the Employees which will be subject to this Agreement for the period from the date of approval by FWA until the nominal expiry date.

## 7 INDIVIDUAL FLEXIBILITY ARRANGEMENTS

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- 7.1** An Employee and State Trustees Limited may enter into an individual flexibility arrangement pursuant to this clause in order to meet the genuine needs of the Employee and State Trustees Limited. An individual flexibility arrangement must be genuinely agreed to by the Employee and State Trustees Limited.
- 7.2** An individual flexibility arrangement may vary the effect of one or more of the following terms of this enterprise agreement:
- 7.2.1** remuneration arrangements for Senior Managers and Technical Specialists;
  - 7.2.2** arrangements about when work is performed;
  - 7.2.3** overtime rates;
  - 7.2.4** allowances;
  - 7.2.5** leave loading.
- 7.3** An Employee may nominate a representative to assist in negotiations for an individual flexibility arrangement.
- 7.4** State Trustees Limited must ensure that any individual flexibility arrangement will result in the Employee being better off overall than the Employee would have been if no individual flexibility arrangement were agreed to.
- 7.5** State Trustees Limited must ensure that an individual flexibility arrangement is in writing and signed by the Employee and State Trustees Limited. If the Employee is under 18, the arrangement must also be signed by a parent or guardian of the Employee.
- 7.6** State Trustees Limited must give a copy of the individual flexibility arrangement to the Employee within 14 days after it is agreed to.
- 7.7** State Trustees Limited must ensure that any individual flexibility arrangement sets out:
- 7.7.1** the terms of the enterprise agreement that will be varied by the arrangement;
  - 7.7.2** how the arrangement will vary the effect of the terms;
  - 7.7.3** 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
  - 7.7.4** the day on which the arrangement commences.
- 7.8** State Trustees Limited must ensure that any individual flexibility arrangement:
- 7.8.1** is about matters that would be permitted matters under section 172 of the Fair Work Act 2009 if the arrangement were an enterprise agreement;
  - 7.8.2** does not include any term that would be an unlawful term under section 194 of the Fair Work Act 2009 if the arrangement were an enterprise agreement; and
  - 7.8.3** provides for the arrangement to be terminated:
    - 7.8.3.1** by either the Employee or State Trustees Limited giving a specified period of written notice, with the specified period being not more than 28 days; and
    - 7.8.3.2** at any time by written agreement between the Employee and State Trustees Limited.
  - 7.8.4** An individual flexibility arrangement may be expressed to operate for a specified term or while the Employee is performing a specified role (such as acting in a specified higher position). Such an arrangement will terminate on expiry of the specified term or when the Employee ceases to perform the specified role, unless terminated earlier on notice or by agreement.

## **8 SAVINGS PROVISIONS AND RELATIONSHIP WITH OTHER AWARDS AND AGREEMENTS**

### **8.1 Exclusion of prior industrial instruments**

- 8.1.1** This Agreement operates to the exclusion of All Awards, Orders of the Commission, Pre-reform Certified Agreements and all previous Workplace Agreements.
- 8.1.2** However, any entitlement in the nature of an accrued entitlement to an individual's benefit, which has accrued under any such previous Certified Agreement or Australian Workplace Agreement, will not be affected by the making of this Agreement.

## **9 ANTI-DISCRIMINATION**

- 9.1** It is the intention of the Parties to this Agreement to continue to achieve the principle objective in section 3(m) of the FW Act which is respecting and valuing the diversity of the workforce. The parties will work together to help prevent and eliminate discrimination on the basis of race, colour, sex, sexual preference, age, physical or mental disability, marital status, family responsibilities, pregnancy, religion, political opinion, national extraction or social origin.
- 9.2** Accordingly, in fulfilling their obligations under the Disputes and Grievances procedures, the Parties will make every reasonable endeavour to ensure that neither the Agreement provisions nor their operation are directly or indirectly discriminatory in their effects.
- 9.3** Nothing in this Clause is to be taken to effect:
  - 9.3.1** Any different treatment (or treatment having different effects) which is specifically exempted under the Commonwealth anti-discrimination legislation;
  - 9.3.2** An Employee, State Trustees Limited or Registered Organisation pursuing matters of discrimination in any State or Federal jurisdiction, including by application to the Human Rights and Equal Opportunity Commission;
  - 9.3.3** The exemptions in sections 772 (3) and (4) of the FW Act.

## PART 2 – COMMUNICATION, CONSULTATION AND DISPUTES

### 10 IMPLEMENTATION OF CHANGE

- 10.1** This clause applies where State Trustees Limited has developed a proposal to implement major workplace change that is likely to have a significant impact on Employees. Major workplace change could include but is not limited to a restructure, the introduction of new technology or changes to existing work practices. In these circumstances, State Trustees Limited will:
- 10.1.1** Consult with the affected Employees and allow the affected Employees to nominate a representative for the purposes of this consultation.
  - 10.1.2** Advise the Affected Employees, CPSU or nominated representatives of the proposed changes as soon as reasonably practicable after the proposal to implement the change has been made.
  - 10.1.3** Advise the affected Employees of the likely effects of such changes on the Employees' working conditions and responsibilities.
  - 10.1.4** Advise the affected Employees of the rationale and intended benefits of such changes.
- 10.2** State Trustees Limited will regularly consult with affected Employees, CPSU or nominated representatives and give prompt consideration to matters raised by the Employees and where appropriate, provide training for the Employees to assist them to integrate successfully into the new structure.
- 10.3** In accordance with this clause, Employees, CPSU or nominated representatives may submit alternative proposals which will meet the indicated rationale and benefits of the proposal. Such alternative proposals must be submitted in a timely manner so as not to lead to an unreasonable delay in the introduction of any contemplated change. If such a proposal is made State Trustees Limited will give considered reasons to the Employees if it does not accept the proposals. Any dispute concerning the Parties' obligations under this clause shall be dealt with in accordance with [clause 11](#).
- 10.4** Indicative reasonable timeframes are as follows:
- 10.4.1** State Trustees Limited advises Employees;
  - 10.4.2** Employees response – within 5 working days following receipt of written advice;
  - 10.4.3** Meeting convened by either party (if required) – within 5 working days following request for meeting;
  - 10.4.4** Further State Trustees Limited response (if relevant) – within 5 working days following meeting;
  - 10.4.5** Employee alternative proposal (if applicable) – within 5 working days; and
- 10.5** State Trustees Limited to make final decision within 5 working days.
- 10.6 Consultative Committee**
- 10.6.1** A Consultative Committee will be established for the purposes of ensuring that any commitments made in relation to the State Trustees Limited Enterprise Agreement 2010 are implemented in a timely fashion and maintained according to the spirit in which they were made.
  - 10.6.2** The Consultative Committee will consist of appropriate representatives from State Trustees Limited Management and People and Culture, as well as CPSU workplace delegates.
  - 10.6.3** In addition, State Trustees Limited confirms the ability of Employees to raise matters of concern or importance, regardless of their nature, with appropriate CPSU workplace delegates at anytime.

- 10.6.4** The Consultative Committee will determine its own manner of operation, including frequency of meetings.
- 10.6.5** The Consultative Committee is to be implemented immediately upon the ratification of the State Trustees Limited Enterprise Agreement 2010.

## **11 DISPUTES AND GRIEVANCES**

- 11.1** Unless otherwise provided for in this Agreement, a dispute or grievance about a matter arising under this Agreement, (other than termination of employment) or a dispute or grievance in relation the National Employment Standards must be dealt with in accordance with this clause.
- 11.2** Informal process
  - 11.2.1** The matter will first be raised between the Employee and their Team Leader;
  - 11.2.2** If the matter is not resolved within seven calendar days, the Employee or their nominated representative will raise the matter with an appropriate Manager;
  - 11.2.3** If the matter is still not resolved after another seven calendar days, the Employee or their nominated representative will raise the matter with the appropriate General Manager;
  - 11.2.4** If the matter is still not resolved after another seven calendar days, the matter will be raised by the Employee or their nominated representative with People & Culture;
  - 11.2.5** If the matter still remains unresolved the provisions of Attachment A within this Agreement apply.
- 11.3** An Employee may have representation throughout the informal dispute resolution process.

## **12 WORKLOAD**

- 12.1** State Trustees Limited acknowledges the benefits to both the company and the Employee gained through Employees having a balance between both their professional and family life.
- 12.2** State Trustees Limited further recognises that the allocation of work must include consideration of the Employee's hours of work and wellbeing. Work will be allocated so that there is not an allocation that routinely requires work to be undertaken beyond an Employee's ordinary hours of work. However, State Trustees Limited may require an Employee to work overtime where:
  - 12.2.1** Such work is unavoidable because of work demands; and
  - 12.2.2** Reasonable notice of the requirement to work overtime is given by State Trustees Limited; or
  - 12.2.3** Where, due to an emergency, it has not been possible to provide reasonable notice.
- 12.3** When an Employee, other than an Employee excluded from such a provision by this Agreement, is required by State Trustees Limited to work overtime the Employee must be compensated in accordance with the appropriate overtime clause.
- 12.4** Where an Employee or group of Employees believe that there is an unreasonable allocation of work leading to Employees being overloaded with work, the Employee or group of Employees concerned are encouraged to raise their concerns with State Trustees Limited and to seek a workload review.
- 12.5** Other than in an emergency, if reasonable notice of the requirement to perform overtime work has not been given by State Trustees Limited, an Employee may refuse overtime work where this would impose personal or family hardship or interfere with the Employee's personal commitments.
- 12.6** State Trustees Limited recognises and emphasises the importance of balancing work life and personal life. The appropriate balance is a critical element in developing and

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maintaining healthy and productive staff. Accordingly State Trustees Limited will provide to those staff employed in Career Level 3 (AEA) time off at the discretion of their manager to meet personal needs. Requests for time off with respect to this clause will not be unreasonably refused by State Trustees Limited.

## PART 3 – STATE TRUSTEES LIMITED’S AND EMPLOYEES’ DUTIES, EMPLOYMENT RELATIONSHIP AND RELATED ARRANGEMENTS

### 13 EMPLOYMENT CATEGORIES AND ENTITLEMENTS

#### 13.1 Basis of Employment

Employees may be employed on:

- 13.1.1 An ongoing basis (Full-time or Part-time);
- 13.1.2 A fixed appointment basis (Full-time or Part-time); or
- 13.1.3 A casual basis.

#### 13.2 Usual Place of Work

- 13.2.1 State Trustees Limited must determine a usual place or places of work for the Employee.
- 13.2.2 Where State Trustees Limited wishes to reassign work to the Employee that will require a change to the work location, two week’s notice must be given or a lesser period if agreed between State Trustees Limited and the Employee.
- 13.2.3 If an Employee believes that a proposed relocation would create demonstrable hardship, State Trustees Limited must consider any alternative proposal put by the Employee.

#### 13.3 Job Information

- 13.3.1 As soon as practicable after the commencement of employment, the Employee will be provided in writing or electronically with details of their job title, salary classification and position description for their position.
- 13.3.2 A fixed appointment Employee will be provided in writing or electronically the reason for their fixed appointment employment consistent with [sub-clause 13.6](#).
- 13.3.3 The Employee will carry out the requirements described in the position description and such other requirements as directed consistent with their skills and salary classification.
- 13.3.4 State Trustees Limited will provide the Employee with access to a copy of this Agreement.

#### 13.4 Probationary Period – New Employee

- 13.4.1 All new Employees will routinely be engaged on a probationary basis.
- 13.4.2 The period of probation shall be no more than three months.
- 13.4.3 If conduct or performance issues are identified during the probationary period, State Trustees Limited shall counsel the Employee during the probationary period in relation to his or her conduct or performance and shall provide a written record of such counselling.
- 13.4.4 A Probationary Employee’s employment may be terminated by State Trustees Limited during the Employee’s probationary period by giving one weeks’ notice.
- 13.4.5 Nothing in this clause affects the operation of the qualifying period of employment provided for in the FW Act.

#### 13.5 Part-Time Employment

- 13.5.1 Provisions relating to salary, leave and all other entitlements contained within this Agreement apply to part-time Employees on a pro rata basis.
- 13.5.2 Part-time employment shall not be for less than 3 consecutive hours in any day worked except:

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13.5.2.1 Where the Employee works from home by agreement with State Trustees Limited; or

13.5.2.2 In exceptional circumstances with the agreement of the Employee.

**13.5.3** Part-time employment may be worked only by agreement between the Employee and State Trustees Limited, where that agreement includes a roster specifying:

13.5.3.1 The days in each fortnight the Employee will work,

13.5.3.2 The start and finish times of the days which the Employee will work; and

13.5.3.3 The number of hours the Employee will work on each day he or she works; and

13.5.3.4 Agreed processes for the variation of hours of work.

**13.5.4** Such agreed rostered hours shall be considered the Employee's ordinary hours however variation to these hours may be agreed.

### **13.6 Casual Employment**

**13.6.1** Casual employment will be for not less than 3 consecutive hours in any day worked except:

13.6.1.1 Where the Employee works from home by agreement with State Trustees Limited; or

13.6.1.2 In exceptional circumstances.

**13.6.2** An Employee may not be engaged as a casual Employee to avoid any obligation in this Agreement.

**13.6.3** Except as expressly indicated and within this Agreement in general all other provisions of this Agreement apply to casual Employees.

**13.6.4** Casuals are exempt from all paid leave and other entitlements as described in [Part 6](#) of this Agreement.

#### **13.6.5 Casual Employees - Loading**

Employees employed on a casual basis will receive a loading of 25% as compensation in lieu of any entitlement to the following benefits:

- Public holidays not worked;
- Annual leave and leave loading;
- Sick leave;
- Paid Parental leave;
- Paid Compassionate leave;
- Paid Carer's leave;
- Long Service leave;
- Jury service;
- Defence reserve leave;
- Accident make-up pay; and
- Any other leave as described in [Part 6](#) of this Agreement.

### **13.7 Fixed Appointment Employment**

**13.7.1** The use of fixed appointment employment in all areas covered by this Agreement is:

13.7.1.1 To replace staff proceeding on approved leave;

13.7.1.2 To meet unexpected fluctuating client and staffing needs and unexpected increased workloads;

13.7.1.3 To undertake a specific, but finite, task;

13.7.1.4 To fill a vacancy resulting from an Employee undertaking a temporary assignment or secondment within State Trustees Limited; or

13.7.1.5 To temporarily fill a vacancy where, following an appropriate selection process, a suitable ongoing Employee is not available.

- 13.7.2 Other than in relation to [Clause 40](#) (parental leave), appointment by State Trustees Limited on the basis of fixed appointment contracts of employment shall be limited to a maximum of three years.
- 13.7.3 All fixed appointment Employees have access to all leave and benefits as set out in this Agreement. Any Employee who is engaged on a fixed appointment contract of less than 12-months duration will be provided with a pro-rata leave allocation.

## 14 TERMINATION OF EMPLOYMENT

### 14.1 Notice of Termination by State Trustees Limited

- 14.1.1 In order to terminate the employment of an Employee State Trustees Limited must give to the Employee the following notice in writing:

Employees Period of Service	Minimum period of notice
Not more than 1 year	1 week
More than 1 year but not more than 3 years	2 weeks
More than 3 years but not more than 5 years	3 weeks
More than 5 years	4 weeks

#### 14.1.2 Exception

An Employee classified at Career Level 3 (AEA) or Career Level 4 must be provided with a minimum period of 4 weeks' notice.

- 14.1.3 In addition to this notice, Employees over 45 years of age at the time of the giving of the notice with not less than two years continuous service are entitled to an additional weeks' notice, this includes Career Level 3 (AEA) and Career Level 4 Employees.
- 14.1.4 Payment in lieu of the notice will be made if the appropriate notice period is not required to be worked. Where directed by State Trustees Limited, employment may be terminated by the Employee working part of the required period of notice and by State Trustees Limited making payment for the remainder of the period of notice.
- 14.1.5 In calculating any payment in lieu of notice, the full rate of pay an Employee would have received for the time they would have worked during the period of notice had their employment not been terminated will be used.
- 14.1.6 The period of notice in this clause, will not apply in the case of instant dismissal for serious misconduct.

### 14.2 Casual Employees

- 14.2.1 If State Trustees Limited has rostered or engaged a casual Employee for a particular period of time and less than 24 hours notice is given that the period of employment is no longer required, State Trustees Limited is required to pay a minimum of 3 hours.
- 14.2.2 Provided that by mutual arrangement between the parties an Employee after having given notice, may leave his or her employment prior to the expiration of the notice period and receive wages up to the last hour worked only.
- 14.2.3 The notice period given to a casual Employee will be a minimum of 1 hour.

### 14.3 Time off during notice period

- 14.3.1 Where State Trustees Limited has given notice of termination to an Employee, an Employee is entitled to 1-day time off without loss of pay for the purpose of seeking other employment. The time off is to be taken at times that are convenient to the Employee after consultation and agreement with State Trustees Limited.

### 14.4 Notice of termination by an Employee

- 14.4.1 An Employee may resign at any time by giving written notice according to [sub-clause 14.1.1](#) or [sub-clause 14.1.2](#) to State Trustees Limited.
- 14.4.2 A probationary Employee may resign at any time by giving 1 weeks' written notice to State Trustees Limited.

### 14.5 Abandonment of Employment

If an Employee is absent for more than 15 working days;

- 14.5.1** Without the permission of State Trustees Limited; or
- 14.5.2** Without contacting State Trustees Limited to provide explanation for the absence; and
- 14.5.3** In circumstances where State Trustees Limited could not reasonably, after due enquiry, have been aware of any reasonable grounds for the absence - State Trustees Limited is entitled to treat the Employee as having resigned and the employment as having been terminated by the Employee at his or her initiative.
- 14.5.4** In the event that after termination of employment after a period of absence, a reasonable explanation of absence can be provided, the Employee will be reinstated without loss of benefits, entitlements and status.
- 14.5.5** Nothing in clause 14.5 is intended to exclude the application to, or in relation to, an Employee of the unfair dismissal provisions contained in Part 3-2 of the FW Act, or modifies the application of such provisions in any way that is detrimental to, or in relation to, an Employee.

#### **14.6 Statement of Employment**

- 14.6.1** State Trustees Limited must, upon receipt of a request from an Employee whose employment has been terminated, provide to the Employee a written statement specifying the period of his or her employment and the classification of or the type of work performed by the Employee.
- 14.6.2** Other than for termination during an Employee's probationary period where State Trustees Limited terminates an Employee's employment, State Trustees Limited must provide a written statement of reasons for dismissal at the Employee's request.

## **15 COSTS OF EMPLOYMENT RELATED LEGAL PROCEEDINGS**

- 15.1** If an Employee is required to attend any court and/or tribunal on matters which directly arise from the performance of the Employee's duties and those proceedings have not been instigated or created by the Employee, State Trustees Limited will not unreasonably withhold agreement to meet the Employee's reasonable legal costs relating to appearance at or representation before all courts and tribunals.
- 15.2** Where legal proceedings are initiated against an Employee as a direct consequence of the Employee legitimately and properly performing his or her duties, State Trustees Limited will not unreasonably withhold agreement to meet the Employee's reasonable legal costs relating to the defence of such proceedings.
- 15.3** Where, as a direct consequence of the Employee legitimately and properly performing his or her duties, it is necessary to obtain an intervention order or similar remedy against a client, State Trustees Limited will not unreasonably withhold agreement to meet the Employee's reasonable legal costs in obtaining the order or other remedy.
- 15.4** An application to meet an Employee's reasonable legal costs will be dealt with expeditiously by the level of management responsible for deciding the matter.

## **16 PROFESSIONAL INDEMNITY INSURANCE**

State Trustees Limited will defend and indemnify the Employee against any action, liability claim or demand arising out of anything done by the Employee in good faith in the course of his or her employment duties.

## **17 HOME BASED WORK**

Home based work arrangements may be agreed between State Trustees Limited and an Employee on a case by case basis.

## 18 REDUNDANCY, REDEPLOYMENT AND RETRENCHMENT

### 18.1 Definition of Redundancy

- 18.1.1** Implicit in this Agreement is the principle that no Employee is redundant, it is the surplus position which is redundant and these guidelines apply irrespective of the cause of redundancy.
- 18.1.2** In respect of multiple redundancies, the redeployment processes in this Agreement shall take place only after the provisions of [Clause 10](#) have been applied.
- 18.1.3** A position is redundant when a decision is taken that it:
- 18.1.3.1 Will be surplus to requirements; and / or
  - 18.1.3.2 The requirements of the position have significantly changed.

### 18.2 Redeployment

- 18.2.1** In managing redundancy, State Trustees Limited will identify any suitable alternative roles for the affected Employees. A suitable alternative role means a similar role that is classified at the same career level as the Employee's substantive position, where the Employee's skills, knowledge and experience are relevant and where it is expected the Employee will be able to carry out the duties of that position with a reasonable amount of training. However, an Employee may request to be considered for a position that is at a higher or lesser career level.
- 18.2.2** An Employee may not unreasonably refuse an offer of a suitable alternative role.
- 18.2.3** Where suitable alternative roles cannot be identified within State Trustees Limited, State Trustees Limited will provide support and assistance to affected Employees to assist them to pursue other options that may be available.
- 18.2.4** A redeployment period of a maximum of six (6) weeks will commence from the date the Employee is advised that the position they occupy is deemed to be redundant. If a suitable alternative role cannot be identified during the redeployment period, the Employee will be retrenched.
- 18.2.5** Where an Employee accepts an initial suitable alternative role, a six (6) week trial period will apply from the commencement of the suitable alternative role. During the trial period, an Employee may elect to be considered for another suitable alternative role or to be retrenched. Should an Employee opt to accept a second suitable alternative role, no further trial period will apply.

### 18.3 Retrenchment

- 18.3.1** In the case of retrenchment State Trustees Limited agrees to the payment of severance payments in accordance with Victorian Government Public Sector policy, provided this is not less than the redundancy NES.

### 18.4 Assistance to Employees

- 18.4.1** Employees whose positions are declared redundant shall be granted reasonable time off with pay to investigate alternative job offers or to seek appropriate advice or counselling on early retirement. Time off will be taken at times convenient to the Employee after consultation with their Manager.
- 18.4.2** At the Employee's request State Trustees Limited may provide, at no cost to the Employee, financial counselling to assist them to plan their retirement should voluntary separation be chosen for that purpose.
- 18.4.3** State Trustees Limited will provide to the Employee the services of an Outplacement provider as determined by State Trustees Limited.

## 19 INTELLECTUAL PROPERTY

Any intellectual property generated by an Employee as an outcome of performing his or her work is the property of State Trustees Limited and remains so after the Employee has left State Trustees Limited employment.

## 20 UNDERPERFORMANCE AND DISCIPLINE

### 20.1 Application

Subject to the applicable Victorian or Federal legislation, any disciplinary action will be consistent with this clause. State Trustees Limited is not obliged to comply with this clause in respect of the following:

- 20.1.1 Casual Employees;
- 20.1.2 Employees who are subject to a probationary period of employment;
- 20.1.3 Employees subject to disciplinary action arising from serious misconduct.

### 20.2 Unsatisfactory work performance

- 20.2.1 The objective of this process is to assist and support underperforming Employees to improve their performance and to attain and maintain a satisfactory standard of performance.
- 20.2.2 Where State Trustees Limited considers that informal attempts to address an Employee's unsatisfactory work performance have been unsuccessful, State Trustees Limited will proceed to manage the Employee's unsatisfactory work performance in accordance with clause 20.3.

### 20.3 Disciplinary Process

#### 20.3.1 Procedural Fairness to Apply

For matters involving unsatisfactory work performance or behaviour, disciplinary action will be consistent with the principles of procedural fairness. Before commencing formal disciplinary processes, State Trustees Limited must:

- 20.3.1.1 Tell the Employee the purpose of the meeting;
  - 20.3.1.2 Provide the Employee with access to the formal disciplinary process to be followed; and
  - 20.3.1.3 Provide a reasonable opportunity for the Employee to seek advice from his or her nominated representative or support person before the disciplinary procedure commences.
- 20.3.2 State Trustees Limited must invoke disciplinary action in accordance with the process below, however State Trustees Limited may commence action at any stage of the process depending on the severity of the behaviour or the history of the Employee with respect to similar incidents/behaviour.

#### 20.3.3 First Stage

The first stage is counselling the Employee. State Trustees Limited must:

- 20.3.3.1 Advise the Employee of the unsatisfactory work performance or behaviour;
- 20.3.3.2 Outline the standard required of the Employee; and
- 20.3.3.3 Provide the Employee with an opportunity to respond.
- 20.3.3.4 Once the Employee has had an opportunity to respond to the issues raised in the counselling session, they will be given a period of time to improve. The Employee will be advised in writing of the consequences of not meeting the required standard.

#### **20.3.4 Second Stage**

The second stage will occur if the Employee continues to engage in unsatisfactory work performance or behaviour, or does not demonstrate sufficient improvement. At this stage the Employee will meet with the appropriate Manager with the purpose of providing reasons as to why he/she is engaging in such unsatisfactory work performance or behaviour. During this stage the Employee can request a nominated representative or support person to attend the meeting with them. As necessary at this stage the Employee will be given a written warning by their Manager.

20.3.4.1 This warning must indicate to the Employee:

20.3.4.1.1 What is expected of them and by when;

20.3.4.1.2 Where and how they are not meeting this expectation;

20.3.4.1.3 The consequences of failure to improve; and

20.3.4.1.4 The written warning will be placed on their personnel file.

#### **20.3.5 Third Stage**

The third stage is the final warning stage. At this time the Employee will again meet with the appropriate Manager with the purpose of providing reasons as to why he/she is engaging in such unsatisfactory work performance or behaviour. During this stage the Employee can request a nominated representative or support person to attend the meeting with them. As necessary following this stage the Employee will be informed in writing that if there is any further repetition or continuation of the offending work performance or behaviours, the Employee may be dismissed. The final warning will be placed on the Employee's personnel file.

#### **20.3.6 Fourth Stage**

The fourth stage is termination of employment. At this time the Employee will again meet with the appropriate Manager with the purpose of providing reasons as to why he/she engaged in unsatisfactory work performance or behaviour following the issue of the final warning. During this stage the Employee can request a nominated representative or support person to attend the meeting with them. State Trustees Limited will consider any mitigating circumstances put forward by the Employee and as necessary will be entitled to dismiss the Employee.

**20.3.7** State Trustees Limited may, where necessary, concurrently conduct a disciplinary action within the range of underperformance and disciplinary processes listed in this section.

## PART 4 – SALARY AND RELATED MATTERS

### 21 SALARY CLASSIFICATIONS

#### 21.1 Career Level 3

A State Trustees Limited Employee who was employed at a Career Level 3 salary classification will not be defined as Career Level 3 (AEA) during the life of this Agreement unless agreed to by the individual. Any Employee agreeing to move to an Alternative Employment Arrangement will be remunerated in accordance with [sub-clause 21.2](#).

#### 21.2 Commuted Benefits

- 21.2.1 All internal promotions or transfers resulting in an Employee moving from Career Level 1 or 2 to Career Level 3 will be offered the choice of a commuted benefit.
- 21.2.2 Any new appointment to a Career Level 3 position will be offered the choice of a commuted benefit.
- 21.2.3 Any existing Employees within Career Level 3 may also opt for the option of a commuted benefit.
- 21.2.4 All Employees moving to a position within Career Level 4 will be paid a commuted benefit if they are not already on Alternative Employment Arrangements.
- 21.2.5 A commuted benefit of 7% will be added to the Employee's current base salary. The total of the base salary and the commuted benefit equates to the gross salary as defined in [sub-clause 3.12](#). In return for the commuted benefit such Employees will not accrue flexi-leave, and will not be entitled to paid overtime, annual leave loading, and will have a termination of notice period as specified in [sub-clause 14.1.2](#).

#### 21.3 National Remuneration Jobscore – Job Evaluation System

State Trustees Limited utilises the National Remuneration Jobscore – Job Evaluation System which measures the skills required to perform a job, and the level to which these skills are required to solve problems, deliver goods and services, and manage the organisation's resources.

Higher levels of skill coupled with higher and broader levels of application of skill result in a higher job evaluation score.

Such measurement establishes the relative worth of jobs within an organisation. It also provides a basis for consistent comparisons of job value across organisations. To compare jobs across organisations, factors that differentiate organisations are taken into account.

This measure of a job is expressed in terms of jobscore points.

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**21.4 Positions & Classifications**

	<b>Jobscore Points</b>	<b>Skills &amp; Competencies</b>	<b>Benchmarked Roles</b>
<b>Career Level 1</b>	<b>100 - 199</b>	<p>Positions typically require general secondary to Year 12 education, together with several years work experience. Some positions at this level have relevant vocational training such as a secretarial qualification.</p> <p>Positions generally have several responsibilities which are carried out in conjunction with established procedures with close supervision. For some roles at this level there may be a number of methods and processes that can be utilised to complete the work. Incumbents may have some discretion in establishing priorities provided the work is done within agreed timeframes. Problems at this level are typically rectified by following operational procedures and/or guidelines although occasionally basic principles need to be applied, as the guidelines/rules may not cover every scenario. Some roles at this level may require interpretative skills in order to apply existing procedures and precedents to the work situation.</p> <p>Some roles at this level may work to more specific instructions and provide a service that requires some explanation. Other roles at this level may modify or enhance general operational practice within the existing policy framework or operating procedures.</p>	<ul style="list-style-type: none"> <li>• PFS Assistant</li> <li>• Client Payments Officer</li> <li>• Administration Assistant</li> <li>• Filing Clerk</li> <li>• Trainee Taxation Accountant</li> <li>• Team Assistant</li> <li>• Estate Rep – FT &amp; CR</li> <li>• Attorneyships Administrator</li> </ul>
<b>Career Level 2</b>	<b>200 - 299</b>	<p>Positions are primarily service roles which provide a specialised service to clients.</p> <p>Roles generally require Year 12 and/or tertiary qualifications, plus significant work experience and relevant specialist training. Entry level professional roles may require tertiary qualifications with limited work experience and will be subject to professional supervision. Positions at this level require solid communications skills in order to obtain the co-operation of others. Specialist roles at this level would require well developed communication skills and knowledge within their specialist area in order to advise and manage client portfolios.</p> <p>Positions typically operate within specific position objectives and interpret established work procedures, resolving operational problems. However roles are strongly encouraged to show initiative in making suggestions to improve work processes or service levels and contribute to policy development.</p> <p>Positions have some independence in meeting operational goals and business plan targets. Positions at this level may resolve quite complex operational problems without reference to more senior staff. Some roles at this level may provide interpretative advice which is used to make decisions.</p>	<ul style="list-style-type: none"> <li>• PFS Consultant</li> <li>• Trust Consultant</li> <li>• Graduate in professional discipline</li> <li>• Genealogical Researcher</li> <li>• Attorneyships Consultant</li> <li>• Assets Officer</li> <li>• Fund Accountant</li> <li>• Estate Representative</li> <li>• Financial Planning Assistant</li> <li>• Property Officer</li> <li>• Taxation Accountant</li> <li>• VCAT Examiner</li> </ul>

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<p><b>Career Level 3</b></p>	<p><b>300 - 425</b></p>	<p>Positions are likely to have staff management responsibilities and may be responsible for a technical/operations team or specialist technical roles.</p> <p>Roles at this level typically require a tertiary degree and/or several years work experience. Well developed written and oral communication skills are required at this level in order to obtain the co-operation and assistance of others and resolve administrative or operational issues across Divisions. Some roles may require particularly well developed communication skills in order to obtain commitment from others in the pursuit of business objectives.</p> <p>Positions typically operate within a clearly defined job purpose through operational procedures, governing rules (where applicable), policy and internal controls. There is some need for positions at this level to modify or adapt work processes. For some positions, the modifications and/or development of operational procedures or policies may be required on a regular basis. Positions at this level are likely to be engaged in frequent resolution of problems. Incumbents need to weigh alternative courses of actions and make recommendations, although they are often guided by policies or prior experience, as the types of major problems tend to recur.</p> <p>Positions at this level have a broad degree of autonomy in the day to day application of their roles. Positions tend to provide advice and recommendations which may be utilised by peers and/or senior management as part of the decision making process regarding STL. Positions at this level are quite specialised in a particular area of expertise, such as accounting or information technology and may advise those with a broader understanding of the discipline. Positions at this level are individually accountable for the accuracy of the advice provided.</p>	<ul style="list-style-type: none"> <li>• Team Leader</li> <li>• PFS Senior Consultant</li> <li>• Client Relations Consultant</li> <li>• Conveyancer</li> <li>• Property Facilitator</li> <li>• Snr Genealogical Researcher</li> <li>• Snr Attorneyships Consultant</li> <li>• Snr Para Planner</li> <li>• Snr Taxation Accountant</li> <li>• Snr Estate Representative</li> <li>• Snr Trust Consultant</li> </ul>
<p><b>Career Level 4</b></p>	<p><b>426 +</b></p>	<p>Positions provide high level specialist advice or manage project delivery that has organisational-wide impact, operate within broad guidelines and are required to take a broader organisational or longer term perspective in the delivery of their output.</p> <p>Positions at this level typically require tertiary qualifications and extensive work experience. Where the primary focus of the position is technical/functional/subject matter expertise and the application of specialised knowledge, postgraduate qualifications may be required. Where the focus of the position is operational, administrative or management, breadth of experience across a range functions or extensive experience managing a function is required. The position uses knowledge and experience to provide advice, initiate projects or produce outputs. Well developed written and oral communication skills are applied to resolving complex issues through consultation and negotiation, to management and/or external parties. The position uses expertise and communications skills to build support and influences outcomes in face of competing interests and views.</p> <p>Positions develop or modify policies, programs and initiatives often in the absence of definitive rules, guidelines or operational procedures. Where guidelines and precedent exist, a variety of alternatives will be considered, taking account of broader organisation priorities and/or divisional business objectives to recommend the best approach. Policies, programs, projects and initiatives require a conceptualisation, interpretation and analysis of alternative courses of action as a basis for addressing problems or advancing new approaches.</p> <p>Positions identify and respond to new and emerging organisational, regulatory, compliance, technological issues and influences impacting on the operational environment. Positions are bound by practice and policy guidelines and are subject to regular executive management direction and oversight; however there is freedom to determine how to achieve end results, once broad direction is provided. Positions at this level are individually accountable for the thoroughness and quality of their advice or service and are expected to take a broader organisational and/or longer term perspectives in providing advice or implementing change.</p>	<ul style="list-style-type: none"> <li>• Manager of department</li> <li>• Snr Estate Planning Lawyer</li> <li>• Snr Corporate Lawyer</li> <li>• Business Development Manager</li> </ul>

**21.5 Salary Classifications & Career Levels**

		<b>Year 1</b>	<b>Year 2</b>	<b>Year 3</b>	<b>Year 4</b>
		1 <sup>ST</sup> August 2010 – 30 <sup>TH</sup> June 2011	1 <sup>ST</sup> July 2011 – 30 <sup>TH</sup> June 2012	1 <sup>ST</sup> July 2012 – 30 <sup>TH</sup> June 2013	1 <sup>ST</sup> July 2013 – 31 <sup>ST</sup> July 2014
<b>Career Level 1</b>	Base of Band	\$34,000	\$35,020	\$36,071	\$37,153
	Top of Band	\$43,877	\$44,755	\$45,650	\$46,563
<b>Career Level 2</b>	Base of Band	\$42,000	\$43,470	\$44,992	\$46,573
	Top of Band	\$59,610	\$60,802	\$62,018	\$63,258
<b>Career Level 3</b>	Base of Band	\$57,000	\$58,995	\$61,060	\$63,197
	Top of Band	\$77,860	\$79,417	\$81,005	\$82,625
<b>Career Level 3 AEA</b>	Base of Band	\$60,990	\$63,125	\$63,197	\$67,621
	Top of Band	\$83,310	\$84,976	\$86,675	\$88,408
<b>Career Level 4</b>	Base of Band	\$75,000	\$77,625	\$80,342	\$83,154
	Top of Band	\$120,418	\$122,826	\$125,283	\$127,789

**22 SALARY INCREASES**

- 22.1** State Trustees Limited is committed to an ongoing performance management system that enables an Employee and their Manager or Team Leader to implement a Performance and Development Plan that articulates the required key result areas and key performance indicators for a 12 month financial year cycle.
- 22.2** A formal performance review will be conducted at the end of each 12 month cycle by the relevant Manager or Team Leader to assess performance against the agreed performance plan resulting in an overall performance score as defined in the following table.

Outstanding Performance	Rating 6
Consistently Exceeds Expectations	Rating 5
Meets Expectations and at Times Exceeds Expectations	Rating 4
Meets Expectations	Rating 3
Developing or Not Meeting Expectations	Rating 2
Consistently Not Meeting Expectations	Rating 1

**22.3** Salary movement within a salary classification shall be dependant on the outcome of the overall performance score as determined at 30 June each year from the Performance and Development Review (PDR). All Employees employed at State Trustees Limited prior to 1 April each year and covered by this Agreement will receive an annual minimum 3.0% increase to gross salary, as outlined in the table below effective from 1 July each year of this Agreement.

<b>PDR Score</b>	<b>Gross Salary Increase</b>	<b>Lump Sum Bonus Payment</b>
0.00 – 2.99	3.00%	Nil
3.00 – 3.50	3.50%	1.00%
3.51 – 4.00	4.00%	1.50%
4.01– 4.50	4.50%	2.00%
4.51 – 5.00	5.00%	2.50%
5.01 – 6.00	5.50%	3.00%

**22.4** Any Employee who receives an overall PDR score of less than 3 for the year ending 30 June and who has not undergone performance counselling in accordance with [clause 20](#) during the previous twelve months will receive a minimum of 3.5% gross salary increase.

**22.5** Any Employee who has a bonus payment defined in their employment contract that is more favourable than that outlined in the table above will receive the more favourable payment only.

**22.6** When an Employee reaches the top of the salary classification the Employee may request a position review of their role. This may result in the position occupied by the Employee being reviewed in accordance with [sub-clause 21.3](#). State Trustees Limited may reclassify a position within the salary classification table to reflect enhanced skills and competencies resulting in the position moving to a higher salary classification level. The same applies to any Employee currently receiving a gross salary in excess of the top of the salary classification though their position is job scored below the ceiling.

**22.7** An Employee who is promoted to a new salary classification (eg. Career Level 1 to Career Level 2, etc) after 31 March in any year is guaranteed a minimum gross salary increase of 3.5%. When these promotions occur after 31 March in any year, no further increase or payments will be made as a result of the Performance and Development Review process outlined in [sub-clause 22.3](#).

**22.8** An Employee employed after 31 March in any year will not be entitled to receive a PDR related gross salary increase for that financial year.

**22.9** An Employee who is on an approved period of extended leave for a whole financial year will not be entitled to receive a PDR related gross salary increase for that financial year.

## **23 PAYMENT OF SALARIES**

**23.1** Salaries, allowances, and overtime payments due to an Employee must be paid by State Trustees Limited by fortnightly electronic direct credit to a bank account, credit union or building society account nominated by the Employee. In exceptional circumstances, including non-payment of salary, State Trustees Limited will make provision for off-line payments.

**23.2** Where a normal payday falls on a public holiday the direct credit to the Employee's nominated account must be made no later than the last working day prior to the public holiday.

**23.3** Employees must be provided either in writing or electronically, with details of each pay regarding the make up of their remuneration and any deductions.

**23.4** In the event of an overpayment of salary, allowance, loading or other payment, State Trustees Limited must advise the Employee. Similarly, the Employee must advise State

Trustees Limited if he or she knows there has been an overpayment. Where agreement cannot be reached on a repayment arrangement, State Trustees Limited may recover the overpayment by instalments to be paid in accordance with the *Financial Management Act 1994 (Vic)*.

## 24 TRAINEESHIPS

Trainees will be engaged in accordance with the Government Youth Employment Scheme.

## 25 SALARY PACKAGING

- 25.1** An Employee may enter into a salary packaging arrangement with State Trustees Limited in respect of salary packaging items available in accordance with Australian Taxation Office Guidelines.
- 25.2** All costs associated with salary packaging, including administrative costs, are to be met from the salary of the participating Employee.
- 25.3** An Employee, at the request of State Trustees Limited, will provide any necessary declarations for items included in their salary package in accordance with or as required by the *Fringe Benefits Tax Assessment Act 1986*.

## 26 ALLOWANCES – WORK OR CONDITIONS

### 26.1 General Provisions

- 26.1.1** Work or conditions allowances will be paid by State Trustees Limited subject to the Employee meeting the requirements for receipt of the allowance.

### 26.2 Increases to and Reimbursement of Allowances

- 26.2.1** Work or conditions allowances in [clause 26](#) will be increased by 3% at the commencement of each financial year beginning 1 July 2011 unless otherwise defined.
- 26.2.2** Reimbursement allowances will be increased by the same increases provided for in [sub-clause 26.2.1](#) unless otherwise agreed.

### 26.3 Auction Allowance

- 26.3.1** Employees required to attend auctions outside of ordinary hours of work will be entitled to an allowance dependant on the total round trip distance from their place of residence in any one day.

Distance Travelled (roundtrip)	Total Hours Paid at gross salary hourly rate
0 – 50 kms	6.0 hrs
51 – 100 kms	7.0 hrs
101 – 150 kms	8.0 hrs
151 – 250 kms	10.0 hrs
251 – 300 kms	11.0 hrs
301 – 350 kms	12.0 hrs
351 + kms	13.0 hrs

**26.4 Appointed First Aid Officer Allowance**

26.4.1 State Trustees Limited may appoint an Employee to perform first aid duty.

26.4.1.1 The Employee must hold a current and relevant first aid certificate issued by an approved First Aid training provider.

26.4.1.2 The Employee will be paid an allowance payable in fortnightly instalments.

26.4.1.3 This allowance will be as follows:

EFFECTIVE DATE	AMOUNT PER ANNUM
1 August 2010	\$531.00
1 July 2011	\$547.00
1 July 2012	\$564.00
1 July 2013	\$581.00

26.4.2 State Trustees Limited will reimburse all reasonable costs incurred by the Employee in obtaining and maintaining the first aid qualification.

**26.5 Elected Occupational Health and Safety (OH&S) Representative Allowance**

26.5.1 If an Employee, in addition to his or her normal duties, has been elected as a Health and Safety Representative for a Designated Work Group, he or she will be paid an allowance in fortnightly instalments following the completion of an accredited OH&S training course (after his or her initial election).

26.5.2 This allowance will be as follows:

EFFECTIVE DATE	AMOUNT PER ANNUM
1 August 2010	\$531.00
1 July 2011	\$547.00
1 July 2012	\$564.00
1 July 2013	\$581.00

**26.6 Appointed Warden Representative Allowance**

26.6.1 State Trustees Limited may appoint an Employee to perform Warden representative duties.

26.6.2 The Employee will be paid an allowance in fortnightly instalments following the completion of an approved building management training / information seminar (after his or her initial appointment).

26.6.3 This allowance will be as follows:

EFFECTIVE DATE	AMOUNT PER ANNUM
1 August 2010	\$531.00
1 July 2011	\$547.00
1 July 2012	\$564.00
1 July 2013	\$581.00

**26.7 Higher Duties Allowance**

26.7.1 A higher duties allowance will be paid where an Employee is required to undertake all or part of the duties of a position classified at a higher salary classification for a period of 10 consecutive working days or more.

**26.7.2 Payment of Higher Duties**

26.7.2.1 An Employee required to perform all or part of the duties of a position in a higher salary classification will be paid an allowance equal to the difference

between the Employee's own gross salary and the gross salary the Employee would receive if promoted to the higher position.

26.7.2.2 An alternative amount determined by the proportion of higher duties undertaken would be paid where partial performance is required.

26.7.2.3 Where the period of higher duties is twelve months or more, and the Employee is entitled to be paid a performance payment whilst performing higher duties, it must be paid at the amount appropriate to the higher position.

### **26.7.3 Treatment of Salary and Payment During Leave**

26.7.3.1 Allowances paid under this clause will be regarded as base salary for the purpose of calculation of payments made for overtime and annual leave.

#### **26.7.3.2 Sick leave and accident compensation leave**

When an Employee, entitled to a higher duties allowance, commences sick leave or accident compensation leave, the allowance will be paid as follows:

26.7.3.2.1 Within the first year of such assignment:

An Employee will be paid for up to the first 4 weeks at the "higher duties" base salary.

26.7.3.2.2 A period exceeding twelve months of such assignment:

An Employee will be paid at the "higher duties" base salary.

#### **26.7.3.3 Maternity or adoption leave**

When an Employee, entitled to a higher duties allowance, commences maternity or adoption leave, the allowance shall not be paid.

#### **26.7.3.4 Long service leave and study leave**

Higher duties allowance will not be paid to Employees:

26.7.3.4.1 On long service leave, unless the assignment has continued for a period exceeding twelve months.

26.7.3.4.2 Who proceed on full-time study leave immediately following a higher duties assignment.

#### **26.7.3.5 Annual leave while performing higher duties**

An Employee working in a higher position for which he/she is entitled to an allowance under this clause who proceeds on annual leave such allowance shall be paid for the period of leave provided that:

26.7.3.5.1 The Employee has performed in that higher position for five or more consecutive working days;

26.7.3.5.2 The amount of such leave for which the allowance is paid shall not exceed five days unless the Employee, on return from leave, continues to perform in the higher position, in which case the allowance shall be paid for all such leave unless the Employee has, prior to proceeding on such leave, performed in that higher position for twenty or more consecutive days, in which case the allowance shall be paid for all leave.

### **26.7.4 Extended Higher Duties Assignments**

26.7.4.1 Unless exceptional circumstances are identified, a higher duties assignment should be for a maximum period of 2 years.

**26.7.5 Purchased Leave Arrangements**

An Employee working a purchased leave arrangement under [clause 35](#) assigned higher duties to a full time position should be paid an allowance to increase their base salary to the equivalent of purchased leave equivalent of the higher base salary.

**26.8 Standby/On call Allowance**

**26.8.1 Eligibility**

Standby for work is when an Employee is required by State Trustees Limited to be ready to perform work outside of ordinary working hours as part of a formal standby, but is not required to be at their place of work during that period of standby.

**26.8.2** The Employee and State Trustees Limited must make arrangements about where and how the Employee may be contacted by State Trustees Limited to be recalled or be released from standby.

**26.8.3** The Employee's movements will be unrestricted except that he/she must be able to be contacted immediately (by telephone or pager) outside work hours and must be able to attend work within a reasonable time set by State Trustees Limited.

**26.8.4 Allowance Payable**

An Employee required to be on standby for duty will be paid a minimum allowance at the rate of \$55 (gross) per day for each day of standby.

**26.8.5** Payment of the standby allowance will constitute total compensation for any intermittent duty in connection with standby up to a total of one hour's duration.

**26.8.6** Intermittent duty in connection with Standby in excess of one hour duration will be remunerated as provided in [clause 30](#) Overtime.

**26.8.7 Expenses**

Employees who perform standby duty will be reimbursed the cost of telephone calls made in the course of standby duty.

**26.8.8** Where State Trustees Limited does not provide the Employee with a vehicle for use while on a standby/on call duty, and the Employee is required to use his or her own vehicle, he/she will be paid travelling allowance as provided for in [sub-clause 27.5](#).

**26.9 Language Allowance**

**26.9.1** Where the Employee, in addition to his or her normal duties, agrees to be appointed by State Trustees Limited to use their skills in a second language to assist members of the public who have low English proficiency or through skills in Australian Sign Language (Auslan) to assist members of the public who are hearing impaired.

26.9.1.1 The Employee must hold a current accreditation from the *National Accreditation Authority for Translators and Interpreters* (NAATI); and

26.9.1.2 The Employee will be paid an annual allowance payable in fortnightly instalments as follows:

ACCREDITATION	AMOUNT P.A.
Language aide accreditation	\$ 853.00
Paraprofessional interpreter accreditation	\$1,173.00
Interpreter accreditation or higher	\$1,599.00

**26.9.2** State Trustees Limited will pay the cost of the NAATI pre-testing workshop.

**26.9.3** State Trustees Limited will also meet the cost of the NAATI test, up to two times per individual per level of accreditation.

**26.9.4** The Employee must apply annually for renewal of the allowance. State Trustees Limited will assess the Employee's application to determine whether it still requires the Employee to perform interpreting duties.

**26.10 Permanent relocation of usual place of work**

**26.10.1** Subject to clause 26.10.3, an Employee who is required by State Trustees Limited to travel to a new work location as a result of transfer or redeployment, will be paid a once only allowance in compensation for all disturbance factors arising from transfer or redeployment not otherwise provided for in this Agreement.

**26.10.2** The payments in clause 26.10.3 will be as follows:

Date of Effect	Payment
1 August 2010	\$1,150.00
1 July 2011	\$1,185.00
1 July 2012	\$1,220.00
1 July 2013	\$1,257.00

**26.10.3** The allowance(s) will be paid on the following basis:

26.10.3.1 an allowance in accordance with clause 26.10.2 for the first 30 minutes of additional total daily travel time required or 20 kilometres additional daily distance from usual place of residence; and

26.10.3.2 a further equivalent allowance in accordance with clause 26.10.2 for each additional 30 minutes or 20 kilometres or part thereof from usual place of residence.

**26.10.4 Residential Relocation principles**

**26.10.4.1 General Principles**

Where State Trustees Limited considers that it is reasonable and necessary for an Employee to move residence as a result of relocation from one work location to another, and the relocation arises from promotion or transfer as a result of an advertised vacancy, or redeployment, the Employee will be entitled to:

26.10.4.1.1 up to three days' paid leave associated with the relocation; and

26.10.4.1.2 reimbursement of reasonable expenses associated with the relocation as per clause 26.10.5.

26.10.4.1.3 CPSU and State Trustees Limited will make every reasonable endeavour to reach a more comprehensive agreement on residential location within a specified timeframe to be determined by the parties. This is to be considered in light of, and in conjunction with Implementation of Change Clauses 10.1 and 10.2.

**26.10.5 Reasonable relocation expenses**

Relocation expenses include reasonable expenses directly incurred by the Employee and his or her family as a result of:

26.10.5.1 the journey to the new location, including meals and accommodation;

26.10.5.2 removal, storage and insurance; and

26.10.5.3 selling and purchasing of a comparable residence.

## 27 ALLOWANCES - REIMBURSEMENT OF EXPENSES

### 27.1 General Provisions

- 27.1.1 State Trustees Limited will reimburse the Employee's reasonable out of pocket expenses actually and necessarily incurred in the course of authorised duties.
- 27.1.2 State Trustees Limited must apply the rulings of the Commissioner for Taxation in relation to reasonable allowances in determining the maximum rates payable, unless otherwise agreed.

### 27.2 Allowable Expenses

Allowable expenses include:

- 27.2.1 Travelling, accommodation, meals and other incidental expenses associated with an overnight absence from home or part day duties away from the normal work location;
- 27.2.2 Expenses incurred in using a private mobile phone in accordance with [sub-clause 27.3](#);
- 27.2.3 Expenses incurred in using private telephone in accordance with [sub-clause 27.4](#)
- 27.2.4 Expenses incurred in using a private motor vehicle in accordance with [sub-clause 27.5](#); and
- 27.2.5 Any other expenses incurred in the course of the Employee's employment and authorised by State Trustees Limited.

### 27.3 Mobile Phones

- 27.3.1 An Employee, required to use their private mobile phone in the course of their employment, will be reimbursed for work-related calls under their plan.
- 27.3.2 The Employee must obtain the prior approval of State Trustees Limited before using their private mobile phone during the course of their employment and,
- 27.3.3 Following use, must submit an itemised statement of the calls made and their cost.

### 27.4 Telephone

- 27.4.1 An Employee, required to use their private phone in the course of their employment, will be reimbursed for work-related calls under their plan.
- 27.4.2 The Employee must obtain the prior approval of State Trustees Limited before using their private phone during the course of their employment,
  - 27.4.2.1 An exception to this is when the Employee is required to be on standby/on call.
- 27.4.3 And, following use, must submit an itemised statement of the calls made and their cost.

### 27.5 Private Motor Vehicle Use

- 27.5.1 Except for when an Employee receives an annual set allowance to use their private motor vehicle in the course of their employment, the Employee will be reimbursed for kilometre costs.
- 27.5.2 The Employee must obtain the prior approval of State Trustees Limited before using their private motor vehicle during the course of their employment and,
- 27.5.3 Following use, must submit a declaration stating the date, the purpose of the trip, the number of kilometres travelled and the type of vehicle used.
- 27.5.4 The rates payable in respect of motor vehicle usage will be the rates determined by the Australian Tax Office from time to time.

### 27.6 Expense Claims

Employees must submit tax invoices for items greater than \$50; official receipts for items between \$10 to \$49 and an itemised listing for individual items less than \$10 as soon as practicable after the event as evidence of expenditure incurred:

- 27.6.1 Where they use their own motor vehicles for work purposes in which case they will submit a declaration in accordance with [sub-clause 27.5.3](#), or

- 27.6.2** A declaration from the Employee that the expense was incurred may be accepted, at the discretion of State Trustees Limited, if the receipt is lost or misplaced, and suitable verification can be made.
- 27.7** State Trustees Limited will pay the Employee monies owing under this clause in a manner to be agreed between State Trustees Limited and the Employee as soon as practicable but no later than 14 days after a valid claim being submitted.
- 27.8** Upon request, State Trustees Limited will provide an advance for the expected costs associated with work related travel or any other exercise where an Employee is likely to incur work related expenses.

**28 SUPERANNUATION**

- 28.1** On appointment, State Trustees Limited shall offer an Employee, membership of a complying superannuation fund that is approved by the Australian Prudential Regulatory Authority (APRA) and into which State Trustees Limited shall contribute or shall be deemed to contribute on behalf of the Employee, regardless of age, an amount in accordance with the *Superannuation Guarantee Act*.
- 28.2** The Employee will be offered by State Trustees Limited membership to a nominated complying superannuation fund. If, after 28 days of employment no choice of fund has been made State Trustees Limited will forward contributions to the company default fund, MLC MasterKey Business Superannuation or any other approved fund as recommended by the State Trustees Limited Superannuation Policy Committee (“the default fund”). Contributions will only be made to one fund.
- 28.3** In the event of changes to superannuation legislation during the life of this Agreement, which require changes to State Trustees Limited Employee superannuation arrangements, the parties agree to negotiate the form and implementation of the changes including, if necessary, by application to vary this Agreement.
- 28.4** The parties agree to consider and discuss the impact of any such legislative changes when they are being implemented. Consistent with Government policy, State Trustees Limited will not reduce the annual gross salary as a consequence of any such legislative changes (which includes employer superannuation contributions) available to current or future Employees.
- 28.5** Through the State Trustees Limited Salary Packaging scheme, Employees may sacrifice an additional amount of gross salary to an additional superannuation fund upon provision of a compliance certificate.
- 28.6** The superannuation arrangement for Employees employed prior to and inclusive of 27<sup>th</sup> September 2000, will be in accordance with Table 1.

**Table 1.**

<b>For Periods 1<sup>st</sup> August 2010 – 31<sup>st</sup> July 2013</b>			
<b>EMPLOYEE CONTRIBUTION</b>	<b>STATE TRUSTEES LIMITED SGC</b>	<b>STATE TRUSTEES LIMITED ADDITIONAL CONTRIBUTION</b>	<b>TOTAL CONTRIBUTION</b>
0%	9%	0%	9%
1%	9%	0%	10%
2%	9%	1%	12%
3%	9%	3%	15%
4%	9%	5%	18%

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**28.7** The superannuation arrangement for Employees employed between 28<sup>th</sup> September 2000 and 30<sup>th</sup> June 2002, will be in accordance with Table 2.

**Table 2.**

For Periods 1 <sup>st</sup> August 2010 – 31 <sup>st</sup> July 2013			
EMPLOYEE CONTRIBUTION	STATE TRUSTEES LIMITED SGC	STATE TRUSTEES LIMITED ADDITIONAL CONTRIBUTION	TOTAL CONTRIBUTION
0%	9%	0%	9%
1%	9%	0%	10%
2%	9%	0%	11%
3%	9%	1%	13%
4%	9%	2%	15%

**28.8** The superannuation arrangement for Employees employed from and inclusive of 1 July 2002, will be in accordance with superannuation guarantee requirements.

**28.9** Any increase to SGC will be offset by a reduction in State Trustees Limited additional contributions.

### **28.10 Salary Sacrifice**

Employees interested in sacrificing part of their gross salary for superannuation in the manner set out above should note the following:

**28.10.1** Employees can sacrifice only that part of their gross salary that amounts to the excess of any applicable statutory minimum salary; and

**28.10.2** Employees' entitlements will be calculated by reference to the gross salary.

## PART 5 – HOURS OF WORK AND RELATED MATTERS

### 29 HOURS OF WORK

#### 29.1 Ordinary Hours of Work

The ordinary hours of work for each Employee, except for casual or part-time Employees, will average 76 hours per fortnight (exclusive of meal breaks), to be worked over an average of no more than 10 days per fortnight.

Hours shall be defined as:

	FROM	TO
Span of Hours	7:30 am	7:00 pm
Hours of Operation	8:00 am	5:30 pm

#### 29.2 Spread of Hours

##### 29.2.1 Flexible Arrangement of Hours of Work

Employees ordinary hours of work shall be worked flexibly to best meet both State Trustees Limited's work requirements and the Employee's personal and/or family circumstances.

##### 29.2.2 Arrangement of Hours

State Trustees Limited must not require an Employee to:

- 29.2.2.1 Perform ordinary hours of work outside the Span of Hours listed in the table in [sub-clause 29.1](#).
- 29.2.2.2 Perform ordinary hours of work on Saturdays, Sundays or Public Holidays.

**29.2.3** The actual days and hours of work will be those agreed between State Trustees Limited and the Employee at the date of employment. Either party may seek to alter the days or hours of duty. Agreement to such alteration shall not be unreasonably withheld, taking into account the personal/family circumstances of the Employees, and the work requirements of State Trustees Limited. In the absence of agreement, the aggrieved party may utilise the Disputes and Grievances Procedure in [clause 11](#).

**29.2.4** In determining the days and hours of duty, both State Trustees Limited and the Employee accept that the Employee is eligible to use the flexibility of these arrangements to take time off by agreement subject to meeting the specified leave requirement(s) and not unduly affecting the work requirements of State Trustees Limited. Agreement by State Trustees Limited will not be unreasonably withheld.

**29.2.5** Any variation of hours of operation may be initiated by either party but must be agreed by both parties and must involve consideration of operational requirements and the needs of both parties. Such variation should involve a notice period that is mutually acceptable.

#### 29.3 Flexible Working Arrangements

An Employee, including an eligible casual Employee, who has completed 12 months of continuous service and who is a parent or has responsibility for the care of a child, may request to State Trustees Limited for a change in working arrangements to assist the Employee to care for the child if the child:

- 29.3.1** is under school age; or
- 29.3.2** is under 18 and has a disability.

The Employee's request must be in writing, and must set out details of the change sought and the reasons for the change.

State Trustees Limited must give the Employee a written response to the request within 21 days. State Trustees Limited may only refuse the request on reasonable business grounds. If State Trustees Limited refuses the request, the written response provided to the Employee must include details of the refusal.

## 30 OVERTIME

**30.1** Overtime means the reasonable hours worked, at the direction of State Trustees Limited, which are:

**30.1.1** In addition to an Employee's ordinary hours of work on any day; or

**30.1.2** Outside the hours of operation in accordance with [sub-clause 29.1](#); or

**30.1.3** Outside the span of hours in accordance with [sub-clause 29.1](#).

### **30.2 Reasonable Hours of Work**

**30.2.1** Subject to [sub-clause 12.2](#) State Trustees Limited may require an Employee to work reasonable overtime at overtime rates.

**30.2.2** An Employee may refuse to work overtime in circumstances where the working of such overtime would result in the Employee working hours which are unreasonable having regard to factors including:

30.2.2.1 Any risk to the Employee's health and safety;

30.2.2.2 The Employee's personal circumstances including family responsibilities;

30.2.2.3 The needs of the workplace;

30.2.2.4 Whether the Employee is entitled to receive overtime payments or other compensation for working additional hours; The notice (if any) given by State Trustees Limited of the overtime and by the Employee of his or her intention to refuse it;

30.2.2.5 The nature of the Employee's role and the Employee's level of responsibility; and

30.2.2.6 Any other relevant matter.

### **30.3 Requirement to Pay Overtime or Grant Flexi Leave**

An Employee who works overtime must:

**30.3.1** Be paid at the appropriate overtime rate specified in [sub-clause 30.5](#) below; or

**30.3.2** Permitted to take flexi leave, which will accrue as set out in [clause 52](#).

### **30.4 Exceptions**

**30.4.1** An Employee classified as Career Level 3 (AEA) or Career Level 4 is not entitled to receive overtime payments.

### **30.5 Overtime – Rates of Payment**

Where an Employee is paid for overtime worked the following overtime rates will be paid:

#### **30.5.1 Monday to Saturday (except Public Holidays)**

Time and a half of the Employee's ordinary rate for the first two hours, and double time for the remainder of the overtime.

#### **30.5.2 Sunday (except Public Holidays)**

Double the Employee's ordinary rate.

#### **30.5.3 Public Holidays**

30.5.3.1 Monday to Friday, when the time worked does not exceed the normal daily hours of duty, the rate will be double time of the Employee's ordinary rate additional to the ordinary time being paid for the Public Holiday.

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30.5.3.2 Monday to Friday, when the time worked is in excess of the normal daily hours of duty, the rate will be double time and a half of the ordinary rate for the time worked in excess of the normal daily hours of duty.

30.5.3.3 Saturday or Sunday, when no other day is proclaimed as a Public Holiday and is considered to be the holiday, at the rate of double time and a half of the ordinary rate.

30.5.3.4 The exceptions to [sub-clause 30.5.3.1](#) to [sub-clause 30.5.3.3](#) are as follows.

30.5.3.4.1 Where an Employee, who is normally required to perform rostered time of ordinary duty on a day which is a Public Holiday,

30.5.3.4.1.1 Performs ordinary duty on that day, and

30.5.3.4.1.2 Performs work outside the normal hours of duty on that day, payment for the work performed outside the normal hours of duty will be at the rate of double time and a half of the ordinary rate.

30.5.3.4.2 Where a rostered day off duty of an Employee who is normally required to perform rostered time of ordinary duty on days which may be Public Holidays,

30.5.3.4.2.1 Falls on a Public Holiday, and

30.5.3.4.2.2 The Employee is required to perform duty on the rostered day off; payment will be at the rate of double time and a half of the ordinary rate.

**30.6 Overtime – Minimum Period**

**30.6.1** A minimum of three (3) hours overtime will be paid in circumstances where overtime is not continuous with an Employee’s ordinary hours.

**30.7 Overtime – Staff working less than 38 hours a week**

**30.7.1** A part time Employee must be compensated for overtime in accordance with [sub-clause 30.5](#) for work performed outside the hours of operation as defined in [sub-clause 29.1](#).

**30.8 Overtime - Meal Allowance**

**30.9** When an Employee works two or more hours overtime and where that overtime immediately follows an ordinary day’s work, or when an Employee works four hours overtime on a ‘stand-alone’ occasion, for instance where he/she is called in to work a period of overtime, he/she will receive:

**30.9.1** A 20 minute meal break and if taken,

**30.9.2** A meal allowance as outlined in the table below.

EFFECTIVE DATE	AMOUNT
1 August 2010	\$15.50
1 July 2011	\$16.00
1 July 2012	\$16.50
1 July 2013	\$17.00

**30.10 Rest Period After Overtime**

**30.10.1** Except in an emergency, an Employee must not be required to perform:

- a further period of overtime duty; or
- a period of ordinary duty; or
- a further period of scheduled on-call duty; where:

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30.10.1.1 Either the Employee has not been provided with a ten hour rest period between the time of completion of one period of duty and the commencement of the next; or

30.10.1.2 The Employee has not been provided with a ten hour rest period within the preceding 24 hours from the time of the commencement of the on-call duty.

**30.10.2** State Trustees Limited must not make a deduction from normal salary where an Employee is released from normal duty to enable the Employee to observe a rest break set out above.

**30.10.3** An Employee required to work, as a result of an emergency situation, during or after a rest period is due, will receive overtime compensation in accordance with this Agreement for all time worked until a rest period of at least eight hours continuous duration is taken.

## 31 MEAL BREAKS

**31.1** State Trustees Limited will grant meal breaks at times suitable to operational requirements, taking into account the wishes of the Employee. The number and starting and finishing times of meal breaks will be specified.

**31.2** Except where otherwise permitted by this clause, the Employee will not be required to work for more than five hours without an unpaid meal break unless the Employee and State Trustees Limited otherwise agree. The length of the meal interval must be at least thirty minutes.

**31.3** If for operational or emergency reasons the Employee is required to remain on duty, he or she may arrange to take meals during their hours of duty without a specific meal break.

**31.4** Where agreement cannot be reached as specified in [sub-clause 31.1](#) and the Employee is required by State Trustees Limited to work through their meal break in accordance with [sub-clause 31.3](#), time in lieu or payment for overtime will be approved in accordance with this Agreement.

**31.5** If for operational reasons it is impractical for all Employees within a work group to observe the same time for the taking of a meal break, meal breaks will be staggered.

## 32 CHILDCARE

Where Employees are required by State Trustees Limited to work outside their ordinary hours of work and where less than 24 hours' notice of the requirement to perform such work has been given by State Trustees Limited, the Employee will be reimbursed for reasonable childcare expenses incurred. Evidence of expenditure incurred by the Employee must be provided to State Trustees Limited as soon as possible after the working of such hours.

## PART 6 – LEAVE AND PUBLIC HOLIDAYS

### 33 STANDARD DAY FOR APPROVED LEAVE PURPOSES

For each day that an Employee is absent on approved leave, the hours of work for the purposes of such entitlements shall be taken as 7.6 hours. Where an alternative arrangement of days and hours is worked, leave shall be debited on the basis of the actual hours to be worked on the day of the leave.

### 34 ANNUAL LEAVE

- 34.1** An Employee accrues paid annual leave at the rate of four weeks (152 hours for Employees whose ordinary hours of duty average 76 hours per fortnight) for each twelve months of employment.
- 34.2** Annual leave entitlements must ordinarily be taken by the end of the calendar year following the calendar year in which they accrued. By agreement between State Trustees Limited and the Employee, leave may be deferred beyond that date.
- 34.3** For the purposes of establishing the pro-rata leave entitlement of an Employee in an uncompleted calendar year, annual leave will accrue at the rate of 12.67 hours paid leave for each completed month of service.
- 34.4** An Employee, who, upon retirement, resignation or termination of employment, has an outstanding annual leave entitlement, will be paid an amount equal to the unused annual leave entitlement and any unpaid leave loading. Any leave loading for untaken leave payable pursuant to this clause shall be calculated at the rate of 17.5%.
- 34.5** Each Employee will in respect of annual leave taken be entitled to be paid in addition to his or her reduced salary an allowance at the rate of 17.5%, of the Employee's reduced salary for the period of annual leave; including leave credited under [clause 34](#).

#### 34.5.1 Exception

An Employee at Career Level 3 (AEA) or Career Level 4 is not entitled to leave loading.

- 34.6** An Employee may request that one or more weeks of his or her annual leave entitlement be converted to leave on half pay.

#### 34.7 Annual Leave Management

- 34.7.1** The parties agree that it is desirable and beneficial to both Employees and State Trustees Limited that leave be taken annually. Accordingly, the parties agree to cooperate to reduce excessive leave balances and to contain them within a normal limit of 30 days. Leave should be taken within 12 months after the end of the year in which it accrued unless the Employee and State Trustees Limited have agreed otherwise.
- 34.7.2** For Employees who have in excess of 30 days annual leave accrued, arrangements should ordinarily be made to take part or all of that leave, in order to ensure their leave entitlement does not continue to exceed 30 days.
- 34.7.3** State Trustees Limited can enter into discussions with Employees regarding the taking of annual leave during periods of reduced workloads.

## 35 PURCHASED LEAVE

- 35.1** Notwithstanding any other provision of this Agreement, an Employee may, with the agreement of State Trustees Limited, purchase additional leave as detailed in [sub-clause 35.3](#). Access to this entitlement may only be granted on application from an Employee and cannot be required as a precondition for employment.
- 35.1.1** The Purchased Leave flexible work scheme is to be available to all Employees, except fixed appointment Employees on appointments of less than 12 months and to casual Employees.
- 35.1.2** Employees working in accordance with this arrangement will receive Purchased Leave of their annual reduced salary across the 52-week financial year period.
- 35.1.3** Employees will have access to an additional amount of paid leave according to [sub-clause 35.3](#) per annum accrued over the same period. This additional leave will not attract a leave loading payment.
- 35.1.4** No Employee currently employed on a full time basis shall be required to work according to the Purchased Leave flexible work scheme or be transferred to another position to enable the Purchased Leave scheme to be implemented.
- 35.1.5** All Purchased Leave must be taken during the twelve (12) month period for which approval to participate in the scheme has been given.
- 35.1.6** An Employee with an accrued excess leave balance of over 30 day's annual leave during the year will not be permitted to enter into the Purchased Leave scheme.
- 35.2** An Employee may revert to ordinary 52-week employment by giving State Trustees Limited no less than four weeks' written notice. Where an Employee so reverts to 52-week employment, appropriate pro-rata reduced salary adjustments will be made.
- 35.3** The Employee will receive additional annual leave as follows:
- 35.3.1** 51/52 weeks - Additional 1 week's leave (5 weeks in total)  
50/52 weeks - Additional 2 weeks' leave (6 weeks in total)  
49/52 weeks - Additional 3 weeks' leave (7 weeks in total)  
48/52 weeks - Additional 4 weeks' leave (8 weeks in total)  
47/52 weeks - Additional 5 weeks' leave (9 weeks in total)  
46/52 weeks - Additional 6 weeks' leave (10 weeks in total)  
45/52 weeks - Additional 7 weeks' leave (11 weeks in total)  
44/52 weeks - Additional 8 weeks' leave (12 weeks in total)
- 35.4** The Employee will receive the reduced salary equal to the period worked (e.g. 46 weeks, 49 weeks) which will be spread over a 52 week financial year period.
- 35.4.1 Leave Accrual under Purchased Leave Arrangements**
- 35.4.1.1** Accrual of personal and annual leave by the Employee shall remain unchanged;
- 35.4.1.2** Long service leave shall be accrued on a pro-rata basis during the period of purchased leave.
- 35.5** State Trustees Limited will endeavour to accommodate Employee requests for arrangements under this clause, and where such requests are granted will make proper arrangements to ensure that the workloads of other Employees are not unduly affected and that excessive overtime is not required to be performed by other Employees as a result of these arrangements.

## 36 PUBLIC HOLIDAYS

**36.1** Where the nature of the employment of Employees permits the observance of public holidays as they occur, Employees (other than casual Employees) shall be entitled to the following holidays without loss of pay:

**36.1.1** New Year's Day, Good Friday, Easter Saturday, Easter Monday, Christmas Day, Boxing Day, Australia Day, ANZAC Day, Queen's Birthday, Labour Day and Melbourne Cup Day and any other day or part day declared or prescribed under a law of the State of Victoria to be observed generally within the State of Victoria as a public holiday.

**36.1.2** When Christmas Day is a Saturday or a Sunday, a holiday in lieu thereof shall be observed on 27 December or any other day as gazetted.

**36.1.3** When Boxing Day is a Saturday or a Sunday, an additional day shall be observed on 28 December or any other day as gazetted.

**36.1.4** When New Year's Day is a Saturday or a Sunday, an additional day shall be observed on the next Monday or any other day as gazetted.

**36.1.5** When Australia Day is a Saturday or a Sunday, a holiday in lieu shall be observed on the next Monday.

### **36.2 Christmas Day**

**36.2.1** An Employee who works on Christmas Day shall be:

36.2.1.1 Paid at the appropriate holiday rate; and

36.2.1.2 If such an Employee also works on the substituted day or days, he or she shall be paid at the ordinary time rate on this day or these days.

**36.2.2** If the Employee works on the substituted day and not the declared public holiday, the Employee shall receive public holiday entitlements for working the substituted day. The Employee shall only receive the benefit for either the declared public holiday or the substituted day contingent on the day worked.

**36.2.3** For the purpose of this sub-clause, "ordinary time" means the amount the Employee would normally receive for working on that particular day, including any allowance and/or overtime payment and/or other payment which would normally apply.

### **36.3 Additional Public Holidays**

Where additional or substitute public holidays are declared or prescribed, those days shall constitute additional holidays for the purpose of this Agreement for Employees who have their place of principle employment in a municipality to which the additional public holiday applies.

### **36.4 Substitution of Public Holiday**

State Trustees Limited and Employees may agree to substitute another day for any prescribed in this clause. For this purpose, the consent of the majority of affected Employees shall constitute agreement. Any such arrangement shall be recorded in writing and be available to every affected Employee.

**36.5** An Employee may, by agreement with State Trustees Limited, substitute another day for any prescribed in this clause to observe religious or cultural occasions or like reasons of significance to the Employee.

### **36.6 Substituted Leave – Public Holidays**

Where the nature of the employment of Employees does not permit the observance of public holidays as they occur, State Trustees Limited may request the Employees to work on a public holiday if the request is reasonable. If an Employee is required by State Trustees Limited to work on a public holiday, substituted leave will be granted to the Employee.

### **36.7 Part-time Employment**

For part-time Employees, payment for a public holiday granted as a day's leave will be made only in respect of those public holidays on which the part-time Employees would have worked had there been no public holiday.

## 37 INFECTIOUS DISEASES/DANGEROUS MEDICAL CONDITIONS

Upon report by a Registered Health Practitioner that by reason of contact with a person suffering from an infectious disease and through the operation of restrictions imposed by law in respect of such disease, an Employee is unable to attend work, State Trustees Limited will grant the Employee special leave of absence with pay. The period of leave must not be for any period beyond the earliest date at which it would be practicable for the Employee to return to work having regard to the restrictions imposed by law.

Where State Trustees Limited reasonably believes that the Employee is in such state of health as to render the Employee a danger to other Employees, State Trustees Limited may require the Employee to absent himself or herself from the workplace until the Employee obtains and provides to State Trustees Limited a report from a Registered Health Practitioner. Upon receipt of the medical report, State Trustees Limited may direct the Employee to be absent from duty for a specified period or, if already on leave, direct such Employee to continue on leave for a specified period. Any such absence of an Employee will be regarded as sick leave.

## 38 PERSONAL/CARER'S LEAVE

The provisions of this clause apply to full-time and part-time Employees, but do not apply to casual Employees (with the exception of [sub-clause 38.5](#)).

### 38.1 Amount of Paid Personal/Carer's Leave

**38.1.1** Paid personal leave will be available to an Employee when they are absent due to:

- 38.1.1.1 Personal illness or injury (sick leave); or
- 38.1.1.2 For the purposes of caring for an immediate family or household member who requires the Employee's care or support because they are ill/injured or are subject to an unexpected emergency (carer's leave); or
- 38.1.1.3 For the purpose of providing ongoing care and attention to another person who is wholly or substantially dependent on the Employee provided that the care and attention is not wholly or substantially on a commercial basis (carer's leave).
- 38.1.1.4 Pre-natal leave as described in [sub-clause 40.8](#).

**38.1.2** An Employee is entitled to 15 days personal leave for each year of service. An Employee will receive an entitlement of 15 days personal leave upon commencement of employment with State Trustees Limited. After the first year of service, an Employee's entitlement to paid personal leave accrues progressively during a year of service according to the Employee's ordinary hours of work.

**38.1.3** Any Employee employed with State Trustees Limited prior to 1 November 2010 will continue to accrue the total personal leave entitlement on each anniversary of employment.

**38.1.4** Any unused personal/carers leave will accumulate from year to year and cannot be cashed out or paid out on termination of employment.

### 38.2 Immediate Family or Household

**38.2.1** The entitlement to carer's leave is subject to the person in respect of whom the leave is taken being either:

- 38.2.1.1 A member of the Employee's immediate family;
  - Spouse (including a de facto and former spouse) of the Employee;
  - Child, adult child (including adopted child, stepchild or an ex-nuptial child) or grandchild of the Employee or spouse;
  - Parent or parent-in-law of the Employee or spouse;
  - Grandparent of the Employee or spouse;
  - Sibling of the Employee or spouse;
  - Or any other as agreed between State Trustees Limited and the Employee.

A de facto spouse means a person who lives with the Employee as husband, wife or same sex partner on a bona fide domestic basis, although not legally married to the Employee; or

38.2.1.2 A member of the Employee's household.

38.2.1.3 A person described in 38.1.1.3.

**38.3** An Employee is entitled to use accumulated personal leave for the purposes of sick leave or carer's leave where the current year's personal leave entitlement has been exhausted.

**38.4** An Employee must inform their Manager or Team Leader of their inability to attend work, prior to their normal commencement time and, if it is not possible to do so, then as soon as reasonably practicable thereafter. The Employee must also advise their Manager or Team Leader of the purpose of the leave (whether sick or carer's leave) and the estimated duration of the absence.

**38.5 Documentary Evidence**

**38.5.1** To be entitled to Personal Leave, an Employee must give State Trustees Limited a document of whichever of the following type applies within a reasonable period of time:

38.5.1.1 If it is reasonably practicable to do so – a medical certificate from a registered health practitioner; or

38.5.1.2 If it is not reasonably practicable for the Employee to give State Trustees Limited a medical certificate – a statutory declaration made by the Employee for Personal Leave; in the following circumstances:

38.5.1.2.1 In excess of 30.4 hours (equivalent to 4 days) in each calendar year of employment; or

38.5.1.2.2 more than 2 consecutive days; or

38.5.1.2.3 On any Monday,

38.5.1.2.4 On any day either side of a public holiday as described in [clause 36](#).

**38.5.2** Failure by an Employee to provide the required certification within a reasonable period of time may render the Employee liable to be taken off paid leave.

**38.5.3** State Trustees Limited may require that an Employee provide a further medical certificate from a nominated registered health practitioner in the case of insufficient information for any period of personal leave exceeding 6 weeks. State Trustees Limited bears the cost of engaging an additional registered health practitioner.

**38.5.4** Where State Trustees Limited has reasonable grounds to believe that the Employee does not have the capacity to undertake their duties or that there may be a risk to other Employees in allowing the Employee to continue to undertake their duties, State Trustees Limited may, following advice from the General Manager, People & Culture require the Employee to provide a medical certificate from a registered medical practitioner in relation to their capacity to work or to safely perform their duties.

**38.6 Carer's Leave**

**38.6.1** An Employee (including a casual Employee) may take up to 2 days unpaid carer's leave on each occasion when a member of the Employee's immediate family, or a member of the Employee's household, requires care or support because they are ill/injured or are subject to an unexpected emergency.

**38.6.2** An Employee may elect, with the consent of State Trustees Limited, to work make-up time, under which the Employee takes time off during ordinary hours, and works those hours at a later time during the Employee's spread of ordinary hours.

**38.6.3 Casual Employment – Caring Responsibilities**

38.6.3.1 Subject to established notice requirements and evidence requirements for bereavement leave or leave taken to care for members of the Employee's immediate family or household who are sick and require care and support, casual Employees are entitled to not be available to attend work, or to leave work:

38.6.3.1.1 If they need to care for members of their immediate family or household who are sick and require care and support, or who require care due to an unexpected emergency, or the birth of a child; or

38.6.3.1.2 Upon the death of an immediate family or household member.

38.6.3.2 State Trustees Limited and the Employee shall agree on the period for which the Employee will be entitled to not be available to attend work. In the absence of agreement, the Employee is entitled to not be available to attend work for up to two days per occasion. The casual Employee is not entitled to any payment for the period of non-attendance.

38.6.3.3 State Trustees Limited must not fail to re-engage a casual Employee because the Employee accessed the entitlements provided for in this clause. The rights of State Trustees Limited to engage or not to engage a casual Employee are otherwise not affected.

## 39 BEREAVEMENT/COMPASSIONATE LEAVE

**39.1** An Employee is entitled to take up to three days bereavement/compassionate leave on each occasion when a member of the Employee's immediate family, household or other person as agreed by State Trustees Limited;

**39.1.1** Contracts or develops a personal illness that poses a serious threat to his or her life;

**39.1.2** Sustains a personal injury that poses a serious threat to his or her life; or

**39.1.3** Dies.

**39.2** Any unused portion of this leave will not accrue from year to year and will not be paid out on termination.

**39.3** State Trustees Limited will require the Employee to provide satisfactory evidence to support the taking of bereavement/compassionate leave.

## 40 PARENTAL LEAVE

### 40.1 Parental Leave

Parental leave means paid and unpaid maternity, paternity/partner, adoption and guardianship leave, subject to the following provisions of this clause. Eligible casual Employees, are also entitled to unpaid parental leave entitlement, subject to notice and evidentiary requirements.

**40.1.1** An eligible casual Employee means a casual Employee:

40.1.1.1 Who has been employed on a long term basis, who has a reasonable expectation of continuing employment with State Trustees Limited on a regular and systematic basis; and

40.1.1.2 who has, but for the taking of birth related leave or adoption related leave, a reasonable expectation of continuing employment by State Trustees Limited on a regular and systematic basis.

**40.1.2** State Trustees Limited must not fail to re-engage a casual Employee because:

40.1.2.1 The Employee or Employee's spouse is pregnant; or

40.1.2.2 The Employee is or has been immediately absent on parental leave.

40.1.2.3 The rights of State Trustees Limited in relation to engagement and re-engagement of casual Employees are not affected, other than in accordance with this clause.

**40.2 Maternity Leave**

**40.2.1** A female Employee, other than a casual Employee, will be entitled to take a period of parental leave as paid leave in accordance with 40.2.2 provided that the Employee has completed 12 months continuous service since joining State Trustees Limited and since completing any previous parental leave. By agreement between State Trustees Limited and the Employee the paid leave may be granted at half pay. State Trustees Limited will not unreasonably withhold the granting of this leave.

**40.2.2** Paid Maternity leave

Effective Date	Paid Maternity leave entitlement
1 August 2010	12 weeks
1 July 2011	12 weeks
1 July 2012	14 weeks
1 July 2013	14 weeks

**40.2.3** If she is the primary care giver, she will be entitled to a further period of unpaid leave, but the total of her paid and unpaid leave must not exceed 52 weeks and is only available in a single unbroken period. If she does not qualify for paid maternity leave, she will be entitled to take up to 52 weeks unpaid maternity leave. An Employee who has been on leave without pay in excess of 52 weeks does not have an entitlement to paid maternity leave whilst on such leave without pay.

**40.2.4** An Employee shall confirm her intention of returning to work by notice in writing to State Trustees Limited, given not less than four weeks prior to the expiration of the period of maternity leave. If agreed by State Trustees Limited and the Employee, the return to work can be on a part-time basis until the commencement of the child's schooling. If such part-time work is requested by the Employee, State Trustees Limited will not unreasonably withhold agreement. It is agreed that the three-year limitation on the use of fixed appointment employment does not apply in these cases.

**40.3 Special Maternity Leave**

**40.3.1** Where the pregnancy of an Employee not then on maternity leave terminates other than by the birth of a living child, the Employee may take leave for such periods as a registered medical practitioner certifies necessary, as follows:

40.3.1.1 Where the pregnancy terminates during the first 20 weeks, during the certified period/s the Employee is entitled to access any paid and/or unpaid personal leave entitlements in accordance with the relevant personal leave provisions;

40.3.1.2 Where the pregnancy terminates after the completion of 20 weeks, during the certified period/s the Employee is entitled to 6 weeks paid special maternity leave provided that the Employee has completed 12 months continuous service since joining State Trustees Limited and since completing any previous parental leave. The Employee may request 12 weeks leave be granted at half pay, this request will not unreasonably be withheld.

40.3.1.3 Where an Employee is suffering from an illness not related to the direct consequences of the confinement, an Employee may take any paid personal leave to which she is entitled in lieu of, or in addition to, unpaid special maternity leave.

40.3.1.4 Where an Employee (not then on maternity leave) suffers illness related to her pregnancy, she may take any paid personal leave to which she is then entitled and such further unpaid special maternity leave as a registered medical practitioner certifies as necessary before her return to work.

#### 40.4 Paternity/Partner Leave

- 40.4.1** An Employee other than a casual Employee who has at least 12 months continuous paid service will be entitled to 2 weeks paid paternity/partner leave in connection with the birth of a child for whom he or she has accepted responsibility, to be taken from 1 week prior to the expected date of birth up to or within 3 months of the birth.
- 40.4.2** If he or she is the primary care giver he or she will be entitled to paid leave in accordance with sub-clause 40.2.2 which is to be taken within the first 14 weeks of the birth of the child. This paid period of leave is inclusive of the paid paternity/partner leave as outlined in sub-clause 40.2.1. If he or she continues to be the primary care giver, he or she is entitled to apply for a further period of unpaid paternity/partner leave within the first twelve (12) months of the birth of the child or accepting responsibility for the child. The total of his or her paid and unpaid leave must not exceed 52 weeks and is only available in a single unbroken period.
- 40.4.3** An Employee will also be entitled to 1 weeks paid paternity/partner leave if the mother of the child has a miscarriage of her pregnancy where it has advanced to at least 20 weeks.
- 40.4.4** An Employee shall confirm his or her intention of returning to work by notice in writing to State Trustees Limited, given not less than four weeks prior to the expiration of the period of paternity/partner leave. If agreed by State Trustees Limited and the Employee, the return to work can be on a part-time basis until the commencement of the child's schooling. If such part-time work is requested by the Employee, State Trustees Limited will not unreasonably withhold agreement. It is agreed that the three-year limitation on the use of fixed appointment employment does not apply in these cases.

#### 40.5 Adoption Leave

- 40.5.1** An Employee seeking to adopt a child may take up to two days of unpaid pre-adoption leave to attend any interviews or examinations required to obtain approval for the adoption.
- 40.5.2** If an Employee other than a casual Employee is adopting a child under 16 years of age and has at least 12 months continuous paid service, he or she will be entitled to 12 weeks paid adoption leave in connection with the adoption of the child if he or she is the primary care giver, or 2 weeks paid adoption leave if he or she is the secondary care giver. Adoption leave can be taken either before and/or after the adoption. This leave is only available when the adopted child has not previously lived continuously with either parent for at least six months and is not a child or step child of either parent.
- 40.5.3** If the Employee is the primary care giver, he or she will be entitled to a further 40 weeks of unpaid adoption leave. An Employee shall confirm his or her intention of returning to work by notice in writing to State Trustees Limited, given not less than four weeks prior to the expiration of the period of adoption leave. If agreed by State Trustees Limited and the Employee, the return to work can be on a part-time basis until the commencement of the child's schooling. If such part-time work is requested by the Employee, State Trustees Limited will not unreasonably withhold agreement. It is agreed that the three year limitation on the use of fixed appointment employment does not apply in these cases.

#### 40.6 Guardianship Leave

An Employee with 12 months continuous service shall be granted 2 weeks paid leave upon taking the primary carers' role of a child or children and accepting the permanent care/guardianship of such child/children under the age of five years. Satisfactory evidence will be required to be produced to State Trustees Limited before such leave will be granted.

#### 40.7 Pre-Natal Leave

- 40.7.1** An Employee, other than a casual Employee, who presents a medical certificate from a registered medical health practitioner stating that she is pregnant will have access to paid leave totalling up to 38 hours per pregnancy, from her personal leave entitlements contained in [clause 38](#), to enable her to attend the routine medical appointments

associated with the pregnancy. Each absence must be covered by a medical certificate.

**40.7.2** The business area should be flexible enough to allow such Employees the ability to leave work and return on the same day.

**40.7.3** On presentation of a medical certificate stating such, any Employee who has a partner who is pregnant will have access to paid leave, from his personal leave entitlements contained in [clause 38](#), totalling up to 7.6 hours per pregnancy to enable their attendance at routine medical appointments associated with the pregnancy. Each absence must be covered by a medical certificate.

**40.8 Half Pay Provision**

State Trustees Limited may allow an Employee who is entitled to paid parental leave to take that leave at half pay for a period equal to twice the period to which the Employee would otherwise be entitled.

**40.9 Extending Parental leave**

An Employee who takes parental leave for up to a period of 52 weeks, may request that State Trustees Limited agree to an extension of unpaid parental leave for a further period of up to 12 months immediately following the end of the initial parental leave period.

**40.10 Leave without Pay**

Notwithstanding clause 40.9 leave without pay may be granted, as an extension of Parental leave on an annual basis. Leave without pay of a maximum of 7 years in aggregate may be granted during the course of employment.

Unless otherwise provided for in this Agreement, leave without pay granted under this clause shall not break the Employee's continuity of employment but leave without pay will not count as service for leave accrual or other purposes.

**40.11 Parental leave and other entitlements**

**40.11.1** An Employee may in lieu of or in conjunction with parental leave, access any annual leave or long service leave entitlements which they have accrued subject to the total amount of leave not exceeding 52 weeks or a longer period as agreed under [clause 40](#).

**40.12 Transfer to a Safe Job**

Where an Employee is pregnant and, in the opinion of a registered medical practitioner, illness or risks arising out of the pregnancy or hazards connected with the work assigned to the Employee make it inadvisable for the Employee to continue at her present work, the Employee will, if State Trustees Limited deems it practicable, be transferred to a safe job at the rate and on the conditions attaching to that job until the commencement of maternity leave.

If the transfer to a safe job is not practicable, the Employee may elect, or State Trustees Limited may require the Employee to commence paid leave for such period as is certified necessary by a registered medical practitioner.

**40.13 Replacement Employees**

A 'replacement Employee' is an Employee specifically engaged or temporarily promoted or transferred, as a result of an Employee proceeding on parental leave.

Before State Trustees Limited engages a replacement Employee State Trustees Limited must inform that person of the temporary nature of the employment and of the rights of the Employee who is being replaced.

**40.14 Right to request**

**40.14.1** An Employee entitled to parental leave pursuant to the provisions of clause 40.1 may request State Trustees Limited to allow the Employee:

40.14.1.1 to extend the period of simultaneous unpaid parental leave up to a maximum of eight weeks;

40.14.1.2 to return from a period of parental leave on a part-time basis until the child reaches school age. Where an Employee wishes to make such a

request, such a request must be made as soon as possible but no less than seven weeks prior to the date upon which the Employee is due to return to work from parental leave;

40.14.1.3 to assist the Employee in reconciling work and parental responsibilities.

**40.14.2** State Trustees Limited shall consider the request having regard to the Employee's circumstances and, provided the request is genuinely based on the Employee's parental responsibilities, may only refuse the request on reasonable grounds related to the effect on the workplace or State Trustees Limited's business. Such grounds might include cost, lack of adequate replacement staff, loss of efficiency and the impact on customer service.

#### **40.15 Public Holidays During Paid Parental Leave**

Where a public holiday occurs during a period of paid parental leave granted to an Employee, the public holiday is not to be regarded as part of the paid parental leave and State Trustees Limited will grant the Employee a day off in lieu.

## **41 EXCEPTIONAL PERSONAL/CARER'S LEAVE**

**41.1** In the event of a serious or terminal illness, which results in an Employee being absent from work for an extended period of time (usually 3 consecutive months or more), State Trustees Limited will have the discretion to grant additional paid leave to the Employee up to a period of four weeks.

**41.2** This additional leave may only be accessed if all of the Employee's current and approved personal leave has been exhausted, and the quantum of leave granted will depend on the discretion of the appropriate General Manager, who will not withhold approval unreasonably.

**41.3** An appropriate medical certificate will be required in circumstances where exceptional sick leave is being requested.

## **42 LONG SERVICE LEAVE**

### **42.1 Basic Entitlement**

An Employee who has ten years of continuous service with State Trustees Limited is entitled to the equivalent of 13 weeks long service leave with pay. For each additional period of 5 years continuous service with State Trustees Limited, an Employee is entitled to the equivalent of 6.5 weeks long service leave with pay.

### **42.2 Public Holidays During Leave**

Where a public holiday occurs during a period of long service leave granted to an Employee, the public holiday is not to be regarded as part of the long service leave and State Trustees Limited will grant the Employee a day off in lieu.

### **42.3 Eligible Period of Service**

In [sub-clause 42.4](#) "eligible period of service" in relation to an Employee means the period of continuous service between four and seven years:

**42.4** An Employee is entitled, or in the case of death is deemed to have been entitled, to an amount of long service leave with pay equalling one-fortieth of the Employees eligible period of service with State Trustees Limited if:

**42.4.1** On account of age or ill health:

42.4.1.1 The Employee retires or is retired; or

42.4.1.2 The employment of the Employee is terminated; or

**42.4.2** The employment of the Employee is terminated for any other reason except for serious misconduct or resignation by the Employee; or

**42.4.3** The Employee dies.

### **42.5 Period of Leave**

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**42.5.1** State Trustees Limited may allow an Employee who is entitled to long service leave to take the whole or any part of that leave at half pay for a period equal to twice the period to which the Employee would otherwise be entitled.

**42.5.2** An Employee is able to access pro-rata long service leave after 7 years.

### **42.6 Payment for Leave**

**42.6.1** The pay to which an Employee is entitled for the period during which long service leave is granted shall:

42.6.1.1 If the leave is granted with full pay - be computed in the same manner as if the Employee had remained on duty during that period; or

42.6.1.2 If the leave is granted at half pay - be computed at half the rate the Employee would have received had the leave been granted with full pay.

**42.6.2** In computing the pay of an Employee for or in lieu of long service leave, that pay includes:

42.6.2.1 Any additional payment payable for a higher duties assignment where the assignment has continued for a period of at least 12 months before the commencement of the leave; and

42.6.2.2 Any annual allowance payable to the Employee which State Trustees Limited determines should be included, but does not include:

42.6.2.2.1 Any payment of overtime, commuted overtime or penalty rates; or

42.6.2.2.2 Any travelling or transport allowance; or

42.6.2.2.3 Any allowance in the nature of reimbursement of expenditure.

**42.7** An Employee who has a right to accrued long service leave and who has not taken that leave may, with the approval of State Trustees Limited, be paid in lieu of that leave or any part of that leave, the money value of the leave or part of the leave, as the case may be.

## **43 EXTENDED LEAVE SCHEME**

**43.1** Notwithstanding any other provision of this Agreement, an Employee may, with the agreement of State Trustees Limited, receive, over a four-year period, 80% of the gross salary they would otherwise be entitled to receive in accordance with this Agreement, provided such gross salary is no less than the relevant rate of pay.

**43.2** On completion of the fourth year, the Employee will be entitled to 12 months leave and will receive an amount equal to 80% of the gross salary they were entitled to in the fourth year of deferment.

**43.3** Where an Employee completes four years of service under this extended leave scheme and is thereby not required to attend duty in the fifth year, the period of non attendance shall not constitute a break in service and shall count as service for all purposes.

**43.4** If State Trustees Limited agrees, the Employee may by written notice withdraw from this scheme prior to completing a four-year period. The Employee will receive a lump sum payment of gross salary forgone to that time but will not be entitled to equivalent absence from duty.

## **44 DEFENCE RESERVE LEAVE**

**44.1** Leave will be granted for Defence Reserve service up to a maximum period of 78 weeks continuous service.

**44.2** An Employee required to complete Defence Reserve service will consult with State Trustees Limited regarding the proposed timing of the service and will give State Trustees Limited a minimum of 4 weeks notice where possible notice of the time when the service will take place.

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**44.3** Where the reduced salary excluding allowances received by the Employee from the Australian Defence Force in respect of Defence Reserve service during his or her ordinary hours of work is below the Employees State Trustees Limited reduced salary, State Trustees Limited will, unless exceptional circumstances arise, pay to the Employee make up pay for the period of Defence Reserve service.

## 45 JURY SERVICE

- 45.1** If any Employee is required to appear and serve as a juror under the *Juries Act 2000*, he or she is entitled to leave with pay for the period during which his or her attendance at court is required, subject to the production of satisfactory evidence of such attendance.
- 45.2** Any compensation paid to the Employee in accordance with the *Juries Act 2000* for serving as a juror during his or her ordinary hours of work must be repaid to State Trustees Limited, with reasonable expenses actually incurred over and above those which the Employee would normally incur being offset against this amount.

## 46 LEAVE FOR BLOOD DONATIONS

Leave may be granted to an Employee without loss of pay to visit the Red Cross Blood Bank as a donor once every three months. State Trustees Limited will not pay or reimburse any cost incurred in giving blood by the Employee.

## 47 LEAVE TO ENGAGE IN EMERGENCY RELIEF ACTIVITIES

- 47.1** An Employee is entitled to take leave to engage in community service activities as defined in the *FW Act*, including but not limited to voluntary emergency relief work for the Country Fire Authority, Red Cross, State Emergency Service and St John Ambulance. The Employee may be released from normal duty without loss of pay where an emergency situation arises that requires the attendance of the Employee. This includes release from duty for reasonable travel time and reasonable rest time following the emergency situation. Leave will only be granted provided that release for volunteer activities is reasonable in all the circumstances and that satisfactory evidence is provided of the Employee's bona fide involvement in the emergency activity.
- 47.2** An Employee is entitled to be released from normal duty in respect of reasonable travel time associated with the Employee's attendance at the emergency situation and for reasonable rest time following the emergency situation.
- 47.3** An Employee who is required to attain qualifications or to requalify to perform activities in an emergency relief organisation may be granted leave with pay for the period of time required to fulfil the requirements of the training course pertaining to those qualifications, provided that such training can be undertaken without unduly affecting the operations of State Trustees Limited.
- 47.4** Leave granted under this clause shall be included as service for the purpose of annual, personal and long service leave.

## 48 LEAVE TO ENGAGE IN VOLUNTARY COMMUNITY ACTIVITIES

### 48.1 Voluntary Community Activities

- 48.1.1** State Trustees Limited will develop provisions to promote and facilitate participation by their Employees in volunteering to assist community organisations.
- 48.1.2** An Employee who is elected to a Municipal Council or Committee of Management of a community organisation may be granted leave with pay to fulfil their official functions during their term of office as follows:
- 48.1.2.1 Mayor/Chair/President - up to three hours per week, or where special occasions arise, six hours per fortnight; and
  - 48.1.2.2 Councillor/Committee member - up to three hours per fortnight, or where special occasions arise, six hours per month.
  - 48.1.2.3 Any other organisation as agreed between State Trustees Limited and the Employee.

## 49 STUDY LEAVE

- 49.1** State Trustees Limited may grant to an Employee paid leave to attend an accredited course of study provided by an educational institution or registered training organisation.
- 49.2** An Employee may be granted on a per annum basis the following study leave;
- |  |                           |
|--|---------------------------|
| <b>47.2.1</b> One (1) subject            | 2 days                    |
| <b>47.2.2</b> Two (2) subjects           | 4 days                    |
| <b>47.2.3</b> Three (3) or more subjects | Up to a maximum of 5 days |
- 49.3** An Employee may be granted on a per annum basis examination leave of half a day per subject.
- 49.4** State Trustees Limited may grant additional leave with or without pay as considered necessary.

## 50 MILITARY SERVICE SICK LEAVE

- 50.1** Employees may be eligible to be granted military service sick leave while unfit for duty because of a military-caused condition.
- 50.2** A military caused condition means an injury or disease of an Employee that has been determined under the *Veterans' Entitlements Act 1986* as amended from time to time to be military-caused or defence-caused.
- 50.3** Employees are allotted a 9-week, once only, special credit of military service sick leave on commencement of ongoing employment with State Trustees Limited. If the Employee was eligible for military service sick leave during a previous period of State Trustees Limited employment, on rejoining State Trustees Limited the special credit allotted will be any special credit that remained unused on the final day of the previous State Trustees Limited employment.
- 50.4** In addition to the special credit, ongoing Employees are allotted a 3-week credit of military service sick leave on commencement, and yearly after each subsequent 12 months' service. Unused annual credits will accumulate, subject to a maximum annual credit balance of 9 weeks. If the Employee was eligible for military service sick leave during a previous period of State Trustees Limited employment, on rejoining State Trustees Limited any unused accrued annual credits can be brought forward, subject to the maximum annual credit of 9 weeks.
- 50.5** Approval of a grant of military service sick leave will be subject to the provision of a medical certificate stating the nature of the medical condition and a statement from the Department of Veterans' Affairs stating the medical condition is a military-caused condition.
- 50.6** Leave from annual credits may not be granted until the special credit has expired.
- 50.7** Where an Employee's military service sick leave credits have expired, personal leave provisions will apply.
- 50.8** Military service sick leave counts as service for all purposes.
- 50.9** Military service sick leave accruals will be deferred by all periods where an Employee has been absent on leave without pay, which does not count as service, or for any unauthorised absence.
- 50.10** Leave which counts as service for personal leave purposes will be deemed to count as service for military service sick leave purposes.
- 50.11** This clause is limited by any other Act, Legislation or Compensation arrangement relating to military service.

## 51 LEAVE WITHOUT PAY

- 51.1 State Trustees Limited may grant an Employee leave without pay for any purpose.
- 51.2 Unless otherwise provided for in this Agreement, leave without pay granted under this clause shall not break the Employee's continuity of employment but leave without pay will not count as service for leave accrual or other purposes.

## 52 FLEXI LEAVE

- 52.1 Flexi-leave is any hours worked in addition to a 76-hour fortnight. This gives the Employee the option, subject to [sub-clause 52.2](#) to take time off for extra hours worked.
- 52.2 In some circumstances Employees may work standard hours and therefore the ability to accrue flexi-leave does not apply. However, in this situation a 38-hour week is required to be worked.
- 52.3 The following policy conditions apply to the provision of flexi-leave:
  - 52.3.1 Hours are accurately recorded by the Employee;
  - 52.3.2 Flexi-leave to be taken is recorded in Employee Self Service; and
  - 52.3.3 Flexi-leave to be taken is to be requested at least 48-hours before the time taken. When the time is requested a review of the operational requirements needs to occur by the Team Leader or Manager before flexi-leave will be approved.
- 52.4 **Flexi Leave Accrual**
  - 52.4.1 Flexi leave accrued within Hours of Operation as defined in [sub-clause 29.1](#) must be:
    - 52.4.1.1 The accumulation of the first 7.6 hours is undertaken at the election of the Employee.
    - 52.4.1.2 The accumulation of any time subsequent to the first 7.6 hours is subject to Team Leader or Manager pre-approval.
    - 52.4.1.3 Flexi leave must be taken within 4 weeks of its accumulation unless otherwise agreed by State Trustees Limited.
    - 52.4.1.4 Team Leaders and Managers will not unreasonably withhold approval of flexi-leave being taken.
    - 52.4.1.5 Any time worked without Team Leader or Manager approval will be forfeited with the exception of [sub-clause 52.4.1.1](#).
  - 52.4.2 Any flexi leave accrued outside of the Hours of Operation must be:
    - 52.4.2.1 Within the Span of Hours, as described in [sub-clause 29.1](#) and
    - 52.4.2.2 Mutually agreed between State Trustees Limited and the Employee.
- 52.5 An Employee may carry over a debit balance of up to 1 day (7.6 hours) at the end of each calendar month, if an Employee is in debit by more than 1 day (7.6 hours) then the next pay date these hours need to either be deducted from the Employees pay or from their annual leave balance.
- 52.6 In the event of an Employee needing to take up to 1 day off without sufficient flexi-leave time accrual, State Trustees Limited shall allow that Employee to make up the time under the following conditions:
  - 52.6.1 Subject to prior approval by Team Leader or Manager;
  - 52.6.2 Subject to business needs;
  - 52.6.3 When the event cannot be covered by other leave arrangements; and
  - 52.6.4 The time taken is made up within 2-weeks of the time taken off.
- 52.7 The Employee shall not be required by State Trustees Limited to take flexi-leave within 4 weeks of being accrued when the accrual is less than 1 day (7.6 hours). When the accrual reaches 1 full day (7.6 hours) it must be taken according to [sub-clause 52.4.1.3](#) unless otherwise agreed by State Trustees Limited.

- 52.8 The accrual of flexi-time after the first 7.6 hours will be according to the needs of the Business Area and aligned to the Employees personal requirements where possible.
- 52.9 Flexi-leave days off can be rostered in advance on a basis agreed with State Trustees Limited.
- 52.10 An Employee, currently on a performance plan for under performance, has no capacity to accrue flexi-leave or overtime for the duration of the performance plan.
- 52.11 State Trustees Limited undertakes to not make any unreasonable work demands on the Employee.
- 52.12 An Employee classified as Career Level 3 (AEA) or Career Level 4 is not entitled to accrue flexi leave.

**52.13 Payment of Overtime as Flexi Leave**

52.13.1 Where an Employee is granted flexi leave for overtime worked in accordance with [sub-clause 30.3.2](#), the accrual will occur on the following basis:

- 52.13.1.1 In the case of overtime worked Monday to Friday on an hour to hour basis; and
- 52.13.1.2 In the case of overtime worked on Weekends or Public Holidays, 2 hours of flexi-leave in lieu of each hour worked

**53 LEAVE TO ATTEND ALCOHOL & DRUG REHABILITATION PROGRAM**

53.1 An Employee, other than a casual Employee, may be granted leave with or without pay to undertake an approved rehabilitation program where State Trustees Limited is satisfied that:

- 53.1.1 The Employee's work performance is adversely affected by the misuse of drugs or alcohol;
- 53.1.2 The Employee is prepared to undertake a course of treatment designed for the rehabilitation of persons with alcohol or drug misuse problems; and
- 53.1.3 A registered medical practitioner has certified that in his or her opinion the Employee is in need of assistance because of their misuse of alcohol or drugs and that the Employee is suitable for an approved rehabilitation program.

53.2 On production of proof of attendance at an approved rehabilitation program, an Employee may be granted leave as follows:

53.2.1 An Employee who has completed 2 years' continuous or aggregate service and who has exhausted all other accrued leave entitlements may be granted leave with pay up to the maximum number of days specified below:

YEARS OF SERVICE	FIRST YEAR OF PROGRAM	SUBSEQUENT YEARS OF PROGRAM
2 years	20 days	15 days
3 years	27 days	20 days
4 years	33 days	25 days
5 or more years	40 days	30 days

53.2.2 An Employee who has completed less than two years continuous or aggregate service may be granted leave without pay for the purposes of attending an approved rehabilitation program.

**54 PARTICIPATION IN SPORTING EVENTS**

State Trustees Limited may grant leave with pay up to a maximum of two weeks in any two year period for an Employee to participate either as a competitor or an official in any non professional state, national or international sporting event.

## PART 7 – OCCUPATIONAL HEALTH AND SAFETY

### 55 ACCIDENT COMPENSATION

#### 55.1 Accident Make-up Pay

55.1.1 Where an Employee is absent from duty as a result of sustaining an injury in respect of which the Employee is entitled to weekly payments of compensation under the *Accident Compensation Act 1985*, the Employee will, except where otherwise provided in [sub-clause 55.2](#) below, be entitled to accident make-up equivalent to his or her gross salary less the amount of weekly compensation payments.

#### 55.2 Payment – Maximum Entitlement

55.2.1 State Trustees Limited will continue to make payment to the Employee for a period of 52 weeks or an aggregate of 261 working days unless employment ceases.

55.2.2 An entitlement to paid accident compensation leave shall cease at the end of a period of 52 weeks or an aggregate of 261 working days unless employment ceases, or the cessation of benefits payable under the above Acts.

55.2.3 State Trustees Limited may grant to the Employee leave without pay where an entitlement to paid leave has ended. While on leave without pay, the Employee does not accrue annual and sick leave entitlements.

### 56 OCCUPATIONAL HEALTH AND SAFETY AND REHABILITATION

56.1 The parties are committed to providing and maintaining, so far as is practicable, a working environment that is safe and effectively minimises risks to the health of Employees. State Trustees Limited has established an OH&S Consultative Committee with elected Health and Safety Representatives and nominated management representatives. This Committee meets regularly to establish procedures for reporting, monitoring and resolving OH&S issues.

56.2 State Trustees Limited will act in accordance with the Victorian Workcover Authority under the *Occupational Health & Safety Act 2004* (Vic.) in relation to Occupational Health and safety matters.

#### 56.3 Bullying and Violence at Work

56.3.1 The parties to this Agreement are committed to reducing bullying and occupational assault so far as is practicable in the workplace.

#### 56.4 Staff Support & Debriefing

56.4.1 State Trustees Limited will provide support and debriefing to Employees who have experienced a "critical incident" during the course of the work that result in personal distress. State Trustees Limited is committed to the facilitation of the recovery of staff experiencing distress following a critical incident with the aim of returning staff to their pre-incident level of functioning as soon as possible.

#### 56.5 OH&S Expertise

56.5.1 State Trustees Limited will employ or engage a person or persons who are suitably qualified in relation to occupational health and safety and are able to provide advice to State Trustees Limited and carry out action prevention initiatives at the workplace in relation to the health and safety of the Employees.

## 57 OCCUPATIONAL HEALTH AND SAFETY TRAINING

- 57.1** An Employee, upon election as a health and safety representative, shall be granted up to five days' paid leave, as soon as practicable after election, to undertake an appropriate introductory health and safety representative's course from a training Organisation of his or her choice that is approved by the Victorian Workcover Authority, having regard to course places and State Trustees Limited's operations. State Trustees Limited shall meet any reasonable costs incurred. Leave under this provision must only be granted to an Employee on one occasion.
- 57.2** Health and safety representatives are also entitled to any additional paid leave to attend training approved by the Victorian Workcover Authority under the *Occupational Health & Safety Act 2004* (Vic.)

## PART 8 – MISCELLANEOUS MATTERS

### 58 LEARNING & CAREER DEVELOPMENT

- 58.1** The parties agree to cooperate in the provision of training and development for all Employees, which will be a high priority during the life of this Agreement.
- 58.2** Particular emphasis will be on:
- 58.2.1** The development of Employee capability to meet State Trustees Limited objectives;
  - 58.2.2** A clear understanding of and involvement in continuous improvement principles and practice;
  - 58.2.3** The development of leadership/management skills and capability;
  - 58.2.4** Technical skills; and
  - 58.2.5** Improved skills in use of information technology to ensure maximum use of the capability of systems and equipment.
- 58.3** State Trustees Limited will commit to:
- 58.3.1** Pursuing a participative style with the involvement of Employees wherever practicable;
  - 58.3.2** Allowing Employees every reasonable opportunity for self development and progression; and
  - 58.3.3** Developing a team-based culture where every Employee can contribute and be challenged.
- 58.4** Employees will commit to:
- 58.4.1** Taking responsibility and accountability for their own learning & development to ensure their technical skills and competencies are current.
- 58.5** State Trustees Limited recognises that certain occupational qualifications or memberships require ongoing professional development and that State Trustees Limited will facilitate appropriate leave to achieve that ongoing development if relevant to the current position description.

### 59 BUSINESS CONTINUITY PLANNING

In the event of a disaster recovery/business interruption event, State Trustees Limited can require its Employees to work extended hours including shifts during this interim period to enable effective business resumption. These arrangements will be undertaken in consultation with Employees, with due consideration given to personal circumstances and will be remunerated in accordance with the overtime provisions where applicable.

### 60 EXCESS TRAVELLING TIME

- 60.1** An Employee who is required to undertake duties at a location other than their usual place or places of work must, in respect of any period of excess travelling time (beyond the individual's normal travel time to their usual place of work) outside normal working hours, be granted an equivalent period of time off during normal hours of duty.
- 60.2** The total period of time off duty other than time off in lieu of overtime to which an Employee is entitled shall be limited to the maximum daily hours of the Employee established under [clause 29](#) 'Hours of Work' in a fortnightly pay period.
- 60.3** Where in any fortnightly pay period excess travelling time exceeds the maximum period of time off duty to which an Employee is entitled, the Employee shall be paid for such difference (calculated to the nearest quarter hour) at the rate of the Employee's gross salary.
- 60.4** Provided that where State Trustees Limited is satisfied that operating conditions prevent time off being granted, State Trustees Limited must authorise payment at the Employee's gross salary for all such excess travelling time.

**60.5** Periods of time off duty to which an Employee is entitled under this clause shall, wherever practicable, be taken in the fortnightly pay period following that in which they accrue.

## **61 ELECTRONIC COMMUNICATIONS**

### **61.1 Outline and Principles**

**61.1.1** State Trustees Limited agree to the following principles and policies in relation to the use of its "Communication Devices".

**61.1.2** This clause outlines the rights and responsibilities of Employees in relation to their use of State Trustees Limited communications devices.

**61.1.3** "Communications Devices" includes but is not limited to:

- 59.1.3.1 Telephones;
- 59.1.3.2 Electronic mail (e-mail);
- 59.1.3.3 Internet;
- 59.1.3.4 Facsimiles; and
- 59.1.3.5 Pagers.

### **61.2 General Guidelines on use of State Trustees Limited's Communication Devices**

**61.2.1** Employees are permitted to use State Trustees Limited communications devices for non-business use during business hours both internally and externally provided that this is not detrimental to their job responsibilities or in breach of company policy.

**61.2.2** Monitoring of communication devices may occur to ensure there are no criminal offences committed or serious disciplinary offences.

**61.2.3** The right of Employees to use State Trustees Limited communications devices is subject to the following conditions:

- 61.2.3.1 Use must be lawful and not include defamatory or libellous statements.
- 61.2.3.2 Devices shall not be used as a means of sexually harassing other members of staff. Devices are not be used for sending offensive comments based on an individual's gender, age, sexuality, race, disability or appearance.
- 61.2.3.3 It is not permitted knowingly to access web sites with pornographic material, or those which promote or encourage racism, intolerance and/or any offensive or inappropriate material.
- 61.2.3.4 Employees should not use State Trustees Limited communications devices for the purposes of subscribing to and accessing fee-based services that will be for personal use only.
- 61.2.3.5 Use must not be for outside business related activities

**61.3** State Trustees Limited will provide all Employees with access to the E-mail and IT policy regarding use of State Trustees Limited Communications Devices.

## **62 PROTECTION AND FACILITIES FOR ACCREDITED CPSU REPRESENTATIVES**

### **62.1 Protection**

**62.1.1** An Employee shall not be dismissed in his or her employment or have his or her employment altered to his or her prejudice, or be threatened with prejudicial or injurious treatment or with dismissal by reason of his or her status as an Accredited Representative of a union, engagement in lawful activities as an authorised representative of a union or on the basis of his or her membership or association with a union, or participation in lawful union activities.

**62.1.2** State Trustees Limited shall not injure a person in his or her employment, or alter the terms or conditions of employment of a person to his or her prejudice on the basis of his or her membership of or participation in the lawful activities of a union.

### **62.2 Employee representation on CPSU SPSF Victorian Branch Council**

**62.2.1** Employees who are CPSU SPSF Victorian Branch Council members nominated by the Branch Secretary of the Union will be entitled to a half day per month to attend Branch Council meeting. Time release will include reasonable time to travel to the meetings.

**62.2.2** Additional paid leave will be granted to Employees who are CPSU SPSF Victorian Branch Council members nominated by the Branch Secretary to attend;

62.2.2.1 Federal Executive and Federal Council meetings of the CPSU; and

62.2.2.2 The Australian Council of Trade Unions' triennial conference.

### **62.3 Paid leave to attend Industrial Relations training**

**62.3.1** When elected as a CPSU representative, an Employee will be granted paid leave to participate in training which contributes to a better understanding of industrial relations, occupational health and safety, safe work practices, knowledge of agreements, awards and other industrial entitlements and the upgrading of Employee skills in all aspects of trade union functions.

### **62.4 Facilities**

**62.4.1** Employees will be allowed reasonable access to electronic communication devices to facilitate communication between Employees and/or the CPSU, provided that such communication is not offensive or improper.

**Signatories to this Agreement**

**The Community and Public Sector Union**

**(Signature)**

**[insert name and address in full]**

**[explanation of Authority to sign agreement]**

Dated this ..... day of .....2010

**State Trustees Limited**

ABN: 68 064 593 148

**(Signature)**

**[insert name and address in full]**

**[explanation of Authority to sign agreement]**

Dated this ..... day of .....2010

## ATTACHMENTS

### ATTACHMENT A: DISPUTE RESOLUTION

This attachment confers powers of Fair Work Australia (FWA) to deal with disputes between the parties to the agreement, that cannot be resolved through any internal process, through conciliation and, if necessary, arbitration.

An application to have the dispute dealt with by FWA under this Agreement must be in accordance with section 739 of the *FW Act* ('Disputes dealt with by FWA').

However, before FWA assists the parties with a workplace dispute, the parties to the dispute themselves must ensure that the dispute cannot be resolved at the workplace level. FWA is required by the *FW Act* to refuse an application to have the dispute dealt with by FWA if the dispute is not one that can be referred to FWA under the terms of the dispute resolution clause, or if all of the steps that must be taken under the clause before the dispute can be referred to FWA have not been completed.

#### 1. DISPUTE SETTLING PROCEDURES

##### 1.1 Resolution of disputes and grievances

- 1.1.1 Unless otherwise provided for in this agreement, a dispute or grievance about a matter arising under this Agreement, or a dispute or grievance in relation to the National Employment Standards, other than termination of employment, must be dealt with in accordance with this clause.
- 1.1.2 This clause does not apply to any dispute on a matter or matters arising in the course of bargaining in relation to a proposed enterprise agreement.
- 1.1.3 State Trustees Limited or an employee covered by this Agreement may choose to be represented at any stage by a representative, including a union representative or employer organisation.

##### 1.2 Obligations

- 1.2.1 The parties to the dispute or grievance, and their representatives, must genuinely attempt to resolve the dispute or grievance through the processes set out in this clause and [clause 11](#) of this Agreement and must co-operate to ensure that these processes are carried out expeditiously.
- 1.2.2 Whilst a dispute or grievance is being dealt with in accordance with this clause, work must continue in accordance with usual practice, provided that this does not apply to an Employee who has a reasonable concern about an imminent risk to his or her health or safety, has advised State Trustees Limited of this concern and has not unreasonably failed to comply with a direction by State Trustees Limited to perform other available work that is safe and appropriate for the Employee to perform.
- 1.2.3 No person covered by the Agreement will be prejudiced as to the final settlement of the dispute or grievance by the continuance of work in accordance with this clause.

##### 1.3 Agreement and dispute settlement facilitation

- 1.3.1 For the purposes of compliance with this Agreement (including compliance with this dispute settlement procedure) where the chosen Employee representative is another Employee of State Trustees Limited, he or she must be released by State Trustees Limited from normal duties for such periods of time as may be reasonably necessary to enable him or her to represent Employees concerning matters pertaining to the employment relationship including but not limited to:
  - 1.3.1 (a) investigating the circumstances of a dispute or an alleged breach of this Agreement or the National Employment Standards;
  - 1.3.1 (b) endeavouring to resolve a dispute arising out of the operation of the Agreement or the National Employment Standards; or
  - 1.3.1 (c) participating in conciliation, arbitration or any other agreed alternative dispute resolution process.
- 1.3.2 The release from normal duties referred to in this clause is subject to the proviso that it does not unduly affect the operations of State Trustees Limited.

##### 1.4 Discussion of grievance or dispute

- 1.4.1 The dispute or grievance must first be discussed by the aggrieved Employee(s) with the immediate supervisor or other appropriate manager of the Employee(s).

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- 1.4.2 If the matter is not settled, the Employee(s) can require that the matter be discussed with another representative of State Trustees Limited appointed for the purposes of this procedure in accordance with [clause 11](#) of this Agreement.

### 1.5 Internal process

- 1.5.1 If any party to the dispute or grievance who is covered by the agreement refers the dispute or grievance to an established internal dispute or grievance resolution process, the matter must first be dealt with in accordance with that process, provided that the process is conducted in a timely manner and is consistent with the following principles:
- (a) the rules of natural justice;
  - (b) provide for mediation or conciliation of the grievance;
  - (c) provide that State Trustees Limited will take into consideration any views on who should conduct the review; and
  - (d) be conducted as quickly and with as little formality as a proper consideration of the matter allows.
- 1.5.2 If the dispute or grievance is not settled through an internal dispute or grievance resolution process, as outlined in [clause 11](#) of this Agreement, the matter can be dealt with in accordance with the processes set out below.
- 1.5.3 If the matter is not settled, State Trustees Limited or an employee or a union covered by the agreement and chosen as the Employee representative, may refer the matter to Fair Work Australia (FWA).

### 1.6 Disputes of a Collective Character

- 1.6.1 The parties covered by the Agreement acknowledge that disputes of a collective character concerning more than one employee may be dealt with more expeditiously by an early reference to FWA.
- 1.6.2 No dispute of a collective character may be referred to FWA directly unless there has been a genuine attempt to resolve the dispute at the workplace level prior to it being referred to FWA.

### 1.7 Conciliation

- 1.7.1 Where a dispute or grievance is referred for conciliation, a member of FWA may do everything that appears to the member to be right and proper to assist the parties to the dispute to agree on terms for the settlement of the dispute or grievance.
- 1.7.2 This may include arranging:
- (a) conferences of the parties to the dispute or their representatives presided over by the member; and
  - (b) for the parties to the dispute or their representatives to confer among themselves at conferences at which the member is not present.
- 1.7.3 Conciliation before FWA shall be regarded as completed when:
- (a) the parties to the dispute have reached agreement on the settlement of the grievance or dispute; or
  - (b) the member of FWA conducting the conciliation has, either of his or her own motion or after an application by either party to the dispute, satisfied himself or herself that there is no likelihood that within a reasonable period further conciliation will result in a settlement; or
  - (c) the parties to the dispute have informed the FWA member that there is no likelihood of agreement on the settlement of the grievance or dispute and the member does not have substantial reason to refuse to regard the conciliation proceedings as completed.

### 1.8 Arbitration

- 1.8.1 If the dispute or grievance has not been settled when conciliation has been completed, either party to the dispute may request that FWA proceed to determine the dispute or grievance by arbitration.
- 1.8.2 Where a member of FWA has exercised conciliation powers in relation to the dispute or grievance, the member shall not exercise, or take part in the exercise of, arbitration powers in relation to the dispute or grievance if a party to the dispute objects to the member doing so.
- 1.8.3 Subject to [sub-clause 1.8.4](#) below, the determination of FWA is binding upon the persons covered by this Agreement.
- 1.8.4 An appeal lies to a Full Bench of FWA, with the leave of the Full Bench, against a determination of a single member of FWA made pursuant to this clause.

### 1.9 Conduct of matters before FWA

- 1.9.1 Subject to any agreement between the parties in relation to a particular dispute or grievance and the provisions of this clause, in dealing with a dispute or grievance through conciliation or arbitration, FWA may conduct the matter in accordance with Subdivision B of Division 3 of Part 5-1 of the *Fair Work Act 2009*.

## ATTACHMENT B: SUPPORTED WAGE SYSTEM

1.1 This clause 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 Agreement. In the context of this clause, the following definitions will apply:

1.1.1 Supported wage system as defined in [sub-clause 3.19](#)

1.1.2 Accredited assessor as defined in [sub-clause 3.1](#)

1.1.3 Disability support pension as defined in [sub-clause 3.8](#)

1.1.4 Assessment instrument as defined in [sub-clause 3.3](#)

### 1.2 Eligibility criteria

1.2.1 Employees covered by this clause 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 Agreement, because of the effects of a disability on their productive capacity and who meet the impairment criteria for receipt of a disability support pension.

1.2.2 This clause does not apply to any existing Employee who has a claim against State Trustees Limited which is subject to the provisions of workers' compensation legislation or any provision of this Agreement relating to the rehabilitation of Employees who are injured in the course of their employment.

1.2.3 This clause does not apply to State Trustees Limited in respect of their facility, programme, undertaking, service or the like which receives funding under the *Disability Services Act 1986* and fulfils the dual role of service provider and sheltered Employer to people with disabilities who are in receipt of or are eligible for a disability support pension, except with respect to an organisation which has received recognition under s.10 or under s.12A of the *Disability Services Act 1986*, or if a part only has received recognition, that part.

### 1.3 Supported wage rates

1.3.1 Employees to whom this clause applies shall be paid the applicable percentage of the minimum rate of pay prescribed by this Agreement for the class of work which the person is performing according to the following schedule:

ASSESSED CAPACITY	PRESCRIBED RATE
10%*	10%
20%	20%
30%	30%
40%	40%
50%	50%
60%	60%
70%	70%
80%	80%
90%	90%

1.3.2 Provided that the minimum amount payable shall be not less than \$73 per week.

1.3.3 \* Where a person's assessed capacity is 10%, they shall receive a high degree of assistance and support.

### 1.4 Assessment of capacity

For the purpose of establishing the percentage of the rate to be paid to an Employee under this Agreement, the productive capacity of the Employee will be assessed in accordance with the supported wage system and documented in an assessment instrument by either:

1.4.1 State Trustees Limited in consultation with the Employee;

1.4.2 State Trustees Limited and an accredited assessor from a panel agreed by the parties to the Agreement and the Employee.

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### 1.5 Review of assessment

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

### 1.6 Other terms and conditions of employment

Where an assessment has been made, the applicable percentage shall apply to the wage rate only. Employees covered by the provisions of the clause will be entitled to the same terms and conditions of employment as all other workers covered by this Agreement paid on a pro rata basis.

### 1.7 Workplace adjustment

State Trustees Limited wishing to employ a person under the provisions of this clause shall 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.

### 1.8 Trial period

- 1.8.1 In order for an adequate assessment of the Employee's capacity to be made, State Trustees Limited may employ a person under the provisions of this clause for a trial period not exceeding twelve weeks, except that in some cases additional work adjustment time (not exceeding four weeks) may be needed.
- 1.8.2 During that trial period the assessment of capacity shall be undertaken and the proposed wage rate for a continuing employment relationship shall be determined.
- 1.8.3 The minimum amount payable to the Employee during the trial period shall be no less than \$73 per week.
- 1.8.4 Work trials should include induction or training as appropriate to the job being trialled.
- 1.8.5 Where State Trustees Limited and the Employee wish to establish a continuing employment relationship following the completion of the trial period, a further contract of employment shall be entered into based on the outcome of assessment under [sub-clause 1.4](#).