



BUNDABERG & BURNETT REGION CDEP (BBRCDEP) **EMPLOYMENT CONDITIONS**

VISION

The region's Aboriginal and Torres Strait Islander community will come together as one and walk side by side with the mainstream community. The whole community will right the wrongs of the past by facing the problems of dispossession and economic marginalisation. There will be a strong sense of directions and shared commitment for achieving progressive steps towards full Indigenous economic and social participation.

Aboriginal and Torres Strait Islander people will recover their dignity and freedom and rebuild their dreams.

1. DEFINITIONS

ATSIC means the Aboriginal and Torres Strait Islander Commission.

CDEP means Community Development Employment Projects. This is a program that is funded by the Aboriginal and Torres Strait Islander Commission. CDEP aims to provide work for unemployed indigenous people in Community-managed activities which assist the individual in acquiring skills that benefit the Community, develop business enterprises and/or lead to unsubsidized employment.

CDEP Participant means a person who receives a wage under the CDEP scheme.

CDEP Wage means a wage paid from the CDEP wages component of BBRCDEP's grant.

EMPLOYEE means a person who is employed by BBRCDEP Aboriginal Corporation. This includes CDEP Participants, trainees and apprentices unless indicated otherwise.

HOST EMPLOYER means an organization other than BBRCDEP Aboriginal Corporation where a CDEP Participant is placed to undertake work.

PARTICIPANT SCHEDULE means the list of CDEP Participants on the BBRCDEP on any one day for which funding is provided by the Aboriginal and Torres Strait Islander Commission.

QUARTER means a three month period of the financial year for which funding is released by the Aboriginal and Torres Strait Islander Commission. The quarters are July – September, October – December, January – March and April – June.

TOP-UP means extra hours that a CDEP participant works which are more than 28 hours per fortnight. This can be paid by a host organization or from CDEP Oncost Funds.

2. CONSULTING EMPLOYEES ABOUT CHANGES TO THEIR WORK

BBRCDEP will consult and negotiate employees if there are likely to be any major changes to the way that work is done at BBRCDEP.

3. NEPOTISM

People will not be given preference in relation to employment, gaining a place on the participant schedule, training, promotion, rates of pay or any other terms and conditions of employment solely because of their relationship or friendship with other employees or CDEP participants of BBRCDEP.

4. AVAILABILITY OF GOVERNMENT FUNDING

Ongoing employment for all employees may depend on the availability of Government funding. Ongoing employment for employees who are CDEP participants will usually depend on their continued eligibility and enrolment under the CDEP Scheme.

5. TYPES OF EMPLOYMENT

BBRCDEP uses three types of employment. These three types of employment are:

1. CDEP Participants who are employed by BBRCDEP and work at a BBRCDEP worksite.

2. CDEP Participants who are employed by BBRCDEP and work at a host employer's worksite.
3. Apprentices and trainees who have a contract of training where BBRCDEP is their employer.

6. EMPLOYMENT DEFINITIONS

Two-day CDEP Participants

These employees work 14 hours per week or 28 hours per fortnight. Occasionally they may work extra hours which is known as top up or accumulated hours.

Part-time trainees and apprentices who normally work 28 hours per fortnight are included in this category.

Top-up Employees

These employees are CDEP Participants who work a set amount of top-up each fortnight.

These employees work more than 28 hours per fortnight.

Trainees and apprentices who work a set amount of each fortnight normally more than 20 hours per fortnight but less than 70 hours per fortnight are included in this category.

Full-Time Employees

These employees normally work 37.5 hours per week or 75 hours fortnight and are not on CDEP.

Trainees and Apprentices who normally work 75 hours per fortnight are included in this category.

7. STARTING WORK AT BBRCDEP

Sign-On-Sheets

All two-day CDEP Participants and top-up employees must sign RAO12, RAO13 Proof of Identity, Tax Declaration, Employee Detail and Participant Agreement forms before starting their employment at BBRCDEP.

Starting Dates

All CDEP Participants can only commence employment the Thursday of each week.

Probation

BBRCDEP will hire new employees on probation. The maximum amount of probation is:

1. Trainees and apprentices the appropriate probationary period for the employee's vocation set under the *Vocational Education, Employment and Training Act 1994*.
2. All other employees three months.

Probation is used to assess whether an employee is suitable for an ongoing job. If BBRCDEP thinks that an employee's performance or conduct during the probationary period are not satisfactory, the employee might not go onto permanent employment at the end of the probation.

Probation can only be used for new employees who are not already working for BBRCDEP. It cannot be used where an existing employee shifts to a new position or a new work activity.

8. TRAINEES AND APPRENTICES WHO MOVE TO PERMANENT EMPLOYMENT

If a trainee or apprentice goes onto permanent employment with BBRCDEP immediately after completing their traineeship or apprenticeship, the amount of time that the employee spent as a trainee or apprentice will count towards their total length of employment at BBRCDEP.

9. HOURS OF WORK

Two-day CDEP participants normally work 14 hours per week or 28 hours per fortnight. This can be 7 hours per day or the 14 hours per week can be spread over a one week period.

Top-up work is a set number of hours worked over and above the normal 14 hours per week or 28 hours per fortnight.

10. ROSTERED HOURS OF WORK

The times that employees will be rostered to work depend on the type of work that they do. All BBRCDEP administration staff work their hours between 8.00am – 6.00pm, Monday to Friday.

If employees want to work on different days from what is rostered they must get permission from their Supervisor first.

11. LUNCH BREAKS AND MORNING TEA BREAKS

All employees are entitled to an unpaid lunch break of half an hour each day.

All employees are entitled to a paid morning and afternoon tea break of 15 minutes per day.

12. OVERTIME AND ACCUMULATED HOURS

The following arrangements will apply if employees work extra hours, on weekends, on public holidays or outside their span of hours:

Employees will get time off in lieu of overtime (accumulated) for any hours worked above 14 hours per week or 28 hours in a fortnight.

BBRCDEP may agree for employees to work extra hours so that they can build up time to cover a planned absence. In these cases, employees will get time off in lieu of overtime (accumulated) for the extra hours instead of being paid for the extra hours at their normal hourly rate of pay.

Employees must get permission from their Supervisor before working any extra hours or outside their normal rostered hours.

The following rules apply to Accumulated Hours:

1. Employees get one hour of Accumulated Hour for each extra hour that they work.
2. The maximum amount of Accumulated Hours that employees can accrue is five normal working days.

Example 1: Sally is a CDEP Participant who works four days a fortnight. On work days she does seven hours' work. The maximum amount of Accumulated Hours that she can build up is 7 hours x 5 days = 35 hours.

Employees should take their Accumulated Hours as soon as possible after working the extra hours. They must get permission from their Supervisor before taking the time off.

BBRCDEP can direct employees to take time off so that they use up their Accumulated Hours.

BBRCDEP can also direct employees to work extra hours during their normal working hours set out in if they have time owing to make up.

Employees should use up any Accumulated Hours before leaving their employment with BBRCDEP. If employees leave and still have Accumulated Hours owing these hours will not be paid out.

If employees leave their employment and have time left to make up, their final pay will be reduced by that amount.

13. HOT WEATHER AND RAINY WEATHER

Hot Weather

If the temperature at the administration building is 38 degrees Celsius or more, employees who are working in the direct element of the sun are allowed to stop work for the rest of the day without any loss of pay.

The following conditions apply:

- BBRCDEP will determine what the temperature is.
- BBRCDEP will determine whether or not employees are working in the direct element of the sun.
- BBRCDEP may choose to provide employees with alternative work if there is any available, rather than allowing them to stop work completely.

Rainy Weather

If it has rained continuously for at least three work hours and the weather does not appear to be clearing, employees who are working in the rain are allowed to stop work for the rest of the day without any loss of pay.

The following conditions apply:

- BBRCDEP will determine whether it has rained continuously for a least three work hours;
- BBRCDEP will determine whether or not the weather appears to be clearing;
- BBRCDEP may choose to provide employees with alternative work if there is any available, rather than allowing them to stop work completely.

14. PAY FREQUENCY

Employees can either be paid weekly or fortnightly. BBRCDEP pay week starts on the Wednesday and finishes on a Tuesday evening. Pays are processed on every Wednesday of each week.

15. METHOD OF PAYMENT

Employees are paid by electronic funds transfer, directly into their bank accounts.

16. NO WORK NO PAY

“No work no pay” is a rule at BBRCDEP. Employees must perform work to receive pay, unless they are on approved paid leave.

17. JUNIOR WAGE RATES

BBRCDEP does not use junior wage rates.

18. CHANGES TO CDEP RATES

For employees who are CDEP Participants, the CDEP wage component of their pay will change from time to time based on ATSYS participant rates.

19. MINIMUM RATES OF PAY

BBRCDEP rates are pay are the same as what ATSYS determines in its Letter of Offer. Rates will automatically be increased when ATSYS rates increase. Top Up wages are normally paid using the appropriate Industrial Award.

20. SUPERANNUATION

Under the Federal Government law dealing with employer superannuation contributions (*the Superannuation Guarantee (Administration) Act 1992*), superannuation is not payable on CDEP wages, or on top-up paid from CDEP wages or top-up paid from CDEP on-costs.

In line with these provisions, BBRCDEP does not pay superannuation for two-day CDEP Participants, or for top-up permanent employees who are paid top-up wages paid from CDEP on-costs.

BBRCDEP will pay superannuation on the whole wage for full-time employees. The rate payable is the rate contained in the Federal legislation.

Host organisations will pay superannuation for any top-up wages paid.

Special arrangements apply for superannuation payable to trainees and apprentices. BBRCDEP will comply with these rules.

21. MOTOR VEHICLE ALLOWANCE

Employees must abide by BBRCDEP's policy on the use of motor vehicles and articulated machinery at all times.

The private use of BBRCDEP motor vehicles, plant and equipment or other assets is not allowed.

Employees who use their private motor vehicles for work purposes are entitled to an allowance of 50 cents per kilometre. The following conditions apply:

- (a) Employees must get permission from the Co-Ordinator before using a private vehicle for work purposes.
- (b) Employees must keep a log book record of all kilometres travelled or work purposes in order to receive the motor vehicle allowance.

22. TRAVEL ALLOWANCE

If employees are required to travel outside their normal place of work for work purposes, BBRCDEP will usually provide transport. If BBRCDEP does not provide transport it will pay for any transport costs.

If employees are required to stay overnight at a location outside their normal place of work, BBRCDEP will pay standard accommodation costs.

Employees will also receive an allowance to pay for incidental expenses. The amount of the allowance for incidental expenses will be determined by policies applying at BBRCDEP from time to time, but it will be least \$20.00 per night.

BBRCDEP will usually arrange transport and accommodation beforehand. If employees make their own arrangements, BBRCDEP will only pay for reasonable transport and standard accommodation costs.

23. OTHER ALLOWANCES

Employees are not entitled to any other types of allowances.

24. SICK LEAVE & CARER'S LEAVE

Employees are allowed to take sick leave if they are too sick to work.

The amount of sick leave for all employees is 10 days paid leave per calendar year.

New employees who start work at BBRCDEP at any time between 1 July – 31 December will have five days sick leave available for the rest of that calendar year.

New employees who start work at BBRCDEP at any time between 1 January – 30 June will have 10 days sick leave available for the rest of that calendar year.

Unused sick leave builds up and can be carried over from year to year.

Employees are allowed to use their personal sick leave to care for family members who are ill.

Employees must inform their Supervisor by 10.30am if they are too sick to work or if they cannot come to work because they are looking after a family member who is ill. If employees do not do this and they do not have a reasonable excuse, they might not get paid for that day.

If employees take sick leave, BBRCDEP may ask them to provide reasonable proof that they were sick.

If employees take sick leave to care for a family member who is ill, BBRCDEP may ask them to provide reasonable proof that the family member was ill.

Reasonable proof means:

Doctor's Certificate

If employees do not provide this proof and they do not have a reasonable excuse, they might not get paid for the time that they were away from work.

If full-time employees are sick while they are on annual leave they can take sick leave instead of annual leave provided that all of the following conditions are met:

- They must have been too sick to work for a period of at least three days.
- They must have sick leave available.
- They must provide reasonable proof that they were sick.

Reasonable proof means:

Doctor's Certificate

If two-day CDEP Participants are sick while they are on annual leave the time that they were sick will count as part of their annual leave. Two-day CDEP Participants cannot take sick leave instead of annual leave.

If an employee is too sick to work and he or she does not have any sick leave available they will not get paid and the employees should approach Centrelink for Sickness Benefits.

25. ANNUAL LEAVE

Two-day CDEP Participants are entitled to eight weeks' paid annual leave. Usually these employees will be required to take their annual leave at the following times:

- Four weeks at Christmas
- Two weeks at Easter, starting on the Monday before Good Friday
- Two Weeks in July

These are called the normal annual leave times.

Some employees may be required to work during the normal annual leave times. If that is the case, BBRCDEP must give them at least four weeks' notice beforehand. These employees can arrange to take their annual leave at different times that are mutually agreed with BBRCDEP.

BBRCDEP will advise employees of the times for the July annual leave period and the Christmas annual leave period at least four weeks beforehand.

Two-day CDEP Participants and top up employees will not be paid annual leave loading.

Annual leave does not build up on a monthly basis for two-day CDEP Participants or top-up. This means that:

- Two-day CDEP participants and top-up employees are entitled to take annual leave at the normal annual leave times regardless of what time of year they started working for BBRCDEP or how long they have been working for BBRCDEP.
- Two-day CDEP participants and top-up employees will receive a payment for any unused annual leave when they leave their employment with BBRCDEP. However the finish date will be adjusted accordingly to ensure BBRCDEP receives its proper AT SIS funding entitlement. This will effect the employee's recommencement date with Centrelink.

Full-Time Employees

Full-time employees are entitled to five weeks paid annual leave for each completed year that they work as a full-time employee. Annual leave builds up on a monthly basis from the date that the employees start working as a full-time employee.

Full-time employees will usually take their annual leave at the following times:

- Four weeks at Christmas
- One week at Easter, starting on the Monday before Good Friday.

Some full-time employees may be required to work during these times. If that is the case, BBRCDEP must give them at least four weeks' notice beforehand.

These employees can arrange to take their annual leave at different times that are mutually agreed with BBRCDEP.

Full-time employees will receive a payment for any unused annual leave when they leave their employment with BBRCDEP only if they have worked full-time continuously for one year or more. No payment will be made if the employee is dismissed instantly for serious and willful misconduct.

If a full-time employee takes annual leave in advance and then leaves their employment with BBRCDEP before they have worked long enough to build up an entitlement to that annual leave, BBRCDEP may reduce the employee's final pay by the amount owing.

26. LEAVE FOR SPECIFIED PURPOSES

This leave is only available for two-day CDEP participants and top-up permanent employees.

These employees are entitled to 10 days paid leave per calendar year. The leave is available for:

- (a) cultural activities
- (b) bereavement
- (c) compassionate purposes
- (d) any other purpose that BBRCDEP see fit.

Unused leave for specified purposes does not build up from year to year.

Wherever possible, employees must get permission from the Co-Ordinator before taking any of this leave.

27. BEREAVEMENT LEAVE

This leave is only available for full-time employees. Two-day CDEP participants and top-up employees are entitled to Leave for Specified Purposes instead.

Full-time employees are entitled to five days paid bereavement leave per calendar year.

Unused bereavement leave does not build up from year to year.

Bereavement leave is available upon the death of:

- (a) a family member
- (b) a household member
- (c) a personal friend

Wherever possible, employees must inform the Co-Ordinator beforehand if they need to take bereavement leave.

28. SPECIAL & EMERGENCY LEAVE

BBRCDEP may allow employees to take paid or unpaid leave in special or emergency situations.

Employees must get permission from the Co-Ordinator before taking special or emergency leave.

BBRCDEP can put whatever terms and conditions it thinks are necessary on this type of leave.

29. PUBLIC HOLIDAYS

All employees are entitled to a paid day off if a public holiday falls on a day that they are rostered to work.

30. PARENTAL LEAVE

Parental leave includes maternity leave, paternity leave and adoption leave.

Parental leave is unpaid leave.

The amount of parental leave is a maximum of 12 months leave.

Employees can take parental leave if they or their partner give birth to or adopt a child.

Employees must have worked continuously for BBRCDEP for at least 12 months before they can take parental leave.

Employees cannot take parental leave at the same time as their partner, except for one week immediately following the birth or adoption. Except for this week, the total amount of leave taken by both partners cannot be more than 12 months.

Employees who want to take parental leave must give 10 weeks notice.

Pregnant female employees must start their leave no less than six weeks before the expected birth of their child, unless they have a Doctor's Certificate which says that they can work longer.

Going Back to Your Old Job

When employees finish parental leave they are entitled to return to their normal position working for BBRCDEP. If that position does not exist any more they are entitled to a position as close as possible to it.

Returning to Work Early from Parental Leave

If an employee who is on parental leave wants to return to work early they must give at least six weeks notice.

Working Part-time Instead of Taking Parental Leave

This only applies for full-time employees.

BBRCDEP may allow full-time employees to work on a part-time basis for up to 12 months instead of taking parental leave. This must be negotiated between BBRCDEP and the employee.

Hiring Replacement Employees

If BBRCDEP employs a replacement employee (including a replacement CDEP participant) the replacement employee can only be employed on a temporary basis. The temporary employee's employment should be arranged to allow for the employee who is on parental leave to return to work earlier than the standard 12 month period if he or she wants to.

Employees do not accumulate annual leave, sick leave, bereavement leave, leave for specified purposes or long service leave while they are on parental leave, but the long service leave entitlement is not broken.

31. LONG SERVICE LEAVE

All employees including CDEP participants are entitled to paid long service leave.

The amount of long service leave is 13 weeks after an employee has finished 10 years working continuously for BBRCDEP, plus 1.3 weeks for each finished year after that.

Employees must give at least three months notice if they want to go on long service leave.

If BBRCDEP requires an employee to take long service leave at a specific time it must give the employee at least two months notice.

Employees get paid during long service leave at the rate of pay they were receiving just before they went on leave. If the rate of pay is increased or decreased while employees are on leave they will receive that increase or decrease.

Two-day CDEP participants and top-up employees will only be paid for their normal CDEP number of work hours while they are on long service leave.

Two-day CDEP participants and top-up employees will be paid on the usual weekly basis while they are on long service leave. They will not be paid in a lump sum up front at the beginning of the leave.

For Full-time employees, BBRCDEP may agree to pay them in a lump sum up front at the beginning of their long service leave. If BBRCDEP does not agree to this, full-time employees will be paid on the usually fortnightly basis while they are on long service leave.

Employees must take their long service leave. Long service leave will not be paid out instead of taking leave unless the employee is leaving their employment with BBRCDEP.

Employees will receive a payment for unused long service leave when they leave their employment with BBRCDEP provided that all of the following conditions are met:

- they must have been employed continuously by BBRCDEP for at least seven years.
- they must give notice that they are leaving.
- Two-day CDEP participants are not required to give any notice that they are leaving.
- they must not have been sacked instantly for serious and willful misconduct.

Any payment for unused long service leave may affect a person's ability to go straight onto Centrelink benefits.

Employees do not carry their long service leave entitlements over if they join another CDEP unless BBRCDEP is being taken over by or joined to another CDEP.

Only two-day CDEP participants and top-up participants are allowed to work at another job while they are on long service leave from BBRCDEP.

32. TRAINING LEAVE FOR TRAINEES & APPRENTICES

This leave is only available for trainees and apprentices. Trainees and apprentices are allowed to attend any training courses or programmes required under their contract of training which are held during their normal work hours, without any loss of pay.

If trainees or apprentices are required to attend training courses or programmes during work time it will not break their continuity of employment at BBRCDEP.

33. OTHER TYPES OF LEAVE

Employees are not entitled to any other types of paid or unpaid leave.

34. TERMINATION OF EMPLOYMENT

If a full-time employee or a top-up employee wants to resign from their employment at BBRCDEP, they must give at least two weeks notice. If they do not, BBRCDEP may deduct an equivalent amount from their final pay.

Two-day CDEP participants are required to give one weeks notice if they want to resign from their employment at BBRCDEP.

If two-day CDEP participants leave their employment they may have to wait to go onto Centrelink benefits if they have received any annual leave entitlement payments.

If BBRCDEP is terminating an employee's employment, the employee is entitled to the following amount of notice (unless they are sacked instantly for serious and willful misconduct).

Length of Employment Amount of Notice:

1. Up to one year at least one week
2. More than one year and up to three years at least two weeks
3. More than three years and up to five years at least three weeks
4. More than five years as least four weeks.

Employees who are over 45 years old and who have worked continuously for BBRCDEP for two or more years are entitled to an extra week's notice.

If an employee is sacked for serious and willful misconduct, BBRCDEP does not have to give any notice.

An employee must work out the notice period to be paid for that time unless BBRCDEP and the employee agree that the employee can leave early and be paid out for the notice instead.

Termination of Employment for Trainees and Apprentices

The contract of training for trainees and apprentices contains special rules for discipline and termination. BBRCDEP will follow these rules before terminating the employment of a trainee or apprentice.

35. REDUNDANCY

Redundancy happens when BBRCDEP does not need to employ someone any more to do a particular job. Only full time employees are entitled to redundancy pay.

If BBRCDEP cannot provide other work for at least the same pay, full time employees will get a severance payment. The amount of the severance payment is:

- Length of Employment Severance Payment
- Less than one year nil
- One year or more but less than two years, two weeks pay
- Two years or more but less than three years, three weeks pay
- Three years or more but less than four years, four weeks pay
- Four years or more five weeks pay

Two-day CDEP participants and top-up employees will not get a severance payment because they are entitled to return to Centrelink benefits immediately.

Employees whose jobs are redundant must also be given the same notice as for normal termination of employment.

Redundancy for Trainees and Apprentices

The contract of training for trainees and apprentices contains special rules for termination. BBRCDEP will follow these rules before making a trainee's or apprentice's position redundant.

If a trainee or apprentice leaves their employment with BBRCDEP because they fail to complete their traineeship or apprenticeship they are not entitled to any severance payment.

If a trainee or apprentice successfully completes their traineeship or apprenticeship but is not offered permanent employment at BBRCDEP for any reason, they are not entitled to any severance payment.

36. ABANDONMENT OF EMPLOYMENT

If an employee is absent from work for more than two weeks running without a reasonable explanation, they will be considered to have abandoned their employment.

This means that the employee will not have a job at BBRCDEP any more. If the employee is a CDEP participant, they will be automatically removed from the participant schedule.

In this situation all monetary entitlements that the employee would otherwise have received on termination of employment (including payment for annual leave and long service leave) are lost.

The contract of training for trainees and apprentices contains special rules for discipline and termination. BBRCDEP will follow these rules before terminating the employment of a trainee or an apprentice due to abandonment.

37. DISPUTE RESOLUTION PROCEDURE

If an employee or employees have a problem or complaint about a work issue, they should follow these steps:

- Step 1 Try to resolve the problem by discussing it with your Supervisor.
- Step 2 If you are uncomfortable with that or if you cannot sort the problem out with your Supervisor, try to resolve the problem by discussing it with your Co-Ordinator.
- Step 3 If you are uncomfortable with that or if you cannot sort the problem out with your Co-Ordinator, fill in a grievance and complaint form. A copy of the current form is will be available from the Administration Centre. The Board will use this form to decide who is the best person to investigate and help solve the problem.

Employees and BBRCDEP both have the right to be accompanied or supported by another person or organization of their choice while they are attempting to resolve the problem.

Work should continue as normal while the employee(s) and BBRCDEP are attempting to resolve the problem. If it is a rule or decision that is the problem it should stand while the problem is being resolved.

If a dispute cannot be resolved using these steps, either the employee(s) or BBRCDEP can ask the Industrial Relations Commission to assist them to resolve it.

Employees have an automatic right to speak to a formal meeting of the Board if they are facing possible termination of their employment with BBRCDEP.

SIGNED ON BEHALF OF BBRCDEP ABORIGINAL CORPORATION

Signed by:.....Name:.....
Position:.....
Witness:.....Name:.....
Date:.....

SIGNED ON BEHALF OF THE EMPLOYEES

Signed by:.....Name:.....
Position:.....
Witness:.....Name:.....
Date:.....

Signed by:.....Name:.....
Position:.....
Witness:.....Name:.....
Date:.....

BUNDABERG AND BURNETT REGION
CDEP ABORIGINAL CORPORATION

Vision

The region's Aboriginal and Torres Strait Islander Community will come together as one and walk side by side with the mainstream community. The whole community will right the wrongs of the past by facing the problems of the dispossession and economic marginalisation. There will be a strong sense of direction and shared commitment for achieving progressive steps towards full Indigenous economic and social participation. Aboriginal and Torres Strait Islander people will recover their dignity and freedom and rebuild their dreams.

