



DECISION

Fair Work

Act 2009

s.185—Enterprise agreement

Community Housing Canberra Ltd T/A CHC Affordable Housing (AG2021/8661)

CHC ENTERPRISE AGREEMENT 2021-2025

Clerical industry

COMMISSIONER MATHESON

SYDNEY, 21 DECEMBER 2021

Application for approval of the CHC Enterprise Agreement 2021-2025.

[1] An application has been made for approval of an enterprise agreement known as the *CHC Enterprise Agreement 2021-2025* (**Agreement**). The application was made by Community Housing Canberra Ltd T/A CHC Affordable Housing (**Applicant**) pursuant to s.185 of the *Fair Work Act 2009* (Cth) (**Act**). The Agreement is a single enterprise agreement.

[2] Noting clause 3 of the Agreement, I am satisfied that the more beneficial entitlements of the NES will prevail where there is an inconsistency between the Agreement and the NES.

[3] The Employer has provided written undertakings. A copy of the undertakings is attached at Annexure A of this decision (**Undertakings**). The views of each person I know is a bargaining representative were sought in relation to the Undertakings and no objections were raised. I am satisfied that the effect of accepting the Undertakings is not likely to:

(a) cause financial detriment to any employee covered by the Agreement; or

(b) result in substantial changes to the Agreement.

[4] Pursuant to s.190(3) of the Act, I accept the Undertakings.

[5] Subject to the Undertakings, and on the basis of the materials before the Commission, I am satisfied that each of the requirements of ss.186, 187, 188 and 190 of the Act as are relevant to the application for approval of the Agreement have been met.

[6] The Agreement is approved and, in accordance with s.54 of the Act, will operate from 28 December 2021. The nominal expiry date of the Agreement is 20 December 2025.



COMMISSIONER

Printed by authority of the Commonwealth Government Printer

<AE514383 PR736976>

Annexure A

IN THE FAIR WORK COMMISSION

FWC Matter No.:

AG2021/8661

Applicant:

Community Housing Canberra Limited

Section 185 – Application for approval of a single enterprise agreement

Undertaking – Section 190

I, Andrew Hannan, Chief Executive Officer have the authority given to me by Community Housing Canberra Limited to give the following undertakings with respect to the CHC Enterprise Agreement 2021 - 2025 ("the Agreement"):

1. The following undertaking will replace
 - 2.1 This Agreement will come into operation 7 days after it is approved by the Fair Work Commission. The nominal expiry date of this Agreement is the date being 4 years after it is approved by the Fair Work Commission.
2. The following undertaking is to be read in conjunction with clause 7
 - 7.2 A part-time employee's ordinary hours of work will be agreed upon in writing at the time of engagement within the parameters of clause 24 and will include the days of work and hours to be worked each day. The minimum part-time shift will be three (3) consecutive hours.
3. The following undertaking will replace sub-clause 17.1
 - 17.1 **CHC may require staff members to regularly work outside the Ordinary Hours of Work listed in this Agreement to be available to respond to matters via phone, email or other electronic means. On-site attendance may occur but will rarely be required. Staff members regularly required to work outside of the Ordinary Hours of Work under this clause will receive an after-hours allowance. The after-hours allowance will not be pro-rata for part-time staff.**
4. The following undertaking is to be read in conjunction with subclause 24.5

CHC will not agree to regular shift patterns where an employee is rostered to work over a 24 hour / 7 days per week arrangement.
5. The following undertaking is to be read in conjunction with subclause 24.3
 - 24.3(a) A staff member directed to work reasonable additional hours may take time off (TOIL) on full pay at an agreed time in recognition of the additional hours worked on an hour for hour basis.

24.3(b) A staff member directed to work reasonable additional hours of more than 130 hours in a calendar year may elect to receive payment at overtime rates stated in 24.3(d) for any additional hours worked in a calendar year over the 130 hour threshold.

24.3(c) A staff member and their Supervisor will agree to TOIL being taken within 6 months of accrual. If agreement cannot be reached, TOIL will be taken at a time determined by CHC.

24.3(d) Reasonable additional hours worked will be reconciled every 6 months. Any TOIL balance above the 130 hour threshold outstanding at the end of the calendar year cycle will be paid out at overtime rates, being 150% (first 2 hours) and 200% (thereafter) on Mondays-Saturdays, 200% on Sundays and 250% on public holidays.

24.3(e) Where an employee's employment is terminated during the calendar year, any accrued TOIL will be reconciled on a pro rata basis on completed months service. All TOIL hours in excess of the pro-rata threshold will be paid in accordance with 24.3(d).

The calculation will be:

$130\text{hr}/12 \times \text{Completed Months Service} = \text{Threshold hours}$
 $\text{Hours above Threshold Hours} \times \text{Relevant Hourly Rate/s} = \text{Payment}$

These undertakings are provided on the basis of issues raised by the Fair Work Commission in the application before the Fair Work Commission.



Signature

17/12/2021

Date



CHC
Enterprise Agreement
2021-2025

CONTENTS

PART 1. General	4
1. Coverage	
2. Duration of the Agreement	
3. NES Precedence	
4. Dictionary	
PART 2. Employment Arrangements	6
5. Contract of Employment	
6. Full-time Employment	
7. Part-time Employment	
8. Casual Employment	
9. Probation	
PART 3. Remuneration	7
10. Payment of Salaries	
11. Salary Increases	
12. Incremental Progression	
13. Superannuation	
14. Probity Screening & Other Requirements	
15. Overpayments and Recovery of Debt	
PART 4. Allowances	9
16. Higher Duties Allowance	
17. After Hours Allowance	
18. First Aid Allowance	
19. Fire Warden Allowance	
20. WHS Committee Allowance	
21. Sales Commission	
22. Bonuses	
PART 5. Hours of Work	11
23. Workplace Flexibility	
24. Hours of Work	
25. Flexible Work Arrangements	
26. Meal Breaks	

PART 6. Leave	13
27. Annual Leave	
28. Personal Leave	
29. Parental Leave	
30. Long Service Leave	
31. Other Leave	
32. Leave to count as service	
33. Public Holidays and Christmas Close Down Period	
PART 7. Consultation and Change	18
34. Consultation on Major Workplace Change	
35. Dispute Settling Procedures	
36. Individual Flexibility Arrangements	
PART 8. Performance and Professional Development	23
37. Performance Planning and Review	
PART 9. Ending Employment	25
38. Termination of Employment	
39. Resignation	
40. Redundancy	
41. Managing Ill-Health	
PART 10. Formal Making of the Agreement	26
42. Making of the Formal Agreement	
SCHEDULES	27
SCHEDULE A CHC Salaries	

PART 1. General

1. Coverage

- 1.1 This **Agreement** covers **CHC** and all staff members undertaking activities consistent with roles in classifications listed in 'Schedule A' of this **Agreement**. This **Agreement** does not cover the **CEO** and **Leadership Team** members.

2. Duration of the Agreement

- 2.1 This **Agreement** will come into operation 7 days after it is approved by the Fair Work Commission. The nominal expiry date of this **Agreement** is 4 years after its commencement.

3. NES Precedence

- 3.1 This **Agreement** will be read and interpreted in conjunction with the National Employment Standards (**NES**). Where there is an inconsistency between this **Agreement** and the **NES**, and the **NES** provides a greater benefit, the **NES** provision will apply to the extent of the inconsistency.

4. Dictionary

- 4.1 The meaning of the following defined terms in this **Agreement** are:

Term	Meaning
Agreement	CHC Enterprise Agreement 2021 - 2025
CEO	Chief Executive Officer
CHC	Community Housing Canberra Limited
Classification	Relates to an approved role and associated position description, which has been graded and assigned a classification grade of 1 to 6 as outlined in Schedule A.
De Facto Partner	a person who, although not legally married to the staff member, lives with the staff member in a relationship as a couple on a genuine domestic basis (whether the staff member and the person are of the same or different sexes or gender identities). The definition also includes a former De Facto Partner of the staff member.
Full Pay	see the definition of " Salary ".
Half Pay	see the definition of " Salary ".
Immediate Family	of a staff member means a Spouse, De Facto Partner , child (including step-child), parent (including step-parent), grandparent, grandchild, aunt, uncle or sibling (including step-sibling) of the staff member or of a Spouse or De Facto Partner of the staff member and also includes a person for whom the person has caring responsibilities arising from an Aboriginal and Torres Strait Islander kinship relationship of equivalent status to those listed above.
Leadership Team	As nominated by the CEO and comprises staff that typically directly report to the CEO , and whose primary role is NOT the provision of administrative or executive support.

Medical Certificate	A certificate from a registered medical practitioner, dentist, physiotherapist, chiropractor, osteopath, optometrist, naturopath or clinical or counselling psychologist
NES	National Employment Standards
Ordinary Hours of Work	the staff member's Ordinary Hours of Work set out in clause 24 - Hours of Work
Public Holiday	a gazetted Public Holiday in the Australian Capital Territory
Salary	the rate of pay applicable to a staff member's classification as specified in 'Schedule A' of this Agreement . A reference to payment on " Full Pay " is a reference to the staff member's Salary and a reference to payment on " Half Pay " is a reference to payment at half of the staff member's Salary
Service	continuous Service and does not include periods of casual Service unless specified in the relevant clause or to the extent required to meet the NES
Spouse	a husband or wife of a staff member, including a former Spouse of the staff member
Supervisor	A staff member assigned responsibility for the supervision of staff. For the purpose of decision-making authority, Supervisor includes the CEO and members of the Leadership Team

PART 2. Employment Arrangements

5. Contract of Employment

- 5.1 **CHC** will employ staff in the types of employment set out in clauses 6 to 8 and in accordance with the terms of this **Agreement**.
- 5.2 In addition to being employed in their substantive position, a staff member may also be employed as a casual staff member to perform work unrelated to, or identifiably separate from, the duties of the substantive position.

6. Full-time Employment

- 6.1 A staff member employed on a full-time basis will work 38 hours per week plus reasonable additional hours as defined in the **NES**.

7. Part-time Employment

- 7.1 Part-time employment means employment for less than the normal weekly **Ordinary Hours of Work** of a full-time staff member. Entitlements under this **Agreement** for a part-time staff member will be calculated on a pro-rata basis by reference to the staff member's **Ordinary Hours of Work**.

8. Casual Employment

- 8.1 A casual staff member means a person who is employed by the hour and paid on an hourly basis.
- 8.2 A casual staff member will be paid a loading of 25% in addition to the base ordinary hourly rate for the work performed. The casual loading is paid to the staff member in lieu of benefits provided to staff members who are not casuals, including all leave benefits. Hourly rates for casual staff will be calculated based on the **Salary** table at 'Schedule A' of this **Agreement**.
- 8.3 The following provisions of this **Agreement** do not apply to casual staff members:
- (a) annual leave - clause 27
 - (b) personal leave (unless explicitly stated and in accordance with the **NES**) - clause 28
 - (c) parental leave (unless explicitly stated and in accordance with the **NES**) - clause 29
 - (d) other leave (except family and domestic violence leave, and unpaid compassionate leave) - clause 31
 - (e) termination of employment - clause 38
 - (f) redundancy - clause 40
 - (g) managing ill-health - clause 41
- 8.4 Casual staff members will be engaged for a minimum period of 3 hours, unless otherwise agreed between the staff member and **CHC**, to meet their personal circumstances.

9. Probation

- 9.1 Staff members may be required to serve a period of probation.
- 9.2 The minimum period of probation for any staff member will be 3 months, and any period of probation may be extended at **CHC's** sole discretion to a maximum of 6 months.

PART 3. Remuneration

10. Payment of Salaries

- 10.1 Staff will be paid the **Salary** applicable to their classification and increment point as detailed in 'Schedule A' of this **Agreement** on a fortnightly pro-rata basis in arrears.

11. Salary Increases

- 11.1 On the first **Full Pay** period after the dates set out below, staff members to whom this **Agreement** applies will receive the following pay increases:

On commencement	2%
01/12/2022	2%
01/12/2023	2%
01/12/2024	2%

12. Incremental Progression

- 12.1 Staff members, after having first completed a minimum of six months **Service**, will progress through the increments provided for in 'Schedule A' of this **Agreement**. This incremental progression will occur in the first **Full Pay** cycle in July of each year.
- 12.2 Incremental progression is within current **CHC** classification bands only.
- 12.3 Progression of staff members to higher **CHC** classification levels is subject to an approved role that has been graded at a higher **CHC** classification level being available, and typically will also be through a full merit recruitment process.

13. Superannuation

- 13.1 **CHC**'s default superannuation fund is Australian Super. Staff members may nominate a complying superannuation fund other than any applicable stapled fund or the **CHC** default fund.
- 13.2 **CHC** may choose to limit superannuation choice to complying superannuation funds that allow employee and/or employer contributions to be paid through fortnightly electronic funds transfer (EFT).
- 13.3 **CHC** will contribute the minimum employer superannuation contributions to the staff member's selected fund in accordance with the superannuation legislation and fund requirements.
- 13.4 Employer superannuation contributions will not be paid during periods of unpaid leave that do not count as **Service**, unless otherwise required by law.

14. Probity Screening & Other Requirements

- 14.1 **CHC** may, at the commencement of a staff member's employment, or at any time deemed appropriate by **CHC**, direct a staff member to undergo a police check, to assist in determining fitness for duty.
- 14.2 A staff member may also be directed to undergo an application process for a Working with Vulnerable People card. A staff member's **Supervisor** will inform them if they need to make this application.
- 14.3 Any and all work health & safety obligations that apply to staff members while at work also apply when a staff member is travelling in a **CHC** vehicle. **CHC** may, at any time, request that a staff member have an unrestricted Australian Driver's License, in order to fulfil the inherent requirements of their position.

14.4 A failure or refusal by a staff member to undergo or comply with any of the procedures in clauses 14.1 to 14.3 will be treated by **CHC** to be failing to follow a lawful and reasonable direction. **CHC** may then pursue disciplinary options. **CHC** may also retract an offer of employment if a request in accordance with the above clauses is not complied with prior to the commencement of employment.

15. Overpayments and Recovery of Debt

15.1 **CHC** will advise and consult with a staff member when an overpayment has been identified. **CHC** will inform the staff member in writing the amount of the overpayment and options available for repayment. The timeline for repayment shall be of reasonable length, having regard to the extent of the overpayment. The staff member and **CHC** will negotiate an agreed repayment arrangement in good faith, after which **CHC** may deduct the overpayment from the staff member's **Salary** or termination payments in accordance with the repayment arrangement. If such an agreement cannot be reached, clause 35 (Dispute Settling Procedures) will apply to achieve an outcome that allows **CHC** to recover the overpayment.

15.2 Where, as at the date of cessation of their employment, a staff member has incurred a debt owing to **CHC**, **CHC** may make deductions of the amount from a staff member's **Salary** or final entitlements that would otherwise be payable upon termination. **CHC** will notify the staff member of its intention to deduct the amounts prior to doing so.

PART 4. Allowances

16. Higher Duties Allowance

- 16.1 A staff member employed in classifications **CHC 1** to **CHC 6** will be entitled to a higher duties allowance if they act in a higher duties position for a minimum of 10 consecutive working days. Payment of the higher duties allowance will begin on the 11th working day of the staff member acting in the higher duties position and will be backdated to the first working day.
- 16.2 Payment of the higher duties allowance will be made retrospectively for the entire period of acting once the criteria in section 16.1 is satisfied.
- 16.3 For the purposes of determining minimum periods as outlined above, **Public Holidays** will count if the staff member is acting at the higher level both before and after the **Public Holiday**.
- 16.4 The higher duties allowance will be the difference between the staff member's substantive **Salary** and the minimum **Salary** point of the higher classification position. **CHC** may nominate a higher **Salary** point in exceptional circumstances.
- 16.5 If the staff member is not performing the full range of the duties of the higher classification position, the staff member will be paid a pro-rata amount of the difference between their substantive **Salary** and the minimum **Salary** point of the higher classification position.
- 16.6 A staff member will be eligible to receive an increment at the higher classification position if they have worked for a continuous period of 12 months in the higher classification position, or an aggregate period of 12 months over a 24-month period.
- 16.7 A staff member who is acting in a higher classification position will be entitled to continue to receive a higher duties allowance when the staff member is absent from work on paid leave or on a rostered day off, other than long service leave, provided the acting in the higher classification position would have continued but for the taking of leave.

17. After Hours Allowance

- 17.1 **CHC** may require staff members to regularly work outside of the **Ordinary Hours of Work** listed in this **Agreement**. Staff members regularly required to work outside of the **Ordinary Hours of Work** will receive an after-hours allowance.
- 17.2 The after-hours allowance will be at least \$380 per fortnight.
- 17.3 All after hours arrangements will be agreed in writing between the staff member and **Supervisor** prior to the commencement of duties and will be for an agreed period.

18. First Aid Allowance

- 18.1 A first aid allowance will be paid to staff members who have been suitably trained to undertake the position of First Aid Officer. Training for this position may be provided by **CHC** or arranged by **CHC** and delivered by an external provider.
- 18.2 The minimum amount to be paid as a first aid allowance is \$27 per fortnight.

19. Fire Warden Allowance

- 19.1 A fire warden allowance will be paid to staff members who have been suitably trained to undertake the position of Fire Warden. Training for this position may be provided by **CHC** or arranged by **CHC** and delivered by an external provider.
- 19.2 The minimum amount to be paid as a fire warden allowance is \$27 per fortnight.

20. WHS Committee Allowance

- 20.1 A WHS committee allowance will be paid to staff members who have agreed to participate as a member of **CHC**'s WHS committee. Training for this position will be provided by **CHC** or arranged by **CHC** and delivered by an external provider.
- 20.2 The minimum amount to be paid as a WHS committee member allowance is \$27 per fortnight.

21. Sales Commission

- 21.1 **CHC** may, at its discretion, enter into an agreement with a staff member regarding a sales commission. **CHC** will inform the staff member in writing of any proposed commission agreement with the staff member.
- 21.2 **CHC** maintains the right to cease any sales commission arrangement with any staff member, at its discretion.

22. Bonuses

- 22.1 **CHC** may, at its discretion pay a bonus to a staff member in recognition of outstanding contribution.
- 22.2 Any bonus payment will be subject to the prior approval by the **CHC** Remuneration Committee.

PART 5. Hours of work

23. Workplace Flexibility

23.1 A right to request flexible work arrangements is available to all eligible staff in accordance with the **NES**.

24. Hours of Work

24.1 The **Ordinary Hours of Work** for a staff member will be determined by **CHC** in accordance with this clause.

24.2 The **Ordinary Hours of Work** for a staff member will not exceed 38 hours per week.

24.3 A staff member may be required to work reasonable additional hours as defined in the **NES** in excess of their **Ordinary Hours of Work**.

24.4 A standard work day for the purpose of this **Agreement** is from 9:00am to 5:06pm Monday to Friday, inclusive of a 30-minute unpaid lunch break (7 hours and 36 minutes). A staff member will work their **Ordinary Hours of Work** in line with the standard workday.

24.5 Notwithstanding clauses 24.1 to 24.4, a staff member may work their **Ordinary Hours of Work** outside the standard work day specified in clause 24.4 within the span of hours from 7:30 am and 6:30 pm on a temporary or ongoing basis where:

- (a) it is necessary to meet **CHC's** operational requirements and agreed in writing between the staff member and **CHC**; or
- (b) requested at the staff member's initiative and approved by **CHC** solely to accommodate flexible working requests of the staff member, including to better meet their personal circumstances.

25. Flexible Work Arrangements

25.1 At the completion of their probationary period staff will be able to apply for flexible work arrangements.

25.2 All flexible work arrangements must be agreed between a staff member and their **Supervisor**. All arrangements must be reviewed at least annually to ensure they still meet the needs of the employee and **CHC**.

25.3 Staff will be able to choose their preferred arrangement from a suite of options that include, but are not limited to:

- Flextime (CHC1-5)
- Time Off in Lieu (TOIL) (CHC6)
- Work from Home
- 9 Day Fortnight

25.4 Participation in flexible work arrangements is voluntary.

25.5 **CHC** may, at its sole discretion, direct a staff member to revert to and work their **Ordinary Hours of Work**, due to operational requirements, or if the staff member's performance of their duties or conduct is unsatisfactory.

26. Meal Breaks

- 26.1 Staff members will be entitled to receive a meal break of not less than 30 minutes. Such a meal break must be taken not later than 5 hours after commencing work and after the resumption of work from a previous meal break.
- 26.2 A staff member's **Supervisor** may direct a staff member to take a meal break in order to comply with clause 26.1. Meal breaks will not be regarded as time worked by a staff member.
- 26.3 A staff member will be allowed two 10-minute rest intervals to be counted as time worked on each day that the staff member is required to work not less than eight ordinary hours, inclusive of an unpaid lunch break.
- 26.4 Each rest interval should be taken at a time suitable to **CHC** taking into account the needs of the business. If suitable to business operations, the first rest interval should be allowed between the time of commencing work and the usual meal interval and the second rest interval should be allowed between the usual meal and the time of ceasing work for the day.

PART 6. Leave

27. Annual Leave

- 27.1 Staff members will be entitled to receive 20 days per annum of annual leave, pro-rata for part-time staff members in accordance with agreed hours of work. Annual leave will be calculated on a pro-rata basis from the commencement of employment.
- 27.2 Annual leave may be taken for a period agreed between **CHC** and the staff member, subject to operational requirements. **CHC** will not unreasonably refuse to agree to a request by the staff member to take paid annual leave.
- 27.3 Employees may take annual leave at **Half Pay**. The minimum period of annual leave **Half Pay** is two working days. Where annual leave is taken at **Half Pay**, credits will be deducted from the employee's annual leave balance on the basis that two days of annual leave at **Half Pay** is equivalent to one day of annual leave at **Full Pay**. A maximum of 50% of employees current leave accrual at any point in time can be taken as annual leave at **Half Pay**.
- 27.4 Unless approved by the CEO, employees with an annual leave accrual of more than 30 days at the time of application cannot access annual leave at **Half Pay**.
- 27.5 **CHC** may direct a staff member to take annual leave where:
- (a) the staff member is given at least 4 weeks' written notice; and
 - (b) either:
 - (i) the staff member has an accrued balance of more than 20 days annual leave (but only where the staff member retains a balance of at least 20 days annual leave afterwards); or
 - (ii) **CHC** shuts down some or all of its operations for any reason; or
 - (iii) **CHC** experiences a slowdown in operations.
- 27.6 No deduction will be made to a staff member's annual leave entitlements for **Public Holidays** occurring during a period of annual leave.

28. Personal Leave

- 28.1 This clause sets out entitlements to personal leave, which includes sick and carer's leave:

Leave Type	Entitlement	Eligibility	Notice & Evidence
Sick Leave	10 working days on Full Pay for each completed year of Service , accruing on a pro-rata basis each fortnight, according to ordinary hours worked.	All staff except casual staff.	<p>Notice to be given to Supervisor prior to absence. Notice to include estimated length of the absence.</p> <p>If prior notice not given, notice must be given within an hour of normal starting time on the day of the absence if it is practicable to do so.</p> <p>If a staff member's sick leave forms part or all of a period of absence in excess of 3 consecutive working days, the staff member must provide proof of illness or injury to CHC by way of a valid Medical Certificate.</p>

			<p>A statutory declaration may be an acceptable substitute for a Medical Certificate, but not for projected leave periods.</p> <p>If no proof is given, the period of absence will be unpaid.</p> <p>If a period of absence on sick leave falls immediately before or after a Public Holiday, a Medical Certificate may be required by CHC without the minimum period applying.</p>
Carer's Leave	<p>Staff members can:</p> <ul style="list-style-type: none"> • utilise untaken sick leave credits; or • agree with CHC to take unpaid leave; or • take up to 2 days' unpaid carers leave for each occasion, if the staff member, including a casual staff member, has exhausted their sick leave. 	<p>Staff members who are required to provide care or support to a member of their Immediate Family or household because of an illness, injury or unexpected emergency.</p>	<p>Notice to be given to Supervisor prior to absence. Notice to include estimated length of the absence. If prior notice is not given, notice must be given within an hour of normal starting time on the day of the absence if it is practicable to do so.</p> <p>A Medical Certificate is to be provided for absences in excess of 3 consecutive working days.</p> <p>A statutory declaration may be an acceptable substitute for a Medical Certificate, but not for projected leave periods.</p> <p>If no proof is given, the period of absence will be unpaid.</p>

28.2 No deduction will be made to a staff member's personal leave entitlements for **Public Holidays** occurring during a period of personal leave.

29. Parental Leave

29.1 Parental Leave entitlements will apply consistent with the **NES**. This clause sets out conditions over and above the **NES** entitlements and notice and evidence requirements. Nothing in this clause extends the total period of parental leave that may be taken by an eligible employee.

Eligibility	Entitlement	Conditions	Notice & Evidence
Unpaid Leave			
Staff members with at least 12 months' Service	<p>Each eligible member of an employee couple can take a separate period of up to 12 months of unpaid parental leave. The combined leave can't be for more than 24 months.</p> <p>If only 1 person is taking leave, they may take up to 24</p>	<p>If the staff member has, or will have, responsibility for the care of the child during the parental leave (either by way of birth of a child by the staff member or their Spouse or De Facto Partner, or adoption of a child under the age of 16 years).</p> <p>Parents who experience a stillbirth or the death of an infant during the first 24</p>	<p>A staff member must provide CHC with at least 10 weeks' notice prior to the start of their parental leave absence.</p> <p>Birth or placement certificate, whichever is applicable; and statutory declaration from the staff member providing that staff member will be the only member of an employee couple taking</p>

	<p>months subject to subclause 29.6.</p> <p>Both members of an employee couple do not have to be employed by CHC.</p>	<p>months of life can also take unpaid parental leave.</p> <p>An employee's 'De Facto Partner' is someone who lives with the employee in a relationship as a couple on a genuine domestic basis. The employee's partner can be the same sex or different sex to the employee, and either a current or former De facto partner of the employee.</p>	<p>continuous parental leave for the period of the leave</p>
--	--	--	--

Eligibility	Entitlement	Conditions	Notice & Evidence
Paid Leave			
<i>Birth-Related and Adoption Leave</i>			
<p>Staff members with at least 12 months' Service and who is the designated primary carer for the child.</p>	<p>8 weeks paid parental leave, or a combination of paid parental and paid partner leave with the option to take 16 weeks leave Half Pay, but not both.</p> <p>An eligible employee couple (both parents' employees of CHC) are entitled to a combined total of 10 weeks paid parental leave and paid partner leave between them with the option to take 8 weeks of the combined leave on Half Pay (16 weeks Half Pay + 2 weeks paid partner leave).</p>	<p>A pregnant staff member must commence leave 6 weeks before the expected date of birth, unless a Medical Certificate is provided to say the staff member is fit for work.</p> <p>To be eligible for paid parental leave, a designated primary carer who is the Spouse or De Facto Partner of the birth parent, or an adopting parent who is sharing the responsibility of primary carer, must be able to demonstrate that they are the primary carer for a newborn or adopted child.</p> <p>Staff members who take 16 weeks' leave at Half Pay will only have 8 weeks of leave counted as Service.</p>	<p>A staff member must provide CHC with at least 10 weeks written notice specifying the intended start and end dates of leave. Leave absences do not have to be consecutive but must be a minimum of 2 weeks per occasion.</p> <p>This written notice is to be accompanied by either a Medical Certificate from a medical practitioner stating that the staff member or their Spouse or De Facto Partner is pregnant and the expected date of birth, or a certified adoption certificate confirming the date of placement of the child.</p> <p>Designated primary carer will be required to provide evidence of the birth or adoption of the child.</p>

Other conditions relating to parental leave

- 29.2 Staff members must use any entitlement to paid parental leave before they take any entitlement to other paid leave under this **Agreement**.

- 29.3 Casual staff members are not entitled to paid parental leave and will only be entitled to unpaid parental leave if they:
- (a) have been employed by **CHC** on a regular and systematic basis for a sequence of periods of employment of at least 12 months; and
 - (b) but for the birth or placement of the child, the staff member would have a reasonable expectation of ongoing employment by **CHC** on a regular and systematic basis.
- 29.4 With at least 4 weeks' written notice, a staff member may request an additional 52 weeks' unpaid birth-related or primary carer leave. **CHC** will assess the impact of any additional leave on the operational requirements of the business before determining whether the staff member may be granted the additional leave.

Paid Partner Leave

- 29.5 A staff member:
- (a) who has a **Spouse** or **De Facto Partner** who is pregnant; or
 - (b) who adopts a child under 5 years of age; or
- whose **Spouse** or **De Facto Partner** is the parent of a newborn child who is not entitled to paid leave in accordance paid parental leave provisions because they are not the primary carer, will be entitled to 10 days paid partner leave.

General conditions for parental leave

- 29.6 Entitlement to parental leave, including paid leave, will be reduced by any period of parental leave taken by the staff member's **Spouse** or **De Facto Partner** if they are employed by **CHC**.
- 29.7 Part-time staff members will be entitled to paid parental leave on a pro-rata basis. The rate of pay will be calculated based on the average pay the staff member received in the 8-week period immediately prior to leave commencing.
- 29.8 Periods of unpaid parental leave will not constitute a break in continuity of **Service**.
- 29.9 At the conclusion of a parental leave absence, staff are entitled to resume work in their pre-parental leave position. If that position no longer exists, the staff member is entitled to resume work in another position at their substantive classification and **Salary**, with duties commensurate with their qualifications and experience, and, as far as practicable, similar to those performed by the staff member prior to the leave.
- 29.10 A staff member may request to return to work from parental leave on a part-time basis until the child reaches school age. **CHC** will consider the request having regard to the staff member's circumstances, and provided the request is genuinely based on the staff member's parental responsibilities, may only refuse the request on reasonable business grounds related to the effect on the workplace and **CHC's** operational requirements. Such grounds might include cost, lack of adequate replacement staff, loss of efficiency and the impact on the provision of services.

30. Long Service Leave

- 30.1 Staff members will be entitled to long service leave, in accordance with the *Long Service Leave Act 1976* (ACT), as amended from time to time.

31. Other Leave

- 31.1 Staff members are entitled to the leave entitlements in the table below. Leave for part-time staff is calculated on a pro-rata basis. The evidence and notice requirements are set out below. The

entitlements do not apply to casual staff members, save for Domestic and Family Violence Leave, and unpaid Compassionate Leave.

Leave Type	Entitlement	When can leave be taken?	Notice & Evidence
Compassionate Leave	In accordance with the NES .	As needed, upon approval from CHC . Leave may be taken as a continuous two-day period or two separate periods of one day.	Medical Certificate , death notice/certificate.
Community Service Leave	In accordance with the NES .	At any time, upon approval from CHC .	A document issued by a court or emergency service response organisation.
Domestic and Family Violence Leave	3 days paid leave. The entitlement and payment is in addition to the unpaid entitlement outlined in the NES .	As needed, upon approval from CHC .	A document issued by the police, a court, a health professional, or counsellor.

32. Leave to count as service

31.1 Any period of paid leave will count as **Service** in determining the entitlements of a staff member to leave and for all other **Service** related entitlements.

33. Public Holiday and Christmas Close Down Period

33.1 **CHC** will recognise gazetted **Public Holidays**.

33.2 Where a **Public Holiday** falls on a day when the staff member would be required to work, the staff member is entitled to be absent from work on that day without loss of pay.

33.3 **CHC** will close from 12 noon, 24 December, and 1 January of each year, inclusive. All staff members will be paid their **Ordinary Hours of Work** during this Christmas Close Down Period without having to take leave, at the same rate as if the staff member had worked the days taken off.

33.4 Any staff member required to work at any time during the Christmas Close Down Period will be paid the after-hours allowance.

PART 7. Consultation and Change

34. Consultation on Major Workplace Change

34.1 This clause applies if **CHC**:

- (a) has made a definite decision to introduce a major change to production, program, organisation, structure or technology in relation to its enterprise that is likely to have a significant effect on staff members; or
- (b) proposes to introduce a change to the regular roster or **Ordinary Hours of Work** of staff members.

Major Change

34.2 For a major change referred to in clause 34.1(a):

- (a) **CHC** must notify the relevant employees of the decision to introduce the major change; and
- (b) clauses 34.3 to 34.9 apply.

34.3 The relevant staff members may appoint a representative for the purposes of the procedures in this term.

34.4 If:

- (a) a relevant staff member appoints, or relevant staff members appoint, a representative for the purposes of consultation; and
- (b) the staff member or staff members advise **CHC** of the identity of the representative;

CHC must recognise the representative.

34.5 As soon as practicable after making its decision, **CHC** must:

- (a) discuss with the relevant staff members:
 - (i) the introduction of the change; and
 - (ii) the effect the change is likely to have on the staff members; and
 - (iii) measures **CHC** is taking to avert or mitigate the adverse effect of the change on the staff members; and
- (b) for the purposes of the discussion—provide, in writing, to the relevant staff members:
 - (i) all relevant information about the change including the nature of the change proposed; and
 - (ii) information about the expected effects of the change on the staff members; and
 - (iii) any other matters likely to affect the staff members.

34.6 However, **CHC** is not required to disclose confidential or commercially sensitive information to the relevant staff members.

- 34.7 **CHC** must give prompt and genuine consideration to matters raised about the major change by the relevant staff members.
- 34.8 If a term in this **Agreement** provides for a major change to production, program, organisation, structure or technology in relation to the enterprise of **CHC**, the requirements set out in clause 34.2(a) and clauses 34.3 and 34.5 are taken not to apply.
- 34.9 In this term, a major change is *likely to have a significant effect on staff members* if it results in:
- (a) the termination of the employment of staff members;
 - (b) major change to the composition, operation or size of **CHC's** workforce or to the skills required of staff members;
 - (c) the elimination or diminution of job opportunities (including opportunities for promotion or tenure);
 - (d) the alteration of hours of work;
 - (e) the need to retrain staff members;
 - (f) the need to relocate staff members to another workplace; or
 - (g) the restructuring of jobs.

Change to regular roster or ordinary hours of work

- 34.10 For a change referred to in clause 34.1(b):
- (a) **CHC** must notify the relevant employees of the proposed change; and
 - (b) clauses 33.11 to 33.15 apply.
- 34.11 The relevant staff members may appoint a representative for the purposes of the procedures in this term.
- 34.12 If:
- (a) a relevant staff member appoints, or relevant staff members appoint, a representative for the purposes of consultation; and
 - (b) the staff member or members advise **CHC** of the identity of the representative;
- CHC** must recognise the representative.
- 34.13 As soon as practicable after proposing to introduce the change, **CHC** must:
- (a) discuss with the relevant staff members the introduction of the change; and
 - (b) for the purposes of the discussion—provide to the relevant staff members:
 - (i) all relevant information about the change, including the nature of the change; and
 - (ii) information about what **CHC** reasonably believes will be the effects of the change on the staff members; and
 - (iii) information about any other matters that **CHC** reasonably believes are likely to affect the staff members; and

- (c) invite the relevant staff members to give their views about the impact of the change (including any impact in relation to their family or caring responsibilities).
- 34.14 However, **CHC** is not required to disclose confidential or commercially sensitive information to the relevant staff members.
- 34.15 **CHC** must give prompt and genuine consideration to matters raised about the change by the relevant staff members.
- 34.16 In this clause:
- relevant staff members** means the staff members who may be affected by a change referred to in clause 34.1.

35. Dispute Settling Procedures

- 35.1 If a dispute relates to:
- (a) a matter arising under this **Agreement**; or
 - (b) the National Employment Standards;
- this clause sets out procedures to settle the dispute.
- 35.2 A staff member who is a party to the dispute may appoint a representative for the purposes of the procedures in this clause 35.
- 35.3 In the first instance, the parties to the dispute must try to resolve the dispute at the workplace level, by discussions between the staff member or members and relevant **Supervisor** and/or management.
- 35.4 If discussions at the workplace level do not resolve the dispute, a party to the dispute may refer the matter to Fair Work Commission.
- 35.5 The Fair Work Commission may deal with the dispute in 2 stages:
- (a) the Fair Work Commission will first attempt to resolve the dispute as it considers appropriate, including by mediation, conciliation, expressing an opinion or making a recommendation; and
 - (b) if the Fair Work Commission is unable to resolve the dispute at the first stage, the Fair Work Commission may then:
 - (i) arbitrate the dispute; and
 - (ii) make a determination that is binding on the parties.
 - (c) *Note: If Fair Work Commission arbitrates the dispute, it may also use the powers that are available to it under the Act.*
 - (d) *A decision that Fair Work Commission makes when arbitrating a dispute is a decision for the purpose of Div 3 of Part 5.1 of the Act. Therefore, an appeal may be made against the decision.*
- 35.6 While the parties are trying to resolve the dispute using the procedures in this term:
- (a) a staff member must continue to perform his or her work as he or she would normally unless he or she has a reasonable concern about an imminent risk to his or her health or safety; and

- (b) a staff member must comply with a direction given by **CHC** to perform other available work at the same workplace, or at another workplace, unless:
 - (i) the work is not safe; or
 - (ii) applicable occupational health and safety legislation would not permit the work to be performed; or
 - (iii) the work is not appropriate for the staff member to perform; or
 - (iv) there are other reasonable grounds for the staff member to refuse to comply with the direction.

35.7 The parties to the dispute agree to be bound by a decision made by Fair Work Commission in accordance with this term.

36. Individual Flexibility Arrangements

36.1 **CHC** and a staff member covered by this **Agreement** may agree to make an individual flexibility arrangement to vary the effect of terms of the **Agreement** if:

- (a) the arrangement deals with 1 or more of the following matters:
 - (i) arrangements about when work is performed;
 - (ii) allowances; and
- (b) the arrangement meets the genuine needs of **CHC** and the staff member in relation to 1 or more of the matters mentioned in 36.1(a); and
- (c) the arrangement is genuinely agreed to by **CHC** and the staff member.

36.2 **CHC** must ensure that the terms of the individual flexibility arrangement:

- (a) are about permitted matters under section 172 of the *Fair Work Act 2009*; and
- (b) are not unlawful terms under section 194 of the *Fair Work Act 2009*; and
- (c) result in the staff member being better off overall than the staff member would be if no arrangement was made.

36.3 **CHC** must ensure that the individual flexibility arrangement:

- (a) is in writing; and
- (b) includes the name of **CHC** and the staff member; and
- (c) is signed by **CHC** and the staff member and if the staff member is under 18 years of age, signed by a parent or guardian of the staff member; and
- (d) includes details of:
 - (i) the terms of the **Agreement** that will be varied by the arrangement; and
 - (ii) how the arrangement will vary the effect of the terms; and
 - (iii) how the staff member will be better off overall in relation to the terms and conditions of his or her employment as a result of the arrangement; and
- (e) states the day on which the arrangement commences.

36 4 **CHC** must give the staff member a copy of the individual flexibility arrangement within 14 days after it is agreed to

36 5 **CHC** or the staff member may terminate the individual flexibility arrangement

- (a) by giving no less than 14 days and no more than 28 days written notice to the other party to the arrangement, or
- (b) if **CHC** and the staff member agree in writing at any time

PART 8. Performance and Professional Development

37. Performance Planning and Review

- 37.1 CHC maintains an active staff member performance development review process, aiming to provide a framework for ongoing professional development and the resolution of issues.
- 37.2 Staff members will be required to complete an annual performance review.
- 37.3 Any approved staff development and training will be informed by the staff member's annual performance review or as identified throughout the year by their **Supervisor**.

PART 9. Ending Employment

38. Termination of Employment

- 38.1 All decisions to terminate the employment of a staff member will be in accordance with the applicable provisions of the *Fair Work Act 2009*.
- 38.2 **CHC** may terminate employment in the following circumstances:
- (a) during probation (clause 9)
 - (b) when a position is made redundant (clause 40)
 - (c) when disciplinary action is required (including unsatisfactory performance and misconduct)
 - (d) on grounds of ill-health and/or an inability to perform the inherent requirements of the role.
- 38.3 For the avoidance of doubt, this clause does not preclude cessation/termination in circumstances of abandonment of employment or frustration of the employment contract.
- 38.4 If a staff member's employment with **CHC** is terminated, **CHC** will provide the staff member with notice, or payment in lieu of notice, in accordance with the **NES**.

39. Resignation

- 39.1 A staff member must provide a minimum 2 weeks' written notice to their **Supervisor** upon resignation of employment.

40. Redundancy

- 40.1 This clause will apply when **CHC** has decided that a staff member's employment is likely to be terminated because the position of one or more staff members is no longer required to be performed for reasons of an economic, technological, structural, or similar nature.
- 40.2 **CHC** will, at the earliest reasonably practicable time, provide advice to the staff member or members concerned that the staff member's position is redundant. The advice will contain notice of the date on which the employment will end unless the staff member is redeployed. **CHC** must either provide at least 4 weeks' notice of the date of termination or make a payment in lieu of all or part of the notice and advise the staff member of their options under clause 40.3.
- 40.3 In circumstances that **CHC** identifies a staff member's position is redundant, **CHC** may discuss with the staff member the option of a voluntary redundancy.
- 40.4 When a staff member receives the advice provided under clause 40.1, the staff member:
- (a) may, within 2 weeks, raise any suggestions to avoid redundancy or to mitigate against termination, such as redeployment, in which case **CHC** will provide a written response within 2 weeks; and
 - (b) must within 2 weeks of receiving the advice under clause 40.1 (or within 2 weeks of receiving **CHC's** response where clause 40.4(a) applies):
 - (i) elect in writing to depart early; or
 - (ii) elect in writing to seek formal redeployment;

40.5 Where the staff member elects to depart early, the benefits will be calculated as outlined in clause 40.6.

Calculation of Redundancy Payment

40.6 A redundancy payment (inclusive of any notice period) shall be calculated in accordance with the **NES**.

40.7 Where a staff member elects under clause 40.4 to seek redeployment, there will be a transitional period of 4 weeks, unless the staff member elects a shorter period. During this time **CHC** will, taking into account the relevant skills, experience and work preferences of the staff member:

- (a) discuss reasonable retraining options; and
- (b) offer the staff member redeployment into a suitable vacant position where a position exists.

40.8 If at the expiry of the transition period redeployment to a suitable vacant position has not occurred, **CHC** may:

- (a) terminate the staff member's employment in which case the benefits calculated under clause 40.6 will apply, provided that any staff member over the age of 45 years will receive a minimum of 13 weeks' pay; or
- (b) transfer the staff member to a position of equivalent grade and **Salary** for which the staff member is suitable having regard to matters including their qualifications and experience.

41. Managing Ill-Health

41.1 Where there is a reasonable basis for doubt as to a staff member's capacity to perform their duties due to illness or injury, the Head of People may direct the staff member in writing to undergo a medical examination by a medical practitioner, chosen by **CHC**, at **CHC's** expense.

41.2 The staff member will co-operate in respect of the direction, including any requests made by the medical practitioner to enable examination and provision of any medical report.

41.3 A refusal or failure to attend a medical examination directed in accordance with clause 41.1, will constitute a failure to comply with a reasonable and lawful direction and may be subject to disciplinary action.

41.4 A copy of the medical practitioner's report in respect of the examination referred to in clause 41.1 will be made available to the Head of People and to the staff member.

PART 10. Formal Making of the Agreement

42. Making of the Agreement

42.1 This **Agreement** is made under the Fair Work Act 2009. Accordingly, it is an **Agreement** between the employer and the employees whose employment is subject to this **Agreement**.

Employer

Signed for, and on behalf of Community Housing Canberra Limited.

Signed:



Name: Mr Andrew Hannan


Title: Chief Executive Officer

Address: Unit 224/29 Braybrooke Street, Bruce ACT 2617

Date: 24.11.2021

Employee Bargaining Representative

Signed:



Name: Ms Mataina Mataa

Title: Community Development Manager

Address: Unit 224/29 Braybrooke Street, Bruce ACT 2617

Date: 24.11.2021

Schedule A: CHC Salaries

- (a) The table below displays the **Salaries** for each staff member covered by this **Agreement**. The **Salaries** listed represent the entitlements of full-time staff members. Part-time staff member **Salaries** will be calculated on the relevant pro-rata basis.
- (b) Hourly rates for casual staff members will be calculated by applying the following formula to the **Salaries** listed here:

$$(\text{Salary} \div 52) \div 38 + 25\% = \text{casual hourly rate}$$

CHC Classification	Classification Range	Current Salaries	Proposed Pay Rises for life of Agreement			
			2% On Commencement	2% - 1/12/22	2% - 1/12/23	2% - 1/12/24
CHC 6	\$113,116.00 - \$129,273.00	\$127,363	\$129,910	\$132,508	\$135,159	\$137,862
		\$122,057	\$124,498	\$126,988	\$129,528	\$132,118
		\$116,750	\$119,085	\$121,467	\$123,896	\$126,374
		\$111,444	\$113,673	\$115,946	\$118,265	\$120,631
CHC 5	\$99,648 - \$107,727	\$106,135	\$108,258	\$110,423	\$112,631	\$114,884
		\$103,482	\$105,552	\$107,663	\$109,816	\$112,012
		\$100,829	\$102,846	\$104,902	\$107,001	\$109,141
		\$98,175	\$100,139	\$102,141	\$104,184	\$106,268
CHC 4	\$88,876 - \$93,956	\$95,523	\$97,433	\$99,382	\$101,370	\$103,397
		\$92,868	\$94,725	\$96,620	\$98,552	\$100,523
		\$90,216	\$92,020	\$93,861	\$95,738	\$97,653
		\$87,562	\$89,313	\$91,100	\$92,921	\$94,780
CHC 3	\$72,717 - \$83,490	\$82,256	\$83,901	\$85,579	\$87,291	\$89,037
		\$79,602	\$81,194	\$82,818	\$84,474	\$86,164
		\$76,948	\$78,487	\$80,057	\$81,658	\$83,291
		\$74,296	\$75,782	\$77,298	\$78,844	\$80,420
		\$71,642	\$73,075	\$74,536	\$76,027	\$77,548
CHC 2	\$59,251 - \$70,023	\$68,989	\$70,369	\$71,776	\$73,212	\$74,676
		\$66,335	\$67,662	\$69,015	\$70,395	\$71,803
		\$63,681	\$64,955	\$66,254	\$67,579	\$68,930
		\$61,028	\$62,249	\$63,494	\$64,763	\$66,059
		\$58,375	\$59,543	\$60,733	\$61,948	\$63,187
CHC 1	\$53,864- \$56,556	\$55,720	\$56,834	\$57,971	\$59,131	\$60,313
		\$53,068	\$54,129	\$55,212	\$56,316	\$57,443

IN THE FAIR WORK COMMISSION

FWC Matter No.:
AG2021/8661

Applicant:
Community Housing Canberra Limited

Section 185 – Application for approval of a single enterprise agreement

Undertaking – Section 190

I, Andrew Hannan, Chief Executive Officer have the authority given to me by Community Housing Canberra Limited to give the following undertakings with respect to the CHC Enterprise Agreement 2021 - 2025 ("the Agreement"):

1. The following undertaking will replace
 - 2.1 This Agreement will come into operation 7 days after it is approved by the Fair Work Commission. The nominal expiry date of this Agreement is the date being 4 years after it is approved by the Fair Work Commission.
2. The following undertaking is to be read in conjunction with clause 7
 - 7.2 A part-time employee's ordinary hours of work will be agreed upon in writing at the time of engagement within the parameters of clause 24 and will include the days of work and hours to be worked each day. The minimum part-time shift will be three (3) consecutive hours.
3. The following undertaking will replace sub-clause 17.1
 - 17.1 **CHC** may require staff members to regularly work outside the **Ordinary Hours of Work** listed in this **Agreement** to be available to respond to matters via phone, email or other electronic means. On-site attendance may occur but will rarely be required. Staff members regularly required to work outside of the **Ordinary Hours of Work** under this clause will receive an after-hours allowance. The after-hours allowance will not be pro-rata for part-time staff.
4. The following undertaking is to be read in conjunction with subclause 24.5

CHC will not agree to regular shift patterns where an employee is rostered to work over a 24 hour / 7 days per week arrangement.
5. The following undertaking is to be read in conjunction with subclause 24.3
 - 24.3(a) A staff member directed to work reasonable additional hours may take time off (TOIL) on full pay at an agreed time in recognition of the additional hours worked on an hour for hour basis.

24.3(b) A staff member directed to work reasonable additional hours of more than 130 hours in a calendar year may elect to receive payment at overtime rates stated in 24.3(d) for any additional hours worked in a calendar year over the 130 hour threshold.

24.3(c) A staff member and their Supervisor will agree to TOIL being taken within 6 months of accrual. If agreement cannot be reached, TOIL will be taken at a time determined by CHC.

24.3(d) Reasonable additional hours worked will be reconciled every 6 months. Any TOIL balance above the 130 hour threshold outstanding at the end of the calendar year cycle will be paid out at overtime rates, being 150% (first 2 hours) and 200% (thereafter) on Mondays-Saturdays, 200% on Sundays and 250% on public holidays.

24.3(e) Where an employee's employment is terminated during the calendar year, any accrued TOIL will be reconciled on a pro rata basis on completed months service. All TOIL hours in excess of the pro-rata threshold will be paid in accordance with 24.3(d).

The calculation will be:

$130\text{hr}/12 \times \text{Completed Months Service} = \text{Threshold hours}$
 $\text{Hours above Threshold Hours} \times \text{Relevant Hourly Rate/s} = \text{Payment}$

These undertakings are provided on the basis of issues raised by the Fair Work Commission in the application before the Fair Work Commission.

Sig _____
Date _____

