

15 July 2022

NEAMI MANAGEMENT CLAIMS ASU ANALYSIS

NEAMI Management is proposing big changes your NEAMI Enterprise Agreement. Read this bulletin to make sure you know exactly what management is asking for in this round of enterprise agreement negotiations.

These are the biggest changes management wants to make to your Agreement:

- Overnight travel expenses by re-imburement.
- Reducing pay for excursions.
- Expand the span of hours to 6.00am to 8.00pm and deleting the early morning allowance. Your ordinary hours might now start at 6.00am without additional pay.
- You would be required to consider their operational needs when discussing changes to your hours of work.
- Remove the requirement to consider employee needs when approving leave.
- Changes to the definition of 'shift worker' so fewer staff will be entitled to 5 weeks of leave.
- Study Leave limited to study 'directly' related to work.
- Unpaid family and domestic violence leave will not count as service for leave accruals or incremental progression.

Below, we go through each proposal in detail and offer our analysis. We've left Management's reasons in the form they've proposed to us, so you can see what they say for themselves.

Some key terms you need to know include:

- *Award* – the *Social, Community, Home Care and Disability Services Industry Award 2010*. This is the legal minimum standard for pay and conditions in the industry. You must be 'Better Off Overall' compared to the Award for the Agreement to be approved by Fair Work Commission.

You can find your Award online at:

https://asset.fwc.gov.au/documents/documents/modern_awards/award/ma000100/default.htm

- *Undertaking* – A legally binding promise to meet minimum conditions made to the Commission if the Agreement doesn't pass the BOOT. Your Agreement was made with 13 undertakings.

Clause	EBA 2021	NEAMI Management's Reason for Change	ASU Analysis
13. Allowances			
13.1 Higher Duties			
13.1.2	For an <u>E</u> mployee who has performed higher duties for a continuous period of 2 months or more and who takes approved leave during or immediately after the period of higher duties, the <u>E</u> mployee will be paid at the higher acting rate of pay. _ for all or part of the period of leave equivalent to the amount of leave accrued during the period of time acting in the higher duties role. For example, an <u>E</u>mployee who acts in the higher duties role for 6 months, and who takes 3 weeks annual leave immediately after the period of higher duties would have 2 weeks of this annual leave paid at the higher acting rate of pay. For the third week of annual leave, the <u>E</u>mployee would be paid their base rate of pay for the <u>E</u>mployee's usual role.	Alignment with Award provisions and decreasing administrative burden.	This would mean that if you finished a period where you acting up, you would no longer be paid HDA that leave.
13.1.3	Employees classified at CSD Level 2 or below who are supervising student(s) on placement from university, TAFE or other tertiary institutions will be entitled to receive - an allowance of \$X/ day for each day providing supervision higher duties pay classified at CSD Level 3 for the duration of the student placement and whilst supervision responsibilities apply, except where the <u>E</u> mployee is on paid or unpaid leave.	Move to a daily supervision allowance rather than higher duties	NEAMI haven't specified the amount of the allowance, it may mean a pay cut for employees supervising students.
13.2 Oncall			
13.2.1	An <u>E</u> mployee required by the Employer to be on-call (i.e. available to be recalled for duty) shall be paid an <u>oncall</u> allowance in accordance with clause 20.9 of the Modern Award of \$46.37 in respect of on-call duties between 5.30pm to 9.00am Monday to Friday and \$75.36 for each 24 hour period between 9.00am Saturday and 9.00am Monday.	Alignment with the SCHADs on call rate in clause 20.9 Award	The Agreement should set out everything a person needs to know to apply it. It should reference another document when it could just say what you should be paid.
13.2.2	Where a staff member is required to be on-call on a public holiday which occurs between Monday and Friday, the staff members will be paid the weekend rate of \$75.36 in respect of the on-call duties for that day.	Remove as covered in clause 13.2.1 of EA and Clause 20.9 of Award.	
13.3 Recall			
13.3.2	An <u>E</u> mployee who is recalled to work after leaving the place of employment shall be paid a minimum of three hours' pay at the applicable overtime rate in clause 18.2.41.5 x the base hourly rate of pay. If the work is completed in less than 3 hours there is no requirement to work out the full 3 hours.	Administrative reference back to overtime rates in clause 18.2 of agreement	

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13.4 Residential Services Sleepover Allowances			
13.4.5	In the event the E mployee on a sleepover being required to perform "work" during the sleepover period, the E mployee shall be paid for the time worked at the prescribed-applicable overtime rate in clause 18.2.4 of 1.5 x the base rate of pay with a minimum payment for one hour for all cumulative work. Where such work exceeds one hour of cumulative work, payment will be made at the prescribed-applicable overtime of rate in clause 18.2.4 of pay of 1.5 x the base rate of pay for the duration of the cumulative work performed in 15-minute increments or part thereof.	Administrative	
13.5.	Early Morning Work Allowance An E mployee who is required to perform 45 minutes or more of work between 6.00am and 8.00am Monday to Sunday, shall be paid an allowance of \$46.37 except where the E mployee is performing "night work" and any hours of that shift fall between 6.00am and 8.00am, and where the E mployee would be entitled to a loading of 30% of their base rate on those hours worked.	In line with Span of Hours of award 6.00am – 8.00am, no requirements for this Early Morning Work allowance in agreement	This removes the early morning allowance from the Agreement. It means you will receive not additional remuneration for working between 6.00am and 8.00am.
13.6 Consumer Holidays/ Excursions Allowance			
13.6.1	An <u>E</u>mployee who attends a work related holiday or agrees to supervise clients in excursion activities, has support responsibilities for consumers, and is required to stay away from home overnight is entitled in addition to their base rate of pay, to 3 hours pay at their base rate and 5 hours paid time off in lieu. Where an Employee agrees to supervise clients in excursion activities involving overnight stays from home the Employer agrees to provide provisions inline with Clause 25.9 of the Award.	Delete this and seek to include clause 25.9 of the Award	This would change how overnight excursions. You can view the Award Clause online . In most cases, it would reduce remuneration for excursions.
13.6.2	Reasonable Travel and accommodation expenses will be covered by the Employer Neami , and food expenses will be covered within the camp/excursion budget.	Administrative	This changes how travel and accommodation expenses for excursions will be paid. It's unclear what 'reasonable' means in these circumstances?
13.7 Vehicle Allowance			
13.7	Should an E mployee be required to use their own vehicle for work purposes, and that E mployee does not	Alignment with Award	The Agreement should set out

Clause	EBA 2021	NEAMI Management's Reason for Change	ASU Analysis
	receive an annual allowance or salary payment for such purposes, E employees are entitled to receive the current vehicle allowance as specified in the Modern Award. the employee is to receive a vehicle allowance of 82 cents per kilometre.		everything a person needs to know to apply it. It should reference another document when it could just say what you should be paid.
13.8 Overnight Allowance			
13.8	An E employee who is required to stay away from home overnight to attend internal work related meetings, including inductions, training and management meetings, or external work related meetings, including conferences will be reimbursed the cost of reasonable accommodation and meals. Reasonable proof of costs so incurred are to be provided to the Employer by the Employee, is entitled to an amount of \$110.13 to cover meals and incidentals. Accommodation expenses will be paid by the Employer.	Alignment with Award	This would mean that you are required to pay for your work travel expenses out of your own pocket and then wait for reimbursement. Can you afford this on your salary?
13.9 Meal allowance			
13.9.1	An E employee will be entitled to an supplied with an adequate meal where the Employer has adequate cooking and dining facilities or be paid a overtime meal allowance as specified in Clause 20.3 of the Modern Award of \$12.88 in addition to any time off in lieu of overtime as follows: (a) E when required to work more than one hour of overtime; and (b) a further meal allowance will be paid provided that where such overtime work exceeds four hours a further meal allowance of \$12.88 will be paid.	Alignment with Award	This would slightly change the way overtime is paid if you're a day worker. You'd only paid overtime if 'when required to work more than one hours after the usual finishing hour of work'.
13.9.2	A meal allowance will not be paid where: (a) -t The E employer provides a meal to the Employee; - (b) T he additional hours worked are worked part of a flexible working arrangement; or - (c) i f the E employee can reasonably return home for a meal within the meal break and then resume duty. Clause 13.9.1 will not apply when an employee could reasonably return home for a meal within the meal break.	Clarification and is in alignment with Award Clause 20.3	This would mean NEAMI wouldn't need to pay you the meal allowance if they gave you a meal or if you're working a flexible working arrangement. The statement that this is

Clause	EBA 2021	NEAMI Management's Reason for Change	ASU Analysis								
			alignment with the Award is misleading. See clause 20.4.								
13.9.3	On request, meal allowance will be paid on the same day as overtime is worked.	Administrative as covered in clause 13.9.1	This would mean you need to wait for payment of the allowance.								
13.10 First aid Allowance											
13.10.1	The Employee is entitled to the <u>First Aid Allowance amount</u> provided in Clause 20.4 of the <u>Modern Award</u>, as varied from time to time., where: A weekly first aid allowance of \$17.00 per week will be paid to a full-time employee where: (a) the <u>Employee</u> is required by the Employer to hold a current first aid certificate; and (b) the <u>Employee</u> is required by their Employer to perform first aid at their workplace.	Alignment with the Award	The Agreement should set out everything a person needs to know to apply it. It should reference another document when it could just say what you should be paid.								
13.10.2	The first aid allowance will apply to eligible part time and casual <u>Employees</u> on a pro rata basis on the basis that the ordinary weekly hours of work for full time <u>Employees</u> are 38.	Covered in Clause 13.10.1									
13.11 Adjustment of Allowances											
13.11.1	The meal, Vehicle and first aid allowances will be adjusted annually in accordance with clause 20 of the <u>Modern Award</u>. On the 1st of July each year until the nominal expiry date of the Agreement, the vehicle, meal and first aid allowances will be adjusted by the applicable index figure published by the Australian Bureau of Statistics for the Eight Capitals Consumer Price Index (CPI) (Cat No. 6401.0) for the year ending 30 June. The applicable index for meal and vehicle allowances is as follows: <table border="1" data-bbox="304 1552 987 1809"> <tbody> <tr> <td>Type of Allowance</td> <td>Applicable Consumer Price index figure</td> </tr> <tr> <td>Meal allowances</td> <td>Take away and fast foods sub-group</td> </tr> <tr> <td>Vehicle/ travel allowance</td> <td>Private motoring sub-group</td> </tr> <tr> <td>First Aid allowance</td> <td>National CPI</td> </tr> </tbody> </table>	Type of Allowance	Applicable Consumer Price index figure	Meal allowances	Take away and fast foods sub-group	Vehicle/ travel allowance	Private motoring sub-group	First Aid allowance	National CPI	Alignment with Award	The Agreement should set out everything a person needs to know to apply it. It should reference another document when it could just say what you should be paid.
Type of Allowance	Applicable Consumer Price index figure										
Meal allowances	Take away and fast foods sub-group										
Vehicle/ travel allowance	Private motoring sub-group										
First Aid allowance	National CPI										
13.12 Heat Allowance											
13.12.1	The Employer will comply with the heat allowances provisions in clause 20.7 of the <u>Modern Award</u>.	Accepting and including undertaking #11	This is an additional allowance for working in hot conditions.								

Clause	EBA 2021	NEAMI Management's Reason for Change	ASU Analysis								
14. Evening, night, weekend and public holiday loadings											
14.2 Loadings											
14.2.4	<p>Saturday and Sunday loadings</p> <table border="1"> <thead> <tr> <th>Rostered hours</th> <th>Weekend penalties (penalties only apply if the Employee works on a Saturday or Sunday)</th> </tr> </thead> <tbody> <tr> <td>Employee works on no Saturdays per 14 day pay period</td> <td>Sunday <u>loading</u>: 100%</td> </tr> <tr> <td>Employee works on one Saturday per 14 day pay period</td> <td>Saturday <u>loading</u>: 75% Sunday <u>loading</u>: 75% for first Sunday 1200% for second Sunday</td> </tr> <tr> <td>Employee works on two Saturdays per 14 day period</td> <td>Saturday <u>loading</u>: 75% Sunday <u>loading</u>: 75%</td> </tr> </tbody> </table>	Rostered hours	Weekend penalties (penalties only apply if the Employee works on a Saturday or Sunday)	Employee works on no Saturdays per 14 day pay period	Sunday <u>loading</u> : 100%	Employee works on one Saturday per 14 day pay period	Saturday <u>loading</u> : 75% Sunday <u>loading</u> : 75% for first Sunday 1200% for second Sunday	Employee works on two Saturdays per 14 day period	Saturday <u>loading</u> : 75% Sunday <u>loading</u> : 75%	Accepting and including Undertaking #4	<p>NEAMI's shift penalties are quite different to the Award. The Award pays:</p> <p>150% on Saturdays (175% if you're a casual)</p> <p>200% on all Sundays (225% if you're a casual).</p> <p>We need to see the pay offer to make sure the Agreement passes the BOOT.</p>
Rostered hours	Weekend penalties (penalties only apply if the Employee works on a Saturday or Sunday)										
Employee works on no Saturdays per 14 day pay period	Sunday <u>loading</u> : 100%										
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15. Superannuation											
15.1	<p>The Employer will contribute to a Superannuation Fund the applicable percentage amount of the Employee's annual salary in accordance with the Superannuation Guarantee Legislation (Administration) Act 1992 (Cth). The subject of superannuation is dealt with extensively by legislation including the Superannuation Guarantee (Administration) Act 1992, the Superannuation Guarantee Charge Act 1992, the Superannuation Industry (Supervision) Act 1993 and the Superannuation (Resolution of Complaints) Act 1993. This legislation, as varied from time to time, governs the superannuation rights and obligations of the Employer under this Agreement, including the obligations in relation to making superannuation contributions to a superannuation fund for the benefit of an employee. Should an employee not nominate a fund, the Employer contributions will be paid into the Employer's default fund which offers a Mysuper Product.</p>	Administrative- See clause 4 definitions	<p>Rules about Superannuation have changed recently, so the Agreement needs to be amended.</p> <p>We'll be making a counter proposal with some additional rules to make sure staff are fully informed about their rights when joining NEAMI.</p>								
15.2	<p>Choice of Fund- a) Aan new Employee will choose a complying fund to which the Employer will make superannuation contributions on their behalf in accordance with</p>	<u>In line with new legislation</u>									

Clause	EBA 2021	NEAMI Management's Reason for Change	ASU Analysis
	<p><u>subclause 15.1.</u></p> <p><u>b) An Employee may change the fund to which their contributions are made.</u></p> <p><u>c) If a new Employee does not exercise nominate an eligible choice of fund, the Employer will make contributions follow the required steps in accordance with the Australian Federal Government Your Future Your Super (Stapling legislation):-</u></p> <ul style="list-style-type: none"> <u>i. to the Employee's existing superannuation fund that is a "stapled fund" as defined in the Superannuation Guarantee Legislation; or</u> <u>ii. where the Employee does not have a stapled fund that will accept contributions, to the Employer's eligible choice fund, or where applicable, in accordance with the Modern Award.</u> <p><u>Superannuation Guarantee Charge (SGC) contributions will be made on an employee's full ordinary time earnings. Although the Superannuation Guarantee (Administration) Act 1992 excludes fringe benefits and other non-cash benefits from a staff member's ordinary time earnings, Neami is committed to ensuring staff who choose to salary sacrifice are not disadvantaged, provided that this does not result in the incurring of additional costs for Neami. The SGC will not be reduced by reportable fringe benefits, meal entertainment fringe benefits, exempt fringe benefits, entertainment facility leasing expense fringe benefits and salary sacrificed superannuation.</u></p>		

Clause	EBA 2021	NEAMI Management's Reason for Change	
PART 4- HOURS OF WORK & BREAKS			
16. Hours of Work			
16.1	<p>Span of Ordinary Hours The span of hours that an <u>E</u>mployee may be asked to perform their ordinary hours of work (excluding evening and night work) are <u>6</u>8.00am – 8.00pm Monday through to Sunday.</p> <p><u>Employees may be rostered for evening, night, Saturday, Sunday and Public Holiday work in accordance with clause 14.</u></p>	Alignment with SCHADs clause 25.2 Span of Hours.	This would mean you could start work at 6.00am without any additional pay.
16.2 Ordinary Hours of Work			
16.2.1	<p>The days of the week on which the ordinary hours of work are to be performed, including daily start and finish times, will be agreed between the Employer and <u>E</u>mployee at the commencement of employment <u>and can be varied by mutual agreement between the Employer and <u>E</u>mployee after due consideration of the operational needs of the organisation.-</u></p>	Administrative	<p>This requires <u>you</u> to consider NEAMI's operational needs if they ask you to change your hours of work. There's no equivalent requirement on the company.</p> <p>Strictly legally speaking, if you didn't consider their needs you'd be in breach of the Agreement.</p>
16.2.2	<p><u>The ordinary hours of work for <u>E</u>mployees will be an average of 76 hours in each pay period not exceeding 14 days. Where an <u>E</u>mployee is entitled to an ADO under clause 16.3, the maximum amount of hours will be 80 per pay period.</u></p> <p>The ordinary hours of work for an Employee will not exceed 10 hours per day and shall be performed on no more than an average of 5 days per week per 4 week roster period.</p>	Administrative	This is badly worded and confusing. It interacts in a confusing way with part-time and casual work provisions. The same issues are already dealt with at Clause 32 – Contract of Employment.
16.3 Accrued days off			
16.3.1	<p><u>An Employee who agrees to perform 19 shifts of 8 hours each per 4 week cycle (152 hours in total) will be entitled to an accrued day off (ADO).</u></p> <p><u>The ordinary hours of work for employees will be an average of 76 hours in each pay period not exceeding 14 days. Where an employee is entitled to an ADO, the maximum amount of hours will be 80 per pay period.</u></p> <p><u>An accrued day off (ADO) for the purpose of this Agreement is a day that an employee has off duty when working in accordance with an average hours system.-</u></p>	Administrative/Clarity	This genuinely aligns your Agreement with the Award. We would propose to maintain the definition of 'ADO'.

Clause	EBA 2021	NEAMI Management's Reason for Change	
16.3.2	Part time employees do not accrue ADO's due to the fact their hours of work are less than full time. However, part time employees employed by Neami that currently receive ADO's as set out in their employment contract will have the option to relinquish or retain their ADO during the period of operation of the Agreement.	Not required based on Clause 16.3.1 above	This would delete the red-circling arrangement for part-timers with ADOs.
16.4 Change of rostered hours of work			
16.4.3	Neami The Employer will comply with the display of rosters, provisions of the clause 25.5 Modern Award.	Acceptance of undertaking #9 in Alignment with Award	We agree these Award terms should be applied, but we say these provisions should be written into the Agreement so that you only need to read one document to know your rights.
17. Meal breaks and rest periods			
17.1	Neami The Employer will comply with Clause 27.1 meal breaks and Clause 25.4 rest periods provisions of the Modern Award. Meal Breaks An employee will not be required to continuously work more than 5 hours without an unpaid meal break of at least 30 minutes.	Acceptance of undertaking #8 in Alignment with Award	We agree these Award terms should be applied, but we say these provisions should be written into the Agreement so that you only need to read one document to know your rights.
17.2	Rest Periods An employee is entitled to take reasonable paid breaks from work during the course of the working day or shift to rest and recuperate.	No longer required. See Clause 17.1 above complying with undertaking #8 and rest periods of Award	
18. Additional Hours/ Time off in lieu			
	Still reviewing this clause and reserve our right to come back on this.		We'll come back to you when they work this one out.
19. Requests for flexible working arrangements			
19.1	Neami The Employer is supportive of flexible work arrangements and will seek to accommodate any reasonable requests, irrespective of the reason for the request , that are compatible with, and do not adversely impact, operational requirements.	Administrative	This would limit the scope of requests for flexible working arrangements that may be made.

Clause	EBA 2021	NEAMI Management's Reason for Change	ASU Analysis
PART 6- EMPLOYMENT RELATIONSHIP AND RELATED ARRANGEMENTS			
312. Contract of employment			
312.2 Part-time Employee			
312.2.1	A part-time E employee regularly works <u>less than 38 hours per week or</u> an average of less than 38 hours per week.	Clarification	
312.4 Casual E employee			
312.4.1	<p>A casual Eemployee is <u>an Employee who is offered and accepts employment on the basis that the Employer makes no firm advance commitment to continuing and indefinite work according to an agreed pattern of work for the person.</u></p> <p>A casual Employee is employed by the hour and paid by the hour and shall be paid a 25% loading in addition to the base rate of pay, <u>in lieu of the paid leave entitlements accrued by full-and part time Employees.</u></p>	Updated this to reflect the new definition of casual employee in the FW Act – see section 15A	There is a new definition of casual employee in the FW Act, but its less beneficial than the current definition. We're considering our response and possible legislative changes before responding.
312.4.2	<p>Unless otherwise stated in this Agreement, the following clauses of this Agreement have no application to casual employment:</p> <p>TABLE in EBA document (to remove clause 29. LSL in list below)</p> <p>Clause 16 Hours of work Clause 20 Annual leave Clause 21 Personal / Carers leave Clause 23 Community service leave Clause 24 Gratis leave/Cultural leave Clause 25 Study leave Clause 27 Leave in special circumstances Clause 28 Leave without pay Clause 29 Long Service Leave Clause 30 Public holidays Clause 32.6 Termination of employment Clause 33 Redundancy Clause 34 Natural disasters Clause 35 Moving house</p>	Clarification of Casual Entitlement to Long Service Leave	Casuals may have an entitlement to unpaid LSL.
31.4.4	<p><u>Casual Employees are entitled to unpaid</u></p> <ul style="list-style-type: none"> • <u>carer's leave,</u> • <u>compassionate leave,</u> • <u>community service leave and</u> • <u>ceremonial leave in accordance with the Award and the NES</u> 	New Clause inclusion to clarify casual entitlement to unpaid leave types as per NES	

Clause	EBA 2021	NEAMI Management's Reason for Change	ASU Analysis
		/ Award	
312.5 Casual Conversion to full-time or part-time employment			
312.5.1	Neami The Employer will comply with the casual conversion provisions set out in the NES.	Acceptance of Undertaking #2 and Alignment with undertaking and NES	We're considering our response to this – we believe that there is scope for more beneficial arrangements that supplement the NES.
32.5.2	The Employer will give the employee notice in writing of the provisions of this clause within four weeks of the employee having attained such a period of six months of continuous employment. The employee retains their right of election under clause 32.5.1 if the Employer fails to comply with clause.	Deleted as covered in NES provision requirements in 31.5.1 above	
32.5.3	Any such casual employee who does not within four weeks of receiving written notice elect to convert their contract of employment to full-time or part-time employment is deemed to have elected against any such conversion.	Deleted as covered in NES provision requirements in 31.5.1 above	
32.5.4	Any casual employee who has a right to elect under clause 32.5.1, on receiving notice under clause 32.5.2 or after the expiry of the time for giving such notice, may give four weeks' notice in writing to the Employer that they seek to elect to convert their contract of employment to full-time or part-time employment, and within four weeks of receiving such notice the Employer must consent to or refuse the election but must not unreasonably so refuse.	Deleted as covered in NES provision requirements in 31.5.1 above	
32.5.5	Once a casual employee has elected to become and been converted to a full-time or part-time Employee, the Employee may only revert back to casual employment by written agreement with the Employer.	Deleted as covered in NES provision requirements in 31.5.1 above	
32.5.6	If a casual employee has elected to have their contract of employment converted to full-time or part-time employment in accordance with clause 32.5.4, the Employer and Employee must, subject to clause 32.5.4, discuss and agree on: (a) which form of employment the employee will convert to, being full-time or part-time; and (b) if it is agreed that the employee will become a part-time employee, the number of hours and the pattern of hours that will be worked.	Deleted as covered in NES provision requirements in 31.5.1 above	
32.5.7	An employee who has worked on a full-time basis throughout the period of casual employment has the right to elect to convert their contract of employment to full-time employment and an employee who has worked on a part-time basis during the period of casual employment has the right to elect to convert their contract of employment to part-time employment, on the basis of the same number of hours or averaged number of hours over the preceding 6 months and times of work as previously worked, unless other arrangements are agreed on between the Employer and Employee.	Deleted as covered in NES provision requirements in 31.5.1 above	
32.5.8	Following such agreement being reached, the Employee	Deleted as	

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	converts to full time or part time employment.	covered in NES provision requirements in 31.5.1 above											
32.5.9	Where, the Employer refuses an election to convert, the reasons for doing so must be fully stated to and discussed with the employee concerned and a genuine attempt made to reach agreement.	Deleted as covered in NES provision requirements in 31.5.1 above											
32.5.10	An employee must not be engaged and re-engaged to avoid any obligation under this Agreement.	Deleted as covered in NES provision requirements in 31.5.1 above											
32.5.11	Irregular casual employee is one who has been engaged to perform work on an occasional or non-systematic or irregular basis.	Deleted as covered in NES provision requirements in 31.5.1 above											
312.6 Termination of employment													
312.7 Notice of termination by an <u>E</u> mployee or the employer													
312.7.1	<p>The notice of termination required to be given by an <u>E</u>mployee is the same as that required of the Employer except that there is no requirement on the <u>E</u>mployee to give additional notice based on the age of the <u>E</u>mployee concerned.</p> <p>If an <u>E</u>mployee <u>over 18 years of age</u> fails to give the required notice the Employer may withhold <u>wages in line with clause 11.1 of the Award. up to 1 week's wages due to the Employee from wages due to the Employee under this Agreement, if reasonable in the circumstances.</u>any monies due to the employee on termination under this Agreement or the NES, an amount not exceeding the amount the employee would have been paid under this Agreement in respect of the period of notice required by this clause less any period of notice actually given by the employee.</p> <table border="1"> <thead> <tr> <th>Period of continuous service</th> <th>Period of notice</th> </tr> </thead> <tbody> <tr> <td>Less than 1 year</td> <td>1 week</td> </tr> <tr> <td>1 year but less than 3 years</td> <td>2 weeks</td> </tr> <tr> <td>3 years but less than 5 years</td> <td>3 weeks</td> </tr> <tr> <td>5 years and over</td> <td>4 weeks</td> </tr> </tbody> </table>	Period of continuous service	Period of notice	Less than 1 year	1 week	1 year but less than 3 years	2 weeks	3 years but less than 5 years	3 weeks	5 years and over	4 weeks	Alignment with the Award	This is bad drafting? Do they want the Award term or do they want to include something in the EA? It's not clear from these words.
Period of continuous service	Period of notice												
Less than 1 year	1 week												
1 year but less than 3 years	2 weeks												
3 years but less than 5 years	3 weeks												
5 years and over	4 weeks												
312.10	<p>Summary dismissal</p> <p>The Employer reserves its right to summarily dismiss an <u>E</u>mployee for serious misconduct, <u>as defined in the Act</u>. In such a circumstance an <u>E</u>mployee will only be paid up to the date of dismissal <u>and will not be entitled to notice of termination or payment in lieu</u>.</p>	Clarification and alignment with the FW Act	This would make the punishment for serious misconduct more severe.										

Clause	EBA 2021	NEAMI Management's Reason for Change	ASU Analysis
323. Redundancy			
323. 4	Transfer to lower paid duties Where an E mployee is transferred to lower paid duties by reason of redundancy, the same period of notice <u>of the transfer</u> must be given as the E mployee would have been entitled to if the employment had been terminated. and t The Employer may, at the Employer's option, make payment instead of an amount equal to the difference between the former base rate of pay and the <u>lower</u> base rate of pay for the number of weeks of notice still owing.	Clarification	
323. 6	Job search entitlement (a) An E mployee given notice of termination in circumstances of redundancy must be allowed up to one day's time off without loss of pay during each week of <u>the notice period</u> for the purpose of seeking other employment. (b) If the E mployee has been allowed paid <u>leave time off</u> for more than one day during the notice period for the purpose of seeking other employment, the E mployee must, at the request of the Employer, produce proof of attendance at an interview. <u>If the Employee does not provide such proof, or</u> they will not be entitled to payment for the time absent. For this purpose a statutory declaration is sufficient. (c) This entitlement applies instead of clause 32.7.2 above.	Administrative	These changes seem fairly meaningless, we want to know why its needed.
323. 7	Following any announcement in relation to redundancy, the Employer is committed to assisting Employees whose position has been identified as no longer being required by the Employer. This assistance <u>may include professional outplacement support</u> including providing training for how to write a resume and how to prepare for a job interview, and other reasonable non-financial support determined by the Employer depending on the needs of the individual employee. Employees also have access to the Employer's Employee Assistance Program.	Administrative	This is a significant change. The current clause requires management to offer training and other support. The changes mean they could choose not to offer outplacement support.
323. 8	The Employer will make reasonable efforts to identify redeployment options <u>within the Employer's organisation during the notice period</u> , including where reasonable training maybe required to redeploy the E mployee.	Alignment with section 389 of the FW Act	This is genuinely consistent with the Act.
323. 9	The Employer will make reasonable efforts to redeploy employees during the notice period.	Deletion and included in Clause 32.8 above	