



DECISION

Fair Work Act 2009
s.185—Enterprise agreement

Centre for Non-Violence Inc
(AG2024/152)

CENTRE FOR NON-VIOLENCE INC. ENTERPRISE BARGAINING AGREEMENT 2024-2026

Social, community, home care and disability services

DEPUTY PRESIDENT GOSTENCNIK

SYDNEY, 3 APRIL 2024

Application for approval of the Centre for Non-Violence Inc. Enterprise Bargaining Agreement 2024-2026

[1] Centre for Non-Violence Inc applies under s 185 of the *Fair work Act 2009* (Cth) (the Act) for the approval of a single enterprise agreement known as the *Centre for Non-Violence Inc. Enterprise Bargaining Agreement 2024-2026* (Agreement).

[2] The employer has provided written undertakings. A copy of the undertakings is attached in Annexure A. I am satisfied that the undertakings will not cause financial detriment to any employee covered by the Agreement and that the undertakings will not result in substantial changes to the Agreement. The undertakings are taken to be a term of the Agreement.

[3] Subject to the undertakings referred to above, I am satisfied that each of the requirements of ss 186, 187, 188 and 190 as are relevant to this application for approval have been met.

[4] The Australian Municipal, Administrative, Clerical and Services Union being a bargaining representative for the Agreement, has given notice under s 183 of the Act that it wants the Agreement to cover it. In accordance with s 201(2) I note that the Agreement covers the organisation.

[5] The Agreement is approved and, in accordance with s 54 of the Act, will operate from 10 April 2024. The nominal expiry date of the Agreement is 1 January 2026.



DEPUTY PRESIDENT

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Annexure A

IN THE FAIR WORK COMMISSION

FWC Matter No.:
AG2024/152

Applicant: Centre for Non-Violence Inc
(name of applicant)

Section 185 – Application for approval of a single enterprise agreement

Undertaking – Section 190

I, Karen Michelle Nickson, Head of People and Culture at Centre for Non-Violence Inc, have the authority given to me by the Centre for Non-Violence Inc to give the following undertakings with respect to the Centre for Non-Violence Inc. Enterprise Bargaining Agreement 2024-2026 ("the Agreement"):

1. In the event trainees are ever engaged or employed under this Agreement, the Employer commits that the trainees will receive all conditions as per the modern award and will be paid not less than 2.5% above the applicable modern award hourly pay rates.

This undertaking is provided on the basis of issues raised by the Fair Work Commission in the application before the Fair Work Commission.



Signature

15/02/2024

Date

Note - this agreement is to be read together with an undertaking given by the employer. The undertaking is taken to be a term of the agreement. A copy of it can be found at the end of the agreement.



2024 - 2026

ENTERPRISE BARGAINING AGREEMENT

CENTRE FOR NON-VIOLENCE INC.

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1. INTRODUCTION & MANDATORY CLAUSES

1.1 Title

This agreement shall be known as the Centre for Non-Violence Inc. Enterprise Bargaining Agreement 2024-2026, hereafter referred to as “the Agreement”.

1.2 Parties Bound

This Agreement shall be binding on:

- a) the Centre for Non-Violence Inc (“the Employer”) and
- b) all staff who are employed by the Employer; and
- c) The Australian Municipal, Administrative, Clerical and Services Union trading as the Australia Services Union (“ASU”).

1.3 Date and Period of Operation

This Agreement will come into operation on the day it is approved by the Fair Work Commission (“FWC”) and will have a nominal expiry date of 1 January 2026.

Three months prior to the expiration of the Agreement the parties will meet to commence negotiations for a new Agreement.

1.4 Relationship to Parent Award

This Agreement shall be read wholly in conjunction with Social, Community, Home Care and Disability Services Award 2010 (“SCHADS Award”), any applicable National Employment Standards (“the NES”) and wage rates applicable in the SCHADS Award at the time of signing the Agreement. Where this Agreement is silent on any provisions or working conditions, the SCHADS Award or NES shall apply.

If an incorporated SCHADS Award term is inconsistent with an express term of this Agreement, the express term in the Agreement prevails over the incorporated term to the extent of the inconsistency.

The Fair Work Act 2009 (Cth) (“FW Act”) sets out minimum standards that apply to the employment of national system employees in the NES. Where this Agreement has provisions which are contemplated by the NES, and the minimum entitlements in the NES as set out in the FW Act are more favourable to an employee in a particular respect than those provisions, then the NES will prevail in that respect and the provisions dealing with that matter in this Agreement will have no effect in respect of that employee. The provisions in the Agreement will otherwise prevail.

The Employer is committed during the life of this Agreement and its renegotiation to negotiate collectively with employees and their representatives. An employee commencing employment with the Employer after the date on which this Agreement comes into operation shall be employed in accordance with the terms of this Agreement. The terms and conditions of this Agreement shall be incorporated into the contract of employment of all employees bound by this Agreement.

1.5 Consultation and Introduction of Change

1.5.1 Employer's duty to notify

- 1.5.1.1 Where the Employer has made a definite decision to introduce major changes in production, program, organisation, structure or technology that are likely to have significant effects on employees ("Change"), the Employer will notify the employees who may be affected by the proposed changes, and any nominated employee representatives (advised to the Employer by employee(s)).
- 1.5.1.2 A major Change is likely to have a significant effect on employees if it results in:
 - a) termination of employment of employees;
 - b) major changes in the composition, operation or size of the Employer's workforce or in the skills required of employees;
 - c) the elimination or diminution of job opportunities, promotion opportunities or job tenure;
 - d) the need to retrain employees;
 - e) the need to relocate employees to another workplace; and/or
 - f) the restructuring of jobs.

1.5.2 Employer's duty to discuss Major Workplace Change

- 1.5.2.1 The Employer will discuss with the employees affected and the nominated employee representative:
 - a) the introduction of the Major Workplace Change;
 - b) the effects the Change is likely to have on employees; and
 - c) measures to avert or mitigate the adverse effects of such Change on employees.
- 1.5.2.2 Discussions will commence as early as practicable after a definite decision has been made by the Employer to make the Major Change.
- 1.5.2.3 For the purpose of such discussion, the Employer will provide in writing to the employees concerned and the nominated employee representative:
 - a) all relevant information about the Change including the nature of the Change proposed;
 - b) the expected effects of the Change on employees and any other matters likely to affect employees.
- 1.5.2.4 The Employer will not be required to disclose confidential information.

1.5.3 Employer's duty to discuss Major Change regarding Change to regular roster or ordinary hours of work

- 1.5.3.1 Where the Employer proposes to change an employee's regular roster or ordinary hours of work, the Employer must consult with the employee or employees affected and their representatives, if any, about the proposed change.
- 1.5.3.2 The Employer must:
 - a) provide to the employee or employees affected and their representatives, if any, information about the proposed change (for example, information about the nature of the change to the employee's regular roster or ordinary hours of work and when that change is proposed to commence);

- b) invite the employee or employees affected and their representatives, if any, to give their views about the impact of the proposed change (including any impact in relation to their family or caring responsibilities); and
 - c) give consideration to any views about the impact of the proposed change that are given by the employee or employees concerned and/or their representatives.
- 1.5.3.3 The requirement to consult under this clause 1.5.3 does not apply where an employee has irregular, sporadic or unpredictable working hours.

1.6 Dispute Settling Procedure

1.6.1 Any dispute or claim relating to matters contained in this Agreement and/or the NES will be settled in the following manner, without interruption to the Employer's operations:

- 1.6.1.1 In the first instance, the parties to the dispute must try to resolve the dispute at the workplace level, by discussions between the Employee or employees and relevant supervisors and/or management.
- 1.6.1.2 If discussions at the workplace level do not resolve the dispute, a party to the dispute may refer the matter to the Fair Work Commission ("FWC").
- 1.6.1.3 The FWC may deal with the dispute in 2 stages (as applicable):
 - a) The FWC will first attempt to resolve the dispute as it considers appropriate, including by mediation, conciliation, expressing an opinion or making a recommendation;
 - b) If the FWC is unable to resolve the dispute at the first stage, the FWC may then:
 - i. arbitrate the dispute; and
 - ii. make a determination that is binding on the parties.

In order to avoid doubt, the FWC can exercise arbitration powers and make a binding determination under clause 6.1.3, without mutual agreement from the parties, instead only requiring the matter to be referred to the FWC under 6.1.2.

- 1.6.2 While the parties are trying to resolve the dispute using the procedures in this clause:
 - a) an employee must continue to perform their work as they would normally unless they have a reasonable concern about an imminent risk to their health or safety; and
 - b) an employee must comply with a direction given by Employer 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 employee to perform; or
 - iv. there are other reasonable grounds for the employee to refuse to comply with the direction.
- 1.6.3 An employee who is a party to the dispute may appoint a representative for the purposes of the procedures in this term.

1.7 Employment Arrangements

1.7.1 Upon engagement an employer shall provide each new employee with a written statement which will specify:

- a) An outline of the duties of the position;
- b) The employee's regular hours of work;
- c) The employee's classification and rates of pay pursuant to the SCHADS Award within the parameters and definitions as outlined in the SCHADS Award. Employment arrangements and conditions in excess of the SCHADS Award are outlined in this Agreement.

1.7.2 Employees under this Agreement will be employed in one of the following categories:

- a) full-time employment;
- b) part-time employment; or
- c) casual employment.

2. WORKING CONDITIONS

2.1 Purchased Leave – 48/52 Model of Employment

- 2.1.1 Purchased Leave – Model of Employment is a separate model of employment whereby the employee receives their annual leave outlined elsewhere in this agreement, and up to an additional four (4) weeks of purchased leave (plus other leave entitlements). Staff may request one of the following purchased leave arrangements:

Proportion of annual salary applicable	Number of additional weeks of purchased leave	Total amount of leave (purchased and annual leave)
48/52	Additional 4 weeks leave	9 weeks in total
49/52	Additional 3 weeks leave	8 weeks in total
50/52	Additional 2 weeks leave	7 weeks in total
51/52	Additional 1 weeks leave	6 weeks in total

- 2.1.2 The employee will receive a salary (at classification and level for the position) equal to the period worked (e.g. 48, 49, 50, or 51 weeks), which will be spread over a 52 week period.
- 2.1.3 The accrual of personal leave (sick and carers) and long service leave by the employee shall remain unchanged.
- 2.1.4 Requests from staff to participate in the Purchased Leave - 48/52 Model of Employment must be submitted to the Employer by the 30th of April each year for operation in the following financial year (1 July to 30 June).
- 2.1.5 Approvals for the Purchased Leave - 48/52 Model of Employment will last for a period of 12 months. Subsequent requests from the employee must be as per clause 2.1.4.
- 2.1.6 Approvals for staff to participate in the Purchased Leave - 48/52 Model of Employment will only be made where the Employer can balance the requirements of the organisation with the needs of employees.
- 2.1.7 The Purchased Leave - 48/52 Model of Employment can only be introduced at an employee's initiative. Employees may apply to work the Purchased Leave - 48/52 Model of Employment as per clause 2.1.8.
- 2.1.8 An employee working under the Purchased Leave - 48/52 Model of Employment is entitled to revert to standard employment conditions.

2.2 Salary Packaging

- 2.2.1 Where agreed the Employer will provide employees covered by this Agreement with the option of Salary Packaging.
- 2.2.2 In respect to any salary packaging arrangements, the Employer shall ensure that the structure of any agreed package complies with taxation and other relevant laws.
- 2.2.3 An employee participating in the salary packaging scheme may cancel the arrangements by providing the Employer with one months' notice.
- 2.2.4 The employee shall compensate the Employer from his or her rate of pay any Fringe Benefits Tax occurred as a consequence of any salary packaging arrangement the Employee has entered into. Where the employee chooses not to pay any of the costs associated with their salary packaging, the Employer may cease the employee's salary packaging arrangements.
- 2.2.5 Where agreed between the Employer and a full-time or part-time employee, the Employer will introduce remuneration in respect of salary. The terms and conditions of the Salary Package shall not, when viewed overall, be less favourable than the entitlements otherwise available under the SCHADS Award, and shall be subject to the following provisions:
 - a) The Employer shall provide written confirmation to the employee of their classification level and current salary (including any negotiated salary allowable) as set out in the SCHADS Award and that all other award conditions other than salary shall continue to apply;
 - b) When making the offer of salary packaging to an employee, the Employer shall advise in writing that employee may choose to continue on the salary set out in the SCHADS Award (including any negotiated salary allowable or this Agreement) or may choose a salary packaging arrangement;
 - c) The terms and conditions of the agreement shall be in writing and signed by both the Employer and employee and shall detail the components of the total remuneration package for the purpose of this agreement;
 - d) A copy of the agreement shall be made available to the employee so that the employee is given adequate opportunity to obtain relevant advice prior to signing;
 - e) The employee shall be entitled to inspect details of payments and transactions made under the terms of this agreement;
 - f) The terms and configuration of the remuneration package shall remain in force for the period agreed between the employee and the Employer;
 - g) The Employer shall ensure that the calculation of entitlements in respect to occupational superannuation, annual leave loading and accident make-up pay shall be based on the employee's total salary package;
 - h) Where at the end of the agreed period the full amount allocated to a specific benefit has not been utilised, by agreement between the Employer and the employee, any unused amount may be carried forward to the next period or paid as salary which will be subject to the usual taxation requirements. This will be done within 3 months from the end of the agreed period; Any carried forward amounts must not create a fringe benefits tax liability in the carry forward period;
 - i) The Employer shall ensure that adequate insurance is arranged to ensure Workcover is provided for the value of the total salary package;
 - j) Where pressure or duress is placed on a party to enter into such a package it will be open to either party to seek relief in accordance with the SCHADS Award.

- k) If there are any changes to fringe benefits tax laws regarding removing the exemption of charities from paying fringe benefits tax, the Employer reserves the right to cease salary packaging.
- l) The Employer will appoint an external company of its choosing to administer the salary packaging and can change the appointed provider at any time.
- m) An administration fee of 1% of the gross wage shall be charged by the Employer to administer the salary packaging which will be passed onto the employee.

2.3 Wage Rates

- 2.3.1 The wage rates applicable to all classifications shall be as per the SCHADS Award minimum rate as specified plus 2.5% from the date on which employees vote and accept the Agreement.
- 2.3.2 The Employer has a commitment to apply annual increments to all staff according to the SCHADS Award scale of payments.
- 2.3.3 The value of wage rates at the commencement of the agreement can be seen Appendix 1 – Classifications and Wage Rates.
- 2.3.4 An employee formally appointed by the Employer as a Senior Integrated Practice Worker, will be eligible for an allowance equivalent to 2.0% of the base rate of pay under this agreement for the role that the employee is employed in. This allowance will form part of the employee's ordinary rate of pay and is payable for all hours worked. Senior Integrated Practice Workers include those workers located in direct client work teams within Family Violence Victim Support, Family Violence Perpetrator work and the Orange Door.
- 2.3.5 Consideration will be given to all internal appointment to Team Leader positions (unless assessed as being at a SCHADS 7 level) being recruited to at the SCHADS 6.2 level to ensure there is a clear wage discrepancy between the Senior Integrated Practice Workers and Team Managers who are required to take on high levels of responsibility.

2.4 Hours of Work

- 2.4.1 Normal hours of employment (an employee's standard weekly hours) shall be worked by negotiation between 7.00am to 6.00pm Monday to Friday. Any overtime hours worked during 7.00am to 6.00pm shall be paid or time-in-lieu accrued on an hour for hour basis.
- 2.4.2 Outside the hours of 7.00am and 6.00pm the employees will move to penalty rates and will accrue time in lieu at the rate of one and half hours for each hour worked.
- 2.4.3 All overtime worked must be approved by the employer. Overtime that has been accrued without appropriate employer approval may be forfeited.
- 2.4.4 Staff may accrue up to 38 hours pro-rata of overtime/time in lieu provided it has been approved by their line manager which must be taken within 3 months of it accruing.
- 2.4.5 All time in lieu requests must be recorded and managed through Employee Connect (the Employer Human Resources Software) or other applicable Human Resources Software should Employee Connect be discontinued.

3. LEAVE

3.1 Annual Leave & End of Year Close Down

- 3.1.1 Employees will be entitled to five (5) weeks paid Annual leave.
- 3.1.2 Employees will be provided annual leave loading in accordance with the SCHADS Award.
- 3.1.3 Unless the Employer advises otherwise, employees will be required to take annual leave between Christmas Day (25 December) and New Year's Day (1 January).
- 3.1.4 If an Employee (other than a casual) is expressly required to work (and works) on the non-public holiday days from 26 December to 31 December (inclusive) in the same year, the Employee will be paid time and a half.
- 3.1.5 Employees may, upon written request and with the agreement of the Employer, cash out a portion of their accrued annual leave. Employees can only cash out a maximum of two (2) weeks annual leave within any 12-month period. The Employer may reject an employee's request to cash out annual leave in circumstances where this will result in an employee having a balance of less than four (4) weeks annual leave.

3.2 Hierarchy of Leave Entitlements

- 3.2.1 Leave shall be taken in this order:
 - a) Purchased Leave (as outlined in clause 2.1)
 - b) Annual Leave.

3.3 Public Holidays

- 3.3.1 Employees shall be entitled, without loss of pay, to public holidays listed in this clause.
- 3.3.2 To avoid doubt, if an employee does not have ordinary hours of work on the public holiday, the employee is not entitled to payment under this clause 3.3.1. For example, the employee is not entitled to payment if the employee is a casual employee who is not rostered on for the public holiday or is a part-time employee whose part-time hours do not include the day of the week on which the public holiday occurs.
- 3.3.3 Employees are entitled to 11 public holidays a per financial year (non-accumulative).
- 3.3.4 Public Holidays are:
 - a) 1 January (New Year's Day);
 - b) 26 January (Australia Day);
 - c) Labour Day;
 - d) Good Friday;
 - e) Easter Sunday;
 - f) Easter Monday;
 - g) 25 April (Anzac Day);
 - h) Monarch's Official Birthday;
 - i) AFL Grand Final;
 - j) Bendigo Cup Day (or Melbourne Cup Day/local equivalent if the employee is rostered on to work Bendigo Cup Day);
 - k) 25 December (Christmas Day); and
 - l) 26 December (Boxing Day).

- 3.3.5 An employee may request to substitute another day for a day that would otherwise be a public holiday under the NES provided that the substitute day is a normal working day. Requests to substitute a public holiday must be submitted at least four (4) weeks prior to the public holiday and the substitute day must be taken within four (4) weeks of the public holiday date. The requested day will be substituted if the Employer agrees to the employee's request and the employee's request will be balanced against the operational requirements of the Employer.
- 3.3.6 In support of Aboriginal and Torres Strait Islander people, the Employer acknowledges that recognising the 26 January public holiday is offensive or culturally insensitive to many in the community. The Employer will approve all requests to substitute a day that would otherwise be 26 January (Australia Day) under the NES provided that the substitute day is within four (4) weeks of 26 January.

3.4 Cultural Days

Employees are entitled to two (2) paid cultural days per financial year (non-accumulative). The employee will inform the Employer, via EmployeeConnect (or other HR Software should EmployeeConnect be discontinued) at least four (4) weeks prior to the cultural leave date.

3.5 Ceremonial Leave

- 3.5.1 Aboriginal and Torres Strait Islander employees are entitled to three (3) days of paid ceremonial leave per financial year (non-accumulative). This leave may be used for cultural events, ceremonies, Sorry Business, or any other cultural and/or ceremonial matters.
- 3.5.2 The entitlement provided in clause 3.5.1 is not subject to the notification requirements in clause 3.4, nor tied to any specific day/s of the year. The employee must:
- a) notify the Employer as soon as practicable, of the intention to use this entitlement; and
 - b) on request, provide evidence of the reason for using the entitlement that would satisfy a reasonable person.
- 3.5.3 Leave provided under this clause may be used in conjunction with leave provided under clause 3.4, in which case notification requirements under clause 3.4 do not apply to any part of the combined leave.

3.6 Personal – (Sick and Carer's/Necessity Leave)

3.6.1 Entitlement & Accrual Personal Leave

- 3.6.1.1 Personal Leave includes paid:
- a) Sick leave, which may be taken due to personal injury or illness.
 - b) Carer's/Necessity leave, which may be taken:
 - i. to provide care or support to a member of the employee's immediate family/close friend or household members, including relationships arising from permanent care, custody or guardianship orders, kinship, and other recognised caring relationships involving the member; and
 - ii. to provide care or support in other instances of necessity such as a family crisis and/or an unexpected emergency impacting pets or property.

- 3.6.1.2 Subject to clause 3.6.2 below, employees are entitled to Personal Leave (pro-rata applies for part-time employees) of:
- a) 12 days of Sick Leave for the first year of completed service
 - b) 14 days of Sick Leave for the second, third and fourth years of completed service;
 - c) 21 days of Sick Leave in the fifth and subsequent years of completed service; and
 - d) 5 days paid of Carer's/Necessity leave per year.
- 3.6.1.3 Employees are able to access Personal Leave (Sick Leave) to continue to support caregiving needs if Personal Leave (Carer's/Necessity leave) is exhausted.
- 3.6.1.4 Personal Leave (Sick Leave) accrues progressively on a pro rata basis according to the Employee's ordinary hours of work. Unused Personal Leave (Sick Leave) accumulates from year to year but is not payable on termination.
- 3.6.1.5 Personal Leave will be payable upon a current employee's death up to a maximum of 13 weeks on a pro-rata basis. This payment will be made to the appropriate person upon the instructions of the executor of the employee's 'estate.
- 3.6.1.6 Unused Personal Leave (Carers/Necessity Leave) does not accumulate from year to year, nor does it accrue.
- 3.6.1.7 Casual employees are entitled to unpaid Personal Leave as per NES.

3.6.2 Notice and Evidence Requirements

- 3.6.2.1 If an employee is unable to attend work on account of Personal Leave the employee must provide notice and documentary evidence in accordance with clauses 3.6.2.2 and 3.6.2.3 (respectively) below.
- 3.6.2.2 The notice requirements are:
- a) providing the Employer with notice of taking of the leave as soon as practicable;
 - b) advising the Employer of the period, or the expected period, of the leave; and
 - c) For Personal Leave (Sick Leave), providing the Employer with acceptable forms of evidence to convince a reasonable person that the employee was genuinely entitled to Personal Leave (Sick Leave) (e.g., a medical certificate from a registered health practitioner or statutory declaration).
- 3.6.2.3 No evidence will be required for:
- a. Personal Leave (Carers/Necessity leave);
 - b. 10 single days of Personal Leave (Sick Leave) per year (pro rata for part time employee); or
 - c. Two (2) consecutive days of Personal Leave (Sick Leave) (maximum of 2 separate occasions per year), which do not fall on either side of a public holiday weekend.

3.7 Compassionate/Bereavement Leave

Employees are entitled to Compassionate/Bereavement leave in accordance with the NES, save that employees will be entitled to five (5) days Compassionate/Bereavement Leave per permissible occasion (instead of the two (2) days provided for in the NES).

3.8 Exceptional Circumstances Leave

Up to five (5) days paid leave per year is available to staff experiencing exceptional circumstances. This leave must be applied for and will be approved by the employer for exceptional circumstances where other leave entitlements (Personal Leave Annual Leave, Compassionate/Bereavement Leave,) could not be utilised. This leave is not accruable.

3.9 Union Training Leave

Union Delegates shall be entitled to three (3) days each per financial year to attend trade union training courses and conferences. Unused Union Training Leave is not paid out on termination of employment and does not accumulate from year to year.

The employer shall recognise all appointed/elected workplace Union Delegates upon notification by the Union party to this Agreement.

Union delegates shall also be provided access to all new employees during the induction period.

3.10 Family Violence Leave

3.10.1 General Principle

- a) This Organisation recognises that employees sometimes face situations of violence or abuse in their personal life that may affect their attendance or performance at work. Therefore, the Organisation is committed to providing support to staff that experience family violence.

3.10.2 Definition of Family Violence

- a) This Organisation accepts the definition of Family violence as stipulated in the Family Violence Protection Act 2008 (Vic). And the definition of family violence includes physical, sexual, financial, verbal or emotional abuse by a family member.

3.10.3 General Measures

- a) All personal information concerning family violence will be kept confidential in line with Organisation Policy and relevant legislation. No information will be kept on an employee's personnel file without their express written permission.
- b) Employer will not discriminate against an employee who has been subjected to domestic violence, in terms of their existing employment or career development.
- c) The Organisation will identify a contact in Human Resources who will be trained in family violence and privacy issues for example training in family violence risk assessment and risk management. The Organisation will advertise the name of the contact within the Organisation.
- d) An employee experiencing family violence may raise the issue with their immediate supervisor or the Human Resources contact. The supervisor may seek advice from Human Resources if the employee chooses not to see the Human Resources contact.
- e) Where requested by an employee, the Human Resources contact will liaise with the employee's supervisor on the employee's behalf and will make a recommendation on the most appropriate form of support to provide in accordance with clauses 3.10.4 and 3.10.5.

- f) The Organisation will develop guidelines to supplement this clause and which details the appropriate action to be taken in the event that an employee reports family violence.

3.10.4 Leave

- a) An employee experiencing family violence will have access to up to 20 days per year (non-accumulative) of paid Family Violence Leave for medical appointments, legal proceedings and other activities related to family violence. This leave will be in addition to existing leave entitlements and may be taken as consecutive or single days or as a fraction of a day. Where possible, employees accessing family violence leave should provide as much advance notice as practicable to the employer.
- b) In circumstances where an employee requires additional leave in excess of the 20 days of paid special leave, an employee may request Exceptional Circumstances Leave in accordance with Clause 3.8.
- c) An employee who supports a person experiencing family violence may take carer's leave to accompany them to court, to hospital, or to mind children.
- d) An employee may elect to cash out up to five (5) of the 20 days of Family Violence Leave in order to meet associated financial obligations including, but not limited to, security and legal costs.

3.10.5 Individual Support

- a) In order to provide support to an employee experiencing family violence and to provide a safe work environment to all employees, the Organisation will consider any reasonable request from an employee experiencing family violence for:
 - i. changes to their span of hours or pattern or hours and/or shift patterns;
 - ii. job redesign or changes to duties;
 - iii. relocation to suitable employment within the Organisation;
 - iv. a change to their telephone number or email address to avoid harassing contact;
 - v. Any other appropriate measure including those available under existing provisions for family friendly and flexible work arrangements.
- b) An employee experiencing family violence can utilise the Employee Assistance Program (EAP) and/or other local resources. The EAP shall include professionals trained specifically in family violence. An employee that discloses to HR or their supervisor that they are experiencing family violence will be given a resource pack of information regarding support services.
- c) An employee will be able to access up to six (6) EAP sessions per financial year and additional support will be considered by the Employer upon written request by the employee.

3.11 Sick Leave Donation Registry

- 3.11.1 The Sick Leave Donation Registry enables employees to donate an amount of their accrued sick leave to a central registry. The sick leave can then be utilised to assist fellow employees who are experiencing hardship due to a catastrophic illness or injury being suffered by the employee or a member of their immediate family, that forces the employee to be away from work after exhausting all of their accrued benefit of paid sick leave.
- 3.11.2 The donation of sick leave to the registry is totally voluntary.
- 3.11.3 The intention of an allocation of sick leave from the registry is that it can be used by an employee either intermittently over a period of time or continuously up to 90 days and/or other flexible options negotiated at the discretion of the CEO. After 90 days continuous sick leave some other options that can be explored include, but not exclusively, temporary cessation of work, leave without pay, Centrelink payment support, or income protection insurance benefits. A “return to work” agreement would need to be negotiated with the People and Culture team prior to any cessation of work (either temporary or permanent).
- 3.11.4 For employees wanting to apply for sick leave allocation, the following eligibility requirements apply:
 - a) An employee must be a permanent employee (or undertaking contract/consultancy work for a minimum period of two (2) years);
 - b) The employee or a member of the employee’s family has a catastrophic illness or injury that requires the employee to be off work for a significant amount of time (continuously or intermittently or by negotiation with the CEO);
 - c) A Sick Leave Registry form must be completed and needs to include an explanation of the illness, expected duration and supporting letter from their consulting doctor; and
 - d) The employee has used all accrued sick leave.
- 3.11.5 For employees wanting to donate to the sick leave registry, the following guidelines apply:
 - a) Donation is voluntary;
 - b) The donating employee must have a minimum of 30 days accrued sick leave before they are able to donate to the sick leave registry;
 - c) All donations are to be submitted and managed through Employee Connect (the Employer Human Resources Software) or other applicable Human Resources Software should Employee Connect be discontinued.
 - d) A maximum of three (3) days per employee per calendar year may be donated.
 - e) Understand that the donated time is for use by an eligible employee as decided by the CEO.

3.12 Parental Leave and Support

- 3.12.1 For the purposes of this Agreement, parenting leave embraces provisions known elsewhere as maternity, paternity, and adoption leave.
- 3.12.2 In addition to the SCHADS Award conditions, employees shall be entitled to thirteen (13) weeks paid Parental Leave and Support, or twenty-six (26) weeks at half pay. This shall be paid at a rate calculated on the average number of hours worked in the six(6) months preceding the leave and shall not include overtime or any other allowances or leave entitlements.
- 3.12.3 Employees will also be entitled to up to 104 weeks unpaid parental leave.
- 3.12.4 Subject to 3.12 – 3.14, access to Parental Leave and Support is available to staff who have satisfactorily completed probation.

3.13 Superannuation during Parental Leave

- 3.13.1 The Employer will pay employer superannuation contributions on paid parental leave provided by the Employer and/or the Federal Government.

3.14 Breastfeeding and Appointments

- 3.14.1 Breast feeding employees may take up to two (2) paid breaks of no more than 60 minutes, per day to support breastfeeding or expressing milk.
- 3.14.2 Employees may attend pre-natal or parenting appointments during work time by utilising a portion of their Personal Leave (Sick Leave) or Personal Leave (Carer's'/Necessity Leave) balances.
- 3.14.3 Breastfeeding employees may request flexible working arrangements in accordance with clause 4.1.

3.15 Career Break Leave

- 3.15.1 All employees with more than 36 months service are eligible to apply for a Career Break Leave for up to 52 unpaid weeks and return to the same job or be offered a similar job on return. Such leave shall be by agreement between the employer and the employee and may only be granted where the employer can balance the requirements of the organisation with the needs of employees.

3.16 Long Service Leave

- 3.16.1 All employees shall be entitled to paid long service leave in accordance with the Victorian Long Service Leave Act 2018.
- 3.16.2 From 1 January 2007, employees will accrue long service leave at the rate of 1.3 weeks long service leave on completion of each year of service. Prior to 1 January 2007, long service leave shall be calculated at the rate of 0.86 weeks for every year of service.
- 3.16.3 Notwithstanding the previous Clause 3.15 an employee shall be entitled to the minimum following provisions:
 - a) In the case of an employee who has completed at least seven years' service, but less than ten years' service and whose employment is made redundant, resigns or has employment terminated for any cause, shall be paid such amount of long service leave that is proportional to the period of service.

- b) Employees are entitled to access long service leave, on a pro-rata basis after 7 years of continuous service.
 - c) Where an employee who has completed at least seven years' service dies while still in the employ of the employer, the employer shall, upon instructions of the executor of the Employee's will, pay of a sum equal to the pay of such employee for that amount calculated in proportion to the period of the employee's continuous service in respect of which leave has not been allowed or payment made immediately prior to the death of the employee.
 - d) After the employee has completed seven years' service, the employer shall maintain a fund that provides for its liability for employees long service leave.
- 3.16.4 In the event of the Employer ceasing operation, the equity in the Long Service Leave fund shall be paid to the employees according to each employee's entitlements. Such liability will be on the assumption that employees have rights of access, consistent with the provisions of the clause, to such funds from the start of their employment.
- 3.16.5 For the purposes of this clause service shall be deemed to be continuous notwithstanding:
- a) The taking of any annual leave or long service leave or other leave entitlements;
 - b) any interruption or ending of the employment by the Employer if such interruption or ending is made with the intention of avoiding obligations in respect of long service leave or annual leave;
 - c) any absence on account of injury arising out of or in the course of the employment of the employee for the period during which the payment is made under Accident Make Up Pay of the SCHADS Award;
 - d) any leave of absence of the employee where the absence is authorised in advance in writing by the Employer to be counted as service;
 - e) any absence from work by an employee for a period of not exceeding 12 months in respect of any parental leave.

3.17 Portability of Long Service Leave

- 3.17.1 The Employer commits to the Portable Long Service Leave Scheme in Victoria and will act in accordance with the Long Service Benefits Portability Act 2018 for the benefit of employees.

3.18 Childcare

- 3.18.1 Quality childcare will be provided, or reasonable childcare expenses shall be reimbursed for all work conducted at the direction of the Employer outside the employee's normal hours of employment.
- 3.18.2 Reimbursements where approved shall occur upon the production of receipts to the Employer. Where practicable, any childcare expenses should be agreed to between the employee and Employer prior to the employee undertaking work outside of their normal working hours.

3.19 Disaster Leave

3.19.1 In the event of a disaster being declared in an area where an employee resides, affected employees will be entitled to additional leave to manage their family and personal circumstances. The following provisions shall apply:

- 3.19.1.1 Three (3) days paid Disaster Leave, pro-rata, per event is payable. This leave is not accruable.
- 3.19.1.2 In the event of the Employer's offices or buildings being destroyed or inaccessible due to a disaster, requests for leave will be reviewed in accordance with this clause and organisational policy.

3.20 Community Services Leave

- 3.20.1 Employees are entitled to Community Services Leave in accordance with the NES as contained in the FW Act.
- 3.20.2 Notwithstanding clause 3.19, employees are entitled to three (3) days paid Community Services leave per year (non-accumulative) to engage in voluntary state emergency management activity within the Loddon Region of Victoria. This leave will only be provided to employees in circumstances where the employee is a member of a State Emergency Services body including the Country Fire Authority (CFA), State Emergency Service (SES) or the Royal Society for the Prevention of Cruelty to Animals (RSPCA).
- 3.20.3 Leave provisions in this clause are only available for an event that is defined as a disaster by the Commonwealth Government. If the event is not declared a disaster, staff may access other leave entitlements as per this Agreement.
- 3.20.4 In order to be provided with the entitlement above in clause 3.20.2, the employee must:
 - a) notify the Employer as soon as practicable, of the intention to use this entitlement; and
 - b) on request, provide evidence of the reason for using the entitlement that would satisfy a reasonable person.

3.21 Gender Affirmation Leave

- 3.21.1 The Employer will provide permanent employees a total of 20 days paid gender affirmation leave (pro rata) per annum and up to 48 weeks of unpaid leave for gender affirmation purposes, inclusive of but not limited to; medical, psychological, union consultation, hormonal, surgical, legal status and documentation amendment appointments.
- 3.21.2 The leave may be taken in a block or in singular days. This entitlement is in addition to all other types of leave available to employees.

3.22 Health Leave

- 3.22.1 Employees will be entitled to three (3) hours of paid Health Leave (non-accumulative) twice per financial year for the purpose of undertaking health screening in a public health screening program. If a health screening appointment reasonably exceeds three (3) hours, the employee will not need to work additional time to account for this time lost at work.
- 3.22.2 Employees will be provided with time off work to donate blood without the loss of pay. Employees will have up to a maximum of four (4) visits per calendar year (non-accumulative). Each visit will be up to a maximum of two hours in duration.

4. FLEXIBILITY, WELLBEING & WORKLOAD MANAGEMENT

4.1 Individual Flexibility Arrangements

- 4.1.1 The Employer and an employee covered by this Agreement may agree to make an individual flexibility arrangement to vary the effect of terms of the Agreement if the individual flexibility arrangement deals with 1 or more of the following matters:
- a) arrangements about when work is performed;
 - b) overtime rates;
 - c) penalty rates;
 - d) allowances;
 - e) leave loading; and
 - f) the arrangement meets the genuine needs of the Employer and employee in relation to 1 or more of the matters mentioned in 4.1.1; and
 - g) the arrangement is genuinely agreed to by the Employer and employee.
- 4.1.2 The Employer must ensure that the terms of the individual flexibility arrangement:
- a) are about permitted matters under section 172 of the FW Act; and
 - b) are not unlawful terms under section 194 of the FW Act; and
 - c) result in the employee being better off overall than the employee would be if no arrangement was made.
- 4.1.3 The Employer must ensure that the individual flexibility arrangement:
- a) is in writing; and
 - b) includes the name of the employer and employee; and
 - c) is signed by the employer; and
 - d) includes details of:
 - i. the terms of the enterprise agreement that will be varied by the arrangement; and
 - ii. how the arrangement will vary the effect of the terms; and
 - iii. how the employee will be better off overall in relation to the terms and conditions of his or her employment as a result of the arrangement; and
 - iv. 4.1.5 states the day on which the arrangement commences.
- 4.1.4 The Employer must give the employee a copy of the individual flexibility arrangement within 14 days after it is agreed to.
- 4.1.5 The Employer or employee may terminate the individual flexibility arrangement:
- a) by giving no more than 28 days written notice to the other party to the arrangement; or
 - b) if the Employer and employee agree in writing – at any time.
- 4.1.6 In addition to the minimum flexibility arrangements provided for by clause 4.1.4, the Employer will provide, through its organisational policies, expanded benefits for employees aimed at increasing the flexibility which employees must perform their roles.

4.2 Menstrual and Menopausal Symptoms

- 4.2.1 Where work requirements allow, employees are permitted to work from a suitable flexible location, other than their normal working location, for up to 2 days per calendar month to manage menstrual and menopausal symptoms.

4.3 Employee Vaccinations

- 4.3.1 The Employer will provide annual vaccinations for Influenza, COVID-19 and Whooping Cough free of charge for permanent and fixed term employees.

4.4 Wellness Leave

- 4.4.1 Employees are entitled to two (2) days paid Wellness Leave per calendar year to allow them to undertake activities to maintain and restore their wellness and wellbeing. This leave is non-accumulating and is not paid out on termination. Employees can only access one (1) day at a time when taking Wellness Leave and cannot use this leave in conjunction with any other leave entitlements. No evidence of explanation is required for leave under this clause.
- 4.4.2 Employees must provide the Employer reasonable notice prior to taking this leave and record the leave through EmployeeConnect (or other HR Software should EmployeeConnect be discontinued).

4.5 Employee Assistance Program

- 4.5.1 All Employees will be provided access to six (6), 1-hour sessions per year with an external Employee Assistance Program free of charge. This offering will also be extended to an employee's immediate family members or anyone living at the same premises as the employee.

4.6 Supervision and Debriefing

- 4.6.1 Employees may access up to three (3) external clinical supervision sessions per year upon mutual agreement between an employee and their supervisor. The purpose of these clinical supervision sessions is to provide the employee with access to specialised clinical skill development, mentoring and/or appropriately diverse supervision.

4.7 Employee Relations Liaison Forum

- 4.7.1 A recurring meeting to discuss employee relations and other relevant matters will be established within 3 months of this agreement's commencement. This shall be named the Employee Relations Liaison Forum, or another name mutually agreed by the members.
- 4.7.2 The purpose of the Employee Relations Liaison Forum will be to discuss employment matters impacting the broader employee group. The Employee Relations Liaison Forum will not address individual matters, unless in exceptional circumstances with the consent of the individual concerned and the agreement of all parties.
- 4.7.3 Any Employee Relations Liaison Forum member can raise a matter for discussion, preferably prior to the Employee Relations Liaison Forum meeting. Once raised, a matter will be discussed and genuinely considered by all Forum members at a meeting.
- 4.7.4 The Employee Relations Liaison Forum does not have decision-making powers on any matter other than the timing, frequency, attendance, location, agenda, and minutes of Employee Relations Liaison Forum meetings.
- 4.7.5 Meetings will be conducted in such a way as to attempt to resolve the matters at hand to the satisfaction of all parties. All parties have a role in attempting to find a mutually satisfactory outcome on matters raised in the Employee Relations Liaison Forum.
- 4.7.6 Meetings will be scheduled for at least one hour, quarterly, and will have equal representation of the ASU and the Employer. Other employees may elect to be members of the Employee Relations Liaison Forum, up to a number equal to the number of representatives of the Employer and the ASU. Where management and ASU numbers are not equal, Employee Relations Liaison Forum members may agree to hold a meeting regardless. Such agreement will not be unreasonably withheld.
- 4.7.7 Chairing, agenda collation and minutes of Employee Relations Liaison Forum meetings are the responsibility of the Employer.

4.8 Workload Management

- 4.8.1 The Employer is committed to working with its employees to ensure that employee workloads are managed to operational requirements and employee health and safety.
- 4.8.2 The Employer will implement a policy to ensure that workloads are reasonable, safe, and achievable; and to address workload concerns raised by employees. This policy will prioritise Occupational Health and Safety, including psychological safety, and will allow employees to initiate a workload review. Health and Safety Representatives, and the Employee Relations Liaison Forum, will be consulted on this policy prior to its implementation, in addition to any other consultation obligations held by the Employer under this agreement or otherwise.
- 4.8.3 Employees are encouraged to raise concerns about their workload with their direct manager, who is then required to follow the review process outlined in the policy referred to in clause 4.8.2. Employees may choose to escalate their concerns to a higher manager after the review process has been completed. If the concerns remain unresolved, the employee may choose to invoke the dispute resolution process outlined in this agreement.
- 4.8.4 In recognition of the varied duties of the Senior Integrated Practice Worker, the Employer will provide genuine consideration to workload to ensure an employee can fulfill the Senior Integrated Practice Worker role without undertaking an unreasonable workload. This consideration may occur on a case-by-case basis or in relation to the Senior Integrated Practice Worker role within a specific work area. Where an employee believes that their workload is unreasonable or otherwise needs adjustment, clause 4.8.2 applies.

4.9 Reviewing classifications

- 4.9.1 Employees may seek a review of their classification if they believe their role, duties, or responsibilities are not consistent with their current classification.
- 4.9.2 Employees will need to submit this request in writing by completing the Employer's reclassification review request template.
- 4.9.3 The Employer will assess all requests using the CNV process and against duties outlined in the SCHADS Award.
- 4.9.4 Within six (6) months of commencement of this agreement the Employer will implement a policy and procedure for requesting and assessing a reclassification request.

4.10 Integrated Practice Worker (IPW) rotation

- 4.10.1 Rotation is a requirement of the Integrated Practice Workers ("IPW") role. Prior to rotation of sites or roles, Integrated Practice Workers will meet with the relevant manager to discuss any concerns that they have regarding this rotation.
- 4.10.2 The parties will make all reasonable efforts to address the concerns and will schedule an induction into the new site or role as required.
- 4.10.3 For the avoidance of doubt, the outcomes of this meeting may include additional training, shadowing of other workers, a transition period into the new role or other measures to address the specific concerns of the impacted employee.

5. TERMINATION, REDUNDANCY & MISCELLANEOUS

5.1 Termination

- 5.1.1 Where an employee is entitled to be provided with notice of termination, or payment in lieu of notice under the NES, they are entitled to the following notice:
- a) Less than 1 year – 1 week's pay
 - b) More than 1 year and less than 3 years – 2 weeks' pay
 - c) More than 3 years and less than 5 years - 3 weeks' pay
 - d) More than 5 years - 4 weeks' pay
- 5.1.2 If an employee is over 45 years old and has completed at least 2 years of continuous service with the Employer, they are entitled to 1 additional weeks' notice.
- 5.1.3 Payment in lieu of the above notice must be made if the appropriate notice period is not given. Provided that employment may be terminated by part of the period of notice specified and part payment in lieu thereof.
- 5.1.4 The period of notice in this clause does not apply:
- a) in the case of dismissal for serious misconduct;
 - b) to employees engaged for a specific period of time or for a specific task or tasks and whose employment is terminated at the end of this specific period or task;
 - c) to trainees whose employment under a traineeship agreement or an approved traineeship is for a specified period or is, for any other reason, limited to the duration of the Agreement; and/or
 - d) to casual employees.

5.2 Redundancy Provisions

- 5.2.1 Redundancy provisions are provided for in the SCHADS Award, however the following redundancy entitlements shall apply for years of service:
- a) Less than 1 year Nil
 - b) 1 year and less than 2 years - 4 weeks' pay
 - c) 2 years and less than 3 years - 6 weeks' pay
 - d) 3 years and less than 4 years - 7 weeks' pay
 - e) 4 years and less than 5 years - 8 weeks' pay
 - f) 5 years and less than 6 years - 10 weeks' pay
 - g) 6 years and less than 7 years - 11 weeks' pay
 - h) 7 years and less than 8 years - 13 weeks' pay
 - i) 8 years and less than 9 years - 14 weeks' pay
 - j) 9 years and over - 16 weeks' pay

5.3 Disciplinary Process Principles

- 5.3.1 Alleged underperformance and/or misconduct will be managed by the Employer in accordance with this agreement, as well as policy and procedures, and staff may choose to be represented by a nominated representative (including a union representative) at any stage throughout the process. In the applying the agreement, policies and procedures to disciplinary processes, the Employer commits to the following principles:
- a) Natural Justice;
 - b) Fairness;
 - c) Transparency;
 - d) Privacy; and
 - e) Respect.

5.4 Superannuation

- 5.4.1 The Employer agrees to make superannuation contributions on behalf of each eligible employee in accordance with the relevant superannuation legislation. The Employer will pay superannuation contributions to the employee's stapled fund unless that employee chooses for their contributions to go to a different fund or the Employer default fund.
- 5.4.2 The industry fund applicable to the sector is HESTA. Whilst HESTA maintains fossil investments, the Employer and employees have agreed to nominate a fossil free fund as the default superannuation fund.
- 5.4.3 A fossil-free fund is one that is publicly committed to not investing in companies producing fossil fuels, including companies that derive a significant portion of their revenue from supporting fossil fuel projects.
- 5.4.4 The Employer will advise the whole of its staff in writing of the intention to choose a particular fund as the default fund prior to confirming that choice; and will provide staff reasonable opportunity to assist the Employer to implement subclause (1) of this clause.
- 5.4.5 The first advice of a default fossil-free fund will occur no later than three (3) months after commencement of this agreement.
- 5.4.6 Upon notification that HESTA has become a fossil-free fund, HESTA will then become the Employer's default fund.

5.5 Policies

- 5.5.1 Within six (6) months of commencement of this Agreement, the Employer will review, update and/or commence consultation on the following policies:
- a) Higher Duties Policy;
 - b) Supervision Policy;
 - c) Workload Policy;
 - d) Classification Policy; and
 - e) Flexible Working Arrangement Policy to include Job Share information.

Signatures of the Parties

This Employee Bargaining Agreement is made under the FW Act, between:

Centre for Non-Violence Inc.

And

All Centre for Non-Violence Inc. Employees

Date: 13/2/2024

For the Employer

Signature



Position/Authority to sign:

Karen Michelle Nickson - Head of People and Culture

Employer Address:

96-98 Pall Mall, Bendigo, Victoria 3550

Date:

13/2/2024

Signature



Witness

ESTHER PATTERSON

Date:

13/2/24

For the employees (employee representative)

Signature

Position/Authority to sign:

Employee Address:
....

Date:/...../.....

Signature

Witness

Date:

For the Australian Services Union


Signature

Position/Authority to sign: Kristy Lee Tyrrell, Acting Assistant Branch Secretary

Employee Address: 116 Queensberry Street, Carlton South VIC 3053

Date: 29/01/2024


Signature

Witness Paula Doody

Date: 29/01/2024

APPENDIX 1 – CLASSIFICATIONS & WAGE RATES (at time of publishing)

Classification	SCHADS Award Rate (per hour)	Agreement 1 st January 2024
Level 1.1	\$24.49	\$25.10
Level 1.2	\$25.28	\$25.91
Level 1.3	\$26.18	\$26.83
Level 2.1	\$32.21	\$33.02
Level 2.2	\$33.22	\$34.05
Level 2.3	\$34.23	\$35.09
Level 2.4	\$35.14	\$36.02
Level 3.1	\$36.00	\$36.90
Level 3.2	\$37.03	\$37.96
Level 3.3	\$37.82	\$38.77
Level 3.4	\$38.60	\$39.57
Level 4.1	\$41.52	\$42.56
Level 4.2	\$42.60	\$43.67
Level 4.3	\$43.70	\$44.79
Level 4.4	\$44.68	\$45.80
Level 5.1	\$47.50	\$48.69
Level 5.2	\$48.52	\$49.73
Level 5.3	\$49.65	\$50.89
Level 6.1	\$51.90	\$53.20
Level 6.2	\$53.04	\$53.37
Level 6.3	\$54.19	\$55.54
Level 7.1	\$56.13	\$57.53
Level 7.2	\$57.30	\$58.73
Level 7.3	\$58.47	\$59.93
Level 8.1	\$60.90	\$62.42
Level 8.2	\$62.09	\$63.64
Level 8.3	\$63.29	\$64.87

IN THE FAIR WORK COMMISSION

FWC Matter No.:
AG2024/152

Applicant: Centre for Non-Violence Inc
(name of applicant)

Section 185 – Application for approval of a single enterprise agreement

Undertaking – Section 190

I, Karen Michelle Nickson, Head of People and Culture at Centre for Non-Violence Inc, have the authority given to me by the Centre for Non-Violence Inc to give the following undertakings with respect to the Centre for Non-Violence Inc. Enterprise Bargaining Agreement 2024-2026 ("the Agreement"):

1. In the event trainees are ever engaged or employed under this Agreement, the Employer commits that the trainees will receive all conditions as per the modern award and will be paid not less than 2.5% above the applicable modern award hourly pay rates.

This undertaking is provided on the basis of issues raised by the Fair Work Commission in the application before the Fair Work Commission.



Signature

15/02/2024

Date