



DECISION

Fair Work Act 2009
s.185—Enterprise agreement

No To Violence
(AG2019/3823)

NO TO VIOLENCE (NTV) INC ENTERPRISE AGREEMENT 2019

Social, community, home care and disability services

DEPUTY PRESIDENT SAUNDERS

NEWCASTLE, 24 DECEMBER 2019

Application for approval of the No To Violence (NTV) Inc Enterprise Agreement 2019.

[1] An application has been made for approval of an enterprise agreement known as the *No To Violence (NTV) Inc Enterprise Agreement 2019 (Agreement)*. The application was made pursuant to section 185 of the *Fair Work Act 2009 (Act)*. The Agreement is a single enterprise agreement.

[2] The Agreement lodged as part of the application for approval contained an error in clause 18(a)(i). On 8 November 2019, the Applicant filed an amended version of the Agreement pursuant to section 586 of the Act correcting the error in clause 18(a)(i). I am satisfied that the correction should be made and that it is appropriate to do so pursuant to section 586 of the Act.

[3] The Employer has provided written undertakings (*Undertakings*). A copy of the Undertakings is attached in Annexure A to this decision. I am satisfied that the effect of accepting the Undertakings is not likely to:

- (a) cause financial detriment to any employee covered by the Agreement; or
- (b) result in substantial changes to the Agreement.

[4] The views of each person who the Fair Work Commission knows is a bargaining representative for the Agreement have been sought in relation to the Undertakings.

[5] Pursuant to subsection 190(3) of the Act, I accept the Undertakings. The Undertakings are taken to be a term of the Agreement.

[6] Subject to the Undertakings, I am satisfied that each of the requirements of sections 186, 187, 188 and 190 as are relevant to this application for approval have been met.

[7] Pursuant to subsection 202(4) of the Act, the model flexibility term prescribed by the *Fair Work Regulations 2009* is taken to be a term of the Agreement.

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

[9] The Agreement is approved and, in accordance with section 54 of the Act, will operate from 31 December 2019. The nominal expiry date of the Agreement is 23 December 2023.



DEPUTY PRESIDENT

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Annexure A

IN THE FAIR WORK COMMISSION

FWC Matter No.:

AG2019/3823

Applicant:

No To Violence

Section 185 – Application for approval of a single enterprise agreement

Undertaking- Section 190

I, Jacqui Watt, Chief Executive Officer for No To Violence (NTV) give the following undertakings with respect to the No To Violence (NTV) Inc Enterprise Agreement 2019 (**Agreement**):

1. I have the authority given to me by NTV to provide this undertaking in relation to the application before the Fair Work Commission.
2. Notwithstanding clause 18(b) of the Agreement, a Day Worker will be entitled to either overtime or time off in lieu if they work in excess of 10 hours in a day or 38 hours in a week.
3. In relation to employees engaged as shiftworkers, these employees will be paid in accordance with clause 29 of the Social, Community, Home Care and Disability Services Industry Award 2010.
4. In relation to clause 18(d), time off in lieu of overtime for part-time employees on Monday – Friday, and Saturday, will accrue at the rate of time-and-a-half (1.5) for the first two hours, then double time (2.0) thereafter.
5. In relation to clause 18(d)(ii), time off in lieu will accrue at a rate of double time and a half (2.5) for each hour of overtime worked on a government gazetted public holiday.
6. In relation to clause 19(a), and subject to clause 18, part-time employees will be paid for authorised hours of work on Monday to Saturday at the rate of time and a half for the first two hours and double time thereafter.
7. Notwithstanding clause 26(c) of the Agreement, but subject to clause 26(c)(i), any work completed by an employee while on call will be paid at the applicable overtime rate.
8. In relation to overtime, an employee recalled to work overtime after leaving the employer's premises and who is required to work for more than four hours will be allowed 20 minutes for the partaking of a meal and a further 20 minutes after each subsequent four hours' overtime; all such time will be counted as time worked.
9. Schedule B (**attached**) will form part of the Agreement.
10. These undertakings are provided on the basis of issues raised by the Fair Work Commission in the application before the Fair Work Commission.



Signature

29 November 2019

Date

Schedule B – Rates of pay

Role Type	Classification	Current rate of pay*	Broad banded roles
Functional Manager or Functional Specialist	SCHADS Level 7	Pay point 3: \$47.35 Pay point 2: \$46.41 Pay point 1: \$45.45	
Team Leader / First-level line manager	SCHADS Level 6	Pay point 3: \$43.99 Pay point 2: \$43.06 Pay point 1: \$42.12	
Individual Practitioner	SCHADS Level 6	Pay point 3: \$43.99 Pay point 2: \$43.06 Pay point 1: \$42.12	Level 6 Pay point 6: \$43.99 Pay point 5: \$43.06 Pay point 4: \$42.12
Individual Specialist	SCHADS Level 5	Pay point 3: \$40.45 Pay point 2: 39.53 Pay point 1: \$38.70	Level 5 Pay point 3: \$40.45 Pay point 2: 39.53 Pay point 1: \$38.70 Broad banding applicable to specialist expert contributor roles
Telephone Counsellors	SCHADS Level 5	Pay point 3: \$40.45 Pay point 2: \$39.53 Pay point 1: \$38.70	
Individual Contributor – Administrative support services	SCHADS Level 2 - 4	Pay point 12: \$36.64 Pay point 11: \$35.84 Pay point 10: \$34.94 Pay point 9: \$34.05 Pay point 8: \$31.98 Pay point 7: \$31.28 Pay point 6: \$30.63 Pay point 5: \$29.77 Pay point 4: \$29.20 Pay point 3: \$28.44 Pay point 2: \$27.60 Pay point 1: \$26.76	

*To be increased as per clause 16(a)(i) of the Agreement.