

ACOSS Collective Agreement 2015

**A COLLECTIVE AGREEMENT BETWEEN
THE AUSTRALIAN COUNCIL OF SOCIAL
SERVICE INC.**

& THE AUSTRALIAN SERVICES UNION

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1. TITLE

This Agreement will be known as the ACOSS Certified Agreement 2015.

2. PARTIES TO THE AGREEMENT

- The parties to this Agreement are the Australian Council of Social Service Inc (ACOSS) and current and future employees of ACOSS (except the CEO).
- This Agreement is made pursuant to Chapter 2, Part 2-4 of the *Fair Work Act 2009* and regulates the terms and conditions of employment for all employees of ACOSS, except the Chief Executive Officer (CEO).
- The agreement is to be read in conjunction with the National Employment Standards.
- This Agreement is to be read in conjunction with the Social, Community, Home Care and Disability Services Industry Award 2010 (the Award) provided that where there is any inconsistency between the Award and this Agreement, this Agreement will prevail to the extent of any inconsistency.

3. PURPOSE OF THE AGREEMENT

The purpose of this Agreement is to:

- (a) clarify the rights and entitlements of employees and the employer, in relation to terms and conditions of employment;
- (b) ensure those terms and conditions are fair and consistent;
- (c) prevent industrial disputes and provide a framework for their resolution.

4. DURATION OF THE AGREEMENT

The Agreement will operate on and from 7 days after the date of approval by Fair Work Australia and remain in force until 30 June 2017.

5. AGREEMENT FLEXIBILITY

5.1 Notwithstanding any other provision of this Agreement, ACOSS and an individual employee may agree to vary the application of certain terms of this agreement to meet the genuine individual needs of ACOSS and the individual employee. The terms ACOSS and the individual employee may agree to vary the application of the following terms:

- (a) arrangements for when work is performed;
- (b) overtime rates;
- (c) penalty rates;
- (d) allowances; and
- (e) leave loading.

5.2 ACOSS and the individual employee must have genuinely made the agreement without coercion or duress.

5.3 The agreement between ACOSS and the individual employee must:

(a) be confined to a variation in the application of one or more of the terms listed in clause 5.1; and

(b) result in the employee being better off overall than the employee would have been if no individual flexibility agreement had been agreed to.

5.4 The agreement between ACOSS and the individual employee must also:

(a) be in writing, name the parties to the agreement and be signed by ACOSS and the individual employee and, if the employee is under 18 years of age, the employee's parent or guardian;

(b) state each term of this agreement that ACOSS and the individual employee have agreed to vary;

(c) detail how the application of each term has been varied by agreement between ACOSS and the individual employee;

(d) detail how the agreement results in the individual employee being better off overall in relation to the individual employee's terms and conditions of employment; and

(e) state the date the agreement commences to operate.

5.5 ACOSS must give the individual employee a copy of the agreement and keep the agreement as a time and wages record.

5.6 Except as provided in clause 5.4 (a) the agreement must not require the approval or consent of a person other than ACOSS and the individual employee.

5.7 ACOSS seeking to enter into an agreement must provide a written proposal to the employee. Where the employee's understanding of written English is limited ACOSS must take measures, including translation into an appropriate language, to ensure the employee understands the proposal.

5.8 The agreement may be terminated:

(a) by ACOSS or the individual employee giving four weeks' notice of termination, in writing, to the other party and the agreement ceasing to operate at the end of the notice period; or

(b) at any time, by written agreement between ACOSS and the individual employee.

5.9 The right to make an agreement pursuant to this clause is in addition to, and is not intended to otherwise affect, any provision for an agreement between ACOSS and an individual employee contained in any other term of this agreement.

6. TERMS OF EMPLOYMENT

A person, prior to commencing employment at ACOSS, will be provided with a current Position Description and informed in writing of the nature of his or her employment (i.e. level of pay, whether permanent, casual or fixed-term, and the ordinary hours of employment), the Fair Work Information Statement, and a copy of this Agreement and the National Employment Standards (NES).

6.1. Priority to permanent employment:

ACOSS aims to ensure that a majority of employees (not counting those employed in a classification with rates of pay at Level 5 or above) will be employed on a permanent basis.

Employees who are engaged to undertake work that is supported by one-off or fixed term funding may be engaged on a fixed term basis.

6.2 Fixed-term employees:

- a) Fixed term appointments will normally be limited to one year, but may be extended for up to a further year, for example where the appointment is a parental leave replacement and the parental leave is extended for a second year in accordance with this agreement.
- b) Where the position is required beyond the original period, for other than a fixed term reason such as parental leave replacement, the incumbent will be advised whether they will be offered conversion to ongoing employment, or whether the position will be advertised as ongoing. The employee will be advised of the decision at least four weeks before the expiry of the fixed term contract.
- c) Conversion to ongoing employment is at the discretion of ACOSS and may be subject to
 - i. Satisfactory performance in the position; and
 - ii. The employee having been appointed to the fixed term position following an externally advertised process.

6.3 Casual employees

Casual employees are employed on a daily basis. Casual employees will only be employed for temporary and short term purposes, and will not be employed as casuals for more than three months.

Casual employees are entitled to a 25% pay loading in lieu of the leave entitlements in this agreement. They will be employed for a minimum of four hours on each working day.

6.3.1 Casual Conversion

(a) Objective of this Clause

The objective of this clause is for the employer to take all reasonable steps to provide its employees with secure employment by maximising the number of permanent positions in the employer's workforce, in particular by ensuring that casual employees have an opportunity to elect to become full-time or part-time employees.

(b) Casual Conversion

- i. A casual employee who is engaged on a regular and systematic basis for a period of three months, will have the right to elect to seek to have his or her contract of employment converted to ongoing permanent full-time employment or part-time employment if the employment is to continue beyond the conversion process prescribed by this subclause.
- ii. ACOSS will give the employee notice in writing of the provisions of this sub-clause within four weeks of the employee having attained such period of three months. However, the employee retains his or her right of election under this subclause if the employer fails to comply with this notice requirement.
- iii. Any casual employee who has a right to elect under paragraph (b)(i), upon receiving notice under paragraph (b)(ii) or after the expiry of the time for giving such notice, may give four weeks' notice in writing to the employer that he or she seeks to elect to convert his or her contract of employment to permanent full-time or part-time employment, and within four weeks of receiving such notice from the employee, the employer will consent to or refuse the election, but will not unreasonably so refuse. Where an employer refuses an election to convert, the reasons for doing so shall be fully stated and

discussed with the employee concerned, and a genuine attempt shall be made to reach agreement. Any dispute about a refusal of an election to convert a contract of employment shall be dealt with as far as practicable and with expedition through the dispute settlement procedure outlined in this Enterprise Agreement.

- iv. Any casual employee who does not, within four weeks of receiving written notice from the employer, elect to convert his or her ongoing contract of employment to fulltime employment or part-time employment will be deemed to have elected against any such conversion.
- v. Once a casual employee has elected to become and been converted to a fulltime employee or a part-time employee, the employee may only revert to casual employment by written agreement with the employer.
- vi. If a casual employee has elected to have his or her contract of employment converted to full-time or part-time employment in accordance with paragraph (b)(iii), the employer and employee shall, in accordance with this paragraph, and subject to paragraph (b)(iii), discuss and agree upon:
 - 1. whether the employee will convert to full-time or part-time employment; and
 - 2. 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 consistent with this Enterprise Agreement;

provided that an employee who has worked on a full-time basis throughout the period of casual employment has the right to elect to convert his or her 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 his or her contract of employment to part-time employment, on the basis of the same number of hours and times of work as previously worked, unless other arrangements are agreed between the employer and the employee.

The employee will be provided with a written contract of employment confirming the agreed arrangements and advising the classification and increment level of the appointment.

- vii. Following an agreement being reached pursuant to paragraph (vi), the employee shall convert to full-time or part-time employment. If there is any dispute about the arrangements to apply to an employee converting from casual employment to full-time or part-time employment, it shall be dealt with as far as practicable and with expedition through the disputes settlement procedure.

6.4 Full-time employees

Full-time employees are ongoing or fixed term employees engaged to work 73.5 hours per fortnight or an average of 73.5 hours per fortnight.

6.5 Part-time employees:

Part-time employees are permanent or fixed-term employees engaged to work for less than full-time hours. They are entitled to all other benefits and conditions available to full-time permanent employees, on a pro-rata basis. They will be employed for a minimum of 16 hours per week. On their regular days of employment, they will be employed for at least four hours each day.

6.6 Position descriptions

Position descriptions may be reviewed from time to time. An employee's position description may be modified by ACOSS following consultation with the employee. Any changes to an employee's duties will be consistent with the roles and responsibilities for the employee's classification, as described in clause 7 of this agreement.

7. CLASSIFICATION STRUCTURE

7.1 LEVEL 1

7.1.1 Roles and responsibilities

- (a) Provides administrative and/or secretarial support within clearly established procedures.
- (b) Responds to enquiries from the public under supervision.
- (c) Provides advice and information on the organisation's products and services.
- (d) Assists with records management services or provides basic records management.
- (e) or similar work.

7.1.2. Skills, knowledge and experience

Some or all of the following are needed to perform work at this level:

- (a) Sound knowledge of work activities performed within the organisation.
- (b) Knowledge of procedures of the organisation.
- (c) Computing skills.
- (d) Sound skills in oral and written communication with other staff, clients and members of the public.

7.1.3 Organisational relationships

- (a) May be supervised by Level 3 or above.
- (b) Works under regular supervision.
- (c) Autonomy to arrange work in a manner the employee feels most comfortable with provided there is no change to defined work practices.

7.2 LEVEL 2

7.2.1 Roles and responsibilities

- (a) Provides administrative and/or secretarial support requiring high levels of judgment, initiative, confidentiality and sensitivity in performance of work.
- (b) Provides detailed advice and information on the organisations products and services.
- (c) Undertakes reception duties without direct supervision.

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- (d) Takes responsibility for basic records management.
 - (e) Organises and prepares for meetings.

7.2.2. Skills, knowledge and experience

Some or all of the following are needed to perform work at this level:

- (a) Sound knowledge of work activities performed within the organisation.
- (b) Sound knowledge of procedures of the organization.
- (c) Computing skills.
- (d) Sound skills in oral and written communication with other staff, clients and members of the public.
- (e) Ability to organize own work with minimum of direct supervision.

7.3.3 Organisational relationships

- (a) May be supervised by Level 3 or above.
- (b) Autonomy to arrange work in a manner the employee feels most comfortable with provided there is no change to defined work practices.

7.3 LEVEL 3

7.3.1 Roles and responsibilities

General

- (a) Provides specialist expertise or advice in their relevant discipline.
- (b) Contributes knowledge in establishing procedures in the relevant work related field.
- (c) Supervises functions within a work area, or undertakes activities of a more complex nature than Level 2.
- (d) Provides assistance to a more senior employee in planning, co-ordinating, implementing and administering activities and policies.
- (e) Undertakes responsibility for moderately complex projects including planning, co-ordination, implementation and administration.

Specific

One or more of:

- (f) Provides administrative support of a complex nature to senior employees.
- (g) Provides a reference and research information service and technical service using current technologies.
- (h) Develops, controls and administers a records management service for the receipt, custody, control, preservation and retrieval of records and related material.
- (i) Applies computer programming knowledge and skills in systems development, network maintenance and implementation.

7.3.2 Skills, knowledge, and experience

Some or all of the following are needed to perform work at this level:

- (a) Knowledge of statutory requirements relevant to work
- (b) Knowledge of the organisation's policies and activities.
- (c) Knowledge of the role of the organisation and its services and/or functions.
- (d) Sound discipline knowledge gained through previous experience, training or education.
- (e) Strong communication skills.
- (f) Strong organisational skills.
- (g) A high level of interpersonal skills in dealing with the public and other organizations.
- (h) Supervisory skills.

7.3.3 Organisational relationships

- (a) May be supervised by Level 4 or above.
- (b) May supervise staff at lower levels and co-ordinate work in a distinct work area.
- (c) Responsible for areas of work involving discretion and individual judgement.

7.4 LEVEL 4

7.4.1 Roles and responsibilities

General

- (a) Undertakes responsibility for the planning, direction and evaluation of operations within work area or project.
- (b) Provides expert advice on matters of complexity within the work area and/or specialised area.
- (c) Demonstrates understanding of long term goals of organisation.
- (d) Develops and manages networks of experts and/or interests.
- (e) Provides a consultancy service for a range of activities and/or to a wide range of clients.

Specific

One or more of:

- (f) Provides advice on policy matters and contributes to their development.
- (g) Undertakes significant projects involving complex social policy analysis and research.
- (h) Lobbies and negotiates with Government and other relevant bodies on public policy issues and coordinates related activities to further ACOSS policies and objectives.
- (i) Undertakes specific responsibility for media work and public promotion of the goals and policies of ACOSS.

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- (j) Undertakes specific responsibility for promotional and developmental activities designed to raise funds for ACOSS and improve and extend its organisational profile.
 - (k) Undertakes specific responsibility for the maintenance and development of the organisation's accounting systems.
 - (l) Undertakes specific responsibility for the organisation's information and communication technology systems.
 - (m) Undertakes specific responsibility for education and training activities within or outside ACOSS, and contributes to their development.

7.4.2 Skills, knowledge and experience

Some or all of the following are needed to perform work at this level:

- (a) Comprehensive knowledge of the policies and procedures of the organisation
- (b) Comprehensive knowledge of the relevant specialist discipline, gained through experience, education, or training, generally at tertiary level
- (c) Appreciation of the long term goals of the organisation
- (d) Detailed knowledge of program activities and work practices relevant to the work area
- (e) Knowledge of the structure and function of the organisation
- (f) Strong policy analysis and research skills, where relevant
- (g) Strong advocacy skills, where relevant
- (h) Strong communication skills
- (i) Strong organisational skills
- (j) A high level of interpersonal skills in dealing with the public and other organisations
- (k) Supervisory skills.

7.4.4 Organisational relationships

- (a) Is supervised by, and reports to, staff at level 6 or above.
- (b) Manages significant projects and/or functions.
- (c) Responsible for areas of work involving a high degree of discretion and judgement.
- (d) May supervise staff at lower levels.

7.5 LEVEL 5

7.5.1 Roles and responsibilities

- (a) Provides high level strategic policy or communications advice and develops innovative policy or communications proposals across defined areas.
- (b) Plays a significant role in setting outcomes in relation to the organisation's agreed objectives and devises strategies to achieve them.
- (c) Undertakes high level of responsibility for major and complex work initiatives.
- (d) Coordinates consultancy services in policy or communications.

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- (e) Lobbies and negotiates at a high level with Government and other relevant bodies and coordinates related activities to further ACROSS policies and objectives.
 - (f) Develops and manages networks of experts and/or interests.

Specific

- (g) As for Level 4 but at a higher level of complexity and responsibility.

7.5.2 Skills, knowledge and experience

Some or all of the following are needed to perform work at this level:

- (a) Comprehensive knowledge of policies and procedures
- (b) Application of a high level of discipline knowledge, generally at tertiary level and with advanced skills
- (c) Superior verbal and written communication skills, including the capacity to discuss and explain complex issues and ideas
- (d) Strong strategic planning skills
- (e) Strong policy analysis and research skills, where relevant
- (f) Strong media and professional communications skills, where relevant
- (g) A high level of interpersonal skills in dealing with the public and other organisations
- (h) Supervisory skills.

7.5.3 Organisational relationships

- (a) Is supervised by, and reports to, the Executive Director.
- (b) Manages significant projects and/or functions.
- (c) Sound judgment on complex issues
- (d) Supervises staff at lower levels, but not a whole unit where the work is complex and conceptual.

7.6 LEVEL 6

7.6.1 Roles and responsibilities

- (a) Provides direction, supervision and management of staff and operations for a work unit (eg policy, communications or administration).
- (b) Sets outcomes in relation to the organisation and negotiates matters on behalf of the organisation.
- (c) Formulates, implements, monitors and evaluates projects and work programs.
- (d) Administers complex policy, organisational and program matters.

Specific

One or more of:

- (e) Is responsible for high level strategic policy advice across all policy areas.

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- (f) Is responsible for high level strategic communications advice across the organisation.
 - (g) Provides authoritative specialist advice on policy or communication matters and contribute to the development and review of policies, both internal and external.
 - (h) Undertakes lobbying and advocacy work involving networking and policy development and liaison at a high level.

7.6.2 Skills, knowledge and experience

Some or all of the following are needed to perform work at this level:

- (a) Comprehensive knowledge of policies and procedures.
- (b) Application of a high level of discipline knowledge, generally at tertiary level and with advanced skills.
- (c) A high level of verbal and written communication skills, including the capacity to discuss and explain complex issues and ideas.
- (d) Strong managerial and strategic planning skills.
- (e) Ability to exercise sound judgement in relation to complex issues.
- (f) Strong policy analysis and research skills, where relevant
- (g) Strong advocacy skills, where relevant
- (h) A high level of interpersonal skills in dealing with the public and other organisations
- (i) Strong supervisory skills.

7.6.3 Organisational relationships

- (a) Reports to Executive Director.
- (b) Manages a section or unit of the organisation.
- (c) Supervises staff at lower levels.

8. RATES OF PAY AND PAYMENT OF WAGES

8.1 Rates of Pay

Each position within the organisation other than that of the Executive Director will be classified as falling within one of the levels described in Clause 7. Information on the classification level that applies to each position will be made available to all employees.

The classification of a position may be reviewed and amended from time to time by the employer in accordance with the consultation clause provided in this agreement.

The performance of each employee will be assessed annually on or around the anniversary of the commencement of his or her employment at a particular classification level (as described in Clause 7). The performance appraisal shall be based on transparent criteria, and a written record of the assessment will be provided to the employee.

Incremental progression will be in accordance with clause 8.4.

Where an employee's performance is assessed as unsatisfactory, the disciplinary procedure in Clause 28 shall apply. Where an employee is not satisfied with the assessment of their performance, this may be dealt with under the dispute settling procedures in Clause 41.

Where an employee takes leave without pay, the date of subsequent annual performance appraisals will be deferred by a period corresponding to the amount of leave taken.

Once the highest point in the relevant classification level is reached, an employee may apply for promotion to a higher level.

Where an employee has been paid at the highest salary step within his or her classification level for at least 12 months, ACOSS may at its discretion increase the salary of the employee.

The employer and an employee may agree, on commencement of his or her employment, that the employee will commence at a higher point than the first salary point within the relevant classification level, in recognition of the employee's relevant skills training or experience.

8.2 Salaries

8.2.1 Salary scale

Subject to Clause 8.2.2, the full-time salary for each classification level and step at date of registration of the agreement shall be as follows:

Level	Step	Before 1/7/15	1/7/15 (3.0%)	1/7/16 (3.0%)	1/7/17 (3.0%)
Level 1	1	43,875	45,191	46,547	47,943
	2	48,205	49,651	51,141	52,675
	3	52,535	54,111	55,735	57,407
Level 2	1	54,185	55,811	57,485	59,210
	2	57,470	59,194	60,970	62,799
	3	60,752	62,575	64,452	66,386
	4	64,037	65,958	67,937	69,975
Level 3	1	69,012	71,082	73,215	75,411
	2	71,498	73,643	75,853	78,128
	3	73,986	76,206	78,492	80,846
	4	76,476	78,771	81,134	83,568
Level 4	1	80,157	82,561	85,038	87,589
	2	82,642	85,121	87,675	90,305
	3	85,131	87,684	90,315	93,024
	4	87,617	90,245	92,953	95,741

Level 5	1	89,356	92,036	94,797	97,641
	2	91,855	94,611	97,449	100,373
	3	95,163	98,018	100,958	103,987
	4	97,648	100,578	103,595	106,703
Level 6	1	97,923	100,861	103,887	107,003
	2	101,767	104,820	107,965	111,204
	3*	106,766	109,969	113,268	116,666
	4*	111,762	115,115	118,569	122,126

The fulltime weekly rate of pay is calculated by dividing the annual salary by 52. The fulltime daily rate is calculated by dividing the weekly rate by 5. The hourly rate is calculated by dividing the fulltime daily rate by 7.35.

8.2.2 Salary increases

- a) The rates of pay set out in clause 8.2.1 include increases of:
 - i. 3% from the first full pay period on or after 1 July 2014;
 - ii. 3% from the first full pay period on or after 1 July 2015;
 - iii. 3% from the first full pay period on or after 1 July 2016; and
 - iv. 3% from the first full pay period on or after 1 July 2017.
- b) The rates of pay following each increase are set out in clause 8.2.1.
- c) Allowances. The following allowances will increase by 3% per annum in line with wage increases, and are set out in Schedule 1:
 - i. Meal allowances (clause 13)
 - ii. On call allowance (clause 17)
 - iii. Supervision allowance (clause 18)
 - iv. First Aid allowance (clause 39)

8.3 Payment of Wages

All wages will be paid fortnightly by cash or cheque or electronic funds transfer by agreement between the employer and employee.

Wages will be paid during working hours on a weekday agreed by the employer and a majority of employees. Payment will be made not more than five days following the end of each pay period. The pay day selected, once agreed, will not be changed without agreement between the employer and a majority of employees.

Upon termination of employment, wages due to an employee will be paid on the date of the termination or forwarded by post or by hand on the next working day.

An employer may deduct from pay any amounts as are authorised in writing by the employee, and deductions of income tax required by the Australian Taxation Office.

On pay days, the employer will give each employee a statement in writing of the gross salary and allowances to which he or she is entitled, the amount of deductions and the net amount to be paid.

8.4 Incremental Progression

Incremental progression levels 1 - 5

- a. At the end of each 12 months' continuous employment, an employee will be eligible for progression from one pay point to the next within a level if the employee has demonstrated competency and satisfactory performance over a minimum period of 12 months at each step within the level; and
 - i) the employee has acquired and satisfactorily used new or enhanced skills within the ambit of the classification, if required by the employer; or
 - ii) where an employer has adopted a staff development and performance appraisal scheme and has determined that the employee has demonstrated satisfactory performance for the prior 12 months' employment.
- b. The performance appraisal is to take place within 2 months of the employee's anniversary date. The performance appraisal will be conducted in accordance with ACOSS' Performance Appraisal policy to ensure consistency and transparency across the organisation.
- c. Where the performance appraisal takes place after the anniversary date but still within 2 months of that date, and provided that the employee demonstrates the necessary competency as defined in this clause, payment will be back dated to the employee's anniversary date.
- d. Where the performance appraisal does not take place within 2 months of the anniversary date, the employee will automatically progress to the next increment and payment will be back dated to the employee's anniversary date. This sub-clause will not apply where an employee has been on extended leave during the 12 month period before their anniversary date.

Incremental progression level 6

- a. For employees at level 6, progression to step 2 will be subject to the process prescribed for levels 1 – 5.
- b. Progression to steps 3 and 4 of level 6 will be subject to specific prior agreement which requires the employee to deliver outcomes at an executive level. This would normally be specified on appointment, or as part of an annual performance review process. Progression to step 3 will not normally be available unless executive level responsibilities are required and specifically identified as a feature of the role. Examples of the type of executive level responsibilities relevant to progression to steps 3 and 4 include, but are not limited to: where the employee is required to routinely act as deputy CEO with significant managerial responsibility; or where the employee is required to act with significant independence in relation to policy matters with strategic impact across the organisation and externally.

9. HIGHER DUTIES ALLOWANCE

Where the employer expects that an employee will be absent from the workplace for any five consecutive days or more in a 15 day period and wants another employee to substantially carry that employee's duties, the employer will formally request this in advance.

The employee will not be required to carry out these duties where this would lead to excessive overtime, or where it would be impractical to carry out the extra tasks in the time available. The skills required to perform the additional work will also be taken into account when the request is made.

An employee who is called upon by the employer to substantially perform the duties of another employee in a higher classification for any five consecutive days or more in a 15 day period will be paid for the days on which those duties are performed at least the rate for the higher classification.

An employee's wage will not be reduced where he or she is required to relieve another employee.

10. SUPERANNUATION

The employer will contribute on behalf of each eligible employee to the Health Employees Superannuation Trust Australia or an alternative superannuation fund nominated by the employee, such contributions as are required to comply with the Superannuation Guarantee (Administration) Act 1992.

The employer will provide each employee who is not a member of a superannuation fund with the relevant membership application form upon commencement of employment.

Each employee will complete the application form and the employer will forward the completed form to the fund, aiming to do so within the first 4 weeks of commencement of employment.

The employer will apply to the fund to become a participating employer in the fund and shall become a participating employer upon acceptance by the trustee of the fund.

An employee may make contributions to the fund in addition to those made by the employer by authorising the employer in writing to deduct such contributions from his or her wages and pay this amount regularly to the fund in accordance with its trust deed and rules. Such contributions will normally be made in whole dollars.

The employer will commence such payments within 14 days of receipt of the employee's authorisation.

An employee may vary his or her additional contributions by written authorisation to the employer and the employer will alter the additional contributions within 14 days of receiving the authorisation.

11. HOURS OF WORK AND OVERTIME

11.1 Purpose of hours of work clause

The purpose of this clause is:

- To ensure that each full-time employee works, on average, no more or less than 73.5 hours per fortnight;
- To limit the extent to which employees work "unsocial hours" (e.g. evenings, weekends and public holidays) and compensate them when they do so;

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- To ensure employees are regularly available for work during certain "core hours" so that the workplace functions efficiently;
 - To encourage, within these constraints, flexible working hours arrangements to the benefit of employees and the employer.

11.2 Meaning of terms used

"*Ordinary weekly spread of hours*" means the band of hours in each week, within which employees would *normally* be expected to work (e.g. Monday to Friday, 8am to 6pm).

"*Standard hours of work*" means the *average* number of hours an employee is expected to work each fortnight. The actual number may be more or less in any one fortnight.

"*Core hours*" for a full-time employee are the hours between 10am and 4pm, Monday to Friday. Core hours for a part-time employee are as determined by the employer. The core hours of any employee may be varied by agreement with the employer.

"*Overtime*" means hours worked *outside* the ordinary weekly spread of hours, or on a public holiday. Overtime can only be worked with the agreement of the employer.

"*Time off in lieu of overtime*" means paid time off in lieu of additional (or "Penalty") payments for overtime.

"*Flexitime*" means an arrangement whereby an employee may vary their start and finish times at their own initiative, within the relevant spread of hours.

"*Flexitime credit*" means time that has been worked in excess of the normal contracted hours for an employee during a pay period in accordance with a flexitime arrangement, which are accrued to be taken as equivalent time off on an hour for hour basis at a later time.

11.3 Ordinary weekly spread of hours

The ordinary weekly spread of hours are between:

- 8am and 6pm, Monday to Friday in the case of all employees except those employed in a classification with rates of pay at Level 6 or above.
- 8am and 7pm, Monday to Friday in the case of employees paid at the rates equivalent to Level 6 or above.

The ordinary spread of hours set by this agreement may be varied within the spread of hours set by the award (6am to 8pm) by mutual agreement between the employee and the employer.

- This will be for the purpose of improving flexibility of start and finishing times, meeting the needs of individual employees, and access to flex-time. This extension of ordinary hours will be at the request of the employee only.
- There will be no expectation by the employer that employees will work extended ordinary hours. Such agreement to extend ordinary hours may be terminated by either party on 4 weeks' notice.

11.4 Rest and meal breaks

Two paid tea breaks of fifteen minutes each will be taken in each 7 hour period of duty.

An unpaid lunch break of at least half an hour and not more than 2 hours will be taken within five hours of commencing work each day.

11.5 Overtime and time off in lieu of overtime

Time worked outside the ordinary weekly spread of hours is overtime, and may only be worked with the authorisation of the employer.

The employer may request an employee to work reasonable overtime hours. The employee retains discretion to refuse such a request on reasonable grounds as provided by the NES.

Employees may request to work reasonable overtime hours. Any such request must set out the work to be completed during overtime hours and explain why the work cannot be completed within ordinary or flexitime hours. The employer retains discretion to refuse such requests.

Overtime hours that have been authorised by the employer will be compensated in accordance with the provisions of this clause.

Employees are entitled to overtime pay or to take time off in lieu of overtime at the rates set out below.

In the case of all employees except those employed in a classification with rates of pay at Level 6 or above, the choice of payment or time off in lieu of overtime will be made by agreement between the employee and the employer.

In the case of employees employed in a classification with rates of pay at Level 6 or above, the employer will determine whether overtime will be paid or remunerated with time off in lieu.

a) Employees paid at Level 1

These employees are entitled to overtime pay at the rate of time-and-a-half for the first two hours and double time thereafter for overtime work performed Monday to Friday; and to payment at double time rates for overtime hours worked on Saturdays and Sundays. In calculating overtime entitlements, each day will be counted separately.

With the agreement of the employer, these employees may take time off in lieu of overtime at the same rates.

b) Employees paid at Levels 2-6

These employees are entitled to overtime pay at ordinary time rates or to take time off in lieu of overtime at the rate of time and a half, except where authorised overtime hours worked fall within the provisions set out in Clause 11.5 (c) below.

c) ACOSS Conference

All employees paid above Level 1 will take time off in lieu of overtime on an hour for hour basis for overtime hours worked during the ACOSS Conference.

d) Recording and managing time off in lieu of overtime

Employees will use timesheets to record authorised overtime hours worked and accrued time off in lieu of overtime.

Where more than one weeks' standard working hours are accumulated as time-off in lieu of overtime, the employee and employer will attempt to reach agreement to reduce this to 14 hours 42 minutes or less (or the appropriate proportion of this amount in the case of part-time employees) within the next 4 weeks.

Options to reduce excess time off in lieu of overtime include:

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- Taking time off within the next 4 weeks;
 - Deferral of up to one week's time off in each year, to be taken at an agreed time during the same year;
 - Payment at hour-for-hour rates (or the relevant penalty rate for employees paid at Level 1) for all or part of any overtime hours worked.
 - If the employee and employer cannot reach agreement about when excess time off in lieu of overtime will be taken, the employer may direct the employee to take time off (without loss of pay).

Where time off still exceeds one week's working hours after 4 weeks, any additional accumulated time off in lieu of overtime will be considered overtime hours and will be paid out at ordinary time rates (or the relevant penalty rate for employees paid at rates equivalent to Level 3 or below).

11.6 Flexitime

Standard hours of work must be worked within the ordinary weekly spread of hours, but may be arranged in a flexible manner.

Flexitime arrangements will be the standard arrangement in place for staff, and shall not be unreasonably refused, provided that

- There are some limited circumstances in the organisation where the operation of flexitime arrangements may be limited for an individual employee where this is reasonably required due to the nature of the position, as outlined in subclause (c) (i) below; and
- Where flexitime is not practicable for a new position due to the particular operational requirements of that position, standard hours may apply.

An employee may work fewer than their standard hours within any week by the use of flexitime credits, in accordance with the clause below.

The flexible completion of standard hours is designed to give employees some freedom in choosing individual work patterns and to provide accountability and transparency about working hours to management and other staff.

The existence of an individual agreement that varies an employee's standard hours, ordinary weekly spread of hours or core hours (as per clause 11.3 or 11.7) does not preclude staff from also accruing and using flexitime credits.

To optimise effective operations the CEO may require employees (including part-time employees where this is consistent with their ordinary hours) to attend the workplace at specific times during general business hours. These arrangements should take into account existing individual arrangements that vary standard hours of work and take due consideration of the need for employees to have flexibility to balance work and personal obligations. All arrangements are subject to operational requirements of ACOSS, the need for appropriate supervisory arrangements to be in place and Work Health and Safety principles.

- a) Flexitime. Timesheets will be used to record hours worked, and overtime hours will be identified separately.
- b) Flexitime credits can be used to enable absence during normal hours of operation. Prior approval and reasonable notice is required for absences during core hours or more than 2 hours in a working day.
- c) Start and finish times may be varied at the employee's initiative outside of the fulltime core hours of 10am to 4pm but within the ordinary weekly spread of hours.

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- I. In special circumstances core hours may be lengthened on an ongoing basis by the employer for an individual employee, provided that there is a demonstrated need for longer hours reasonably arising from the nature of the employee's position, and that the new core hours are for a continuous period within the ordinary spread of hours. These longer core hours do not preclude the use of flexitime by the employee.
- d) Where absences are less than those outlined above, employees will make reasonable efforts to notify management and other staff of the absence in a timely manner.
 - e) Periods of absence shall be taken at such times and in such periods as are agreed between the employee and ACOSS.
 - f) A maximum of 9 hours 30 minutes ordinary hours may be worked in a day.
 - g) Unless otherwise mutually agreed, the maximum amount of flexitime credits that may be accrued is 36.75 hours. It is the employee's responsibility to notify their manager once this cap has been reached.
 - h) During periods of high workload, the employer may allow accrual of flexitime credits in excess of 36.75 hours as long as the employee and employer reach agreement on when the excess flexitime credits will be taken as time off.
 - i) If agreement is not reached about when the employee will take off accrued flexitime credits in excess of 36.75 hours, the employee may direct the employee to take leave at a time of the employer's choosing or, in exceptional circumstances, may authorise that it be paid out at the ordinary time rate.
 - j) An employee may not have a flexitime debit of more than 10 hours.
 - k) Managers must ensure that they manage employees' hours of work so that excessive flexitime credits are not accrued without the opportunity for employees to access their flexitime leave. If a manager identifies that an employee is working excessive hours, they will review staffing and work arrangements in the relevant area to establish reasons why this might be occurring (e.g. excessive workloads, competing priorities, need for support in managing work tasks) and whether alternative arrangements should be put in place (e.g. accessing overtime, re-prioritising workloads).
 - l) Where the manager has identified that it appears that operational requirements are not being met due to the flexitime arrangements for an individual employee, (such as frequent unavailability for key meetings during ordinary hours), and where informal discussion with the employee has not resolved the issue, the manager will follow the process set out in this sub-clause which may result in the individual staff member being removed from the flexitime system.

The manager will:

- Meet with the employee to discuss the concerns and provide an opportunity for the employee to respond; and
- If the manager still has concerns after taking account of the employee's response, the manager will advise the employee in writing of the concerns and

set a time for a formal meeting to discuss the issues. The employee is entitled to have a representative present at the subsequent meeting if the employee chooses.

- At the formal meeting the manager will advise the employee of the steps to be taken to resolve the concerns over the coming weeks.

After a reasonable period of at least 4 weeks, or earlier if the problems appear to have worsened significantly, the manager should meet with the employee to review progress towards resolving the concerns. The meeting will also provide an opportunity for the employee to respond to any remaining concerns. If the manager determines that there has not been sufficient progress towards resolving the concerns, the manager may direct the employee, with at least 2 week's notice, to cease use of flexitime and instead work according to the hours of work and overtime provisions laid out in remaining sub-clauses at clause 11.

- m) It is expected that employees will use flexitime credits rather than paid leave to cover minor absences such as appointments, which would not normally be eligible for other forms of paid leave, and also to help manage peaks and troughs in workloads. This expectation does not place any limitation on access to other forms of paid leave that are provided by this Agreement.
- n) Travel: Employees who are working under a flexitime arrangement may claim business related travel time during the additional span of hours of 7am to 7pm.

11.7 Individual flexible working arrangements

Individual flexible working arrangements aim to ensure that employees are able to balance their work, personal lives and family commitments etc. while taking into account business needs.

This clause supplements the provisions of the NES regarding requests for flexible working arrangements where employees have particular caring responsibilities but is not limited to employees with those responsibilities.

The types of individual flexible working arrangements that may be available in accordance with ACROSS policies as varied from time to time, include but are not limited to:

- Varying ordinary hours of work on a permanent or temporary basis (e.g. converting from full-time to part-time work)
- Job Sharing
- Home Based Work Arrangements (subject to the provisions of clause 36)

While the employer will consider all reasonable employee requests to enter into a flexible working arrangement, such arrangements may not always be possible due to operational or other limitations. When assessing requests for individual flexible work arrangements, factors that may be relevant include:

- Accordance with occupational health and safety standards
- The effect on the workplace and ACROSS' business of approving the request, including the financial impact of doing so and the impact on efficiency and productivity
- The ability to organise work with other impacted employees
- The practicality or otherwise of the arrangements that may need to be put in place to accommodate the employees request
- The nature of the work being done and whether the work can be done on a part time, job share or other basis
- Other individual flexible working arrangements already in place

In general, arrangements will not come at additional cost to the organisation, except in situations where there are particular advantages for the organisation for a staff member to be situated in a different location.

In all cases, arrangements must not negatively impact on the organisation and must be workable in relation to operational requirements.

Approved individual flexible work arrangements will be subject to a trial period of three (3) months to ensure the employee's requirement for flexibility and ACOSS' business requirements are met. If the trial period is successful and individual flexible work arrangements are adopted, the employer will review the arrangement annually against the following criteria:

- All deliverables are being achieved in an efficient, timely and effective manner to the standard required.
- Operational requirements are being met.
- Relevant occupational health and safety standards are being met.
- Any impact on other staff members.
- The employee is complying with the terms of the agreement.
- The agreement is meeting the needs of the employee.

Variation and termination of individual flexible working arrangements

Such agreements can be varied or terminated by agreement between the employee and employer.

Where the criteria set out in this clause are consistently not being met, and after reasonable warning has been given, the employer or employee may terminate an individual flexible working agreement.

12. BREAKS AND PUBLIC HOLIDAYS

12.1 Employee not required to work without taking certain breaks, or on a public holiday

An employee will not be required to work:

- for more than five hours without a meal break of at least half an hour;
- after 10pm in the evening;
- within 10 hours of finishing work the day before;
- during a public holiday listed below, or any additional public holidays gazetted by the New South Wales Government:
 - New Years Day
 - Australia Day
 - Good Friday
 - Easter Monday
 - Anzac Day
 - Queens Birthday
 - Labour Day
 - Christmas Day

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- Boxing Day
 - and one additional day each year on a date agreed with the employer.

12.2 Overtime payable when employee agrees to work during the above times

Where an employee agrees to work during these times at the employer's request, he or she will be working overtime, and will be entitled to payment at double-time rates (or at ordinary time rates plus time off in lieu of overtime at ordinary time rates).

12.3 Christmas Shutdown

- a) There shall be a Christmas Shutdown and employees shall be given three month's notice confirming the dates for the shutdown.
- b) Employees will be entitled to three days of special paid leave between Christmas Day and New Years Day in addition to the public holidays set out in clause 33.
- c) An employee may be directed to use annual leave or accrued time off in lieu for any remaining days of the shutdown not covered by public holidays or special paid leave.
- d) The special paid leave for Christmas shutdown does not accrue. Employees will only be authorised to work during the shutdown where urgent issues arise. In that situation, the CEO will seek agreement with the employee on arrangements to take an equivalent amount of leave within one month. Where agreement cannot be reached on the time of taking such leave, the CEO may direct the employee to take the special paid leave.

13. OVERTIME MEAL AND TRAVEL EXPENSES

- (a) An employee will be supplied with an adequate meal where there are adequate cooking and dining facilities, or be paid a meal allowance, as set out in Schedule 1, for evening meals and for breakfast in addition to any overtime payment as follows:
 - (i) when required to work more than one hour after the usual finishing hour of work; and
 - (ii) provided that where such overtime work exceeds four hours a further meal allowance, as set out in Schedule 1, will be paid.
- (b) Clause 13(a) will not apply when an employee could reasonably return home for a meal within the meal break.
- (c) On request, meal allowance will be paid on the same day as overtime is worked.
- (d) The overtime meal allowance will be adjusted in line with any increases in the Meal allowance provided under the Award.

14. TRAVEL

- a) Where an employee is required by ACOSS to travel for work purposes and to stay away overnight, they are entitled to be paid an allowance that is set at 80% of the applicable ATO reasonable travel and meal allowance set out in Taxation Determination TD 2014/19 for 2014-15, and as varied by the ATO in subsequent financial years, without the production of receipts. This replaces the previous requirement for production of receipts.
- b) The allowance is only payable where meals are not provided (for example, the lunch allowance is not payable where conference lunches are provided).
- c) The travel-related meals that are expected to attract an allowance should normally be nominated and approved by the supervisor as part of the travel approval process.

15. MOTOR VEHICLE ALLOWANCE

Where the employer and an employee agree that the employee will use his or her own vehicle in the normal course of his or her employment, the employee shall be entitled to a Motor Vehicle Allowance at NSW State Public Service rates, as varied from time to time.

16. RECALL TO WORK

- a) This provision applies to occasions on which an employee is 'recalled' to work in the office or elsewhere. Recall to work should only be used to respond to unstructured, unforeseen and unplanned circumstances that occur outside the ordinary weekly spread of hours.
- b) Employees may reasonably refuse a request to return to work outside the ordinary weekly spread of hours.
- c) Employees 'recalled' to work will remunerated for such hours worked:
 - i. Employees will be paid for a minimum of 2 hours' work at the relevant rate for each instance so recalled, regardless of where the work is performed
 - ii. Employees will be paid at the rate of time-and-a-half for the first three hours worked and thereafter at double time rates for 'call back' hours worked between Monday and Saturday.
 - iii. Employees will be paid at double time rates for all such hours worked on Sundays.
 - iv. Employees will be paid at the rate of double-time-and-a-half for all such hours worked on public holidays.

17. MEDIA ALLOWANCE

- a) An employee who is required on a regular basis as an inherent part of their role to respond to calls outside ordinary hours of work shall be paid a weekly allowance of 2% of the weekly rate for the actual ACOSS pay level they are on for each 24 hour period or part thereof. Provided that the minimum allowance payable will be \$84.87 per week, adjusted in line with the pay increases provided by this Agreement as set out in Schedule 1.
- b) In the event that such an employee is on leave and another employee (the relieving employee) is required to field media calls in their absence,
 - i. the media allowance shall be paid to the relieving employee on a pro rata basis;
 - ii. agreement will be reached in advance regarding any overtime that is required to be worked by the relieving employee (whether overtime will be paid or taken as time in lieu).
 - iii. This clause does not apply to Level 6 staff and above.

18. SUPERVISION ALLOWANCE

Where a Level 5 employee supervises staff at Level 4 (or departmental secondees undertaking Level 4 work) he or she is entitled to a supervision allowance as provided in Schedule 1 (to be paid pro rata for part time employees), subject to increases as specified in this agreement.

19. ANNUAL LEAVE

19.1 Annual leave - general

Annual leave is provided in accordance with the NES. This agreement sets out additional provisions. A full-time employee (other than a casual employee) is entitled to 4 weeks annual leave on his or her ordinary-time rate of pay for each continuous 12 month period of service with the employer.

Part-time employees are entitled to annual leave on a pro-rata basis.

Annual leave will accrue progressively, and be taken, in accordance with the NES.

Annual leave does not include any public holidays or days taken off on sick leave. If any public holiday falls within an employee's period of annual leave (and is observed on a day which would have been an ordinary working day for the employee), it will not be counted as part of his or her annual leave.

An employer may direct an employee to take a period of paid annual leave if the employee has accumulated an annual leave credit greater than what an employee would ordinarily accrue over an 18 month period. In this situation, the employer may direct the employee to take up to one quarter of his or her accumulated annual leave credit.

Payment will not be made or accepted in lieu of annual leave, unless employment has been terminated.

An employee who has not used up all of his or her annual leave entitlements at the time of termination of employment, is entitled to payment in lieu of annual leave, on a pro rata basis.

In addition to his or her ordinary-time rate of pay, an employee taking annual leave is entitled to receive a loading of 17.5%. This loading will also apply to payments of annual leave entitlements upon termination of employment.

19.2 Additional unpaid averaged annual leave

Employees may apply for two or four weeks of additional unpaid leave per year and the employer shall consider such requests and may give approval subject to the impact such an arrangement would have on the organisation.

Where such leave is granted, employees may spread or average the 48 or 50 weeks' pay over a working year (52 weeks), so they receive the same fortnightly pay for the whole year.

No annual leave loading will be paid for unpaid additional leave.

Employees wishing to access this provision should give reasonable notice to allow the employer to give consideration to the application. Approval for such applications shall be for one year, and each year's application shall stand alone. Employees may be required to take any outstanding leave prior to or as part of such an application.

20. SICK LEAVE

An employee (other than a casual employee) is entitled to be absent without loss of pay on account of personal ill health or injury, for a period of up to and including fifteen working days in each twelve months of service. Proof of such illness or injury will be provided in a manner satisfactory to the employer for three or more consecutive days' absence from normal duties. A medical certificate signed by a qualified medical practitioner will be accepted as satisfactory evidence of illness.

An employee may use his or her sick leave entitlements for absences to provide care and support for a near relative (as defined in Clause 22: Personal and Family Leave) when they are ill or injured. This entitlement applies only in cases where the employee is responsible for, or shares responsibility for, the care of the person concerned. When an employee uses sick leave entitlements for this purpose, he or she will provide satisfactory evidence of the illness or injury, as described above.

If the full period of sick leave is not used in any one year, up to ten days of the fifteen days' entitlement will be carried forward into the following year.

Unused sick leave entitlements are not payable on termination of employment. The employer will not terminate the services of an employee during any period of sick leave to avoid the employer's obligations under this Clause.

Illness or injury sustained during annual leave is to be counted as sick leave and not deducted from annual leave entitlements, unless all accrued sick leave has been used.

21. MATERNITY AND PARENTAL LEAVE

The purpose of this clause is to:

- enable mothers of a newborn child to be absent from work without loss of pay for a limited period before and after the birth, through Paid Maternity Leave; and
- enable employees who are the parents of newborn, adopted or fostered children (or their partners) to care for them full-time for a fixed period without loss of employment (and for a shorter period without loss of pay), through Parental Leave.

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- The provisions of the NES apply, and this agreement provides additional benefits.

21.1 Paid maternity leave

An employee eligible for Paid Maternity Leave is entitled to 6 weeks' Paid Maternity Leave on her ordinary-time rate of pay. This will be taken at a time chosen by the employee but within the period 12 weeks before the expected date of the birth and 12 weeks after the actual date of the birth. An employee may request that paid parental leave under this agreement be taken over a longer time period at a pro rata reduced rate of pay, for example 12 weeks of leave paid at 50% of the ordinary rate.

An employee eligible for Paid Maternity Leave is also entitled to up to 18 months' Parental Leave (including an additional 6 weeks of Paid Parental Leave) pursuant to 21.2 below, which will be inclusive of any Paid Maternity Leave taken after the birth of the child.

Paid maternity leave will include superannuation paid at the same rate as applies to ordinary time earnings. In addition, ACROSS will pay superannuation at the same percentage rate on any payments made to the employee under the federal government's Paid Parental Leave scheme.

(1) Eligibility for Paid Maternity Leave

An employee (other than a casual employee) with at least 12 months' continuous service, who becomes pregnant and provides to the employer a certificate from a qualified medical practitioner stating the presumed date of the birth, is entitled to Paid Maternity Leave. Paid maternity leave is in addition to the paid and unpaid parental leave entitlements set out in clause 21.2.

The 12 months' continuous service is counted up to the date she proposes to commence Paid Maternity Leave.

(2) Commencement and completion of Paid Maternity leave:

An employee will, at least 10 weeks prior to the presumed date of the birth, give notice in writing to her employer stating the presumed date of the birth.

The employee will give at least 4 weeks' notice in writing to her employer of the date upon which she proposes to commence Paid Maternity Leave and the period of leave to be taken.

The employer, by not less than 14 days notice in writing to the employee, may require her to commence Paid Maternity Leave at any time within the six weeks immediately prior to her presumed date of the birth; except to the extent that a medical certificate provided to the employer states that she is fit to continue employment for all or part of that period.

The total period of Paid Maternity Leave includes 6 weeks' compulsory leave to be taken immediately following the birth. This would normally be part of the 12 weeks' paid maternity leave.

Paid Maternity Leave will be taken in one unbroken period (or more periods by agreement with the employer) of 6 weeks, finishing within 12 weeks from the date of birth of the child. The period of leave may be varied by agreement with the employer.

(3) Illness before commencement of maternity leave

Where in the opinion of a qualified medical practitioner, illness or risks arising out of the pregnancy or hazards connected with the work assigned to the employee make it inadvisable for the employee to continue at her present work; the employee will, if practicable, be transferred to a safe job at the rate of and on the conditions attached to her normal job until the commencement of maternity leave.

An employee not yet on maternity leave who suffers illness associated with her pregnancy (or who cannot practically be transferred to a safe job in the circumstances above) and is advised by a qualified medical practitioner to take leave of absence, may use accrued sick leave entitlements for this purpose. If there is no sick leave entitlement remaining, and she is advised to do so by a qualified medical practitioner, she may commence Paid Maternity leave early.

The employer may require the employee to take either sick leave or annual leave for such period.

Where the pregnancy of an employee terminates after 28 weeks other than by the birth of a living child, but before commencement of maternity leave; she is entitled to use up to 7 days of unused Paid Maternity Leave entitlements to assist with recovery. In addition, she may use accrued sick leave entitlements or a period of unpaid leave, as recommended by a qualified medical practitioner.

Provisions common to Paid Maternity Leave and Parental Leave

The provisions of 21.3 below apply to both Paid Maternity Leave and Parental Leave.

21.2 Paid and Unpaid Parental leave

An employee eligible for Parental Leave is entitled to 18 months' leave to care for a newborn, adopted or fostered child, which includes any period of Paid Maternity Leave taken by the employee (pursuant to 21.1 above), and an additional 6 weeks' Paid Parental Leave. The remainder of the 18 months' entitlement is unpaid. The entitlement to a total of 18 months of paid and unpaid leave may be extended by a further 6 months of paid leave at the request of the employee provided at least 4 weeks written notice is provided.

(1) Eligibility for Parental Leave

The following employees are eligible for Parental Leave if they are not casual employees and have served at least 12 months' continuous employment up to the date she or he proposes to commence Parental Leave:

- an expectant mother;
- the father of a newly born child or the partner of the mother of a newly born child;
- an employee (or the partner of an employee) who has been approved by the appropriate Government authority as an adoptive parent of a child under the age of five years who has not previously lived continuously with the employee concerned for a period of 6 months and who is not a child or step-child of the employee or of his or her partner.
- an employee (or the partner of an employee) who has been approved by the appropriate Government authority as a foster parent, for a period of 12 months or more, of a child under the age of 5 years who has not previously lived continuously with the employee concerned for a period of 6 months and who is not a child or step-child of the employee or of his or her partner.

(2) Application for Parental Leave

An expectant mother who wishes to apply for Parental Leave will apply for such leave at the same time as she applies for Paid Maternity Leave and will not be required to provide further supporting evidence.

An employee who is the father of a newly born child or the partner of the mother of a newly born child will, at least ten weeks prior to the presumed date of birth of the child, give notice in writing to his or her employer stating the presumed date of birth and will provide to the employer:

- a Statutory Declaration or affirmation (or where acceptable to the employer, a signed statement) stating that he expects to become the father of a child, or that his or her partner is pregnant; and
- a certificate from a qualified medical practitioner stating the presumed date of birth of the child.
- An employee who has been approved by the appropriate authority as an adoptive or foster parent will, upon receiving notice of approval for such purpose from the authority, notify the employer of the presumed date of placement of the child. The employee will give notice no later than fourteen days before placement and provide:

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- a statement from the adoption agency or other appropriate body giving the presumed date of placement of the child with the employee for adoption or fostering; or
 - a statement from the appropriate Government authority confirming that the employee is to have custody of the child pending application for an adoption order; and
 - in the case of the partner of an adoptive or foster parent, a statutory declaration or affirmation (or where acceptable to the employer, a signed statement) from the employee that he or she is the partner of an adopting parent.

In the case of relative adoption (adoption of a child by a parent, a partner of a parent or other relative being a grandparent, brother, sister, aunt or uncle, whether of the whole blood or half blood or by marriage), the employee will notify the employer within seven days of deciding to take a child into custody pending an application for an adoption order.

An employee who intends to apply for adoption leave and who commences employment with an employer after the date of the employee's approval for adoption purposes will, upon commencing employment, notify the employer indicating the period of adoption leave which the employee proposes to take. Such employee is only entitled to adoption leave if he or she has twelve month's continuous service with the employer prior to date on which the leave commences.

(3) Period of leave

Paid Parental Leave will be taken in one unbroken period of 6 weeks (or more periods by agreement with the employer) either:

- within 12 weeks after the birth or placement of the child; and/or
- not more than 12 weeks prior to the expected date of the birth in the case of an expectant mother or her partner or the father of the child.

In the case of the mother of a newborn child, Paid Parental Leave will normally be taken immediately following a period of Paid Maternity Leave.

The employer, by not less than 14 days notice in writing to the mother of a newborn child, may require her to take Paid Parental Leave during the six weeks immediately following the birth; except to the extent that a medical certificate provided to the employer states that she is fit to continue employment for all or part of that period.

The remainder of the Parental Leave entitlement (which is unpaid) will be taken in one or two unbroken periods (or more by agreement with the employer) within 2 years after the birth or placement of the child, provided that leave will expire on the child's fifth birthday in the case of an adopted child, or the child's sixteenth birthday in the case of a fostered child.

In the case of expectant parents, Parental Leave which has been authorised will be cancelled when the pregnancy of the mother terminates after 28 weeks other than by the birth of a living child. However, an employee who is the expectant mother's partner or the expectant father will on written application to the employer be entitled to use up to 7 days of unused Paid Parental Leave entitlements in order to provide support to the mother. The mother will have access to leave as set out in clause 21.1 (3).

Where the employer agrees, the employee may use accrued sick leave or commence Paid Parental Leave early, in order to provide support to the mother where she suffers an illness associated with the pregnancy.

Subject to the provisions below, Adoption Leave will begin after the date of approval for adoption purposes.

Leave may commence earlier than the notified date of placement where:

- the child becomes available for placement sooner than expected;
- an adoptive parent proposes to travel overseas for the purpose of taking custody of a child and gives the employer at least 14 days' notice of this.

Where the employee applies at least four weeks in advance to do so, and the employer agrees, she or he may commence an additional period of leave without pay on completion of her or his total period of Parental Leave.

(4) Special Adoption and Fostering Leave

An employee is entitled to unpaid Special Adoption and Fostering Leave where he or she (or his or her partner) is seeking to adopt or foster a child up to the age of 16 years and the employee wishes to attend any interviews, workshops, court attendances or medical examinations that are necessary for this purpose. The employee will give reasonable notice to the employer of the employee's desire to take Special Adoption and Fostering Leave. Special Adoption and Fostering Leave entitlements do not exceed two days in total, but up to five days unpaid leave may be taken by agreement between the employee and the employer.

21.3 Provisions common to Parental Leave and Paid Maternity leave

(1) Variation of the period of leave

By giving at least 14 days notice in writing, an employee may shorten or lengthen the period of leave to be taken; provided this is done once only within the total period of leave (except by agreement with the employer) and does not extend the total period of leave beyond the entitlements outlined in this clause.

(2) Parental and Paid Maternity Leave and Other Leave Entitlements

Provided the total period of leave does not exceed 78 weeks, an employee may take any accrued annual leave or long service leave to which she or he is entitled at the time that leave commences.

Paid sick leave and other paid leave entitlements (excluding annual leave or long service leave) are not available to an employee during absence on Paid Maternity leave or Parental Leave.

(3) Termination of Employment

An employee may terminate her or his employment at any time during the period of leave by giving notice in writing in accordance with this Agreement.

The employer will not terminate the employment of an employee on the grounds of her pregnancy or of her or his absence on Paid Maternity leave or Parental Leave, but otherwise the rights of an employer in relation to termination of employment are not affected.

(4) Return to work

An employee will confirm her or his intention of returning to her work by notice in writing to the employer, at least four weeks prior to the completion of leave.

Once this period of notice has expired, the employee is entitled to the position which she or he held immediately before commencing leave. An employee who was transferred to a safe job is entitled to the position which she or he held immediately before such transfer.

Where such a position no longer exists but there are other positions available for which the employee is qualified and which she or he is capable of performing, the employee is entitled to a position as nearly comparable in status and salary to that of the former position.

Where an employee applies to the employer at least four weeks prior to the completion of leave, and the employer agrees, she or he may return to work on the basis of shorter weekly working hours than those of the former position for a period of up to 104 weeks, up to two years after the birth of the child.

(5) Replacement Employees

A replacement employee is an employee specifically employed or transferred to fill a vacancy arising due to Paid Maternity leave or Parental Leave.

Before the employer employs a replacement employee or transfers an existing employee under this sub-clause, the employer will inform him or her of the temporary nature of the employment or transfer and of the rights of the employee who is being replaced.

This sub-clause does not imply that the employer is required to engage a replacement employee.

22. PERSONAL AND FAMILY LEAVE

22.1 Purpose of clause:

The purpose of this clause is to:

- enable employees with caring responsibilities to take a limited amount of time off during ordinary working hours without loss of pay to meet those responsibilities, where it would be unreasonable to expect them to make alternative arrangements;
- enable all employees to take a limited amount of time off without loss of pay for personal reasons such as bereavement or moving house.

The provisions of this clause do not affect additional entitlements to unpaid carer's leave provided by the NES.

22.2 Meaning of terms

"Personal and Family Leave" means leave for personal or family purposes.

"Family Purposes" include caring for a member of the immediate family or household, dealing with an emergency concerning a member of the immediate family or household, or attending to business concerning the care of a member of the immediate family or household, where:

- the employee has or shares primary responsibility for care (e.g. is the parent of a dependent child);
- these tasks cannot reasonably be done outside working hours; and
- alternative care arrangements are either inappropriate, unavailable or impractical.

Immediate family includes:

- A spouse (including a former spouse, a de facto spouse and a former de

facto spouse) of the employee. A de facto spouse, in relation to a person,

means a person who lives with the first mentioned person as the partner of

that person on a bona fide domestic basis although not legally married to

that person and includes same-sex partners; and

- child or an adult child (including an adopted child, a step child or an ex-nuptial

child), parent, grandparent, grandchild or sibling of the employee or of the spouse of the employee. "Personal Purposes" includes attending the death of a near relative, or moving house.

22.3 Eligibility for Personal and Family Leave

An employee is entitled to a total of up to and including 7 days Personal and Family Leave on full pay for each 12 months continuous service with the employer, and may access a further 3 days of sick leave for this purpose. Entitlements will not accumulate from year to year.

The entitlement for paid leave for family purposes is up to and including 5 days each year, and the entitlement for personal purposes is up to and including 7 days each year; as long as the total amount of Personal and Family Leave is not greater than 7 days in any year.

22.4 Application for Personal and Family Leave

Where practical, an employee wishing to take Personal and Family Leave will notify the employer before taking leave, stating the reasons for seeking leave.

The employee will as soon as practicable (before or after taking leave) apply in writing for leave, stating the reason in the application.

Where the reason is the illness of a person requiring care or the usual care-giver, and the employee is absent for more than three consecutive days, the employee will provide a medical certificate with his or her application.

Where the reason is business concerning the care of a near relative or the education of a dependent child, the employer may require documentation on the purpose of the application from the relevant authority (e.g. school).

22.5 Compassionate Leave

- a) Compassionate leave is provided by the NES. This agreement provides additional entitlements.
- b) Entitlement to compassionate leave
 - i. An employee is entitled to a period of a minimum of 3 days of paid compassionate leave for each occasion when a member of the employee's immediate family or a member of the employee's household:
 - ii. Contracts or develops a personal illness that poses a serious threat to his or her life; or
 - iii. Sustains a personal injury that poses a serious threat to his or her life; or
 - iv. Dies.
- c) The CEO at their discretion may approve a longer period, with or without pay, in special circumstances.

23. CARING RESPONSIBILITIES

An employee responsible for the care of another person may request changes in working hours or place of work to accommodate their caring responsibilities. The employer shall consider such requests in the light of the operational needs of the workplace and those of other employees, and shall be reasonable in considering such requests.

An employee responsible for the care of child will, in an emergency, be entitled to bring the child to work, where this does not conflict with the performance of his or her duties.

24. LONG SERVICE LEAVE

An employee is entitled to Long Service Leave on the following terms:

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- the entitlement is for three months Long Service Leave after and in respect of each 10 years' service;
 - leave will normally be taken at a time agreed with the employer within eighteen months of entitlement, and if it has not been taken after fifteen years' service the employer may require that it be taken on three months' notice;
 - an employee is entitled to pro-rata long service after five years' service, to be taken at a time agreed with the employer;
 - an employee is entitled to payment in lieu of any accrued Long Service Leave, on termination of employment by either the employer or employee, after five years' service.
 - To the extent that these provisions are more generous than the relevant state Long Service Leave Act, these provisions apply. Otherwise all Long Service Leave entitlements are pursuant to the relevant state Act.

25. STAFF TRAINING

ACOSS will consult regularly with all employees regarding staff training and development plans for the workplace.

Responsibilities

Employees: are primarily responsible for identifying areas for development and pursuing opportunities for training and development, in consultation with their supervisor.

Managers/Supervisors: are responsible for working with staff they supervise to identify areas for further development and training; discussing needs of their staff, providing feedback and coaching, and facilitating access to training and development opportunities within the approved budget. Managers/Supervisors are also responsible for ensuring a comprehensive induction into the organisation is provided to new staff members.

Management: are responsible for ensuring the effective implementation, coordination and monitoring of any training and development policy and budgetary implications.

Both ACOSS and its employees will identify learning and development activities that:

1. Have a clear connection with the work of ACOSS; and
2. Have a direct link to individuals' work responsibilities; and
3. Assist ongoing career development.

Right to request training

Where an employee requests support for training and professional development activities, ACOSS will take account of a range of factors including:

1. Priorities identified in the performance management process, in particular the annual formal appraisal;
2. The strategic priorities of the organisation, including an analysis of any skills gaps or emerging needs across the organisation;
3. Budget;
4. Equity of training opportunities for staff;
5. The career aspirations of the employee.

Entitlements

Training and professional development, with the prior approval of the employer, may include a variety of activities including attending conferences, training courses and seminars relevant to his or her work, during normal working hours without loss of pay.

Where a course of study is approved by the employer, an employee is entitled to up to four hours per week study leave without loss of pay to attend personal studies relevant to his or her work, in advance. Study leave may be accumulated within each year for the purpose of preparation for examinations in courses of study approved by the employer.

26. LEAVE WITHOUT PAY

On application by an employee, the employer may, at its discretion, grant to an employee leave without pay for any purpose.

27. CONTINUITY OF SERVICE

For the purpose of calculating entitlements under this Agreement, service is considered to be continuous regardless of:

- absence from work on paid leave, which is taken into account and counted as time worked;
- the end of a funding period for a project;
- unpaid absences, although unpaid absences will not be counted as time worked except in the case of unpaid absences of less than one week.

28. DISCIPLINARY PROCEDURE

Where the employer has substantial concerns about the work performance or conduct of an employee, the following procedure will be followed.

The following procedure does not preclude the supervisor from informally raising a concern with an employee; but such an informal meeting is not counted as the "first meeting".

a) First meeting

Firstly, the employee's supervisor will discuss the matter privately with the employee. Adequate warning will be given of this first meeting and an ASU member is entitled to have an ASU representative present (if the ASU agrees). The purpose of this meeting is to attempt to identify the problem (if any) and reach agreement on action to resolve it. The supervisor will make a record of the meeting for the employee's personnel file after discussing this with the employee.

The employee will have access to the file and be given the opportunity to make his or her comments.

Where action is agreed to resolve a problem, a time-frame within which significant improvement can reasonably be expected may be agreed upon. A follow-up meeting may then be organised as above to discuss progress in resolving the problem.

b) Meeting with union

Where this procedure has not been followed in the first place, or where action to resolve a problem cannot be agreed, or where the procedure would be inappropriate, the employee or a

representative of his or her choice may instead request a meeting with the employer. Once this request is made in writing, a balanced number of employer and employee representatives will meet (in place of the above procedure) to attempt to resolve the matter.

c) Second meeting

If a substantial problem with work performance or conduct was identified at the first meeting and the supervisor believes the problem has not sufficiently improved, or there was agreement that a second meeting should be held, a second meeting will be held between the employee and his or her supervisor, as described above. The purpose of this meeting will again be to attempt to reach agreement on the nature of the problem and on action to resolve it (if this was not achieved in the first meeting), or to assess progress on any agreed action to resolve a problem identified at the first meeting.

d) Written warning

If a problem identified at the first meeting has not sufficiently improved, the Director may, after the second meeting, issue to the employee a written warning. The warning will identify the problem and give the employee a reasonable opportunity to improve his or her work performance or conduct, and warn that dismissal action may be taken if this improvement does not occur. A copy of this clause of the agreement will also be given to the employee at this time.

Where a written warning has been given to an ASU member, a copy will also be given to the representative of the ASU in the office, or forwarded to the Branch Secretary. The ASU will be given a reasonable opportunity to meet with the employer to discuss the matter before dismissal action is taken.

e) Personnel records

Where the problem (if any) has been resolved, all records of the matter on the employee's personnel file will be removed one year after this procedure has been completed.

f) Confidentiality

Confidentiality will be strictly maintained (including material in personnel files) by all parties, unless the employer and employee agree otherwise.

29. TERMINATION OF EMPLOYMENT

29.1 Termination process

The employer will not terminate the employment of an employee unless the disciplinary procedure in this agreement has been completed; except in the cases of casual employees, fixed term employees whose period of employment has expired, or termination for conduct which justifies instant dismissal.

29.2 Notice of termination by employer

In order to terminate the employment of an employee (other than a casual employee or termination for conduct which justifies instant dismissal), the employer will give him or her four weeks' notice in writing.

Employees over 45 years of age at the time of the giving of notice who have at least two years' continuous service with the employer, are entitled to an additional 1 week's notice (other than termination for conduct which justifies instant dismissal).

Payment, at the employee's current ordinary-time rate of pay, may be made in lieu of all or part of the period of notice.

29.3 Notice of termination by employee

The notice of termination to be given by an employee is Based on their continuous service as set out below

Period of continuous service Period of notice

1 year or less 1 week

Over 1 year and up to the completion of 3 years 2 weeks

Over 3 years and up to the completion of 5 years 3 weeks

Over 5 years of completed service 4 weeks

If an employee fails to give notice, the employer has the right to withhold monies due to the employee up to the ordinary-time rate of pay for the period of notice.

29.4 Time-off during notice period

Where the employer has given notice of termination to an employee (other than termination for conduct which justifies instant dismissal), he or she is allowed up to one day's time-off without loss of pay for the purpose of seeking other employment. The time-off will be taken at times that are convenient to the employee after consultation with the employer.

29.5 Certificate of service

Upon termination of employment for any reason, the employer will provide the employee with a certificate of service in the following form:

- a. Employee's name;
- b. Period of employment (From..., To...);
- c. Title of Position;
- d. Salary scale;
- e. Nature of work (including if applicable, details of numbers of other staff and/or volunteers supervised by the employee);
- f. Name of Employer.

Signed: (CEO

Date:

29.6 Summary dismissal

The employer has the right to summarily dismiss any employee without notice for misconduct which justifies instant dismissal, provided the reasons for such dismissal are first given to the employee by the Director in writing. In such case wages will be paid up to the time of dismissal only.

30. CONSULTATION ABOUT CHANGE IN THE WORKPLACE

- a. When management proposes a 'significant change' to work organisation it must first consult with the affected employees and their representatives, including union representatives if requested, about the need for change, the development of any necessary change process, and any specific change proposals.

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- b. The consultation process shall ensure that all relevant employees shall be consulted prior to any final decision about whether change should proceed, and within a timeframe that provides a genuine opportunity for the affected employees to respond to the change proposals.
- c. For the purposes of this clause “significant change” shall mean and include change in:
- i. the composition, operation or size of the employer’s workforce / staff, including any change in the career structure, mode of employment or promotional opportunities available to staff;
 - ii. any change in the skills required;
 - iii. the elimination of or diminution of job opportunities;
 - iv. alteration to the hours of work;
 - v. the need for retraining and/or transfer of staff to another work location;
 - vi. the restructuring of job/s and/or the contracting out of any particular service or activity currently performed by the employee.
- d. **Discussion about implementing change**
- i. If a decision is taken to proceed with a change proposal the management must discuss the implementation of that change with the effected employees, particularly where the change is likely to have an impact on the work, conditions or career prospects of employees. The affected employees are entitled to representation, including union representation, in these discussions.
 - ii. Such discussions should include consideration of means of avoiding detrimental outcomes for affected employees and may involve an agreement related to relocation and/or retraining. Prompt consideration must be given to matters raised by employees and/or their representatives in relation to the changes.
 - iii. For the purposes of such discussion, the employer must provide in writing to the employees concerned and their representatives, if any, all relevant information about the changes including the nature of the changes proposed, the expected effects of the changes on employees and any other matters likely to affect employees provided that the employer is not required to disclose confidential information the disclosure of which would be contrary to the employer’s interests.
 - iv. Where changes are likely to lead to position(s) becoming redundant, the employer shall comply with the provisions for redundancy prescribed in this agreement.
 - v. Until the consultation period has occurred, work must continue as normal in accordance with the custom and practice in existence prior to notification of the introduction of change.

31. REDUNDANCY

31.1 Scope of this clause

This clause applies only to redundancy: that is, termination of employment arising from a decision by the employer that it no longer wishes the job of an employee to be done by anyone (e.g. due to stopping or reduction of grant or project funding).

This clause will only apply to employees with more than one year's continuous service, who are not casual employees or fixed term employees whose period of employment has expired.

This clause will not apply where employment is terminated as a result of conduct that justifies instant dismissal.

In cases where this clause does not apply, the employer is only required to comply with other relevant clauses in this agreement (e.g. termination of employment), to give an indication of the impending redundancy at the first reasonable opportunity, and to take reasonable steps to help the employee obtain suitable alternative employment.

31.2 Notification and discussions before redundancy

The requirements in clause 31 for the employer to notify and discuss changes apply to redundancy. This means that the employer will notify employees affected and the ASU by the time a definite decision has been made that the employer no longer wishes the job any employee has been doing to be done by anyone; where that decision may lead to termination of employment.

31.3 Transfer to lower paid duties

Where an employee is transferred to lower paid duties because the employer no longer wishes his or her job to be done by anyone, the employee is entitled to the same period of notice of transfer, as if his or her employment had been terminated. The employer may make payment in lieu of all or part of the required notice period.

31.4 Severance Pay

In addition to the period of notice prescribed for ordinary termination a redundant employee is entitled to the severance pay as outlined below:

Period of Employment	Age under 45	Age Over 45
1 year or less	nil	nil
1 year and less than 2 years	4 weeks' pay	5 weeks' pay
2 years and less than 3 years	7 weeks' pay	8.75 weeks' pay
3 years and less than 4 years	10 weeks' pay	12.5 weeks' pay
4 years and less than 5 years	12 weeks' pay	15 weeks' pay
5 years and less than 6 years	14 weeks' pay	17.5 weeks' pay
6 years and over	16 weeks' pay	20 weeks' pay

For the purpose of this sub-clause:

- "*week's pay*" means the employee's current ordinary time hourly rate of pay multiplied by the average of weekly ordinary-time hours (excluding overtime) worked over the past 52 weeks;
- severance payments will not exceed the amount which the employee would have earned if employment with the employer had continued up to the employee's normal retirement date, or the end of the period of engagement in the case of a fixed term employee.
- the employer, in a particular redundancy case, may make application to the Australian Industrial Relations Commission to have this severance pay prescription varied on the basis of the employer's incapacity to pay.

31.5 Advice to employees of future vacancies

Where, within one year from the date on which an employee is made redundant the employer wishes to engage a person to perform the same or similar work as that previously performed by that employee, the employer will take all reasonable steps to notify the employee of the vacancy.

31.6 Employee leaving during notice

A redundant employee may terminate his or her employment during the period of notice and will still be entitled to all benefits and payments under this clause up to the date of termination by the employee.

31.7 Alternative employment

The employer, in a particular redundancy case, may make application to the Australian Industrial Relations Commission to have the amount of severance pay varied if the employer obtains acceptable alternative employment for an employee.

31.8 Time off during notice period

During the period of notice of termination given by the employer an employee will be allowed up to one days' time off without loss of pay during each week of notice for the purpose of seeking other employment.

31.9 Notice to government authorities

The employer, will on request from a redundant employee, notify and provide relevant information to government authorities requiring information from the employer in order to provide services (such as unemployment benefits or employment and training services) to the employee.

32. UNION ACTIVITIES

32.1 Union Delegates

- (a) On being notified in writing by the ASU that an employee has been appointed as a workplace delegate, the employer will recognise the employee as an accredited representative of the ASU and allow him or her:
 - i. reasonable time in working hours (without loss of pay) to perform the tasks required to effectively represent the members in the workplace;
 - ii. reasonable private access to all ASU members to discuss ASU business and to non-union members for recruitment purposes;
 - iii. reasonable access to the representatives of the employer for the purpose of resolving issues of concern to the members;
 - iv. reasonable access to facilities (including computer, photocopier, telephone, fax, email and noticeboard) to perform their role;
 - v. Release to perform reasonable tasks required by their role on paid time. Such tasks should be occasional in nature and not unduly affect the core duties of the employee.
- (b) All union representatives shall be entitled to up to 3 days paid leave per annum to attend trade union training courses.
- (c) ACOSS will not unreasonably refuse time for staff to attend union meetings in work time without loss of pay, consistent with past practice (for example, in relation to consultation

about enterprise bargaining) and subject to operational requirements. Provided that where practicable union meetings should be held during meal breaks.

32.2 Disadvantaging an employee due to union activities

The employer will not dismiss or threaten to dismiss an employee or disadvantage an employee in his or her employment because that employee:

- (a) is (or has been) or proposes (or proposed) to become an officer, delegate or member of the ASU; or
- (b) seeks rights or conditions of employment to which he or she is entitled under this Agreement or relevant industrial legislation; or
- (c) has appeared or proposed to appear as a witness or has given or proposed to give evidence in a proceeding under the Workplace Relations Act 1996, as amended; or
- (d) is dissatisfied with his or her conditions of employment; or
- (e) is a member of the ASU and was absent from work for the purpose of;
 - carrying out authorised duties as an officer or delegate of the ASU;
 - carrying out such duties where he or she applied for such absence in advance and leave was unreasonably refused or withheld.

32.3 Display of this Agreement and union notices

A copy of this Agreement will be kept in a convenient place in the workplace, which may be electronic such as intranet, so that all employees may read it, and a copy will be provided to all new employees on engagement.

The employer will allow notices from the ASU to be posted in a convenient place in the workplace so that all employees may read them.

33. JURY AND COMMUNITY SERVICE

(a) An employee (other than a casual employee) required to attend for jury service during his or her ordinary working hours will be reimbursed by the employer an amount equal to the difference between the amount paid for their attendance for jury service, and the wages they would receive for the ordinary time they would otherwise have worked.

An employee will notify their employer as soon as possible of the date on which he or she is required to attend for jury service. The employee will also give the employer documentary proof of his or her attendance, the duration of attendance and the amount received for service.

(b) The provisions of the NES will apply in relation to community service leave for other purposes such as voluntary emergency management.

34. ACCIDENT MAKE-UP PAYMENT

34.1 Meaning of terms and scope of clause

"Accident make-up payment" means payment of the difference between the amount of compensation paid on a regular (e.g. weekly or fortnightly) basis to the employee according to

the relevant Workers' Compensation Act or Ordinance and the employee's ordinary-time rate of pay.

This clause will only apply to an incapacity which results from an injury received on or after 19 March, 1990.

34.2 Entitlement to accident make-up payment

The employer will pay an employee accident make-up payment where the employee receives an injury for which regular (e.g. weekly or fortnightly) payments of compensation are payable by or on behalf of the employer according to the provisions of the appropriate Workers' Compensation Act or Ordinance, as amended from time to time.

34.3 Period of payment

The liability of the employer to pay make-up payment in accordance with this clause commences at the date of the injury or accident in respect of which compensation is payable under the appropriate Act or Ordinance.

Make-up payment will commence from the time that regular weekly or fortnightly compensation payments commence (taking into account any back-payment of compensation); and will end when the incapacity ceases, or when 39 weeks have passed since the date of injury, whichever is sooner.

Make-up payment will normally be made on a fortnightly basis, except in the case of back-payment (where there is a corresponding back-payment of compensation).

In the event that the employee receives a lump sum in redemption of weekly payments under the appropriate Act or Ordinance, the liability of the employer to pay accident make-up payment ceases from the date of redemption.

The termination of the employee's employment for any reason during the period of incapacity will not affect the liability of the employer to pay accident make-up payment.

35. CIVIL LIABILITY

In the event that an incident occurs in the ordinary course of an employee's employment which is due directly or indirectly to the employee carrying out his or her duties, the employer will accept legal responsibility for any civil action which may result directly or indirectly from the incident, including any claim for damages against the employee.

36. WORKING FROM HOME

The purpose of working at home is to enhance the capacity of individual employees to perform their work efficiently. While it is recognised that working at home may also facilitate greater flexibility in relation to work and family responsibilities, this is not the primary objective of this agreement. Working at home should not, for example, be seen as a regular alternative to child care.

Where an employee requests it, and the work of other employees and the functioning of the workplace would not be unreasonably affected, the employer and employee may agree that part of his or her working hours be worked at home.

No employee will be required by the employer to work from home. Every employee will work the majority of his or her weekly hours of work from the office. Some employees, whose work requires their presence in the office during working hours, will not be able to work from home. This applies to those employees whose position requires them to be available in the workplace for a substantial part of the week to answer telephones, to maintain data bases, or to assist other employees in the performance of their work.

Working from home arrangements may apply to permanent or fixed term employees (including both full and part time employees), but will not normally apply to casual employees.

A working from home arrangement may be agreed between the employee and his or her supervisor in the case of a once-off arrangement; but must be agreed in writing between the employee and the employer in the case of a regular arrangement.

The hours involved on once-off working at home arrangements will be negotiated in each case by the employee and his or her supervisor.

The conditions for approval and implementation of working from home arrangements are set out below. Where an application meets the requirements set out in this agreement, it will not be unreasonably refused.

36.1 Approval of a working from home arrangement

Prior to entering into a working from home arrangement, the employer and employee will make all reasonable efforts to discuss the proposal with any other employees who may be affected.

A decision by the employer to approve a working at home arrangement will be based upon the following criteria:

- the nature of the work is such that it can be performed at home;
- the work can be done in an efficient and effective manner;
- the home environment accords with occupational health and safety standards;
- the employee is available to take urgent phone calls and these can be redirected from the office;
- the security and confidentiality of information and files can be reasonably assured;
- the employee agrees to meet the conditions specified in clause 36.2.

36.2 Conditions applying to working from home arrangements

In the case of a regular working at home arrangement, the conditions pertaining to the arrangement will be set down in a written agreement between the employee and the Director, on behalf of the employer. A written agreement is not required for once-off arrangements.

Generally speaking, the same level of supervision and accountability for work performed, and the same standards of occupational health and safety, will apply to work performed from home as to work performed in the office.

Work at home should generally be done within the band of hours for the employee's position specified in the workplace industrial agreement. Work outside these hours will not be counted as overtime unless approved in advance by the employee's supervisor, as required by that agreement.

The employee is expected to:

- provide to his or her supervisor written details of hours worked at home and, if requested, the work that was carried out;
- attend regular staff meetings and other meetings or activities of direct relevance to their position (unless otherwise agreed);
- be available for telephone contact during the hours worked at home;
- take reasonable steps to ensure that the security and confidentiality of information and files is protected;

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- in the case of a regular working at home arrangement, to allow the employer access to the home workplace where this is requested on reasonable grounds (e.g. to ensure compliance with occupational health and safety requirements) and at least one day's notice is given.

The employer is expected to:

- provide or meet the costs of consumable items (e.g. telephone calls, facsimile costs, paper) where these costs are reasonably incurred in the performance of work at home and receipts are presented;
- meet all workers compensation obligations (including "make up pay" as specified in the workplace industrial agreement) in respect of hours worked at home in accordance with this "Working at home" agreement;
- take steps to ensure that the employee has reasonable opportunities to participate in the workplace, including fair access to training and promotional opportunities.

This clause does not require the employer to provide or maintain equipment such as computers, facsimile machines, desks or chairs used for home-based work, unless these are owned by the employer.

36.3 Variation and cancellation of regular working at home arrangements

Where the conditions in clause 36.2 above are consistently not being met, and after reasonable warning has been given, the employer or employee may cancel a regular working at home arrangement.

Otherwise, once a regular working at home arrangement is in place, at least 3 week's notice must be given by either the employee or the employer before the arrangement may be substantially changed, except by agreement or in an emergency.

37. AMENITIES

The employer will provide reasonable toilet and washing facilities for the use of employees.

The employer will supply and maintain reasonable heating and cooling appliances for the safe and healthy functioning of the workplace.

38. OCCUPATIONAL HEALTH AND SAFETY

The employer will take all reasonable action to ensure the health and safety of employees and will, in consultation with all employees, adopt and implement appropriate health and safety policies and practices.

All necessary protective clothing and safety equipment will be provided free of cost for use of each employee, where necessary to protect the employee or his or her clothing, or where required by the employer to be worn or used.

These items remain the property of the employer and will be maintained by the employer free of cost to the employee.

39. FIRST AID

An employee who holds a current first aid certificate issued by the St. John's Ambulance Association or Australian Red Cross Society or equivalent qualification, and who is required by the employer to perform first aid duty at the workplace, will be paid an allowance of \$14.18 per week, and this will be increased by 3% per annum in accordance with clause 8.2.2.

A first aid kit, as required by the law of the State or Territory concerned, or if there is no relevant law, as recommended by the St. John's Ambulance Society or other recognised body, will be provided and maintained at the workplace by the employer.

40. SUPPORT FOR EMPLOYEES EXPOSED TO FAMILY VIOLENCE

1. Objective of this clause

ACOSS recognises that employees sometimes face situations of violence or abuse in their personal life that may affect their attendance or performance at work. Therefore, ACOSS is committed to providing support to staff that experience family violence as provided for in this clause.

2. Definition of Family Violence

For the purposes of this clause, family violence is defined as behaviour by a person towards a family member of that person if that behaviour:

- (i) is physically or sexually abusive; or
- (ii) is emotionally or psychologically abusive; or
- (iii) is economically abusive; or
- (iv) is threatening or coercive.

3 General Measures

To assist employees experiencing family violence, the following process will be undertaken:

- a. An employee experiencing family violence may raise the issue with the Chief Executive Officer or their delegate.
- b. Proof of family violence may be required and can be in the form of an agreed document issued by the Police Service, a Court, a Doctor, district nurse, maternal and child health care nurse, Family Violence Support Service or lawyer.
- c. All personal information concerning family violence will be kept confidential in line with ACOSS Policy and relevant legislation. No information will be kept on an employee's personnel file without their express written permission.
- d. No adverse action will be taken against an employee if their attendance or performance at work suffers as a result of experiencing family violence.
- e. ACOSS will develop guidelines to supplement this clause which details the appropriate action to be taken in the event that an employee reports family violence.

4 Leave

- a. An employee experiencing family violence will have access to 20 days per year of paid special 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 and can be taken without prior approval.
- b. ACOSS may request proof of leave taken in accordance with this clause.
- 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.

5 Individual Support

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- a. In order to provide support to an employee experiencing family violence and to provide a safe work environment to all employees, ACOSS will approve 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 ACOSS;
 - 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 may be referred to the Employee Assistance Program (EAP) where one exists and/or other resources of the organisation.

41 DISPUTE SETTLING PROCEDURE

- 1 Any dispute or grievance arising out of the operation of this agreement, the National Employment Standards, or generally within the organisation, other than a dispute or grievance arising directly from the employer's concern about an employee's work performance or conduct, shall be dealt with in the following manner, without disruption to the provision of services or operations.
- 2 In the first instance, the employee will attempt to resolve the grievance through discussion with their supervisor. The employee is entitled to nominate a representative to be present during such discussions. The arrangement of a meeting under this clause will ordinarily take place within seven working days of notification of a dispute or grievance.
- 3 Should the dispute still remain unresolved, the employee (with the employee's nominated representative) shall confer with the Chief Executive Officer (or the appropriate nominee of the Executive) with the objective of resolving the dispute or grievance within the organisation. These discussions will, where possible, take place within a further Seven (7) days or as soon as the parties can reasonably commence the discussions.
- 4 If the matter remains unresolved at this stage, it may be referred to the Fair Work Commission (FWC) (or to an agreed independent mediator, conciliator or arbitrator) for further mediation, conciliation and, if unresolved, arbitration, not less than one month after original notification of the dispute or grievance. The parties agree that FWC or the independent arbitrator shall have all the powers set out a Chapter 6, part 6.2 of the Fair Work Act 2009 and to set out any procedural requirements for the determination of matters. The parties agree to comply with any procedural directions.
- 5 A decision made by FWC or the independent arbitrator as a result of arbitration will be accepted by both parties subject, in the case of a decision by FWC, to either party exercising a right of appeal against the decision to a Full Bench of FWC.
- 6 Until the dispute or grievance is resolved, work must continue in accordance with the custom and practice in existence prior to notification of the dispute or grievance. Exceptions to this clause shall be:
 - in health and safety matters where existing conditions may place a party at risk, or

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- where existing conditions may place either party under unreasonable duress pending resolution of the matter.

SCHEDULE 1 ALLOWANCES

The allowances set out in this Schedule are payable from the first full pay period on or after the date shown.

Clause	Allowance	1/7/2014	1/07/2015	1/07/2016	1/07/2017
13	Overtime meal				
	evening	\$28.20	\$29.05	\$29.92	\$30.82
	breakfast	\$14.13	\$14.56	\$14.99	\$15.44
17	Media (per week)	\$82.40	\$84.87	\$87.42	\$90.04
18	Supervision (per annum)	\$3,376.53	\$3,477.82	\$3,582.16	\$3,689.62
39	First Aid	\$14.18	\$14.61	\$15.05	\$15.50

SIGNATURES

SIGNED:

**For and on behalf of the Australian Council
of Social Service (Inc)**

**For and on behalf of employees and the
Australian Services Union**

.....

(Signature)

.....

(Signature)

.....

(Name & Position)

.....

(Name & Position)

Date

Date

In the presence of:

In the presence of:

Witness

Witness

.....

.....

Date

Date