



ACOSS Enterprise Agreement 2022

**AN ENTERPRISE AGREEMENT BETWEEN THE
AUSTRALIAN COUNCIL OF SOCIAL SERVICE
INC.**

& THE AUSTRALIAN SERVICES UNION

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1. TITLE

- 1.1 This Agreement will be known as the ACOSS Enterprise Agreement 2022.

2. PARTIES TO THE AGREEMENT

- 2.1 The parties to this Agreement are the Australian Council of Social Service Inc (ACOSS), the Australian Services Union (ASU) and the current and future employees of ACOSS (except the CEO and Deputy CEO).
- 2.2 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) and Deputy CEO.
- 2.3 The Agreement is to be read in conjunction with the National Employment Standards (NES).
- 2.4 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

- 3.1 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

- 4.1 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 2025.

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.

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- 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 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. DIVERSITY AND INCLUSION

- 6.1 ACOSS recognises and values all members of its diverse workforce and the invaluable contribution made by all employees. It is committed to respecting the different needs of all its

staff and to providing a safe and inclusive workplace where everyone can feel comfortable to bring their whole selves to work.

- 6.2 In view of its specialist purpose, ACOSS is committed to affirmative action in leadership, management, employment and professional development of people representing the diverse groups that represent the community in which we work.
- 6.3 ACOSS has a commitment to affirmative action to ensure that these employees have genuine access to all positions, including providing appropriate upskilling with accredited training, workplace mentoring, acting up opportunities, external professional support and any other appropriate encouragement and support
- 6.4 ACOSS also recognises the contribution made by mature age workers and recognises that work practices should optimise the contribution of those workers and encourage them to seek and retain employment with the organisation, including participation in all aspects of professional development and career advancement.
- 6.5 ACOSS is committed to providing induction and regular training for all leadership, management and staff on issues around diversity, inclusion and cultural awareness.

7. TERMS OF EMPLOYMENT

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

7.2 Priority to permanent employment:

- A. ACOSS aims to ensure that a majority of employees (not counting those employed in a classification with rates of pay at Level 6 or above) will be employed on a permanent basis.
- B. 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.

7.3 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, or where the practicality of filling a position is dependent on securing ongoing funding.
- 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:

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- I. satisfactory performance in the position; and
 - II. the employee having been appointed to the fixed term position following an externally advertised process.

7.4 Casual employees:

- A. 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.
- B. 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.

7.5 Casual Conversion

- A. Objective of this Clause:
 - I. 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 their 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 Subclause within four weeks of the employee having attained such period of three months. However, the employee retains their 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 Clause 7.5B(I), upon receiving notice under Clause 7.5B(II) or after the expiry of the time for giving such notice, may give four weeks' notice in writing to the employer that the employee seeks to elect to convert their 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 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 Agreement.
 - IV. Any casual employee who does not, within four weeks of receiving written notice from the employer, elect to convert their ongoing contract of employment to full-

time 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 full-time 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 their contract of employment converted to full-time or part-time employment in accordance with paragraph 7.5B(III), the employer and employee shall, in accordance with this paragraph, and subject to paragraph 7.5B(III), discuss and agree upon:
 - a. whether the employee will convert to full-time or part-time employment; and 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;
 - b. 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 their contract of employment to full-time employment and an employee who has worked on a part-time basis during the period of casual employment has the right to elect to convert their contract of employment to part-time employment, on the basis of the same number of hours and times of work as previously worked, unless other arrangements are agreed between the employer and the employee.
- VII. 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.
- VIII. 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.

7.6 Full-time employees:

- A. 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.

7.7 Part-time employees:

- A. Part-time employees are permanent or fixed-term employees engaged to work for less than full-time hours.
- B. Part-time employees are entitled to all other benefits and conditions available to full-time permanent employees, on a pro-rata basis.
- C. Part-time employees will be employed for a minimum of 14.7 hours per week. On their regular days of employment, they will be employed for at least four hours each day.
- D. Before commencing employment, the employer and employee will agree in writing on the employee's:

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- I. regular pattern of work including the number of hours to be worked each week or fortnight, and
 - II. the days of the week the employee will work and the starting and finishing times each day.
- E. The agreed regular pattern of work does not necessarily have to provide for the same guaranteed number of hours in each week or fortnight.
 - F. The agreement made pursuant to Clause 7.7(D) may subsequently be varied by agreement between the employer and employee in writing. Any such agreement may be ongoing or for a specified period of time.

7.8 Position descriptions:

- A. Position descriptions may be reviewed from time to time. An employee's position description may be modified by ACROSS 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 8 of this agreement.

8. CLASSIFICATION STRUCTURE

8.1 LEVEL 1

8.1.1 Roles and responsibilities

A position at this level may include some or all of the following:

- A. Provides administrative and/or other support within clearly established procedures.
- B. Responds to enquiries from the public under supervision.
- C. Undertakes routine activities requiring practical application of basic skills and techniques under close direction and supervision.
- D. Performs clearly defined activities without outcomes being readily attainable. Employees' duties at this level will be closely monitored with instruction and assistance being readily available.
- E. Solutions to problems are found in established procedures readily available.

8.1.2 Skills, knowledge and experience

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

- A. Knowledge of work activities performed within the organisation.
- B. Knowledge of procedures of the organisation.
- C. Computing skills.
- D. Skills in oral and written communication with other staff, clients and members of the public.
- E. Employees at this level receive substantial on the job training.

8.1.3 Organisational relationships

- A. May be supervised by Level 3 or above.
- B. Works under close supervision.
- C. Autonomy to arrange work in a manner the employee feels most comfortable with provided there is no change to defined work practices.

8.2 LEVEL 2

8.2.1 Roles and responsibilities

A position at this level may include some or all of the following:

- A. Works under general guidance within clearly defined guidelines and undertakes a range of activities requiring the application of acquired skills and knowledge.
- B. Employees will be responsible for managing time, planning and organising their own work and may be required to oversee and/or guide the work of a limited number of lower classified employees or volunteers. Employees at this level could be required to resolve minor work procedural issues in the relevant work area within established constraints.
- C. Provides advice and information on the organisation's services.
- D. May be required to assist senior employees with special projects.
- E. Perform tasks of a sensitive nature including the provision of more than routine information.

8.2.2 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. 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.

8.2.3 Organisational relationships

- A. May be supervised by Level 3 or above.
- B. Works under regular supervision.
- C. Provide limited guidance to a limited number of lower classified employees or volunteers.
- D. Autonomy to arrange work in a manner the employee feels most comfortable with provided there is no change to defined work practices.

8.3 LEVEL 3

8.3.1 Roles and responsibilities

A position at this level may include some or all of the following:

- A. Provides support requiring high levels of judgment, initiative, confidentiality and sensitivity in performance of work.
- B. Provides detailed advice and information on the organisation's services.
- C. Undertakes some duties without direct supervision.
- D. Organises and prepares for meetings.
- E. Is responsible for managing and planning their own work and that of staff at lower levels or volunteers.

8.3.2 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 and other and other technical skills relevant to their discipline.
- 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.

8.3.3 Organisational relationships

- A. May be supervised by Level 4 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.
- C. Works under general direction in the application where procedures are well established.

8.4 LEVEL 4

8.4.1 Roles and responsibilities

General

A position at this level may include some or all of the following:

- 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.
- D. Provides assistance to a more senior employee in planning, co-ordinating, implementing and administering activities and policies.

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- E. Undertakes responsibility for moderately complex projects including planning, co-ordination, implementation and evaluation.
 - F. Sets outcomes and further develops work methods where general work procedures are not defined and will exercise judgment and contribute critical knowledge and skills where procedures are not clearly defined.

Specific

One or more of:

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

8.4.2 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.
- I. Sound knowledge of underlying principles in the specialist discipline.

8.4.3 Organisational relationships

- A. May be supervised by Level 5 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.

D. Works under general direction from senior employees.

E. May lead a team within a specialized project.

8.5 LEVEL 5

8.5.1 Roles and responsibilities

General

A position at this level may include some or all of the following:

- 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. Operates as a specialist employee in a relevant discipline.
- F. Decisions made and taken rest with the employee.
- G. Undertakes responsibility for a range of functions within the organisation requiring the application of a high level of knowledge and skills to achieve results in line with organisational goals.

Specific

One or more of:

- A. Provides advice on policy matters and contributes to their development.
- B. Undertakes significant projects involving complex social policy analysis and research.
- C. Lobbies and negotiates with Government and other relevant bodies on public policy issues and coordinates related activities to further ACOSS policies and objectives.
- D. Undertakes specific responsibility for outwardly facing media work and the public promotion of the goals and policies of ACOSS.
- E. Undertakes specific responsibility for activities related to business development and stakeholder engagement to raise funds for ACOSS and extend its organisational profile.

8.5.2 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.

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- 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.

8.5.3 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.

8.6 LEVEL 6

8.6.1 Roles and responsibilities

A position at this level may include some or all of the following:

- A. Provides high level strategic advice and develops innovative communications or 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.
- E. Controls and coordinates highly complex projects.
- F. Contributes to the management of the organisation and undertakes managerial or specialised functions under a wide range of conditions to achieve results in line with divisional/organisational goals.
- G. Advocates and negotiates at a high level with Government and other relevant bodies and coordinates related activities to further ACOSS policies and objectives.
- H. Develops and manages networks of experts and/or interests.

8.6.2 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.

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- 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.

8.6.3 Organisational relationships

- A. Is supervised by Level 7 and above.
- B. Operates under limited direction.
- C. Manages significant portfolios, projects and/or functions.
- D. May supervise staff at lower levels.

8.7 LEVEL 7

8.7.1 Roles and responsibilities

A position at this level may include some or all of the following:

- A. Exercises managerial responsibility for various functions within the organisation or operates as a Senior Specialist providing multifunctional advice to the CEO and Deputy CEO.
- B. Provides direction, supervision and management of staff and operations for a work unit
- C. Sets outcomes in relation to the organisation and negotiates matters on behalf of the organisation.
- D. Manages extensive projects or programs with organisational goals requiring the initiation and formulation, development, implementation and evaluation of those goals.
- E. Undertakes work of significant scope and complexity. A major portion of the work requires intuition.
- F. Represents the organisation publicly with a high level of autonomy, independent judgment and risk management, including in high level political engagement, public appearances and business development work.
- G. Is responsible for acquisition and management of new funding sources.

8.7.2 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.

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- 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, advocacy, media, communications and research skills, where relevant.
 - G. A high level of interpersonal skills in dealing with the public and other organisations.
 - H. Strong supervisory skills.

8.7.3 Organisational relationships

- A. Reports to Level 8, Deputy CEO or CEO.
- B. Has significant delegated authority.
- C. Manages a section or unit of the organisation or provides senior specialist advice.
- D. May supervise staff at lower levels.

8.8 LEVEL 8

8.8.1 Roles and responsibilities

A position at this level may include some or all of the following:

- A. Undertake high-level, cross-organisational managerial and strategic responsibility.
- B. Undertakes duties of innovative, novel and or/critical nature with little or no direction.
- C. Undertakes work of significant scope and complexity requiring significant independence and initiative.
- D. Evaluates, develops and revises cross-organisational strategies and processes requiring high level analytical skills in the attainment of organisational objective.

8.8.2 Skills and experience

- A. Equivalent to level 7, though employees at this level will generally have significant experience at a Senior Executive level.

8.8.3 Organisational relationships

- A. Reports to the Deputy CEO or CEO.
- B. Has significant delegated authority and works under limited direction.
- C. Has cross-organisational delegations and responsibility.
- D. Manages a section or unit of the organisation.
- E. Supervises staff at lower levels.

9. RATES OF PAY AND PAYMENT OF WAGES

9.1 Rates of Pay

- A. Each position within the organisation other than that of the Chief Executive Officer and Deputy CEO will be classified as falling within one of the levels described in Clause 8. Information on the classification level that applies to each position will be made available to all employees.
- B. 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.
- C. The performance of each employee will be assessed annually. The performance appraisal shall be based on transparent criteria, and a written record of the assessment will be provided to the employee.
- D. Incremental progression will be in accordance with Clause 9.7.
- E. Where an employee's performance is assessed as unsatisfactory, the disciplinary procedure in Clause 34 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 47.
- F. 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.
- G. An employee may advance classification levels in circumstances where:
 - I. the employee is appointed to a higher position within the organisation; or
 - II. the employee's existing position is reclassified on the basis of a significant change in the responsibilities performed or the scope of the role expanding.
- H. Where an employee has been paid at the highest salary step within their classification level for at least 12 months, ACOSS may at its discretion increase the salary of the employee.
- I. The employer and an employee may agree, on commencement of their 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.

9.2 An employee is entitled to request a review of classification.

- A. In considering a request for reclassification, the matters that may be considered include but are not limited to:
 - I. a significant change to the scope of the role, requirements, supervision arrangements and overall level of responsibility such that the role no longer aligns with the original classification; and
 - II. the demonstrable ability for the employee to perform in accordance with the higher classification, including a review of the most recent performance appraisal.

- B. The employee’s request for review application must be made in writing to the CEO or their delegate and outline how the role and the employee’s performance meets the requirements for review as outlined in Clause 9.2A (I) and (II).
- C. An employee’s request must be reviewed within three months of the request in its proper form as outlined in Clause 9.2(B) above being received by the CEO or their delegate.
- D. If the application for reclassification is denied, the response will provide a summary of the reason(s) why.

9.3 Salaries

Classification	Rates at 30 June 2022
Level 1 - pay point 1	\$50,614.63
Level 1 - pay point 2	\$51,880.00
Level 1 - pay point 3	\$53,177.00
Level 2 - pay point 1	\$62,121.15
Level 2 - pay point 2	\$63,674.18
Level 2 - pay point 3	\$65,266.03
Level 2 - pay point 4	\$66,897.68
Level 3 - pay point 1	\$72,002.29
Level 3 - pay point 2	\$73,874.35
Level 3 - pay point 3	\$75,721.21
Level 3 - pay point 4	\$77,614.24
Level 4 - pay point 1	\$86,072.99
Level 4 - pay point 2	\$88,224.82
Level 4 - pay point 3	\$90,430.44
Level 4 - pay point 4	\$92,691.20
Level 5 - pay point 1	\$98,610.88
Level 5 - pay point 2	\$101,076.16
Level 5 - pay point 3	\$103,603.06
Level 5 - pay point 4	\$106,193.14
Level 6 - pay point 1	\$110,440.86
Level 6 - pay point 2	\$113,201.88
Level 6 - pay point 3	\$116,031.93
Level 6 - pay point 4	\$118,932.73
Level 7 - pay point 1	\$123,690.04
Level 7 - pay point 2	\$126,782.29
Level 7 - pay point 3	\$129,951.85
Level 8 - pay point 1	\$135,149.92
Level 8 - pay point 2	\$138,528.67
Level 8 - pay point 3	\$141,991.88

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

9.4 Salary increases

- A. The rates of pay set out in Clause 9.3 will be indexed at the greater of 1.5% or the Annual Award increase from the first full pay period on or after:
 - I. 1 July 2022;
 - II. 1 July 2023;
 - III. 1 July 2024.

9.5 The following allowances will increase per annum in line with wage increases:

- A. Overtime meal expenses (Clause 14)
- B. Media allowance (Clause 17)
- C. Community Language and Cultural Competency Allowance (Clause 18)
- D. First Aid allowance (Clause 45)

9.6 Payment of Wages

- A. All wages will be paid fortnightly by cash or cheque or electronic funds transfer by agreement between the employer and employee.
- B. 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.
- C. 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.
- D. 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.
- E. On pay days, the employer will give each employee a statement in writing of the gross salary and allowances to which the employee is entitled, the amount of deductions and the net amount to be paid.

9.7 Incremental Progression

- A. At the end of each 12 months' continuous employment at a particular classification level (as described in Clause 8), an employee will be eligible for progression from one pay point to the next within a level subject to a Step Review. If, during the Step Review the employee:
 - I. has demonstrated satisfactory performance for the prior 12 months' employment as assessed after properly considering the employee's most recent quarterly or annual performance appraisals; and
 - II. the employee has acquired and satisfactorily used new or enhanced skills within the ambit of the classification, if required by the employer;

the employee will be entitled to progress to the next step within the level.

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- B. In the event of an unforeseen situation where neither an annual nor quarterly appraisal has taken place prior to the Step Review, an appraisal will be undertaken to assess the employees' competency and satisfactory performance over a minimum period of 12 months.
 - C. The Step Review is to take place within 2 months of the employee's anniversary date.
 - D. Where the Step Review 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.
 - E. Where the Step Review 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 subclause will not apply where an employee has been on extended leave during the 12-month period before their anniversary date.
 - F. The performance appraisal and Step Review will be conducted in accordance with ACOSS' Performance Development policy to ensure consistency and transparency across the organisation.

10. HIGHER DUTIES ALLOWANCE

- 10.1 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.
- 10.2 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.
- 10.3 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.
- 10.4 An employee's wage will not be reduced where the employee is required to relieve another employee.
- 10.5 When an employee is acting in a role not covered by this agreement (e.g. CEO or Deputy CEO), the higher duties rate will be determined by the CEO or their delegate.

11. SUPERANNUATION

- 11.1 The employer will contribute on behalf of each eligible employee to the superannuation fund nominated by the employee, such contributions as are required to comply with the Superannuation Guarantee (Administration) Act 1992.

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- 11.2 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.
 - 11.3 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.
 - 11.4 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.
 - 11.5 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 their 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.
 - 11.6 The employer will commence such payments within 14 days of receipt of the employee's authorisation.
 - 11.7 An employee may vary their additional contributions by written authorisation to the employer and the employer will alter the additional contributions within 14 days of receiving the authorisation.

12. HOURS OF WORK AND OVERTIME

12.1 The purpose of this clause is:

- A. To ensure that each full-time employee works, on average, no more or less than 73.5 hours per fortnight.
- B. To limit the extent to which employees work "unsocial hours" (e.g. evenings, weekends and public holidays) and compensate them when they do so.
- C. To ensure employees are regularly available for work during certain "core hours" so that the workplace functions efficiently.
- D. To encourage, within these constraints, flexible working hours arrangements to the benefit of employees and the employer.

12.2 Span of hours and core hours

- A. The ordinary hours of work for an employee shall be worked within the span of hours of 7am – 7pm Monday to Friday, unless otherwise agreed.
- B. All employees are required to work "Core Hours":
 - I. Core hours for a full-time employee are the hours between 10am and 4pm, Monday to Friday.
 - II. Core hours for a part-time employee are as determined by the employer prior to commencement.

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- III. The core hours of any employee may be varied by agreement with the employer.
 - IV. In special circumstances core hours may be lengthened or varied 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, or where the employee is not working agreed flexitime arrangements as per sub-Clause 12.8B. The new core hours will be for a continuous period within the ordinary spread of hours. If the employer proposes to alter the core hours, it will consult with the employee in accordance with Clause 36. Longer core hours do not preclude the use of flexitime by the employee.
 - C. To optimise effective operations ACOSS 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.
 - D. Full-time employees are not to work beyond their agreed daily ordinary hours or 36.75 ordinary hours per week (or 73.5 ordinary hours per fortnight) in aggregate without prior authorisation from their manager, other than as part of agreed flexitime arrangements being in place under Clause 12.6.
 - E. Part-time employees are not to work beyond their agreed daily, weekly or fortnightly part-time hours without prior authorisation from their manager, other than as part of agreed flexitime arrangements being in place under Clause 12.6.
 - F. Where a part-time employee, by agreement in advance, works hours in addition to their ordinary weekly or fortnightly part-time hours, this shall be regarded as an extension of ordinary hours up to 36.75 hours per week (or 73.5 ordinary hours per fortnight).
 - G. Staff may work under agreed flexitime arrangements as provided under Clause 12.6.

12.3 Rest and meal breaks

- A. Two paid tea breaks of 15 minutes each will be taken in each 7-hour period of duty.
- B. 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.

12.4 Overtime and time off in lieu of overtime

- A. All employees are entitled to be paid for overtime worked subject to Clause 12.4(B). However, they may elect to take time in lieu instead.

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- B. All overtime must be authorised by the employer in advance of being worked.
 - C. In exceptional circumstances, such as natural disasters, overtime may be worked, and payment sought without prior authorisation, but the employee must seek authorisation as soon as is practicable.
 - D. Overtime will apply in the following circumstances subject to prior approval:
 - I. work carried out beyond the agreed ordinary hours on any day for a full-time employee, or 10 ordinary hours for a part-time employee, other than as part of agreed flexitime arrangements being in place under Clause 12.6;
 - II. work carried out beyond 36.75 ordinary hours per week (or 73.5 ordinary hours per fortnight) for a full-time employee or the agreed weekly (or fortnightly) hours for part time employee, other than as part of agreed flexitime arrangements being in place under Clause 12.6;
 - III. work carried out beyond 36.75 hours (or 73.5 ordinary hours per fortnight) for casual staff;
 - IV. work carried out by any employee between 7pm – 7am Monday to Friday where there is no individual flexible working arrangement;
 - V. work carried out by any employee between the conclusion of work at 7pm Friday and the commencement of work at 7am on Monday morning where there is no individual flexibility arrangement; and
 - VI. work carried out on a public holiday (midnight to midnight).
 - E. For an employee paid at Levels 1 or 2, overtime is payable at the rate of time-and-a-half of the ordinary time rate 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.
 - F. For an employee paid at Levels 3 to 8, overtime is payable at the employee's ordinary hourly rate for overtime worked on a Monday to Sunday. With the agreement of the employer, these employees may take time off in lieu of overtime at the rate of time and a half of the ordinary time rates.
 - G. Overtime worked on Public Holidays is dealt with under Clause 13.3.
 - H. 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.

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- I. 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.
 - J. Any outstanding time off in lieu of overtime owing to the employee at the time of termination (the employee's last day of work) will be paid out to the employee at the applicable overtime rates based on the rates of pay applying at the time payment is made.
 - K. Where an individual flexible working arrangement or flexitime agreement is in place, overtime is only applicable if the work is at the specific request of the employer and is formally authorised as overtime in accordance with Clause 12.4(B).

12.5 Recording and managing time off in lieu of overtime

- A. Employees will use timesheets to record authorised overtime hours worked and accrued time off in lieu of overtime. All overtime must be pre-approved to be considered authorised.
- B. Where more than one week's ordinary hours for a full-time employee or the agreed weekly hours for part-time employee 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.
- C. Options to reduce excess time off in lieu of overtime include:
 - I. Taking time off within the next 4 weeks;
 - II. Deferral of up to one week's time off in each year, to be taken at an agreed time during the same year;
 - III. Payment for all or part of any overtime hours worked at the applicable overtime rates based on the rates of pay applying at the time payment is made.
- D. 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).
- E. 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 the applicable overtime rates for the hours worked based on the rates of pay applying at the time payment is made.

12.6 Flexitime

- A. The intent of this Clause is to provide employees with some flexibility in choosing individual work patterns while ensuring accountability and transparency about working hours to management and staff.
- B. An employee must work their hours of work as set out under Clause 12.2, including core hours of 10am to 4pm, but may otherwise arrange their "Standard hours of work" in a flexible manner, including varying their start and finish times at their own initiative.
- C. Flexitime credits (as defined under Subclause 12.7A) shall be taken at such times and in such periods as are agreed between the employee and the employer.
- D. Flexitime credits (as defined under Subclause 12.7A) 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. E. Employees are not to work beyond 10 ordinary hours per day, without prior authorisation from their manager.
- F. "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.

12.7 Flexitime Credit/Debit Limits

- A. Definitions:
 - I. "Flexitime credit" is an agreement (as part of an agreed flexitime arrangement) between the employer and the employee for the employee to work hours in excess of their agreed ordinary hours of work during a pay period so that the employee can take equivalent time off on an hour for hour basis at a later time.
 - (II) "Flexitime debit" is an agreement (as part of an agreed flexitime arrangement) between the employer and employee allowing the employee to work fewer than their contracted hours during a pay period. Those hours fewer than the agreed ordinary hours of work will be reimbursed by the employee, who will work hours in addition to their normal contracted hours at an agreed later date without claiming any additional payment.
- B. Unless otherwise mutually agreed, an employee cannot accrue greater flexitime credits than one week's ordinary hours for a full-time employee (36.75 hours per week of 73.5 hours per fortnight) or the agreed weekly or fortnightly hours for part-time employees. It is the employee's responsibility to notify their supervisor once this cap has been reached and to ensure this cap is not exceeded without notifying management.
- C. During periods of high workload, the employer may allow accrual of flexitime credits in excess of one week or fortnight ordinary hours for a full time employee (36.75 hours per week or 73.5 hours per fortnight) or the agreed weekly or fortnightly hours for part-time employees

as long as the employee and employer reach agreement on when the excess flexitime credits will be taken as time off.

- D. If agreement is not reached about when the employee will take off accrued flexitime credits in excess of the employee's usual weekly or fortnightly contracted hours, the employer may direct the employee to take leave flex 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.
- E. 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).
- F. Unless otherwise mutually agreed, an employee cannot accrue greater than 10 hours of flexitime debits. It is the employee's responsibility to notify their supervisor once this cap has been reached and to ensure this cap is not exceeded without notifying management.

12.8 Application of flexitime arrangements

- A. Flexitime arrangements will be the standard arrangement in place for staff, and shall not be unreasonably refused.
- B. There are some limited circumstances 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, in which case fixed hours may apply.
- C. The existence of an individual flexible working agreement that varies an employee's hours of work set out under 12.2 does not preclude staff from also accruing and using flexitime credits.
- D. Employees will complete time sheets in accordance with the ACROSS flexitime procedure.

12.9 Process where operational requirements are not being met

- A. 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 Subclause which may result in the individual staff member being removed from the flexitime system.
- B. The manager will:

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- I. Meet with the employee to discuss the concerns and provide an opportunity for the employee to respond; and
 - II. 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.
- C. At the formal meeting the manager will advise the employee of the steps to be taken to resolve the concerns over the coming weeks.
 - D. 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 weeks' notice, to cease use of flexitime and instead work according to the hours of work and overtime provisions laid out in in remaining sub-Clauses at Clause 11. Fixed hours of work may apply.

12.10 Individual flexible working arrangements

- A. 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.
- B. 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.
- C. The types of individual flexible working arrangements that may be available in accordance with ACOSS policies as varied from time to time, include but are not limited to:
 - I. Varying ordinary hours of work on a permanent or temporary basis (e.g. converting from full-time to part-time work)
 - II. Job Sharing
 - III. Home Based Work Arrangements (subject to the provisions of Clause 36)
- D. 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:
 - I. Accordance with Work Health and Safety standards

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- II. The effect on the workplace and ACOSS' business of approving the request, including the financial impact of doing so and the impact on efficiency and productivity
 - III. The ability to organise work with other impacted employees
 - IV. The practicality or otherwise of the arrangements that may need to be put in place to accommodate the employee's request
 - V. The nature of the work being done and whether the work can be done on a part-time, job share or other basis
 - VI. Other individual flexible working arrangements already in place
- E. 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.
 - F. In all cases, arrangements must not negatively impact on the organisation and must be workable in relation to operational requirements.
 - G. 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:
 - I. All deliverables are being achieved in an efficient, timely and effective manner to the standard required.
 - II. Operational requirements are being met.
 - III. Relevant Work Health and Safety standards are being met.
 - IV. Any impact on other staff members.
 - V. The employee is complying with the terms of the agreement.
 - VI. The agreement is meeting the needs of the employee.

12.11 Variation and termination of individual flexible working arrangements

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

13. BREAKS AND PUBLIC HOLIDAYS

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

- A. An employee will not be required to work:
- I. for more than five hours without a meal break of at least half an hour;
 - II. after 10pm in the evening;
 - III. within 10 hours of finishing work the day before;
 - IV. during a public holiday listed below, or any additional public holidays gazetted by the New South Wales Government:
 - New Years Day
 - Australia (Invasion) Day
 - Good Friday
 - Easter Monday
 - Anzac Day
 - Queens Birthday
 - Labour Day
 - Christmas Day
 - Boxing Day
 - and one additional day each year on a date agreed with the employer.

13.2 Invasion Day

- A. ACOSS does not recognise 26 January (Australia Day) as a day of celebration. ACOSS is supportive of staff who wish to work on 26 January in protest of Australia Day and in recognition of Invasion Day, although it recognises this may not be practical for all employees, including for care or other reasons. An employee may request to work on 26 January and take another agreed day off work in the same week in lieu of the public holiday worked. If an employee works on 26 January under such an arrangement, the employee does not receive any additional payment for working the public holiday.

13.3 Overtime payable when employee agrees to work during a public holiday

- A. Where an employee agrees to work during a public holiday in accordance with Clause 13.1 at the employer's request, the employee 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).

13.4 Christmas Shutdown

- A. There shall be a Christmas Shutdown and employees shall be given three months' notice confirming the dates for the shutdown.
- B. Employees will be entitled to three days of special paid leave between Christmas Day and New Year's Day in addition to the public holidays set out in Clause 13.1.
- 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.

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- 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 or their delegate will seek agreement with the employee on arrangements to take an equivalent amount of leave within one month.
 - E. Where agreement cannot be reached on the time of taking such leave, the CEO or their delegate may direct the employee to take the special paid leave.

14. OVERTIME MEAL EXPENSES

- 14.1 An employee will be supplied with an adequate meal where there are adequate cooking and dining facilities, or be paid a meal allowance for evening meals of \$34.18 and for breakfast of \$17.13, in addition to any overtime payment in accordance with Clause 12.4 as follows:
 - A. when required to work more than one hour after the usual finishing hour of work; and
 - B. provided that where such overtime work exceeds four hours a further meal allowance, as set out above, will be paid.
- 14.2 Clause 14 will not apply when an employee could reasonably return home for a meal within the meal break.
- 14.3 On request, meal allowance will be paid on the same day as overtime is worked.
- 14.4 The overtime meal allowance will be increased per annum in accordance with Clause 9.5.

15. TRAVEL

- 15.1 Where an employee is required by ACROSS 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 Table 1 (domestic travel) or Table 6 (international travel) of the Taxation Determination TD 2021/6 for 2021-22, and as varied by the ATO in subsequent financial years, without the production of receipts.
- 15.2 The allowance is only payable where meals are not provided (for example, the lunch allowance is not payable where conference lunches are provided).
- 15.3 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

16. MOTOR VEHICLE ALLOWANCE

- 16.1 Where the employer and an employee agree that the employee will use their own vehicle in the normal course of their employment, the employee shall be entitled to reimbursement at the prevailing rate outlined in the Award.

17. RECALL TO WORK

- 17.1 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 agreed ordinary hours for a full-time employee or the agreed weekly hours for part-time employee.

17.2 Employees may reasonably refuse a request to return to work outside the ordinary weekly or fortnightly spread of hours.

17.3 Employees 'recalled' to work will be remunerated for such hours worked:

- A. 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.
- B. 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.
- C. Employees will be paid at double time rates for all such hours worked on Sundays.
- D. Employees will be paid at the rate of double-time-and-a-half for all such hours worked on public holidays.

18. COMMUNITY LANGUAGES AND CULTURAL COMPETENCY ALLOWANCE

18.1 To support a diverse workforce that reflects the diverse community in which it operates, ACOSS offers the Community Languages and Cultural Competency Allowance (CLCCA), an allowance that is paid on an annual basis. and will be in accordance with the maximum allowance paid under the Community and Language Allowance Scheme (CLAS) paid to public sector workers.

18.2 The annual allowance is \$1,514 (gross), indexed annually at the same indexation rate applied to salaries, and will apply on the pro-rata basis.

18.3 In recognition of the importance of supporting its diverse workforce, including cultural skills, ACOSS will not require NAATI testing.

18.4 Employees are eligible to be paid a CLCCA where they can demonstrate that they:

- A. possess a level of competence in a community language and/or culture; and
- B. work in a location and/or role where their community language and/or cultural competence is utilised at work.

18.5 Eligibility for payment of the CLCCA does not apply where a person is employed as a translator or interpreter, or where there is only a very occasional request for language assistance.

18.6 In those cases where language and/or cultural competence is considered to be an essential requirement when recruiting a new position, such as when recruiting a Spanish Community worker, then language and cultural competence should be considered to be a qualification when allocating classification for that role. i.e. an employee's classification may be upgraded on the basis of the qualification, rather than the payment of a separate allowance.

19. MEDIA ALLOWANCE

19.1 An employee who is required to respond to calls outside ordinary hours of work will be paid 2% of the ACOSS Level 3, Step 3 weekly rate in respect of any 24-hour period or part thereof during the period from the time of finishing ordinary hours on Monday to the time of finishing ordinary hours on Friday (weekday). In consideration for the additional burden of responding to calls

outside ordinary hours of work a higher allowance of 3.96% of the ACOSS Level 3, Step 3 in respect of any other 24-hour period or part thereof, or any public holiday or part thereof.

19.2 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:

- A. the media allowance shall be paid to the relieving employee on a pro rata basis;
- B. 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);
- C. this clause does not apply to Level 7 staff and above.

20. ANNUAL LEAVE

20.1 Annual leave - general

- A. 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 their ordinary-time rate of pay for each continuous 12-month period of service with the employer.
- B. Part-time employees are entitled to annual leave on a pro-rata basis.
- C. Annual leave will accrue progressively, and be taken, in accordance with the NES.
- D. 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 their annual leave.
- E. 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 their accumulated annual leave credit.
- F. Payment will not be made or accepted in lieu of annual leave, unless employment has been terminated.
- G. An employee who has not used up all of their annual leave entitlements at the time of termination of employment, is entitled to payment in lieu of annual leave, on a pro rata basis.
- H. In addition to their 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.

20.2 Additional unpaid averaged annual leave

- A. 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.

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- B. 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.
 - C. No annual leave loading will be paid for unpaid additional leave.
 - D. 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.

21. SICK & CARER'S LEAVE

- 21.1 An employee (other than a casual employee) is entitled to be absent on sick or carer's leave without loss of pay on account of personal ill health or injury, for a period of up to and including 15 working days in each 12 months of service.
- 21.2 To avoid confusion, an employee's entitlement to sick leave (which includes carer's leave) accrues progressively during a year of service according to the employee's ordinary hours of work, and accumulates from year to year up to 10 days (pro-rata). An additional 5 days of sick leave (pro-rata) will be available to employees to take during a year of service, but this leave shall not be carried over into the next year of service (i.e. it will not accumulate).
- 21.3 An employee may use their sick leave entitlements for absences to provide care or support (carer's leave) to a member of the employee's immediate family (as defined in Clause 22: Special Personal and Family Leave), or a member of the employee's household, who requires care or support because of:
 - I. a personal illness, or personal injury, affecting the member; or
 - II. an unexpected emergency affecting the member.
- 21.4 Carer's leave will only apply in cases where the employee is responsible for, or shares responsibility for, the care or support of the person concerned. When an employee uses their sick leave entitlements for this purpose, they will provide satisfactory evidence of the illness or injury, as described below.
- 21.5 The notice and evidence requirements for paid and unpaid sick & carer's leave are as provided by the NES and the employer reserves the right to require evidence that would satisfy a reasonable person that the leave being taken is for a reason that meets the requirement for sick & carer's leave, provided that such evidence will normally only be required for absences of three consecutive days or more.
- 21.6 Unused accrued sick & carer's leave entitlements are not payable on termination of employment. The employer will not terminate the services of an employee during any period of paid sick & carer's leave to avoid the employer's obligations under this Clause.
- 21.7 Illness or injury sustained during annual leave is to be counted as sick & carer's leave and not deducted from accrued annual leave entitlements, unless all accrued sick & carer's leave has been used.

21.8 If the period during which an employee takes paid sick & carer's leave includes a day or part-day that is a public holiday in the place where the employee is based for work purposes, the employee is taken not to be on paid sick & carer's leave on that public holiday.

21.9 Unpaid Carer's Leave

- A. An employee is entitled to 2 days' unpaid carer's leave for each occasion when a member of the employee's immediate family, or a member of the employee's household, requires care or support because of:
 - I. a personal illness, or personal injury, affecting the member; or
 - II. an unexpected emergency affecting the member.
- B. An employee may take unpaid carer's leave as:
 - I. a single continuous period of up to 2 days: or
 - II. any separate periods agreed with the employer.
- C. An employee is entitled to unpaid carer's leave for a particular occasion only if the employee cannot take an amount of paid personal/carer's leave.

21.10 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.

22. SPECIAL PERSONAL AND FAMILY LEAVE

22.1 Purpose of clause:

- A. 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;
- B. enable all employees to take a limited amount of time off without loss of pay for personal reasons such as bereavement or moving house.

22.2 Meaning of terms

- A. "Special Personal and Family Leave" means leave for personal or family purposes.
- B. "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:
 - I. the employee has or shares primary responsibility for care (e.g. is the parent of a dependent child);
 - II. these tasks cannot reasonably be done outside working hours; and
 - III. alternative care arrangements are either inappropriate, unavailable or impractical.
- C. Immediate family includes

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- I. a partner, child or an adult child (including an adopted child, a step child, or child under a kinship care arrangement), parent, grandparent, grandchild or sibling of the employee or of the spouse of the employee.
 - D. "Personal Purposes" includes attending the death of a near relative, or moving house.

22.3 Eligibility for Personal and Family Leave

- A. An employee is entitled to a total of up to and including 7 days Special Personal and Family Leave on full pay for each 12 months continuous service (or part thereof) with the employer.
- B. If available personal leave is exhausted, the CEO or their delegate may, at their discretion, grant access to up to 5 days of Sick & Carer's leave for this purpose.
- C. Entitlements will not accumulate from year to year.

22.4 Application for Special Personal and Family Leave

- A. Where practical, an employee wishing to take Special Personal and Family Leave will notify the employer before taking leave, stating the reasons for seeking leave.
- B. The employee will as soon as practicable (before or after taking leave) apply in writing for leave, stating the reason in the application.
- C. The employer can require evidence that would satisfy a reasonable person that the leave being taken is for a reason that meets the requirement for Special Personal and Family Leave. 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, evidence will normally only be required for absences of three consecutive days or more.

23. COMPASSIONATE LEAVE

23.1 Compassionate leave is provided by the NES. This agreement provides additional entitlements.

23.2 Entitlement to compassionate leave

- A. 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:
 - I. Contracts or develops a personal illness that poses a serious threat to their life; or
 - II. Sustains a personal injury that poses a serious threat to their life; or
 - III. Dies.
- B. The CEO or their delegate at their discretion may approve a longer period, with or without pay, in special circumstances.

24. CULTURAL, CEREMONIAL AND RELIGIOUS LEAVE

24.1 ACOSS recognises and values all members of its diverse workforce and is committed to respecting its staff's cultures and religions.

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- 24.2 Employees (other than casual employees) are entitled to 3 days (pro-rata) Cultural, Ceremonial and Religious Leave per calendar year to observe days of cultural, ceremonial or religious significance.
- 24.3 All employees (other than casual employees) who identify as being First Nations People will be entitled to an additional 3 days leave (pro-rata) on full pay per calendar year for the purpose of:
- A. Participating in dates of cultural significance, which may include NAIDOC week, MABO Day, National Sorry Day, National Close the Gap Day.
 - B. Travel, attendance and appropriate cultural recognition for funerals and other days of similar cultural and or family significance.
- 24.4 Where reasonably practicable, an employee wishing to take Cultural, Ceremonial and Religious 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.
- 24.5 The employer can require evidence that would satisfy a reasonable person that the leave being taken is for a reason that meets the requirement for Cultural, Ceremonial and Religious Leave. Where the Employee does not provide satisfactory evidence as requested by the Employer, the absence will be without pay unless otherwise approved by the Employer.
- 24.6 Cultural, Ceremonial and Religious Leave does not accrue and carry over into the subsequent calendar year, and is not paid out on termination of employment.

25. GENDER AFFIRMATION LEAVE

- 25.1 ACROSS is committed to supporting all employees who would like to affirm their gender in our workplace.
- 25.2 An Employee (other than a casual employee) is entitled to 10 days paid gender transition leave (pro-rata) a year for up to five years (non-consecutive) for purposes relating to gender affirmation including, but not limited to:
- A. Medical or legal practitioner appointments;
 - B. Accessing medical services, treatment or procedures;
 - C. Changing your dress and presentation;
 - D. Attending counselling.
- 25.3 It is anticipated that the timing of any period of leave will be discussed and agreed upon when a workplace plan is being discussed.
- 25.4 Gender affirmation leave does not accrue for each year of service and is not paid out on termination of employment.

26. STUDY LEAVE

- 26.1 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 the

employee's 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.

27. LEAVE WITHOUT PAY

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

28. SUPPORT FOR EMPLOYEES EXPOSED TO FAMILY VIOLENCE

28.1 Objective of this clause

A. 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.

28.2 Definition of Family Violence

A. 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.

28.3 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.

28.7 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.

28.8 Individual Support

- 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.

28.9 An employee experiencing family violence may be referred to the Employee Assistance Program (EAP) where one exists and/or other resources of the organisation.

29. PARENTAL LEAVE

29.1 The language of this clause is intended to ensure equity for all ACOSS employees, irrespective of gender, sexual orientation or other differences. Any reference below to 'parent', 'partner' or 'family' is intended to flexibly encompass same-sex and gender diverse partners and families. A reference to 'partner' means a spouse or partner in a de facto relationship.

29.2 The provisions of the NES apply, and this clause provides additional benefits. To the extent of any inconsistency with the minimum provisions, the NES will apply.

29.3 Application

- A. To be eligible to access Parental Leave the eligible employee must:
 - I. have at least 12 months continuous service in accordance with the Fair Work Act up to the expected of birth or placement;
 - II. be seeking:
 - a. unpaid parental leave associated with the birth of a child of the employee or their partner, or with the employee becoming the legal guardian (via adoption or using a surrogate) of a child under 16, or with long term (more than 12 months) formal foster care of a child under 16; and/or
 - b. paid parental leave associated with the birth of a child of the employee or their partner, or with the employee becoming the legal guardian (via

adoption or using a surrogate) of a child under 6 (or as agreed with the employer), or with long term (more than 12 months) formal foster care of a child under 6 (or as agreed with the employer); and

- III. have or will have a responsibility for the care of the child during the period of any paid or unpaid parental leave.
- B. An employee currently on parental leave is not required to return to work in order to access a further period of parental leave under this clause. However, the applicable notice period for the request must be met.
- C. The CEO or their delegate may, at their discretion, approve a period of paid and/or unpaid parental leave to be taken for kinship care arrangements.

29.4 Definitions

- A. For the purpose of this clause, **eligible employee** means:
 - I. a full-time or part-time Employee, including such employees on a continuous fixed term contract; or
 - II. a Long-Term Casual Employee who has, but for accessing parental leave under this clause, a reasonable expectation of continuing employment by the employer on a regular and systematic basis.
- B. Continuous Service for a Long-Term Casual Employee is defined as employment with the Employer on a regular and systematic basis and there is also a reasonable expectation of ongoing work.
- C. Fixed term employee means an employee on a fixed term contract with more than 12 months continuous service. To clarify the application of this clause, the Employee is only entitled to unpaid or paid leave parental leave based on the remaining weeks of their fixed term contract. If the contract was due to expire 4 weeks after the commencement of leave, the Employer does not have to extend the fixed term contract if the Employee takes parental leave. If the fixed term contract ends during the parental leave period, the Employee is not entitled to return to the same job as it will no longer exist. If the fixed term contract ends after the Employee returns from leave, the Employee is entitled to return to the same job and finish working the contract.
- D. Child means:
 - I. in relation to birth-related leave, a child (or children from a multiple birth) of the employee or the employee's Spouse or the employee's legal surrogate; or
 - II. in relation to adoption or foster care-related leave, a child (or children) who will be placed with an Employee, and who:
 - a. is, or will be, as at the day of placement, or the expected day of placement:
 - i. under 16 years old for unpaid parental leave; or
 - ii. under 6 years old for paid parental leave;

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- b. has not, or will not have, lived continuously with the employee for a period of 6 months or more as at the day of placement, or the expected day of placement; and
 - c. is not (otherwise than because of the adoption) a child of the employee or the employee's Spouse.
- E. Kinship care arrangement means First Nation kinship care arrangements where there is a relationship or obligation, under custom and traditions of the family, community or cultural group to which the child belongs.

29.5 Entitlement to Paid and Unpaid Parental Leave

- A. Eligible employees will be entitled to a total of 18 months unpaid parental leave in connection with the birth, adoption, surrogacy or foster care arrangement for a child. The entitlement to 18 months of unpaid parental leave is calculated at the date of commencement of the leave. Unpaid leave will be taken in one or two unbroken periods (or more periods by agreement with the employer). Any annual leave, long service leave or paid parental leave (whether under this Agreement or through the Australian Government scheme) taken concurrently with unpaid parental leave is deducted from the 78 week entitlement.
- B. 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. The conversion of full paid leave to half-pay over double the period under Clause 29.3(E) is to be regarded, for the purpose of calculating periods of service, as being the period of full paid leave.
- C. Eligible employees will be entitled to 14 weeks' Paid Parental Leave without loss of pay with the remainder of the 18 months being unpaid, to be taken within 2 years. Paid Parental Leave will be taken in one unbroken period of 14 weeks (or more periods by agreement with the employer).
- D. The Commonwealth Government provides financial support at a minimum wage rate to help eligible parents take time off work to care for a newborn or recently adopted child. Any paid leave is to be taken as part of the total 52 weeks unpaid parental leave entitlement in accordance with the relevant provisions of the Fair Work Act and the Paid Parental Leave Act 2010 (Cth). The Commonwealth Government Paid Parental Leave Scheme is separate from this Agreement. The relevant government agency determines payment eligibility for the Paid Parental Leave Scheme.
- E. An eligible 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 28 weeks of leave paid at 50% of the ordinary rate.
- F. Paid parental leave will include superannuation in accordance with the prevailing superannuation guarantee legislation. 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.
- G. All parental leave (the original period) must be concluded 104 weeks after the birth or placement, provided that leave will expire on the child's fifth birthday in the case of paid

leave or an adopted child, or the child's 16th birthday in the case of unpaid leave. This period includes all paid authorised leave provisions and concurrent leave as outlined above and in the Fair Work Act.

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

29.6 Notice, Commencement and Period of Leave

- A. The Employee must give notice to ACOSS at least 10 weeks before starting their parental leave. This notice needs to be in writing, and outline how much leave the Employee wants to take, including the starting and finishing dates. The employee must confirm their leave dates at least 4 weeks before starting their leave. The appropriate evidence will be required in order to qualify for paid and unpaid parental leave in accordance with s74 of the *Fair Work Act 2009*.
- B. If the Employee is pregnant:
 - I. The Employee is entitled to commence parental leave up to 12 weeks prior to the due date of the baby. If the baby arrives prematurely, the Employee can commence parental leave immediately.
 - II. The Employee may work right up to the expected date of birth. However, if the Employee intends to continue working in the last 6 weeks of pregnancy, a medical certificate stating fitness for work must be provided. If a medical certificate is not supplied, or that certificate indicates the Employee is not fit for work, the Employer may require the unpaid parental leave period to be started early. If the Employee is fit for work but not able to perform ordinary duties, the Employee may be eligible to be transferred to a safe job in accordance with the Fair Work Act, or take accrued sick leave if agreed by the employer.
 - III. The employer, by not less than 14 days' notice in writing, may require the Employee 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 the Employee is fit to continue employment for all or part of that period.
 - IV. If the Employee suffers a pregnancy related illness, Sick & Carer's Leave can be utilised for any required absences. If the Employee does not have any Sick & Carer's leave, the Employee can commence Paid Parental Leave early where a doctor certifies it is necessary.
- C. Any notice periods will be adjusted as reasonably necessary in circumstances where the baby arrives prematurely. In addition to any specific requirements outlined above, the Employer may require the Employee to provide reasonable documentary evidence, such as medical certificates, of entitlement to benefits under this clause.
- D. When the employee becomes a child's legal guardian (via adoption or using a surrogate) or for long-term foster care, the leave entitlement commences at the time of placement of the child. Leave may commence earlier than the notified date of placement where:
 - I. the child becomes available for placement sooner than expected;

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- II. 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.
 - E. An employee is entitled to up to 2 days unpaid Special Adoption, Surrogate Birth or Foster Child leave prior to the adoption or surrogate birth or foster child placement to attend any interviews or examinations required in order to facilitate the process. The employee will give reasonable notice to the employer of the employee's desire to take such leave. In exceptional circumstances, up to five days unpaid leave may be taken by agreement between the employee and the employer.
 - F. These provisions will continue to apply in the case of a still-birth child.
 - G. If an employee's pregnancy ends within 28 weeks before the expected date of birth of the child (either by way of miscarriage or termination), the unpaid and paid parental leave will not apply. However, the employee is entitled to 2 weeks paid special parental leave as certified by a doctor as necessary to recover. The CEO or their delegate may, at their discretion, grant further paid or unpaid leave. If required by the Employer, the medical certificate provided by the doctor must contain the following information:
 - I. that the employee was pregnant, but that the pregnancy has ended within 28 weeks before the expected date of birth otherwise than by the birth of a living child; and
 - II. that the employee was or will be unfit for work during a stated period.
 - H. The partner of a pregnant person whose pregnancy ends in the circumstances in Clause 29.6(G) above, is entitled to 1 week of paid special parental leave. The CEO or their delegate may, at their discretion, grant further paid or unpaid leave.
 - I. If the pregnancy ends more than 28 weeks before the expected date of birth, the employee is entitled to use any Sick & Carer's Leave or unpaid leave for a period of absence which a doctor certifies is necessary.
 - J. 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.

29.7. Termination of Employment

- A. An employee may terminate their employment at any time during the period of leave by giving notice in writing in accordance with this Agreement.
- B. The employer will not terminate the employment of an employee on the grounds of their absence on Parental Leave, but otherwise the rights of an employer in relation to termination of employment are not affected.

29.8 Return to work

- A. An employee will confirm their intention of returning to work by notice in writing to the employer, at least four weeks prior to the completion of leave.
- B. Normally the employee will return to their original position. Where changes are proposed which might affect the employee's position before they return to work, the employee will

be consulted in accordance with the NES. In the event that the position will no longer exist, the redundancy provisions of this agreement will apply, and in particular the employee will be considered for any reasonable redeployment options that may be available, without affecting their entitlement to remain on parental leave for the remaining agreed period.

- C. Where an employee applies to the employer at least four weeks prior to the completion of leave, and the employer agrees, the employee 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 after the birth or placement of the child.
- D. At any time, the employee may apply for a variation to ordinary hours of work or other flexible working arrangements in accordance with Clause 31 Caring Responsibilities, Clause 12.10 Individual Flexible Working Arrangements, or working from home arrangements in accordance with Clause 42 Working From Home.

29.9 Replacement Employees

- A. A replacement employee is an employee specifically employed or transferred to fill a vacancy arising due to Parental Leave.
- B. Before the employer employs a replacement employee or transfers an existing employee under this sub-clause, the employer will inform the employee of the temporary nature of the employment or transfer and of the rights of the employee who is being replaced.
- C. This sub-clause does not imply that the employer is required to engage a replacement employee.

30. LONG SERVICE LEAVE

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

- A. the entitlement is for three months Long Service Leave after and in respect of each 10 years' service;
- B. 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;
- C. an employee is entitled to pro-rata long service after five years' service, to be taken at a time agreed with the employer;
- D. 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.

30.2 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.

31. CARING RESPONSIBILITIES

- 31.1 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.
- 31.1 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 their duties.

32. STAFF TRAINING

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

32.2 Responsibilities

- A. Employees: are primarily responsible for identifying areas for development and pursuing opportunities for training and development, in consultation with their supervisor.
- B. 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.
- C. Management: are responsible for ensuring the effective implementation, coordination and monitoring of any training and development policy and budgetary implications.
- D. Both ACOSS and its employees will identify learning and development activities that:
 - I. Have a clear connection with the work of ACOSS; and
 - II. Have a direct link to individuals' work responsibilities; and
 - III. Assist ongoing career development.

32.3 Right to request training

- A. Where an employee requests support for training and professional development activities, ACOSS will take account of a range of factors including:
 - I. Priorities identified in the performance management process, in particular the annual formal appraisal;
 - II. The strategic priorities of the organisation, including an analysis of any skills gaps or emerging needs across the organisation;
 - III. Budget;
 - IV. Equity of training opportunities for staff;
 - V. The career aspirations of the employee.

32.4 Entitlements

- A. 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 their work, during normal working hours without loss of pay.

33. CONTINUITY OF SERVICE

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

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

34. DISCIPLINARY PROCEDURE

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

34.2 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

- I. 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.
- II. The employee will have access to the file and be given the opportunity to make their comments.
- III. 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

- I. 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 the employee's 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

- I. 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 their 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

- I. If a problem identified at the first meeting has not sufficiently improved, the CEO or their delegate 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 their 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.
- II. 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

- I. 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

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

35. TERMINATION OF EMPLOYMENT

35.1 Prior to reaching a decision to terminate the employment of an employee, other than casual employees, fixed term employees whose period of employment has expired, or on grounds other than would justify summary dismissal, the employer will:

- A. inform the employee that the termination of their employment is being considered;
- B. advise the employee of the reasons why termination of their employment is being considered; and
- C. provide the employee with an opportunity to respond to the reasons why termination of their employment is being considered.

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- 35.2 Where the termination (other than on grounds justifying summary dismissal) relates to the work performance and/or conduct of a permanent or fixed-term full-time or part-time employee (outside of probationary period), Clause 34 (Disciplinary Procedure) will apply in lieu of Clause 35.1 and as such, the employer will not terminate the employment of such an employee unless Clause (Disciplinary Procedure) has been completed.
- 35.3 For clarity, Clause 35.1 applies to employees (other than those excluded by the Clause 35.1) who are in their probationary period in lieu of Clause 35.2.
- 35.4 An employee to whom Clause 35.1 applies shall be given reasonable time to respond and shall be provided with details of any relevant material. Where a meeting is held with the employee, the employee is entitled to have a support person present. The support person may be e.g. a co-worker, a workplace union delegate, an officer of the union, a family member, or any other person not involved in the matter.
- 35.5 Subject to Subclauses 35.6 to 35.11, employment, other than the employment of a casual employee or a fixed term employee whose period of employment has expired, will be terminated by the employer or the employee only on the provision of the applicable notice as set out in Clause 35.12 (the Employer) and Clause 35.13 (the Employee), or by the payment by the employer, or forfeiture by the employee, of wages in lieu of notice.
- 35.6 The employer may, without notice, summarily dismiss an employee at any time for serious misconduct. Payment is up to the time of dismissal only.
- 35.7 Provided that employment may be terminated by part of the period of notice specified, and part payment or part forfeiture, in lieu of the period of notice specified.
- 35.8 In respect of any forfeiture by the employee of wages in lieu of notice, the employee may at any time authorise the employer to deduct from the employee's wages payable up to, or on termination, relevant wages payable in lieu of notice. Should an employer not receive such an authorisation from the employee and make the applicable deduction in whole, the employer may forthwith recover from the employee such outstanding payment or sum or amount payable or owing by the employee pursuant to this clause in any court of competent jurisdiction.
- 35.9 The requirement for an employee to provide notice under this clause shall not apply in circumstances where the employee is entitled to bring the employment to an end because of the actions of the employer, for example, because of a repudiatory breach of the employment contract by the employer.
- 35.10 In respect of the requirement for an employer to provide or pay notice under this clause, nothing in this clause shall exclude the application of Subdivision C of Division 11 of Part 2-2 of the *Fair Work Act 2009*.
- 35.11 Except in the case of summary dismissal, it is the intention of this Clause that both the employer and the employee provide appropriate notice upon termination, or pay or forfeit such notice in wages. The application and interpretation of this Clause shall give this intention full effect.

35.12 Notice of termination by the Employer:

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

- B. In order to terminate the employment of an employee subject to a probationary period (other than a casual employee or termination for conduct which justifies instant dismissal), the employer will give the employee one week's notice in writing.
- C. 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).

35.13 Notice of Termination by the Employee:

- A. Notice of termination requirements by the Employee based on the number of years of continuous service:

Continuous Service	Notice
1 year or less	1 week
More than 1 year but not more than 3 years	2 weeks
More than 3 years but not more than 5 years	3 weeks
More than 5 years	4 weeks

- B. Upon termination of employment for any reason, the employer will provide the employee with a certificate of service in the following form:
 - I. Employee's name;
 - II. Period of employment (From..., To...);
 - III. Title of Position;
 - IV. Salary scale;
 - V. Nature of work (including if applicable, details of numbers of other staff and/or volunteers supervised by the employee);
 - VI. Name of Employer.
 - VII. Signed:
 - VIII. Date:

36. CONSULTATION ABOUT CHANGE IN THE WORKPLACE

36.1 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.

36.2 The purpose of consultation is to facilitate a process that provides employees and their union with a genuine opportunity to influence the outcome of the decision making process, and that takes into account issues raised by employees and their union. The employer will provide responses to employees and their union in relation to any issues raised or alternative proposals.

36.3 For the purposes of this clause "significant change" shall mean and include change in:

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- A. 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;
 - B. any change in the skills required;
 - C. the elimination of or diminution of job opportunities;
 - D. alteration to the hours of work;
 - E. the need for retraining and/or transfer of staff to another work location;
 - F. the restructuring of job/s and/or the contracting out of any particular service or activity currently performed by the employee.

36.4 Discussion about implementing change

- A. 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.
- B. 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.
- C. 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.
- D. Where changes are likely to lead to position(s) becoming redundant, the employer shall comply with the provisions for redundancy prescribed in this agreement.
- E. 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.

37. REDUNDANCY

37.1 Scope of this clause

- A. 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).
- B. 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.

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

37.2 Notification and discussions before redundancy

- A. The requirements in Clause 37 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.

37.3 Transfer to lower paid duties

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

37.4 Severance Pay

- A. 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

- B. For the purpose of this sub-clause:
 - I. "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;
 - II. 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.
 - III. 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.

37.5 Advice to employees of future vacancies

- A. 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.

37.6 Employee leaving during notice

- A. A redundant employee may terminate their 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.

37.7 Alternative employment

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

37.8 Time off during notice period

- A. 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.

37.9 Notice to government authorities

- A. 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.

38. UNION ACTIVITIES

38.1 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 the employee:
 - 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, email and noticeboard) to perform their role;

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- 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.

38.2 Disadvantaging an employee due to union activities

- A. The employer will not dismiss or threaten to dismiss an employee or disadvantage an employee in their employment because that employee:
 - I. is (or has been) or proposes (or proposed) to become an officer, delegate or member of the ASU; or
 - II. seeks rights or conditions of employment to which the employee is entitled under this Agreement or relevant industrial legislation; or
 - III. 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
 - IV. is dissatisfied with their conditions of employment; or
 - V. is a member of the ASU and was absent from work for the purpose of;
 - a. carrying out authorised duties as an officer or delegate of the ASU;
 - b. carrying out such duties where they applied for such absence in advance and leave was unreasonably refused or withheld.

38.3 Display of this Agreement and union notices

- A. 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.
- B. 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.

39. JURY AND COMMUNITY SERVICE

- 39.1 An employee (other than a casual employee) required to attend for jury service during their 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.

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

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

40. ACCIDENT MAKE-UP PAYMENT

40.1 Meaning of terms and scope of clause

A. "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.

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

40.2 Entitlement to accident make-up payment

A. 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.

40.3 Period of payment

A. 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.

B. 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.

C. 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).

D. 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.

E. 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.

41. CIVIL LIABILITY

41.1 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 their 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.

42. WORKING FROM HOME

- 42.1. 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 their working hours be worked at home.
- 42.2 The employer may require an employee to work from home in the event of circumstances outside the employer's control, such as pandemic related health orders made by government, or natural climate disasters that prevent safe travel to the office.
- 42.3 Every employee will work the majority of their 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 or to assist other employees in the performance of their work.
- 42.4 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.
- 42.5 A working from home arrangement may be agreed between the employee and their 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.
- 42.6 The hours involved on once-off working at home arrangements will be negotiated in each case by the employee and their supervisor.
- 42.7 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.

42.8 Approval of a working from home arrangement

- A. 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.
- B. A decision by the employer to approve a working at home arrangement will be based upon the following criteria:
- I. the nature of the work is such that it can be performed at home;
 - II. the work can be done in an efficient and effective manner;
 - III. the home environment accords with occupational health and safety standards;
 - IV. the employee is available to take urgent phone calls and these can be redirected from the office;

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- V. the security and confidentiality of information and files can be reasonably assured;
 - VI. the employee agrees to meet the conditions specified in Clause 42.1.

42.9 Conditions applying to working from home arrangements

- A. 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 CEO or their delegate, on behalf of the employer. A written agreement is not required for once-off arrangements.
- B. 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.
- C. 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.
- D. The employee is expected to:
 - I. provide to their supervisor written details of hours worked at home and, if requested, the work that was carried out;
 - II. attend regular staff meetings and other meetings or activities of direct relevance to their position (unless otherwise agreed);
 - III. be available for telephone contact during the hours worked at home;
 - IV. take reasonable steps to ensure that the security and confidentiality of information and files is protected;
 - V. 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.
- E. The employer is expected to:
 - I. provide or meet the costs of consumable items (e.g. telephone calls, paper) where these costs are reasonably incurred in the performance of work at home and receipts are presented;
 - II. 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;
 - III. take steps to ensure that the employee has reasonable opportunities to participate in the workplace, including fair access to training and promotional opportunities.
- F. This clause does not require the employer to provide or maintain equipment such as computers, desks or chairs used for home-based work, unless these are owned by the employer.

42.10 Variation and cancellation of regular working at home arrangements

- A. Where the conditions in Clause 42.1 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.
- B. Otherwise, once a regular working at home arrangement is in place, at least 3 weeks' 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.

43. AMENITIES

- 43.1 The employer will provide reasonable toilet and washing facilities for the use of employees.
- 43.2 The employer will supply and maintain reasonable heating and cooling appliances for the safe and healthy functioning of the workplace.

44. WORK HEALTH AND SAFETY

- 44.1 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.
- 44.2 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 their clothing, or where required by the employer to be worn or used.
- 44.3 These items remain the property of the employer and will be maintained by the employer free of cost to the employee.

45. FIRST AID

- 45.1 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 \$17.19 per week, and this will be increased per annum in accordance with Clause 9.5.
- 45.2 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.

46. GRIEVANCE PROCEDURE

- 46.1 The organisation recognises that individual and group problems arise from time to time and the importance of quickly resolving such problems. The organisation is committed to resolving grievances through open communication and in a timely manner consistent with cooperative work practices.

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- 46.2 At all stages of the grievance process the organisation will ensure that the principles of natural justice are observed and employed.
- 46.3 At all stages of the grievance process the organisation will ensure that the privacy of all affected Employees is respected, and that confidentiality is maintained.
- 46.4 Action to resolve a grievance or dispute will commence as soon as possible after notification by the Employee or their representative of the grievance or dispute or within a time frame agreed between both parties.
- 46.5 If the grievance is unable to be resolved at the workplace and all appropriate steps have been taken above, a party to the dispute may refer it to the appropriate external process, such as the Fair Work Commission or other appropriate statutory tribunal.
- 46.6 The parties may agree on the process to be followed by the Fair Work Commission or other appropriate statutory tribunal in dealing with the dispute, including mediation, conciliation and consent arbitration.

47. DISPUTE SETTLING PROCEDURE

- 47.1 Clause 47 sets out the procedures to be followed if a dispute arises about a matter under this Agreement or in relation to the NES.
- 47.2 The parties to the dispute must first try to resolve the dispute at the workplace through discussion between the employee or employees concerned and the relevant supervisor.
- 47.3 If the dispute is not resolved through discussion as mentioned in Clause 47.2 the parties to the dispute must then try to resolve it in a timely manner at the workplace through discussion between the employee or employees concerned and more senior levels of management as appropriate.
- 47.4 If the dispute is unable to be resolved at the workplace and all appropriate steps have been taken under Clauses 47.2 and 47.3 a party to the dispute may refer it to the Fair Work Commission.
- 47.5 The parties may agree on the process to be followed by the Fair Work Commission in dealing with the dispute, including mediation, conciliation and consent arbitration.
- 47.6 If the dispute remains unresolved the Fair Work Commission may use any method of dispute resolution that it is permitted by the Act to use and that it considers appropriate for resolving the dispute.
- 47.7 A party to the dispute may appoint a person organisation or association to support and/or represent them in any discussion or process under Clause 47.
- 47.8 While procedures are being followed under Clause 47 in relation to a dispute:
- A. work must continue in accordance with this Agreement and the Act; and
 - B. an employee must not unreasonably fail to comply with any direction given by the employer about performing work whether at the same or another workplace, that is safe and appropriate for the employee to perform.
- 47.9 Clause 47.8 is subject to any applicable work health and safety legislation.

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)

.....

(Name & Position)

.....

(Signature)

.....

(Name & Position)

Date

Date

In the presence of:

In the presence of:

Witness

.....

Witness

.....

Date