

ACON

Enterprise Agreement – 2008 - 2010

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CONTEXT OF THE AGREEMENT

ACON is Australia's largest community-based gay, lesbian, bisexual and transgender health (GLBT) and HIV/AIDS organisation. **Our Mission** is to improve the health and wellbeing of the gay, lesbian, bisexual and transgender community and people with HIV, and reduce HIV transmission.

ACON's seeks:

- an end to the HIV/AIDS epidemic locally and globally;
- a healthy, resilient and inclusive GLBT community;
- a society that protects and promotes human rights as the foundation for good health.

To achieve this vision we draw expertise and assistance from employees, volunteers and our communities. One of ACON's strategic goals is to ensure we have the people, resources and culture to develop innovative programs, strong partnerships and an engaged community. We seek to recruit the best staff and management and to develop them to their fullest potential.

ACON believes that effective organisations value learning and critical reflection. We want to maintain an organisation where people value and respect one another and recognise the needs and priorities of our clients.

This is reflected in **Our Values**:

- Courage
- Empathy
- Diversity
- Equality
- Partnership
- Community

Revolutions – ACON Strategic Plan 2009-2012 provides the context for the work of the organisation.

AIM OF THE AGREEMENT

ACON as an organisation is committed to the health, safety and well being of its workers and to creating an effective, efficient and healthy workplace, which will best serve its clients and communities.

This Agreement pursues the objectives of workplace flexibility, serving the needs of our clients, balance between work and life, the management and improvement of staff performance and the provision of exciting and enjoyable work.

The parties to this Agreement recognise that this Agreement represents an opportunity to continue to maximise the efficiency of ACON and our ability to meet the needs of ACON's clients.

This Agreement aims to enable ACON to continue to develop and implement strategies that are designed to recognise and achieve continuous improvements at the workplace, and to enhance job satisfaction, security and remuneration.

The parties acknowledge that an important factor in achieving these goals is a harmonious and productive relationship between ACON, the Australian Services Union (ASU) and employees in order to ensure that employees continue to be committed to their jobs and the success of ACON.

As such, the parties to this Agreement are committed to:

- achieving the overall vision and goals of ACON;
- quality service, continuous improvement and operational efficiency;
- evaluating opportunities for change and mutual benefit to ACON and its employees; and
- maintaining good employee relations.
- maintaining staff levels and service delivery where ever possible.

OPERATION OF THE AGREEMENT

1 TITLE

This Agreement will be known as the ACON Enterprise Agreement –2008-2010.

2 Operation of the Agreement

- 2.1 This Agreement exhaustively states the terms and conditions of employment of the employees it covers, other than those prescribed by statute.
- 2.2 It is agreed that this Agreement operates to the exclusion of any and all other agreements and/or awards except where otherwise provided in this Agreement.
- 2.3 It is acknowledged that employment is subject to ACON policies and guides, as varied from time to time, pertaining to matters in this Agreement, and that they will apply in the form they are in as at the time of the relevant action or decision.

3 COVERAGE OF THE AGREEMENT

- 3.1 This Agreement applies to all of ACON's employees, other than employees who are designated Senior Manager or Executive Manager, who are:
 - (a) employed at ACON's establishments wherever located; and
 - (b) employed in classifications covered by the Social and Community Services Employees (State) Award 2001.

4 PARTIES

The following are parties to this Agreement:

- the AIDS Council of New South Wales, Inc.;
- the Australian Services Union (ASU); and
- the employees set out in clause 3 - Coverage of the Agreement.

5 TERM OF THE AGREEMENT

The term of this Agreement will be from the date of registration with the Industrial Relations Commission for a period of two years. This Agreement will continue until a new Agreement is negotiated. The parties commit to commencing negotiations within 6 months prior to the expiration of this Agreement.

6 DISTRIBUTION OF AGREEMENT

ACON will ensure that all new and existing employees who are covered by this Agreement have access to a copy of this Agreement.

7 GENERAL SAVINGS

Nothing in this Agreement will be deemed or is intended to reduce the terms and conditions of employment, or accrued entitlements to which any employee may have been entitled prior to the making of this Agreement.

ENGAGEMENT OF EMPLOYEES

8 TERMS OF EMPLOYMENT

8.1 Upon commencement of employment:

- (a) ACON will inform each employee in writing as to the terms of their employment, including method of remuneration, hours to be worked and whether they are a permanent full-time, permanent part-time, casual or fixed term employee; and
- (b) ACON will provide each employee, other than a casual or certain fixed term employee, with a position description outlining duties to be performed.

8.2 Employees must perform such work within their skill, competence and training as ACON requires.

8.3 Employees will comply with all lawful requirements of ACON in relation to its rules, regulations, policies, practices and procedures.

8.4 To meet the needs of employees and ACON, employees may be required to transfer to alternative work arrangements, (for example, minor change to duties, alternative physical location within a reasonable distance). Alternative work arrangements may be mutually agreed, however, ACON reserves the right to direct such alternative work arrangements should

agreement not be reached. A notice period of 14 days will apply to such changes.

8.5 Where significant changes to work arrangements are intended, then clause 51 – Organisational Change and Redundancy, will apply.

9 EMPLOYMENT STATUS

9.1 Permanent full-time employee

- (a) A permanent full-time employee is a person engaged on a full-time basis to work 70 hours per fortnight.
- (b) A permanent full-time employee is entitled to all the terms and conditions provided in this Agreement.

9.2 Permanent part-time employee

- (a) A permanent part-time employee is a person who works a regular pattern of days and/or hours, as agreed from time to time, being less than those hours worked per fortnight by a full-time permanent employee.
- (b) Unless stated otherwise, the provisions of this Agreement will apply to permanent part-time employees on a pro rata basis.
- (c) A permanent part-time employee is paid at the annual salary set out in Schedule A prescribed for the classification of the position

9.3 Fixed term employee

- (a) A fixed term employee is a person engaged for a specified period of time, or to perform a specified task or set of tasks.
- (b) Unless stated otherwise, the provisions of this Agreement will apply to a fixed term employee on a pro rata basis.
- (c) A fixed term employee is paid at the annual salary set out in Schedule A prescribed for the classification of the position.
- (d) Unless otherwise stated, a fixed term employee can transfer unused entitlements to a new contract.

9.4 Casual employee

- (a) A casual employee shall mean an employee employed to perform work of an irregular nature and generally short-term.
- (b) A casual employee is paid at the hourly rate set out in Schedule A prescribed for the classification of the position, which includes a casual loading of 24.6%.
- (c) A casual employee will be paid a minimum of two hours at the appropriate rate for each engagement. Casual engagements will not normally extend beyond a period of 4 weeks, after which time, alternative employment options (eg. fixed-term contract) may be considered.
- (d) A casual employee will not be entitled to any paid leave provisions in this Agreement.

10 CONTINUITY OF SERVICE

Continuous service will be calculated from the first date of employment for casual, part-time and fixed term employees where employment has been for consecutive periods with breaks of no more than two months.

RESPONSIBILITY OF EMPLOYEES

11 CONFIDENTIALITY AND NON-DISCLOSURE

Given the nature of ACON, its services and its clients, it is essential that all employees respect the confidentiality of all ACON clients, employees and ACON material and information. Specifically,

- 11.1 Employees must not reveal to any other person, any confidential information about:
- (a) the business of ACON;
 - (b) ACON employees or volunteers;
 - (c) ACON clients,

which comes to the knowledge of an employee during the course of their employment and has not been authorised by ACON for release into the public domain or specifically authorised by the client/staff member/volunteer to whom the information relates.

- 11.2 Confidential information can be provided to other staff and volunteers only with the express consent of ACON or the client/staff member/volunteer about whom the information relates and only when the information is directly relevant to the performance of the first mentioned staff member's or volunteer's duties.
- 11.3 This obligation
- (a) is subject to any legal obligation to disclose the information; and
 - (b) applies both while the employee is employed by ACON and after the employee ceases to be employed by ACON.

Breach of this provision may result in legal proceedings against the employee(s) concerned.

- 11.4 All ACON employees should be aware that under Section 17(2) of the Public Health Act 1991 (NSW), where a person acquires information, in the course of providing a service, that another person:
- (a) has been, or is required to be, or is to be tested for HIV; or
 - (b) is, or has been, infected with HIV,

that person must take all reasonable steps to prevent disclosure of this information.

Breach of this provision is an offence. As an offence ACON will not indemnify an employee against breach of this provision.

- 11.5 Further to clause 11.2, an employee must not disclose similar such information about any other ACON employee who:
- (a) has been, or is required to be, or is to be tested for HIV; or

- (b) is, or has been, infected with HIV.

12 PERFORMING NON-ACON WORK

- 12.1 An employee must, during the term of their employment, devote their full working hours and energy to the business of ACON and must not during working hours, directly or indirectly, be concerned in any capacity in any other business or organisation's activities which in the reasonable opinion of ACON may compete with, or damage, ACON's business or reputation.
- 12.2 Where an ACON employee does perform non-ACON work outside of working hours, it must be done so in accordance with ACON's Code of Conduct.

13 ADHERANCE TO POLICIES AND PROCEDURES

ACON has developed a number of policies which promote an appropriate environment and which must be adhered to by all employees.

- 13.1 Following consultation with relevant stakeholders, which may include the ASU, ACON policies may be varied from time to time. Changes will be communicated to all employees via the ACON policy communication process.
- 13.2 Copies of all of ACON's policies will be available upon request and are located on the ACON Internal Policies and Procedures database.

CLASSIFICATION STRUCTURE

14 CLASSIFICATIONS

- 14.1 Subject to additional funding, if, during the period of operation of this agreement, the hourly rates contained in the NSW SACS Award (or of any SACS award that may replace the NSW SACS Award) are increased to exceed the corresponding hourly rates in this Agreement, the Award rates will prevail over the rates provided in this Agreement.
- 14.2 Where an employee commences in or is promoted to a job in ACON, the delegate will determine salary having regard to the value of the work and capacity and performance of the employee within the specified classification.
- 14.3 On commencement, an employee will be given no less than 48 hours in which to seek advice from a third party (including their union) regarding their rights and responsibilities as outlined in this agreement and their offer of employment.
- 14.4 Attachment A sets out the structural arrangements and salaries to apply to ACON employees. Within each classification there are a number of incremental levels.

SALARIES

15 SALARIES

- 15.1 Rates of pay are set out in Schedule A of this Agreement.
- 15.2 To ascertain the equivalent fortnightly rate of the annual salary such annual rates must be divided by 26.

16 SALARY INCREASE

- 16.1 This Agreement is the third of a series of agreements in which the parties have moved progressively to ensure that the advantages of salary packaging are delivered in full to the employees. As such, this agreement is part of a longer term strategy that will preserve 100% of the benefits of salary packaging and move base gross rates of pay to being comparable with those contained in the Award. The parties are agreed that in future agreements the base gross salaries will be comparable at all pay points with the Award or relevant industry benchmark. ACON will continue to pass the benefit of salary packaging to employees achieving 100% by December 2011.
- 16.2 This agreement represents a significant milestone toward this goal and delivers gross rates of pay at an hourly rate that are superior to the gross rates in the Social and Community Services Award.
- 16.3 Upon certification, salaries will move to the base levels indicated in Attachment A with effect from 22 November 2008.
- 16.4 On 21 Nov 2009, salaries will increase by 3 per cent.

17 INCREMENTAL ADVANCEMENT

- 17.1 Employees, other than casuals, shall move from level to level within a classification after each 12 months' continuous service at that level.

18 PAYMENT OF SALARY AND SALARY PACKAGING

- 18.1 Employees will have the cash component of their salary paid fortnightly by electronic funds transfer into a nominated account with a financial institution of their choice.
- 18.2 ACON will provide each employee with a pay advice ordinarily via Employee Self Service (ESS) stating gross wage including overtime and allowances, the amount deducted for taxation purposes, particulars of other deductions including payroll deductions made for subscription to the ASU and the net amount paid. Employees who do not have access to ESS will have their pay advice mailed to the address advised by the employee
- 18.3 ACON will take all reasonable steps to ensure salaries are paid into the employee's account on the Thursday immediately prior to the end of the fortnightly pay period.
- 18.4 Subject to clause 19.1, any deductions not required by law, must be authorised in writing by the employee.

- 18.5 On termination, any outstanding salary payments will be paid on the date of termination, or as soon as practicable, and by arrangement with the employee.
- 18.6 Non-casual employees shall be paid fortnightly; eight days in arrears and two days in advance.
- 18.7 Casual employees shall be paid in arrears on the payday following the receipt of a timesheet signed by their supervisor.
- 18.8 All pay variations will be paid in arrears following receipt of proper authorisation from the appropriate delegate.
- 18.9 Upon the effective date of this agreement, payment of remuneration for employees classified as Operational 4 and above, working at least 50% of the full time equivalent, and for a period of three months or more, shall be paid in the form of cash and non-cash benefits as per ACON's Salary Packaging Guidelines. Employees so packaged will receive a \$1500 gross additional payment in the first payroll of December 2009. This payment will be prorated contingent on length and amount of packaging between 22 November 2008 and 21 November 2009.
- 18.10 Effective from the first payroll in December 2009, non-casual staff may voluntarily package their salary. All salary packaged staff, employed under this agreement, will receive a fortnightly non-cash benefit based on the maximum allowable fringe benefits tax (FBT) exemption for public benevolent institutions as follows:
- (a) Staff will receive the benefit from salary packaging at one-third of the amount packaged,
 - (b) Staff in the Administrative Classification and part-time staff whose pro-rata salary falls below the equivalent of a full-time Administrative Year 9, who are also non-packaged, will receive a once off annual bonus of \$500 (pro-rata) on the first payroll in December 2010.
- 18.11 ACON currently pays the salary packaging component to an external salary packaging provider (currently Community Sector Bank). Salary packaged staff covered by this Agreement currently access this money via a debit card. ACON will pay the monthly account fees.
- 18.12 In the unlikely event that ACON ceases to attract exemption from payment of Fringe Benefits Tax, all salary packaging arrangements will be terminated and if any individual hourly rate then falls below those contained in the current NSW SACS Award (or of any SACS Award which may replace the NSW SACS Award), the Parties will enter into immediate negotiations to ensure no individual is disadvantaged.
- 18.13 ACON has the right to vary or withdraw from a salary packaging agreement and/or withdraw from offering salary packaging in the event of amendments to legislation that are detrimental to, or increase the costs of, salary packaging arrangements.
- 18.14 In the event that ACON proposes to change salary packaging arrangements, or salary packaging arrangements are to be cancelled for

reasons other than legislative requirements, then negotiations with parties who have access to salary packaging through the Enterprise Agreement will occur.

- 18.15 Upon termination of employment, ACON may withhold any monies owed to it by an employee from any notice and/or severance payments to which the employee may be entitled.

19 SUPERANNUATION

- 19.1 ACON will contribute and otherwise act in accordance with the requirements of the Superannuation Guarantee (Administration) Act 1992 (SGAA) and all other relevant legislation affecting superannuation entitlements.
- 19.2 An employee may choose any complying superannuation fund to which ACON will make contributions. ACON is only required to accept one choice every 12 months.
- 19.3 Where an employee has not specified a superannuation fund upon to commencing work with ACON, ACON will pay superannuation for the employee into a default industry fund of its choice.
- 19.4 ACON reserves the right to review and vary the default fund.
- 19.5 Employees who elect to sacrifice a portion of their wages to the relevant superannuation fund may request that ACON make deductions from gross income under a legitimate salary sacrifice arrangement.
- 19.6 Where an employee is engaged on a salary package, payment of the superannuation guarantee charge will be calculated at the same rate as if it were paid at an equivalent cash salary.

20 HIGHER DUTIES

- 20.1 An employee who is required to perform the duties of a higher classified position will be paid at the appropriate classification, or a percentage thereof, whenever the employee has performed the duties of a higher classified position for five days or more within a two-week period. The amount of payment is to be negotiated between the employee and the delegate prior to commencement of the acting arrangements.
- 20.2 An employee will not be paid at a lower classification if required to perform the duties of a lower classification position.

21 RECLASSIFICATION

- 21.1 A continuing or fixed term general employee who is appointed to a position of greater than 12 months duration may apply for a review of the classification level of their position if there have been changes to the role. To be eligible for a review, it is generally expected that the employee will have occupied the position for a period of 12 months or more.
- 21.2 An employee wishing to apply for reclassification must complete a Reclassification Request to determine what changes to position duties and responsibilities have occurred since the last review of the position. Increased volume of work in itself is not sufficient justification for a review of the classification level of a position as it is a matter of staffing levels. In

general, neither is the fact that the employee has a skill set higher than that required for the position.

- 21.3 The Reclassification Request will be forwarded to the delegate for consideration in consultation with both the employee's immediate supervisor and Human Resources. The delegate may approve the request for reclassification; amend the application and consequently approve the request; or decline the request.
- 21.4 Grounds for refusal or deferral of an application may relate to operational considerations including:
- (a) a position will not normally be reviewed twice within a 12 month period since the last review;
 - (b) the application shows that when compared with previous documentation the duties and responsibilities of the position have not changed significantly since it was last evaluated; or
 - (c) the position is part of a proposed reorganisation or job redesign exercise to be completed within six months.
- 21.5 The employee may appeal a decision to defer or refuse an application in accordance with clause 48, Problem Solving.

ALLOWANCES

22 ALLOWANCES AND EXPENSES

ACON will reimburse all reasonable expenses incurred by an employee in the course of their duty, provided that proof of expenses is supplied and the authorised delegate has granted prior approval. This includes the reimbursement of business-related call costs in using their home telephone on behalf of ACON.

23 ON CALL ALLOWANCE

An on call allowance of \$50 per fortnight, will be paid to an employee whom ACON requires to be on call outside of their ordinary hours of work as defined in clause 27 – Hours of Work.

24 TRAVEL AND RELATED EXPENSES

- 24.1 An employee required by ACON to travel within Australia, domestically or internationally, must do so in accordance with the Allowances Policy.
- 24.2 All employees who undertake business travel will be provided with the appropriate allowances, in accordance with the reasonable travel and overtime meal allowances as determined by the Australian Taxation Office from time to time (currently TD2008/18), which they should use to pay costs incurred accommodation (except as provided in clause 24.3), out of pocket expenses and meals, both within Australia and overseas.
- 24.3 ACON reserves the right to book bulk accommodation for groups of employees in lieu of payment of accommodation allowance.

- 24.4 An employee may make a written request to the delegate for additional allowance beyond what is allowed in clause 24.2 where exceptional circumstances exist. Such a request must be made and approved in advance of the travel being undertaken or a non-refundable booking being made.
- 24.5 Where the delegate authorises an employee to use a private motor vehicle for official purposes, the employee will receive a Motor Vehicle Allowance at the rate per business kilometre as found in the regulations of the Income Tax Assessment Act (Currently Schedule1, Part 2 of the Income Tax Assessment Amendment Regulations 2008 (No. 1) (registered 20/03/2008)).
- 24.6 An employee required to work until or beyond 10.00 pm will be entitled to access to safe travel home, eg taxi voucher.

25 FIRST AID

If an employee holds a current first-aid and is required by ACON to perform first-aid duty, the employee will be paid an allowance at the rate of \$17 per fortnight.

AMENITIES

26 AMENITIES

ACON will provide, where practicable:

- (a) reasonable toilet and washing facilities;
- (b) reasonable heating and cooling for the safe and healthy functioning of the workplace;
- (c) reasonable kitchen and staff amenities;
- (d) a rest area for employees;
- (e) space for a union/staff notice board.

27 HOURS OF WORK

While ACON's standard hours of work for full-time employees are 70 hours per fortnight, ACON is committed to a system of flexible working hours negotiated between full time and part time staff and their manager with the aim of providing the best possible service for our clients while allowing staff a degree of flexibility in how they work and the hours contracted. Managers shall not refuse reasonable requests by staff in relation to flexible working hours. Managers and employees will ensure that flexible working arrangements in this Agreement are used to achieve working patterns which provide a balance between work and personal lives, identify opportunities for improved productivity, and minimise the need for employees to work hours in excess of their ordinary hours.

- 27.1 Standard hours of work for full-time employees are 70 hours per fortnight. Leave accruals and deductions; deductions for unauthorised absences; and calculations relating to overtime and part-time hours will all be based on a standard fortnight of 70 hours.
- 27.2 An employee can negotiate their ordinary hours of work with their manager, subject to the need for:

- (a) A written agreement between both parties
 - (b) accountability for the hours worked
 - (c) high quality client service and team operation
- 27.3 On average, a full time employee is expected to work 70 hours per fortnight.
- 27.4 The span of hours of work is the usual period during which an employee works ordinary hours. ACON's span of hours is between 8.00am to 10.00pm, Monday to Friday. In most cases, ordinary hours fall within these hours. An employee may elect to regularly work their hours outside the span of hours with the agreement of the relevant manager (unless the employee is a shift worker), but these hours will be counted as ordinary hours.
- 27.5 Where an employee is required to work regularly on Saturday or Sunday, between the hours of 8.00am and 10.00pm, this will be noted in the job description and/or contract of employment and shall be counted as one ordinary hour for each hour worked for the purposes of calculating hours worked.
- 27.6 Where an employee is required to work regularly outside of 8.00am-10.00pm, it shall be noted in the job description and/or contract of employment and shall count as 1.5 hours for each hour worked for the purposes of calculating ordinary hours worked per fortnight.
- 27.7 A manager and an employee may agree to vary or renegotiate these hours from time to time.
- 27.8 A part-time employee is one who works a regular pattern of days and/or hours, as agreed from time to time, being less than the standard hours, that is, less than 70 hours per fortnight.
- 27.9 Part-time employees will work the hours designated for the job.
- 27.10 A part-time employee and their manager may agree to vary regular hours of work. Such variations must be appropriately documented.
- 27.11 Remuneration and other benefits, such as leave, will be calculated on a pro rata basis unless otherwise stated, apart from those allowances of a reimbursement nature, where part-time employees will receive the same amount as full-time employees.
- 27.12 Employees who work part-time will generally not be required to work outside their agreed hours and pattern of work without agreement. Part-time employees will be paid for any additional hours outside their agreed hours and pattern of work.
- 27.13 Part-time employees do not accrue TIL.
- 27.14 A manager may request a part time employee to work hours additional to those specified in the contract of employment or job description. Additional hours worked will be paid at their ordinary rate of pay up to a maximum of 70 hours per fortnight, subject to clauses 27.4 and 27.5.

Where there is mutual agreement flexible working hours may be arranged instead.

- 27.15 Although there are no barriers to part-time work, agreement to applications for regular part-time work or job sharing will be subject to operational requirements and will consider the personal circumstances of the employee.
- 27.16 The part-time work agreement must document the agreed date of commencement and the date of expiration of the arrangements, and the agreed pattern of work and hours, at a minimum. These arrangements may be varied only by mutual agreement and must be appropriately documented if varied.
- 27.17 The employee will revert to full-time work at the conclusion of their part-time work agreement or earlier, as agreed between the employee and their manager.
- 27.18 While working under the part-time agreement, remuneration and other benefits will be calculated on a pro rata basis, apart from those allowances of a reimbursement nature.
- 27.19 A full-time employee will not be required to convert to part-time hours without their agreement.

- 27.20 Where an employee is rostered, their ordinary hours of work should be displayed on a roster, and should allow a reasonable notice period of not less than 2 weeks, prior to the commencement of the roster.
- 27.21 A roster may be changed by mutual agreement between the employee and ACON at any time, to enable the services of ACON to continue.

28 Timekeeping

- 28.1 The standard full-time hours of work are 70 hours per fortnight or 7 hours per day. This only applies to the days you are at work. During those days where you are not actually at work (for example, public holidays, or periods of approved leave, etc) you will record 7 hours a day on your time sheet for the purposes of calculating hours worked within a fortnight. You and your manager may agree on an alternative pattern of hours, subject to hours of work averaging 70 hours per fortnight.
- 28.2 Employees will record their actual time of arrival and departure and any breaks on their timesheet.
- 28.3 Where a manager requires the employee to travel to a location other than the usual place of employment, additional travel time will be considered as paid work time.
- 28.4 Unless otherwise specified, a full time employee may work more or less than the required 70 hours at the end of a fortnight. Where hours worked and/or taken as leave do not equal 70 at the end of a fortnight:
 - (a) In the case of excess hours above 70 hours, the employee will record the additional hours as Time in Lieu (TIL); or

- (b) In the case of the hours worked equalling less than 70 hours, the employee will apply for the necessary hours of Time Off in Lieu (TOIL) to equal 70 hours, and record the same on the timesheet.
- 28.5 Managers are responsible for ensuring that employees do not continue to build excessive TIL with no opportunity to access TOIL. It is important that managers and employees recognise and accept their mutual responsibility to integrate the management of working hours and leave planning, including flexible working arrangements, into the overall approach to business and workforce planning.
- 28.6 Where an employee is required to work to a set roster or within fixed times, the manager will ensure that choice and flexible options for the employee are established within the roster or fixed times.

29 OVERTIME

ACON views that employees regularly working hours in addition to their ordinary hours of work may compromise the health of employees and the organisation and is a management issue. However, in the interests of meeting unforeseen work requirements, overtime may from time to time, be required. Overtime hours are not paid hours, but accumulated as Time in Lieu except for part-time employees as per clause 27.14.

- 29.1 Overtime may only be worked at the specific request of the manager.
- 29.2 A manager must give the employee 24 hours' notice that overtime is required, unless in an emergency situation or otherwise by agreement.
- 29.3 Where a manager requires an employee to work overtime, the employee may decline to work overtime only where it is unreasonable to work such overtime.
- 29.4 In lieu of payment for overtime worked, a full-time employee is entitled to time off in lieu (TOIL) equivalent to 1 hour for each additional hour worked, subject to clause 27.7 for part-time staff, except for time worked;
 - (a) After 10.00pm and/or before 8.00am, where not specified as required in the job description or contract of employment. Each of these hours will count as 1.5 hours time in lieu; or
 - (b) On weekends, where not specified as required in the job description or contract of employment. Each of these hours will count as 1.5 hours time in lieu; or
 - (c) On a Public Holiday. Each of these hours will count as 1.5 hours time in lieu.
- 29.5 Where an employee is called to work after leaving the place of employment, the minimum period of TIL or payment for such work will be two hours at the relevant rate.
- 29.6 Accrued TOIL should be taken as soon as practicable after the hours have been worked.
- 29.7 An employee may not hold a balance of more than 28 hours accrued time in lieu except during periods of peak activity as declared per clause 29.8.

If an employee's accrued time in lieu is at, or approaching the amount of 14 hours, the employee and their manager will agree on a time frame for taking the leave.

- 29.8 The delegate may declare in writing a period of peak activity for the organisation or a section of the organisation. During such a period, employees who are affected by the declaration may accrue TIL in excess of the 28 hour limit.
- 29.9 It is expected that employees will take the excess accrued TIL as soon as operationally possible after the end of the declared period.
- 29.10 Authorised time in lieu will be paid out on termination of employment. Employees are to take all reasonable steps to clear all untaken time in lieu leading up to termination, subject to operational requirements.
- 29.11 Records of all time in lieu owing to employees and taken by employees will be maintained by ACON.

30 ADDITIONAL TRAVEL TIME

Where a manager requires the employee to travel to a location other than the usual place of employment, additional travel time will be considered as paid work time.

31 MEAL AND REST BREAKS

- 31.1 An employee will not be required to work more than 5 hours without a meal break of at least 30 minutes.
- 31.2 Periods of 10 minutes will be allowed for morning and afternoon tea.
- 31.3 Employees required to continue work after their normal ceasing time must have a rest period of ten (10) consecutive hours before starting work again.

LEAVE

Further detail relating to all forms of leave is provided in the ACON Leave Policy.

32 ANNUAL LEAVE

- 32.1 A full time employee is entitled to 20 days annual leave accruing daily and credited fortnightly., in accordance with the Annual Holidays Act 1944. Accrued entitlements may be taken at any time, at either half or full pay, subject to operational requirements and the approval of the manager. Any unused annual leave accumulates. Annual leave counts as service for all purposes.
- 32.2 A leave loading of 17.5 % of the employee's ordinary weekly rate of pay will apply for the period of the leave.
- 32.3 On termination of employment by either party for reason other than misconduct, an employee is entitled to be paid annual leave loading on annual leave accrued. Where termination is for reason of serious or wilful misconduct, annual leave loading will not be paid.

- 32.4 Permanent employees may elect in writing to purchase from one to four whole weeks additional leave once every 12 months, subject to operational requirements and the approval of the manager. Employees will have an amount deducted from their fortnightly salary over a specified number of pay periods (not greater than 26), dependent on the number of weeks of leave purchased and the employee's salary.
- 32.5 All purchased leave must be taken within twelve months of election. In the event that the employee does not take the leave, the employee will be reimbursed for the untaken purchased leave in a lump sum.
- 32.6 Elections cannot be altered within the twelve-month period.
- 32.7 Withdrawal from the scheme prior to taking any purchased leave will result in any balance remaining being paid to the employee in a lump sum payment.
- 32.8 Withdrawal from the scheme after taking any purchased leave, but prior to repaying the full amount, will result in any balance remaining being deducted from the employee in a lump sum payment, if terminating, or otherwise over an agreed period.
- 32.9 An employee who purchases leave will be expected to use all accrued annual leave plus the purchased leave within the period covered by the purchased leave election.
- 32.10 Purchased leave may be taken at half pay, subject to operational requirements and the approval of the manager, and must be taken in blocks of whole working weeks.
- 32.11 Purchased leave does not attract a leave loading.
- 32.12 Purchased leave counts as service for all purposes. The employee's salary for superannuation purposes continues to be their full-time salary.
- 32.13 An employee who ceases employment with ACON will be paid for any unused annual leave. Payment will be calculated using the employee's current rate of pay.

33 LONG SERVICE LEAVE

- 33.1 An employee is entitled to accrue long service leave at the rate of three months for every ten years service.
- 33.2 A permanent employee with at least five years of continuous service will be entitled to take accrued long service leave up to six weeks. Such leave must be taken in blocks of whole calendar weeks. Pro rata long service leave accrued for between five and ten years service cannot be taken until the employee has 10 or more years continuous employment.
- 33.3 On retirement or termination, a permanent employee will be entitled to be paid long service leave after five years of service on a pro-rata basis of three months for every ten years service, except where termination is for reason of serious or wilful misconduct, pro rata long service leave accrued for between five and ten years service will not be paid.

- 33.4 In all other respects, an employee is entitled to long service leave in accordance with the Long Service Leave Act 1955.

34 PUBLIC HOLIDAYS

- 34.1 A full-time employee is entitled to all gazetted public holidays without loss of pay except when on leave without pay.
- 34.2 A permanent part-time employee or fixed term employee is entitled to a public holiday without loss of pay when the public holiday falls on days which the employee would ordinarily have worked as a part of their ordinary hours.
- 34.3 Casual employees are not entitled to any payment for public holidays unless the casual employee works the holiday.

35 NATIONAL DAYS, CULTURAL OR RELIGIOUS DAYS OF SIGNIFICANCE.

An employee is entitled to take up to ten days as national days, cultural or religious days of significance. These days are to be nominated, and can be taken as annual leave or special leave.

36 PERSONAL LEAVE

- 36.1 Employees will have access to 12 days personal leave annually to be used, with the approval of their manager, when they are absent:
- (a) due to personal illness or injury; or
 - (b) for short term caring purposes of an occasional and non-enduring nature; or
 - (c) to provide support for family members.
- 36.2 Personal leave will be credited on an employee's commencement and on each subsequent anniversary of their commencement. Personal leave is cumulative but will not be paid out on termination. Personal leave counts as service for all purposes.
- 36.3 Proof of illness or injury must be furnished through a medical certificate after absence from normal duties for three or more consecutive days.
- 36.4 An employee will take all reasonable steps to notify their manager of an absence and of the likely duration of the absence. Where possible this notification will be given within 3 hours of the beginning of the absence.
- 36.5 If the full period of personal leave is not taken in any year, such portion as is not taken will be cumulative up to 60 days.
- 36.6 Employees will not be paid unused portions of personal leave upon termination of employment.
- 36.7 Provided that a medical certificate is supplied, an employee's annual leave will be re-credited if the employee takes personal leave during annual leave.
- 36.8 Where a permanent employee has exhausted their personal leave, they may request up to thirty-five hours sick leave in advance.

- 36.9 For fixed-term employees, three days personal leave will be credited on commencement for the first three months and then at 1 day each month thereafter. For part-time fixed-term employees, these apply on a pro-rata basis.
- 36.10 When a fixed-term employee completes 12 months continuous service with ACON, personal leave will then be credited as for permanent employees.
- 36.11 Where an employee undergoes a medical or surgical intervention that may require a period of leave in excess of their current entitlement, the employee may submit a request for additional support. The support offered will not generally exceed 50 days and is at the discretion of management. This entitlement is not cumulative.
- 36.12 An employee with a chronic illness seeking extended sick leave may be granted leave without pay if sick leave and other additional sick leave are not available.
- 36.13 Employees with a chronic or ongoing medical condition requiring regular medical intervention or resulting in a fluctuating state of health (eg HIV/AIDS, HCV), having exhausted their current personal leave, will be granted up to 20 days of the entitlement under clause 35.8 each year as additional personal leave to be used in accordance with the conditions outlined in clause 36, Personal Leave. This entitlement is not cumulative and expires when the employee's personal leave entitlement is credited..
- 36.14 In the event of the death of a family member as defined in clause 37.1(c)(2) of this Agreement, an employee may access five days personal leave, subject to available leave entitlement, in addition to the five days of bereavement leave available, for a total of ten days leave possible on each occasion.

37 Use of personal leave for caring purposes

37.1 Carers Leave

- (a) An employee other than a casual employee, with responsibilities in relation to a person set out in clause 37.1(c) who needs the employee's care and support, will be entitled to use any current or accrued personal leave entitlement under clauses 35.1 and 35.4 – Use of Sick Leave, to provide care and support for such persons when they are ill.
- (b) The employee will, if required, establish either by production of a medical certificate or statutory declaration, the illness of the person concerned and that the illness is such as to require care by another person. In normal circumstances, an employee must not take carer's leave where another person has taken leave to care for the same person.
- (c) The entitlement to use personal leave in accordance with this sub clause is subject to:

- (1) the employee being responsible for the care or support of the person concerned; and
- (2) the person concerned being:
 - (A) a partner, who for the purposes of this paragraph includes a same or other sex partner, de facto partner or spouse of the employee; or
 - (B) a child or an adult child (including an adopted child, a step child, a foster child or an ex-nuptial child), parent (including a foster parent and legal guardian), grandparent, grandchild or sibling of the employee or partner of the employee; or
 - (C) a relative of the employee who is a member of the same household, where for the purposes of this paragraph:
 - (i) "relative" means a person related by blood, marriage or affinity;
 - (ii) "affinity" means a relationship that one partner, has to blood relatives of the other; and
 - (iii) "household" means a group living in the same domestic dwelling; or
 - (D) a close friend.
- (d) An employee will, wherever practicable, give ACON prior notice of the intention to take leave, the name of the person requiring care and that persons relationship to the employee, the reasons for taking such leave and the estimated length of absence. If it is not practicable for the employee to give prior notice of absence, the employee will notify ACON of such absence at the first opportunity on the day of absence.

38 BEREAVEMENT LEAVE

- 38.1 A permanent employee will be entitled to 5 days' paid leave for each bereavement of a significant other. A significant other is defined in clause 37.1(c)(2), Carers Leave.
- 38.2 Reasonable evidence of the reason for this leave will be provided to ACON on request.

39 SPECIAL LEAVE

- 39.1 A permanent employee will be entitled to a maximum of 5 days paid special leave per year to utilise for personal purposes as required. For the purposes of calculating Special Leave, a year is from 1 February – 31 January.
- 39.2 Special leave must be utilised to cover: the declared shut-down period around the Christmas Day and New Year's Day period when ACON offices are closed. Employees who have exhausted their special leave may take annual leave or leave without pay during the shut-down period.

- 39.3 Where an employee is required to work the days between Christmas Day and New Year's Day, the employee will be entitled to have those days at another time within the next month.
- 39.4 Except as provided for in clause 39.3, Special Leave days cannot be carried from one year to another and will not be paid out on termination.

40 LEAVE WITHOUT PAY

- 40.1 On application by an employee, and subject to ACON's business needs, ACON may grant the employee leave without pay for any purpose.
- 40.2 In the first twelve months of service, leave without pay will not exceed five days.
- 40.3 No entitlements accrue during periods of leave without pay.
- 40.4 Leave without pay will not be available unless the employee has first exhausted any accumulated Annual Leave or Long Service Leave.
- 40.5 For periods of leave without pay of 12 months or longer, ACON cannot guarantee the return of the employee to the same position, but undertakes to place the employee in a position at the same or equivalent level.

41 SECONDMENTS

- 41.1 Secondment will be defined as taking up a temporary position in an organisation other than ACON for the purpose of professional development and/or the development of partnerships.
- 41.2 On application by an employee, and subject to ACON's business needs, ACON may approve a specific secondment that will bring mutual benefits to the employee and ACON
- 41.3 Ordinarily a period of secondment will not exceed twelve months. This period may be extended with the specific agreement of ACON. Where a secondment is for more than 12 months the staff member may be required to relinquish their substantive position and return to ACON in another role but at the same level.
- 41.4 Unless otherwise agreed by ACON and the seconding agency, no entitlements accrue during periods of secondment, other than continuity of service for long service leave and parental leave purposes.
- 41.5 Other forms of leave available to the employee do not have to be exhausted in order to take up a secondment.

42 JURY LEAVE

- 42.1 Where an employee is required to attend jury service during ordinary working hours, ACON will reimburse an amount equal to the difference between the fee paid by the court and the employee's ordinary pay for the day(s), where the fee paid is less.

- 42.2 The employee will notify their manager of the date of jury service as soon as possible and will provide evidence of attendance, duration of attendance and the amount of the fee paid by the court.

43 EDUCATION LEAVE

ACON recognises that education is offered in diverse ways. This may affect the way in which education leave is taken and due consideration will be given to new circumstances as they arise. ACON's Education Policy provides clear guidelines for this.

- 43.1 A full-time permanent employee will be entitled to a maximum of 112 hours per year to complete courses of study approved by ACON. The actual hours approved will depend on study time required by the employee and work requirements.
- 43.2 Unused leave will not accrue beyond the calendar year and will not be paid out on termination.
- 43.3 Leave may be utilised as required by the employee and subject to work requirements.

An employee will be entitled to additional paid leave to attend examinations approved by ACON. Leave will cover reasonable travel time and duration of examination.

44 PARENTAL LEAVE

- 44.1 An employee is entitled to parental leave in accordance with the Industrial Relations Act 1996. Subject to clause 44.2 such leave is unpaid.
- (a) Unpaid parental leave is available to care for a new born or newly adopted child. The employee will be entitled to leave without pay for parental purposes in accordance with the provisions of the Industrial Relations Act 1996 (NSW). Fifty-two weeks parental leave can be taken in relation to the birth or adoption of the child.
 - (b) Employees with no less than 12 months continuous service are entitled to unpaid parental leave.
 - (c) Unpaid parental leave does not count as service for any purpose.
- 44.2 Paid parental leave is available to an employee with no less than 12 months continuous service when acting as the primary caregiver for a new born or newly adopted child. The employee will be entitled to 18 weeks paid parental leave to be taken in accordance with the provisions of the Industrial Relations Act 1996 (NSW).
- (a) An employee who is entitled to parental leave in clause 44.1 is entitled to 18 weeks paid leave in addition to any other paid leave entitlement or accrual to run concurrent with any period of parental leave. Such leave is to be taken in one continuous period. An employee is entitled to 18 weeks paid leave only once in a 12 month period.

- (b) Paid parental leave (or any other paid leave taken) must run concurrent with, and forms part of, the parental leave entitlement outlined in 44.1 above.
- (c) A period of paid leave under clause 43.2 must be commenced within 12 weeks on either side of the expected date of birth.
- (d) In order to provide more flexible administration of paid parental leave, the employee may request payment at half the employee's ordinary rate of pay for twice the period of the paid leave entitlement.
- (e) Where practicable and subject to the agreement of management, a permanent full-time employee may return to work on a permanent part-time basis.
- (f) ACON agrees in principle that upon passage of the federal government's proposed paid maternity leave scheme, the paid parental leave for primary caregivers will be increased from 18 weeks to 26 weeks subject to there being no increase in cost to ACON over the current scheme.
- (g) In the case of employees eligible under the federal government's maternity leave scheme, ACON will pay the employee an amount equal to the difference between the amount paid by the government and the employee's ordinary pay for the period, where the government payment is less.
- (h) ACON will also pay superannuation equal to the difference between the any superannuation paid by the government and the employee's ordinary superannuation for the period, where the government payment is less.
- (i) In the case of employees who are not eligible for the federal government's scheme, ACON will pay the employee their ordinary pay and superannuation for the period.
- (j) An employee is unable to access personal leave while on paid maternity leave.

44.3 Employees with no less than 12 months continuous service who are not acting as the primary caregiver are entitled to ten days of paid parental leave which must be taken within four weeks of the birth of the child. This leave counts as service for all purposes.

45 EMERGENCY CHILD CARE

45.1 Under normal circumstances, employees are expected to make regular and appropriate childcare arrangements to cover scheduled childcare needs such as school holidays, etc. Where this is impossible due to short notice or an emergency, employees may make use of emergency childcare.

45.2 Where an employee has work obligations preventing the use of entitlements outlined in clause 37 to cover an unexpected or unplanned

childcare need and with the prior agreement of the manager, the employee may bring any child(ren) needing care to the workplace. This clause should only be activated in exceptional circumstances and the employee must take all responsibility for the child(ren)'s safety and wellbeing whilst on the premises and must also ensure that the confidentiality of ACON's business is not compromised by having child(ren) on the premises.

- 45.3 If the manager believes that the nature of the work obligations are such that they prevent the placing of the child(ren) in the workplace, but still requires the employee to attend work, ACON will reimburse the employee for reasonable childcare expenses incurred upon receipt of a valid tax invoice.

EMPLOYEE DEVELOPMENT

46 PERFORMANCE MANAGEMENT

- 46.1 ACON is committed to recognising employee contributions to achieving its outcomes and to celebrating organisational performance. Assessment of individual and organisational performance through the ACON Performance Management Program will link individual and organisational performance.
- 46.2 Managers will provide regular feedback on performance as part of the performance management feedback processes and will deal promptly and fairly with issues.
- 46.3 In order to manage and improve work performance, all permanent employees will take part in the ACON Performance Management Program.
- 46.4 Guidelines for the program will be easily accessible to all employees.

47 LEARNING AND DEVELOPMENT

- 47.1 ACON is committed to ensuring staff receive appropriate opportunities for learning and development to become better qualified and competent to carry out their current and future responsibilities in the organisation. Learning and development resources will therefore be allocated based on organisational priorities and individual development needs.
- 47.2 The ACON Performance Management Program makes provision for the identification of learning and development needs and the planning of learning activities to meet those needs. Each employee, in consultation with their manager, will identify their learning and development needs and specific learning options.
- 47.3 All employees will continue to be engaged in the ACON Performance Management Program and develop an Individual Learning and Development Plan Agreement with their manager.

- 47.4 Employees working directly with clients and their issues may be eligible for up to four externally facilitated group support sessions annually. The manager, in consultation with the Director, may authorise individual support, including the Employee Assistance Program, where group support is unavailable or inappropriate.
- 47.5 From time to time, the Director of Operations will identify specific learning and development programmes, designed to build essential organisational capabilities.

ASU Training and Meetings

- 47.6 An employee nominated by the ASU will be entitled to 5 days paid leave per annum to attend union training courses. Attendance will be at the convenience of ACON. An employee will give at least 2 weeks notice of attendance at such courses.
- 47.7 ACON will pay staff to attend a 1 hour Union meeting four times per year.

EMPLOYEE RELATIONS

ACON recognises that situations will arise requiring management to intervene in order to ensure the workplace is safe and harmonious and the services provided to ACON's clients are of a high standard. The nature of the action taken will vary depending on the situation in question.

48 PROBLEM SOLVING

ACON encourages discussion between individuals and/or their managers to resolve problems at the most informal level. A problem can be resolved in a variety of ways. At each step, the individual who is to resolve the matter should consider whether they have the skills to resolve the matter themselves; whether they should seek advice from their manager or Human Resources; whether the use of a third party to facilitate resolution (either within or outside of ACON) can assist.

- 48.1 Informal procedures emphasise resolution rather than factual proof or substantiation of a complaint. Where the problem is between two or more individuals, the individuals should, at first, attempt to resolve it themselves.
- 48.2 Should the matter remain unresolved, or where discussion between the individuals is not appropriate, the following procedure will apply:
 - (a) The aggrieved employee(s) will first discuss the matter with their immediate supervisor who will attempt to resolve the matter. The parties are entitled to have another employee or other support person present.
 - (b) Should the matter remain unresolved, or where discussion with the immediate supervisor would be inappropriate, the employee(s) will notify their Manager or Director of the problem, who will attempt to resolve the matter. The parties are entitled to have a support person or union representative present.

Formal Procedures

- (c) Should the matter remain unresolved, the problem will go to the Director of Operations. Once the matter has reached this point, it is deemed to be a formal grievance and must be put in writing to the Director of Operations, who may nominate a person to handle the grievance. The relevant parties will confer and attempt to reach a settlement. The parties are entitled to have a support person or union representative present.
 - (d) If the problem is with the Director of Operations then the written grievance will go to the Chief Executive Officer of ACON, who may nominate a person to handle the grievance. The relevant parties will confer and attempt to reach a settlement. The parties are entitled to have a support person or union representative present.
- 48.3 While the above procedure is being followed, work will continue normally unless otherwise directed by management. Nothing in this clause will be taken to limit ACON's right to summarily dismiss any employee for misconduct justifying instant dismissal.
- 48.4 Where appropriate, employees may access the employee assistance program (EAP).

49 DISCIPLINARY PROCEDURE

In any organisation, there is a need for rules and standards that are applicable to all employees. It is important that these rules and standards are fully understood and observed. Except where misconduct warrants summary dismissal, fair warning will be given before disciplinary proceedings (which may include termination of employment) are imposed. At all stages, the employee must be given an opportunity to respond to or explain perceived unsatisfactory performance. Disciplinary matters are to be dealt with as quickly as possible.

49.1 Informal action

- (a) Concerns about an employees conduct and/or work performance can be resolved by routine supervision on an informal basis by an immediate supervisor or manager.
- (b) The supervisor or manager will make clear the standard of conduct that is expected of the employee. Any assistance such as training, provision of appropriate resources or support should be identified and provided.
- (c) The supervisor or manager may choose to make a note of the discussion, which will not be included on any personal files at that time.

49.2 Formal action

- (a) Where concerns about an employee's conduct and/or work performance have not been resolved under routine supervision, or where routine supervision may not be appropriate, formal disciplinary action may be taken by ACON. All formal disciplinary action must be documented.

- (b) An employee must be informed in advance that they are required to attend a disciplinary meeting. At the disciplinary meeting, the employee must be provided with documentation stipulating the unsatisfactory behaviour. The employee must then be given time to formally respond to the allegations (for example, 24 hours) after which the meeting is to reconvene.
- (c) Once the employee's response has been considered and formal action is to be taken, the formal action must be documented and must state the period of time after which the employee's behaviour will be reviewed. Any assistance such as training, provision of appropriate resources or support should be identified and provided. The documentation should also state that failure to improve performance or cease the conduct of concern may result in further disciplinary action, including termination of employment. The employee should be asked to sign the documentation and it should be placed on their personal file.

49.3 Written warning

- (a) A written warning may be issued in certain circumstances. A written warning must advise the employee to improve performance or cease the conduct of concern and that failure to do so may result in further disciplinary action, including termination of employment. Written warnings will be recorded on the employee's personnel file.
- (b) If serious misconduct justifying summary dismissal occurs, the above procedure may not necessarily be followed.

49.4 Personal file documentation

- (a) Any documentation in respect of disciplinary or poor performance matters placed on an employee's personnel file must be known to the employee and where possible, signed by the employee.
- (b) All disciplinary or poor performance documentation, other than that relating to serious misconduct, will be removed from an employee's personnel file after 12 months if there has been no recurrence of the behaviour within that 12 months.

49.5 Suspension

An employee may be suspended with pay pending an inquiry or decision on a particular case. This may occur when an incident, usually warranting instant dismissal, has occurred and it is not appropriate for the employee to continue working until inquiries are complete.

49.6 Dismissal

If there is any further breach after a written warning has been issued, the employee may be dismissed from employment.

49.7 Summary dismissal

Following appropriate investigation, where ACON reasonably believes that an employee's misconduct is so serious as to justify summary dismissal, the employee's employment will be terminated without the giving of notice

(or payment in lieu). Examples of misconduct that may justify summary dismissal can include, but are not limited to, the following:

- (a) stealing from ACON, its clients or employees;
- (b) misappropriation of ACON's funds or a deficiency resulting from such misappropriation;
- (c) breach of trust relating to money;
- (d) breach of confidentiality;
- (e) falsifying details included in a job application;
- (f) falsifying workers compensation or insurance claim;
- (g) fighting or attempting to injure others;
- (h) being intoxicated or affected by illegal drugs while at work, or in possession of illegal drugs while at work;
- (i) being affected by alcohol or illegal drugs whilst driving an ACON vehicle;
- (j) serious breach of ACON's policies and procedures
- (k) unauthorised possession of an offensive weapon in the workplace;
- (l) wilful destruction of ACON's property;
- (m) wilful violation of ACON's safety rules;
- (n) wilful disobedience of ACON's reasonable and lawful directions;
- (o) sabotage;
- (p) breach of legislation resulting in a criminal offence;
- (q) unlawful conduct occurring outside of work which damages the reputation and good standing of ACON.

49.8 ACON acknowledges that there may be instances where an employee subject to disciplinary or performance proceedings may legitimately discuss confidential information pertinent to their case with their advocate.

ACON will, subject to its legal obligations and where appropriate, take into account all information which an employee wishes to provide in the course of disciplinary proceedings or proceedings arising due to poor performance.

50 TERMINATION OF EMPLOYMENT

50.1 The employment of a permanent full-time or part-time employee may be terminated by ACON with the provision of written notice (or payment in lieu based on salary) in accordance with the following table:

Period of Continuous Service	Notice Period	
	Under 45 years	45 years and over
Less than 1 year	1 week	2 weeks
1 year and less than 3	2 weeks	3 weeks

years		
3 years and less than 5 years	3 weeks	4 weeks
5 years and over	4 weeks	5 weeks

- 50.2 Employees may terminate employment by giving two weeks written notice or forfeiture of two weeks pay in lieu of notice unless otherwise agreed with the delegate.
- 50.3 An employee with more than 2 months service will upon termination of employment, on request, be given a certificate of service in writing. This document will contain information as to the nature and period of employment.
- 50.4 Nothing contained in this clause will affect ACON's right to dismiss an employee without notice for misconduct justifying summary dismissal.

51 ORGANISATIONAL CHANGE AND REDUNDANCY

ACON is committed to introducing change in an effective manner in which all involved parties are given appropriate opportunities to understand and contribute to change. As a commitment to this, ACON's Organisational Change Policy will be used at these times to support the introduction of significant change.

51.1 Introduction of change

- (a) Where ACON has made a definite decision to introduce changes in production, program, organisation, structure or technology that are likely to have significant effect on employees of ACON it will notify the employees who may be affected by the proposed changes and the ASU.
- (b) "Significant effects" includes, but is not restricted to, termination of employment, major changes in composition, operation or size of ACON's workforce or in the skills required, the elimination or diminution of job opportunities, or job tenure.
- (c) Provided that where this Agreement makes provision for alteration of any or all of the matters referred to herein, an alteration will be deemed not to have "significant effects".

51.2 Discussions before termination

- (a) Where an employer has made a definite decision that they no longer wish the job the employee has been doing to be done by anyone, the employee may be terminated for redundancy.
- (b) An employee will not be terminated for redundancy without ACON first examining the possibility of alternative employment.
- (c) A period of annual leave, long service leave entitlement or leave without pay must be considered where continued employment is not immediately available but it is known that it will become available in due course.

- (d) Where alternative employment is not available an employee may be terminated as a result of a redundant position.

51.3 Preferential employment

- (a) An employee whose position is proposed to be made redundant will be given preference when applying for a vacant position with ACON.
- (b) Clause 51.3(a) will not apply if the employee has been retrenched and received severance pay.
- (c) Clause 51.3(a) will only apply to employees with more than 12 months continuous service.

51.4 Employee leaving during notice

A redundant employee may terminate their employment during the period of notice without loss of severance payments. The employee will not be entitled to payment for the notice period not worked.

51.5 Time off during notice period

An employee will be entitled to one day per week during the period of notice for the purpose of seeking alternative employment. If more than one day is required the employee must produce proof of employment-seeking activity.

51.6 Incapacity to pay

Where ACON has insufficient funds to provide severance payments for a particular redundant position ACON can apply to the Industrial Relations Commission of NSW to seek exemption in whole or part from payment.

51.7 Provision of alternative employment

Where ACON is able to offer suitable alternative employment, no redundancy payment will be payable to the employees affected.

52 SEVERENCE TABLE

Length of continuous service by employee	Rate for calculation of amount of severance payment	
	If employee under 45 years of age	If employee 45 or more years of age
Less than 1 year	NIL	NIL
1 year and more but less than 2 years	4 weeks' pay	5 weeks' pay
2 years and more but less than 3 years	7 weeks' pay	8.75 weeks' pay
3 years and more but less than 4 years	10 weeks' pay	12.5 weeks' pay
4 years and more but less than 5 years	12 week's pay	15 weeks' pay
5 years and more but less than 6 years	14 week's pay	17.5 weeks' pay

6 years and more

16 weeks' pay

20 weeks' pay

53 CONSULTATION BETWEEN ACON AND THE ASU

The parties are committed to meeting wherever required or upon the request of either party.

54 NO FURTHER CLAIMS

It is a term of this Agreement, that the ASU and employees undertake that they will not pursue any extra claim.

SIGNATORIES

Signed for and on behalf of the AIDS Council of New South Wales Inc.

Signature: Date:

Name and position:.....

Signed for and on behalf of ACON employees:

Signature: Date:.....

Name and position:.....

Signed for and on behalf of the Australian Services Union:

Signature: Date:.....

Name and position:.....

SCHEDULE A.

ACON Classifications and Salaries

Classification	Yr	Previous Agreement	Salary rates effective on certification (backdated to 22 Nov 08)	Salaries effective 21 November 2009
Admin (Equivalent to Social and Community Services Employees (State) Award Grades 1-2)	1	\$ 27,182.54	\$ 27,999.00	\$ 28,839.00
	2	\$ 27,974.84	\$ 28,815.00	\$ 29,680.00
	3	\$ 29,062.92	\$ 29,935.00	\$ 30,834.00
	4	\$ 30,194.53	\$ 31,101.00	\$ 32,035.00
	5	\$ 31,371.41	\$ 32,313.00	\$ 33,283.00
	6	\$ 32,901.35	\$ 33,889.00	\$ 34,906.00
	7	\$ 34,507.78	\$ 35,544.00	\$ 36,611.00
	8	\$ 36,531.89	\$ 37,628.00	\$ 38,757.00
	9	\$ 38,677.44	\$ 39,838.00	\$ 41,034.00
Operational (Equivalent to Social and Community Services Employees (State) Award Classifications 3-4)	1	\$ 36,793.74	\$ 37,898.00	\$ 39,035.00
	2	\$ 37,896.64	\$ 39,034.00	\$ 40,206.00
	3	\$ 39,033.54	\$ 40,205.00	\$ 41,412.00
	4	\$ 40,204.54	\$ 41,411.00	\$ 42,654.00
	5	\$ 41,611.70	\$ 42,861.00	\$ 44,147.00
	6	\$ 43,276.17	\$ 44,575.00	\$ 45,913.00
	7	\$ 45,439.98	\$ 46,804.00	\$ 48,209.00
	8	\$ 47,711.98	\$ 49,144.00	\$ 50,619.00
	9	\$ 50,336.13	\$ 51,847.00	\$ 53,403.00
Team Leader/ Professional (Equivalent to Social and Community Services Employees (State) Award Classifications 5-6)	1	\$ 47,875.70	\$ 49,312.00	\$ 50,792.00
	2	\$ 49,311.97	\$ 50,792.00	\$ 52,316.00
	3	\$ 51,037.89	\$ 52,570.00	\$ 54,148.00
	4	\$ 53,079.41	\$ 54,672.00	\$ 56,313.00
	5	\$ 55,733.38	\$ 57,406.00	\$ 59,129.00
	6	\$ 58,520.05	\$ 60,276.00	\$ 62,085.00
	7	\$ 61,446.05	\$ 63,290.00	\$ 65,189.00
Service Mgr (Equivalent to Social and Community Services Employees (State) Award Classification 6)	1	\$ 58,520.05	\$ 60,276.00	\$ 62,085.00
	2	\$ 60,568.25	\$ 62,386.00	\$ 64,258.00
	3	\$ 62,990.98	\$ 64,881.00	\$ 66,828.00
	4	\$ 65,510.62	\$ 67,476.00	\$ 69,501.00

SCHEDULE B.

CLASSIFICATION STRUCTURE

Administrative: these positions undertake predominantly administrative work including word processing of documents written by others, arranging meetings, filing, mail sorting, client liaison and reception duties. They are not required to design or implement programs, take responsibility for planning or budgeting, or supervise other paid staff. (This classification incorporates the old classifications of Entry, Clerical and the lower levels of Officer).

Operational: these positions undertake project work with limited supervision including implementing programs, designing campaigns and coordinating client care. They are not required to design new programs, take responsibility for planning or budgeting or supervise other paid staff. (This classification incorporates the top end of the old Officer classification, all of Senior Officer and the bottom level of Coordinator/Professional).

The **Team Leader / Professional Classification** is designed to reflect the following:

Team Leader and Professional will run exactly parallel to each other with the same number of levels.

Team Leader: these positions undertake the same work as the Operational classification with the addition of the day to day supervision of a small team and may be required to design new programs. They are not required to take responsibility for business planning, budgeting, policy development or PPR with their team but may do so by mutual agreement as part of the Learning and Development agreement.

Professional: this category was designed for those positions into which, because of market forces, it is often difficult to recruit and retain staff. They often require tertiary qualifications and/or membership of a professional body. (At this time the only positions in this category at ACON are in Counselling and Enhanced Care).

The Service Manager: this classification reflects management positions with a limited scope or area of focus. Specifically these roles would not have a state -wide focus or responsibility for policy development.