

## **REGISTER OF ENTERPRISE AGREEMENTS**

**ENTERPRISE AGREEMENT NO:** EA06/121

**TITLE:** Aids Council of NSW Inc. Enterprise Agreement 2005-2008

**I.R.C. NO:** IRC5/6632

**DATE APPROVED/COMMENCEMENT:** 18 January 2006 / 18 January 2006

**TERM:** 36

**NEW AGREEMENT OR  
VARIATION:** Replaces EA03/87.

**GAZETTAL REFERENCE:** 24 March 2006

**DATE TERMINATED:**

**NUMBER OF PAGES:** 32

**COVERAGE/DESCRIPTION OF**

**EMPLOYEES:** The agreement applies to all employees employed by AIDS Council of NSW located at 9 Commonwealth Street, Surry Hills NSW 2010, who are engaged at ACON's establishments wherever located, excluding Senior Managers and Executive Managers, who fall within the coverage of the Social and Community Services Employees (State) Award and the Clerical and Administrative Employees (State) Award.

**PARTIES:** Aids Council of NSW Inc. -&- the Australian Services Union of N.S.W.

# **AIDS Council of NSW INC**

## **Enterprise Agreement – 2005 - 2008**

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## CONTEXT OF THE AGREEMENT

ACON (AIDS Council of NSW Inc) is a health promotion organisation based in the gay, lesbian, bisexual and transgender communities with a central focus on HIV/AIDS. We provide education, health promotion, care, support and advocacy services to members of those communities, including Indigenous people and injecting drug users, to sex workers, and to all people living with HIV/AIDS

ACON's vision is:

- The right of all HIV positive men and women to claim the best quality of life that is individually attainable and to have their strengths, their achievements and their needs recognised.
- The sexual health and rights of every member of our communities to be recognised, regardless of sero-status.
- The lesbian and gay community to understand and take responsibility for its mental and physical health.
- A society which respects the basic link between health and justice.

To achieve our vision we draw expertise and assistance from employees, volunteers and our communities who provide high quality services and education programs. This leads to a unique organisation, especially in relation to human resources policies and the work environment. ACON

believes that effective organisations value learning and critical reflection. We want to maintain an organisation in which all staff, paid and unpaid, value and respect one another and recognise the needs and priorities of our clients. We want to recruit the best staff and management and we are committed to devoting time and resources to developing our staff, particularly in areas where we face new challenges.

The ACON strategic plan, Strategic Directions 2003 - 2006 (and subsequent documents), provide the context for the work of the organisation.

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## **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 objectives 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.
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## **OPERATION OF THE AGREEMENT**

### **1 TITLE**

This Agreement will be known as the AIDS Council of NSW Inc. Enterprise Agreement – 2005-2008.

### **2 COVERAGE OF THE AGREEMENT**

2.1 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 and the Clerical and Administrative Employees (State) Award.

2.2 Except where provided in this Agreement, this Agreement applies to the exclusion of all awards including those set out in this clause.

### **3 PARTIES**

The following are parties to this Agreement:

- ACON;
- the Australian Services Union (ASU); and

- the employees set out in clause 2 - Coverage of the Agreement.

## **4 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 three 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.

## **5 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.

## **6 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.

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# **ENGAGEMENT OF EMPLOYEES**

## **7 TERMS OF EMPLOYMENT**

- 7.1 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.
- 7.2 Employees must perform such work within their skill, competence and training as ACON requires.
- 7.3 Employees will comply with all lawful requirements of ACON in relation to its rules, regulations, policies, practices and procedures.
- 7.4 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.
- 7.5 Where significant changes to work arrangements are intended, then clause 50 – Organisational Change and Redundancy, will apply.

## **8 EMPLOYMENT STATUS**

- 8.1 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.

#### 8.2 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

#### 8.3 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.

#### 8.4 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.

### **9 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.

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## **RESPONSIBILITY OF EMPLOYEES**



## **10 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,

10.1 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.

10.2 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.

10.3 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.

10.4 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.

10.5 Further to clause 10.2, 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.

## **11 PERFORMING NON-ACON WORK**

11.1 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.

- 11.2 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.

## **12 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.

- 12.1 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.
- 12.2 Copies of all of ACON's policies will be available upon request and are located on the ACON Internal Policies and Procedures database.

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## **CLASSIFICATION STRUCTURE**

### **13 CLASSIFICATIONS**

- 13.1 Within each classification there are a number of incremental levels.
- 13.2 From the first payroll in December 2005, ACON will determine and action the translation of each employee to their new classification and incremental level as set out in Schedule A and Schedule B.
- 13.3 From the first payroll in December 2005, all new employees of ACON will be appointed by ACON, to the appropriate classification and incremental level as set out in Schedule A and Schedule B.
- 13.4 Should any employee feel aggrieved by their translation, they can appeal to the Translation Appeals Committee.

### **14 TRANSLATION APPEALS COMMITTEE**

- 14.1 The Translation Appeals Committee will comprise one ACON management representative; one ACON employee representative; one ASU representative.
- 14.2 The Translation Appeals Committee will exist solely for the purpose of considering appeals from employees concerning their translation outcome. Once translation of all employees to the new classification structure has been completed and all appeals determined, the Translation Appeals Committee will cease to exist.
- 14.3 Appeals should be lodged in writing no later than 15 working days after the employee receives written notification of their translation.

- 14.4 The Translation Appeal Committee will then make a recommendation to the CEO. Any decision by the CEO will take affect from the original translation date.
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## **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**

It is agreed that operative from the first full pay period on or after the certification of this Agreement, the following salary increase will apply:

- 16.1 From the first payroll in December 2005 – final payroll in November 2006 – translation to the salary table set out in Schedule A at the first salary rate in that grade that is a minimum of 3% greater than the employees current salary.
- 16.2 From the first payroll in December 2006 – final payroll in November 2007 – a 1% increase to apply to the salary rates as set out in Schedule A.
- 16.3 From the first payroll in December 2007 – final payroll in November 2008 – a 2% increase to apply to the salary rates as set out in Clause 16.2

### **17 ADDITIONAL SALARY PACKAGING PAYMENT**

- 17.1 All salary packaged staff, employed under this agreement, will receive a \$1500 gross additional payment in the first payroll of December in each year of this agreement commencing December 2005.
- 17.2 This payment will be pro-rata contingent on length of service and hours worked.

### **18 SALARY REVIEW**

- 18.1 Salary reviews will occur in accordance with the Performance Plan and Review guidelines to the effect that salary increases will be determined by ACON after having considered the performance of an employee against the targets agreed to as part of the formal Performance Plan and Review (PPR)
- 18.2 The salary review will occur annually on, or as near as possible to, the anniversary of the employee's first day of service. For those employees translated to the new classification structure in the first payroll of December 2005, their salary review will occur annually on, or as near as possible to the date of the first payroll of December each year.

- 18.3 If, through unforeseen circumstances, PPR is delayed or does not occur, ACON will ensure the employee will not be disadvantaged. (See Clause 45)
- 18.4 An employee will be rated by their manager as satisfactory or unsatisfactory. The manager will then approve payment of the next increment in the case of satisfactory performance, or the deferral of the next increment for a defined period in the case of unsatisfactory performance. That period should be no longer than is reasonable for an employee to demonstrate their improved performance and payment of the increment will commence from the date that performance is deemed by the manager to be satisfactory.

## **19 PAYMENT OF SALARY AND SALARY PACKAGING**

- 19.1 The cash component of all salaries is paid fortnightly by electronic funds transfer to a nominated bank, credit union or building society account.
- 19.2 ACON will provide each employee with a pay slip 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.
- 19.3 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.
- 19.4 Subject to clause 19.1, any deductions not required by law, must be authorised in writing by the employee.
- 19.5 Casual employees and all pay variations shall ordinarily be paid in arrears.
- 19.6 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.
- 19.7 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 ordinarily be paid in the form of cash and non-cash benefits as per ACON's Salary Packaging Guidelines, which may be changed as required. A staff member who can demonstrate significant financial disadvantage may apply to the Human Resources Manager for consideration of salary packaging options.
- 19.8 Other employees may request in writing to be paid in the form of cash and non-cash benefits. Where such arrangements are agreed, ACON or the employee has the right to withdraw from this arrangement by giving 1 months notice.
- 19.9 The parties to this Agreement have determined that a commitment be made to moving toward a 50/50 split between ACON and staff in the

distribution of the benefits of salary packaging arrangements. It is understood that this commitment may not occur until after 2008. In the life of this Agreement, ACON shall review financial arrangements prior to finalising the budget in 06/07 and in 07/08 to ascertain the possibility of providing a greater share of the salary packaging benefits to those who salary package. The review will include estimates of income based on voluntary salary packaging.

- 19.10 The benefit component shall be capped at the Fringe Benefit limit as determined from time to time by the Australian Taxation Office.
- 19.11 ACON will pay the salary packaging component to the Community Sector Bank. Salary packaged staff covered by this Agreement will access this money via a debit card. ACON undertakes during the life of this Agreement to work with the parties to find alternate ways of offering salary packaging in a way that benefits staff covered by this agreement.
- 19.12 ACON will pay the monthly account keeping fee for the administration of salary packaging, which is currently administered by Community Sector Bank attracting a monthly fee of \$2 per account.
- 19.13 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.

## **20 SUPERANNUATION**

- 20.1 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.
- 20.2 ACON will only contribute to a group of approved funds which at the commencement to this agreement are ARF, HESTA, CARE or Asset super and maybe subject to change
- 20.3 Where an employee has not specified a superannuation fund prior to commencing work with ACON, ACON will pay superannuation for those employees into one of the funds listed above.
- 20.4 Employees who elect to sacrifice a portion of their wages to the relevant superannuation fund may request that ACON make deductions from gross income.
- 20.5 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.

## **21 HIGHER DUTIES**

- 21.1 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 three-week period. The amount of payment is to be negotiated between the

employee and the manager prior to commencement of the acting arrangements.

- 21.2 An employee will not be paid at a lower classification if required to perform the duties of a lower classification position.

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## **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 ACON 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 as prescribed in Schedule C of this Agreement, will be paid to an employee who 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, must do so in accordance with the Allowances Policy.
- 24.2 An employee required by ACON to travel other than to and from the usual place of employment will be paid an allowance, in accordance with the amounts set out in schedule C.
- 24.3 Where an employee of ACON is required to use their vehicle to conduct ACON business, an allowance at the rate per kilometre as determined by the Australian Taxation Office from time to time, shall be paid as per Schedule C.
- 24.4 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 who holds a current first-aid certificate issued by the St John's Ambulance Association or Australian Red Cross Society or equivalent qualification, is required by ACON to perform first-aid duty, an allowance at the rate prescribed in Schedule C of this Agreement will be paid.

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## **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**

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. An example of this is allowing a part time employee to elect to average their weekly ordinary hours as specified in the contract of employment over a 6 week period from time to time. In this example salary payment will occur at the ordinary fortnightly intervals and will not be paid in advance.

- 27.1 An employee can negotiate their ordinary hours of work with their manager, subject to the need for:
  - (a) written agreement between both parties
  - (b) accountability for the hours worked
  - (c) high quality client service and team operation
- 27.2 On average, a full time employee is expected to work 70 hours per fortnight.
- 27.3 ACON's span of hours is between 8.00am to 10.00pm, Monday to Friday. In most cases, ordinary hours fall within these hours.
- 27.4 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 or contract of employment and shall be counted as single hours for the purposes of calculating hours worked.
- 27.5 Where an employee is required to work regularly outside of 8.00am-10.00pm, it shall be noted in the job description 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.
- 27.6 A manager and an employee may agree to vary or renegotiate these hours from time to time.
- 27.7 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.
- 27.8 Where an employee is rostered, their ordinary hours of work should be displayed on a roster, and should allow a reasonable notice period prior to the commencement of the roster.
- 27.9 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 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.

- 28.1 Overtime may only be worked at the specific request of the manager.
- 28.2 A manager must give the employee 24 hours' notice that overtime is required, unless in an emergency situation or otherwise by agreement.
- 28.3 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.
- 28.4 In lieu of payment for overtime worked, an employee is entitled to time off 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.
- 28.5 Accrued time off in lieu should be taken as soon as practicable after the hours have been worked.
- 28.6 An employee may not hold a balance of more than 28 hours accrued time in lieu. 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.
- 28.7 Untaken 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.
- 28.8 Records of all time in lieu owing to employees and taken by employees will be maintained by ACON.

## **29 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.

## **30 MEAL AND REST BREAKS**

- 30.1 An employee will not be required to work more than 5 hours without a meal break of at least 30 minutes.
- 30.2 Periods of 10 minutes will be allowed for morning and afternoon tea.



- 30.3 Employees required to continue work after their normal ceasing time must have a rest period of ten (10) consecutive hours before starting work again.
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## **LEAVE**

### **31 ANNUAL LEAVE**

- 31.1 A full time employee is entitled to 4 weeks (20 days) annual leave and must not accrue more than 6 weeks (30 days) annual leave, in accordance with the Annual Holidays Act 1944.
- 31.2 A leave loading of 17.5 % of the employee's ordinary weekly rate of pay will apply for the period of the leave.
- 31.3 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 LONG SERVICE LEAVE**

- 32.1 An employee is entitled to accrue long service leave at the rate of three months for every ten years service.
- 32.2 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.
- 32.3 In all other respects, an employee is entitled to long service leave in accordance with the Long Service Leave Act 1955.

### **33 PUBLIC HOLIDAYS**

- 33.1 A full-time employee is entitled to all gazetted public holidays without loss of pay.
- 33.2 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.
- 33.3 Casual employees are not entitled to any payment for public holidays unless the casual employee works the holiday.

### **34 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.

### **35 SICK LEAVE**

An employee is entitled to sick leave when they become sick and unfit for duty.

- 35.1 In the event an employee is sick, they will be entitled to 12 days sick leave on ordinary pay for each year of service.
- 35.2 Proof of illness or injury must be furnished through a medical certificate after absence from normal duties for three or more consecutive days.
- 35.3 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.
- 35.4 If the full period of sick leave is not taken in any year, such portion as is not taken will be cumulative up to 60 days.
- 35.5 Employees will not be paid unused portions of sick leave upon termination of employment.
- 35.6 Provided that a medical certificate is supplied, an employee's annual leave will be re-credited if the employee takes sick leave during annual leave.
- 35.7 Where a permanent employee has exhausted their sick leave, they may request up to thirty-five hours sick leave in advance.
- 35.8 Where an employee experiences a chronic illness, or 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. 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.
- 35.9 Employees with a chronic or ongoing medical condition requiring regular medical intervention or resulting in a fluctuating state of health eg HIV/AIDS, HCV, will be granted up to 20 days of the entitlement under clause 35.8 each year as additional sick leave to be used in accordance with the conditions outlined in Clauses 35.2 to 35.3.

## **36 PERSONAL AND CARER'S LEAVE**

- 36.1 Use of Sick Leave
  - (a) An employee other than a casual employee, with responsibilities in relation to a person set out in clause 36.1(c)(2), who needs the employee's care and support, will be entitled to use any current or accrued sick 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 sick leave in accordance with this sub clause is subject to:
- (1) the employee being responsible for the care 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.

### **37 BEREAVEMENT LEAVE**

- 37.1 A permanent employee will be entitled to 3 days' paid leave for each bereavement of a significant other. A significant other is defined in clause 36.1(c)(2) – Use of Sick Leave.
- 37.2 Reasonable evidence of the reason for this leave will be provided to ACON on request.

### **38 SPECIAL LEAVE**

- 38.1 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.
- 38.2 Leave under 38.1 must be utilised in single day units, except for:
- (a) the ordinary working days falling between Christmas Day and New Year's Day in the immediately succeeding year; or
  - (b) other special circumstances (eg. Carer's responsibilities as defined in clause 36, National/Cultural purposes as defined in clause 34).
- 38.3 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.
- 38.4 Except as provided for in clause 38.3, Special Leave days cannot be carried from one year to another and will not be paid out on termination.

### **39 LEAVE WITHOUT PAY**

- 39.1 On application by an employee, and subject to ACON's business needs, ACON may grant the employee leave without pay for any purpose.
- 39.2 In the first twelve months of service, leave without pay will not exceed five days.
- 39.3 No entitlements accrue during periods of leave without pay.
- 39.4 Leave without pay will not be available unless the employee has first exhausted any accumulated Annual Leave or Long Service Leave.

### **40 SECONDMENTS**

- 40.1 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.
- 40.2 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
- 40.3 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.
- 40.4 Ordinarily no entitlements accrue during periods of secondment, other than continuity of service for long service leave and parental leave purposes.

- 40.5 Other forms of leave available to the employee do not have to be exhausted in order to take up a secondment.

## **41 JURY LEAVE**

- 41.1 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, where the fee paid is less.
- 41.2 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.

## **42 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.

- 42.1 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.
- 42.2 Unused leave will not accrue beyond the calendar year and will not be paid out on termination.
- 42.3 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.

## **43 PARENTAL LEAVE**

- 43.1 An employee is entitled to parental leave in accordance with the Industrial Relations Act 1996. Subject to clause 43.2 such leave is unpaid.
- 43.2 An employee who is entitled to parental leave in clause 43.1 is entitled to 12 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 12 weeks paid leave only once in a 12 month period.
- 43.3 A period of paid leave under clause 43.2 must be commenced within 12 weeks on either side of the expected date of birth.
- 43.4 The employee may request payment at half the employee's ordinary rate of pay for twice the period of the paid leave entitlement.
- 43.5 Where practicable and subject to the agreement of management, a permanent full-time employee may return to work on a permanent part-time basis.

## **44 EMERGENCY CHILD CARE**

- 44.1 Where an employee has work obligations preventing the use of entitlements outlined in clause 35.1, and has 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.
- 44.2 Where ACON requires an employee to work after 6 pm ACON will pay relevant childcare costs on receipt of a receipt for that childcare.
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## **EMPLOYEE DEVELOPMENT**

### **45 PERFORMANCE MANAGEMENT**

ACON is committed to continuously improving employee work performance through its Performance Plan and Review (PPR) program. PPR is the basis on which an employee progresses through the levels within a classification.

- 45.1 In order to manage and improve work performance, employees will take part in a formal Performance Plan and Review (PPR).
- 45.2 Guidelines for the PPR will be accessible to all employees and are available from the employee's manager, Human Resources and via ACON's Welcome Pack.

### **46 LEARNING AND DEVELOPMENT**

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.

- 46.1 Over the course of this Agreement ACON, in consultation with supervisors and management, will:
- (a) assess employees current level of competence against competency levels for their grade
  - (b) identify gaps in competency level;
  - (c) develop a plan to address gaps in competency level;
  - (d) identify training and development required to meet competencies and skills in other positions in line with the employee's career plan.
- 46.2 All employees will continue to be engaged in the PPR process and develop an Individual Learning and Development Plan Agreement with their manager. These plans will be linked to competencies developed in consultation between managers and their staff. Staff and their

managers will use the Career Pathways document to assist in determining the appropriate training opportunities. The same competency model will be used for all positions across the organisation.

#### ASU Training

- 46.3 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.

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## **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.

### **47 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.

- 47.1 Where the problem is between two or more individuals, the individuals should, at first, attempt to resolve it themselves.
- 47.2 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.

#### Grievance Resolution

- (c) Should the matter remain unresolved, the problem will go to the Chief Executive Officer. Once the matter has reached this point, it is deemed to be a formal grievance and must be put in writing to the Chief Executive Officer, 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 Chief Executive Officer then the written grievance will go to the President 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.

47.3 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 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.

### **48.1 Informal action**

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. 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. 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.

### **48.2 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.

#### 48.3 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.

#### 48.4 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.

#### 48.5 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.

#### 48.6 Dismissal

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

#### 48.7 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.

48.8 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.

## 49 TERMINATION OF EMPLOYMENT

49.1 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 years	2 weeks	3 weeks
3 years and less than 5 years	3 weeks	4 weeks
5 years and over	4 weeks	5 weeks

- 49.2 Employees may terminate employment by giving two weeks written notice or forfeiture of two weeks pay in lieu of notice.
- 49.3 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.
- 49.4 Nothing contained in this clause will affect ACON's right to dismiss an employee without notice for misconduct justifying summary dismissal.

## **50 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.

### **50.1 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".

### **50.2 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.

### **50.3 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 50.3(a) will not apply if the employee has been retrenched and received severance pay.
- (c) Clause 50.3(a) will only apply to employees with more than 12 months continuous service.

**50.4 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.

**50.5 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.

**50.6 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.

**50.7 Provision of alternative employment**

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

**51 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

**52 CONSULTATION BETWEEN ACON AND THE ASU**

All parties are committed to the established process of quarterly ACON/ASU consultations. ACON will provide adequate resources for the continuation of this process.

**53 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 Pay Rates – First payroll in December 2005

See Payment Clause 17 for employee's who are salary packaged

Schedule A - 2005-2006				Packaged				
Grade		Cash Component	Gross F/N cash	F/N Pkg	A/L Loading	Annual Super	Casual Hrly Rate	
<b>Admin</b>	1	\$26,385.69			\$355.19	\$2,374.71	\$18.06	
	2	\$27,154.76			\$365.54	\$2,443.93	\$18.59	
	3	28,210.95			\$379.76	\$2,538.99	\$19.31	
	4	29,309.39			\$394.55	\$2,637.85	\$20.07	
	5	30,451.77			\$409.93	\$2,740.66	\$20.85	
	6	\$31,936.85			\$429.92	\$2,874.32	\$21.86	
	7	\$33,496.20			\$450.91	\$3,014.66	\$22.93	
	8	\$35,460.97			\$477.36	\$3,191.49	\$24.28	
	9	\$37,543.63			\$505.39	\$3,378.93	\$25.70	
<b>Operational</b>	1	\$35,715.15			\$480.78	\$3,214.36	\$24.45	
	2	\$36,785.71			\$495.19	\$3,310.71	\$25.18	
	3	\$37,889.28			\$510.05	\$3,410.04	\$25.94	
	4	\$39,025.96	\$18,904.50	\$727.10	\$541.92	\$525.35	\$3,512.34	\$26.72
	5	\$40,391.87	\$20,062.38	\$771.63	\$541.92	\$543.74	\$3,635.27	\$27.65
	6	\$42,007.54	\$21,418.28	\$823.78	\$541.92	\$565.49	\$3,780.68	\$28.76
	7	\$44,107.92	\$23,571.34	\$906.59	\$541.92	\$593.76	\$3,969.71	\$30.20
	8	\$46,313.31	\$25,723.67	\$989.37	\$541.92	\$623.45	\$4,168.20	\$31.71
	9	\$48,860.55	\$28,271.49	\$1,087.37	\$541.92	\$657.74	\$4,397.45	\$33.45





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## 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.

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## SCHEDULE C.

### OTHER RATES AND ALLOWANCES

**First-aid Allowance** Per F/N  
\$15.44

**On call Allowance** Per F/N  
\$43.85

**Reasonable Daily Travel Allowance**

The Reasonable Daily Travel Allowance will be as follows, the rates listed will come into effect the first payroll in December 2005. The rates will subsequent increase by 2% in the first payroll of December in each year of the agreement.

<b>Breakfast</b>	<b>Lunch</b>	<b>Dinner</b>	<b>Incidentals</b>
<b>\$20</b>	<b>\$20</b>	<b>\$20</b>	<b>\$10</b>



## **Mileage**

The per kilometre mileage rate is as follows:

Vehicle up to 1.6 litre	49.3 cents per km
Vehicle 1.601 to 2.6 litre	59.0 cents per km
Vehicle 2.601 and over	60.0 cents per km