

**Australian Federation of AIDS Organisations  
Enterprise Agreement  
5th Draft  
December 1997**

**1. TERMS OF ENGAGEMENT**

**1.1 General**

- 1.1.1 The staff member will be employed as an ongoing, fixed term or casual staff member of the Australian Federation of AIDS Organisations (AFAO). Ongoing or fixed term positions will be designated full-time or part-time in their position descriptions.
- 1.1.2 The Executive Director will inform each appointee in writing of an offer of appointment and any proposed contract, specifying any assistance or special conditions applying to any individual job.
- 1.1.3 The appointee will be supplied with a position description and a copy of the Workplace Agreement.
- 1.1.4 The position description will specify the duties to be performed by the staff member.
- 1.1.5 The position description may be varied, but only after the staff member's consultation is sought regarding any changes, and any further consultation between AFAO and staff which may be required by AFAO's team structure.

**1.2 Categories of employment**

**1.2.1 Ongoing employment**

Continued employment of ongoing staff will be dependent on continued Commonwealth funding, satisfactory work performance of the staff member, and the terms of change and redundancy set out in this agreement.

**1.2.1.1 Full-time employment**

A staff member engaged on a full-time basis, being a person working thirty-five hours per week and not specifically engaged on a fixed term or casual basis, will be entitled to full-time benefits.

**1.2.1.2 Part-time employment**

A staff member specifically engaged on a part-time basis, being a person engaged to work prescribed hours for less than thirty-five hours per week, but a minimum period of seven hours per week, will be paid on a proportionate basis to the full-time equivalent member, and will accrue employment benefits on a proportionate basis unless specified otherwise.

**1.2.2 Fixed term employment**

A staff member engaged on a fixed term basis, being a person engaged for a specified period being more than a month and less than three months at any one time, will be paid the

appropriate fortnightly rate and will accrue employment entitlements on a proportionate basis unless specified otherwise. For periods longer than three months, full entitlements will accrue pro rata.

#### 1.2.4 Casual employment

Staff members will only be employed on a casual basis for temporary duties or relieving duties or for a special purpose. A casual staff member is one engaged and paid as such. A casual staff member will be paid on an hourly basis which will be inclusive of overtime and pro-rata payment of fifteen percent bonus in addition to the hourly equivalent rate of the appropriate salary as prescribed for the position, for recreation leave and sick leave. A casual staff member will not be entitled to the benefit of any other leave provisions in this document.

#### 1.3 Probation

Probation will apply only to ongoing staff members or those on fixed terms of greater than six months.

1.3.1 The staff member will be appointed to the position subject to the satisfactory completion of a period of probation which will be determined by the Executive Director or his/her nominee.

1.3.2 The probation period will be for a period not exceeding three months. Where considered justified by AFAO this period may be extended by another three month period. In no instance will a staff member be employed in a probationary situation exceeding six months.

1.3.3 Criteria for the successful completion of a probationary period will be:

(a) Fulfilment of the staff member's job description.

(b) Satisfactory completion of tasks as determined by the staff member's workplan for the probationary period.

1.3.4 The employment of a probationary staff member may be terminated by AFAO or the staff member upon the giving of one weeks notice or the payment for forfeiture of one week's salary where such notice is not given, and in accordance with the grievance procedures set out in this agreement.

#### 1.4 Higher duties

Where a staff member is to be absent for one or more weeks, higher duties may be granted to another staff member on the basis of a decision by the Executive Director or his/her nominee.

1.4.1 An ongoing staff member will be given first preference before employment of a casual staff member is considered for a temporary position involving a higher rate of salary.

1.4.2 The criteria for selection are:

(a) The ability to satisfactorily perform the duties required immediately following a short period of training and/or orientation.

(b) Possession of the qualifications (if any) stated in the position's selection criteria.

- 1.4.3 Where the period of higher duties is greater than four weeks, all staff should be given the opportunity to indicate interest.
- 1.4.4 Where more than one person is eligible or has indicated an interest to provide relief, the recommendations from the Executive Director or his/her nominee should indicate the reasons for selection.
- 1.4.5 Temporary higher duties in a position pending an appointment to that position will be for no more than three (3) months.

## 1.5 HIV/AIDS Status of Staff members

Policies relating to the employment of HIV positive personnel are outlined in a document entitled AFAO Affirmative Action In Employment Policy For People With HIV/AIDS.

## 1.6 Relocation assistance

- 1.6.1 Details of any relocation assistance will be negotiated with the Executive Director or his/her nominee prior to appointment, and will be documented in the letter of appointment.

## 2. RENUMERATION

The staff member's salary will be at a rate approved by the AFAO Executive and equivalent to that prescribed for the AFAO Salary Scale, which is based on the Commonwealth Public Service's Administrative Service Officers Scale.

### 2.1 Rates at appointment

A staff member will be paid at the year one level of the appropriate position unless otherwise agreed by AFAO and the staff member. Determination of other than year one rates will be based on the qualifications and experience of the staff member, and the responsibilities of the position.

### 2.2 Incremental increase in remuneration

Subject to funding and work performance and, provided that it is within the job classification, annual increments will be granted on the staff member's anniversary of appointment.

- 2.2.1 The staff member's salary will be increased in accordance with National Wage determinations.

### 2.3 Remuneration for higher duties

A staff member temporarily appointed to perform required duties of a higher classified position and who performs all the duties satisfactorily, will be paid at a rate equivalent to the base rate of the higher position.

2.3.1 The staff member performing higher duties will be paid the higher duties allowance for the whole period performing of the temporary appointment.

2.3.2 A staff member must act in a higher position in excess of five consecutive working days for higher duties to be paid.

## 2.4 Payment of Remuneration

2.4.1 Wages and Salaries will be paid fortnightly by direct bank deposit on a regular day.

### 2.4.2 Non-taxable fringe benefits

Non-taxable fringe benefits (NTFB), in accordance with the details set out in the AFAO NTFB Scheme, will be offered to all staff members.

2.4.2.1 Staff members have the right to not participate in the NTFB system.

2.4.2.4 In circumstances where the NTFB system of operation is ruled as liable for Fringe Benefit Tax or for other charges that will make its cost prohibitive for AFAO to continue to maintain, then AFAO commits to ensuring that gross levels of pay for all staff members are maintained.

## 2.5 Superannuation

2.5.1 AFAO will contribute a sum equivalent to four per cent of each staff member's salary, on behalf of the staff member, to an industrial superannuation scheme.

## 2.6 Travel

### 2.6.1 Allowances

2.6.1.1 A staff member is entitled to a travel allowance when travelling away from his/her place of work to undertake business for AFAO.

2.6.1.2 The rate of travel and meal allowance will be equivalent to the Commonwealth Department of Health and Family Services rate, information on which will be available to all staff.

### 2.6.2 Transport

2.6.2.1 Where a staff member is required to travel in the performance of his/her duties the cost of that travel will be met by AFAO.

2.6.2.2 Economy fares will be paid by AFAO in respect of air and train travel

2.6.2.3 In the instance of travel requiring use of the staff member's vehicle, mileage will be reimbursed at the appropriate Commonwealth Department of Health and Family Services rates will apply.

### 2.6.3 Accommodation

2.6.3.1 AFAO will meet accommodation costs of staff members engaged on AFAO business outside the city in which they normally work.

2.6.3.2 AFAO will meet accommodation costs and other allowances for the minimum number of days it takes to complete business, and no more.

### 2.7 Leave Loading

2.7.1 Staff shall be paid leave loading at the rate required by relevant industrial law.

2.7.2 Upon termination of employment leave loading will be paid on untaken leave and paid at the rate of pay relevant at the time of accrual.

### 3 Hours

Staff members are required to work for the periods for which they are contracted, though AFAO will consider and, wherever practicable, provide flexible working arrangements for staff with caring and family responsibilities.

#### 3.1 Standard Hours

3.1.1 A staff member will be expected to work 70 hours per fortnight, normally between 9.00am and 5.00pm. Each staff member is to work core hours of 10.00am to 4.00pm.

3.1.2 A staff member's hours may be varied, as needed, subject to approval of the Executive Director or his/her nominee.

3.1.3 Normally a staff member will work no more than nine hours per day, and twenty days in a four week period.

3.1.4 Records of the staff member's hours of work are to be maintained by the staff member and submitted regularly to his/her relevant supervisor.

### 3.2 Meal breaks

3.2.1 A staff members is to take an unpaid meal break of one hour per day.

3.2.2 A staff member will not be required to work longer than five hours without a meal break of at least thirty minutes.

### 3.3 Travel time

A staff member's travel time to undertake AFAO business other than the time taken normally to attend employment shall be deemed to be hours worked.

### 3.4 Time off in lieu (TOIL)

A staff member is entitled to twenty-eight hours time off in lieu per four week period for hours worked extra to his/her normal hours for that period. Prior approval from the Executive Director or his/her nominee is required before time off in lieu can be accrued or taken.

3.4.1 The maximum number of hours to be carried over between four weekly periods is twenty hours credit or debit.

3.4.2 In the instance where time accrued can not be taken in lieu during the current four week period, and in exceptional circumstances only, the staff member may convert this time to leave to be taken at a later stage. Conversion of such accrued time may only occur with the permission of the Executive Director or his/her nominee.

3.4.3 Leave as described in 3.4.2 will be paid at the rate of the staff member's normal salary rate.

3.4.4 Leave accumulated for hours worked later than 9pm weekdays, at weekends and public holidays, will be accrued at the rate of one and a half hours for every one hour worked.

### 3.5 Work out of ordinary hours and overtime

#### 3.5.1 Work out of ordinary hours

Work out of ordinary hours means any hours worked prior to 8.00am and after 6.00pm, any hours in excess of nine hours per day, or any work undertaken on weekends and public holidays.

#### 3.5.2 Overtime

Overtime refers to work out of ordinary hours. Overtime will not be worked without the prior approval of the Executive Director or his/her nominee.

- 3.5.2.1 Overtime will be paid at a rate of one and a half times the staff member's normal hourly salary rate, or in the instance of public holidays, at the rate of two times the normal hourly salary rate.
- 3.5.3 A staff member required to work later than 9pm is entitled to a meal allowance, (see Schedule ...), and a Cabcharge to return to home.

#### 4. Location, occupational health and safety, and amenities

##### 4.1 Location

The staff member will be located in the AFAO Sydney office unless otherwise specified in the position description.

##### 4.1 Occupational Health and Safety

AFAO will provide at its Sydney office a safe workplace and safe systems of work for all staff members in accordance with the requirements of the NSW Occupational Health Safety Act (1983).

4.1.1 AFAO provides a smokefree workplace.

4.1.2 Any relocation of AFAO Secretariat offices be accompanied by an audit of OH&S provisions in the new office space. This audit should be commenced before the move, and a committee comprising staff and management representative be convened within two weeks of receipt of the audit to manage implementation of the audit's recommendations.

##### 4.2 Amenities

AFAO will provide:

- reasonable toilet and washing facilities
- reasonable heating and cooling for the safe and healthy functioning of the workplace
- reasonable kitchen and staff amenities
- a rest area for staff members
- space for a Union noticeboard.

#### 5 Leave

##### 5.1 Public holidays

###### 5.1.1 Full-time staff

5.1.1.1 A staff member is entitled to all public holidays prescribed in the state/territory in which they work without loss of salary.

5.1.1.4 Where a public holiday occurs during the recreation leave of a staff member, an extra day's leave will be granted.

5.1.1.5 Any staff member is entitled to take up to ten additional days, as national days, cultural or religious days of significance. These days are to be nominated, and will be taken through time off in lieu or leave without pay, with the prior approval of the ED or his/her nominee.

#### 5.1.2 Part-time staff

5.1.2.1 A part-time staff member is entitled to public holiday, without loss of pay, if the holiday falls upon a day when the staff member would ordinarily be at work.

5.1.2.2 When a public holiday falls during a period of recreation leave on a day on which a part-time staff member would normally be required to work, the staff member will receive an additional day's leave.

### 5.2 Recreation leave

5.2.1 A staff member is entitled to four weeks recreation leave during each year of employment. It will accrue at a rate of one and two thirds days for each month of employment. Part-time staff members will accrue recreation leave on a pro-rata basis.

5.2.2 The staff member's recreation leave salary will include a leave loading. The loading is to be at a rate of 17.5% of the staff member's salary for the period of the leave.

5.2.3 A staff member is entitled to take recreation leave as it accrues, but not before the end of the probationary period.

5.2.4 The maximum amount of Recreation leave that can be accrued is eight weeks.

5.2.5 Recreation leave may not be taken in periods of less than one day unless approved by the Executive Director or his/her nominee.

### 5.3 Sick Leave

5.3.1 A staff member will be entitled to ten days sick leave on full pay and ten days sick leave on half pay during each year of employment. Part-time and fixed term staff members will be entitled to sick leave on a pro-rata basis.

5.3.2 Proof of illness or injury will be required after three days of absence from work.

5.3.3 A staff member will not be entitled to sick leave on full pay for any period in respect of which such a staff member is entitled to worker's compensation, however during lag time between accident and insurance recognition staff members may access any accrued leave.

5.3.4 If the full period of sick leave is not taken in any one year, the unused portion of leave will be cumulative from year to year.

5.3.5 If a staff member becomes ill or injured whilst on recreation leave, the staff member will be entitled to additional leave equivalent to the period of illness or injury which occurred during his/her Recreation leave. Proof of such illness/injury will be furnished in the form of a



medical certificate. Prior approval of such leave is to be approved by the Executive Director and/or his/her nominee.

5.3.6 Accrued sick leave will not be treated as an entitlement to be paid upon termination of employment.

#### 5.4 Domestic Sick Leave

5.4.1 A staff member will be entitled to take up to five days per year of unused sick leave in the case of an illness of a significant other.

5.4.2 A significant other is defined as a close friend, partner or family member i.e. spouse, defacto spouse, parent (natural, foster, parent-in-law or step-parent), grandparent, sibling, or child (natural, foster or adopted).

5.4.3 Reasonable evidence of the reason for this leave will be provided to the manager on request.

#### 5.5 Special leave

5.5.1 A staff member will be entitled to a maximum of three days paid special leave during each year of employment. Entitlement to this leave will be determined by the Executive Director or his/her nominee.

5.5.2 Special leave includes the provision of one day for moving house.

#### 5.6 Bereavement leave

5.6.1 A staff member will be entitled to a maximum of three days paid leave on each occasion of the death of a close friend, significant other, partner, or other family member, at the discretion of the Executive Director or his/her nominee.

5.6.2 If AFAO so requires, reasonable evidence in support of bereavement leave will be provided on request from the Executive Director or his/her nominee.

#### 5.7 Study Leave

5.7.1 A staff member may be granted a leave of absence with pay to attend approved lectures and classes while enrolled in a course of study relevant to the broad interests of AFAO.

5.7.2 Approval for such leave is to be obtained from the Executive Director or his/her nominee. Applications for such leave will include details of the course and hours of attendance.

5.7.3 The leave may not exceed five hours per week and is available only during the weeks of the semester when the lectures and/or classes occur. Staff members are expected to organise attendance at tutorials and lectures in their own time as far as this is possible, ie evening tutorials or lectures which are held close to the unpaid lunch-time period.

- 5.7.4 The leave can only be taken to attend approved lectures and classes. It is not cumulative and is not available to an individual if they do not attend the approved lecture/class.
- 5.7.5 A staff member granted study leave will be entitled to one day of study leave during the examination period for each subject studied.
- 5.7.6 At the discretion of the Executive Director or his/her nominee, course fees, HECS payments and the cost of course materials may be reimbursed by AFAO. This reimbursement will not exceed \$200 per calendar year on successful completion of the course or year of study, whichever comes sooner.

## 5.8 Maternity and Parental leave

### 5.8.1 Maternity leave

- 5.8.1.1 A female staff member with at least twelve months of continuous service is entitled to twelve weeks of paid maternity leave and up to forty weeks of leave, inclusive of any other additional leave.
- 5.8.1.2 Such leave will be taken within twelve weeks on either side of the expected date of birth. A medical certificate will be required stating fitness to work if the staff member wishes to continue working within the six week period before the expected date of birth.
- 5.8.1.3 A female staff member with less than twelve months of continuous service is entitled to maternity leave on a pro-rata basis.
- 5.8.1.4 A staff member will give at least four weeks of notice in writing prior to the commencement of maternity leave. This notice will be accompanied by a medical certificate, stating the expected date of birth.
- 5.8.1.5 A staff member on maternity leave may return to work or recommence leave at any time, on agreement by the Executive Director or his/her nominee, or by giving at least four (4) weeks of notice.
- 5.8.1.6 Where practicable and subject to the agreement of the Executive Director or his/her nominee, a full-time staff member may return to work on a part-time basis.

### 5.8.2 Parental leave

- 5.8.2.1 A staff member with primary parenting responsibilities and with at least two years of continuous service is entitled to two weeks of paid parental leave and up to fifty weeks of unpaid leave within two years of the date of birth.
- 5.8.2.2 This paid leave can be for the purpose of caring for a woman who is, or expects to be, confined for pregnancy, or for a newborn child. Such leave will be taken within three weeks on either side of the expected date of birth.
- 5.8.2.3 A male staff member is entitled to this leave if he is the father or he has taken the responsibility for the care and maintenance of the child.
- 5.8.2.4 A female staff member is entitled to this leave if she has taken the responsibility for the care and maintenance of the child.

5.8.2.5 A staff member with less than twelve months of continuous service is entitled to leave on a pro-rata basis.

5.8.2.6 This leave is not in addition to the provisions of 15.8.1.1 in respect of any one staff member who gives birth.

5.8.2.7 A staff member who is an adoptive parent is entitled to this leave for children aged up to five years.

5.8.2.8 Superannuation will be paid during paid maternity/parental leave. Contributors are not required to contribute to the superannuation scheme during periods of unpaid maternity leave.

#### 5.8.3 Payment of maternity/parental leave

The staff member can be paid normally each fortnight or request payment at half the normal rate of pay for twice the period of the paid maternity/parental leave entitlement.

#### 5.8.4 Special maternity leave

5.8.4.1 A staff member who is entitled to maternity leave is entitled to maternity leave for any illness relating to the pregnancy or in the event of a miscarriage, still birth or termination.

5.8.4.2 This leave will be part of the entitlement for each pregnancy.

5.8.4.3 A medical certificates will be required to support an application for special maternity leave.

5.8.4.4 Additional leave without pay will be available as may be certified by a medical practitioner.

#### 5.9 Leave without pay

5.9.1 Leave without pay must be authorised by the Executive Director or his/her nominee. Leave without pay will not break service but will not be counted as service for the purpose of accrual of entitlements or incremental increases.

5.9.2 A staff member may make application for leave without pay for up to five days in each twelve months of service.

5.9.3 Where a staff member has completed at least twelve months of continuous service, leave without pay may be granted for a period of not more than fifty two weeks if a sufficient reason is shown. The full entitlement will not be available if the staff member has accumulated annual leave or long service leave.

#### 5.10 Long Service Leave

5.10.1 Staff members, other than casual staff members, are eligible for long service leave.

5.10.2 A staff member will be entitled to paid long service leave after five years full-time employment, or the equivalent. The rate of entitlement is six weeks for each five years employment.

- 5.10.3 A staff member will forfeit entitlement to long service leave if they resign their position before the third anniversary of their commencement date.
- 5.10.4 If the staff member's period of employment is terminated for any reason other than gross misconduct they will be entitled to payment of long service leave, on the appropriate pro-rata basis, after three years service.

## 6 Training and Development

- 6.1 AFAO believes that the primary goal of staff training is to encourage and develop staff to become more qualified and competent to carry out their present or likely future responsibilities with the organisation. Accordingly, training decisions will be made on the grounds of the perceived training needs of staff relative to their current or future role at AFAO and to provide the opportunity for a career path.
- 6.2 These training and development entitlements are conditional upon the following.
- 6.2.1 The training programme or course must be relevant to the staff member's current or future role at AFAO. It must be approved by the Executive Director or his/her nominee.
- 6.3 Staff will be consulted about their training needs and training options, as part of their annual performance appraisal.
- 6.4 Training initiated by AFAO
- 6.4.1 AFAO may require or request staff to undertake training programmes or courses through the performance appraisal system. The following entitlements will apply:
- 6.4.2 Short Courses, Intensive Training Programmes and Conferences
- Attendance: Attendance on full pay during normal working hours. Entitlement to accrue time off in lieu for after hours attendance.
- Expenses: AFAO will pay fees and expenses for prescribed materials and reasonable attendance and accommodation costs.
- 6.4.3 Longer Training Programmes (eg. TAFE Certificate or University Courses)
- Entitlements to study leave and reimbursement of course fees and the cost of course materials are set out in Section 5.7.6 of this agreement.
- 6.5 Training Initiated by Individual Staff Members
- 6.5.1 Staff will discuss any self initiated training with the Executive Director or his/her nominee in the context of performance appraisal to enable consideration of appropriate entitlements in accordance with this workplace agreement.
- 6.5.2 Appropriate entitlements to study leave and reimbursement of course fees and the cost of course materials are set out in 5.7.6 of this agreement.
- 6.6 Trade Union Training Australia
- Staff members nominated by each of the unions represented in the AFAO secretariat will be entitled to five days of paid leave each year to attend Trade Union Training Australia courses. Attendance will be at the convenience of AFAO. A staff member should give two weeks notice of attendance at such courses.

## 7 Grievance procedures

- 7.1 Staff will have access to a recognised grievance procedure for both general and professional purposes. Before entering the formal grievance procedure proceeds, an aggrieved party should attempt to resolve the matter with the other party(ies).
- 7.2 If the informal resolution of a grievance is not possible, or if the aggrieved party is external to the AFAO staff, Committee, Executive or Working Groups, then the aggrieved party should notify in writing:
  - the Executive Director if it is against a staff member (except the Executive Director) or if it is between two staff members.
  - the AFAO President in all other cases – except if it is against the President, in which case the grievance should be made to the Vice President. (In this instance, the President would stand down from the Chair of the Executive if the grievance proceeded to Executive or Committee stage.)
- 7.3 The notification should include the nature of the grievance, who (or what policy) was involved, and how the aggrieved party would like to see the complaint resolved.
- 7.4 After receiving written notification of the grievance, the Executive Director, President or Vice President will reply in writing to the aggrieved party, noting the grievance, within five working days.
- 7.5 The Executive Director, President or Vice President will discuss the matter with the aggrieved party to collect any additional information that may be needed.
- 7.6 If the grievance is against a staff member or member of Committee, Executive or Working Groups, the Executive Director, President or Vice President will meet or discuss with this person the nature and details of the grievance, and seek their understanding of what occurred and what resolution they believe is fair. The Executive Director, President or Vice President will then call a meeting between the two (or more) parties to the grievance with their advocates/observers (if desired by the parties to the grievance), and will attempt to resolve the conflict. A written report will be made of this meeting and all parties will be asked to sign this report. If the grievance remains unresolved, the person making the complaint may require that the matter (including the written report of the meeting) be passed to the AFAO Executive for the final decision on the grievance.
- 7.7 The Executive's decision will be final, binding, conclusive and will be given effect to by all persons within AFAO. Nothing in 7 will abrogate the rights of the staff member under the Industrial Arbitration Acts, relevant to the State or Territory where the staff member works.
- 7.8 While the grievance is being determined, AFAO work will continue normally in accordance with the custom and practice existing before the grievance arose. Occupational health and safety matters are exempt from this requirement.

If a staff member has any dispute or grievance arising from the interpretation of his/her contract or any other working conditions or complaints, it will be dealt with in the following manner:

- 7.9 In the first instance, the staff member will attempt to solve the grievance with their immediate supervisor or manager, and he/she will be entitled to have a union representative or nominee present, if the staff member so desires.
- 7.10 Where such an attempt fails, or where the dispute or grievance is of a nature that a direct discussion between the staff member and their supervisor would be inappropriate, the matter will be referred to the Executive Director for consideration the matter (or the President if the Executive Director is the supervisor or manager of the staff member with a grievance). The staff member will be entitled to have a union representative or nominee present. The meeting will take place within seven working days of written notification to the Executive Director or the President. If the matter remains unresolved, the person making the complaint may require the matter to be referred to the full Executive, whose decision on the matter will be final.
- 7.11 While the grievance procedure is being followed, work will continue normally where it is agreed that there is an existing practice, but in other cases work will continue on the instruction of the Executive Director. Neither party will be prejudiced as to the final settlement by the continuation of work with this clause.

## 8 Performance appraisal

- 8.1 Staff are entitled to performance appraisal as a normal part the supervision, management and accountability processes of the organisation.
- 8.2 Each staff member will negotiate a six monthly work plan with his/her supervisor. That plan should be agreed by both the staff member and the relevant supervisor prior to any performance appraisal.
- 8.3 Following the completion of the period of the work plan, the staff member and the supervisor will review progress of the work plan.
- 8.4 A performance appraisal record will be compiled including comments from the staff member and the supervisor . The appraisal record will be confidential to the staff member, the relevant supervisor and the Executive Director, and be kept in a secure location within the Secretariat.
- 8.5 The performance appraisal will be followed by a new six monthly work plan negotiated in the manner prescribed in 8.2.

- 8.7 Performance appraisal shall not comprise an element in disciplinary procedures or actions.

## 9 Disciplinary Procedures (incorporating procedures which may lead to termination of employment)

### 9.1 Verbal Warning

Where a supervisor considers that a staff member's actions require corrective action, the supervisor will notify the staff member of the reason(s) and inform the staff member that he/she is being warned in accordance with step (I) of this procedure.

The first warning will be verbal and an entry recorded in the staff member's personal file that such a warning has been given. A representative of the staff member's union or other person of the staff member's choice will be present at the staff member's request.

The staff member will be given the opportunity to sign the entry and be given a copy of the entry. If the staff member declines to sign the entry the record will be endorsed to that effect by the supervisor, and placed on file.

#### 9.2 First Written Warning

If the problem continues the matter will be discussed with the staff member and a second warning in writing will be given to the staff member and recorded on his/her personal file. A representative of the staff member's union or other person of the staff member's choice will be present at the staff member's request.

The staff member will be given the opportunity to sign the entry and be given a copy of the entry. If the staff member declines to sign the entry the record will be endorsed to that effect by the supervisor, and placed on file.

#### 9.3 Second Written Warning

If the problem continues, the supervisor will again discuss it with the staff member. If a final warning is to be given then it will be issued in writing and a copy sent to the staff member's union and placed on the staff member's personal file.

The staff member will be given the opportunity to sign the entry and be given a copy of the entry. If the staff member declines to sign the entry the record will be endorsed to that effect by the supervisor.

#### 9.4 Dismissal

In the event of the matter recurring, then the employment may be terminated without any further warning. No dismissals are to take place without the authority of the Executive Director.

#### 9.5 Disputes with Disciplinary Action

If a dispute should arise over the disciplinary action, the matter will be referred to the Australian Industrial Relations Commission or to an agreed independent conciliator or arbitrator for resolution.

#### 9.6 If after any warning, a period of twelve months elapses without any further warning or action, all reports relating to the warning must be removed from the staff member's personal file.

#### 9.7 Instant Dismissal

Nothing in these procedures will be taken to apply where the Executive Director, considers summary dismissal to be justified when it is established that a staff member clearly and wilfully performs acts of gross misconduct or gross neglect of duty including such acts as physical or sexual assault or theft. Any staff member accused of such action is to be advised by the Executive Director in the presence of a representative of the staff member's union or a person of the staff members choice, of employment termination and the reasons justifying the termination. Such a staff member so dismissed will have the right of appeal on the decision to be referred to the Australian Industrial Relations Commission for determination to establish whether such a termination was harsh, unjust or unreasonable. The relevant staff member of the staff member's representative shall be offered the opportunity to refute or defend the allegations of misconduct which have prompted management's consideration of instant dismissal.

- 9.8 In 9.1, 9.2 and 9.3 of the procedure a “warning” will include a clear statement of the staff member’s specific concerns, the staff member’s expectations regarding resolution of these matters and the time in which these are to be achieved.
- 10 Termination, change and redundancy and associated termination
- 10.1 Where the Executive or the Committee or the Executive Director on behalf of the Executive or the Committee have made a firm decision to seek:
- to reorganise AFAO activities in such a manner as to impact on the current roles and duties of staff members, their location of work, their manner of amount or payment of wages, salaries and other entitlements;
  - to reduce staff numbers by non-replacement, redeployment, voluntary redundancy or compulsory redundancy the terms of this clause will be followed.
- 10.1.1 The Executive Director will meet with any directly affected staff where consideration of a reorganisation or reduction in staff numbers is to be considered. The written notice to be provided in accordance with 10.1.2 will be provided to the directly affected staff at that meeting.
- 10.1.2 One month’s written notice will be given to all staff of the Executive, Committee or Executive Director consideration of reorganisation or reduction of staff numbers except in situations where funding is immediately withdrawn by the funding source. In these circumstances, one month’s notice shall be given where possible.
- 10.2 The notice will set out the issues which the reorganisation or reduction seeks to address and the justification for the reorganisation or reduction.
- 10.3 The Executive Director will consult the staff on their views of the proposed reorganisation or reduction.
- 10.4 The consultation will include consideration in any proposed reorganisation of the following:
- 10.4.1 freezing of recruitment of any new staff members with exemptions only on a case by case basis where there is a demonstrated need
  - 10.4.2 reorganisation on an agreed basis of the work of current staff in such a way as to meet changed needs of the organisation
  - 10.4.3 assistance to existing staff members in developing skills and experience to enable reorganisation of the work of the organisation
  - 10.4.4 retraining and redeployment of current staff where those staff have the capacity to be retrained and/or redeployed to new positions within a reasonable period of time; staff to be retrained or redeployed will be sought as a result of a call for expressions of interest.
  - 10.4.5 short term cost saving measures being put in place.
- 10.5 Voluntary redundancy may be put in place in the following way:
- 10.5.1 A call for expressions of interest will be made to all staff.
  - 10.5.2 Positions will be identified which would not be filled if vacated unless substantially changed.
  - 10.5.3 Expressions of interest for positions identified under 10.5.2 will be considered by the Executive Director or the Executive.



10.5.4 Where an expression of interest is accepted, the following payment schedule will apply:

- \$5,000 (less any payment for work performed during a mutually agreed notice period)
- 2 weeks per year of continuous employment
- an extra 2 weeks if the staff member is over 45 years of age
- a maximum payment capped at the equivalent of 26 weeks pay

10.5.5 A person in a position where an expression of interest has been accepted will be provided with

- at least one day per week to pursue alternative work opportunities
- ACTU accredited and approved financial counselling and investment advice
- any other agreed support measures such as career counselling.

10.5.6 Any person accepting voluntary redundancy will not be eligible for re-employment at AFAO for a period of at least twelve months.

10.6 Compulsory redundancy may be put in place in the following way:

10.6.1 The Executive Director and the Executive or the Committee have given notice of an intended reorganisation or reduction in staff numbers and the Executive Director has consulted staff on options and alternatives to compulsory redundancy.

10.6.2 Voluntary redundancy measures have been considered by the Executive Director and the Executive or the Committee.

10.6.3 The position or positions to be subject to compulsory redundancy have been identified and consulted on with staff.

10.6.4 Written notice of the compulsory redundancy will be provided to the affected staff member(s).

10.6.5 Where a compulsory redundancy is to be made the following severance payment schedule will apply:

- \$5,000 (less any payment for work performed during a mutually agreed notice period)
- 2 weeks per year of continuous employment
- an extra 2 weeks if the staff member is over 45 years of age
- a maximum payment capped at the equivalent of 26 weeks pay

10.6.7 Any staff member who objects to the application of compulsory redundancy of his/her position will be given the ability to register an objection within seven (7) days of receipt of the notification of it. Such an objection will be considered in line with the grievance procedure set out in this Agreement.

10.6.8 Any staff member compulsorily made redundant will be advised of any vacancy for a position within the organisation during the following twelve (12) months.

11. Period of agreement and review

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