

REGISTER OF ENTERPRISE AGREEMENTS

ENTERPRISE AGREEMENT NO: EA05/366

TITLE: **NSW Users and AIDS Association, Inc. (NUAA) Enterprise Agreement 2005**

I.R.C. NO: IRC5/5097

DATE APPROVED/COMMENCEMENT: 26 October 2005 / 26 October 2005

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**NEW AGREEMENT OR
VARIATION:** New.

GAZETTAL REFERENCE: 6 January 2006

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COVERAGE/DESCRIPTION OF

EMPLOYEES: The agreement applies to all employees employed by NSW Users and Aids Association Inc. (NUAA) who fall within the coverage of the Social and Community Services Employees (State) Award.

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

**NSW Users and AIDS Association, Inc. (NUAA) Enterprise
Agreement 2005**

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Part 1 — Arrangement, Title, Parties and Duration

1.1 Title

This agreement will be known as the **NSW Users and AIDS Association, Inc. (NUAA) Enterprise Agreement — 2005**.

1.2 Parties Bound

This agreement is binding on

- 1.2.1 the NSW Users and AIDS Association, Inc. (referred to as 'NUAA') at 345 Crown Street, Surry Hills NSW 2010, and
- 1.2.2 the Australian Services Union of New South Wales (referred to as 'the Union') at 619 Elizabeth Street, Redfern NSW 2106.

1.3 Duration of the Agreement

This agreement will operate from registration and will remain in force for a period of three years.

1.4 Scope of the Agreement

- 1.4.1 This agreement will be read in conjunction with the parent award, the Social and Community Services Employees (State) Award. Where there is any inconsistency, this Agreement will apply.
- 1.4.2 If, during the period of operation of this agreement, the conditions contained in the parent award are improved to exceed any of the corresponding conditions in this Agreement the Award will prevail over this Agreement.
- 1.4.3 This agreement applies to all employees of NUAA.

1.5 Implementation of the Agreement

A committee to monitor the implementation of the Agreement will be formed when the document is ratified. It will comprise two members of the board of governance and two members of staff (ASU members) and will furnish quarterly progress reports on the implementation of the Agreement to the NUAA board of governance and to the Union.

Part 2 — Engagement of Employees

2.1 Terms of Engagement — General

- 2.1.1 NUAA is an affirmative action employer and its employment practices reflect the principles and values of the NUAA Strategic Plan 2005. NUAA fully complies with all Equal Opportunity legislation.
- 2.1.2 Each employee will be informed in writing as to the terms of his/her engagement, whether full-time, part-time, fixed term or casual, and in particular any special conditions applying to the position (including probationary period).
- 2.1.3 Each casual employee will receive such details in writing on his/her initial engagement.
- 2.1.4 On commencement of duties with NUAA each employee will be provided with a job description outlining specific duties to be performed and hours of work, a copy of this Enterprise Agreement and induction documents from the NUAA OH&S Committee.
- 2.1.5 All employees will participate in a structured Staff Induction Process on commencement of duties with the organisation.
- 2.1.6 As it relates to structural and duty changes (including change of work team), the job description may only be varied after consultation with the affected staff member.
- 2.1.7 All employees (other than fixed term or casual employees) will be deemed to have ongoing employment as defined by the Award.
- 2.1.8 Permanent and fixed term employees will be able to negotiate job-sharing arrangements in accordance with current NUAA policy.

2.1 Probation

- 2.1.2 New employees are subject to a twelve week probationary period.
- 2.1.3 Where compelling reasons exist this period may be extended by up to a further twelve week period.
- 2.1.4 Employees will receive notice of the intention to extend the probationary period two weeks prior to the end of the initial probation period.
- 2.1.5 Criteria for the successful completion of the probationary period are
 - 2.1.5.1 satisfactory undertaking of the roles and responsibilities outlined in the position description
 - 2.1.5.2 satisfactory completion of tasks as determined by the work plan during the probationary period.
 - 2.1.5.3 demonstrated commitment to the aims and objectives of NUAA.
- 2.1.6 An employee who fails to satisfactorily complete the probationary period will be terminated with two weeks' paid notice or immediately with the payment of two weeks salary by mutual agreement.

2.2 Full-Time Employees

An employee not specifically engaged on a part-time, casual or fixed term basis will be a full-time employee and will work thirty-five hours per week.

2.3 Part-Time Employees

- 2.3.1 A part-time employee is a person who works a specified number of regular days and/or hours being less than thirty-five hours per week.
- 2.3.2 A part-time employee will be paid a minimum of three hours on each day worked.
- 2.3.3 A part-time employee will be paid an hourly rate calculated on the basis of one thirty-fifth of the appropriate weekly rate prescribed in the NUAA Wages Schedule.
- 2.3.4 A part-time employee will be entitled to all benefits under this Agreement on a pro rata basis.

2.4 Fixed Term Employees

- 2.4.1 A fixed term employee will be engaged to work on either a full-time or part-time basis
 - 2.4.1.1 for the completion of a specifically funded task or project, not subject to recurrent funding, or
 - 2.4.1.2 to relieve an employee who is undertaking a specifically funded task or project for a defined period, or
 - 2.4.1.3 to relieve in a vacant position arising from an employee taking leave in accordance with this Agreement, provided that the term will not exceed twelve months, or
 - 2.4.1.4 for the temporary provision of specialist skills that are not available within the organisation for a specified period of time, provided that the term will not exceed twelve months, or
 - 2.4.1.5 to fill a short term vacancy resulting from the resignation of a permanent employee during the recruitment and selection process, provided that the term will not exceed twelve months.
- 2.4.2 A fixed term employee will not be employed to fill a position previously held by a permanent employee except under circumstances specified above.
- 2.4.3 This Agreement will apply to a fixed term employee except when it expressly stated that it does not apply.
- 2.4.4 When offering employment on a fixed term basis, the employer will advise the employee in writing of the temporary nature of the employment, the actual or expected duration of employment, and that employment beyond the period is not expected.
- 2.4.5 The employer and a fixed term employee may agree to the duration of the period of appointment to that position being extended once only, provided that the extension will not exceed six months. This clause does not preclude a fixed term employee from applying for a full time or other position at NUAA during the period of employment.
- 2.4.6 If a fixed term employee is subsequently appointed to a full-time or part-time position, any period of the fixed term contract completed immediately prior to the commencement of the full-time or part-time position will be recognised as service for calculating leave entitlements, provided that the employee has not taken or received payment in lieu of those leave entitlements.

2.5 Casual Employees

- 2.5.1 A casual employee is an employee employed to perform work of a short term or irregular nature as defined by the Award.
- 2.5.2 A casual employee will be paid an hourly rate equal to one-thirty fifth of the appropriate weekly rate prescribed in NUAA Wages Schedule, plus an additional loading of fifteen per cent (annual leave loading) plus an additional 8.33 per cent.
- 2.5.3 In accordance with the Annual Holidays Act 1944, a casual employee is entitled to payment in lieu of annual leave at the end of each engagement in addition to entitlements under this clause, ie an amount equal to one-twelfth of the employee's ordinary pay for such period of engagement.
- 2.5.4 A casual employee will be paid a minimum of three hours at the appropriate rate for each engagement.
- 2.5.5 NUAA will only hire staff from an agency on a temporary basis and for periods of no longer than six months. Such staff remain employees of that agency subject to the rights and pay rates provided by the agency.

2.6 Contractors

From time to time specific functions within NUAA (eg IT support) may be fulfilled using contractors. These positions will be approved by the Board of Governance.

Part 3 — Hours of Work

3.1 Ordinary Hours of Work

- 3.1.1 The ordinary hours of work will be thirty-five hours per week.
- 3.1.2 An additional two and a half hours per week will be worked and be regarded as ordinary hours to provide a roster day every twenty days.
- 3.1.3 Ordinary hours will be worked between the hours of 8am and 8pm and will not exceed nine hours per day, excluding meal breaks.
- 3.1.4 Employees required to travel in their own time (other than time normally taken to attend employment) to attend NUAA business will be reimbursed at single time.

3.2 Time in Lieu of Overtime (TIL)

- 3.2.1 Overtime may only be worked at the direction of, or with the prior approval of, the Executive Officer.
- 3.2.2 All overtime worked is reimbursed by way of time in lieu at the applicable overtime rate.
- 3.2.3 Overtime is hours worked in excess of 37.5 per week before 8 am or after 8 pm Monday to Friday, or any time on Saturdays, Sundays and Public Holidays.
- 3.2.4 Overtime hours worked in any one week are reimbursed at the following rate:
 - 3.2.4.1 hours worked in excess of 37.5 and up to 47.5 will be reimbursed as single time
 - 3.2.4.2 hours worked in excess of 47.5 and any hours worked on Saturday will be reimbursed as time and a half
 - 3.2.4.3 hours worked on Sundays and Public Holidays will be reimbursed as double time.
- 3.2.5 A maximum of fourteen hours time in lieu may be accrued, except where a staff member has already accrued fourteen hours and is then directed by the Executive Officer or supervisor to work additional time, the fourteen hours already accrued and the additional overtime hours will not be forfeited. No further time in lieu can be accrued until this amount is reduced.
- 3.2.6 Time in lieu may be taken in advance, to a maximum of fourteen hours.
- 3.2.7 When the maximum time in lieu hours have been accrued, time will be made available to the employee to clear his or her balance.
- 3.2.8 The provisions of Clause 3.2 Time in Lieu of Overtime (TIL) will not apply to the position of Executive Officer.

3.3 Rostered Day Off (RDO)

- 3.3.1 By incorporating an additional two and a half hours per week described in Clause 3.1.2, employees will accrue rostered days off
 - 3.3.1.1 one RDO in every twenty day working day period and
 - 3.3.1.2 five RDOs as an additional period of annual leave
- 3.3.2 RDOs must be taken as they fall due, but at a time convenient to NUAA.
- 3.3.3 Accumulated RDO hours totalling more than fourteen will be forfeited.
- 3.3.4 This clause applies to part time employees on a pro-rata basis.
- 3.3.5 When the maximum RDO hours have been accrued, time will be made available to an employee to clear his/her balance.

3.4 Call Back

- 3.4.1 An employee who is recalled to work after leaving work will be paid a minimum of three hours at the appropriate overtime rate for time worked.
- 3.4.2 The employee will not be required to work the full three hours if the work is completed in a shorter period.

3.5 Meal and Rest Breaks

- 3.5.1 A meal break of not less than thirty minutes will be allowed each day, for lunch and/or dinner. No employee should be required to work more than five hours continuously without a meal break. However, where this is unavoidable, any time worked in excess of five hours will be paid at the overtime rates set out in this Agreement until such time as the employee takes a meal break, at the direction of the Executive Officer,
- 3.5.2 Nothing in this clause should be deemed to mean that an employee would be deprived of, or deprive him/herself of a meal break, because of pressure of work.
- 3.5.3 Staff required to do computer data entry work will take regular rest breaks in accordance with OH&S provisions.

Part 4 — Classifications, Pay and Superannuation

4.1 Classifications

- 4.1.1 A classification structure is to be developed within the first six months of this agreement.
- 4.1.2 Any staff member whose position is reclassified in the development of the new structure will receive any relevant salary increase backdated to the registration of this Agreement.

4.2 Rates of Pay

- 4.2.1 Employees will be paid in accordance with the NUAA Wages Schedule (at Annexure A).
- 4.2.2 The rates of pay in this Agreement will be increased by the indexation rate as passed on by the NSW Department of Health and/or the rate of other (non-specific) grant enhancements for the period to which they apply.

4.3 Payment of Wages

- 4.3.1 The weekly rate of pay will be the annual rate of pay divided by fifty-two.
- 4.3.2 All wages will be paid weekly by direct bank deposit. Funds will be transferred on the Tuesday of each week.
- 4.3.3 The pay day above will not be changed without the agreement of a majority of the employees.
- 4.3.4 Annual increments, where they apply (see NUAA Wages Schedule at Annexure A), will be paid on the pay day following the anniversary of the employee's commencement of employment with NUAA.
- 4.3.5 NUAA may deduct from amounts due to an employee only such amounts as authorised in writing by the employee and deductions of income tax required to be made to the Australian Taxation Office.
- 4.3.6 On termination of employment, wages and any other monetary entitlements due to an employee will be paid on the date of termination.

4.4 Salary Packaging

Changes to NUAA Salary Packaging scheme will be consistent with any Award amendments.

4.5 Higher Duties

- 4.5.1 An employee who is called upon to perform the duties of another employee in a higher classification for five or more consecutive working days, will be paid for those days at a rate not less than the minimum rate prescribed for the higher classification.

- 4.5.2 Appointment to higher duties will require demonstrated skills to perform the duties required.
- 4.5.3 Where the period of higher duties is greater than four weeks, all employees will be given the opportunity to express an interest in the position.
- 4.5.4 Where more than one person has indicated an interest for higher duties the recommendations of the Executive Officer will indicate the reasons for selection.
- 4.5.5 The payment for higher duties will be considered to be the employee's ordinary rate of pay for all purposes for the period the employee is in receipt of the higher duties payment.
- 4.5.6 Where a public holiday falls within a period referred to in Clause 4.5.1 it will be considered as time worked in the higher classification.
- 4.5.7 Where higher duties are performed as a result of a position vacancy, this will not extend beyond twenty six weeks.
- 4.5.8 An employee required to perform the work of another employee will not suffer any reduction in his/her wage.
- 4.5.9 Where the Executive Officer is on leave from the position for a period of six days or more the position will be filled from within the staff team.

4.6 Superannuation

- 4.6.1 NUAA will contribute to a superannuation fund as specified in Clause 4.6.2 on behalf of each eligible employee, and will comply with the Superannuation Guarantee (Administration) Act 1992 as amended from time to time and will provide advice monthly to each employee of contributions made.
- 4.6.2 Choice of Superannuation Fund. NUAA will make contributions to either of the following funds:
 - 4.6.5.1 the Health Employees' Superannuation Trust Australia (HESTA)
 - 4.6.5.2 the Australian Superannuation Savings Employment Trust (ASSET).
- 4.6.3 Each employee will be required to complete a membership application for the Fund of his/her choosing. NUAA will forward the application to the Fund by the end of the first month of employment.
- 4.6.4 The default fund will be the Health Employees' Superannuation Trust Australia (HESTA).
- 4.6.5 Additional employee Superannuation contributions may be made under the following conditions:
 - 4.6.5.1 An employee may make contributions to the fund in addition to those made by NUAA.
 - 4.6.5.2 An employee who wishes to make additional contributions must authorise NUAA in writing to pay into the Fund from the employee's wages a specified amount in accordance with the Fund trust deed and rules.
 - 4.6.5.3 When NUAA receives such written authorisation from the employee, payments into the Fund on behalf of the employee must commence within fourteen days of receipt of the authorisation.

Part 5 — Allowances and Amenities

5.1 Allowances

Allowances will be increased in line with the Award, with the exception of those identified in the NUAA Allowances Schedule as amended from time to time (at Annexure B).

5.1.1 Travel and Motor Vehicle Allowance

5.1.1.1 In general, employees will use a NUAA vehicle for work-related travel. Approval from the Executive Officer however may be sought for the use of a private vehicle and for reimbursement according to the NUAA Allowances Schedule (at Annexure B).

5.1.1.1.1 Where approval is given for the use of private cars for interstate travel, the reimbursement will be up to the value of an economy airfare.

5.1.1.1.2 Taxis may only be used when a NUAA vehicle is not available or when it is economical to do so.

5.1.1.2 Employees will be reimbursed the cost of any public transport travel incurred in performing their duties.

5.1.1.3 When air travel is necessary it will be booked at the economy rate.

5.1.2 On Call Allowance

5.1.2.1 Employees may be required from time to time to be on call in order to maintain out of hours services.

5.1.2.2 Employees required to be on call will be paid \$15 per twenty-four hour period or part thereof.

5.1.2.3 Where employees are required to attend the workplace when on call the provisions of Clause 3.4 Call Back will apply.

5.1.3 Expenses

5.1.3.1 An employee required to stay away from home overnight will be paid a daily allowance to cover accommodation and meals in accordance with the NUAA Allowance Schedule.

5.1.3.2 NUAA will reimburse all reasonable expenses, including the cost of telephone calls, necessarily incurred by an employee in carrying out his/her duties subject to reasonable proof of the expenses being supplied to NUAA.

5.1.4 Relocation Assistance

Expenses related to relocating place of residence in order to take an appointment to a NUAA position will be negotiated with the Executive Officer at the time of appointment and will be documented in the letter of appointment.

5.1.5 First Aid Allowance

5.1.5.1 An employee who holds a current first-aid certificate issued by the St. John Ambulance Association or Australian Red Cross Society or equivalent qualification and who is a nominated First Aid Officer appointed by NUAA will be paid in accordance with the NUAA Allowances Schedule.

5.1.5.2 This allowance will also be paid to staff designated as outreach workers.

5.2 Location and Amenities

- 5.2.1 All employees will be located in the NUAA Sydney office unless otherwise specified in their position descriptions.
- 5.2.2 NUAA will provide reasonable toilet and washing facilities for the use of employees in the workplace.
- 5.2.3 NUAA will supply and maintain reasonable heating and cooling appliances for the safe and healthy functioning of the workplace.
- 5.2.4 NUAA will provide reasonable facilities for the taking of meals, including a table and chairs, boiling water, a refrigerator, a suitable place for the storing of utensils and supplies and a sink and running water.
- 5.2.5 NUAA will provide for employees a rest area adequately furnished.
- 5.2.6 NUAA will maintain all amenities in a safe and hygienic manner and to a reasonable standard.

Part 6 — Leave

6.1 Sick Leave

- 6.1.1 Each employee is entitled to fifteen days' Sick Leave on full pay for each year of service. For the purpose of this clause, illness includes injury, impairment, mental illness or any medical condition preventing the employee from carrying out his/her duties.
- 6.1.2 Where the absence exceeds two consecutive days a medical certificate is required.
- 6.1.3 Each employee will take all reasonably practicable steps to inform the employer of his/her inability to attend for work and will as far as possible indicate the estimated duration of the absence. This information will be given within twenty-four hours of the start of the absence.
- 6.1.4 Sick Leave entitlement is cumulative. There will be no payment of portions of Sick Leave not taken on retirement or termination.
- 6.1.5 Where an employee has taken Sick Leave, he/she will not be required to work any ordinary hours other than those previously rostered so as to avoid or minimise the requirement on an employer to provide paid sick leave.
- 6.1.6 Sick Leave is not payable where an employee is entitled to worker's compensation. However, NUAA employees may access Sick Leave during the time lag between lodging the claim and its acceptance by the insurance provider.
- 6.1.7 An employee who becomes ill whilst on annual leave will be entitled to additional leave equivalent to the period of illness or injury, which occurred during the leave. A medical certificate is required as proof of such illness/injury.
- 6.1.8 Where an employee has exhausted his/her Sick Leave, the Executive Officer may agree to the taking in advance of five days' Sick Leave per year. In these circumstances a medical certificate will be required as proof of illness.

6.2 Special Support Leave

- 6.2.1 Permanent employees are entitled to ten days per year Special Support Leave specifically for the management of their hepatitis C, HIV/AIDS or drug treatment issues.
- 6.2.2 Application for Special Support Leave will be made to the Executive Officer and will be accompanied by a medical certificate relating to the issue.
- 6.2.3 This leave may be taken when required, regardless of the employee's amount accrued of the Sick Leave under Clause 6.1.1.
- 6.2.4 Special Support Leave does not accumulate from year to year.

6.3 Annual Leave

- 6.3.1 All employees are entitled to Annual Leave of twenty-five days, being twenty days with an additional five days accrued from RDOs as per Clause 3.3.1.2.

- 6.3.2 Annual Leave may be taken as it accrues. However, such leave is not available to employees within their probationary period.
- 6.3.3 By arrangement Annual Leave entitlements will be paid either in advance of leave or in regular instalments on normal paydays during the period of leave.
- 6.3.4 Employees may accrue a maximum of seven and a half weeks' Annual Leave. Periods of leave in excess of seven and a half weeks must be taken unless otherwise approved by the Executive Officer.
- 6.3.5 NUAA will close during the Christmas/New Year period each year. Employees will be paid at ordinary rates of pay for the period 25 December to 1 January inclusive. No deduction will be made to Annual Leave or other entitlements in this period.
- 6.3.6 All other provisions of the Annual Holidays Act 1944 will apply.

6.4 Annual Leave Loading

- 6.4.1 All employees will be paid a loading of 17.5% of their normal weekly pay when taking Annual Leave.
- 6.4.2 This loading applies to the twenty-five days leave entitlement per annum.
- 6.4.3 On termination of employment, Annual Leave loading will be paid on all outstanding annual leave entitlements. This provision does not apply to an employee terminated for gross misconduct.

6.5 Long Service Leave

- 6.5.1 The Long Service Leave Act 1955 applies, with the following exceptions:
- 6.5.2 Employees are entitled to Long Service Leave after five years' service at the rate of six weeks leave for each five years of service.
- 6.5.3 Where an employee is made redundant by NUAA with three or more years service, Long Service Leave will be paid out on a pro-rata basis. This does not apply to employees who are terminated for gross misconduct.
- 6.5.4 An employee resigning from NUAA prior to the completion of five years' service has no Long Service Leave entitlement.

6.6 Calculation of Continuous Service

- 6.6.1 Continuous service will be calculated from the first day of employment where the employment is for consecutive periods with breaks of less than two months.
- 6.6.2 Service is considered to be continuous regardless of
 - 6.6.2.1 absence from work on paid leave.
 - 6.6.2.2 unpaid approved absences. Such periods do not count as time worked, except when less than four weeks duration.

6.7 Public Holidays

- 6.7.1 New Year's Day, Australia Day, Good Friday, Easter Saturday, Easter Monday, Anzac Day, Queen's Birthday, Labour Day, Christmas Day, Boxing Day, and any holiday duly proclaimed and observed as a public holiday within NSW will be observed as Public Holidays.
- 6.7.2 Such public holidays will be granted to full time, part time and fixed term employees on full pay on those days on which they are normally required to work.

- 6.7.3 Employees may take leave for cultural or religious days of significance. These days will be taken from existing leave entitlements, as unpaid leave, or as Special Leave.

6.8 Personal Carer's Leave

- 6.8.1 An employee with responsibilities in relation to a person described in Clause 6.8.3.2 who needs his/her care and support will be able to use any Sick Leave entitlement for absences to provide care and support for such person who is ill.
- 6.8.2 The employee will, if required, establish by production of a medical certificate or statutory declaration, the illness of the person concerned.
- 6.8.3 The entitlement to use Sick Leave in accordance with this clause is subject to
- 6.8.3.1 the employee being responsible for the care or support of the person concerned; and
- 6.8.3.2 the person concerned being a spouse or partner; 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, sibling or relative by affinity.
- 6.8.4 The employee will, wherever practicable, give NUAA prior notice of the intention to take leave, the name of the person requiring care, his/her relationship to the employee, the reasons for taking such leave and the estimated length of absence.
- 6.8.5 An employee may, with the approval of the Executive Officer, take unpaid leave for the purpose of providing care and support to a person described in Clause 6.8.3.2 who is ill.
- 6.8.6 An employee may, with the approval of the Executive Officer, take Annual Leave in single day periods in any calendar year at a time or times agreed by the parties for the purpose of providing care and support to a person described in Clause 6.8.3.2 who is ill subject to the Annual Holidays Act 1944.
- 6.8.7 An employee may, with the approval of the Executive Officer, work make-up time, under which the employee takes time off ordinary hours, and works those hours at a later time, during the spread of ordinary hours provided in this Agreement, at the normal rate of pay.

6.9 Bereavement Leave

- 6.9.1 An employee is entitled to up to five days paid leave on each occasion of the death of a person described in Clause 6.8.3.2. Bereavement Leave is not available to casual employees.
- 6.9.2 The employee must notify NUAA as soon as practicable of the intention to take Bereavement Leave and will, if required by the employer, provide proof of death.
- 6.9.3 Bereavement Leave may be taken in conjunction with other leave.

6.10 Special Leave

- 6.10.1 Employees are entitled to a maximum of three days' Special Leave each year, for such purposes as moving house, essential repairs to home or motor vehicle, attendance at school functions or days of cultural and religious significance.
- 6.10.2 Approval of such leave will be at NUAA's convenience and will not unreasonably affect the operation of the organisation, but will not be unreasonably withheld.
- 6.10.3 Special Leave does not accumulate from year to year.

6.11 Parental leave

- 6.11.1 A parent is the person having primary or sole guardianship or responsibility for a dependent child up to the age of six (including a sibling, natural birth child, adopted child or co-parented child).
- 6.11.2 The NSW Industrial Relations Act applies, with the following exceptions:
 - 6.11.2.1 Staff with twelve months' continuous service are entitled to twelve weeks paid leave plus forty weeks unpaid for the primary carer and six weeks' paid leave for the partner of the primary carer (where the partner is taking Parental Leave)
 - 6.11.2.2 If both parents work at NUAA paid Parental Leave will only be paid once per birth or adoption
- 6.11.3 All permanent employees with less than twelve months continuous service are entitled to Parental Leave on a pro-rata basis.
- 6.11.4 An employee who is entitled to Parental Leave will be entitled to nine weeks' paid special Parental Leave for any illness related to the pregnancy or in the event of miscarriage, still birth or termination, and as certified by a medical practitioner.
- 6.11.5 An employee may take sequentially any entitlement of accumulated Annual Leave without loss of any entitlement to Parental Leave.
- 6.11.6 Payment of Parental Leave may be made each pay period during the period of paid leave, or at half the employee's ordinary rate of pay for twice the period of paid leave entitlement.
- 6.11.7 Periods of paid Parental Leave will count for the purpose of accrual of other leave entitlements and for increment purposes and superannuation.
- 6.11.8 Where the parenting arrangement does not fit the traditional definitions of parent and family application may be made to the Executive Officer for paid or unpaid Parental Leave. Approval of this leave is at the discretion of the Executive Officer. Where possible, applications for paid and unpaid leave under this provision will be given favourable consideration.
- 6.11.9 Where two NUAA employees are eligible for Parental Leave in respect of the same child, they will be entitled to a total of seventy-eight weeks, twenty-six weeks of which they may take concurrently.

6.12 Workforce Development Leave

- 6.12.1 All employees will be encouraged to participate in appropriate workforce development activities including on-site or off-site training programs, seminars, conferences, workshops, site visits and placements.
- 6.12.2 Approval to participate in such activities will be sought through the NUAA Workforce Development Policy.
- 6.12.3 Attendance at such activities will be paid as time worked.

6.13 Study Leave

- 6.13.1 A full time employee enrolled in a unit of study (approved by NUAA at the time of enrolment), delivered either face-to-face or by distance learning, will be entitled to up to four hours' paid Study Leave per semester week.
- 6.13.2 Study Leave in Clause 6.13.1 may be accumulated throughout the academic year and taken prior to examinations, assessments or placements provided that the maximum taken at any one time will be one week.

- 6.13.3 An employee is entitled to one day paid Study Leave per subject during semester to study for examinations in courses approved by NUAA at the discretion of the Executive Officer.
- 6.13.4 An employee is entitled to Study Leave to attend examinations in courses approved by NUAA.
- 6.13.5 Part time employees will be entitled to Study Leave on a pro-rata basis.
- 6.13.6 This leave will be taken with the approval of the Executive Officer and at the convenience of NUAA to ensure the efficient and effective operation of the workplace.

6.14 Leave Without Pay

- 6.14.1 After twelve months' continuous service (see Clause 6.6) an employee may seek Leave Without Pay for any purpose.
- 6.14.2 Leave Without Pay will not break service but will not be counted as service for the purpose of accrual of entitlements of incremental increases.
- 6.14.3 Leave Without Pay will not be granted for periods of longer than twelve months.
- 6.14.4 Applications for Leave Without Pay will be made to the Executive Officer.

6.15 Court Service

- 6.15.1 A full-time, part-time or fixed term employee required to attend for jury or other service as subpoenaed by a court during his/her ordinary working hours will be reimbursed by NUAA an amount equal to the difference between the amount paid in respect of attendance for such court service and the amount of wages they would have received in respect of the ordinary time they would have worked had they not been on jury or other court service.
- 6.15.2 The employee will notify the Executive Officer as soon as possible of the date of jury service or court attendance. The employee will furnish documentary proof of attendance, the duration of such attendance and any amounts received.

Part 7 — Grievance and Dispute Management, Performance Appraisal, Termination, Unfair Dismissal, Organisational Change and Redundancy

7.1 Grievance and Dispute Settlement Procedures

- 7.1.1 NUAA staff are entitled to the rights and conditions around grievance and dispute settlement procedures in the NSW Social and Community Services Award unless otherwise covered in this Agreement.
- 7.1.2 Any dispute or grievance arising in the workplace other than a dispute or grievance arising directly from concern about an employee's work performance or conduct will be dealt with in the following manner:
 - 7.1.2.1 in the first instance, the employee will attempt resolution with his/her supervisor.
 - 7.1.2.2 in the event of failure to resolve the grievance or where a direct discussion between the employee and their immediate supervisor would be inappropriate, the employee may notify an accredited representative of the Union or other representative of their choice who will confer with the appropriate supervisor and/or manager to organise a meeting.
 - 7.1.2.3 any such meeting will be held as soon as possible after notification by the employee or their representative of the grievance or dispute or within a time frame agreed between both parties.
- 7.1.3 While the above procedure is being followed work will continue normally. No party will be prejudiced as to the final settlement by the continuation of work.
- 7.1.4 In the event of failure to resolve the grievance or dispute amicably between the parties, either party may refer the matter to the NSW Industrial Relations Commission.

7.2 Performance Appraisal

- 7.2.1 A Performance Appraisal System is to be developed during the first twelve months of this agreement.
- 7.2.2 Employees will receive an annual performance appraisal and regular supervision.
- 7.2.3 Each employee will negotiate work plan for a period of no longer than six months with his or her supervisor. The plan will be agreed by both the supervisor and the employee.
- 7.2.4 At an agreed period (four weeks) prior to the completion of the period of the work plan the employee and supervisor will review progress of the work plan.
- 7.2.5 A performance appraisal will be followed by the development of a new six month work plan.
- 7.2.6 Performance appraisal and supervision will be conducted apart from the disciplinary procedure.

7.3 Counselling and Disciplinary Processes

A Counselling and a Disciplinary Process will be developed during the first twelve months of this Agreement.

7.4 Termination of Employment

- 7.4.1 Nothing in this clause will prevent the summary dismissal of an employee for misconduct.
- 7.4.2 Except for gross misconduct, justifying summary dismissal, the services of an employee will be terminated by an employer only by giving four weeks' notice.
- 7.4.3 Where an employee is over 45 years of age he or she will receive one week's extra notice, provided the employee has had two or more years service at NUAA.
- 7.4.4 Nothing in this clause will prevent NUAA from giving payment in lieu of, and equal in value to, the period of notice in Clause 7.4.2.
- 7.4.5 An employee may terminate his or her service by giving the employer two weeks' notice or by forfeiture of two weeks pay in lieu of notice.
- 7.4.6 An employee with no less than twelve weeks' service will, on request, be given a Statement of Service, outlining the position held, duties performed and period of service.

7.5 Unfair Dismissal

- 7.5.1 An employee suspended from duty as a result of disciplinary action will continue to be paid his or her normal weekly pay during the period of suspension.
- 7.5.2 Termination of employment will not be harsh, unjust or unreasonable. This applies equally to terminations with or without notice.
- 7.5.3 Employees retain the right of appeal before NSW Industrial Relations Commission.

7.6 Organisational Change and Redundancy

- 7.6.1 This clause will apply in respect of full time and part time employees under this Agreement.
 - 7.6.2 This clause will not apply to employees with less than one year's continuous service. However, NUAA will give such employees an indication of the impending redundancy at the first reasonable opportunity.
 - 7.6.3 This clause will not apply where employment is terminated as a consequence of conduct that justifies instant dismissal, in the case of casual employees, or fixed term employees.
- 7.6.1 Introduction of Change
- 7.6.1.1 Where NUAA has made a decision to introduce changes in program, organisation, structure or technology that are likely to have significant effects on employees, NUAA will notify the employees who may be affected by the proposed changes and the Union.
 - 7.6.1.2 'Significant effects' above include termination of employment, major changes in the composition, operation or size of the NUAA's workforce, the elimination or diminution of job opportunities, promotion opportunities or job tenure, the alteration of hours of work, the need for retraining or transfer of employees to other work or locations and the restructuring of jobs.
- 7.6.2 Employer's duty to discuss change

- 7.6.2.1 NUAA will discuss with the employees affected and the Union the introduction of the changes referred to in Clause 7.1, the effects the changes are likely to have on employees and measures to avert or mitigate the adverse effects of such changes on employees, and will give prompt consideration to matters raised by the employees and/or the Union in relation to the changes.
- 7.6.2.2 The discussion will commence as early as practicable after a definite decision has been made by the employer to make the changes.
- 7.6.2.3 For the purpose of such discussion, NUAA will provide to the employees concerned and the Union, all relevant information about the changes including the nature of the changes proposed, the expected effects of the changes on employees and any other matters likely to affect employees provided that any employer will not be required to disclose confidential information the disclosure of which would adversely affect the employer.

7.6.3 Discussions before termination

- 7.6.3.1 Where NUAA has made a decision that it no longer wishes the job an employee has been doing to be done by anyone, and that decision may lead to the termination of employment, NUAA will hold discussions with any employee directly affected and with the Union.
- 7.6.3.2 This discussion will take place as soon as practicable after the decision has been made and will cover reasons for the proposed termination and measures to mitigate any adverse effects of any termination on the employees concerned.
- 7.6.3.3 NUAA will, as soon as practicable, provide the employees concerned and the Union with all relevant information on the proposed terminations, including the reasons for them, the number and categories of employees likely to be affected, the number of employees normally employed and the period over which the terminations are to be carried out.

7.6.4 Notice for changes in program, organisation or structure

- 7.6.4.1 In order to terminate the employment of an employee NUAA will give the following notice:

<u>Period of Continuous Service</u>	<u>Period of</u>
<u>Notice</u>	
<i>Less than 1 year</i>	<i>1 week</i>
<i>1 year and less than 3 years</i>	<i>2 weeks</i>
<i>3 years and less than 5 years</i>	<i>3 weeks</i>
<i>5 years and over</i>	<i>4 weeks</i>

- 7.6.4.2 In addition to the notice above, employees over 45 years of age at the time of the giving of the notice will be entitled to an additional week's notice.
- 7.6.4.3 Payment in lieu of notice will be made if the appropriate notice is not given. Employment may be terminated by part of the period of notice specified and part payment in lieu.

7.6.5 Time off during the notice period

- 7.6.5.1 During the period of notice of termination, an employee will be allowed up to one day's time off without loss of pay during each week of notice, to a maximum of five weeks, for the purposes of seeking other employment.
- 7.6.5.2 If the employee has been allowed paid leave for more than one day during the notice period for the purpose of seeking other employment, the employee will, at the request of the employer, be required to produce proof of attendance at an interview or the employee will not receive payment for the time absent.

7.6.6 Employee leaving during the notice period

If the employment of an employee is terminated (other than for misconduct) before the notice period expires, the employee will be entitled to the same benefits and payments under this clause as those to which the employee would have been entitled had the employee remained with the employer until the expiry of such notice. Provided that in such circumstances the employee will not be entitled to payment in lieu of notice.

7.6.7 Statement of employment

NUAA will, on receipt of a request from an employee whose employment has been terminated, provide a written statement specifying the period of the employee's employment and the classification of or the type of work performed.

7.6.8 Notice to Centrelink

Where a decision has been made to terminate the employment of employees, NUAA will notify Centrelink of this fact as soon as possible giving relevant information including the number and categories of the employees likely to be affected and the period in which the terminations are to be carried out.

7.6.9 Employment Separation Certificate

NUAA will, on request from an employee whose employment has been terminated, provide an "Employment Separation Certificate" in the form required by Centrelink.

7.6.10 Severance Pay

7.6.10.1 Where an employee is to be terminated under this clause, the employee will receive the following severance pay in respect of a continuous period of service:

7.6.10.2 Where an employee is under 45 years of age, the entitlement will be

<u>Years of Service</u>	<u>Entitlement</u>
<i>Less than 1 year</i>	<i>Nil</i>
<i>1 year and less than 2 years</i>	<i>4 weeks</i>
<i>2 years and less than 3 years</i>	<i>7 weeks</i>
<i>3 years and less than 4 years</i>	<i>10 weeks</i>
<i>4 years and less than 5 years</i>	<i>12 weeks</i>
<i>5 years and less than 6 years</i>	<i>14 weeks</i>
<i>6 years and over</i>	<i>16 weeks</i>

7.6.10.3 Where an employee is 45 years or over, the entitlement will be

<u>Years of Service</u>	<u>Entitlement</u>
<i>Less than 1 year</i>	<i>Nil</i>
<i>1 year and less than 2 years</i>	<i>5 weeks</i>
<i>2 years and less than 3 years</i>	<i>8.75 weeks</i>
<i>3 years and less than 4 years</i>	<i>12.5 weeks</i>
<i>4 years and less than 5 years</i>	<i>15 weeks</i>
<i>5 years and less than 6 years</i>	<i>17.5 weeks</i>
<i>6 years and over</i>	<i>20 weeks</i>

Part 8 — Miscellaneous Provisions

8.1 Occupational Health and Safety

- 8.1.1 The provisions of the Occupational Health and Safety Act 2000 (NSW) apply. In accordance with the Act the employer will take all reasonable action to ensure the health and safety of employees and will, in consultation with employees, adopt and implement appropriate health and safety policies and practices. As part of this policy NUAA provides a smoke-free workplace.
- 8.1.2 Any relocation of NUAA offices will 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 employee and management representatives will be convened within two weeks of receipt of the audit to manage implementation of the audit recommendations.
- 8.1.3 Staff appointed to the NUAA OH&S Committee will be granted paid time to attend compulsory and/or other courses in Occupational Health and Safety requirements.

8.2 Anti-Discrimination

- 8.2.1 This Agreement seeks to achieve the object in Section 3(f) of the Industrial Relations Act 1996, to prevent and eliminate discrimination in the workplace on the grounds of race, sex, marital status, disability, homosexuality, transgender identity, age and responsibility as a carer.
- 8.2.2 Under the Anti-Discrimination Act 1997 it is unlawful to victimise an employee because he or she has made or may make or has been involved in a complaint of unlawful discrimination or harassment.

8.3 Employees' Indemnity

NUAA will be responsible in accordance with the Employees' Liability Act 1991 to indemnify employees against liability for fault (as defined in that Act) arising out of the performance of their work.

8.4 Availability of Agreement

A copy of this Agreement will be kept in the workplace, and made available to all new employees.

8.5 Union Membership and Activities

- 8.5.1 NUAA will give each employee on appointment a copy of this Agreement and an ASU membership application form.
- 8.5.2 Nothing in this clause will be deemed to imply that union membership is compulsory.

- 8.5.3 Union members will be entitled to have their union fees deducted from their wages if they desire.
- 8.5.4 Union members may elect one member of staff to act as a workplace delegate. On being notified in writing by the Union that an employee has been appointed as a workplace delegate, NUAA will recognise this employee as an accredited representative of the Union and will allow him/her
 - 8.5.4.1 reasonable time in working hours, without loss of pay, to perform the tasks required to effectively represent union members in the workplace
 - 8.5.4.2 reasonable private access to union members to discuss union business and to non-union members for recruitment purposes
- 8.5.5 Reasonable access to the representatives of the employer for the purpose of resolving issues of concern to union members.
- 8.5.6 An accessible space for Union notices will be provided in the workplace.
- 8.5.7 Union members will be entitled to reasonable time off with pay within working hours to attend relevant Union meetings in the workplace.

8.6 Union Training

- 8.6.1 On written application to the employer an employee will be granted up to five working days' trade union training leave on ordinary pay in each calendar year. Such application will be made at least five days prior to the date of the requested leave and will be approved at the convenience of the organisation.
- 8.6.2 Union training leave is for the purpose of attending union training courses. Union training leave may also be used for the purpose of representing NUAA at sector-wide campaigns endorsed by the peak body, NCOSS. When the leave is for this purpose, attendance will be determined at NUAA team meetings in consultation with the Executive Officer and/or supervisor.
- 8.6.3 NUAA will not be required to meet any other associated costs of the training.
- 8.6.4 The granting of trade union training leave will be subject to the employer's convenience, but consent will not be unreasonably withheld.

8.7 General Savings

Nothing in this Agreement will be construed to reduce the wages and/or conditions to which any employee may have been entitled prior to the making of this Agreement.

For and on behalf of the NSW Users and AIDS Association Inc (NUAA)

Signature:

Name:

Position:

Date:

For and on behalf of The Australian Services Union of NSW (ASU)

Signature:

Name:

Position:

Date:

Annexure A — NUAA Wages Schedule

		Band			
		Year 1	Year 2	Year 3	Year 4
Classification	Level 6	\$82 171	\$85 656	\$91 023	\$95 032
	Level 5	\$54 368	\$56 572	\$58 881	\$61 295
	Level 4	\$50 574	\$52 812	\$55 126	\$57 330
	Level 3	\$45 823	\$48 196	\$50 210	\$52 220
	Level 2	\$36 804	\$38 573	\$40 965	\$43 270
	Level 1	\$31 930	\$33 826	\$35 684	\$37 569

Note: The payscale at Level 4 relates to a specialised financial management position which has no staff supervisory role.

Annexure B — NUAA Allowances Schedule

Motor Vehicle *(relates to Clause 5.1.1 Travel and Motor Vehicle Allowance)*
\$0.50 per kilometre

Daily Allowance *(relates to Clause 5.1.3 Expenses)*
An employee required to stay away from home overnight will be paid a daily allowance to cover expenses including accommodation and meals.

Capital Cities:

Adelaide \$207.35	Brisbane \$201.35	Canberra \$185.35
Darwin \$202.35	Hobart \$189.35	Melbourne \$235.35
Perth \$202.35	Sydney \$238.35	

Country Centres:

Alice Springs \$170.35	Bathurst \$157.80	Bendigo \$157.80
Broome \$201.35	Burnie \$157.80	Cairns \$157.80
Christmas Is \$185.35	Cocos Is \$185.35	Devonport \$173.35
Exmouth \$177.35	Geraldton \$157.80	Gold Coast \$187.35
Gosford \$157.80	Halls Creek \$157.80	Horn Island \$193.35
Jabiru \$255.35	Kalgoorlie \$171.35	Karratha \$231.35
Kununurra \$183.35	Launceston \$169.35	Maitland \$157.80
Maria \$157.80	Newcastle \$172.35	Newman \$198.85
Nhulunbuy \$206.35	Norfolk Is \$184.35	Northam \$170.35
Orange \$157.80	Paraburdoo \$202.35	Pt Headland \$194.35
Thursday Is \$215.35	Tom Price \$175.35	Wagga \$157.80
Weipa \$200.35	Wilpena \$180.35	Wollongong \$170.35
Wyndham \$157.80	Yulara \$446.85	

All other Country Centres: \$145.80

Meals *(relates to Clause 5.1.3 Expenses)*
An employee required to travel in the course of his/her work other than to or from their usual place of work, will be entitled to a meal allowance for breakfast (if leaving home prior to 7am), for lunch (if leaving home prior to 7am and not returning to work or home before 1pm) and for dinner (if returning home after 7pm).

An employee required to work until or beyond 8pm, over and above his/her normal hours of work, will be entitled to a meal allowance for dinner and a paid taxi fare for that evening to his/her place of residence.

Breakfast \$17.70	Lunch \$19.75	Dinner \$34.05
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First Aid *(relates to Clause 5.1.5 First Aid Allowance)*
\$7.72 per week.