DEcision

Fair Work Act 2009
s.185 - Application for approval of a single-enterprise agreement

AIDS Council of SA Inc T/A ACSA
(AG2012/8512)

ACSA Enterprise Agreement; 2012-2015
Social, community, home care and disability services

Commissioner Hampton
Adelaide, 31 October 2012

Application for approval of the ACSA Enterprise Agreement; 2012-2015.

[1] An application has been made for approval of an enterprise agreement known as the ACSA Enterprise Agreement; 2012-2015 (the Agreement). The application was made pursuant to s.185 of the Fair Work Act 2009 (the Act) by AIDS Council of SA Inc T/A ACSA. The Agreement is a single-enterprise agreement.

[2] I am satisfied that each of the requirements of ss.186, 187 and 188 of the Act as are relevant to this application for approval have been met.

[3] The Australian Municipal, Administrative, Clerical and Services Union, being a bargaining representative for the Agreement, has given notice under s.183 of the Act that it wants the Agreement to cover it. In accordance with s.201(2) of the Act I note that the Agreement covers the organisation.

[4] The Agreement is approved and, in accordance with s.54 of the Act, will operate from 7 November 2012. The nominal expiry date of the Agreement is 30 November 2015.
AIDS COUNCIL OF SA INC (ACSA)

ENTERPRISE AGREEMENT 2012-2015

<table>
<thead>
<tr>
<th>PART</th>
<th>SECTION</th>
<th>PAGE</th>
</tr>
</thead>
<tbody>
<tr>
<td>1 PRELIMINARY</td>
<td>Introduction</td>
<td>4</td>
</tr>
<tr>
<td></td>
<td>1 CONTEXT OF THE AGREEMENT</td>
<td>4</td>
</tr>
<tr>
<td></td>
<td>2 OPERATION AND COVERAGE OF THE AGREEMENT</td>
<td>5</td>
</tr>
<tr>
<td></td>
<td>3 DEFINITIONS</td>
<td>7</td>
</tr>
<tr>
<td></td>
<td>4 PARTIES</td>
<td>8</td>
</tr>
<tr>
<td></td>
<td>5 TERM OF THE AGREEMENT</td>
<td>8</td>
</tr>
<tr>
<td></td>
<td>6 DISTRIBUTION OF AGREEMENT</td>
<td>8</td>
</tr>
<tr>
<td></td>
<td>7 GENERAL SAVINGS</td>
<td>8</td>
</tr>
<tr>
<td>2 EMPLOYEE ENGAGEMENT</td>
<td>8 TERMS OF EMPLOYMENT</td>
<td>8</td>
</tr>
<tr>
<td></td>
<td>9 EMPLOYMENT STATUS</td>
<td>9</td>
</tr>
<tr>
<td></td>
<td>10 CONTINUOUS SERVICE</td>
<td>11</td>
</tr>
<tr>
<td>3 RESPONSIBILITY OF EMPLOYEES</td>
<td>11 CONFIDENTIALITY AND NON-DISCLOSURE</td>
<td>11</td>
</tr>
<tr>
<td></td>
<td>12 PERFORMING NON-ACSA WORK</td>
<td>12</td>
</tr>
<tr>
<td></td>
<td>13 ADHERENCE TO POLICIES AND PROCEDURES</td>
<td>12</td>
</tr>
<tr>
<td>4 CLASSIFICATION STRUCTURE</td>
<td>14 CLASSIFICATIONS</td>
<td>13</td>
</tr>
<tr>
<td>5 SALARIES</td>
<td>15 SALARIES</td>
<td>13</td>
</tr>
<tr>
<td></td>
<td>16 SALARY INCREASE</td>
<td>13</td>
</tr>
<tr>
<td></td>
<td>17 INCREMENTAL ADVANCEMENT</td>
<td>13</td>
</tr>
<tr>
<td></td>
<td>18 PAYMENT OF SALARY AND SALARY PACKAGING</td>
<td>14</td>
</tr>
<tr>
<td></td>
<td>19 SUPERANNUATION</td>
<td>15</td>
</tr>
<tr>
<td></td>
<td>20 HIGHER DUTIES</td>
<td>15</td>
</tr>
<tr>
<td>6 ALLOWANCES</td>
<td>21 TRAVEL AND RELATED EXPENSES</td>
<td>15</td>
</tr>
<tr>
<td></td>
<td>22 FIRST AID</td>
<td>16</td>
</tr>
<tr>
<td>7 HOURS OF WORK</td>
<td>23 HOURS OF WORK</td>
<td>17</td>
</tr>
</tbody>
</table>
The AIDS Council of SA Enterprise Agreement 2012-2015

24. AMENITIES ............................................................................................................................. 18
25. TIMEKEEPING .......................................................................................................................... 18
26. OVERTIME .................................................................................................................................. 19
27. MEAL AND REST BREAKS .......................................................................................................... 20
28. PART 8 LEAVE ............................................................................................................................... 21
29. ANNUAL LEAVE .......................................................................................................................... 21
30. LONG SERVICE LEAVE ............................................................................................................ 22
31. LEAVE IN ADVANCE .................................................................................................................. 22
32. PUBLIC HOLIDAYS ....................................................................................................................... 22
33. NATIONAL DAYS, CULTURAL OR RELIGIOUS DAYS OF SIGNIFICANCE ................................ 23
34. PERSONAL LEAVE .................................................................................................................... 23
35. USE OF PERSONAL LEAVE FOR CARING PURPOSES ............................................................ 24
36. COMPASSIONATE LEAVE ......................................................................................................... 25
37. SPECIAL LEAVE ...................................................................................................................... 26
38. LEAVE WITHOUT PAY .............................................................................................................. 26
39. SECONDMENTS ....................................................................................................................... 26
40. COMMUNITY SERVICE LEAVE .......................................................................................... 26
41. JURY LEAVE ............................................................................................................................... 27
42. EDUCATION LEAVE .................................................................................................................. 27
43. PARENTAL LEAVE .................................................................................................................... 27
44. ALCOHOL AND OTHER DRUG TREATMENT LEAVE .............................................................. 29
45. BLOOD DONATION LEAVE ..................................................................................................... 30
46. PART 9 EMPLOYEE DEVELOPMENT ......................................................................................... 30
47. PERFORMANCE MANAGEMENT .............................................................................................. 30
48. LEARNING AND DEVELOPMENT ............................................................................................ 30
49. PART 10 EMPLOYEE RELATIONS ............................................................................................. 31
50. PROBLEM SOLVING .................................................................................................................. 31
51. DISCIPLINARY PROCEDURE .................................................................................................... 32
52. TERMINATION OF EMPLOYMENT .......................................................................................... 34
53. ORGANISATIONAL CHANGES AND REDUNDANCY ................................................................ 34
54. SEVERENCE TABLE ................................................................................................................ 36
55. CONSULTATION AND WORKPLACE RELATIONS .................................................................... 36
56. PART 11 OTHER MATTERS ...................................................................................................... 39
57. NO FURTHER CLAIMS .............................................................................................................. 39
PART 1  PRELIMINARY

INTRODUCTION

COVERAGE/DESCRIPTION OF EMPLOYEES:

The agreement applies to ACSA's employees other than employees who are designated as a Senior Officer, employed by the AIDS Council of SA within the coverage of the Social, Community Home Care and Disability Industry Services Award (2010).

PARTIES

AIDS Council of SA Inc
Australian Municipal, Administrative, Clerical and Services Union- SA & NT

AIM OF THE AGREEMENT

ACSA 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 ACSA and our ability to meet the needs of ACSA's clients.

This Agreement aims to enable ACSA 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 ACSA, the Australian Services Union (ASU) and employees in order to ensure that employees continue to be committed to their jobs and the success of ACSA. As such, the parties to this Agreement are committed to:

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

1. CONTEXT OF THE AGREEMENT

ACSA is South Australia's largest community-based HIV prevention and education agency. Our mission is to reduce the transmission of HIV and to support the growth of strong, resilient and healthy GLBT people, HIV positive people, people who inject drugs and sex workers. Our vision is equity, health and human rights.
To achieve this vision we draw expertise and assistance from employees, volunteers and our communities. One of ACSA's strategic goals is to ensure we have a motivated and skilled workforce, committed to best practice and responsive to changing needs.

We seek to recruit the best staff and management and to develop them to their fullest potential. ACSA believes that effective organisations value learning and critical reflection. We want to maintain an organisation where people value and respect one another and recognise the needs and priorities of our clients. This is reflected in Our Values:

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

The ACSA Strategic Plan 2010-2015 provides the context for the work of the organisation.

Employees of ACSA are bound by the policies and procedures of the employer including the confidentiality policy as adopted by the Board of Directors and attached as schedule 12A.

2. **OPERATION AND COVERAGE OF THE AGREEMENT**

2.1 Title

This Agreement will be known as the ACSA Enterprise Agreement; 2012-2015.

2.2 Operation of the Agreement

2.2.1 This Agreement exhaustively states the terms and conditions of employment of the employees it covers, other than those prescribed by statute.

2.2.2 This Agreement shall be read in conjunction with the Award and, to the extent that any intended inconsistency occurs between the Award and this Agreement, the Agreement shall prevail.

2.2.3 It is acknowledged that employment is subject to ACSA policies and guidelines, as varied from time to time, pertaining to matters in this Agreement, and that they will apply in the form they are in as at the time of the relevant action of decision.

2.2.4 This Agreement applies to all of ACSA's employees, other than employees who are designated as a Senior Officer, who are:

(a) employed at ACSA's establishments wherever located; and

(b) employed in classifications covered by the Social Community Home Care and Disability Industry Services Award 2010

2.2.5 Any provisions not covered in this agreement will be automatically covered by the National Employment standards or the award
2.3 Flexibility

2.3.1 ACSA and an employee covered by this enterprise agreement may agree to make an individual flexibility arrangement to vary the effect of terms of the agreement if:

(a) the agreement deals with one or more of the following matters:

(I) Arrangements about when work is performed;
(II) overtime rates;
(III) penalty rates;
(IV) allowances;
(V) leave loading; and

(b) the arrangement meets the genuine needs of ACSA and the employee in relation to one or more of the matters mentioned in paragraph (a); and

(c) the arrangement is generally agreed to by ACSA and the employee

2.3.2 ACSA must ensure that the terms of the individual flexibility arrangement:

(a) are about permitted matters under section 172 of the Fair Work Act 2009; and
(b) are not unlawful in terms of section 194 of the Fair Work Act 2009; and
(c) result in the employee being better off overall than the employee would be of no arrangement was made.

2.3.3 ACSA must ensure that the individual flexibility arrangement:

(a) is in writing; and
(b) includes the name of the employer and employee; and
(c) is signed by the employer and employee and employees under 18 years of age, signed by parent of the employee; and
(d) includes details of:

(1) the terms of the enterprise agreement that will be varied by the arrangement; and
(2) how the arrangement will vary effect of the terms; and
(3) how the employee will be better off overall in relation to the terms and conditions of his or her employment as a result of the arrangement; and
(e) states the day on which the arrangement commences.

2.3.4 ACSA must give the employee a copy of individual flexibility agreement within 14 days after it is agreed to

2.3.5 ACSA or the employee may terminate the individual flexibility arrangement:

(a) by giving no more than 28 days written notice to the other party to the arrangement; or
(b) if ACSA and the employee agree in writing at any time.

3. **DEFINITIONS**

For the purposes of this agreement, the following terms will be taken to have the meaning described in this clause:

(1) "the Act" means the Fair Work Act 2009;

(2) "AIDS Council of SA Inc.", the employer, is herein referred to as "ACSA"

(3) "Casual employee" shall mean an employee engaged as such and who is employed irregularly with a minimum of three hours pay or payment thereof for each engagement

(4) "Continuous service" shall include the meaning of service and continuous service under Section 22 of the Fair Work Act

(5) "Employee" shall include any persons employed by ACSA, but shall not include a volunteer worker whilst engaged in voluntary work

(6) "Fixed term employee" shall mean an employee engaged for a specific period of time, or to perform a specified task or set of tasks.

(7) "Full time employee" shall mean an employee who is engaged as such on a permanent basis and who is regularly employed for an average of 75 hours per fortnight

(8) "National Employment Standards" shall mean the minimum standards applying to employment of employees in accordance with Section 61 of the Fair Work Act

(9) "Part time employee" shall mean an employee who is engaged as such on a permanent basis and who is regularly employed for not less than 10 hours per week, with a minimum of 3 hours per day

(10) "Significant change" shall mean all the termination of employment, the elimination or diminution of job opportunities, promotional opportunities, job tenure or the use of skills, the alteration of work, the need for training or transfer of employees to other work or locations, the loss or reduction of working hours or income of employees, or the introduction of technological change.

(11) "Serious misconduct" has the meaning ascribed under Fair Work Regulations 2009 - REG 1.07

(12) "Senior Employee" refers to the employee employed by the Board of Directors and who is delegated the day to day management of the association

(13) "Unauthorised absences" refers to any period an employee is absent from duty without approval
(14) "Union" shall mean the Australian Municipal, Administrative, Clerical and Services Union (known as the Australian Services Union, or ASU).

4. PARTIES

The following are parties to this Agreement:

- the AIDS Council of South Australia Inc.;
- the Australian Municipal, Administrative, Clerical and Services Union (Australian Services Union, or ASU); and
- the employees set out in clause 3 - Coverage of the Agreement.

5. TERM OF THE AGREEMENT

The term of this Agreement will be from the date of registration with Fair Work Australia for a period of three years. This Agreement will continue until a new Agreement is negotiated, if appropriate or desirable. The parties commit to commencing negotiations within 6 months prior to the expiration of this Agreement.

6. DISTRIBUTION OF AGREEMENT

ACSA will ensure that all new and existing employees who are covered by this Agreement have access to a copy of this Agreement, and shall display such agreement on its intranet and website.

7. GENERAL SAVINGS

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

PART 2  EMPLOYEE ENGAGEMENT

The parties agree that continuity of service in human resources is essential to develop long-term projects and maintain effective relationships with ACSA's communities. The parties also agree that the benefits of investing in the training and development of employees are maximised through continuity of employment.

8. TERMS OF EMPLOYMENT

8.1 Upon commencement of employment:
The AIDS Council of SA Enterprise Agreement 2012-2015

(a) ACSA 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) ACSA will provide each employee, other than a casual employee, with a position description outlining duties to be performed.

(c) ACSA will appoint full time and part time employees for an initial probationary period of 6 months, having regard to the requirements of the position and the issues identified at the point of engagement. The employee shall be informed of the length of the probationary period at the time of engagement. During this period a probationary employee shall be entitled to be consulted on the review of their employment, and have an opportunity to be informed on the progress for their probation, and to answer any criticisms that may be raised during this period. Where a person has been appointed to a position on probation, ACSA may:

i. at any time during a period of probation, terminate the employment of the persons for unsatisfactory performance other than where protected by the provision of the Fair Work Act 2009

ii. Upon expiry of the period of probation, confirm the appointment, extend the period of probation for a period negotiated between the employee and the employer in order to address the performance issues, (which shall be no longer than three months) or terminate the appointment of the person if the performance of the person has not met the required performance standards and the person has had the opportunity to address the poor performance.

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

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

8.4 Where significant changes to work arrangements are intended, then clause 50 - Organisational Change and Redundancy, and Schedule 12B- ACSA Organisational Change Procedures will apply.

9. EMPLOYMENT STATUS

9.1 Permanent full-time employee

(a) A permanent full-time employee is a person engaged on a full-time basis to work full time hours of 75 hours per fortnight

(b) A permanent full-time employee is entitled to all the terms and conditions provided in this Agreement.

(c) A permanent full-time employee is paid at the annual salary set out in Schedule B prescribed for the classification of the position.
9.2 Permanent part-time employee

(a) A permanent part-time employee is a person who works a regular pattern of days and/or hours, as agreed from time to time, being less than those hours worked per fortnight by a full-time permanent employee.

(b) A permanent part time employee is paid at the pro rate annual salary set out in Schedule B prescribed for the classification of the position.

(c) The provisions of this Agreement will apply to permanent part-time employees on a pro rata basis.

9.3 Fixed term employee

(a) A fixed term employee is a person engaged for a specified period of time, or to perform a specified task or set of tasks, for a minimum of six weeks up to a maximum of twelve months or for the purpose of replacing a Staff member on leave.

(b) 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 B prescribed for the classification of the position.

(d) A fixed term employee can transfer unused entitlements to a new contract.

(e) Employees employed on a fixed term contract up to a period of 6 months may choose the option of 20% pay loading in lieu of all leave provisions.

(f) Contracts may be renewed no more than once for an additional period of six (6) weeks to six (6) months. If the position is required for longer than two contract periods, then employment must be offered according to Clause 9.1 or 9.2.

(g) Notice shall be given to employees regarding the renewal or otherwise of their contract no less than four (4) weeks prior to their contract expiring.

(h) Where funding is received for a specific time-limited project, fixed term employment may be offered for that period under this Clause

9.4 Casual employee

(a) A casual employee shall mean an employee employed to perform work of an irregular nature and generally short-term, for no longer than three months. If the employee is required beyond this period, employment shall be formalised according to Clauses 9.1, 9.2 or 9.3.

(b) A casual employee is paid at the hourly rate set out in Schedule B prescribed for the classification of the position, which includes a casual loading of 25%.
(c) A casual employee will be paid a minimum of three hours at the appropriate rate for each engagement.

(d) A casual employee will not be entitled to any paid leave provisions in this Agreement.

(e) Casual employees, upon engagement, are to be informed in writing that:

i. they are hired by the hour

ii. they will be paid for actual time worked

iii. they are not entitled to payment for public holidays not worked nor payment for paid leave of any type (excluding Long Service Leave).

10. CONTINUOUS SERVICE

Continuous service will be calculated from the first date of employment for casual, part-time and temporary employees where employment has been for consecutive periods with breaks of no more than three months, unless leave has been authorised by the employer.

PART 3 RESPONSIBILITY OF EMPLOYEES

11. CONFIDENTIALITY AND NON-DISCLOSURE

Given the nature of ACSA, its services and its clients, it is essential that all employees respect the confidentiality of all ACSA clients, employees and ACSA material and information. ACSA staff and volunteers are bound by the Confidentiality policy as adopted by the Board of Directors and attached as schedule 12B. Specifically,

11.1 Employees must not reveal to any other person, any confidential information about:

(a) the business of ACSA;
(b) ACSA employees or volunteers;
(c) ACSA clients,

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

11.2 Confidential information can be provided to other staff and volunteers only with the express consent of ACSA 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 members or volunteer's duties.

11.3 This obligation

(a) is subject to any legal obligation to disclose the information; and
The AIDS Council of SA Enterprise Agreement 2012-2015

(b) applies both while the employee is employed by ACSA and after the employee ceases to be employed by ACSA.

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

11.4 All ACSA employees should be aware that under Division 3, Section 100, Clauses (4) and (5) of the South Australian Public Health Act 2011

A person must not disclose personal information obtained directly or indirectly pursuant to this section unless—

(a) the disclosure is made in the course of official duties; or
(b) the disclosure is made with the consent of the person to whom the information relates; or
(c) the disclosure is required by a court or tribunal constituted by law; or
(d) the disclosure is authorised under the regulations.

In this section—

personal information means—

(a) medical information; or
(b) information relating to a person’s personal affairs

Maximum penalty: $25 000.

Breach of this section is an offence. As an offence, ACSA will not indemnify an employee or volunteer against breach of this section.

11.5 Further to clause 11.4, an employee must not disclose similar such information about any other ACSA employee who:

(a) has been, or is required to be, or is to be tested for HIV or hepatitis C; or
(b) is, or has been, infected with HIV or Hepatitis C.

12. PERFORMING NON-ACSA WORK

12.1 An employee must, during the term of their employment, devote their full working hours and energy to the business of ACSA 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 ACSA may compete with, or damage, ACSA’s business or reputation. Where an employee is unsure whether actions in any situation may conflict with this clause, employees should talk to their supervisor before taking any action. Depending on the situation the supervisor can be the Manager, Supervisor, Senior Employee or Chairperson.

12.2 Where an ACSA employee does perform non-ACSA work outside of working hours, it must be done so in accordance with ACSA’s Code of Conduct and other policies and procedures.

13. ADHERENCE TO POLICIES AND PROCEDURES
ACSA has developed a number of policies which promote an appropriate environment and which must be adhered to by all employees.

13.1 Following consultation with relevant stakeholders, which will include the Union and the Workplace Consultative Committee (WCC), policies may be varied from time to time. Changes will be communicated to all employees via the WCC and other methods as deemed appropriate.

13.2 Copies of all of ACSA's policies will be available upon request and are located on the ACSA Internal Policies and Procedures on ACSANet, ACSA's internal information portal.

PART 4 CLASSIFICATION STRUCTURE

14. CLASSIFICATIONS

14.1 Where an employee commences in or is promoted to a job in ACSA, the delegate will determine salary having regard to the value of the work and capacity and performance of the employee within the specified classification.

14.2 On commencement, an employee will be given no less than (7) days in which to seek advice from a third party (including their union) regarding their rights and responsibilities as outlined in this agreement and their offer of employment.

14.3 Schedule B sets out the structural arrangements and salaries to apply to ACSA employees. Within each classification there are a number of incremental levels.

PART 5 SALARIES

15. SALARIES

15.1 Rates of pay are set out in Schedule D of this Agreement.

15.2 Subject to additional funding, if, during the period of operation of this agreement, the hourly rates contained in the Award are increased to exceed the corresponding hourly rates in this Agreement, the Award rates will prevail over the rates provided in this Agreement.

16. SALARY INCREASE

16.1 Refer to Schedule 12D

17. INCREMENTAL ADVANCEMENT
17.1 Employees, other than casuals, shall move from level to level within a classification after each 12 months' continuous and satisfactory service and performance appraisal at that level.

18. **PAYMENT OF SALARY AND SALARY PACKAGING**

18.1 Employees will have the cash component of their salary paid fortnightly by electronic funds transfer into a nominated account with a financial institution of their choice.

18.2 ACSA will provide each employee with a pay advice stating gross wage including overtime and allowances, the amount deducted for taxation purposes, particulars of other deductions including payroll deductions made for salary sacrificing.

18.3 ACSA will take all reasonable steps to ensure salaries are paid into the employee's account two working days immediately prior to the end of the fortnightly pay period.

18.4 Subject to clause 19.1, any deductions not required by law, must be authorised in writing by the employee.

18.5 On termination, any outstanding salary payments will be paid on the date of termination, or as soon as practicable, and by arrangement with the employee.

18.8 All pay variations from contracted hours will be paid in arrears following receipt of proper authorisation from the appropriate line manager.

18.10 All staff who elect to utilise salary packaging under this agreement, will receive a fortnightly non-cash benefit based on the maximum allowable fringe benefits tax (FBT) exemption for public benevolent institutions.

18.11 ACSA currently pays the salary packaging component to an external salary packaging provider (currently EPAC). Salary packaged staff covered by this Agreement currently access this money via a debit card.

18.12 In the unlikely event that ACSA ceases to attract exemption from payment of Fringe Benefits Tax, all salary packaging arrangements will be terminated and if any individual hourly rate then falls below those contained in the current Award, the Parties will enter into immediate negotiations to ensure no individual is disadvantaged.

18.13 ACSA has the right to vary or withdraw from a salary packaging agreement and/or withdraw from offering salary packaging in the event of amendments to legislation that are detrimental to, or increase the costs of, salary packaging arrangements.

18.14 In the event that ACSA proposes to change salary packaging arrangements, or salary packaging arrangements are to be cancelled for reasons other than legislative requirements, then negotiations with parties who have access to salary packaging through the Enterprise Agreement will occur.

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

19.1 ACSA will contribute and otherwise act in accordance with the requirements of the Superannuation Guarantee (Administration) Act 1992 (SGAA) and all other relevant legislation affecting superannuation entitlements.

19.2 An employee may choose any complying superannuation fund to which ACSA will make contributions.

19.3 Where an employee has not specified a superannuation fund upon commencing work with ACSA, ACSA will pay superannuation for the employee into a default industry fund of its choice as per section 23.4 of the award.

19.4 ACSA reserves the right to review and vary the default fund.

19.5 Employees who elect to sacrifice a portion of their wages to the relevant superannuation fund may request that ACSA make deductions from gross income under a legitimate salary sacrifice arrangement.

19.6 Where an employee is engaged on a salary package, payment of the superannuation guarantee charge will be calculated at the same rate as if it were paid at an equivalent cash salary.

20. HIGHER DUTIES

20.1 An employee who is required to perform the duties of a higher classified position will be paid at the appropriate classification, or a percentage thereof, whenever the employee has performed the duties of a higher classified position for five days or more within a two-week period. The amount of payment is to be negotiated between the employee and their line manager prior to commencement of the acting arrangements.

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

PART 6 ALLOWANCES

ACSA will reimburse all reasonable expenses incurred by an employee in the course of their duty, provided that proof of expenses is supplied and the authorised delegate has granted prior approval.

21. TRAVEL AND RELATED EXPENSES

21.1 An employee required by ACSA to travel within Australia, domestically or internationally, must do so in accordance with the Travel Policy.

21.2 All employees who undertake business travel will be provided with the appropriate allowances, in accordance with the reasonable travel and overtime meal allowances as determined by the Australian Taxation Office from time to time (currently TD2008/18),
which they should use to pay costs incurred accommodation (except as provided in clause 21.3), out of pocket expenses and meals, both within Australia and overseas.

21.3 ACSA reserves the right to book accommodation for employees in lieu of payment of accommodation allowance.

21.4 Where the delegate authorises an employee to use a private motor vehicle for official purposes, in accordance with the ACSA Travel Policy, the employee will receive a Motor Vehicle Allowance at the rate per business kilometre as found in the Award.

21.5 An employee required to work until or beyond 8.00 pm will be entitled to access to safe travel home, e.g. taxi voucher, if they do not have their own vehicle.

22. FIRST AID

If an employee holds a current first-aid certificate and is required by ACSA to be available to perform first-aid duty, the employee will be paid an allowance at the rate prescribed in the Award.
PART 7

HOURS OF WORK

23. HOURS OF WORK

ACSA's standard hours of work for full-time employees are 75 hours per fortnight, and is committed to a system of flexible working hours negotiated between full time and part time staff and their manager with the aim of providing the best possible service for our clients while allowing staff a degree of flexibility in how they work and the hours contracted. Managers shall not refuse reasonable requests by staff in relation to flexible working hours. Managers and employees will ensure that flexible working arrangements in this Agreement are used to achieve working patterns which provide a balance between work and personal lives, identify opportunities for improved productivity, and minimise the need for employees to work hours in excess of their ordinary hours.

23.1 Standard hours of work for full-time employees are from 9am to 5pm Monday to Friday; 75 hours per fortnight, with a half hour unpaid break per day. Employees do not work on public holidays.

Leave accruals and deductions; deductions for unauthorised absences; and calculations relating to overtime and part-time hours will all be based on a standard fortnight of 75 hours.

23.2 An employee can negotiate their ordinary hours of work with their manager, subject to the need for:

(a) high quality client service and team operation
(b) service agreement compliance
(c) A written agreement between both parties
(d) Accountability for the hours worked

23.3 On average, a full time employee is expected to work 75 hours per fortnight.

23.4 The span of hours of work is the usual period during which an employee works ordinary hours. ACSA's span of hours is between 8:00am to 8:00pm, Monday to Friday. In most cases, ordinary hours fall within these hours. An employee may elect to regularly work their hours outside the span of hours with the agreement of the relevant manager (unless the employee is a shift worker), but these hours will be counted as ordinary hours.

23.5 Where an employee is required to work regularly on Saturday or Sunday, between the hours of 8.00am and 8.00pm, this will be noted in the job description and/or contract of employment. For work performed during the period midnight Friday to midnight Saturday, this shall be counted as one and a half hours for each hour worked, and from midnight Saturday to midnight Sunday, this shall be counted as two hours for each hour worked, for the purposes of calculating hours worked. Occasional work on a Saturday or Sunday should be pre-approved by the employee’s supervisor, and attempts should be made to ensure that a 2 day break in 7 is maintained

23.6 Where an employee is required to work regularly outside of 8:00am- 8:00pm, Monday to Friday it shall be noted in the job description and/or contract of employment and shall count as 1.5 hours for each hour worked for the purposes of calculating ordinary hours worked per fortnight.
23.7 A manager and an employee may agree to vary or renegotiate these hours from time to time.

23.8 A part-time employee is one who works a regular pattern of days and/or hours, as agreed from time to time, being less than the standard hours, that is, less than 75 hours per fortnight.

23.9 Part-time employees will work the hours designated for the job.

23.10 A part-time employee and their manager may agree to vary regular hours of work. Such variations must be appropriately documented.

23.11 Remuneration and other benefits, such as leave, will be calculated on a pro rata basis unless otherwise stated, apart from those allowances of a reimbursement nature, where part-time employees will receive the same amount as full-time employees.

23.12 Employees who work part-time will generally not be required to work outside their agreed hours and pattern of work without mutual agreement. Part-time employees will be paid for any additional hours outside their agreed hours and pattern of work, where those hours are at the request of the employer, or may negotiate TOIL with their supervisor. No reasonable request will be refused.

23.13 Where an employee is rostered, their ordinary hours of work should be displayed on a roster, and should allow a reasonable notice period of not less than 2 weeks, prior to the commencement of the roster.

23.14 A roster may be changed by mutual agreement between the employee and ACSA at any time, to enable the services of ACSA to continue.

23.15 During the Christmas period, ACSA is obligated to provide continuity of service provision, and acknowledges the wishes of many staff who wish to take leave during this time. At least one month prior to the Christmas period, ACSA will consult with all employees to optimise the taking of leave, whilst maintaining services to our communities.

24. AMENITIES

ACSA will provide, where practicable:

- 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 employees;
- space for a union/staff notice board

25. TIMEKEEPING
25.1 The standard full-time hours of work are 75 hours per fortnight or 7.5 hours per day. This only applies to the days you are at work. During those days where you are not actually at work (for example, public holidays, or periods of approved leave, etc.) you will record 7.5 hours a day on your time sheet for the purposes of calculating hours worked within a fortnight. You and your manager may agree on an alternative pattern of hours, subject to hours of work averaging 75 hours per fortnight.

25.2 Employees will record their actual time of arrival and departure and any meal breaks on their timesheet.

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

25.4 Unless otherwise specified, a full time employee may work more or less than the required 75 hours at the end of a fortnight. Where hours worked and/or taken as leave do not equal 75 at the end of a fortnight:

   (a) In the case of excess hours above 75 hours, the employee will record the additional hours as Time Off in Lieu (TOIL); or

   (b) In the case of the hours worked equalling less than 75 hours, the employee will apply for the necessary hours of Time Off in Lieu (TOIL) to equal 75 hours, and record the same on the timesheet.

25.5 Managers are responsible for ensuring that employees do not continue to build excessive TOIL with no opportunity to access TOIL. It is important that managers and employees recognise and accept their mutual responsibility to integrate the management of working hours and leave planning, including flexible working arrangements, into the overall approach to business and workforce planning.

25.6 Where an employee is required to work to a set roster or within fixed times, the manager will ensure that choice and flexible options for the employee are established within the roster or fixed times.

26. OVERTIME

ACSA 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 Off in Lieu except for part-time employees as per clause 23.12.

26.1 Overtime may only be worked at the specific request of the manager.

26.2 A manager must give the employee 24 hours' notice that overtime is required, unless in an emergency situation or otherwise by agreement.

26.3 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.
26.4 In lieu of payment for overtime worked, a full-time employee is entitled to time off in lieu (TOIL) equivalent to 1 hour for each additional hour worked, except for time worked:

(a) After 8:00pm 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 Saturdays, 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 Sunday or Public Holiday, each of these hours will count as 2.0 hours’ time in lieu.

26.5 Where an employee is called to work after leaving the place of employment, the minimum period of TOIL or payment for such work will be two hours at the relevant rate.

26.6 Accrued TOIL should be taken as soon as practicable after the hours have been worked.

26.7 An employee may not hold a balance of more than 28 hours accrued time in lieu except during periods of peak activity as declared per clause 26.8.

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

26.8 The Senior Employee may declare in writing a period of peak activity for the organisation or a section of the organisation. During such a period, employees who are affected by the declaration may accrue TOIL in excess of the 28 hour limit.

26.9 It is expected that employees will take the excess accrued TOIL as soon as operationally possible after the end of the declared period.

26.10 Authorised time in lieu will be paid out on termination of employment, up to a maximum of 37.5 hours. Employees are to take all reasonable steps to clear all untaken time in lieu leading up to termination, subject to operational requirements.

26.11 Records of all time in lieu owing to employees and taken by employees will be maintained by ACSA.

27. MEAL AND REST BREAKS

27.1 An employee will not be required to work more than 5 hours without an unpaid meal break of at least 30 minutes to be taken between three and one half to five hours after the commencement of work, or as at any other time as has been mutually agreed between ACSA and the majority of employees.

27.2 Two paid rest breaks of 10 minutes each, in the first part and the second part of the day, will be allowed for those employees working 7.5 hours or more in one day.

27.3 One paid rest break of 10 minutes will be permitted for part time or casual employees working more than 5 hours in one day.
27.4 Rest breaks shall be taken in ACSA’s time and shall be taken at times to suit the convenience of ACSA and so as not interfere with the continuity of work where continuity, in the opinion of ACSA, is necessary.

27.5 Employees required to continuing working after their normal ceasing time must have a rest period of ten (10) consecutive hours before starting work again.

PART 8 LEAVE

28. ANNUAL LEAVE

28.1 A full time employee is entitled to 20 days (150 hours) annual leave accruing and credited fortnightly. Accrued entitlements may be taken at any time, subject to operational requirements and the approval of the manager. Any unused annual leave accumulates. Annual leave counts as service for all purposes.

28.2 A leave loading of 17.5% of the employee's ordinary weekly rate of pay will apply for the period of the leave.

28.3 On termination of employment by either party for reason, an employee is entitled to be paid annual leave loading on annual leave accrued.

28.4 Purchased Leave

28.4.1 Permanent employees may elect in writing to purchase from one to four whole weeks additional leave once every 12 months, subject to operational requirements and the approval of their line manager. Employees will have an amount deducted from their fortnightly salary over a specified number of pay periods (not greater than 26), dependent on the number of weeks of leave purchased and the employee's salary.

28.4.2 All purchased leave must be taken within twelve months of election. In the event that the employee does not take the leave, the employee will be reimbursed for the untaken purchased leave in a lump sum.

28.4.3 Elections cannot be altered within the twelve-month period.

28.4.4 Withdrawal from the scheme prior to taking any purchased leave will result in any balance remaining being paid to the employee in a lump sum payment.

28.4.5 Withdrawal from the scheme after taking any purchased leave, but prior to repaying the full amount, will result in any balance remaining being deducted from the employee in a lump sum payment, if terminating, or otherwise over an agreed period.

28.4.6 An employee who purchases leave will be expected to use all accrued annual leave plus the purchased leave within the period covered by the purchased leave election.

28.4.7 Purchased leave does not attract a leave loading.

28.4.8 Purchased leave counts as service for all purposes. The employee's salary for superannuation purposes continues to be their full-time salary.
28.5 An employee who ceases employment with ACSA will be paid for any unused annual leave. Payment will be calculated using the employee’s current rate of pay.

28.6 An employee who is employed at a work location that closes over the Christmas New Year period will be required to take annual leave or TOIL unless other arrangements are negotiated between the employee and the employer. Other arrangements may include temporary relocation to another worksite.

29. **LONG SERVICE LEAVE**

29.1 A full time employee is entitled to accrue long service leave at the rate of 67.5 hours (9 days) for every year of service (pro rata for part time employees).

29.2 A permanent employee with at least five years of continuous service will be entitled to take long service leave up to 337.5 hours (45 days). There is no minimum period for the taking of long service leave. Applications for long service leave must be made in advance of the proposed leave.

29.3 On retirement or termination, a permanent employee will be entitled to be paid long service leave after five years of continuous service.

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

30. **LEAVE IN ADVANCE**

30.1 **Annual Leave**

30.1.1 Annual leave in advance may be taken in exceptional circumstances to a maximum of 20 days (75 hours) per annum for full time employees (pro rata for part time employees) with the approval of the Senior Employee.

30.1.2 Leave loading is paid on leave in advance.

30.1.3 The employer is entitled to recover any monies paid in excess of that due if the employee leaves the organisation after taking leave in advance.

30.2 **Personal Leave**

30.2.1 In exceptional circumstances an employee may apply to advance their personal leave by up to 37.5 hours (pro rata for part time employees). For all cases of personal leave in advance, medical certification or a statutory declaration must be provided; otherwise the leave will be without pay.

31. **PUBLIC HOLIDAYS**
31.1 A full-time employee is entitled to all gazetted public holidays without loss of pay except when on leave without pay.

31.2 A permanent part-time employee or temporary 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.

31.3 Casual employees are not entitled to any payment for public holidays unless the casual employee works the holiday.

32. NATIONAL DAYS, CULTURAL OR RELIGIOUS DAYS OF SIGNIFICANCE.

An employee is entitled to take up to three days per annum, from commencement of employment, as national days, cultural or religious days of significance. These days are to be nominated, and can be taken as TOIL, annual leave or special leave. An employee who is legitimately required by Aboriginal tradition to be absent from work for Aboriginal ceremonial purposes will be entitled to up to 10 working days’ unpaid leave in any one year, with the approval of the employer.

33. PERSONAL LEAVE

33.1 Full time employees will have access to 12 days (90 hours) personal leave annually to be used, with the approval of their manager, when they are absent:

   (a) due to personal illness, injury or medical procedure; or
   
   (b) for short term caring purposes of an occasional and non-enduring nature; or
   
   (c) to provide support for family members.

33.2. Personal leave is cumulative, and counts as service for all purposes.

33.3 Proof of illness or injury must be furnished through a medical certificate or a statutory declaration after absence from normal duties for more than three consecutive days.

33.4 An employee will take all reasonable steps to notify their manager of an absence and of the likely duration of the absence. Where possible this notification will be given within 3 hours of the beginning of the absence.

33.5 If the full period of personal leave is not taken in any year, such portion as is not taken will be cumulative.

33.6 Employees will not be paid unused portions of personal leave upon termination of employment.

33.7 Provided that a medical certificate is supplied for the period specified, an employee's annual leave will be re-credited if the employee takes personal leave during annual leave.
33.8 All fulltime, part time and temporary employees will accrue personal leave on a fortnightly basis from the date of their employment. Full time employees accrue personal leave at the rate of 3.46 hours per fortnight.

33.9 Employees living with HIV or Hepatitis C, having exhausted their current personal leave, will be granted up to 75 hours paid leave as additional personal leave per annum,( pro rata for part time employees) calculated from the date leave is first taken, to be used in accordance with the conditions outlined in clause 33.1- Personal Leave. This entitlement is not cumulative. Employees seeking leave under this clause must provide medical evidence of HIV/HCV.

33.10 An employee referred to in clause 33.9 seeking extended sick leave may be granted leave without pay if personal leave and additional personal leave have been exhausted.

34. USE OF PERSONAL LEAVE FOR CARING PURPOSES

34.1 An employee, other than a casual employee, with responsibilities in relation to a person set out in clause 37.1(c) who needs the employee's care and support, will be entitled to use any current or accrued personal leave entitlement to provide care and support for such persons when they are ill.

34.2 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, if greater than three working days. In normal circumstances, an employee must not take carer's leave where another person has taken leave to care for the same person.

34.3 The entitlement to use personal leave in accordance with this sub clause is subject to:

(1) the employee being responsible for the care or support of the person concerned; and

(2) the person concerned being:

(a) a partner, who for the purposes of this paragraph includes a same or other sex partner, de facto partner or spouse of the employee; or

(b) a child or an adult child (including an adopted child, a step child, a foster child or an ex-nuptial child), parent (including a foster parent and legal guardian), grandparent, grandchild or sibling of the employee or partner of the employee; or

(c) a relative of the employee who is a member of the same household,

(d) a close friend

34.4 An employee will, wherever practicable, give ACSA 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 ACSA of such absence at the first opportunity on the day of absence.

35. COMPASSIONATE LEAVE

35.1 An employee, other than a casual employee, is entitled to 2 days of paid compassionate leave for each occasion when a member of the employee’s immediate family or a member of the employee’s household:

(a) contracts or develops a personal illness that poses a serious threat to his or her life; or
(b) sustains a personal injury that poses a serious threat to his or her life; or
(c) dies.

35.2 An employee may take compassionate leave for a particular permissible occasion if the leave is taken:

(a) for the purpose of spending time with the member of the employee’s immediate family or household who has contracted or developed the personal illness, or sustained the personal injury; or
(b) after the death of the member of the employee’s immediate family or household.

35.3 An employee may take compassionate leave for a particular permissible occasion as:

(a) a single continuous period of 2 days; or
(b) 2 separate periods of 1 day each; or
(c) any separate periods to which the employee and his or her employer agree.

35.4 If the permissible occasion is the contraction or development of a personal illness, or the sustaining of a personal injury, the employee may take the compassionate leave for that occasion at any time while the illness or injury persists.

35.5 If an employee, other than a casual employee, takes a period of compassionate leave, ACSA will pay the employee at the employee’s base rate of pay for the employee’s ordinary hours of work in the period.

35.6 For all periods of compassionate leave, an employee must give his or her employer notice of the taking of such leave. The notice must be given to the employer as soon as practicable (which may be a time after the leave has started), and must advise the employer of the period, or expected period, of the leave.

35.7 ACSA is entitled to request evidence that would substantiate the reason for leave. A failure to either provide notice or, if required, evidence, that would satisfy a reasonable person to substantiate the reasons for the leave means the employee is not entitled to the leave.

35.8 For the purposes of this clause, evidence means a medical certificate or a statutory declaration.
36. **SPECIAL LEAVE**

36.1 A fulltime employee will be entitled to a maximum of 3 days (22.5 hours) paid special leave per year (pro rata for part time employees), to utilise for atypical circumstances – those beyond the staff member's control, in which the staff member's involvement is deemed appropriate for personal or community reasons.

36.2 Special leave will not be approved for everyday family responsibilities where there is no element of urgency or where other leave is deemed to be more appropriate.

36.3 Special Leave cannot be carried from one year to another and will not be paid out on termination of employment.

36.4 A full time Indigenous employee will be entitled to an additional 2 days special leave per year to cover Aboriginal ceremonial obligations.

36.5 For the purposes of Special leave, a year is defined from the date of commencement of employment.

37. **LEAVE WITHOUT PAY**

Refer to schedule 12C

38. **SECONDMENTS**

38.1 Secondment will be defined as taking up a temporary position in an organisation other than ACSA for the purpose of professional development and/or the development of partnerships.

38.2 On application by an employee, and subject to ACSA's business needs, ACSA may approve a specific secondment that will bring mutual benefits to the employee and ACSA.

38.3 A period of secondment will not exceed twelve months.

38.4 Unless otherwise agreed by ACSA and the seconding agency, no entitlements accrue during periods of secondment, other than continuity of service for long service leave and parental leave purposes.

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

39. **COMMUNITY SERVICE LEAVE**

39.1 Voluntary Emergency Management Activity
Employees, including casual employees, are entitled to take unpaid leave for up to ten days to carry out a voluntary emergency management activity where all the following apply:

- the activity deals with an emergency or natural disaster
- the employee engages in the activity on a voluntary basis
- the employee is a member of, or has a member-like association with, a ‘recognised emergency management body’
- the body requests the employee to engage in the activity, or it would be reasonable to expect that such a request would have been made if circumstances had permitted.

If an employee wants an unpaid absence from the workplace to carry out an emergency management activity, the employer must be notified as soon as practicable, stating the period, or expected period of the absence.

40. JURY LEAVE

40.1 If an employee (other than a casual employee) is absent from the workplace for a period of jury service, ACSA will reimburse an amount equal to the difference between the fee paid by the court and the employee’s ordinary pay for the day(s), where the fee paid is less for a period not exceeding 10 days.

40.2 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.

41. EDUCATION LEAVE

ACSA 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.

41.1 A full-time permanent employee will be entitled to a maximum of 75 hours per year to complete courses of study approved by ACSA. The actual hours approved will depend on study time required by the employee and work requirements.

41.2 Unused leave will not accrue beyond the calendar year and will not be paid out on termination.

41.3 Leave may be utilised as required by the employee and subject to work requirements.

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

42. PARENTAL LEAVE

42.1 Entitlement to Parental Leave.

ACSA will grant parental leave to all employees, subject to the following provisions:
42.1.1 that the employee has fulfilled a qualifying period of twelve (12) months’ continuous employment with the AIDS Council of South Australia Inc.

42.1.2 an application for Parental Leave shall be made in writing to the employer. It shall in the case of a birth mother be accompanied by a medical certificate indicating the anticipated date of confinement, or, in all other cases, reasonable evidence indicating that a child under the age of sixteen is newly coming under the care and responsibility of the employee. The application shall specify the dates of commencement and conclusion of the proposed period(s) of leave.

42.1.3 that there shall be no minimum period of Parental Leave.

42.1.4 an employee who has not fulfilled a qualifying period of twelve (12) months continuous service, and who wishes to take leave for parenting purposes, may apply for up to 6 months of leave without pay. This leave shall be non-discretionary upon submission of reasonable evidence of a child entering the care and responsibility of the employee. Additional periods of leave may be negotiated with the employer.

42.1.5 casual employees are eligible for parental leave, but only if they have been employed by ACSA on a regular and systematic basis for a sequence of periods over at least 12 months and had it not been for the birth (or expected birth) or adoption (or expected adoption) of a child, they would have a reasonable expectation of continuing employment by the employer on a regular and systematic basis.

42.2 Accrual of Parental Leave Entitlement

42.2.1 The period of Parental Leave may commence up to six (6) weeks before the anticipated arrival of the child and may extend for a total period of up to 52 weeks.

42.2.2 Of the Parental Leave granted in accordance with this Clause, twelve (12) weeks shall be with pay. This paid leave portion must be taken within the period from six (6) weeks before the anticipated date at which a child under the age of eighteen (18) months arrives, to eight weeks after that date. The remainder shall be without pay for the whole period.

42.2.3 An employee entitled to Annual Leave or Long Service Leave may take all or part of their entitlements during the period of their Parental Leave.

42.3 Returning to Work from Parental Leave

42.3.1 An employee who has been granted Parental Leave shall give the employer at least four (4) weeks’ notice in writing of the date on which they seek to resume duty.

42.3.2 The employer shall provide the employee upon their return from Parental Leave with employment in the same position as that occupied by the employee immediately prior to the commencement of their Parental Leave. Any restructuring of the workplace whilst the employee is on Parental Leave that may result in a change to their job description shall occur in consultation with that employee. In the event of a restructuring of the workplace, the employer shall
provide the employee upon their return from Parental Leave with employment in a comparable position to that occupied immediately prior to the commencement of their Parental Leave.

42.4 Conditions of Employment whilst Pregnant

42.4.1 Where illness or risks arising out of the pregnancy or hazards connected with the work assigned to the employee make it inadvisable for the employee to continue at her present work, the employee shall be transferred to a safe job at the rate and conditions attached to that job.

42.5 Replacement of Employee on Parental Leave

42.5.1 A replacement employee is an employee specifically engaged as a result of an employee proceeding on Parental Leave. However, a replacement employee does not have to be engaged to fill the job vacated by the employee proceeding on Parental Leave.

42.5.2 Before the employer engages a replacement employee under this subclause, the employer shall inform that person of the temporary nature of the employment and of the rights of the employee who is being replaced. The employer shall give such employee at least two weeks' notice of termination of their employment in the event of a return of the employee proceeding on Parental Leave.

Nothing in this clause is intended to diminish an employee's rights under clause 7.4 of the Award.

43. ALCOHOL AND OTHER DRUG TREATMENT LEAVE

43.1 ACSA has an obligation under relevant health and safety legislation to ensure the health, safety, and welfare of all employees.

43.2 Employees who seek assessment or treatment for an alcohol or other drug problem should be encouraged to follow through with treatment. In doing so:

43.2.1 They will not jeopardise job security, promotional opportunities, or conditions of their employment and entitlements.

43.2.2 As with other illnesses, their medical records will be treated in confidence.

43.3 The following services are available for the management of alcohol and other drug issues:

43.3.1 Counselling is available through the employee assistance program (currently Access O-CAR.) Alternatively Managers can make a referral to other alcohol and other drug services.

43.3.2 Seventy five hours paid leave will be granted as additional paid personal leave to a full time employee (pro rata for part time employees) with 12 months or more continuous service for an approved drug treatment program.
43.4 Where an employee, having been encouraged to seek assistance for an alcohol or other drug problem, fails to do so, that employee should understand that normal disciplinary procedures would be applied to redress the problem of impaired work performance.

44. BLOOD DONATION LEAVE

An employee who donates blood during normal working hours to a blood bank or hospital shall be entitled to paid leave of absence to attend such a facility in the immediate work region. Such absences shall be limited to four per financial year per employee and must be taken at a mutually convenient time.

PART 9 EMPLOYEE DEVELOPMENT

45. PERFORMANCE MANAGEMENT

45.1 ACSA is committed to recognising employee contributions to achieving its outcomes and to celebrating organisational performance.

45.2 Managers will provide regular feedback on performance as part of the performance management feedback processes and will deal promptly and fairly with issues.

45.3 In order to manage and improve work performance, all permanent employees will take part in the ACSA Employee Development Program.

45.4 Guidelines for the program will be easily accessible to all employees and developed within 6 months of certification of the agreement, in consultation with staff through the WCC.

46. LEARNING AND DEVELOPMENT

46.1 ACSA 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.

46.2 Each employee, in consultation with their manager, is responsible for, and will identify their learning and development needs and specific learning options.

46.3 All employees will develop an Individual Learning and Development Plan Agreement with their manager, which forms part of the annual performance appraisal process and the ACSA Employee Development Program.

46.4 Employees working directly with clients and their issues may be eligible for up to four externally facilitated group support sessions annually. The manager, in consultation with the Senior Employee, may authorise individual support, including the Employee Assistance Program, where group support is unavailable or inappropriate.

46.5 ACSA will pay employees to attend a 1 hour Union meeting four times per year and additional meetings where negotiated between the Union and ACSA. ACSA Management will advise employees and the union in writing, of approval of time to attend meetings.
PART 10 EMPLOYEE RELATIONS

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

47. PROBLEM SOLVING

ACSA 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; whether the use of a third party to facilitate resolution (either within or outside of ACSA) can assist.

Informal procedures

47.1 Informal procedures emphasise resolution rather than factual proof or substantiation of a complaint. Where the problem is between two or more individuals, the individuals should, at first, attempt to resolve it themselves.

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 of the problem, who will attempt to resolve the matter. The parties are entitled to have a support person or union representative present.

Formal Procedures

47.3 Should the matter remain unresolved, the problem will go to the CEO. Once the matter has reached this point, it is deemed to be a formal grievance and must be put in writing to the CEO 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:

(a) If the problem is with the CEO then the written grievance will go to the Chairperson of ACSA, 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.

(b) 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 ACSA’s right to summarily dismiss any employee for misconduct justifying instant dismissal.

47.4 In all circumstances, employees may access the employee assistance program (EAP).

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

(a) Concerns about an employee’s conduct and/or work performance can be resolved by routine supervision on an informal basis by an immediate supervisor or manager.

(b) The supervisor or manager will make clear the standard of conduct that is expected of the employee. Any assistance such as training, provision of appropriate resources or support should be identified and provided.

(c) The supervisor or manager may choose to make a note of the discussion, which will not be included on any personal files at that time.

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 ACSA. 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 (72 hours) after which the meeting is to reconvene. The parties are entitled to have a support person or union representative present.

(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.

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. The employee should be asked to sign the documentation.

(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 those 12 months.

48.5 Suspension

An employee may be suspended with or without 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

The number of times the disciplinary process is repeated before termination of employment is at the discretion of the Senior Employee, but will normally be three times in the case of failure to carry out duties, twice in the case of unsatisfactory performance or a minor breach of the Code of Conduct.

48.7 Summary dismissal

Following appropriate investigation, where ACSA 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 ACSA, its clients or employees;
(b) misappropriation of ACSA'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 a workers compensation or insurance claim;
(g) fighting, physical threat, or attempting to injure others;
(h) being intoxicated by illegal drugs while at work, or in possession of, using or dealing illegal drugs while at work;
(i) being intoxicated by alcohol or illegal drugs whilst driving an ACSA vehicle;
(j) serious breach of ACSA's policies and procedures
(k) unauthorised possession of an offensive weapon in the workplace;
(l) wilful destruction of ACSA's property;
(m) wilful violation of ACSA’s safety rules;
(n) wilful disobedience of ACSA’s reasonable and lawful directions;
(o) deliberate action aimed at weakening ACSA through subversion, obstruction, disruption, or destruction
(p) breach of legislation resulting in a criminal offence;
(q) unlawful conduct occurring outside of work which damages the reputation and good standing of ACSA.
(r) sex while on duty, sex while on premises or sex with any person to whom a duty of care may exist.

48.8 ACSA 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. ACSA 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 ACSA with the provision of written notice (or payment in lieu based on salary) in accordance with the following table:

<table>
<thead>
<tr>
<th>Period of Continuous Service</th>
<th>Notice Period</th>
<th>Notice Period</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>Under 45 years</td>
<td>45 years and over</td>
</tr>
<tr>
<td>Less than 1 year</td>
<td>1 week</td>
<td>2 weeks</td>
</tr>
<tr>
<td>1 year and less than 3 years</td>
<td>2 weeks</td>
<td>3 weeks</td>
</tr>
<tr>
<td>3 years and less than 5</td>
<td>3 weeks</td>
<td>4 weeks</td>
</tr>
<tr>
<td>5 years and over</td>
<td>4 weeks</td>
<td>5 weeks</td>
</tr>
</tbody>
</table>

49.2 Employees may terminate employment by giving two weeks written notice or forfeiture of two weeks’ pay in lieu of notice unless otherwise agreed.

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 ACSA’s right to dismiss an employee without notice for misconduct justifying summary dismissal.

50. **ORGANISATIONAL CHANGES AND REDUNDANCY**

ACSA 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, ACSA’s Organisational Change Guidelines will be used at these times to support the introduction of significant change (Schedule 11c)

50.1 Discussions before termination
(a) Where ACSA 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 ACSA 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. An employee cannot be forced to take leave, but should consider all options.

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

(e) ACSA will advise the Union of this.

50.2 Preferential employment

(a) An employee whose position is proposed to be made redundant will be given preference when applying for a vacant position with ACSA.

(b) Clause 50.2(a) will not apply if the employee has been retrenched and received severance pay.

(c) Clause 50.2(a) will only apply to employees with more than 12 months continuous service.

50.3 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.

50.4 Time off during notice period

A full time 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.

50.5 Incapacity to pay

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

50.6 Provision of alternative employment

Where ACSA is able to offer suitable alternative employment, no redundancy payment will be payable to the employees affected.
51. SEVERENCE TABLE

In addition to the periods of notice provided for in Clause 50.1 a continuing employee whose employment is terminated by reason of redundancy shall be entitled to the following amounts of severance pay in respect of a continuous period of service:

<table>
<thead>
<tr>
<th>Period of Continuous Service</th>
<th>Severance Pay</th>
</tr>
</thead>
<tbody>
<tr>
<td>Less than 1 year</td>
<td>Nil</td>
</tr>
<tr>
<td>1 year and less than 2 years</td>
<td>4 weeks pay</td>
</tr>
<tr>
<td>2 years and less than 3 years</td>
<td>8 weeks pay</td>
</tr>
<tr>
<td>3 years and less than 4 years</td>
<td>10 weeks pay</td>
</tr>
<tr>
<td>4 years and over</td>
<td>12 weeks pay</td>
</tr>
</tbody>
</table>

In addition to the severance pay set out above, an employee with not less than 10 years continuous service who is over the age of 45 years, is entitled to an additional 4 weeks severance pay.

Pro-rata Long Service Leave shall be payable on termination in respect of an employee with over 5 years of continuous service. Outstanding T.O.I.L. balance up to a limit of 37.5 hours shall be paid out at the ordinary rate of pay on termination.

52. CONSULTATION AND WORKPLACE RELATIONS

52.1 There will be an AIDS Council of South Australia Workplace Consultative Committee.

52.2 Principles of Consultation

The parties to this Agreement are committed to effective consultation in the workplace. The parties agree that genuine consultation will provide employees with an opportunity to participate fully in making decisions which impact on their working lives; and enhance performance and efficiency of the organisation. In order to achieve this, a Workplace Consultative Committee comprised of management and employee representatives will be formed to discuss issues which have a significant effect on employees as per clause 50.1(b) and those other matters specified in this agreement. The formation of the Workplace Consultative Committee is not intended to inhibit direct access between staff members and management with respect to issues of individual concern or inhibit the daily management of the organisation. Individual issues can be dealt with through the Council’s established dispute & grievance resolution procedure. The formation of the Workplace Consultative Committee is seen as an integral part of the consultative process. Each committee member will receive orientation in regards to the purpose and protocols of the committee. The committee will form and operate as described in Clause 53.3
52.3 Formation of Consultative Committee:

Membership of the Consultative Committee of the AIDS Council of SA Inc. shall consist of:

- A maximum of three management representatives, one of whom will be the Senior Employee or their delegate
- Two duly elected staff representatives employed by ACSA
- One Union workplace representative employed by ACSA
- Individuals or representatives of external organisations may be invited to attend meetings of the Workplace Consultative Committee whenever management or employees’ representatives believe that this will helpfully inform or expedite the work of the Committee. Where this is to occur, all parties will be informed in advance.
- In order to maintain a minimum Committee membership of six, casual Committee vacancies shall be filled as soon as practically possible according to established due process.
- Elections for committee members will occur immediately after this agreement is certified in accordance with the ACSA Internal Elections Policy. Elected committee members will serve a one year term on the committee and are eligible for re-election.
- An operating quorum of the Committee shall be two staff representatives which must include a union workplace representative, and two management representatives which must include the Senior Employee or their delegate. If ACSA has no union representative, an official of the union may fill the role for the meeting, pending the election of a new workplace representative

52.4 Role and functions of the consultative committee

a) The role of the Committee shall include the negotiation and monitoring of the AIDS Council of SA Inc. Enterprise Agreement, including the dispute resolution process defined in the Agreement. The Committee’s role will also include consultation for and reviewing of matters of significant change, as provided for elsewhere in this Agreement and of those changes to major policies and procedures that affect staff.

b) The Committee will meet at least four times per year, the year commencing from the date of certification of this agreement. The chair will alternate between the Employees and Management. Additional meetings may be called by 2 members or by agreement of the committee.

c) All committee members will have the opportunity to submit matters for the agenda. A meeting agenda will be drafted and circulated to all committee members by the incoming Chair, seven (7) business days before the due meeting date, which will be established at the previous meeting. The Committee will consider written reports and presentations to the Committee generated by staff and management on matters
before the Committee. The Committee members shall actively pursue consultation with the parties they represent.

d) Committee members will be given sufficient preparation time (up to thirty (30) minutes) prior to each meeting. At the conclusion of meetings, employee representatives will have up to thirty (30) minutes to meet and review the meeting which has just concluded.

e) Decisions by the Committee shall operate as recommendations to the Senior Employee

f) Minutes of the Committee’s meetings shall be available for the consideration of all staff and management of ACSA. The Committee will develop other methods of reporting to employees and may decide to circulate additional information if approved by a majority vote of the committee.

g) The Parties agree to review the effectiveness of the Consultative Committee during the life of this Agreement.
PART 11 OTHER MATTERS

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, except where available under another valid legal or industrial instrument.

54. PEER EDUCATION

ACSA is committed to the principles and practice of peer education. This model has been used in the HIV sector in Australia with great success. Peer education acknowledges the role that the communities most affected by HIV — GLBTI people, people who inject drugs, HIV positive people and sex workers — have in developing services and education to be delivered within their own communities. The employer recognises that peer education is an important part of community development, community involvement, community relevance, and leadership within the affected communities, and therefore is an integral aspect of our response to HIV. For these reasons, positions that represent or work directly with the affected communities will be filled by employees from within the same communities, with the relevant life experiences. Should it be impossible to recruit someone with the required skills for the job who also has the relevant life experience the position will be reviewed.

54.1 Peer job design

Where possible, jobs will be designed, and experience and qualifications requirements set, to maximise the potential for people from within the communities with the relevant life experiences to apply. This should not, in any instance, however compromise the commitment of ACSA to providing high quality services to its communities. ACSA will advertise vacancies in media and other ways in which reach a high proportion of the relevant communities. Recorded convictions or other police contact regarding sex work or drug use related offences will not preclude a potential employee’s chances of securing work at ACSA.

54.2 Peer employment support

ACSA acknowledges that employees working within their own communities can cause additional work pressures due to:

- Work and private boundaries becoming blurred
- Working with the same people in different roles
- Dealing with personal issues of clients and friends.
- Issues of confidentiality

However, ACSA believe the skills, experience and benefits that employing peers far outweighs any possible challenges, and to this end the employer commits to professional development activities that explore these work pressures.

55. SERVICE QUALITY, CONTINUOUS IMPROVEMENT AND OPERATIONAL
EFFICIENCY INDICATORS

The parties are committed to service quality, continuous improvement and operational efficiency and agree that the most appropriate method to measure these are through indicators.

Specifically, developing indicators are for the purpose of identifying progress towards the identified Service Quality, Continuous Improvement and Operational Efficiency initiatives agreed to by the parties. The parties agree to participate through consultative processes in the development and implementation of agreed Service Quality, Continuous Improvement and Operational Efficiency indicators to determine and improve the organisations' level of Service Quality, Continuous Improvement and Operational Efficiency. It is not intended that the development of Service Quality, Continuous Improvement and Operational Efficiency indicators takes the place of the quality assurance program, but rather, adds value by linking measurement of progress against indicators to the aims of the ACSA Strategic Plan.

Therefore, Service Quality, Continuous Improvement and Operational Efficiency indicators:

1. Will be developed and agreed to jointly
2. Must take account of quality, service provision and accreditation standards, rather than purely cost considerations
3. Must be easily understood by the workforce, membership and stakeholders
4. Must relate to measures directly affected by the workforce
5. Must only measure strategic, organisational and team performance, they are not linked to individual performance assessment.

Indicators may include, but are not limited to:

1. Service goals
2. Absenteeism
3. Workplace Health and Safety
4. Employee participation and satisfaction
5. Cost effectiveness
6. Service Quality
7. Client and community satisfaction
8. Efficiency

56. ROLE OF THE UNION

56.1 Workplace Representatives and Deputies will be entitled to:

- be treated with respect and without discrimination by (the employer)
- bargain collectively on behalf of Union members at the workplace
- be consulted about workplace issues and access to information about the workplace and the business
- meet with management to discuss Union matters.
56.2 Union Workplace Representatives will be allowed reasonable paid time, which must not compromise service delivery, to carry out their duties as Workplace Union Representatives. These duties include:

- speaking to, meeting with and representing members in workplace bargaining, negotiations, grievance procedures and discussions with management about workplace and individual member issues
- speaking to employees about union related work matters
- addressing new employees at induction sessions or other appropriate times about Union membership
- speaking to and meeting with officials of the Union
- speaking to and meeting with members of other Unions at the workplace when appropriate

56.3 To enable them to represent their members, Union Workplace Representatives will have:

- use of ACSA telephones, fax, photocopier, internet and email
- access the Award and/or Enterprise Agreement(s)
- a notice board provided in a prominent location in each worksite for the posting of Union information
- secure filing facilities to keep Union materials
- use of meeting rooms for Union meetings

56.4 ACSA will be entitled to be treated with respect, and that no abuse of facilities occurs.

56.5 Employee access to Union Officials and Representatives

58.4.1 ACSA will allow accredited officials of the Union right of entry to the premises provided 24 hours’ notice is given, unless a lesser time is agreed between the ACSA Senior Employee and the union. During such times the union official will have access to their workplace representatives, employees generally (provided that there is no hindrance or obstruction of employees) and may view time and wages records and other relevant documents.

58.4.2 Union officials must produce a valid and current entry permit from Fair Work Australia if requested

56.5 Union Training

56.5.1 ACSA will grant twelve rostered shifts in two calendar years (to be calculated from the date leave is first granted) to eligible employees elected as workplace union representatives to attend trade union training and development

56.5.2 Leave granted pursuant to this clause will be subject to the following conditions:
56.5.2.1 The employer must be advised and consulted as to the nature and content of the course to be attended.

56.5.2.2 The scope, content and level of course for which leave is granted will be such as to contribute to a better understanding of Workplace relations.

56.5.2.3 All applications for leave pursuant to this clause must be made in writing by the Union to ACSA stating the following details:

(a) the name of the employee seeking leave;
(b) the period of time for which leave is sought (including daily commencing and finishing times of the course);
(c) title description and agenda of the course or courses to be attended;
(d) the place or places where the said course will be held;
(e) the name of the person or organisation conducting the course or courses;
(f) a copy of the syllabus of the course to be attended if available.

56.5.2.4 Not less than four weeks' notice in writing will be given to ACSA.

56.5.2.5 An employee must complete a period of twelve months service with ACSA before becoming eligible for the leave.

56.5.2.6 The granting of such leave will be subject to ACSA being able to make adequate staffing arrangements during the period of such leave. However, ACSA will not use this paragraph to avoid obligations under this clause.

56.5.2.7 At any one time, no more than two employees of any ACSA covered by this Award will be on leave pursuant to this clause unless otherwise agreed.

56.5.2.8 An employee is not entitled to payment for attendance at such a course unless the employee would have otherwise been rostered to attend for work on the day concerned.

56.5.2.9 ACSA is not liable for any additional expense associated with an employee's attendance at a Trade Union course other than for the payment of the shift for such absence.

56.5.2.10 Should a rostered day off fall during an employee's attendance at a course, a day off in lieu of that day will not be granted. The programmed day off will not be debited as trade union training for purposes of the total number of days permitted per year.

56.5.2.11 Where an employee attending a course pursuant to this clause is recalled to ACSA because of reasons unforeseen at the time of granting the said leave,
all time spent at the course prior to recall must be reinstated as if such leave was not taken.

56.5.2.12 Where an employee fails to attend the course for which leave has been granted by ACSA, the Union must notify ACSA as soon as possible of the non-attendance and the period thereof. ACSA will not be required to make payments for any period of leave granted unless the employee can substantiate that the failure to attend this course was due to illness. In this regard payment will be made in accordance with Clause 36 Personal Leave.

56.5.2.13 Upon request an employee granted such leave must provide to the employer a brief outline of the nature of the course and the employee's observation thereof, only after consultation with the Union. The employer may also seek this directly from the Union.

56.5.2.14 Leave taken pursuant to this clause will be counted as continuous service for all purposes of the Award and for the purpose of long service leave entitlements.

56.6 Any dispute regarding the operation of this clause may be referred to the Commission.

57. DISPUTE RESOLUTION

57.1 Disputes relating to the general operation of this Agreement will, in the first instance, be referred to the Workplace Consultative Committee. If the Committee is unable to resolve the matter, or if the recommended resolution is not acceptable to the parties, the matter shall be dealt with in accordance with Schedule 6.1 of the Fair Work Regulations 2009; *Model term for dealing with disputes in enterprise agreements.*

57.2 All other disputes, including individual employee grievances and disputes shall be dealt with in accordance with the Dispute Resolution Procedure in the Award.

57.3 Employees are entitled to representation of their choice

57.4 Employees always have access to Fair Work Australia and other industrial and legal bodies as a form of dispute resolution.

58 FURTHER MATTERS

The parties agree to progress the following matters within the life of the agreement:

1. Smoking Policy
2. Pay in advance policy
3. Discipline and termination of employment policy and
4. Working from home policy
PART 12

SCHEDULES

12A  CONFIDENTIALITY POLICY

To fulfil its mission, ACSA must establish and maintain close links with communities and individuals living with and affected by HIV, and other blood-borne and sexually transmitted diseases.

The affected communities may attract discrimination or abuse in reaction to their behaviour or identity. To ensure the trust and confidence of its clients and the affected communities, ACSA must keep personal information in strict confidence.

The principles guiding this policy statement are that all ACSA clients and workers have the right to acceptance of their individuality and lifestyles and to confidentiality of personal information, subject only to:

a) Their personal choice to disclose personal information.
b) Any law requiring disclosure.
c) Professional need to share information within ACSA.

For the purposes of this policy:

“Client” refers to any individual, group or organisation receiving services from ACSA and any person participating in ACSA activities.

“Worker” refers to all casual, full- or part-time employees, volunteers, students, contract employees, consultants, and includes persons working as part of an “out-sourced” service on a contract basis, Board of Management members and Committee members.

“Personal Information” includes but is not limited to any details about a person’s life and includes health status, sexuality, sexual practices, work in the sex industry, drug use, criminal record, history of imprisonment, relationships with other individuals or groups, identifying information and contact details.

The requirement to maintain confidentiality of personal information acquired by an ACSA worker in the course of his or her duties continues even after he or she ceases to be an ACSA worker.

Management and employees will be bound by a duty of confidentiality in respect to any personal or medical information relating to clients or employees.

Any unauthorised disclosure or discussion of records or information concerning clients, other employees or the Organisation will be regarded as a serious breach of confidentiality and could lead to dismissal.

Subject to the following situations, personal information may not be disclosed:

-
1) Clients and workers may authorise disclosure of their personal information to Organisations or individuals outside ACSA, either at a particular time or by authorisation in advance. Consent to disclose information must be in writing and disclosure will be restricted to named organisation/s or individual/s.

2) Personal information will be disclosed without authorisation from the individual when required by law - for example:

   a) For mandatory reporting obligations under the Children’s Protection Act 1993
   b) Following a formal subpoena
   c) To protect the safety of others

3) Workers may disclose to other ACSA workers personal information about a client or worker only to the extent required for professional supervision, or to debrief their own personal feelings and responses in an appropriate formal context. Where possible and appropriate, this disclosure should not identify the individual/s concerned and must be treated in a confidential and sensitive manner. No other personal information about clients or other workers may be exchanged between ACSA workers. ACSA as a whole will maintain confidentiality in accordance with this policy.

If unsure about the need to disclose confidential information, workers should seek guidance from their manager.

All workers are required to sign the Confidentiality Agreement on commencement.

Complaints about an alleged breach of confidentiality may be made by using the ACSA Complaints procedure and the Grievance procedure.

Breaches of confidentiality will be subject to industrial processes, including ACSA Terms and Conditions of Employment, and will involve counselling, disciplinary action or dismissal, depending on the circumstances.
12B LEAVE WITHOUT PAY POLICY

PREAMBLE:

Leave without Pay is granted to staff in addition to other forms of leave.

Leave without Pay may be required by a staff member on compassionate, sickness or cultural grounds, for educational needs, to develop career opportunities or under other circumstances.

Leave without Pay can be utilized after consultation between the CEO and the employee. Personal needs must be taken into account in the decision, along with an opportunity for organisational change to be made to meet business needs.

OBJECTIVES:

To ensure Leave without Pay is approved for staff members in a consistent and fair manner.

PROVISIONS:

1. General:

   1.1. Leave Without Pay will be granted to employees by the senior employee on the advice of the employee’s Line Manager

   1.2. Applicants will use the Leave without Pay application form provided.

   1.3. In determining the merit of an application for Leave without Pay, consideration will be made of:

        * the degree to which the employee is compelled to take time from work, and
        * the degree to which the employee’s services are required by the Council.
        * the length of service of the employee to the Council.

   1.4 The Senior Employee should be satisfied that minimal disruption to the work of the Council will be caused by the granting of Leave without Pay. This may require:

        * Employment and training of temporary staff;
        * Re-allocation of duties of existing staff; or
        * Cessation of project activity (where possible).

   1.5. Leave Without Pay will only be approved in advance, except for periods of sick leave without pay.

   1.6. Leave Without Pay will only be granted where the employee has exhausted all entitlements to other leave, except in exceptional circumstances approved by the discretion of the Senior Employee.

   1.7. For the purposes of calculation of Sick Leave, Annual Leave and Long Service Leave entitlements, Leave Without Pay will not count towards the period of service, except in the case of Leave due to sickness for which a certificate has been produced.
1.8. Where an employee becomes sick during Leave without Pay the conditions established on approval of the leave shall stay valid; paid sick leave will not be substituted for Leave Without Pay.

1.9. On approval, the dates of leave and reference to the effect on entitlements and conditions will be provided to the employee in writing.

1.10 Employees will give the employer notice of their intention to return to work or otherwise as follows:

<table>
<thead>
<tr>
<th>Period of leave</th>
<th>Notice required</th>
</tr>
</thead>
<tbody>
<tr>
<td>1-2 months</td>
<td>1 week</td>
</tr>
<tr>
<td>3-6 months</td>
<td>2 weeks</td>
</tr>
<tr>
<td>6-9 months</td>
<td>4 weeks</td>
</tr>
<tr>
<td>9-12 months</td>
<td>6 weeks</td>
</tr>
</tbody>
</table>

2. Short Term Leave without Pay:

2.1. Short-term Leave without Pay is an application for Leave of up to seventy five hours.

2.2. The following provisions apply to short-term Leave without Pay:

2.2.1. Leave Without Pay will only be available to employees who have served beyond any Probationary Period, otherwise under exceptional circumstances.

2.2.2. An employee who has exhausted all Sick Leave entitlements during a pay period may be placed on leave without pay by arrangement with the Line Manager.
3. **Long-Term Leave Without Pay:**

3.1. Long-term Leave Without Pay is an application for Leave for more than seventy five hours.

3.2. The following provisions apply to long-term Leave Without Pay:

3.2.1. Leave without pay will only be available to employees who have completed one years' service at the Council, otherwise under exceptional circumstances.

3.2.2. The maximum period of Leave Without Pay shall be twelve months.

3.2.3. Long-term Leave without Pay should only be granted to an employee once.

3.3. Applicants will be notified in writing of the approval or otherwise of their application. If a request is declined, the staff member will be provided with the reason(s) in writing. The staff member will have the right to have an unfavourable decision reviewed by the ACSA Board, or through the Dispute Resolution Procedure set out in this Agreement.

---

**12C ACSA CHANGE MANAGEMENT GUIDELINES**

1. **Background Information**

These change management guidelines have been developed to assist the ACSA Board, managers and staff to effectively manage and participate in change processes. The aim is to ensure that change processes at ACSA provide clear opportunity for staff to express themselves in relation to change. This is so that processes of change achieve ACSA's strategic goals.

ACSA and its workforce recognise that change will occur as ACSA evolves over time and as circumstances require. Many changes that take place in the workplace can be relatively minor and, as a consequence, are readily addressed at the immediate workplace level through direct localised discussion and consultation with individual staff and/or the program. These changes do not need to adhere to the broad parameters outlined in these guidelines as this would normally be excessive in the circumstances. More broadly, however, and in relation to significant changes, as defined in awards and this agreement, ACSA and its staff will pursue ongoing improvements in the quality of its structures, programs and support services, and in support of ACSA's strategic goals through appropriate discussion and consultation.

It is acknowledged that the sound management of workplace change is enhanced by the involvement of the staff who will be affected by that change. ACSA seeks to manage change in a proactive, transparent and constructive manner, which minimises any adverse effects on the workplace community while ensuring that ACSA is able to adapt appropriately to changing circumstances and needs.
2. Responsibilities of Management

Responsibilities and obligations are required of ACSA management with regard to organisational policy which include but are not limited to:

- the Mission and vision of ACSA;
- the strategic directions;
- organisational structure;
- staffing levels;
- technological innovation;
- budget and resource allocations; and,
- employment and management of staff.

These responsibilities are integral to the role of management and governance, representing areas crucial to the ongoing operation, viability and effectiveness of ACSA. In this context, amongst other objectives, organisational and technological change will be directed to the achievement of enhanced quality, efficiency, productivity, effectiveness and the important values that underpin ACSA as a health promotion agency.

3. Responsibilities of Staff

Responsibilities and obligations required of staff and their chosen representatives (including union representatives and workplace consultative committee members) include, but are not limited to:

- assisting ACSA adjust to changing circumstances;
- enhancing efficiency and productivity;
- better servicing the needs of clients and communities;
- strengthening the quality of service delivery;
- achieving economy of operations;
- effectively utilising the benefits of technology
- supporting action to achieve legislative compliance;
- appropriately utilising financial resources; and,
- Facilitating income generation.

A staff member may choose to seek advice or assistance from a person of their choice throughout the course of discussions on such changes, including their union representatives.

4. Consultation

Appropriate consultations as broadly outlined in sections 4 to 6 of these Guidelines will be conducted where a change may have a significant effect on a section of ACSA. At ACSA, consultation means that management and staff (including their chosen representatives) will confer and that the
views expressed by them shall be taken into account before final decisions are made by the CEO or the Board of Directors.

4.1 Laying Foundations for a Change Proposal

A well conceptualised and considered change proposal will help reassure the community and provide potentially affected staff with a sense of confidence in the soundness and viability of the proposed change.

Practical initiatives that may be taken that may help in the preparation of a change management proposal might include:

- Researching the matter, possibly by considering the way similar activities or processes are handled elsewhere, in the HIV sector or further afield. This might involve review of relevant literature or reports, site visits and/or discussions with experts and colleagues.

- Commissioning a panel or an expert to review existing practices and modes of service or other delivery and provide recommendations for consideration—taking advice and consulting with relevant in-house specialists and community members that may be needed to support any ultimate changes. This might include focus groups and program committees.

- Giving thorough consideration to the potential logistical and resourcing implications of the change such as its financial, service, equipment, program delivery, facilities/accommodation, technology requirements along with any associated cost savings, efficiencies or costs.

- Giving serious consideration to the potential impact on staff and work patterns/organisation. Especially to issues such as the:
  - mix, location and number of staff;
  - any new supervisory and/or organisational structure issues or needs;
  - any altered skill, qualification or specialisation needs;
  - any impact on career paths along with possible retraining or up skilling needs and strategies; and,
  - any issues to be considered in developing possible staff placement processes.

The value of considered and thorough preparation of a change proposal, especially at this early stage, is that many possible difficulties and initially unseen benefits and implications can be addressed in preparation for positive discussions and consultations with staff. It is important that the person preparing the change proposal remain open-minded to enable consideration and inclusion of any useful and viable refinements in the course of subsequent consultations. It is important to note, however, that effective consultation is not dependent on all or any of the above actions having been undertaken. Only those required to lay foundations for a particular change process should be taken.

4.2 Stage 1 – Initial Consultation on the Change Proposal
When it is decided to advance an "in-principle" significant change proposal, which is likely to impact on staff, consultation with the affected staff will take place as soon as possible as well as with the Workplace Consultative Committee. Such consultation may be informal or formal. However, the change manager should work to ensure that affected staff have an opportunity to reflect on and ask questions about the proposed change.

As part of the consultation process the change manager will provide relevant information on the change concept to the affected staff in order to outline its implications. Consultation will occur with relevant staff, and as appropriate cover matters such as:

- the rationale for the change;
- potential benefits or adverse effects in relation to staff; and
- suggestions for avoiding or mitigating any potential adverse effects.

At this stage, staff will be provided with an opportunity to discuss the effect of the proposed changes as they might impact on them personally. Staff may put forward comments, either verbally or in writing, for improving the change proposal or for averting or mitigating any potential adverse effects.

4.3 Deciding to Further Proceed with a Change Proposal

Following consideration of any input received in the initial consultation stage (outlined in section 4.2 above), the change proposal can then be refined for discussion with the change manager. Once endorsed by this manager the change proposal may be advanced as appropriate for approval to further proceed. This may be to the relevant Senior Staff Member and/or a specific Board or Committee of ACSA.

Depending upon the nature of the change proposal and the extent of its anticipated impact, ACSA may seek the views of staff directly through consultative forums and/or focus groups. Once a decision to proceed is made, the proposal progresses to the next consultation phase.

4.4 Stage 2 – Consultation Following a Decision to Further Proceed

Once ACSA has made a firm decision to further proceed with the change proposal, and a comprehensive implementation proposal has been prepared, the affected staff will be formally advised. If the change proposal is likely to have a broad impact upon groups of staff, the consultative forums and focus groups may be established to facilitate consultation with staff on the decision to proceed. ACSA will discuss the implications of the change with affected staff as quickly as possible after a decision is made to further advance the change process. Specifically ACSA will discuss with the affected staff and their chosen representatives, issues which might include:

- the introduction of the change;
- any effects the change is likely to have on staff;
- measures to avert or mitigate any possible adverse effects on staff;
- mechanisms for equitably accessing any benefits that might attend the change;
- proposals for placing staff in positions in case of a restructuring; and,
- processes for monitoring/reporting on the change process implementation.
Once formally advised, the ACSA WCC and the Union may seek additional information about the proposed change and its organisational benefits and may suggest ways for improving the change proposal or for averting or mitigating any potential adverse effects.

During consultations with affected staff about the change proposal ACSA will endeavour to:

- provide staff with opportunities to discuss and submit written input on the change;
- give appropriate consideration to matters relating to the change proposal raised by staff, the WCC and the Union; and,
- provide affected staff with information about the change and any impact on them unless this information, as might occasionally be the case, if disclosed, is potentially damaging to the interests of ACSA.

5. Evaluation of Consultation Outcomes

ACSA will take account of the points above when considering change proposals and will give serious consideration to views put forward by all relevant stakeholders on these points before deciding whether to proceed with the proposed change, either in its original or a revised form.

6. Implementing Change

As outlined above, ACSA supports consultation with staff about change processes, and this involves providing staff with appropriate information in support of change proposals. Following consultation and consideration of staff views arising out of the consultation process, ACSA will be in a position to implement the change proposal or to decide against doing so.
12D SALARY RATES

12D (1) from the first full pay period on or after 1 July 2012

<table>
<thead>
<tr>
<th>Level</th>
<th>Annual</th>
<th>Hourly</th>
<th>Casual</th>
</tr>
</thead>
<tbody>
<tr>
<td>3/1</td>
<td>43,031</td>
<td>22.00</td>
<td>27.06</td>
</tr>
<tr>
<td>3/2</td>
<td>43,952</td>
<td>22.47</td>
<td>27.63</td>
</tr>
<tr>
<td>3/3</td>
<td>45,729</td>
<td>23.38</td>
<td>28.75</td>
</tr>
<tr>
<td>4/1</td>
<td>47,512</td>
<td>24.29</td>
<td>29.87</td>
</tr>
<tr>
<td>4/2</td>
<td>49,176</td>
<td>25.14</td>
<td>30.92</td>
</tr>
<tr>
<td>4/3</td>
<td>50,842</td>
<td>25.99</td>
<td>31.97</td>
</tr>
<tr>
<td>5/1</td>
<td>52,524</td>
<td>26.85</td>
<td>33.02</td>
</tr>
<tr>
<td>5/2</td>
<td>53,662</td>
<td>27.43</td>
<td>33.74</td>
</tr>
<tr>
<td>5/3</td>
<td>55,515</td>
<td>28.38</td>
<td>34.90</td>
</tr>
<tr>
<td>6/1</td>
<td>57,882</td>
<td>29.59</td>
<td>36.39</td>
</tr>
<tr>
<td>6/2</td>
<td>59,058</td>
<td>30.19</td>
<td>37.13</td>
</tr>
<tr>
<td>6/3</td>
<td>60,191</td>
<td>30.77</td>
<td>37.85</td>
</tr>
<tr>
<td>7/1</td>
<td>61,415</td>
<td>31.39</td>
<td>38.62</td>
</tr>
<tr>
<td>7/2</td>
<td>62,601</td>
<td>32.00</td>
<td>39.36</td>
</tr>
<tr>
<td>7/3</td>
<td>63,815</td>
<td>32.62</td>
<td>40.12</td>
</tr>
</tbody>
</table>

12D (2) from 1 December 2012

The application of the Equal Remuneration Order which is effective from the first full pay period on or after 1 December 2012:

Social and community services employee level 3  2.89%
Social and community services employee level 4  3.56%
Social and community services employee level 5  4.11%
Social and community services employee level 6  4.44%
Social and community services employee level 7  4.67%

Further percentage increases as per the above will apply each year from 1 December 2013 until 1 December 2020, with the Final Rate of the Order equal to the following percentage of the applicable minimum wage in clause 15 of the Award:

Social and community services employee level 3  126%
Social and community services employee level 4  132%
Social and community services employee level 5  137%
Social and community services employee level 6  140%
Social and community services employee level 7  142%
The AIDS Council of SA Enterprise Agreement 2012-2015

Signed for and on behalf of the AIDS Council of SA Inc

Shane Dinnison

CHIEF EXECUTIVE OFFICER

2 Eton Rd Keswick SA 5035

18 October 2012

Date

Signed for an on behalf of the Australian Services Union South Australian and Northern Territory Branch.

Katrine Hildyard

BRANCH SECRETARY

5-9 Rundle St Kent Town SA 5067

23 October 2012

Date