

REGISTER OF ENTERPRISE AGREEMENTS

ENTERPRISE AGREEMENT NO: EA07/1

TITLE: People Living With HIV/AIDS (NSW) Inc Enterprise Agreement 2006-2009

I.R.C. NO: IRC6/3603

DATE APPROVED/COMMENCEMENT: 12 December 2006 / 12 December 2006

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**NEW AGREEMENT OR
VARIATION:** Replaces EA03/97.

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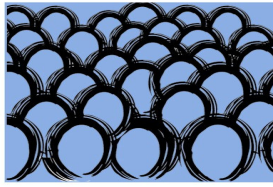
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COVERAGE/DESCRIPTION OF

EMPLOYEES: The agreement applies to all employees employed by People Living With HIV/AIDS Inc., located at Suite 5 Level 1, 94 Oxford Street, Darlinghurst NSW 2010, who fall within the coverage of the Social and Community Services Employees (State) Award.

PARTIES: People Living with HIV/AIDS Incorporated -&- the Australian Services Union of N.S.W.



PEOPLE LIVING WITH HIV/AIDS

NEW SOUTH WALES

People Living With HIV/AIDS (NSW) Inc Enterprise Agreement – 2006 - 2009

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1. Preamble and Principles

1.1 INTRODUCTION

People Living With HIV/AIDS (NSW) Incorporated ('PLWH/A') is a non profit community based organisation representing the interests of people living with HIV/AIDS in NSW. Incorporated on 21 July 1989 it is partially funded by government and partially by donations. It is managed by a Board, elected by its membership and there is one staff representative elected by the staff. The Executive Officer of PLWH/A is an ex-officio member of the Board. Full membership is open to a person with HIV/AIDS living in NSW and associate membership is open to NSW residents affected by HIV/AIDS.

The role of the staff of PLWH/A is essential to the operation of the organisation and all members of staff should show commitment to empowering the lives of people living with HIV/AIDS. The parties to the agreement are committed to serving the community by supporting the aims and objectives of the organisation.

1.2 PLWH/A OBJECTIVES

The aims and objectives of PLWH/A are:

- To empower people living with HIV/AIDS in New South Wales with information, referral and advice on all relevant AIDS issues; in particular information concerning treatment of HIV infection, information on care, support, legal reforms and life issues for those living with HIV/AIDS.
- To advocate on behalf of PLWH/A and lobby relevant community groups, governments and other organisations about issues of concern to PLWH/A, with the aim of ensuring the best possible levels of care, support and treatment for those living with HIV/AIDS.
- To promote a positive image of people living with and affected by HIV/AIDS, with the aim of eliminating prejudice, isolation, stigmatisation and discrimination arising from AIDS.
- To work closely with the HIV and disability sectors and other relevant organisations in the pursuit of these objectives.
- To receive donations, grants and bequests from persons and institutions including governments and to engage in such fund raising activities as may achieve the objectives of the Association.

1.3 PARTIES TO THE AGREEMENT

The agreement is made pursuant to Chapter 2 Part 2, Division 1 of the Industrial Relations Act (NSW) 1996 and is entered into on (date of registration) between:

- People Living with HIV/AIDS (NSW) Incorporated,
- the staff of PLWH/A,
- the Australian Services Union,

1.4 DEFINITIONS

- a) Administration Committee: the sub-committee with the delegated authority of the Board, which comprises the Executive Officer or designate, President, Vice-President, Secretary and Treasurer. Its quorum will be three including the Executive Officer or designate. It liaises with the Executive Officer, or delegated nominee, on day-to-day issues, staffing issues and financial matters. The Administration Committee is accountable to the Board.
- b) Agreement: this Enterprise Agreement, with any casual amendments, but does not include any Individual Employment Contract or any contract with an independent contractor.
- c) Board: the governing body of PLWH/A as constituted by the Rules of PLWH/A.
- d) Executive Officer: the staff member engaged by PLWH/A to execute its policies and to manage the activities of PLWH/A, which include its projects, staff and office organisation.
- e) Manager, Organisation and Team Development: the staff member engaged by PLWH/A to provide office management, quality management human resources services and other duties as

prescribed from time to time, to the organisation. The Manager, Organisation and Team Development reports to the Executive Officer, deputises for the EO when required and exercises certain of the EO's designated duties as delegated. A formal delegation, updated annually is attached as an addendum to this Enterprise Agreement.

- f) Entitlements: all payments by way of salary or wages, all holidays and other forms of leave, or payments in lieu thereof, and all other employment-related benefits.
- g) Independent Contractor: a person who enters into a contract with PLWH/A to provide a service or services to PLWH/A.
- h) Individual Employment Contract: a contract of employment between PLWH/A and an employee whose terms and conditions are negotiated and agreed upon independently of this Agreement but which may include any of the terms of this Agreement.
- i) Performance Appraisal: the process by which an employee's response to the demands and responsibilities of his or her position, the strengths and weakness of that employee and that person's role within PLWH/A are assessed. It is intended that the process will be used as a means of encouraging the personal development of an employee, of promoting a more cohesive staff team and of assessing whether that employee should move within the income classification levels.
- j) Staff: collectively, the employees of PLWH/A who are parties to this Agreement, but excluding those employees with Individual Employment Contracts, independent contractors and anyone performing duties for PLWH/A under a Subsidised Employment Scheme.
- k) Staff Representative: the employee who is elected by eighty (80) per cent of the staff voting in secret ballot to represent their interests in any dealings with the Board and who is the means by which the staff are consulted by the Board.
- l) Subsidised Employment Scheme: an arrangement by which a person performs duties for PLWH/A pursuant to a contract or agreement between that person and a government or other organisation.
- m) Time in lieu: an employment-related benefit by which an employee who works a number of hours by way of overtime becomes entitled to the same number of hours of paid leave.
- n) Union Representative: A member of staff, who is a member of a registered union or professional association, elected by staff members.
- o) Volunteers: persons who freely lend their skills, abilities, and labour to PLWH/A, who are neither parties to this Agreement nor current members of the Board.

1.5 SPIRIT OF THE AGREEMENT

- a) The parties to this agreement understand and agree that the future success of PLWH/A is entirely dependent on the quality of the people and their commitment to their role and growth within the organisation.
- b) This agreement is the charter of PLWH/A covering the following employment areas:
 - i. the rights and responsibilities of the employee;
 - ii. the terms and conditions of employment of employees;
 - iii. the administrative requirements of employment and receipt of entitlements.
- c) The spirit of this agreement is to provide a defined and secure basis for employment, a work environment which encourages and supports the employment of people with HIV, and to develop

and maintain a workplace which is fair, flexible non-discriminatory and which encourages the development of staff and volunteers. It is important for each Board member and employee to be fully familiar with this agreement, to avoid problems over employment matters and to encourage a workplace that facilitates teamwork, consultation, participation and staff responsibility in all aspects of the organisation's operations.

1.6 STAFF CONSULTATION

As a general principle, it is fundamental to the effective and harmonious functioning of PLWH/A that the staff should be consulted appropriately by the Board and that the views of the staff be respected. Therefore the parties agree that:

- a) On matters of Association policy and organisation and on any other matters in which the staff have a legitimate interest, the staff have a right to be consulted by the Board on such matters.
- b) Consultation on such matters should ensure that:
 - i. the views of the staff are communicated to the Board so as to enable the Board to take those views into account in its decision-making processes;
 - ii. the deliberations of the Board are communicated to the staff.
- c) It is the responsibility and the role of the Staff Representative to facilitate effective and appropriate communication between the Board and the staff and it is intended by the parties that as a general rule such communication be conducted by the Staff Representative.
- d) The Staff Representative has full voting rights at any meeting of the Board in accordance with the Rules of PLWH/A, and may, in the event of his or her inability to attend any Board meeting, nominate another member of staff to attend such meeting.

2. Operation

2.1 COMMENCEMENT AND APPLICATION

- a) This Agreement will commence on (the date of registration) and will continue for a period of three (3) years, provided that this period may be extended by such period as may be agreed between the Board and no less than eighty (80) per cent of the permanent staff voting by secret ballot.
- b) Upon commencement of the Agreement, it will be binding
 - i. on PLWH/A,
 - ii. on each staff member (as defined),
 - iii. on each new staff member on their signing of an employment contract and/or a letter of offer of employment,
 - iv. and on any other parties to the Agreement, provided that the terms and conditions of employment of a staff member may be varied by negotiation and agreement and that agreement contained in an Individual Employment Contract.

2.1.1 INTERPRETATION

- a) Without limiting the generality of section 1.5, the parties intend that this Agreement be interpreted in a flexible manner, which respects both the rights of the employees and the interests of the Association.

- b) The Administration Committee, in consultation with the Staff Representative whenever appropriate, will be responsible for the interpretation of the terms of this Agreement and for the supervision of its implementation.
- c) That failure to make agreement between the Administration Committee and the Staff representative will be resolved through the Prevention and Settling Disputes process outlined in section 3.31.

2.1.2 REVIEW

- a) The Agreement will be reviewed prior to the date of its expiration, such review to be commenced and completed between the Annual General Meeting of the Association that precedes the date of expiration and the following Christmas.
- b) Representatives of the Board and of the staff, with the assistance of the Executive Officer, will conduct the review.
- c) Any such reviewed Agreement will be subject to the approval of the Board.

2.1.3 CASUAL AMENDMENTS

- a) The terms of this Agreement will remain in full force and effect throughout its period of operation, unless
 - i. an amendment proposed by no less than eighty (80) per cent of the permanent staff voting by secret ballot is ratified by the Board; or
 - ii. an amendment proposed by the Board is agreed to by no less than eighty (80) per cent of the permanent staff voting by secret ballot.
- b) Any amendment to this Agreement, which is effected under Para 7C(a), Casual Amendments, is to be attached as an appendix to this Agreement, signed on behalf of the Board and the staff, and is thereafter to form part of the Agreement. The appendix should indicate clearly the paragraphs that have been amended and the changes that have been made by the amendment.
- c) Casual amendments to this Agreement should only be made in compelling or urgent circumstances and which may include:
 - i. the interests of an individual employee,
 - ii. the interests of all the staff, or
 - iii. the interests of the Association.

2.2 RECRUITMENT

- a) The optimum functioning of PLWH/A in the interests of HIV positive people in NSW depends in large part on the ability of PLWH/A to recruit quality staff. Therefore the need for a staff recruitment process of the highest standard is critical.
- b) After the commencement of this Agreement, as a general principle, new or replacement staff should be recruited on the basis of merit. Consideration also should be given to:
 - i. current employees and volunteers within the Association;
 - ii. HIV positive people or people with any other form of disability.

- c) In liaison with and subject to the direction of the Executive Officer or delegate, supervisors/project officers have the responsibility for designing a recruitment strategy for positions which are within their projects, including replacements for their own positions, and which are in accordance with current organisational recruitment guidelines.
- d) Subject to the direction of the Board, the Selection Panel for new or replacement staff should comprise the following:
 - i. For the position of Executive Officer - The President, any other office bearer of the Board and an independent responsible person;
 - ii. For all other positions - Any office bearer of the Board, the Executive Officer or delegate, and an independent responsible person.

2.2.1 TERMS OF ENGAGEMENT

- a) The employer shall inform each employee in writing as to the terms of their engagement, and in particular whether they are a full-time, part-time, fixed term or casual employee.
- b) Casuals shall receive such details in writing only on initial engagement
- c) The employer shall provide each employee with a job description or duty statement outlining specific duties to be performed and hours of work, upon engagement.
- d) All employees employed pursuant to this Agreement other than fixed term or casual employees shall be deemed to have ongoing employment.
- e) All employees shall be entitled to a letter outlining their period of employment with PLWH/A.
- f) The Executive Officer shall be deemed to be employed outside this agreement

2.3 CATEGORIES OF EMPLOYMENT AND ENTITLEMENT

a) Full Time Permanent Employment

A full-time permanent employee is a person:

- i. who is engaged to work for seventy (70) hours per fortnight and,
- ii. who is not engaged for either a fixed term or casually, and
- iii. who is entitled to receive all entitlements attaching to a full-time position.

b) Part Time Permanent Employment

A part-time permanent employee is a person:

- i. who is engaged to work for less than thirty-five (35) hours per week but for no less than seven (7) hours per week and
- ii. who is entitled to be paid at an hourly rate on a pro rata basis to the appropriate full-time rate of pay and
- iii. who is not engaged for either a fixed term or casually, and
- iv. who is entitled to receive all other entitlements under the provisions of this Agreement on a pro rata basis.

c) Fixed Term Employment

A fixed term employee is a person:

- i. who is engaged for a specified period of more than one month and not exceeding 36 months, and
- ii. who is engaged either full-time or part-time and
- iii. who is entitled to the provisions of this Agreement according to the classification of their employment;
- iv. provided that a person engaged for a period of less than a month is to be a casual employee and paid as such and;
- v. who is engaged for a specific period attached to predetermined single funding grants or sponsorships that are not recurrent.

d) Casual Employment

A casual employee is a person:

- i. who is engaged to perform irregular, seasonal or on-call work, and
- ii. who is paid at an hourly rate equivalent to the appropriate rate prescribed for that position (as outlined in Table 1 - Classification Levels), and
- iii. who is paid a casual loading of 24.6% for each hour worked in lieu of annual leave pursuant to the Annual Holidays Act 1944, and
- iv. who is entitled to such other entitlements as may be prescribed by legislation.

2.3.1 PROBATION

- a) On engagement, all permanent full-time and part-time employees will be subject to a probation period of twelve (12) weeks, beginning on the day of commencement, with the first week for induction.
- b) During the probation period, either PLWH/A or the employee may terminate the employment by giving one week's notice or pay or forfeiture of a week's pay in lieu of notice.
- c) During probation, the Executive Officer or delegate may review the conduct and/or performance of the employee with a view to terminating the employment, if the employee:
 - i. is not satisfactorily meeting the requirements of the position description;
 - ii. has provided misleading information to PLWH/A regarding the employee's qualifications, skills or experience;
 - iii. is uncooperative with other employees with respect to instructions and expectations; or
 - iv. has been consistently absent or late for work without satisfactory reason.
- d) The Executive Officer or delegate must inform an employee on probation of any dissatisfaction in terms of paragraph 9A, Probation (c), and, if appropriate, that the employee's performance is being reviewed by the Administration Committee.

- e) Upon being so informed, the employee must be given every reasonable opportunity to offer an explanation or to improve his/her performance or to otherwise answer any criticisms made, and until that opportunity is granted to the employee, his/her employment cannot be terminated except in the case of proven serious misconduct by the employee.
- f) Subject to section 2.3.1, Probation (b), (c) (d) and (e), during probation, the Executive Officer may recommend, for good reasons, the termination of the employment and such recommendation is to be referred to the Board for its endorsement.
- g) At the end of probation, the employee may request a written endorsement from the Executive Officer or delegate.

2.3.2 SECURE EMPLOYMENT

- a) Casual Conversion
 - i. A casual employee engaged by PLWH/A on a regular and systematic basis for a sequence of periods of employment during a calendar period of six months shall thereafter have the right to elect to have his or her ongoing contract of employment converted to permanent full-time employment or part-time employment if the employment is to continue beyond the conversion process prescribed by this subclause.
 - ii. PLWH/A shall give the employee notice in writing of the provisions of this subclause within four weeks of the employee having attained such period of six months. However, the employee retains his or her right of election under this subclause if the employer fails to comply with this notice requirement.
 - iii. Any casual employee who has a right to elect under paragraph (a)(i), upon receiving notice under paragraph (a)(ii) or after the expiry of the time for giving such notice, may give four weeks' notice in writing to the employer that he or she seeks to elect to convert his or her ongoing contract of employment to full-time or part-time employment, and within four weeks of receiving such notice from the employee, the employer shall consent to or refuse the election, but shall not unreasonably so refuse. Where PLWH/A refuses an election to convert, the reasons for doing so shall be fully stated and discussed with the employee concerned, and a genuine attempt shall be made to reach agreement. Any dispute about a refusal of an election to convert an ongoing contract of employment shall be dealt with as far as practicable and with expedition through the disputes settlement procedure.
 - iv. Any casual employee who does not, within four weeks of receiving written notice from PLWH/A, elect to convert his or her ongoing contract of employment to full-time employment or part-time employment will be deemed to have elected against any such conversion.
 - v. Once a casual employee has elected to become and been converted to a full-time employee or a part-time employee, the employee may only revert to casual employment by written agreement with PLWH/A
 - vi. If a casual employee has elected to have his or her contract of employment converted to full-time or part-time employment in accordance with paragraph (a)(iii), PLWH/A and employee shall, in accordance with this paragraph, and subject to paragraph (a)(iii), discuss and agree upon:
 - A. whether the employee will convert to full-time or part-time employment; and
 - B. If it is agreed that the employee will become a part-time employee, the number of hours and the pattern of hours that will be worked either

consistent with any other part-time employment provisions of this award pursuant to a part time work agreement made under Chapter 2, Part 5 of the Industrial Relations Act 1996 (NSW); Provided that an employee who has worked on a full-time basis throughout the period of casual employment has the right to elect to convert his or her contract of employment to full-time employment and an employee who has worked on a part-time basis during the period of casual employment has the right to elect to convert his or her contract of employment to part-time employment, on the basis of the same number of hours and times of work as previously worked, unless other arrangements are agreed between PLWH/A and the employee.

- vii. Following an agreement being reached pursuant to paragraph (vi), the employee shall convert to full-time or part-time employment. If there is any dispute about the arrangements to apply to an employee converting from casual employment to full-time or part-time employment, it shall be dealt with as far as practicable and with expedition through the disputes settlement procedure.
- viii. An employee must not be engaged and re-engaged, dismissed or replaced in order to avoid any obligation under this subclause.

2.4 RESPONSIBILITIES OF EMPLOYEES

- a) In discharging the duties and obligations attaching to their employment:
 - i. the Executive Officer is responsible to the Board;
 - ii. the Manager - Organisation and Team Development is responsible to the Executive Officer
 - iii. the Senior Project Officers are responsible to the Executive Officer or delegate;
 - iv. all other employees are responsible to the Executive Office or delegate.
- b) General Duties of Employees
It is the responsibility of employees to perform their duties in accordance with:
 - i. the terms of the position description attached to their employment;
 - ii. the PLWH/A Staff Charter of Values and Standards of Conduct;
 - iii. such provisions of the PLWH/A Code of Conduct as apply to staff;
 - iv. the relevant operational policies and guidelines of PLWH/A.
- c) Confidentiality
 - i. an employee will protect and maintain (as far as is reasonable within their powers to do so and subject to any legal obligations to disclose such information), confidentiality of all information which is confidential to PLWH/A and which comes to an employee in the course of their employment.
 - ii. on termination an employee will not reveal, record, sell or otherwise transfer to any person or entity any such confidential information belonging to PLWH/A.
 - iii. an employee will not disclose any personal or confidential information pertaining to another employee, volunteer, member or client of PLWH/A without the specific consent of the person involved or the Executive Officer or delegate, or where such information is

directly relevant to the duties of the employee or volunteer, subject to any legal obligation to disclose such information.

- iv. an employee's attention is drawn to Section 17 of the Public Health Act 1991 (NSW) which provides that: a person who, in the course of providing a service, acquires information that a person a) has been, or is required to be tested for HIV; or b) is, or has been, tested for HIV, must take all reasonable steps to prevent the disclosure of this information. Breach of this provision is a criminal offence punishable by fine of up to \$5500. As this is a criminal offence PLWH/A will not indemnify an employee if they are charged with breaching this condition.
 - v. all employees of PLWH/A must sign a confidentiality agreement prior to commencement of employment.
- d) **Employee's Duties of Care**

Employees have an obligation to PLWH/A, to their fellow employees and to the members of the community to use reasonable care and skill in the performance of their duties, especially in relation to:

- i. observing confidentiality in their handling of sensitive personal information and in their compliance with PLWH/A privacy guidelines;
- ii. providing information and advice;
- iii. their use of PLWH/A resources.

2.5 HOURS OF WORK

- a) The span of the ordinary hours of work is between 8 am and 7 pm on Mondays to Fridays, provided that the office of PLWH/A is staffed between the hours of 10 am and 5 pm on each working day, pursuant to a roster agreed upon between the Executive Officer or delegate and the staff.
- b) Employees are required to work their contracted hours within the span of the ordinary hours of work.
- c) Overtime may be worked when:-
 - i. an employee requests overtime and the Executive Officer or delegate approves that overtime; or
 - ii. the circumstances require the working of overtime, and
 - iii. the Executive Officer or delegate or Project Officer gives twenty-four (24) hours' notice, except in cases of emergency, and,
 - iv. where the working of overtime does not cause hardship or undue inconvenience to the employee.

3. Entitlements of Employees

3.1 GENERAL

- a) Each employee is entitled to receive from PLWH/A reasonable and appropriate remuneration for the responsibilities performed and for the hours worked by that employee.
- b) Except as may be provided by law, PLWH/A is obliged to provide employees only with the entitlements contained in this Agreement.

- c) An employee's entitlements are not tied to any Federal or State employment award.
- d) For the purposes of the calculation of any entitlement, an employee's period of service is determined from the date of commencement of employment, without reference to any previous period of employment with PLWH/A.
- e) At the discretion of the Executive Officer or delegate, an employee may be granted an advance on his or her salary or wages, provided that:
 - i. satisfactory arrangements are made for the deduction of such advances from future payments to the employee,
 - ii. and the employee would suffer undue hardship without the advance.
- f) In the event that the payment system is disrupted, the Executive Officer or delegate may make advance payments to staff in the expectation of the paid hours being worked by staff.

3.2 SALARY

3.2.1 General

- a) An employee's salary will be determined in accordance with the relevant category (see Section 2.3, Categories of Employment and Entitlement) and classification (see Annexure 'A', Classification Levels) and paid at the rate set out in Table 1, Classification Levels.
- b) A salary or wage will be paid to an employee each fortnight during working hours by means of cheque, electronic funds transfer or by such other reasonable means as may be agreed upon.
- c) PLWH/A will deduct from each employee's salary or wage the appropriate amount of income tax and such other deductions as may be required by law, provided that the employee may authorise in writing any other deduction. PLWH/A shall ensure that the structure of any agreed package complies with taxation and other relevant laws.
- d) PLWH/A will ensure that on each pay day all employees receive a pay advice showing the date of payment, the employee's classification, the period of employment to which the payment relates, the gross salary or wage, all deductions and the net amount thereafter.
- e) The agreement, the terms and conditions of which shall be in writing and signed by both the employer and the employee, shall detail the components of the total remuneration package for the purpose of this agreement.

3.2.2 Salary packaging

- a) PLWH/A and an employee will have the option to package \$15,444 of the employee's salary to a non-salary fringe benefit. This means the employee will receive a proportion [all but the above \$15,444] of the rate of pay in Table 1, Classification Levels, as money, and the balance will be received in the form of fringe benefits (non-cash amount).
- b) Superannuation will be calculated on the full cash and packaged component of the employee's salary and paid as outlined in section 3.7.
- c) The following expenses may be deemed to be a salary package item for the purpose of this Agreement:
 - i. home loan, personal loan or rental payments
 - ii. purchases at any retail outlet that accepts Visa

payment of bills such as electricity, phone, rates etc

periodical payments can be established to pay for regular bills

cash can not be drawn

- ii. An expense which may be claimed as a tax deduction may not be claimed as a salary package item.
- iii. An employee who has entered into a remuneration package agreement under this clause must agree to receive the non-cash amount via direct debit into the Community Sector Banking Employee Expense Card as established by PLWH/A on the employee's behalf.
- d) That staff entering into a salary packaging arrangement receive 50% benefit of the salary sacrifice.
- e) All employees are entitled to a 3.5% pay rise each year from 1 July 2006, 1 July 2007 and 1 July 2008 as set out in Table 1, Classification Levels.

3.3 ACCUMULATION OF TIME IN LIEU

- a) When an employee works overtime in accordance with section 2.5 (c), Hours of Work, that employee is entitled to time-in-lieu.
- b) In general, the parties intend and agree that time-in-lieu will be reviewed every three months by the Executive Officer or delegate and the staff and will be managed in the interests of the organisation and its staff.
- c) Time in lieu may accumulate, but only to a maximum of 14 hours. When an employee is holding fourteen (14) hours of time in lieu the Executive Officer or delegate must take appropriate steps to ensure that the employee's time in lieu does not exceed twenty (20) hours.
- d) Should accumulated time in lieu exceed 14 hours, the time in lieu in excess of 14 hours will be taken immediately within the next month at the Executive Officer or delegate's discretion.
- e) Other than as described in sub-clause (d), time in lieu is to be taken at any later date mutually agreeable to the employee and the Executive Officer or delegate, provided that where no agreement is reached the Executive Officer or delegate may require the employee to take time in lieu with at least 1 weeks notice.
- f) Approved, accrued and untaken time in lieu shall be fully used before the end of each financial year and/or on the termination of an employee's employment.

3.4 PAYMENT OF HIGHER DUTIES

- a) When an employee performs the duties of a position at a higher level of classification, the employee will be paid at the appropriately higher rate, provided that:
 - i. the employee performs those duties five (5) days or more within a three week period, and
 - ii. any permanent or fixed term employee who works at a lower level of duties is not to be paid at a lower rate.

3.5 INCREASES IN SALARY - PERFORMANCE REVIEW

- a) An employee may be entitled to an increase in salary only if that employee moves to a higher step within his or her classification level or is reclassified to a higher classification level.

- b) An employee will be moved to a higher step within a level or will be reclassified:
 - i. on the above satisfactory completion of a performance review, and
 - ii. at the discretion of the Executive Officer.
- c) In exercising discretion, the Executive Officer will take into account all relevant matters, which may include but are not limited to:
 - i. the outcome of the performance review;
 - ii. the personal circumstances of the employee;
 - iii. the potential contribution the employee can make to PLWH/A;
 - iv. the period of service with PLWH/A; and
 - v. the availability of funding.

3.6 PERFORMANCE REVIEW

- a) A performance review will take the form of a performance appraisal conducted by the Executive Officer, or Manager - Organisation and Team Development.
- b) A performance appraisal:
 - i. may be conducted on completion of an employee's period of probation;
 - ii. will be conducted on the completion of twelve (12) months employment; and
 - iii. will be conducted no later than twelve (12) months after any previous employment appraisal.
- c) The parties will review and keep under review the PLWH/A policy relating to performance review and the form of the performance appraisal.

3.7 SUPERANNUATION

- a) PLWH/A will make contributions to a superannuation fund nominated by the employee, for and on behalf of an employee based on the full cash and packaged component of the employee's salary.
- b) Contributions will be 9% in accordance with the requirements of the Superannuation Guarantee (Administration) Act 1992.

3.8 ROSTERED DAYS OFF

- a) In every period of six (6) weeks, a full time permanent or fixed term, employee will be entitled to take two rostered days off (RDO), if the employee works 37.5 hours each week.
- b) The scheduling of RDOs will be determined by the Executive Officer or delegate in consultation with the staff.
- c) An employee's entitlement to RDOs does not accrue, and must be taken in the fortnightly pay period immediately following the six (6) week period in which they arise.
- d) The value of RDOs is not paid out on termination or resignation.

3.9 MEAL AND REST BREAKS

- a) An employee will not work more than four hours without an unpaid meal break of no less than thirty (30) minutes.
- b) Periods of ten minutes will be allowed for morning and afternoon tea, which may be taken as four five minute breaks at the discretion of the employee.
- c) When working on computers, an employee will take a five minute break from the computer each hour and will do appropriate stretching exercises to reduce the possibility of Repetitive Strain Injury or of any other similar condition.

3.10 ANNUAL LEAVE AND LEAVE LOADING

- a) An employee is entitled to 4 weeks paid annual leave in accordance with the provisions of the Annual Holidays Act, 1944, provided that, as far as practicable:
 - i. the Executive Officer or delegate will ensure that the maximum amount of accrued annual leave to which an employee is entitled is six (6) weeks, and
 - ii. that the wishes of an employee are taken into account when scheduling staff annual leave,
 - iii. and that an employee on probation will not be entitled to annual leave.
- b) The annual leave loading of 17.5% will be paid on the full cash and packaged component of the employee's salary for the period of annual leave.
- c) On the termination of employment (which includes resignation) except as provided for in section 3.32 (e) iii - vii, Termination of Employment, of this Agreement, an employee is entitled to be paid the appropriate leave loading on accrued annual leave.

3.11 LONG SERVICE LEAVE

- a) A permanent full time employee is entitled to long service leave in accordance with the provisions of the Long Service Leave Act 1955. With the exception that the accrual rate is on the basis of 3 months for every 10 years of service.
- b) Where an employee's employment is terminated otherwise than under section 3.32 (e) iii-vii, Termination of an Employee, of this Agreement, an employee who is entitled to long service leave is entitled to be paid the value of that leave, after five years of service, on a pro rata basis of three months for every ten years of service.

3.12 PUBLIC HOLIDAYS

- a) For the purposes of this section a public holiday will be a day duly gazetted as such.
- b) Permanent full-time and fixed term employees are entitled to fully paid public holidays.
- c) Casual employees are not entitled to paid public holidays.
- d) Fixed term, part time employees are entitled to payment only for public holidays that fall on the days they are normally required to work.

3.13 DAYS OF SIGNIFICANCE

- a) Employees are entitled to take up to 10 days paid or unpaid leave holidays in any calendar year as national days, cultural or religious days of significance, or in accordance with indigenous, customary or traditional laws, provided that these days are nominated one month in advance to

the Executive Officer or delegate and that such holidays are determined by agreement between the Executive Officer or delegate and the employee to be taken as:

- i. an RDO, or
- ii. time in lieu where the employee has accrued sufficient time lieu in accordance with section 3.3, Accumulation of Time In Lieu,
- iii. annual Leave, or
- iv. unpaid leave, if other leave options are exhausted.
- v. Or a day in substitution for a gazetted public holiday (s)

3.14 SICK LEAVE

- a) For the purpose of this clause, 'ill' includes stress and mental ill health.
- b) In the event of an employee becoming ill and unfit for duty, an employee is entitled to twelve days sick leave on full pay within each year of service.
- c) An employee should take all reasonable steps to notify the Executive Officer or delegate of an intended absence and of the likely duration of the absence. Where possible this notification should be given no less than 3 hours before the beginning of the absence.
- d) Satisfactory proof of illness or injury, such as a medical certificate from a duly qualified medical practitioner must be provided by an employee after three days' absence.
- e) If the full entitlement to sick leave is not taken in any year, any unused period will accrue from year to year, provided that the value of any unused sick leave will not be paid on termination.
- f) In an individual case, if an employee suffers an injury or falls ill in the course of annual leave, the employee may be allowed an entitlement to that period of leave lost to illness or injury:
 - i. provided that an appropriate medical certificate is provided to the Executive Officer or delegate by way of notice, and
 - ii. the Executive Officer or delegate will make a decision to consider the leave so lost as annual leave or sick leave having regard to the particular circumstances of the case.
 - iii. Permanent full time employees may be entitled to thirty-five hours sick leave in advance at the discretion of the Executive Office or delegate, provided that
 - iv. an appropriate medical certificate is provided, and
 - v. leave taken in advance will reduce the following year's entitlement accordingly, and
 - vi. on termination or resignation the value of leave taken in advance will be adjusted with any of the employees unpaid entitlements.
- g) Permanent fixed term employees are entitled to a pro rata sick leave according to the period of employment in any one year, provided that a maximum of thirty-five (35) hours of unused sick leave may be carried into a subsequent contract, and the time between the two contracts is less than three (3) months.

3.15 ADDITIONAL LEAVE FOR EMPLOYEES WITH HIV/CHRONIC ILLNESS

- a) An employee, who is entitled to benefits under section 3.14, Sick Leave, and who has HIV and/or any other acute chronic condition is entitled to a further one hundred and forty (140) hours sick

leave on full pay within each year of service in addition to any other sick leave entitlements, provided that

- i. a medical certificate is supplied for each additional period of leave, and
 - ii. this entitlement does not accrue from year to year,
 - iii. and an employee is not entitled to the value of such entitlement on termination of employment.
- b) An employee who has HIV and/or any other acute chronic condition is entitled to six months stress leave without pay if all entitlements under section 3.14, Sick Leave, and section 3.15 (a), Additional Leave for Employees with HIV/Chronic Illness, are exhausted.

3.16 PERSONAL/CARER'S LEAVE ENTITLEMENT

- a) For the purposes of this paragraph and for section 3.15, Additional Leave for Employees with HIV/Chronic Illness, a "person concerned" is defined as one of the following:
- i. a spouse of the employee;
 - ii. a de facto spouse of the employee, being a person of the opposite sex who lives with the employee as husband or wife on a bona fide de facto basis, though not legally married;
 - iii. a child or adult child of the employee, (being an adopted child, a step child, a foster child or an ex-nuptial child),
 - iv. a parent (including a foster parent and legal guardian),
 - v. a grandparent, a grandchild, or
 - vi. a sibling of the employee, or
 - vii. a same sex partner who may or may not be living with that employee on a bona fide domestic basis; or
 - viii. a relative of the employee (being a person related by blood, by marriage or by marriage to a blood relative) who is a member of the same household (being a family group living in the same domestic dwelling; or
 - ix. a close friend.
- b) Where the care and support of an employee, other than a casual employee, is required by a person concerned in circumstances of illness, injury or other serious need, then the employee is entitled, subject to section 3.17, Personal/Carer's leave Entitlement, to use any current or accrued sick leave entitlements provided for under section 3.14., Sick Leave, and such leave may be taken for part or all of a single day.

3.17 CONDITIONS FOR PERSONAL/CARER'S LEAVE

- a) An employee should apply for leave under section 3.16, Personal/Carer's Leave, only if no other suitable person is readily and conveniently available to provide care and support for the person concerned.
- b) If required, an employee seeking personal/carers leave will provide an appropriate medical certificate or statutory declaration or such other material as will substantiate the need of the person concerned for the care and support of the employee.

- c) Wherever practicable, an employee seeking personal/carer's leave will give the Executive Officer or delegate notice of the intention to seek leave with all relevant details, including the estimated length of the leave sought. Where this is not practicable, the employee should notify the Executive Officer or delegate by telephone of the taking of personal/carer's leave at the first opportunity on the day of the employee's absence.
- d) Notwithstanding the provisions of section 3.16, Personal/Carer's Leave, an employee with the consent of the Executive Officer or delegate may take unpaid leave to care for a person concerned and such unpaid leave will be subject to the provisions of section 3.22, Leave without Pay.

3.18 PARENTAL LEAVE

- a) An employee is entitled to parental leave in accordance with the provisions of the Industrial Relations Act 1996.
- b) A permanent full time employee with at least twelve months' continuous service, is entitled to two (2) months paid parental leave and up to ten months unpaid parental leave, while a part-time permanent employee is similarly entitled pro-rata.

3.19 CHILD CARE

- a) In the event of an emergency, where an employee has the care and control of a child, he or she may, at the discretion of the Executive Officer or delegate, supervise the child in the office for a period of up to two hours.

3.20 BEREAVEMENT LEAVE

- a) On the death of a person concerned, as defined in section 3.16, a permanent employee is entitled to a maximum of five (5) days paid leave for each occasion of the death of a person, provided that appropriate evidence is supplied to the Executive Officer or delegate on request.
- b) Such leave does not accrue and the value of such leave is not payable on termination of employment.
- c) That with prior approval of the Executive Officer or delegate, the employee will be able to take the days as deemed necessary.

3.21 SPECIAL LEAVE

- a) At the discretion of the Executive Officer or delegate and on the giving of appropriate notice, a permanent full time employee is entitled to 3 days paid leave per year for a significant special occasion, such as moving house. A permanent part-time employee is entitled to special leave, as pro rata.
- b) Special leave does not accrue and is not paid out on termination of employment.

3.22 LEAVE WITHOUT PAY

- a) By agreement with the Executive Officer or delegate, an employee is entitled to five (5) days unpaid leave in any calendar year for each twelve months of service. This leave is not cumulative.
- b) Where:
 - i. a permanent full time employee has completed at least two (2) years continuous service, and
 - ii. the employee has used all accumulated Annual Leave and Long Service Leave and

- iii. the employee has shown good and sufficient reason, the Executive Officer or delegate may authorise leave without pay for not more than 52 weeks and it is intended that such leave will not be unreasonably withheld.
- c) Leave without pay will not break continuity of service but will not count as service for the purpose of accrual of entitlements.

3.23 JURY LEAVE

- a) Where a permanent full time or part time employee is required to attend for jury service during ordinary working hours, PLWH/A will reimburse an amount equal to the difference between the fee paid by the court and the employee's basic daily pay, provided that, in the event of the fee exceeding the employee's daily rate of pay, the provisions of section 3.36, Recovery of Funds, will apply to that excess as if the employment had been terminated.
- b) The employee will notify the Executive Officer or delegate 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.

3.24 CHRISTMAS LEAVE

- a) Due to the temporary closure between Christmas Day in one year and New Year's Day in the succeeding year, an employee must take leave for the ordinary working days falling between Christmas Day in one year and New Year's Day in the succeeding year.
- b) Leave taken during this period is donated to the employee by PLWH/A Inc.

3.25 EDUCATION LEAVE

- a) Subject to the approval of the Executive Officer or delegate, a full- time permanent employee will be entitled to a maximum of four hours (4) paid leave per week during semester time only, to attend courses of study where the study is directly applicable to their position.
- b) For the purposes of obtaining and maintaining the entitlement to study leave, the employee will supply to the Executive Officer or delegate proof of enrolment, semester times and lecture timetables, and proof of successful completion of units.
- c) Permanent part-time employees are entitled to pro-rata education leave.
- d) Such leave may be accumulated throughout the year and taken prior to examinations, provided that the maximum to be taken at any one time will be one week.
- e) Hours can only be accumulated for the weeks during which course attendance is required.
- f) An employee will be entitled to take accumulated education leave to attend examinations approved by the Executive Officer or delegate. Leave will cover travel time and duration of examination.
- g) Education Leave is not cumulative from one year to the next and is not paid out on termination of employment.

3.26 CONFERENCE LEAVE

- a) An employee may, with the prior approval of the Executive Officer or delegate attend work related conferences during normal working hours without loss of pay. This includes travelling time to and from the conference.
- b) Any employee using conference leave will be required to complete a written report of proceedings.

3.27 ALLOWANCES AND EXPENSES

- a) Subject to the provisions of paras. (b), (c) and (d), PLWH/A will reimburse employees for the reasonable expenses they incur in the course of their duties, provided that:-
 - i. the employee provides appropriate proof of that expenditure; and
 - ii. the Executive Officer or delegate has given prior approval.
- b) Where the Executive Officer or delegate requires an employee to work away from the normal workplace, PLWH/A will pay a Pier Diem to the employee as outlined in Table 2, Allowances.
- c) Where the Executive Officer or delegate requires an employee to use his or her motor vehicle for the purposes of PLWH/A, PLWH/A will pay the employee an allowance at the rate prescribed in Table 2, Allowances, of this Agreement, provided that the motor vehicle is comprehensively insured.
- d) Where the Executive Officer or delegate requires an employee to work beyond 7.00 pm, PLWH/A will pay the taxi fare of the employee from the place of work to the employee's home.
- e) Where the Executive Officer or delegate requires an employee to use his or her personal telecommunications equipment for the purposes of their employment, PLWH/A will reimburse the documented and identified use of that equipment.

3.28 FIRST-AID CERTIFICATE ALLOWANCE

- a) Where the Executive Officer or delegate is satisfied that an employee possesses a current first aid certificate and permanent ability of a reasonable standard and the Executive Officer or delegate assigns that employee first aid responsibilities, the Executive Officer or delegate will appoint that employee as a first aid officer and PLWH/A will pay an allowance at the rate as prescribed in Table 2 - Allowances.
- b) For the purposes of section 3.28(a), a first aid certificate issued by either the St. John's Ambulance Association or the Australian Red Cross is recognised.

3.29 PROVISION OF AMENITIES

PLWH/A will ensure that the following amenities in a reasonable condition are provided for the staff:

- i. toilet and washing facilities;
- ii. heating and cooling for the safe and healthy functioning of the workplace;
- iii. kitchen and staff amenities; and
- iv. space for a staff notice board, with union business.
- v. a work place free of cigarette smoke

3.30 STAFF MEETINGS/UNION BUSINESS

- a) A maximum of two hours per week will be given to the staff to meet with the staff representative for the discussion of staff issues, which may include relevant bona fide union business.
- b) A permanent employee nominated by the Union, and elected by staff, will be entitled to a maximum of two days' paid leave per annum to attend Trade Union Training courses. Attendance will be at the convenience of PLWH/A. An employee will give the Executive Officer or delegate at least two weeks' notice of attendance at such courses. Such leave does not accumulate, is non-transferable and is not paid out on termination of employment.

3.31 PREVENTION AND SETTLING OF DISPUTES

- a) The parties to this agreement will use their best endeavours to promote a cooperative and harmonious workplace, to foster respect for the rights and views of all people involved in the work of PLWH/A and to prevent disputes arising between those people.
- b) Where an employee has a complaint or grievance in relation to the conduct of any other person involved in the work of PLWH/A or to any decision made which affects that employee, the parties to this Agreement will take all reasonable and genuine steps to discuss, negotiate and resolve that grievance as soon as practicably possible.
- c) In the interests of the prompt resolution of grievances, the following procedures should be observed:
 - i. where a member of the Board has a complaint concerning the behaviour of an employee, that member forthwith will discuss that behaviour with the Executive Officer;
 - ii. where the employee has a grievance which relates to the behaviour or to the decisions of any other person involved with PLWH/A which affects that employee, the employee forthwith will discuss the matter with his or her immediate supervisor, provided that if the grievance arises with respect to that immediate supervisor, the employee should discuss the matter with the Executive Officer, or if the matter relates to the Executive Officer, with a member of the Administration Committee;
 - iii. where the Executive Officer or Manager - Organisation and Team Development has a disciplinary complaint about an employee within their immediate responsibility, that officer forthwith will discuss that complaint with the employee.
- d) In the event that such procedures and discussions fail to resolve the grievance or the complaint satisfactorily within a reasonable period of time, a 'dispute' between the parties involved will be held to exist.
- e) Where a dispute is held to exist which affects only the staff, the dispute will be referred to the Executive Officer who will convene a 'dispute meeting' of the Executive Officer, the Staff Representative and the employee, or, if the employee is the Executive Officer, the President or Vice-President of PLWH/A.
- f) In the case of any other dispute, the matter will be referred to the Administration Committee which will then convene a dispute meeting of such people whose presence, in the opinion of the Administration Committee, will be necessary to resolve the dispute.
- g) At such meeting, a person, who is not a party to the dispute, should attend to take notes of the substance of the grievance and the dispute, the negotiations between the parties and the outcome, if any, and if such notes are signed by all those attending the meeting, those notes will form the record of the meeting.
- h) The Executive Officer or delegate will be responsible for the supervision and implementation of such agreed terms as arise out of the dispute meeting and as are contained in the record of the dispute meeting.
- i) In the event that a dispute meeting fails to resolve the dispute, the Executive Officer or delegate will engage on behalf of PLWH/A a professional mediator for the purposes of resolving the dispute.
- j) Once a referral to a mediator has been made, the parties to the dispute and the parties to this Agreement will abide by any lawful direction of the mediator made for the purposes of resolving the dispute, including attendance at any meeting.

- k) In the event that the mediator fails to resolve the dispute, all parties shall submit to the conciliation and arbitration processes as contained in the Industrial Relations Act (NSW) 1996.

3.31.1 IMPLEMENTATION OF DISPUTE SETTLING PROCEDURES

- a) The provisions of section 3.31, Prevention and Settling of Disputes, do not apply to an employee on probation under section 2.31, Probation, with respect to disciplinary or performance matters.
- b) At any stage of the procedures referred to in section 3.31, Prevention and Settling of Disputes, an employee is entitled to have such assistance and/or representation as he or she chooses, which may include the Staff Representative or a member of an employee organisation.
- c) At any stage of the procedures referred to in section 3.31, Prevention and Settling of Disputes, PLWH/A is entitled to such assistance and representation as it chooses.
- d) No party shall be prejudiced as to final settlement of a grievance/dispute by the continuance of work in accordance with the procedure in section 3.31, Prevention and Settling of Disputes, provided that nothing in this paragraph shall be taken to limit PLWH/A's right to summarily dismiss any employee for misconduct which justifies instant dismissal.

3.32 TERMINATION OF EMPLOYMENT

- a) A permanent full time or part time employee who wishes to terminate his or her employment must give written notice in accordance with the provisions of Table 3, Minimum Periods of Notice.
- b) If less than the prescribed minimum notice is given, then PLWH/A has the right to deduct such monies owed to the employee on termination which are equivalent to period for which notice has not been given.
- c) If PLWH/A wishes to terminate the employment of an employee, it must give written notice in accordance with the provisions of Table 4, Minimum Periods of Notice. If less than the prescribed minimum notice is given, PLWH/A will pay to the employee a sum in lieu of that prescribed period of notice which has not been given.
- d) Notwithstanding the above, PLWH/A may dismiss an employee without notice under section (v), (vi), (vii) and (viii) below.
- e) PLWH/A may terminate an employee's employment upon reasonable grounds, which may include, but is not limited to, any of the following:
 - i. termination of funding; or
 - ii. disbanding of the organisation; or
 - iii. unsatisfactory performance or unsatisfactory attendance of duties after the procedures in section 3.33, Verbal and Written Warnings, have been carried out;
 - iv. failure to resume duties after one (1) week following a period of leave without notice or without satisfactory reason; or
 - v. serious misconduct or irresponsibility including wilful disobedience, dishonesty, sexual harassment, physical or emotional assault, breach of confidentiality, intoxication in the workplace, serious breach of PLWH/A Rules, policies and guidelines; or

- vi. continuous breaches of the Occupational Health & Safety Act 2000 despite appropriate counselling; or
 - vii. intoxication at work due to illicit substances; or
 - viii. falsification or wilful destruction of records.
- f) A decision to terminate employment will be made by the Executive Officer, subject to review by the Board.
 - g) At the termination of employment under clause (e) (i), (ii) & (iii) the employee is entitled to the payment of all accrued entitlements (Annual Leave, Long Service Leave and TIL), in addition to salary due, subject to section 3.36, Recovery of Funds.
 - h) On termination, an employee will return all originals and copies of confidential PLWH/A documents, whether held electronically or otherwise, and all other property of PLWH/A at the employee's expense.
 - i) On termination an employee will resign from any appointment or other office held by them in PLWH/A or in any other organisation where they represent PLWH/A
 - j) No termination will be harsh or unfair and would not normally occur until the process outlined in section 3.33, Verbal and Written Warnings occurs.

3.33 VERBAL AND WRITTEN WARNINGS

A verbal or written warning may be issued to staff expressing concerns. Examples of unsatisfactory conduct that may warrant such action but are not limited to:

- i. Breach of safety regulations;
- ii. Negligence or failure to comply with PLWH/A policies and procedures;
- iii. Unsatisfactory attendance or punctuality;
- iv. Refusal to obey lawful and reasonable instruction;
- v. Failure to notify PLWH/A of unauthorised absence.

The warning must advise the employee to improve performance or to cease certain conduct, and that failure to do so may result in dismissal. If there is any further breach after the written warning has been issued, the employee may then be dismissed from employment in accordance with the procedure outlined in section 3.32, Termination of employment, of this agreement.

3.34 SUSPENSION OF EMPLOYMENT

- a) An employee may be suspended in the event of his or her behaviour creating a serious risk of grave harm to PLWH/A, to other employees or to members of the public who are in contact with PLWH/A.
- b) The Executive Officer may suspend an employee with pay, pending the outcome of a Board meeting to consider termination of the employee's employment.
- c) The Administration Committee may suspend the Executive Officer on pay, pending the outcome of a Board meeting to consider termination or otherwise of the Executive Officer's employment.

- d) The Executive Officer may indefinitely suspend an employee with full pay, pending the outcome of an investigation of any serious complaint or charge against the employee, made within or outside the organisation.
- e) During the period of suspension, the employee is entitled to ordinary pay. In the event of a subsequent termination, no payments of salary or wages made to the employee during the period of suspension may be recovered, except as provided for in section 3.36, Recovery of Funds.

3.35 ORGANISATIONAL CHANGE AND REDUNDANCY

3.35.1 Introduction of Change

- a) Where PLWH/A has made a definite decision to introduce changes in production, program, organisation, structure or technology that are likely to have significant effects on employees, PLWH/A shall notify the employees who may be affected by the proposed changes and the Union to which they belong.
- b) "Significant effects" include termination of employment, major changes in the composition, operation, or size of the employer's workforce or in the skills required, the elimination or diminution of job opportunities, promotion opportunities or job tenure, the alteration of hours of work, the need for retraining or transfer of employees to other work or locations and the restructuring of jobs.

3.35.2 Duty to Discuss Change

- a) PLWH/A shall discuss with the employees affected and the Union, inter alia, the introduction of the changes referred to in section 3.35.1(a), the effects the changes are likely to have on employees and measures to avert or mitigate the adverse effects of such changes on employees, and shall give prompt consideration to matters raised by the employees and/or the Union in relation to the changes.
- b) The discussion shall commence as early as practicable after a definite decision has been made by the employer to make the changes referred to in section 3.35.1(a).
- c) For the purpose of such a discussion, PLWH/A shall provide to the employees concerned and the Union, all relevant information about the changes including the nature of the changes proposed, the expected effects of the changes on employees and any other matters likely to affect employees provided that any employer shall not be required to disclose confidential information the disclosure of which would adversely affect the employer.

3.35.3 Discussions before Termination

- a) Where PLWH/A has made a definite decision that they no longer wish the job the employee has been doing to be done by anyone, pursuant to section 3.35.1(a), and that decision may lead to the termination of employment, the employer shall hold discussions with the employees directly affected and with the Union.
- b) The discussions shall take place as soon as is practicable after PLWH/A has made a definite decision which will invoke the provision of section 3.35.3(a) and shall cover any reasons for the proposed termination, measures to avoid or minimise the terminations and measures to mitigate any adverse effects of any termination on employees concerned.
- c) For the purpose of the discussions PLWH/A shall, as soon as practicable, provide to the employees concerned and the Union all relevant information about the proposed terminations, including the reasons for the proposed terminations, the number and categories of employees likely to be affected, and the number of

employees normally employed and the period over which the terminations are likely to be carried out. Provided that any employer shall not be required to disclose confidential information the disclosure of which would adversely affect PLWH/A.

3.35.4 Redundancy

- a) In the event of an employee being made redundant;
 - i. the period of notice of termination of employment will be in accordance with Table 4, Minimum Periods of Notice; and
 - ii. the redundancy payments made to an employee will be in accordance with Table 5, Redundancy payments, of this Agreement.
- b) Sub-clause (a) of this provision applies to permanent part-time and full-time employees, but not otherwise.
- c) If at any time PLWH/A is considering making any employee redundant, then, before such a decision is made, PLWH/A undertakes to the staff to examine all possible means of retaining the services of that employee, whether by means of employment in a comparable or other position, using accrued leave, leave without pay or by using any other appropriate provision under this Agreement.
- d) An employee who has been made redundant may terminate his or her employment during the period of notice without loss of redundancy benefits or payments, provided that the employee will not be entitled to payment for the notice period not worked.
- e) An employee who has been made redundant will be entitled to one paid day per week during the period of notice for the purpose of seeking alternative employment, provided that the Executive Officer or delegate has discretion to allow further paid leave in appropriate circumstances.
- f) Except where an employee has been made redundant and has received payment under the terms of Para (a), where any on-going employee with more than twelve months continuous service with PLWH/A has been made redundant, then PLWH/A will give preference to that employee in filling the next vacant position, provided that the employee demonstrates the appropriate skills and qualifications in the selection process to satisfy the requirements of the position. Where PLWH/A has insufficient funds to pay severance payments, PLWH/A may apply to the Industrial Relations Commission to be exempted from the making of such payments.

3.36 RECOVERY OF FUNDS

- a) If, upon termination of employment, an employee owes to PLWH/A any moneys by way of advances upon salary or wages, paid leave taken in advance, by expense incurred by PLWH/A for the benefit of the employee or in any other way, PLWH/A has the right to recover such moneys from the employee including by way of deductions from any termination pay to which the employee may be entitled.
- b) In the event that PLWH/A is unable to recover such moneys by way of the deduction referred to in the preceding sub- paragraph, PLWH/A may serve a formal written demand upon the employee, and thereafter the parties should seek to resolve the matter by way of negotiations.

- c) The Executive Officer or delegate will conduct the negotiations with the employee, except that the Administration Committee will negotiate with the Executive Officer in the event of a demand upon the Executive Officer.
- d) If a settlement of the matter is not achieved within a reasonable period of time, PLWH/A may take such action at law as it may be advised, provided that nothing in this paragraph or in this Agreement will detract from the employee's right to respond to such action as he or she may be advised.

4. Annex and Tables

Table 1 - Classification Levels

Date:	Current	Jul-06	Jul-07	Jul-08
Rate increase		3.50%	3.50%	3.50%
Level 1	General Staff			
Step 1	\$27,944	\$28,922	\$29,934	\$30,982
Step 2	\$28,750	\$29,756	\$30,798	\$31,876
Step 3	\$29,556	\$30,590	\$31,661	\$32,769
Step 4	\$30,631	\$31,703	\$32,813	\$33,961
Step 5	\$31,706	\$32,816	\$33,964	\$35,153
Step 6	\$34,393	\$35,597	\$36,843	\$38,132
Level 2	Project Officers			
Step 1	\$37,617	\$38,934	\$40,296	\$41,707
Step 2	\$38,692	\$40,046	\$41,448	\$42,899
Step 3	\$40,841	\$42,270	\$43,750	\$45,281
Step 4	\$42,991	\$44,496	\$46,053	\$47,665
Step 5	\$44,066	\$45,608	\$47,205	\$48,857
Step 6	\$45,140	\$46,720	\$48,355	\$50,048
Level 3	Senior Project Officers			
Step 1	\$45,355	\$46,942	\$48,585	\$50,286
Step 2	\$47,290	\$48,945	\$50,658	\$52,431
Step 3	\$49,439	\$51,169	\$52,960	\$54,814
Step 4	\$51,320	\$53,116	\$54,975	\$56,899
Step 5	\$52,126	\$53,950	\$55,839	\$57,793
Step 6	\$53,201	\$55,063	\$56,990	\$58,985
Step 7	\$54,275	\$56,175	\$58,141	\$60,176
Step 8	\$55,349	\$57,286	\$59,291	\$61,366
Level 4	Managers			
Step 1	\$54,813	\$56,731	\$58,717	\$60,772
Step 2	\$55,888	\$57,844	\$59,869	\$61,964
Step 3	\$57,500	\$59,513	\$61,595	\$63,751
Step 4	\$58,575	\$60,625	\$62,747	\$64,943
Step 5	\$59,650	\$61,738	\$63,899	\$66,135
Step 6	\$60,724	\$62,849	\$65,049	\$67,326
Step 7	\$61,800	\$63,963	\$66,202	\$68,519
Step 8	\$62,872	\$65,073	\$67,350	\$69,707

4.2 ANNEX A - Classification Levels

4.2.1 Level 1 - General Staff

An employee classified as a Level 1 is primarily employed to implement existing programs and new programs as they are developed from time to time. A Level 1 may also assist in the development of new projects to be implemented within an existing program.

A Level 1 may exercise some discretion and decision making in the performance of their work, to the extent of and within defined procedures, methods and guidelines which may be varied from time to time. A Level 1 may be assigned responsibility for components of the program delivery.

Other characteristics of the Level 1 classification may include:

- has demonstrated experience in HIV/AIDS issues relevant to the position
- maintains a professional understanding of HIV/AIDS issues relevant to the position
- assists in the planning and evaluation of existing and new programs
- participates in the assessment of program delivery
- may prepare and present reports related to existing and new programs as they are developed
- undertakes client contact work within defined boundaries to be set by the position description
- reports to a Level 3 or Level 4
- may instruct volunteers in the performance of their work but not other employees or clients
- may undertake the work of another Level 1

4.2.2 Level 2 - Project Officer

An employee classified as a Level 2 is primarily employed to develop and deliver new programs and to amend existing programs. A Level 2 may also coordinate or supervise the development of new projects to be implemented within an existing program.

A Level 2 may exercise substantial discretion and decision making in the performance of the work, which may be within defined procedures, methods and guidelines or not.

Other characteristics of the Level 2 classification may include:

- may possess or be required to develop some particular area of expertise, such as a particular health or professional area
- has demonstrated experience in HIV/AIDS issues relevant to the position
- maintains a professional understanding of HIV/AIDS issues relevant to the position
- may represent PLWH/A (NSW) Inc interests in the community with other service providers on a professional basis, within guidelines set by PLWH/A (NSW) Inc
- fosters relationships and liaises with other relevant service providers
- may prepare and provide expert advice to other employees or on behalf of PLWH/A (NSW) Inc
- conducts evaluation of existing and new programs
- may prepare and present reports related to any work undertaken
- reports to the Executive Officer or delegate

- may undertake the work of Level 1

4.2.3 Level 3 - Senior Project Officer

An employee classified as a Level 3 is primarily employed as the coordinator of a small team work environment and is responsible for the overall provision of work within the defined work environment. A Level 3 will act as the coordinator within and across the diverse programs and services operating in the small team work environment. A Level 3 is expected to exercise substantial discretion and decision making within the small team work environment.

A Level 3 is responsible for managing the day to day operational matters within the small team work environment. This means most Level 3 positions will supervise employees and volunteers.

A Level 3 will report to the Executive Officer or delegate.

Other characteristics of a Level 3 classification may include:

- may possess or be required to develop some particular area of technical expertise, such as legal issues, health issues or other professional area
- has demonstrated experience in HIV/AIDS issues relevant to the position
- maintains a professional understanding of HIV/AIDS issues relevant to the position
- may represent PLWH/A (NSW) Inc in an official capacity within guidelines set by PLWH/A (NSW) Inc
- may assist in the development of lobbying strategies and other strategic work
- may prepare and provide expert advice to other employees or on behalf of PLWH/A (NSW) Inc
- may assist in the development of budgets and budget proposals
- may undertake limited responsibilities for the administration of budgets within defined guidelines
- may prepare and present reports related to any work undertaken
- will assist and support the professional development of other employees
- may assist in the recruitment process and/or development of position descriptions

4.2.4 Level 4 - Manager - Organisation and Team Development

An employee classified as a Level 4 is employed as the Manager - Organisation and Team Development and is responsible for overseeing quality improvement and change management strategies within the organisation. A Level 4 is expected to exercise substantial discretion and decision making within the organisation and display substantial initiative in the performance of their duties.

A Level 4 is responsible to the Executive Officer for the management of staff and volunteers, as well as ensuring the smooth day-to-day operation of all aspects of the organisation.

Other characteristics of a Level 4 classification may include:

- responsibility for the recruitment and professional development of employees

- responsibility for the development of position descriptions and job design within the structure of the programs of the organisation
- participation in the process of terminating an employee's employment
- responsible for the production of reports as required or requested
- responsible for advice on the interpretation and implementation of industrial relations, OH& S, EEO principles within the policies and procedures of the organisation
- responsible for administering the day-to-day operations of the organisation and assisting the Executive Officer with reporting mechanisms, outgoing correspondence and related duties
- maintaining a professional understanding of HIV/AIDS issues relevant to the position
- representing PLWH/A (NSW) Inc in an official capacity as directed by the Executive Officer
- assisting in the development of budgets and budget proposals
- assisting the Executive Officer in special projects especially in relation to organisational policy and progress to accreditation

4.3 Table 2 - Allowances

(Rates and Allowances will be indexed by 3.5% on 1 July 2006, 1 July 2007 and 1 July 2008)

Motor Vehicle Rate 0.53 cents per kilometre

Meals

Breakfast	\$8.90
Lunch	\$13.40
Dinner	\$22.30

Accommodation

Capital city per day	\$134.55
Elsewhere per day	\$84.10

First-aid

Per week	\$7.99
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4.4 Table 3 - Minimum Periods of Notice Given from an Employee

Period of Continuous Service	Notice Period
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Less than 1 year	2 weeks
1 year and less than 3 years	2 weeks
3 years and less than 5 years	3 weeks
5 years and over	4 weeks

4.5 Table 4 - Minimum Periods of Notice Given to an Employee

Period of Continuous Service	Notice Period	
	Under 45 years	45 years and over

Less than 1 year	2 weeks	2 weeks
1 year and less than 3 years	2 weeks	3 weeks

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

4.6 Table 5 - Redundancy Payments

Period of Continuous Service	Severance Pay	
	Under 45 years	45 years and over
1 year or less	Nil	Nil
Over 1 year and less than 2 years	2 weeks	2.5 weeks
2 years and less than 3 years	4 weeks	4.5 weeks
3 years and less than 4 years	5.5 weeks	6 weeks
4 years and over	6 weeks	6.5 weeks

4.7 ANNEX B - Delegated Authority

TO: Manager Organisation and Team Development, PLWHA (NSW)

FROM: Executive Officer, PLWHA (NSW)

This is to certify that you are authorised to act on my behalf as indicated in the PLWHA (NSW) Enterprise Agreement whenever reference is made to "Executive Officer or delegate."

This delegation will expire at the termination of this Agreement

Signed:.....Date:.....

Jodie Little

Manager Organisation and Team Development

Signed:.....Date:.....

Geoff Honnor

Executive Officer

5. Signatories

Signed for and on behalf of People Living with HIV/AIDS (NSW) Inc.

Signature: Date:

Name and position:.....

Signed for and on behalf of People Living With HIV/AIDS (NSW) Inc employees:

Signature:Date:.....

Name and position:.....

Signed for and on behalf of the Australian Services Union:

Signature:Date:.....

Name and position:.....