



ACON HEALTH LTD
ENTERPRISE
AGREEMENT 2018-2021
[CONSOLIDATED]

ACON HEALTH LTD

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1 Part 1 - Scope of the Agreement

1.1 Title

1. This Agreement will be known as the ACON Health Ltd Enterprise Agreement – 2018-2021.

1.2 Parties

1. In accordance with section 172 of the Fair Work Act 2009, this Agreement covers the ACON Health Ltd (ACON) and all ACON employees, except for:

- (a) Directors, Associate Directors, and the Chief Executive Officer;
- (b) Relationship Managers in ACON's Pride Inclusion Programs; and
- (c) Managers.

2. Where the Australian Services Union (ASU) gives notice in accordance with subsection 183(1) of the *Fair Work Act 2009*, the Fair Work Commission will note in its decision to approve the Agreement that it covers that organisation.

1.3 Purpose of the Agreement

1. ACON is committed to the health, safety and wellbeing of its workers and to creating an effective, efficient and healthy workplace, which will best serve its clients and communities.

2. ACON and its employees agree that this Agreement aims to serve the needs of our clients, improve workplace flexibility, organisational and employee performance, balance work and life commitments, maintain harmonious and productive relationships between ACON, its employees and their employees' representatives, and to help make the ACON a more satisfying and rewarding place to work.

3. As such, the parties to this Agreement are committed to:

- (a) achieving the overall vision and goals of ACON;
- (b) quality service, continuous improvement and operational efficiency;
- (c) evaluating opportunities for change and mutual benefit to ACON and its employees;
- (d) maintaining good employee relations, and
- (e) maintaining staff levels and service delivery where possible.

1.4 Operation of the Agreement [varied by [AE502846](#) 10 April 2019]

1. This Agreement will come into operation 7 days after it is approved by the Fair Work Commission. The nominal expiry date of this Agreement will be 4 years after the day on which the Fair Work Commission approves this Agreement.

2. Various employment provisions contained within this Agreement are administered in conjunction with ACON policies, manuals and guidelines. It is acknowledged that such policies, manuals and guidelines do not form part of this Agreement but are indicative of how various employment provisions may be applied and are an integral part of ACON's management framework. This Agreement will prevail over those policies and guidelines to the extent of any inconsistency unless contrary to statute. ACON and its employees agree that such policies and guidelines will be available to all employees and will be updated as necessary following a reasonable consultation period.

3. In the event of a dispute in relation to this agreement, the parties will have access to the dispute resolution procedures set out in Part 8.

4. From the commencement of this Agreement, a person or organisation covered by the Agreement will not pursue further claims for terms and conditions of employment that would have effect during the period of operation of this Agreement, except where consistent with the terms of this Agreement.

5. This Agreement comprehensively states the terms and conditions of employment of the employees covered by this Agreement other than implied terms of the contract of employment and terms and conditions applying by applicable statute.

1.5 Individual Flexibility Arrangements

1. ACON and an employee covered by this Agreement may agree to make an individual flexibility arrangement to vary the effect of terms of the Agreement if:

(a) the arrangement 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;
- (vi) remuneration; and

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

(c) the arrangement is genuinely agreed to by ACON and the employee.

2. ACON 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 terms under section 194 of the Fair Work Act 2009; and

(c) result in the employee being better off overall than the employee would be if no arrangement was made.

3. ACON 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 if the employee is under 18 years of age, signed by a parent or guardian of the employee; and

(d) includes details of

(i) the terms of this Agreement that will be varied by the arrangement; and

(ii) how the arrangement will vary the effect of the terms; and

(iii) 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.

4. ACON must give the employee a copy of the individual flexibility arrangement within 14 days after it is agreed to.

5. ACON 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 ACON and the employee agree in writing - at any time.

1.6 Consultation Relating to Major Change

1. This clause applies where a definite decision is made to introduce major changes in a work area that are likely to have significant effects on employees, other than where provision is already made elsewhere in this enterprise agreement regarding a specific major change.
2. Where a definite decision is made to introduce major changes in program, organisation, structure or technology that are likely to have significant effects on employees, the CEO must notify the employees who are likely to be affected by the proposed changes.
3. Significant effects include:
 - (a) termination of employment;
 - (b) changes in the composition, operation or size of ACON's workforce or in the skills required;
 - (c) the elimination or diminution of job opportunities, promotion opportunities or job tenure;
 - (d) alteration in hours of work;
 - (e) the need to retrain employees;
 - (f) the need to relocate employees to another workplace; and
 - (g) the restructuring of jobs.
4. The relevant employees may appoint a representative for the purposes of the procedures in this clause.
5. The CEO must discuss with the employees affected and their representatives, if any, the introduction of the changes referred to in clause 2, 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 must give prompt and genuine consideration to matters raised by the employees and/or their representatives in relation to the changes.
6. The discussions must commence as early as practicable after a definite decision has been made to make the changes referred to in clause 1.6.2.
7. For the purposes of such discussion, the employees concerned and their representatives, if any, are to be provided in writing 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. The CEO is not required to disclose confidential or commercially sensitive information to the employees.

2 Part 2 – Flexible Working Arrangements

2.1 Responsibilities

1. ACON will provide employees with access to flexible working conditions through this Agreement, where eligible. It is the responsibility of individual employees to consult their managers when accessing flexible working conditions, and to be aware that operational requirements may limit access at certain times.
2. Further information on flexible work can be found in ACON's *Flexible Work Policy*.

2.2 Attendance and Hours of Duty

2.2.1 Flexibility

1. An employee's normal hours are those hours and times, within the bandwidth, that the employee works on a regular basis.
2. An employee and their manager may mutually agree on an alternative pattern of hours, subject to hours of work being within the bandwidth and averaging either 70 hours per fortnight or 140 hours in a 4 week period.

2.2.2 Full-time Employees

1. The ordinary hours of work for a full-time employee are 35 hours each week, which translates to a standard day of 7 hours from Monday to Friday, within a bandwidth from 8 am to 9 pm.
2. Using flexible working hours, employees are not expected to work more than 10 hours in any given day.
3. For this Agreement, a standard day for a full-time employee for the purposes of leave, attendance (including TOIL) and payment of salary shall constitute the hours from 9:00 am to 12:00 pm and 1:00 pm to 5:00 pm
4. For the purposes of section 62 of the Fair Work Act 2009 (maximum weekly hours), the parties agree that the averaging periods will be successive 4 week periods.

2.2.3 Part-time Employees

1. Any employee, who has a contract of employment which specifies a working week of less than 70 hours a fortnight, or who has negotiated an individual flexibility arrangement as per clause 1.5 to work fewer hours than the standard 70 hours per fortnight, is a part-time employee.
2. The terms and conditions of employment of a part-time employee shall be, unless otherwise provided for in this Agreement, those of full-time employees but reduced on a pro-rata basis (where appropriate) for the number of hours worked.
3. Managers will facilitate requests from full-time employees for part-time work arrangements, subject to ACON's operational requirements. All employees returning from parental or adoption leave will have access to part-time work, where ACON's operational requirements permit, at least up until the child has reached school age. A manager must provide a written response to the request for part-time work arrangements stating whether the request has been granted or refused.
4. Such changes will be in accordance with clause 1.5, Individual Flexibility Arrangements, and will explain the effects of the variation of the arrangements on the application of overtime, Time in Lieu, and penalty rates.
5. An employee may return to full-time arrangements with the agreement of the Director. At the expiry of the part-time arrangement an employee has the right to revert to full-time work.
6. Part-time hours included in part-time work agreements will be within the 8 am to 9 pm bandwidth as specified in this Agreement.
7. No full-time employee will be compelled to change to part-time arrangements.

2.2.4 Casual Employees [varied by [AE502846](#) 10 April 2019]

1. Casual employees:
 - a) have no guaranteed hours of work;
 - b) usually work irregular hours (but can work regular hours); and
 - c) receive an hourly casual loading of 25% as compensation for the lack of access to entitlements such as annual leave, personal/carer's leave, public holidays, etc.;

- d) can end employment without giving or receiving notice; and
- e) will be paid a minimum of three hours, at the appropriate rate, for each engagement.

2.2.5 Variation of Bandwidth in Special Circumstances

1. The 8 am to 9 pm bandwidth may be varied in special circumstances if the employee and manager agree, having regard to operational requirements.
2. Such changes will be in accordance with clause 1.5, Individual Flexibility Arrangements, and will explain the effects of the variation of the arrangements on the application of overtime, Time in Lieu, and penalty rates.

2.2.6 Regular Breaks

1. An employee should not work more than five hours without a break of at least 30 minutes.

2.3 Overtime and Penalty Rates

1. Overtime may only be worked with the written pre-approval and authorisation of an employee's manager. The manager must give the employee 24 hours' notice that overtime is required, unless in an emergency situation or otherwise by agreement.
2. Where overtime is contiguous with ordinary duty, overtime will be accrued for hours actually worked (that is there will be no minimum period for which overtime will be accrued). Where overtime is not contiguous, or where overtime constitutes emergency duty, accrual for each separate attendance will be for a minimum of 2 hours.
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.

2.3.1 Full-time employees [varied by [AE502846](#) 10 April 2019]

1. A full-time employee will be awarded the following payments for all work done in addition to their ordinary hours on any day:
 - a) For authorised overtime hours worked outside the bandwidth or in excess of 10 hours on any one day Monday to Saturday, at the rate of 1.5 hours up to the first 3 authorised hour/s worked, and at the rate of 2 hours for authorised hour/s worked thereafter.
 - b) For authorised overtime hours worked on a Sunday, at the rate of 2 hours for each authorised hour/s worked.
 - c) for all authorised overtime on a public holiday, payment will be made at the rate of 1.5 hours, not in excess of the prescribed weekly hours (that is, duty during the employee's contracted standard hours), in addition to ordinary payment for the holiday.
 - d) 2 hours for hours worked outside the bandwidth or in excess of 10 hours on a public holiday, in addition to ordinary payment for the holiday.

2.3.2 Part-time employees and casual employees [varied by [AE502846](#) 10 April 2019]

1. All time worked by part-time or casual employees in excess of 76 hours per fortnight will be paid for at the rate of 1.5 hours for the first 2 authorised hours worked, and at the rate of 2 hours for authorised hour worked thereafter.

2. All time worked by part-time or casual employees which exceeds 10 hours per day, will be paid for 1.5 hours for the first 2 authorised hours worked, and at the rate of 2 hours for authorised hours worked thereafter.
3. All time worked by part-time or casual employees from 12.00am Saturday to 12.00am Monday will be paid at the rate of 2 hours for authorised hour(s) worked.
4. Time worked up to the hours prescribed in clause 2.3.2(2) will, subject to clause 2.2.3(1), not be regarded as overtime and will be paid for at the ordinary rate of pay (including the casual loading in the case of casual employees).
5. Overtime rates payable under this clause will be in substitution for and not cumulative upon the casual loading of 25%.

2.3.3 Rest breaks between shifts outside the bandwidth [varied by [AE502846](#) 10 April 2019]

1. Where an employee is directed to work outside the bandwidth, the employee will be entitled to an 8 hour break plus reasonable travelling time before commencing work again. If the break occurs during standard working hours, then the employee will receive their normal salary during that period.
2. Subclause 2.3.3(1) does not apply to an employee who is directed to work outside the bandwidth for a period of 2 hours or less and the period of work commences no earlier than 2 hours before the beginning of the bandwidth.
3. Where a break as described in subclause 2.3.3(1) above is not possible due to operational requirements, the employee will be compensated for subsequent periods of work at 1.5 times the rate of the employee's usual rate of salary until the employee has taken an 8 hour break.

2.4 Time off instead of payment for overtime [varied by [AE502846](#) 10 April 2019]

2.4.1 Employee may choose time in lieu instead of payment for overtime

1. Time In Lieu (TIL) under this Agreement shall be by agreement between ACON (as employer) and an employee.
2. An employee cannot be required to take overtime as TIL.
3. Any TIL that is not taken by an employee as Time off In Lieu (TOIL) shall be paid out to the employee at the applicable overtime rate under this Agreement.

2.4.2 Arrangements for the accrual and use of time off in lieu

1. An employee may take TOIL within a settlement period, subject to ACON's operational requirements, and as mutually agreed with their Manager.
2. Any shortfall in the number of ordinary hours worked by an employee in a settlement period will be deducted from the employee's accrued TIL available at the end of that settlement period.
3. In the absence of sufficient accrued TIL, the employee may carry over a shortfall (debit) of up to 7 hours TIL from one settlement period to the next settlement period.
4. Any shortfall in the number hours worked in excess of the 7 hours shortfall carried forward must be taken as Annual Leave within the settlement period in which they were incurred.
5. Where Time Off In Lieu of Overtime has been agreed, but the employee has not been granted that time off (in total or in part) within the a three month period, or another mutually agreed period, due to operational requirements, the employee may elect to receive payment, at their normal rate of pay, of the balance of the original entitlement.

2.5 Public Holidays

1. A full-time employee is entitled to all gazetted public holidays including any day, or part-day, declared or prescribed by or under a law of the applicable State or Territory to be observed generally within the State or Territory, or a region of the State or Territory, as a public holiday, other than a day or part-day, or a kind of day or part-day, that is excluded by the Fair Work Regulations from counting as a public holiday.
2. The relevant Director and an employee may agree on the substitution of a day or part day that would otherwise be a public holiday, having regard to operational requirements.
3. An employee is not entitled to be paid for the part or full day absence where that person would not normally have worked on that day (that is, the day or part day is not a part of the employee's prescribed standard hours).
4. Where a public holiday falls during a period when an employee is absent on Long Service or Parental (3.11), or Adoption and Permanent Foster Care (3.12) Leave there is no entitlement to receive payment as a public holiday. Payment for that day would be in accordance with the entitlement for that form of leave, (for example, if on long service leave at half pay, the payment is also at half pay).

2.6 Tea breaks [varied by [AE502846](#) 10 April 2019]

1. Employees are entitled to a paid 10 minute tea break in each four hours worked at a time to be agreed between the employer and employee.
2. Tea breaks will count as time worked.

3 Part 3 Leave Entitlements

3.1 Application and approval of leave

1. ACON and its employees agree that all forms of leave must be applied for and approved by the relevant manager as determined in this part. Approvals for leave apart from personal leave, carer's leave, compassionate leave and parental leave are subject to ACON's operational requirements. Further information on leave can be found in the Leave Guidelines.

3.2 Paid leave in advance of accrued entitlement

1. An employer may allow an employee to take annual leave either wholly or partly in advance before the leave has accrued. Where paid leave has been granted to an employee in excess of the employee's accrued entitlement, and the employee subsequently leaves or is discharged from the service of the employer before completing the required amount of service to account for the leave provided in advance, the employer is entitled to deduct the amount of leave in advance still owing from any remuneration payable to the employee upon termination of employment.

3.3 Unauthorised Absences and Abandonment of Employment

1. If an employee is unable to attend to their scheduled duties, in order to ensure quality client services, the employee must notify their supervisor:
 - a) within two hours of the start of their shift; or
 - b) in the case of an emergency, as soon as practicable.
2. The absence of an employee from work for a continuous period exceeding three working days without the consent of the employer and without notification to the employer is evidence that the employee has abandoned their employment.

3. If within a period of 14 days from their last attendance at work or the date of their last absence in respect of which notification has been given or consent has been granted an employee has not established to the satisfaction of their employer that they were absent for reasonable cause, the employee is deemed to have abandoned their employment.

3.4 Annual Leave

1. Annual leave will be based on the following core conditions:
 - a) Annual leave will accrue at a rate of 20 days each year for a full-time employee and on a pro-rata basis for part-time employees.
 - b) Annual leave is subject to a 17.5% loading.
 - c) Annual leave is cumulative and accrues on a pro-rata basis.
 - d) Annual leave will be credited fortnightly and will be available for use as it accrues.
 - e) Any periods of leave not to count as service for more than 30 days in aggregate over a period of one year will not count towards accrual of annual leave.
 - f) Annual leave may be taken at half pay.
 - g) If an employee has been credited more than 60 days of annual leave, the employee is to reach an agreement with their manager on a reasonable time period for taking up to a quarter of the credited annual leave.
 - h) An employee may make a written agreement with their manager to cash out a particular amount of annual leave, provided that after cash out the employee's remaining entitlement to annual leave is 20 days or more. The employee will be paid the full amount that would have been payable had the employee taken the leave that has been foregone. Cash out of annual leave is subject to requirements of the *Fair Work Act 2009*.
 - i) Untaken annual leave will be paid out to the employee if the employment relationship ends, using the employee's base salary to calculate the payment.

3.5 Purchased Leave

1. ACON and its employees agree that non-casual employees may elect to purchase up to 20 days annual leave in a year, with deductions from fortnightly salary in equal instalments over the course of the year or a lesser period if agreed between the employee and their manager.

3.6 Personal Leave

1. Personal leave may be used when an employee is ill or injured and is unable to attend for duty, or under the conditions described in clause 3.8 (Carer's leave).
2. Personal leave will accrue at a rate of 12 days each year for a full-time employee and on a pro-rata basis for part-time employees.
3. Personal leave is cumulative and accrues on a pro-rata basis.
4. Personal leave will be credited fortnightly and will be available for use as it accrues.
5. Any unused personal leave entitlement will not be paid out on separation from ACON.
6. Personal leave may be taken at half pay for absences of at least one day.
7. An employee will provide a medical certificate or, where it is not practical to provide a medical certificate, a statutory declaration or other supporting evidence acceptable to his/her manager in the following circumstances:

- a) When the employee is or will be absent on personal leave for 3 or more consecutive working days, unless the manager informs the employee that such evidence will not be required.
 - b) If there is evidence to suggest the misuse of personal leave.
8. Where an employee's entitlement to personal leave is exhausted, the Chief Executive Officer may approve personal health care/disaster leave as per clause 3.7 below.

3.7 Personal Health Care/Disaster Leave

1. At the discretion of ACON, employees may access additional Personal Health Care Leave up to a combined total of 50 days per annum to:
 - a) meet emergent acute health issues as described in clause 3.7.2
 - b) manage issues related to Domestic or Family violence as described in clause 3.9
 - c) manage chronic ongoing health issues as described in clause 3.7. 3
 - d) manage issues related to a natural disaster.
2. Where an employee is to receive biomedical therapeutic intervention (including but not limited to psychological, alcohol or other drug, medical, and surgical therapies) or as provided in clause 3.9 for Domestic Family Violence purposes, that may require a period of leave in excess of their current Personal Leave entitlement, the employee may submit a request for additional Personal Health Care/Disaster Leave.
3. Employees with a chronic or ongoing medical condition requiring regular medical intervention or resulting in a fluctuating state of health (eg HIV/AIDS, HCV), having exhausted all paid leave entitlements (excluding Long Service Leave entitlements), and having fulfilled the evidentiary requirement of clause 3.7.4, will be granted up to 20 days Personal Health Care Leave per annum to be used in accordance with the conditions outlined in clause 3.6, Personal Leave.
4. The employee must provide a detailed medical certificate or other supporting evidence acceptable to the Chief Executive Officer on each occasion. This evidence must include, but is not limited to:
 - a) the nature of the condition (eg chronic, recurring, controllable, treatable, curable, etc.) or intervention (eg psychiatric, surgical, therapeutic, etc);
 - b) expected recovery time included estimated date of return to duties;
 - c) any conditions/restrictions for the employee's safe return to their workplace duties.
5. Personal Health Care Leave is not cumulative.

3.8 Use of personal leave for caring purposes

1. An employee may apply to use their accumulated personal leave to care for sick family, household members, or a person for whom they have caring responsibility. This leave will be called carer's leave.
2. Casual employees are entitled to unpaid leave for caring purpose in accordance with the *National Employment Standards (NES)*.
3. The guidelines that relate to carer's leave will support the following principles:
 - a) Carer's leave is provided primarily for circumstances that require an employee to be absent in order to care for a person described in this subclause who is ill or injured and who is in need of care or where there is an unexpected emergency affecting the person.
 - b) Employees with long-term or regular caring responsibilities may apply for carer's leave under the terms above, when their existing arrangements fail.

- c) The use of carer's leave is subject to the same conditions as use of personal leave in respect of provision of medical certificates or statutory declarations.
- d) Carer's leave with pay will count as service for all purposes.

3.9 Use of leave for Domestic or Family Violence purposes

1. ACON is committed to supporting staff experiencing domestic violence.
2. Domestic or family violence may include physical, financial, psychological, verbal or emotional abuse by a current or former family or household member. Domestic violence may be an abuse of power, in an intimate partner relationship or after separating from the relationship. It amounts to a pattern of behaviour that can include:
 - escalating levels of abuse and violence
 - intimidation
 - physical abuse
 - verbal abuse and/or threats
 - psychological abuse
 - threats to harm others, and/or causing harm to pets
 - threats to damage property or actually damaging property
 - financial deprivation and social isolation
 - coercive control in order to maintain control over the victim's behaviour
 - violent or threatening behaviour, or any other form of behaviour, that coerces or controls a family member or causes that family member to be fearful, including adolescent or adult children.
3. The support provided will be determined by the individual's situation through consultation between the employee and their manager and may include, at ACON's discretion, one or more of the following:
 - a) Employees who are victims of domestic violence and need time off work for medical and legal assistance, court appearances, counselling, relocation or to make other safety arrangements will be able to use any accumulated leave of the following types:
 - Personal Leave
 - Annual Leave
 - Long Service Leave
 - Special Leave
 - b) If an employee has exhausted all accumulated Personal Leave, the employee may be provided access to Personal Health Care Leave (up to 10 days per annum) as well as Leave without Pay.
 - c) The employee may apply for flexible work arrangements including variations to start and finish times.
 - d) The employee may request changes in work location, telephone number and/or email address.
 - e) The employee may access free confidential counselling via the Employee Assistance Program.
 - f) The employee may request payment of wages into another bank account or into more than one bank account.

- g) Another form of support requested by the employee.
- 4. An employee may be required to produce evidence to support the need for leave such as a medical certificate, a document issued by the police service or a court or a statutory declaration.
- 5. A staff member who is supporting a person experiencing domestic violence, and who requires time off work for that purpose, may access accrued Personal Leave or request unpaid leave.

3.10 Compassionate Leave

1. An employee is entitled to compassionate leave in accordance with the *National Employment Standards* (NES).
2. Employees may take compassionate leave as follows:
 - a) Up to 3 days' paid compassionate each time a member of the employee's family or household or a person for whom the employee has a close personal relationship contracts or develops a personal illness that poses a serious threat to his or her life;
 - b) Up to 3 days' paid compassionate leave each time a member of the employee's family or household or a person for whom the employee has a close personal relationship sustains a personal injury that poses a serious threat to his or her life; or
 - c) Up to 5 paid days, less any time already taken on this occasion under 3.10.2 a) or b) above, each time a member of the employee's family or household or a person for whom the employee has a close personal relationship dies.
3. Paid compassionate leave will count as service for all purposes.
4. Casual employees are entitled to 2 days' unpaid compassionate leave each time an immediate family or household member dies or suffers a life threatening illness or injury.

3.11 Parental Leave

1. An employee is entitled to unpaid parental leave in accordance with the *National Employment Standards* (NES).
2. A permanent employee who has 12 continuous months of service is entitled to up to 14 weeks paid parental leave at or close to the time of the birth of a child for whom they will be the primary carer.
3. An employee is entitled to 2 weeks' paid parental leave at or close to the time
 - a) their spouse or partner gives birth to a child, or
 - b) their spouse or partner becomes the primary caregiver for a newborn child.
 - c) Documentary evidence must be submitted to Human Resources when applying for this leave.
4. An employee may elect to spread the payment for leave granted under clause 3.11.2 over a maximum period of 28 weeks at a rate of no less than half pay. Any such period of leave in excess of 14 weeks will not count as service for any purpose.

3.12 Adoption and Permanent Foster Care Leave

1. A non-casual employee who has 12 continuous months of service is entitled to up to 14 weeks paid leave for the purposes of adopting or permanently fostering a child for whom the employee will be the primary carer.
2. Following adoption approval, or equivalent permanent fostering arrangement, an employee who is the primary carer of the child is entitled to up to 14 weeks of paid leave where:
 - a) the child is under school age on the day of placement;

- b) the child did not previously live with the employee for a period of 6 months or more before the day of placement; and
 - c) the child is not a child or step-child of the employee or the employee's partner, unless that child had not been in the custody and care of the employee or the employee's partner for a significant period of time.
3. Documentary evidence of approval for adoption or permanent fostering must be submitted to Human Resources when applying for this leave.
 4. Adoption and permanent foster care leave is available from 1 week prior to the date of placement of a child. It must be taken as a single, unbroken period.
 5. An employee is unable to access personal leave while on paid adoption and permanent foster care leave.
 6. An employee may take leave granted under this clause 3.12 at half pay. Any adoption and permanent foster care leave in excess of 14 weeks does not count as service for any purpose.

3.13 Use of leave for assisted reproduction or surrogacy purposes

1. ACON is committed to supporting staff who are accessing assisted reproductive or surrogacy services.
2. The support provided will be determined by the individual's situation through consultation between the employee and their manager and may include, at ACON's discretion, one or more of the following:
 - a) Employees who are attending appointments for assisted reproduction testing and/or treatments (including attending such appointments for a partner or surrogate) will be able to use any accumulated leave of the following types:
 - Personal Leave
 - Annual Leave
 - Long Service Leave
 - Special Leave
 - b) If an employee has exhausted all accumulated Personal Leave, the employee may be provided access to Personal Health Care Leave (up to 5 days per annum) as well as Leave without Pay.
 - c) The employee may apply for flexible work arrangements including variations to start and finish times.
 - d) Another form of support requested by the employee.
3. An employee may be required to produce evidence to support the need for leave such as a medical certificate or a statutory declaration.

3.14 Long Service Leave

1. An employee is entitled to accrue long service leave at the rate of 3 months for every 10 years of service.
2. A permanent or fixed term employee who has 5 years of continuous service, is entitled to take up to 6 weeks of accrued long service leave.
3. Pro rata long service leave accrued for between 5 and 10 years' service cannot be taken until the employee has at least 10 years' service.
4. On termination, where length of service is 5 years or more;

- a) The employee entitled to be paid long service leave on a pro-rata basis up to 5 years, except where termination is for reason of serious or wilful misconduct.
 - b) Pro rata long service leave accrued after 5 years' service will not be paid, except where the employee:
 - resigns as a result of illness, incapacity, domestic or other pressing necessity;
 - is dismissed by the employer for any reason except serious and wilful misconduct;
 - has a length of continuous service of 10 or more years; or
 - dies.
5. Long service leave must be taken in blocks of whole calendar weeks. Long service leave cannot be broken with other periods of leave, except as otherwise provided by legislation.
6. In all other respects, an employee is entitled to long service leave in accordance with the *NSW Long Service Leave Act 1955*.

3.15 Community Service Leave

1. An employee is entitled to community service leave in accordance with the *National Employment Standards (NES)*.
2. With the exception of jury duty, community service leave is unpaid.
3. In the case of jury duty, a full-time or part-time employee will receive 'make-up' pay when absent from work for the first 10 days of jury service. Make-up pay is the difference between what the employee received in respect of jury service (excluding any expense-related allowances) and the employee's base rate of pay for their ordinary hours of work for the period of jury service.
4. Employees must advise their supervisor of the period or expected period of jury duty as soon as possible. If an employee requests make-up pay for jury duty, they must provide evidence showing they attended jury selection or jury duty. The evidence must show:
 - a) that the employee has taken all necessary steps to obtain jury duty pay, and
 - b) the total amount of jury duty pay that has been paid or will be payable to the employee for the period.

3.16 Education Leave

1. In addition to organisational training offered through ACON's Learning and Development systems, up to 70 hours per year are available for full-time employees (pro-rated for part-time employees) to complete professional studies.
2. Approved educational leave is available for:
 - a) courses leading to the award of an Australian recognised post-secondary qualification (eg Certificate I-IV, Graduate Certificate or Diploma, or a tertiary qualification).
 - b) courses for which continuing professional development points are given to maintain a professional qualification,
3. Approved educational leave hours may be used for course attendance, study or preparation time, and examinations. The actual hours approved will depend on study time required by the employee and work requirements
4. When granting education leave, the delegate must consider the following:
 - available budget;
 - operational requirements;

- the impact on other employees in the work area; and
- the purpose of the leave (ie the study relates directly to the employee's current duties or duties anticipated in the near future) ;
- the value to ACON of the activity (eg research beneficial to ACON or that enables ACON to implement programs to support its work) to be undertaken;
- the long-term developmental needs of the employee;
- the employee's length of service;
- any previous period(s) of education leave;
- the degree of benefit to ACON in retaining the employee, including the impact of a decision to deny the leave.

5. Education leave will be credited on 1 July each year. Unused education leave does not accrue and will not be paid out on termination.

3.17 Public Holidays

1. Employees, other than casuals, will be entitled to the public holidays as gazetted for that state or territory to include any day, or part-day, declared or prescribed by or under a law of a State or Territory to be observed generally within the State or Territory, or a region of the State or Territory, as a public holiday, other than a day or part-day, or a kind of day or part-day, that is excluded by the Fair Work Regulations from counting as a public holiday.

2. If under a state or territory law, a day or part day is substituted for one of the public holidays, then the substituted day or part day is the public holiday.

3. The relevant Director and an employee may agree on the substitution of a day or part day that would otherwise be a public holiday, having regard to operational requirements.

4. An employee is not entitled to be paid for the part or full day absence where that person would not normally have worked on that day (that is, the day or part day is not a part of the employee's prescribed standard hours).

5. Where a public holiday falls during a period when an employee is absent on Long Service or Parental (3.11), or Adoption and Permanent Foster Care (3.12) Leave there is no entitlement to receive payment as a public holiday. Payment for that day would be in accordance with the entitlement for that form of leave, (for example, if on long service leave half pay, payment is on half pay).

3.18 Annual Shutdown Period and Use of Special Leave

1. ACON will close its normal operations for a declared period encompassing the Christmas and New Year public holidays.

2. Non-casual employees will be granted 5 days (pro-rated) of special leave each year for use during the shutdown period.

3. An employee may use their accumulated annual and/or special leave to cover the shutdown period. Employees who have exhausted both their annual and special leave may take leave without pay.

4. Special leave will be credited on 1 March each year. Special leave accrues on a pro-rata basis, is not cumulative, and is not paid out on termination.

5. Where an employee is absent on Long Service or Parental (3.11), or Adoption and Permanent Foster Care (3.12) Leave, payment for the shutdown period will be in accordance with the

entitlement for that form of leave (for example, if on long service leave half pay, payment is on half pay).

6. Where an employee is directed to work during the shutdown period, the employee will be entitled to take any remaining Special Leave prior to the 1 March expiry of the entitlement.
7. In special circumstances (eg exhaustion of all other forms of leave), an employee may access their special leave for purposes outside the annual shutdown period.

3.19 National, Cultural, or Religious Days of Significance.

1. An employee may apply to use up to 10 days of their accumulated annual or special leave annually to observe national, cultural or religious days of significance. These days are to be nominated by the employee in advance.

3.20 Leave Without Pay

1. When an employee has exhausted all leave entitlements, the Chief Executive Officer may grant leave without pay (LWOP) to the employee for a purpose that the Chief Executive Officer considers to be in the interests of the organisation, having regard to operational requirements. Further information on leave without pay leave can be found in the Leave Guidelines.
2. Leave without pay is entirely discretionary and may be granted for the period requested or another period, subject to conditions as determined by the Chief Executive Officer.
3. Leave without pay (LWOP) does not count as service for any purpose; except as provided in clause 3.19.4.
4. Leave without pay of less than 3 months will not break the continuity of service for the purposes of Long Service leave eligibility, but will not count as service for any other purpose.

4 Part 4 Conditions of Engagement

4.1 Letter of Offer [varied by [AE502846](#) 10 April 2019]

1. Before commencing employment, ACON will provide to the potential employee a letter of offer outlining the regular pattern of work including the number of hours to be worked each fortnight, the days of the week the employee will work and the starting and finishing times each day.
2. Any agreed variation to the regular pattern of work will be recorded in writing as per Clause 1.5.

4.2 Fixed Term Employees

1. Unless otherwise specified in this agreement, the terms and conditions for fixed-term employees shall be those set out in this Agreement as applying to permanent employees.

4.3 Casual Employees

1. ACON will engage casual employees as necessary to perform duties that are irregular or intermittent.
2. A casual employee is entitled to be paid an additional 25 per cent of the hourly rate of pay which is payable to a full-time employee in the same classification who is paid at the rate applicable to the classification. This additional payment is in lieu of annual leave, personal leave, paid compassionate leave and payment for public holidays not worked.
3. A casual employee is entitled to unpaid Carer's leave under subclause 3.8.2 and unpaid Compassionate leave under subclause 3.10.4.

4.4 Resignation

1. Unless otherwise agreed with their relevant Director, an employee will give a minimum of 2 weeks' notice of an intended resignation or retirement from ACON.
2. The date of effect of an employee's resignation or retirement will not be a day on which the employee would normally not have been on duty or on an approved period of leave.
3. Resignations will take effect only on a normal working day, not on a weekend or public holiday unless exceptional circumstances exist as determined by the relevant Director.

4.5 Probation

1. The duration of the probationary period will be 6 months, unless the CEO determines otherwise in a particular case.

4.6 Superannuation

1. ACON will make compulsory employer contributions to the employee's choice of complying superannuation fund as required by the applicable legislation and fund requirements.
2. Upon commencement, employees are required to provide ACON with compliant superannuation fund details for employer superannuation contributions. If an employee does not provide their superannuation fund details, the employer contributions will be paid into ACON's default superannuation fund on their behalf.
3. ACON may limit superannuation choice to complying superannuation funds that allow employee and/or employer contributions to be paid through electronic funds transfer.
4. Where staff members take up the option of salary packaging as per clause 5.7, the staff member's salary for purposes of the superannuation guarantee contribution will be determined as if this salary packaging arrangement had not been entered into.

5 Part 5 Remuneration

5.1 Payment of Salary

1. All employees shall be paid fortnightly by electronic funds transfer into a financial institution account of the employee's choice.
2. The fortnightly salary will be ascertained by applying the following formula: Fortnightly salary = annual salary divided by 26.
3. Upon termination of employment, ACON may withhold any monies owed to it by an employee from any notice and/or severance payments to which the employee may be entitled.

5.2 Performance Management

1. ACON and its employees agree that the Performance Agreement and Assessment System (PAAS) will be applied to all ACON employees subject to this Agreement, except casual employees.
2. The PAAS will provide a basis for:
 - a) determining pay point;
 - b) rewarding good work performance;
 - c) providing mechanisms for feedback between employees and managers;
 - d) addressing under-performance;

- e) developing employees in their current roles; and
- f) addressing career opportunities and development.

5.3 Salary and Classification Structure

1. The ACON Employee Classification Guidelines are set out in Schedule C to this agreement. The Guidelines reflect the minimum and maximum salary levels that exist for each of the indicative roles within ACON.
2. Salary rates of pay (and their equivalent award classifications) from the first pay in December 2017 are set out in Schedule A to this agreement.
3. Salary rates of pay following commencement of this agreement will be as set out in Schedule B to this Agreement. The columns in Schedule B show:
 - a. the classifications that applied from the first pay of December 2017;
 - b. the new classifications and salary rates that will apply with effect from the date of the approval of this agreement, from 1 December 2018, from 1 December 2019, from 1 December 2020, and from 1 December 2021.
4. The salary levels applying under this Agreement which are specified in Schedules A and B shall be the salary level for superannuation, severance and termination payment purposes from the date on which they take effect as base pay.
5. As per section 206 of the Fair Work Act 2009, the hourly base rate of pay payable to an employee under this agreement will not be less than the hourly base rate of pay that would be payable to the employee under the modern award (the award rate) if the modern award applied to the employee. If the hourly base rate under this agreement is less than the hourly base award rate, the agreement has effect in relation to the employee as if the hourly agreement rate were equal to the hourly award rate.
6. An employee promoted within ACON will have base pay at the lowest pay point of the relevant classification, unless determined otherwise by the CEO.
7. Progression to the next classification band is only available on promotion to the higher classification or reclassification of the position to a higher classification.

5.4 Pay Point Progression [varied by [AE502846](#) 10 April 2019]

1. New employees will commence on the first pay point of the classification level to which they are appointed unless otherwise agreed and stipulated in the employee's letter of appointment.
2. Progression to the next pay point within the classification are not automatic. Eligibility for progression to the next pay point is subject to:
 - a. engagement in the responsibilities as outlined in the employee's classification and position descriptions,
 - b. the attainment of an overall performance rating of '3.0' or better on the employee's most recent Performance Assessment under ACON's Performance Agreement and Assessment System (PAAS), and
 - c. completion of 12 months' industry experience if full time, or if part-time, on completion of 1820 hours of industry experience in the employee's previous paypoint.
3. Where eligible, the new pay point for full-time employees will take effect on the anniversary of the employee's commencement in their current position.

5.5 Temporary Reassignment of Duties [varied by [AE502846](#) 10 April 2019]

1. An employee may be temporarily assigned duties, at his/her substantive level, at a higher classification or pay point, or at a percentage thereof. Prior to any assignment, managers will consult with the employee.
2. An employee temporarily assigned duties at a higher classification for a period of 5 consecutive days or more, will be paid for that period at a rate equal to the salary they would receive if promoted or advanced to the level. If the employee's performance appraisal is conducted against the work level of the higher level or classification, then the employee may be paid according to the outcome of the performance appraisal under the PAAS.
3. For periods of less than 1 week, employees will undertake the temporary assignment at a higher level, at the request of the manager, without additional payment.
4. The additional payment for temporary assignment at a higher level is treated as pay for the purposes of determining other allowances based on pay.
5. An employee who is receiving additional payment for temporary assignment at a higher level and is granted paid leave, or who observes a public holiday, will continue to receive the additional payment during that absence.
6. Where an employee covered by this Agreement is temporarily assigned duties under clause 5.5(2) in a position not covered by this agreement, the employee's rate of payment will be determined by the CEO, taking account the portion of the full range of duties assigned and principles of equal pay for equal work.

5.6 Salary Packaging

1. All permanent employees and fixed term employees with contracts of employment of 3 months or more duration, may elect to salary packaging a portion of their earnings, in line with ACON's salary packaging guidelines.
2. Employees electing to salary package must do so in writing prior to the work being performed.
3. Part time employees who elect to salary package may choose to either package a pro-rated amount or the maximum allowed by the ATO (i.e. currently \$611.50/fortnight).
4. ACON utilises the services of an external provider to administer salary packaging (currently Community Sector Bank).
5. Salary packaged employees are responsible for the payment of all fees and penalties associated with their salary packaging account.

6 Part 6 Allowances and Reimbursements

6.1 Minimum Allowance Rates

1. Further information on specific rates can be found in the current tables of the ACON Allowance Guidelines.
2. For purposes of clauses 6.5 and 6.6, the **standard rate** means the minimum wage in Schedule B for Operational level at pay point 2.

6.2 Overtime Meal Allowance [varied by [AE502846](#) 10 April 2019]

1. Employees required to work in excess of 10 hours on any one day will be paid the meal allowance as described in clause 6.2(2) in addition to any overtime payment. The allowance will not apply when an employee could reasonably return home for a meal within the meal break.

2. An employee recalled to work overtime after leaving the workplace and who is required to work for more than four hours will be allowed 20 minutes for the partaking of a meal and a further 20 minutes after each subsequent four hours' overtime; all such time will be counted as time worked and receive the meal allowance.

6.3 Travel Allowance

1. An employee who undertakes travel on official business and is required to be away from home overnight will be paid an allowance for meals and incidental expenses. An allowance for accommodation will be paid where there are reasonable and actual costs involved. Wherever possible ACON will prepay accommodation costs.
2. Where authorised, an employee will receive Travel allowances for accommodation and meals and incidental expenses in accordance with the reasonable travel and overtime meal allowance expense rates as determined by the Commissioner of Taxation each financial year.
3. In some circumstances, an allowance may be payable for travel that does not involve an overnight absence.
4. In recognition of potential savings and efficiencies that may arise from whole of organisation travel arrangements ACON reserves the right to book bulk accommodation for groups of employees in lieu of payment of an individual accommodation allowance.
5. An employee may make a written request to the appropriate delegate for additional allowance beyond what is allowed above, where exceptional circumstances exist. Such a request must be made and approved in advance of the travel being undertaken or a non-refundable booking being made.
6. An employee required to work until or beyond 9.00 pm will be entitled to access to safe travel home, eg taxi voucher.

6.4 Motor Vehicle Allowance

1. The relevant Manager may authorise an employee to use a private motor vehicle, or a vehicle hired by the employee, for official purposes and payment of an allowance where it will result in greater efficiency or be of less expense to the organisation.
2. Where authorised, an employee will receive a Motor Vehicle Allowance in accordance with the cents per kilometre method rate as determined by the Commissioner of Taxation for work-related car expense deductions each financial year.

6.5 First Aid Officer Allowance

1. An employee who possesses a first aid certificate or equivalent qualification and has been appointed as an ACON First Aid Officer will a first aid officer allowance.
2. A weekly first aid allowance of 1.67% of the standard rate per week will be paid to a full-time employee.
3. The first aid allowance will apply to eligible part time and casual employees on a pro rata basis on the basis that the ordinary weekly hours of work for full-time employees are 35.

6.6 Restriction (On Call) Allowance

1. A manager may direct an employee to be contactable and to be available to perform extra duties outside of the bandwidth, subject to payment of an allowance.
2. The rate of payment will be an allowance of 2.0% of the standard rate in respect to any 24 hour period or part thereof during the period from the time of finishing ordinary duty on Monday to the time of finishing ordinary duty on Friday.

3. The allowance will be 3.96% of the standard rate in respect of any other 24 hour period or part thereof, or any public holiday or part thereof.

6.7 Working in extreme temperatures [varied by [AE502846](#) 10 April 2019]

1. Employees should not be rostered for more than 2 hours in temperatures exceeding 46 degrees Celsius. If operational considerations require an employee be engaged for more than two hours in temperatures exceeding 46 degrees Celsius the employee will be entitled to a paid 20 minutes rest after every two hours' work.
2. An employee may not work in any place where the temperature is raised by artificial means and exceeds 40 degrees Celsius.
3. It will be the responsibility of the designated supervisor to ascertain the temperature.

6.8 Family Responsibilities

1. Under normal circumstances, employees are expected to make regular and appropriate childcare arrangements to cover scheduled childcare needs such as school holidays, etc. Where this is impossible due to short notice or an emergency, employees may make use of the family responsibilities reimbursement as described in 6.6.2 below.
2. Where an employee is given less than 72 hours' notice of additional work obligations which would prevent the use of accrued entitlements in accordance with clause 3.8, *Use of personal leave for caring purposes*, to cover circumstances outlined in clause 3.8.1, the employee may request approval by the manager of reimbursement for reasonable childcare expenses incurred. The employee must provide a valid tax invoice for the childcare services prior to reimbursement.

6.9 Loss, Damage and Indemnity

1. A Director may approve reimbursement to an employee for loss or damage to clothing or personal effects, which occurred in the course of the employee's work.

7 Part 7 Termination and Redundancy

7.1 Termination of employment

1. An employee is entitled to notice of termination in accordance with the *National Employment Standards* (NES).
2. The notice of termination required to be given by an employee is a minimum of 2 weeks. If an employee fails to give the required notice the employer may withhold from any monies due to the employee on termination under this agreement or the NES, an amount not exceeding the amount the employee would have been paid under this agreement in respect of the period of notice required by this clause less any period of notice actually given by the employee.
3. Where ACON has given notice of termination to an employee, the employee must be allowed up to one day's time off without loss of pay for the purpose of seeking other employment.

7.2 Redundancy

1. An employee whose employment is terminated at ACON's initiative because ACON no longer requires the employee's job be done is entitled to notice of termination in accordance with the *National Employment Standards* (NES) redundancy provisions.
2. An employee given notice of termination in circumstances of redundancy is entitled to redundancy pay in accordance with the *National Employment Standards* (NES) or in accordance with the table below, whichever is greater.

Employee's period of continuous service with the employer on termination

Redundancy Pay Period

	If employee under 45 years of age on termination	If employee 45 or more years of age on termination
Less than 1 year	NIL	NIL
1 year and more but less than 2 years	4 weeks' pay	5 weeks' pay
2 years and more but less than 3 years	7 weeks' pay	8.75 weeks' pay
3 years and more but less than 4 years	10 weeks' pay	12.5 weeks' pay
4 years and more but less than 5 years	12 weeks' pay	15 weeks' pay
5 years and more but less than 6 years	14 weeks' pay	17.5 weeks' pay
6 years and more	16 weeks' pay	20 weeks' pay

3. Where an employee is transferred to lower paid duties by reason of redundancy, the same period of notice must be given as the employee would have been entitled to if the employment had been terminated and the employer may, at the employer's option, make payment instead of an amount equal to the difference between the former ordinary time rate of pay and the ordinary time rate of pay for the number of weeks of notice still owing.

4. An employee given notice of termination in circumstances of redundancy may terminate their employment during the period of notice. The employee is entitled to receive the benefits and payments they would have received under this clause had they remained in employment until the expiry of the notice, but is not entitled to payment instead of notice.

5. Job search entitlement

- (a) An employee given notice of termination in circumstances of redundancy must be allowed up to one day's time off without loss of pay during each week of notice for the purpose of seeking other employment. The time off is to be taken at times that are convenient to the employee after consultation with their manager.
- (b) If the employee has been allowed paid leave for more than one day during the notice period for the purpose of seeking other employment, the employee must, at the request of the employer, produce proof of attendance at an interview or they will not be entitled to payment for the time absent. For this purpose a statutory declaration is sufficient.

8 Part 8 Dispute Resolution

8.1 Dispute Resolution Procedures

1. If a dispute relates to:

- (a) a matter arising under this agreement; or
- (b) the *National Employment Standards* (NES);

this term sets out procedures to settle the dispute.

2. An employee who is a party to the dispute may appoint a representative for the purposes of the procedures in this term.

3. In the first instance, the parties to the dispute must try to resolve the dispute at the workplace level, by discussions between the employee or employees and relevant supervisors and/or management.

4. If discussions at the workplace level do not resolve the dispute, a party to the dispute may refer the matter to Fair Work Commission.
5. The Fair Work Commission may deal with the dispute in 2 stages:
 - (a) the Fair Work Commission will first attempt to resolve the dispute as it considers appropriate, including by mediation, conciliation, expressing an opinion or making a recommendation; and
 - (b) if the Fair Work Commission is unable to resolve the dispute at the first stage, the Fair Work Commission may then:
 - (i) arbitrate the dispute; and
 - (ii) make a determination that is binding on the parties.

Note: If Fair Work Commission arbitrates the dispute, it may also use the powers that are available to it under the Act.

A decision that Fair Work Commission makes when arbitrating a dispute is a decision for the purpose of Div 3 of Part 5.1 of the Act. Therefore, an appeal may be made against the decision.
6. While the parties are trying to resolve the dispute using the procedures in this term:
 - (a) an employee must continue to perform his or her work as he or she would normally unless he or she has a reasonable concern about an imminent risk to his or her health or safety; and
 - (b) an employee must comply with a direction given by the employer to perform other available work at the same workplace, or at another workplace, unless:
 - (i) (the work is not safe; or
 - (ii) applicable occupational health and safety legislation would not permit the work to be performed; or
 - (iii) the work is not appropriate for the employee to perform; or
 - (iv) there are other reasonable grounds for the employee to refuse to comply with the direction.
7. The parties to the dispute agree to be bound by a decision made by Fair Work Commission in accordance with this term.

9 Part 9 Signatories

EMPLOYER

Signed on Behalf of ACON Health Ltd

By its duly authorised officer:



(Signature of Authorised Officer)

John Burnett
Human Resources Manager, ACON Health Ltd
906/160 Goulburn Street
SURRY HILLS NSW 2010

14 February 2019

ACON EA 2018-2021

EMPLOYEES

Signed on Behalf of the Employees

By an employee who will be covered by the agreement and specified in writing as a bargaining representative by an employee who will be covered by the agreement



(Signature of Employee Bargaining Representative)

Siobhan Hannan
Team Leader, Substance Support Service, ACON Health Ltd
Bargaining Representative & ASU Delegate
29 Wentworth Street
TEMPE NSW 2044

14 February 2019

SCHEDULE A – WAGES FROM FIRST PAY JUL 2018

ACON Classification	ACON Pay Point	NSW SACS Award Equivalents	Modern Award Equivalent	CURRENT Gross Salary effective	Annual Total Remuneration Package (TRP)**	Hourly Rate effective (35 hr week)	Casual Hourly Rate (incl loading) effective
				1-Jul-18	1-Jul-18	1-Jul-18	1-Jul-18
Admin	1*						
	2*						
	3	Level 1 - pay point 1	CSW grade 1 - Year 1	\$37,471.00	\$41,535.16	\$20.5885	\$25.7356
	4	Level 1 - pay point 2	CSW grade 1 - Year 2	\$38,729.00	\$42,929.61	\$21.2797	\$26.5996
	5	Level 1 - pay point 3	CSW grade 1 - Year 3	\$40,119.00	\$44,470.37	\$22.0434	\$27.5543
	6			\$42,682.00	\$47,311.36	\$23.4516	\$29.3146
	7	Level 2 - pay point 1	CSW grade 1 - Year 1	\$46,257.00	\$51,274.11	\$25.4159	\$31.7699
	8	Level 2 - pay point 2	CSW grade 2 - Year 2	\$48,450.00	\$53,704.96	\$26.6209	\$33.2761
	9	Level 2 - pay point 4	CSW grade 2 - Year 4	\$51,558.00	\$57,150.06	\$28.3286	\$35.4107
Operational	1	Level 2 - pay point 4	CSW grade 1 - Year 3	\$50,472.00	\$55,946.27	\$27.7319	\$34.6648
	2	Level 2 - pay point 4	CSW grade 2 - Year 4	\$51,558.00	\$57,150.06	\$28.3286	\$35.4107
	3	Level 3 - pay point 1	CSW grade 3 - Year 1	\$52,848.00	\$58,579.98	\$29.0374	\$36.2967
	4	Level 3 - pay point 2	CSW grade 3 - Year 2	\$54,481.00	\$60,390.09	\$29.9346	\$37.4183
	5	Level 3 - pay point 3	CSW grade 3 - Year 3	\$55,849.00	\$61,906.47	\$30.6863	\$38.3578
	6	Level 3 - pay point 4	CSW grade 3 - Year 4	\$57,209.00	\$63,413.98	\$31.4335	\$39.2919
	7	Level 4 - pay point 2	CSW grade 3 - Year 2	\$60,167.00	\$66,692.81	\$33.0588	\$41.3235

	8	Level 4 - pay point 3	CSW grade 3 - Year 3	\$61,849.00	\$68,557.24	\$33.9830	\$42.4787
	9	Level 4 - pay point 4	CSW grade 4 - Year 4	\$66,095.00	\$73,263.77	\$36.3159	\$45.3949
Team Leader/ Professional							
	1	Level 4 - pay point 4	CSW grade 3 - Year 5	\$64,034.00	\$70,979.23	\$35.1835	\$43.9794
	2	Level 4 - pay point 4	CSW grade 4 - Year 4	\$66,095.00	\$73,263.77	\$36.3159	\$45.3949
	3	Level 5 - pay point 1	CSW grade 5 - Year 1	\$69,505.00	\$77,043.62	\$38.1896	\$47.7370
	4			\$69,718.00	\$77,279.72	\$38.3066	\$47.8832
	5	Level 5 - pay point 2	CSW grade 5 - Year 2	\$71,429.00	\$79,176.30	\$39.2467	\$49.0584
	6	Level 6 - pay point 2	CSW grade 5 - Year 2	\$76,049.00	\$84,297.39	\$41.7852	\$52.2315
	7	Level 7 - pay point 1	CSW grade 6 - Year 1	\$80,960.00	\$89,741.05	\$44.4835	\$55.6044
Service Mgr							
	1	Level 6 - pay point 2	CSW grade 5 - Year 2	\$76,049.00	\$84,297.39	\$41.7852	\$52.2315
	2			\$80,960.00	\$89,741.05	\$44.4835	\$55.6044
	3	Level 7 - pay point 2	CSW grade 6 - Year 2	\$83,479.00	\$92,533.26	\$45.8676	\$57.3345
	4	Level 7 - pay point 3	CSW grade 6 - Year 2	\$84,674.00	\$93,857.87	\$46.5242	\$58.1552

**TRP is for comparison purposes only and is based on Gross Salary + Superannuation as provided in the Superannuation Guarantee Act + Annual Leave Loading applied to four weeks of wages annually.

SCHEDULE B

TABLE B1 - TRANSITIONAL FROM FIRST PAY FOLLOWING APPROVAL BY FWC

ACON Classification	Previous ACON	New ACON Pay Point	NSW SACS Award Equivalents	Modern Award Equivalent	Gross Salary effective	Annual Total Remuneration Package (TRP)**	Hourly Rate effective (35 hr/wk)	Casual Hourly Rate (incl loading)
		On Approval			On Approval	On Approval	On Approval	On Approval
Admin	1-5	1	Level 1 - pay point 3	CSW grade 1 - Year 3	\$41,111	\$45,570	\$22.5885	28.2356
	6-7	2	Level 2 - pay point 1	CSW grade 1 - Year 1	\$48,464	\$53,721	\$26.6286	33.2857
	8	3	Level 2 - pay point 2	CSW grade 2 - Year 2	\$50,490	\$55,967	\$27.7418	34.6772
	9	4	Level 2 - pay point 4	CSW grade 2 - Year 4	\$53,622	\$59,438	\$29.4626	36.8283
Operational	1-4	1	Level 3 - pay point 2	CSW grade 3 - Year 2	\$56,611	\$62,751	\$31.1049	38.8812
	5-6	2	Level 3 - pay point 4	CSW grade 3 - Year 4	\$59,291	\$65,722	\$32.5775	40.7218
	7	3	Level 4 - pay point 2	CSW grade 3 - Year 2	\$63,411	\$70,289	\$34.8412	43.5515
	8	4	Level 4 - pay point 3	CSW grade 3 - Year 3	\$65,133	\$72,197	\$35.7874	44.7342
	9	5	Level 4 - pay point 4	CSW grade 4 - Year 4	\$68,543	\$75,977	\$37.6610	47.0762
Team Leader/ Professional	1-3	1	Level 5 - pay point 1	CSW grade 5 - Year 1	\$72,351	\$80,198	\$39.7533	49.6916
	4-5	2	Level 5 - pay point 2	CSW grade 5 - Year 2	\$74,199	\$82,246	\$40.7687	50.9609
	6	3	Level 6 - pay point 2	CSW grade 5 - Year 2	\$79,723	\$88,370	\$43.8038	54.7548
	7	4	Level 7 - pay point 1	CSW grade 6 - Year 1	\$84,695	\$93,881	\$46.5357	58.1696
Specialist	1-3	1	Level 7 - pay point 2	CSW grade 6 - Year 2	\$87,032	\$96,471	\$47.8198	59.7747
	4	2	Level 7 - pay point 3	CSW grade 6 - Year 2	\$88,460	\$98,054	\$48.6044	60.7555

TABLE B2 - FROM FIRST PAY FOLLOWING 1st DECEMBER 2018

ACON Classification	ACON Pay Point	NSW SACS Award Equivalents	Modern Award Equivalent	Gross Salary effective	Annual Total Remuneration Package (TRP)**	Hourly Rate effective (35 hr/wk)	Casual Hourly Rate (incl loading) (35 hr/wk)
	Dec-18			Dec-18	Dec-18	Dec-18	Dec-18
Admin	1	Level 1 - pay point 3	CSW grade 1 - Year 3	\$42,550	\$47,165	\$23.3791	29.2239
	2	Level 2 - pay point 1	CSW grade 1 - Year 1	\$50,160	\$55,601	\$27.5604	34.4505
	3	Level 2 - pay point 2	CSW grade 2 - Year 2	\$52,258	\$57,926	\$28.7132	35.8915
	4	Level 2 - pay point 4	CSW grade 2 - Year 4	\$55,499	\$61,518	\$30.4940	38.1174
Operational							
	1	Level 3 - pay point 2	CSW grade 3 - Year 2	\$58,592	\$64,947	\$32.1934	40.2418
	2	Level 3 - pay point 4	CSW grade 3 - Year 4	\$61,366	\$68,022	\$33.7176	42.1470
	3	Level 4 - pay point 2	CSW grade 3 - Year 2	\$65,630	\$72,748	\$36.0604	45.0755
	4	Level 4 - pay point 3	CSW grade 3 - Year 3	\$67,412	\$74,724	\$37.0396	46.2995
	5	Level 4 - pay point 4	CSW grade 4 - Year 4	\$70,942	\$78,636	\$38.9791	48.7239
Team Leader/ Professional							
	1	Level 5 - pay point 1	CSW grade 5 - Year 1	\$74,883	\$83,005	\$41.1445	51.4306
	2	Level 5 - pay point 2	CSW grade 5 - Year 2	\$76,796	\$85,125	\$42.1956	52.7445
	3	Level 6 - pay point 2	CSW grade 5 - Year 2	\$82,514	\$91,463	\$45.3374	56.6717
	4	Level 7 - pay point 1	CSW grade 6 - Year 1	\$87,659	\$97,167	\$48.1643	60.2054
Specialist							
	1	Level 7 - pay point 2	CSW grade 6 - Year 2	\$90,078	\$99,848	\$49.4934	61.8668
	2	Level 7 - pay point 3	CSW grade 6 - Year 2	\$91,556	\$101,486	\$50.3055	62.8819

TABLE B3 - FROM FIRST PAY FOLLOWING 1st DECEMBER 2019

ACON Classification	New ACON Pay Point	NSW SACS Award Equivalents	Modern Award Equivalent	Gross Salary effective	Annual Total Remuneration Package (TRP)**	Hourly Rate effective (35 hr/wk)	Casual Hourly Rate (incl loading) (35 hr/wk)
	Dec-19			Dec-19	Dec-19	Dec-19	Dec-19
Admin	1	Level 1 - pay point 3	CSW grade 1 - Year 3	\$44,039	\$48,815	\$24.1973	30.2466
	2	Level 2 - pay point 1	CSW grade 1 - Year 1	\$51,916	\$57,547	\$28.5253	35.6566
	3	Level 2 - pay point 2	CSW grade 2 - Year 2	\$54,087	\$59,953	\$29.7181	37.1477
	4	Level 2 - pay point 4	CSW grade 2 - Year 4	\$57,441	\$63,671	\$31.5610	39.4512
Operational	1	Level 3 - pay point 2	CSW grade 3 - Year 2	\$60,643	\$67,220	\$33.3203	41.6504
	2	Level 3 - pay point 4	CSW grade 3 - Year 4	\$63,514	\$70,403	\$34.8978	43.6223
	3	Level 4 - pay point 2	CSW grade 3 - Year 2	\$67,927	\$75,294	\$37.3225	46.6532
	4	Level 4 - pay point 3	CSW grade 3 - Year 3	\$69,772	\$77,339	\$38.3363	47.9203
	5	Level 4 - pay point 4	CSW grade 4 - Year 4	\$73,425	\$81,388	\$40.3434	50.4293
Team Leader/ Professional	1	Level 5 - pay point 1	CSW grade 5 - Year 1	\$77,504	\$85,910	\$42.5846	53.2308
	2	Level 5 - pay point 2	CSW grade 5 - Year 2	\$79,484	\$88,104	\$43.6725	54.5907
	3	Level 6 - pay point 2	CSW grade 5 - Year 2	\$85,402	\$94,665	\$46.9242	58.6552
	4	Level 7 - pay point 1	CSW grade 6 - Year 1	\$90,727	\$100,568	\$49.8500	62.3125
Specialist	1	Level 7 - pay point 2	CSW grade 6 - Year 2	\$93,231	\$103,342	\$51.2258	64.0323
	2	Level 7 - pay point 3	CSW grade 6 - Year 2	\$94,760	\$105,038	\$52.0659	65.0824

TABLE B4 - FROM FIRST PAY FOLLOWING 1st DECEMBER 2020

ACON Classification	New ACON Pay Point	NSW SACS Award Equivalents	Modern Award Equivalent	Gross Salary effective	Annual Total Remuneration Package (TRP)**	Hourly Rate effective (35 hr/wk)	Casual Hourly Rate (incl loading) (35 hr/wk)
	Dec-20			Dec-20	Dec-20	Dec-20	Dec-20
Admin	1	Level 1 - pay point 3	CSW grade 1 - Year 3	\$45,580	\$50,524	\$25.0440	31.3049
	2	Level 2 - pay point 1	CSW grade 1 - Year 1	\$53,733	\$59,561	\$29.5236	36.9045
	3	Level 2 - pay point 2	CSW grade 2 - Year 2	\$55,980	\$62,051	\$30.7582	38.4478
	4	Level 2 - pay point 4	CSW grade 2 - Year 4	\$59,452	\$65,900	\$32.6659	40.8324
Operational							
	1	Level 3 - pay point 2	CSW grade 3 - Year 2	\$62,765	\$69,573	\$34.4863	43.1078
	2	Level 3 - pay point 4	CSW grade 3 - Year 4	\$65,737	\$72,867	\$36.1192	45.1490
	3	Level 4 - pay point 2	CSW grade 3 - Year 2	\$70,304	\$77,930	\$38.6286	48.2857
	4	Level 4 - pay point 3	CSW grade 3 - Year 3	\$72,214	\$80,046	\$39.6780	49.5975
	5	Level 4 - pay point 4	CSW grade 4 - Year 4	\$75,995	\$84,237	\$41.7555	52.1944
Team Leader/ Professional							
	1	Level 5 - pay point 1	CSW grade 5 - Year 1	\$80,216	\$88,917	\$44.0747	55.0934
	2	Level 5 - pay point 2	CSW grade 5 - Year 2	\$82,265	\$91,188	\$45.2005	56.5007
	3	Level 6 - pay point 2	CSW grade 5 - Year 2	\$88,391	\$97,978	\$48.5665	60.7081
	4	Level 7 - pay point 1	CSW grade 6 - Year 1	\$93,903	\$104,087	\$51.5951	64.4938
Specialist							
	1	Level 7 - pay point 2	CSW grade 6 - Year 2	\$96,494	\$106,959	\$53.0187	66.2734
	2	Level 7 - pay point 3	CSW grade 6 - Year 2	\$98,077	\$108,714	\$53.8885	67.3606

TABLE B5 - FROM FIRST PAY FOLLOWING 1st DECEMBER 2021

ACON Classification	New ACON Pay Point	NSW SACS Award Equivalents	Modern Award Equivalent	Gross Salary effective	Annual Total Remuneration Package (TRP)**	Hourly Rate effective (35 hr/wk)	Casual Hourly Rate (incl loading) (35 hr/wk)
	Dec-21			Dec-21	Dec-21	Dec-21	Dec-21
Admin	1	Level 1 - pay point 3	CSW grade 1 - Year 3	\$47,175	\$52,292	\$25.9203	32.4004
	2	Level 2 - pay point 1	CSW grade 1 - Year 1	\$55,614	\$61,646	\$30.5571	38.1964
	3	Level 2 - pay point 2	CSW grade 2 - Year 2	\$57,939	\$64,223	\$31.8346	39.7933
	4	Level 2 - pay point 4	CSW grade 2 - Year 4	\$61,532	\$68,206	\$33.8088	42.2610
Operational	1	Level 3 - pay point 2	CSW grade 3 - Year 2	\$64,962	\$72,008	\$35.6934	44.6168
	2	Level 3 - pay point 4	CSW grade 3 - Year 4	\$68,038	\$75,417	\$37.3835	46.7294
	3	Level 4 - pay point 2	CSW grade 3 - Year 2	\$72,765	\$80,657	\$39.9808	49.9760
	4	Level 4 - pay point 3	CSW grade 3 - Year 3	\$74,741	\$82,848	\$41.0665	51.3331
	5	Level 4 - pay point 4	CSW grade 4 - Year 4	\$78,654	\$87,185	\$43.2165	54.0206
Team Leader/ Professional	1	Level 5 - pay point 1	CSW grade 5 - Year 1	\$83,024	\$92,029	\$45.6176	57.0220
	2	Level 5 - pay point 2	CSW grade 5 - Year 2	\$85,145	\$94,380	\$46.7830	58.4787
	3	Level 6 - pay point 2	CSW grade 5 - Year 2	\$91,485	\$101,407	\$50.2665	62.8331
	4	Level 7 - pay point 1	CSW grade 6 - Year 1	\$97,189	\$107,730	\$53.4005	66.7507
Specialist	1	Level 7 - pay point 2	CSW grade 6 - Year 2	\$99,871	\$110,703	\$54.8742	68.5927
	2	Level 7 - pay point 3	CSW grade 6 - Year 2	\$101,509	\$112,519	\$55.7742	69.7177

SCHEDULE C – CLASSIFICATIONS

1) Characteristics of the Administrative level

- a)** A person employed as an Administrative employee will work under general guidance within clearly defined guidelines and undertake a range of activities requiring the application of acquired skills and knowledge.
- b)** General features at this level consist of performing functions which are defined by established routines, methods, standards and procedures with limited scope to exercise initiative in applying work practices and procedures. Assistance will be readily available. Employees may be responsible for a minor function and/or may contribute specific knowledge and/or specific skills to the work of the organisation. In addition, employees may be required to assist senior workers with specific projects.
- c)** Employees will be expected to have an understanding of work procedures relevant to their work area and may provide assistance to lower classified employees or volunteers concerning established procedures to meet the objectives of a minor function.
- d)** Employees will be responsible for managing time, planning and organising their own work and may be required to oversee and/or guide the work of a limited number of lower classified employees or volunteers. Employees at this level could be required to resolve minor work procedural issues in the relevant work area within established constraints.
- e)** Employees who have completed an appropriate certificate and are required to undertake work related to that certificate will be appointed to this level. Where the appropriate certificate is a level 4 certificate the minimum rate of pay will be pay point 2.
- f)** Employees who have completed an appropriate diploma and are required to undertake work related to the diploma will commence at the second pay point of this level and will advance after 12 full-time equivalent months' satisfactory service.

2) Responsibilities of the Administrative level

A position at this level may include some of the following:

- a)** undertake a range of activities requiring the application of established work procedures and may exercise limited initiative and/or judgment within clearly established procedures and/or guidelines;
- b)** achieve outcomes which are clearly defined;
- c)** respond to enquiries;
- d)** assist senior employees with special projects;
- e)** prepare cash payment summaries, banking reports and bank statements, post journals to ledger etc. and apply purchasing and inventory control requirements;
- f)** perform elementary tasks within a community service program requiring knowledge of established work practices and procedures relevant to the work area;
- g)** provide secretarial support requiring the exercise of sound judgment, initiative, confidentiality and sensitivity in the performance of work;

- h) perform tasks of a sensitive nature including the provision of more than routine information, the receiving and accounting for moneys and assistance to clients;
- i) assist in calculating and maintaining wage and salary records;
- j) assist with administrative functions;

3) Requirements of an Administrative position

Some or all of the following are needed to perform work at this level:

a) Skills, knowledge, experience, qualification and/or training

- i) basic skills in oral and written communication with clients and other members of the public;
- ii) knowledge of established work practices and procedures relevant to the workplace;
- iii) knowledge of policies relating to the workplace;
- iv) application of techniques relevant to the workplace;
- v) developing knowledge of statutory requirements relevant to the workplace;
- vi) understanding of basic computing concepts.

b) Prerequisites

- i) an appropriate certificate relevant to the work required to be performed;
- ii) will have attained previous experience in a relevant industry, service or an equivalent level of expertise and experience to undertake the range of activities required;
- iii) appropriate on-the-job training and relevant experience; or
- iv) entry point for a diploma without experience.

c) Organisational relationships

- i) work under regular supervision except where this level of supervision is not required by the nature of responsibilities under this clause are being undertaken;
- ii) provide limited guidance to a limited number of lower classified employees.

d) Extent of authority of the Administrative level

- i) work outcomes are monitored;
- ii) have freedom to act within established guidelines;
- iii) solutions to problems may require the exercise of limited judgment, with guidance to be found in procedures, precedents and guidelines. Assistance will be available when problems occur.

2. Characteristics of the Operational level

- (a) A person employed as an Operational level employee will work under general direction in functions that require the application of skills and knowledge appropriate to the work. Generally guidelines and work procedures are established.
- (b) General features at this level require the application of knowledge and skills which are gained through qualifications and/or previous experience in a discipline to solving problems. Assistance is available from senior employees. Employees will be expected to contribute knowledge in establishing procedures in the appropriate work-related field. In addition, employees at this level may be required to supervise various functions within a work area or activities of a complex nature and may provide assistance to lower classified employees.
- (c) Positions at this level allow employees the scope for exercising initiative in the application of established work procedures and may require the employee to establish outcomes and further develop work methods for their own particular work program or project where general work procedures are not defined. Positions may involve a range of work functions which could contain a substantial component of supervision of volunteers. Employees may also be required to provide specialist expertise or advice in their relevant discipline.
- (d) Work at this level requires a sound knowledge of program, activity, operational policy or service aspects of the work performed with a function or a number of work areas. Employees require skills in managing time, setting priorities, planning and organising their own work (and that of volunteers where volunteer supervision is a component of the position) to achieve specific objectives.
- (e) At this level, employees may be required to supervise volunteers in their day-to-day work. Employees with supervisory responsibilities for volunteers may undertake some complex operational work and may undertake planning and co-ordination of activities within a clearly defined area of the organisation including event coordination. Where volunteer supervision is a component of the position, employees may be required to deal with formal disciplinary issues within the work area.
- (f) Those with supervisory responsibilities should have a basic knowledge of the principles of human resource management and be able to assist subordinate volunteers with on-the-job training.

3. Responsibilities of the Operational level

To contribute to the operational objectives of the workplace, a position at this level may include some of the following:

- (a) exercise responsibility for various functions within a work area;
- (b) undertake activities which may require the employee to exercise initiative and judgment and/or contribute critical knowledge and skills where procedures are not clearly defined;

- (c) perform duties of a specialised nature requiring the development of expertise over time or previous knowledge and/or undertake responsibility for various activities in a specialised area;
- (d) contribute to interpretation of matters for which there are no clearly established practices and procedures and contribute to the administration of areas of work for which there are no clearly established procedures;
- (e) expected to set outcomes and further develop work methods where general work procedures are not defined and could exercise judgment and contribute critical knowledge and skills where procedures are not clearly defined;
- (f) while under general direction, there is scope to exercise initiative and contribute to the development of work methods and the setting of outcomes. However, these must be within the clear objectives of the organisation and within budgetary constraints;
- (g) provide administrative and/or secretarial support of a complex nature requiring a high degree of judgment, initiative, confidentiality and sensitivity in the performance of work;
- (h) co-ordinate a wide range of activities associated with program or service delivery;
- (i) assist with or provide a range of records management services for the receipt, custody, control, preservation and retrieval of records and related material;
- (j) undertake computer operations requiring technical expertise and experience and may exercise initiative and judgment in the application of established procedures and practices. This level could include systems administrators in small to medium sized organisations whose responsibility includes the security/integrity of the system;
- (k) apply computer programming knowledge and skills in systems development, maintenance and implementation;
- (l) provide a reference and research information service and technical service including the facility to understand and develop technologically based systems;
- (m) supervise a volunteer program and/or volunteers;
- (n) deliver single stream training programs;
- (o) where the prime responsibility lies in a specialised field, employees at this level would undertake at least some of the following:
 - (i) perform duties of a specialised nature;
 - (ii) liaise with others at a technical/professional level;
 - (iii) discuss techniques, procedures and/or results with clients on straight forward matters;

- (iv) provide a range of information services to include reference, research and/or technical information;
- (v) carry out a variety of activities in the organisation requiring initiative and judgment in the selection and application of established principles, techniques and methods;
- (vi) perform a range of planning functions which may require exercising knowledge of statutory and legal requirements;
- (vii) plan and co-ordinate basic community projects or programs (or assist more senior employees with the planning and co-ordination more complex community projects or programs.
- (viii) perform moderately complex functions including social planning, demographic analysis, survey design and analysis.

4. Requirements of an Operational position

Some or all of the following are needed to perform work at this level:

(a) Skills, knowledge, experience, qualifications and/or training

- (i) knowledge of statutory requirements relevant to work;
- (ii) knowledge of organisational programs, policies, procedures and activities;
- (iii) sound discipline knowledge gained through experience, training or education;
- (iv) knowledge of the role of the organisation and its structure and services;
- (v) specialists require an understanding of the underlying principles in the discipline.
- (vi) ability to apply computing concepts.

(b) Prerequisites of the Operational level

- (i) associate diploma with relevant experience; or
- (ii) relevant certificate with relevant experience, or
- (iii) lesser formal qualifications with relevant experience, or
- (iv) experience attained through previous appointments, services and/or study of an equivalent level of expertise and/or experience to undertake the range of activities required.

(c) Organisational relationships of the Operational level

- (i) works under general direction;

- (ii) works under general supervision except where this level of supervision is not required by the nature of the responsibilities being undertaken;
- (iii) may supervise volunteers;
- (iv) may work in a specialised field.

(d) Extent of authority of the Operational level

- (i) required to set outcomes within defined constraints;
- (ii) provides specialist technical advice;
- (iii) freedom to act governed by clear objectives and/or budget constraints which may involve the contribution of knowledge in establishing procedures within the clear objectives and/or budget constraints where there are no defined established practices;
- (iv) solutions to problems generally found in precedents, guidelines or instructions;
- (v) assistance usually available.

2. Characteristics of the Professional level

- (a) A person employed as a Professional level employee will operate under limited direction from management and undertake a range of functions requiring the application of a high level of knowledge and skills to achieve results in line with the organisation's goals and for which operational policies, practices and guidelines may need to be developed. Employees adhere to established work practices. However, they may be required to exercise initiative and judgment where practices and direction are not clearly defined.
- (b) General features at this level allow employees the scope to influence the operational activities of the organisation and would require employees to be involved with establishing operational procedures which impact upon the organisation and/or the sections of the community served by it. Employees at this level will include a range of work functions that may span more than one discipline. Employees at this level may be required to assist in the preparation of, or prepare the organisation's budget. Employees will be involved in the formation of programs and work practices and will be required to provide assistance and/or expert advice to other employees and volunteers. Employees may be required to negotiate matters on behalf of the organisation.
- (c) Positions at this level demand the application of knowledge which is gained through qualifications and/or previous experience and provide expert advice. In addition, employees will be required to priorities, plan and organise their own work and that of volunteers, and monitor work flows in their area of responsibility. They may be required to undertake the

control and co-ordination of a program, project and/or significant work area. Employees will be required to provide consultation and assistance relevant to the workplace. Employees require a good understanding of the long term goals of the organisation. Managing time is essential so outcomes can be achieved. In addition, interpersonal skills are required to gain the co-operation of clients and staff.

- (d) Positions at this level may be identified by: impact of activities undertaken or achievement of stated outcomes or objectives for the workplace; the level of responsibility for decision-making; the exercise of judgment; delegated authority; and the provision of expert advice.
- (e) Employees may exercise team leading responsibility, work independently as specialists or may be a senior member of a single discipline project team or provide specialist support to a range of programs or activities. Employees responsible for projects and/or functions will be required to establish outcomes to achieve organisation goals. Specialists may be required to provide multi-disciplinary advice.
- (f) Team leading positions at this level supervise small teams and are responsible for decision-making in the particular team. Employees will be required to set outcomes for the team for which they are responsible so as to achieve the objectives of the organisation. Employees with team leading responsibilities at this level require a high level of interpersonal skills to resolve organisational issues, negotiate contracts, develop and motivate staff. Employees with team leading responsibilities at this level will be required to understand and implement effective staff management and personnel practices.

3. Responsibilities of the Professional level

To contribute to the operational objectives of the work area, a position at this level may include some of the following:

- (a) responsibility for a range of functions within the organisation requiring a high level of knowledge and skills;
- (b) undertake responsibility for a moderately complex project, including planning, co-ordination, implementation and administration;
- (c) assist with the preparation of or prepare program budgets in liaison with management;
- (d) understanding of all areas of computer operation to enable the provision of advice and assistance when non-standard procedures/processes are required;
- (e) monitor and interpret legislation, regulations and other agreements relating to occupational health and safety, workers compensation and rehabilitation;
- (f) undertake analysis/design for the development and maintenance of projects and/or undertake programming in specialist areas.

- (g) undertake projects and/or functions involving the use of analytical skills;
- (h) undertake publicity assignments within the framework of the organisation's publicity and promotions program. Such assignments would be of limited scope and complexity but would involve the co-ordination of facets of the total program including media liaison, design and layout of publications/displays and editing;
- (i) undertake duties that require knowledge of procedures, guidelines and/or statutory requirements relevant to the organisation;
- (j) plan, co-ordinate, implement and administer the activities and policies including preparation of budget;
- (k) provide advice on matters of complexity within the work area and/or specialised area;
- (l) provide assistance on grant applications including basic research or collection of data;
- (m) where the prime responsibility lies in the provision of professional services, employees at this level would undertake at least some of the following:
 - a) under general direction undertake a variety of tasks of a specialised and/or detailed nature;
 - b) exercise ethical and professional judgment within prescribed areas;
 - c) carry out planning, studies or research for particular projects including aspects of design, implementation of procedures and presentation;
 - d) contribute to the development of new procedures and methodology;
 - e) provide expert advice and assistance relevant to the work area;
 - f) provide consultancy services for a range of activities.
- (n) where the prime responsibility lies in leading a small team, an employee at this level would undertake at least some of the following:
 - a) provide support to a range of activities or programs;
 - b) control and co-ordinate projects;
 - c) supervise/manage the operation of a work area and monitor work outcomes;
 - d) supervise on occasions other specialised staff;
 - e) supervise the operation of a discrete team which is part of a larger business unit;
 - f) provide reports on progress of program activities including recommendations;

- g) exercise a high level of interpersonal skills in dealing with the public and other organisations;
- h) control and co-ordinate a small team within budgetary constraints;
- i) develop, plan and supervise the implementation of educational and/or developmental programs for clients;
- j) set priorities and monitor work flow in the areas of responsibility;
- k) provide expert advice to employees classified at lower levels and/or volunteers;

4. Requirements of a Professional position

Some or all of the following are needed to perform work at this level:

(a) Skills, knowledge, experience ,qualification and/or training

- a) knowledge of organisation programs, policies and activities;
- b) specialist skills and/or supervision abilities exercised within a multi-disciplinary or major single function operation;
- c) sound discipline knowledge gained through experience;
- d) appreciation of the long term goals of the organisation;
- e) detailed knowledge of program activities and work practices relevant to the work area;
- f) knowledge of the role of the organisation, its structure and services.
- g) comprehensive knowledge of requirements relevant to the discipline.

(b) Prerequisites

- a) relevant degree with relevant experience;
- b) associate diploma with substantial experience;
- c) less formal qualifications with specialised skills sufficient to perform at this level; or
- d) attained through previous appointments, service and/or study an equivalent level of experience and expertise to undertake the range of activities required.

(c) Organisational relationships

- a) work under general direction;
- b) supervise other employees and/or volunteers.

(d) Extent of authority

- a) exercise a degree of autonomy;
- b) control projects and/or programs;
- c) set outcomes for lower classified staff;
- d) selection of methods and techniques based on sound judgment;
- e) manage projects and/or functions;
- f) solutions to problems can generally be found in documented techniques, precedents, or instructions. Assistance is available when required.

2. Characteristics of the Specialist level

- (a) A person employed as a Specialist level employee will operate under limited direction and operate as a specialist, a member of a specialised professional team or independently.
- (b) General features at this level require employees' involvement in establishing operational procedures which impact on activities undertaken and outcomes achieved by the organisation and/or activities undertaken by sections of the community served by the organisation.
- (c) Employees are involved in the formation/establishment of programs, the procedures and work practices within the organisation and will be required to provide assistance to other employees and/or sections.
- (d) Positions at this level will demand responsibility for decision-making and the provision of expert advice to other areas of the organisation. Employees would be expected to undertake the control and co-ordination of major work initiatives. Employees require a good understanding of the long term goals of the organisation.
- (e) In addition, positions at this level may be identified by the level of responsibility for decision-making, the exercise of judgment and delegated authority and the provision of expert advice.
- (f) The management of critical stakeholder relationships is normally a feature at this level. Employees are required to set outcomes in relation to the organisation and may be required to negotiate matters on behalf of the organisation.
- (g) Additional features include providing financial, specialised, technical, professional and/or administrative advice on policy matters within the organisation and/or about external organisations such as government policy.

3. Responsibilities of the Specialist level

To contribute to the operational objectives of the work area, a position at this level may include some of the following:

- (a) undertake specialised functions under a wide range of conditions to achieve results in line with divisional/corporate goals. A major portion of the work requires initiative;
- (b) undertake duties of innovative, novel and/or critical nature with little or no professional direction;
- (c) undertake functions across a range of administrative, specialist or operational areas which include specific programs or activities, management of services delivery and the provision of high level advice;
- (d) provide authoritative specialist advice on policy matters and contribute to the development and review of policies, both internal and external;
- (e) manage extensive programs or projects in accordance with organisational goals. This may require the development, implementation and evaluation of those goals;
- (f) offer consultancy service;
- (g) evaluate and develop/revise methodology techniques with the organisation. The application of high level analytical skills in the attainment and satisfying of organisational objectives;
- (h) develop appropriate methodology and apply proven techniques in providing specialised services
- (i) where prime responsibility lies in a professional field an officer at this level:
 - a) controls and co-ordinates projects/programs within an organisation in accordance with corporate goals;
 - b) provides a consultancy service to a wide range of clients;
 - c) functions may involve complex professional problem solving;
 - d) provides advice on policy method and contributes to its development.
 - e) develop and recommend ongoing plans and programs.

4. Requirements of a Specialist position

Some or all of the following are needed to perform work at this level:

(a) Skills, knowledge, experience, qualification and/or training

- a) detailed knowledge of policy, programs, guidelines, procedures and practices of the organisation and external bodies;
- b) detailed knowledge of statutory requirements.

- c) application of a high level of discipline knowledge;

(b) Prerequisites

- a) qualifications are generally beyond those normally acquired through a degree course and experience in the field of specialist expertise;
- b) (substantial post graduate experience;
- c) lesser formal qualifications and the acquisition of considerable skills and extensive and diverse experience relative to an equivalent standard; or
- d) attained through previous appointments, service and/or study with a combination of experience, expertise and competence sufficient to perform the duties of the position.