

ENTERPRISE AGREEMENT

NO. EA 98/159
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DATE REGISTERED 7-5-98
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PRICE \$ 74
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**REGISTER OF
ENTERPRISE AGREEMENTS**

ENTERPRISE AGREEMENT NO: EA98/159

TITLE: People Living with HIV/AIDS Incorporated Enterprise Agreement - 1998

I.R.C. NO: 98/2169

DATE APPROVED/COMMENCEMENT: 7 May 1998

TERM: 36 months

**NEW AGREEMENT OR
VARIATION: New**

GAZETTAL REFERENCE:

DATE TERMINATED:

NUMBER OF PAGES: 37

COVERAGE/DESCRIPTION OF

EMPLOYEES: Those employees engaged in social and community work at the People Living With HIV/AIDS Incorporated premises located at Room 5, Level 1, 94 Oxford Street DARLINGHURST NSW 2010.

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



EX1

People Living With HIV/AIDS
(NSW) Incorporated

Enterprise Agreement

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People Living With HIV/AIDS (NSW) Incorporated Enterprise Agreement

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1. INTRODUCTION

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

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

2. PLWH/A OBJECTIVES

The aims and objectives of PLWH/A are to:

- (a) empower people affected by HIV/AIDS in NSW with information and advice on all relevant AIDS issues: in particular information concerning treatment of HIV infection and information on care and support of those affected by AIDS; and
- (b) lobby relevant community groups, governments and other organisations about issues of concern to people living with HIV/AIDS (PLWHA), with the aim of ensuring the best possible level of care, support and treatment for those affected by HIV/AIDS; and
- (c) promote a positive image of people affected by HIV/AIDS with the aim of eliminating prejudice, isolation, stigmatisation and discrimination arising from AIDS; and
- (d) work closely with community organisations the AIDS Council of NSW, the Community Support Network, The Bobby Goldsmith Foundation and Ankali in the pursuit of these objectives.

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3. SPIRIT OF THIS AGREEMENT

- (a) The parties to this agreement understand and agree that the future success of PLWH/A is entirely dependent on the quality of the people and their commitment to their role and growth within the organisation.
- (b) This agreement is the charter of PLWH/A covering the following employment areas:
 - (i) the rights and responsibilities of the employee;
 - (ii) the terms and conditions of employment of employees;
 - (iii) the administrative requirements of employment and receipt of entitlements.
- (c) The spirit of this agreement is to provide a defined and secure basis for employment, a work environment which encourages and supports the employment of people with HIV, and to develop and maintain a workplace which is fair, flexible non-discriminatory and which encourages the development of staff and volunteers. It is important for each Management Committee member and employee to be fully familiar with this agreement, to avoid problems over employment matters and to encourage a workplace that facilitates teamwork, consultation, participation and staff responsibility in all aspects of the organisation's operations.
- (d) This Agreement can be changed in accordance with clause 5.



4. STAFF CONSULTATION

- (a) It is the role of the staff representative elected by the staff to the Management Committee to provide consultation to staff members on matters discussed by the management committee.
- (b) The staff representative has full voting rights in accordance with PLWH/A's Constitution, and may nominate another member of staff as substitute.
- (c) The aim of this consultation process is so employees have the right and opportunity to be consulted by the Management Committee before policy decisions are made.

5. INCIDENCE AND OPERATION

- (a) This Agreement will commence on **(date of registration)** subject to registration and shall continue for a period of 3 years.
- (b) A review will be co-ordinated by a sub-committee comprised of representatives of the Management Committee and staff prior to the expiration of the term of this agreement. This review will take place between the Annual General Meeting and the following Christmas and shall be subject to the approval of the Management Committee and staff.
- (c) Proposed amendments by staff to this agreement must be presented to the administration committee. Matters requiring immediate attention outside the set review period shall be resolved according to need by the administration committee.
- (d) PLWH/A's employment policies will remain unchanged unless a consensus is reached by staff (80% of employees except those employed on a casual basis, by secret ballot) and ratified by the Management Committee. In the event of a policy being amended the amendments must be shown by a fully amended policy being produced as an appendix indicating which sections and paragraphs have been amended being attached.
- (e) This agreement is binding on each employee upon the signing of a employment contract.

6. DEFINITIONS

- (a) Management Committee – the committee as constituted under the Rules of PLWH/A.
- (b) Administration Committee – shall consist of the Manager or designate, Convenor, Deputy Convenor and Treasurer. The quorum for this Administration Committee shall be three including the Manager or designate. It liases with the Manager on the day to day issues, staffing issues and financial matters. The Administration Committee is accountable to the Management committee.
- (c) Manager – the staff member designated by the Management Committee to manage the day to day activities of PLWH/A including staff and its office.
- (d) Staff – persons who hold paid employment with PLWH/A. They are referred individually in this agreement as “the employee”.

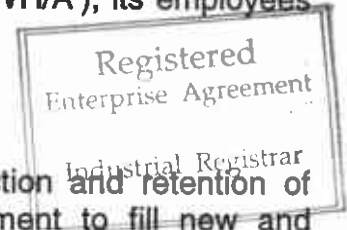
7. PARTIES

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

People Living With HIV/AIDS (NSW) Incorporated ('PLWH/A'), its employees and The Australian Services Union.

8. RECRUITMENT

- (a) PLWH/A's future success hinges on the attraction and retention of quality staff. Therefore the process of recruitment to fill new and existing positions is absolutely critical.
- (b) Positions will be advertised and consideration will be given to existing employees and volunteers.
- (c) Supervisors are given the responsibility for recruiting staff to their projects in liaison with and subject to the directions of the Manager. There are four key tasks in recruitment;
1. Understand the requirements for the position and ensure it is both economic and practical;
 2. Develop a plan for recruiting the best candidate which includes an advertisement within the appropriate budgets allowed by recruitment;
 3. Develop a detailed but succinct competency profile which can be used to understand the requirements of the position and sent to applicants;
 4. Prepare a written interview plan including all critical questions, tasks required and the criteria for evaluation.
- (d) Subject to management policy, which may vary from time to time, the selection panel should comprise the following:
- (i) For the Manager - the convenor, secretary and an external specialist
 - (ii) For all other staff - Manager or designated authority, one management committee member and an external specialist.



9. ENGAGEMENT OF EMPLOYEES

(a) Employment Definitions

(i) This agreement applies to all staff, except where it is otherwise specified through negotiation and is specified in an Individual Employment Contract.

(ii) All payments, leave, allowances or other terms and conditions of employment may be referred to in this agreement as "entitlements".

(b) Terms of Employment

An employee may be engaged on a full-time, part-time, casual or fixed term basis. The employee is responsible to the Manager who is in turn responsible to the Management Committee.

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(c) Full-Time Employment

An employee engaged on a full-time basis, being a person working 70 hours per fortnight and not specifically engaged on a fixed term or casual basis is entitled to full-time benefits.

(d) Part-Time Employment

(i) An employee engaged on a part-time basis, being a person engaged to work prescribed hours for less than 35 hours per week but for a minimum period of 7 hours per week, shall be paid an hourly rate on a pro rata basis to the appropriate full time rate of pay.

(ii) A part time employee is entitled to the provisions of this agreement on a pro rata basis.

(e) Fixed Term Employment

(i) An employee engaged for a specific period of more than one month is entitled to the provisions of this agreement according to the nature of their employment.

(ii) The nature of employment for a fixed term shall be full-time or part-time.

(iii) An employee engaged for a specific period of less than one month is to be engaged and paid as a casual employee.

(f) A Casual Employee;

(i) may be engaged to perform irregular, seasonal and on call work;

(ii) is engaged and paid as such;

(iii) shall be paid an hourly rate equivalent of the appropriate rate prescribed for the position; and

(iv) shall be paid a casual loading of 24.6% for each hour worked, in lieu of annual leave pursuant to the Annual Holidays Act 1944, and any other leave provision of this Agreement except Long Service Leave.

(g) Subsidised Employment Schemes

PLWH/A may employ subsidised employees in accordance with the requirements of the particular scheme. Subsidised employees who are required to attend off the job training are permitted to be absent from work without loss of continuity of employment to attend such training. However, except for any leave provided for in the particular scheme, failure to attend work or training without reasonable cause will result in loss of pay for the period of absence. Subsidised employees will be paid the appropriate rate as stated by the particular scheme.



(h) Probation

(i) All full-time and part-time employees will be subject to a probation period of 13 weeks (the first week being a period of induction) beginning on the day of commencement.

(ii) During the probation period either party may terminate the employment by giving one weeks notice or pay or forfeiture of a weeks pay in lieu of notice.

(iii) During the probation period the administration committee may review the conduct or performance and appointment of the employee when he/she:

- has not satisfactorily met the requirements of the position description; or
- has misled PLWH/A with regard to information given through the process of selection and appointment; or
- is unsuited to the position; or
- is non co-operative with the committee and/or staff with regard to expectations and instructions; or
- has been absent or late for work without a satisfactory reason; or
- is not working in the best interests of the organisation or those it is intended to serve.

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(iv) The administration committee may extend the probation period if in the 13 weeks period the employee has not had the opportunity to demonstrate their ability as to the primary function of that position.

(v) The employee may request an official endorsement from the Manager at the expiration of the probation period, but otherwise there shall be no official acknowledgment.

(vi) The employee is entitled to be informed of any dissatisfaction, and be granted a reasonable opportunity for defense or improvement prior to termination of employment except when serious misconduct occurred.

(vii) Any decision to terminate the employment of an employee on probation will be made on the recommendation of the Administration Committee to the Management Committee.

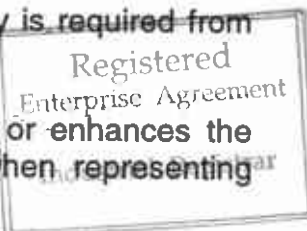
10. RESPONSIBILITIES OF EMPLOYEES

(a) Duty and Obligations of a Staff Member

Staff are expected to perform the duties of their position to the best of their ability with due skill, care, diligence and impartiality. Staff must inform the Manager of any situation that may cause or could imply a conflict of interest. Staff must provide reasonable assistance to all individuals, companies, authorities and other organisations. Staff must treat them, and other staff with courtesy and sensitivity.

Staff must not seek to or take advantage of any information or documents which they have accessed through PLWH/A. Confidentiality is required from all staff.

Staff are required to behave in a manner that maintains or enhances the reputation of PLWH/A in the course of their duties or when representing PLWH/A.



(b) Duty of Care

Staff are responsible for the careful use and protection of all PLWH/A property, and for ensuring official documents are kept in good order in accordance with the office procedures, as these are crucial for the functioning of PLWH/A.

Staff should use resources carefully and economically in all circumstances. PLWH/A operates on limited funds, so it is preferable to minimise waste of all kinds and to exercise self restraint in the use of funds and other resources.

Staff have a responsibility not to be negligent in the provision of advice and information to members of PLWH/A, public companies, organisations and other members of staff.

PLWH/A may be liable for damages for the economic loss sustained by persons who act on information or advice negligently given by staff of PLWH/A. Whenever staff provide information or advice to a member of the organisation or public, it is their duty to exercise reasonable care in its provision. The recipient of such is often relying on the accuracy of the employees comment to determine what action they should or could take.

Below are some guidelines in giving information and advice:

- (i) Staff need to be sensitive to the use the inquirer may make of the information or advice sought;
- (ii) Staff should exercise due care in informing and advising inquirers;
- (iii) When staff have doubts about the reliability of the

(e) An employee who has entered into a remuneration package agreement under this clause must provide receipts or other proof of expenditure in order to claim the expense as a fringe benefit.

(f) Any salary package negotiated must result in no impact on the PLWH/A budget above the salary level contained in Table 1 of this Agreement.

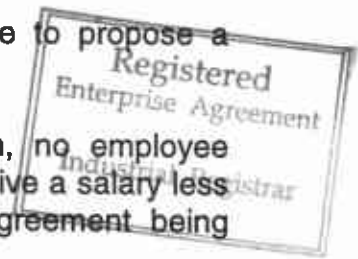
(g) The agreement, the terms and conditions of which shall be in writing and signed by both the employer and the employee, shall detail the components of the total remuneration package for the purpose of this agreement.

(h) PLWH/A shall ensure that the structure of any agreed package complies with taxation and other relevant laws.

(i) Salary packaging is only offered on the strict understanding and agreement that in the event that PLWH/A ceases to attract FBT exemption, all salary packaging arrangements will be terminated, providing the notice in accordance with subclause (j) of this clause is given. Within the said period of notice salaries would be re-negotiated.

(j) Either party must give at least two month's notice to propose a change to salary packaging arrangements.

(k) Should PLWH/A cease to attract FBT exemption, no employee employed at the date this agreement is registered may receive a salary less than the salary that applied immediately prior to this agreement being registered by the Industrial Relations Commission of NSW.



13. SALARY AND PERFORMANCE REVIEW

(a) On commencement an employee will be classified into the appropriate classification contained in Table 1, and will be paid the appropriate salary.

(b) A performance review of each employee will be undertaken by the Manager or direct line supervisor in consultation with the convenor each year before budget estimate consideration.

(c) On completion, the performance review will be handed to the administration committee who may review the employee's salary. Any salary review will be conducted within the salary range advertised for the position.

information or their authority to provide advice consider making these known to the inquirer and refer the inquirer to the relevant agency, staff member or take a message to be passed on to the relevant staff or Committee member;

- (iv) When staff are providing information or advice on a matter that has not been finalised, the interim or conditional nature of the information/advice should be made clear. In this instance it may be more appropriate not to comment or refer comment to the Convenor. When providing information or advice the nature of its confidentiality must always be considered.

(c) Public Comment on PLWH/A

Once a decision is made or policy determined, staff should abide by the decision or policy whatever their personal view and no matter how strongly they are held. In respect to the media the Convenor or their delegate are the only persons authorised to make public comment on behalf of PLWH/A. In the case of a delegated person making comment, their comment must remain within the terms of their delegated responsibility.

This is not to say that staff should not present their views where it is proper and relevant to so do in the process of formulating policy or making decision.

It is the duty of all staff to refrain from public airing any grievances they have associated with PLWH/A. Correct grievance procedures are to be followed in accordance with clause 42.

11. SALARY AND ENTITLEMENTS

Basis of Entitlements

- (a) An employee's salary will be in accordance with their appropriate classification in the Annex to this agreement, and paid as per Table 1 to this agreement.
- (b) Staff entitlements are set with the position on appointment, and are not tied to any award.
- (c) PLWH/A is committed to providing reasonable remuneration for the responsibility exercised and hours worked in the performance of an employee's duties.
- (d) Salary shall be paid fortnightly by cheque or electronic funds transfer, on a regular day, during working hours. A pay advice slip showing the employee's classification, the date of the payment, the period of employment to which the payment relates, gross salary, all deductions and the net amount paid shall be issued with each payment.

(e) Duration of service is calculated from the date permanent employment is commenced with PLWH/A. There is no allowance for previous employment.

(f) Each employee is responsible for meeting the necessary requirements to receive entitlements. If normal arrangements cannot be met the employee is responsible for making alternative arrangements, to the convenience of PLWH/A.

(g) PLWH/A is under no obligation to provide any entitlements outside this agreement except as provided by law.

(h) PLWH/A is not bound or expected to make any salary advances to an employee or provide any form of loan. This may be considered by the administration committee in cases of extreme hardship and only on the assurance that any money will be recovered. Provided that PLWH/A may choose to pay salaries in advance where the normal pay system is to be disrupted in the trust that the required hours will be worked.

(i) PLWH/A deducts income tax from an employee's salary. Any other deduction will be authorised in writing by the employee.

12. SALARY PACKAGING

(a) PLWH/A at the time of making of this agreement is exempt from any requirement to pay Fringe Benefits Tax ('FBT') on any legitimate fringe benefits provided to employees. As such, PLWH/A is able to offer salary packaging arrangements to employees that will result in a net benefit to employees, without incurring any additional costs.

(b) PLWH/A and an employee will agree to package up to 40% of the employee's salary to meet the salary package rates as prescribed in Table 1 of this Agreement to a non-salary fringe benefit. This means the employee will receive a proportion of the rate of pay in Table 1 as money, and the balance will be received in the form of fringe benefits.

(c) The following expenses may be deemed to be a fringe benefit for the purpose of this Agreement:

- (1) payment of rent or mortgage
- (2) payment of utilities
- (3) payment of personal loan repayments
- (4) payment of credit card expenses, except cash advances
- (5) payment of other genuine expenses by agreement

(d) An expense which may be claimed as a tax deduction may not be claimed as a fringe benefit.

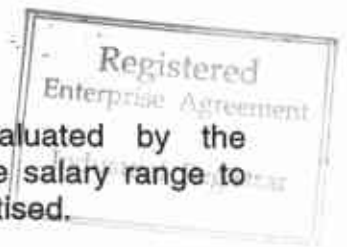


(d) The parties recognise there is no entitlement to an automatic incremental increases, as salary increases are based on merit and funds available to PLWH/A. The parties recognise that where the employee has received a successful performance review and the funds are available, there is a reasonable expectation that the employee will progress to the next step within their classification until the highest step is reached.

(e) A Performance Review Scheme will be developed in consultation with employees and will establish performance targets and indicators for an employee's performance. The Scheme intends to lead to the development and broadening of an employee's knowledge, skills and experience relevant to the performance targets. The Scheme encourages the development of relevant competencies and possible future career development.

14. RECLASSIFICATION

Where an employee's position is subsequently evaluated by the administration committee at a higher rate of pay than the salary range to which they have been appointed, that position will be advertised.



15. PAYMENT OF HIGHER DUTIES

An employee who is required to perform the duties of a higher level position will be paid at the appropriate level. The employee will be paid at the higher level whenever the employee has performed the duties of a higher level position for five days or more within a three week period. A permanent employee will not be paid at a lower level if required to perform the duties of a lower level position.

16. SUPERANNUATION

PLWH/A will make employer contributions based on the total remuneration package of each employee. Contributions will be in accordance with and at the minimum rates prescribed by the Superannuation Guarantee Administration Act 1992 as amended.

17. HOURS OF WORK

- (a) The ordinary working hours for a full-time employee is an average of seventy hours per fortnight.
- (b) The span of ordinary hours of work is Monday to Friday 8.00 am - 8.00 pm.
- (c) The office is to be staffed between the core hours of Monday to Friday 10.00 am and 6.00 pm, pursuant to the roster as arranged by the Manager. However, flexible hours during the ordinary span of hours can be negotiated with the Manager or delegated authority.

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18. OVERTIME AND TIME IN LIEU

- (a) While the working hours average seventy hours per fortnight, PLWH/A expects the employee to work whatever hours are reasonably necessary to fulfill the normal requirements and expectations of his or her position.
- (b) An employee may be required by the Manager or direct line supervisor to work overtime, and the employee will be entitled to accrue time in lieu of overtime at ordinary rates. That is, the employee will accrue one hour of time in lieu for each overtime hour worked.
- (c) Overtime may only be worked, and time in lieu may only be accrued with the prior approval of the Manager. Overtime does not apply to the Manager.
- (d) The Manager or direct line supervisor must give 24 hours notice that overtime will be required, except in a situation where the Manager considers it to be an emergency.
- (e) In any situation where an employee is requested to work overtime, the employee may decline to work overtime where it is unreasonable to request the employee to work the overtime.

19. ACCUMULATION OF TIME IN LIEU

(a) Time in lieu may accumulate, but only to a maximum of 35 hours. When an employee is holding 16 hours of time in lieu the Manager must take appropriate steps to ensure that the employee's time in lieu does not exceed 20 hours.

(b) Should accumulated time in lieu exceed 16 hours, the time in lieu in excess of 16 hours will be taken immediately within the next month at the Manager's discretion. The employee will work closely with the Manager to ensure the accrual and taking of time in lieu is controlled in the interests of both the employee and PLWH/A.

(c) Other than as described in sub-clause (b), time in lieu is to be taken at any later date mutually agreeable to the employee and the employer, provided that where no agreement is reached the Manager may require the employee to take time in lieu with at least 1 weeks notice.

(d) Up to a maximum of 35 hours accrued and untaken time in lieu will be paid out at the end of each financial year and/or on the termination of an employee's employment.

(e) The parties agree that staff TIL will be reviewed every six months with the manager and the administration committee and managed in the interests of the organisation.



20. ROSTERED DAYS OFF

(a) A full-time employee will accrue two rostered days off every six weeks. The process of scheduling rostered days off will be determined by the Manager.

(b) RDO's do not accrue, and must be taken in the pay period in which they occur or will be lost.

21. MEAL AND REST BREAKS

An employee will not be required to work more than five hours without a meal break of at least thirty minutes. Periods of ten minutes will be allowed for morning and afternoon tea.

22. ANNUAL LEAVE AND LEAVE LOADING

- (a) An employee is entitled to annual leave in accordance with the provisions of the Annual Holidays Act, 1944.
- (b) An employee is generally not allowed to take annual leave during the first three months of employment.
- (c) As far is practicable the Manager will take steps to ensure that the maximum amount of leave that an employee accrues is 6 weeks.
- (d) As far is practicable, the wishes of the employee will be taken into consideration when scheduling the taking of annual leave.
- (e) The rate of pay and annual leave loading of 17.5% will be paid on the gross salary package for the period of leave, except where periods of leave are one day or less.
- (f) On termination of employment (which includes resignation) for any reason other than in clause 43 (c) iii - vii, an employee is entitled to be paid an annual leave loading on accrued annual leave.

23. LONG SERVICE LEAVE

An employee is entitled to long service leave in accordance with the provisions of the Long Service Leave Act 1955.

On retirement or termination a permanent employee will be entitled to be paid long service leave after five years of service on a pro rata basis of three months for every ten years service. Pro-rata long service leave will not be paid if the employee is dismissed under clause 43 (c) iii - vii.

24. PUBLIC HOLIDAYS

- (a) A full-time employee is entitled to public holidays without loss of pay.
- (b) For the purposes of this clause a public holiday will be a day duly proclaimed as such day by the NSW Government.
- (c) Part-time employees are entitled to public holidays on a pro-rata basis for the number of public holidays per annum.
- (d) Casual employees are not entitled to paid public holidays.

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(e) By agreement, any employee is entitled to take up to 10 days as national days, cultural or religious days of significance, or indigenous, custom and traditional law leave in any calendar year. These days are to be nominated in advance by the employee giving at least one month's written notice to the Manager, and will be taken as:

- (i) an RDO; or
- (ii) time in lieu where the employee has accrued sufficient time in lieu; or
- (iii) unpaid leave;
by agreement of the employee and the Manager.



25. SICK LEAVE

(a) In the event of an employee becoming ill and unfit for duty, an employee is entitled to twelve days sick leave on full pay for each year of service. For the purpose of this clause, 'ill' includes stress and mental ill health.

(b) An employee will take all reasonable steps to notify the Manager of an absence and of the likely duration of the absence. Where possible this notification will be given within 3 hours of the beginning of the absence. Satisfactory proof of illness or injury, such as a medical certificate from a duly qualified medical practitioner must be provided by an employee after three days' absence.

(c) If the full period of sick leave is not taken in any year, the whole or any undertaken portion will be cumulative from year to year. There will be no payout of unused accrued sick leave on termination.

(d) On a case by case basis, and only where a medical certificate is supplied, an employee's annual leave may be re-credited if the employee is ill or injured during a period of annual leave. The employee must bring the matter to the attention of the Manager and the administration committee, and the Manager and the administration committee will make a decision to consider the absence as annual leave or sick leave having regard to the particular circumstances.

(e) Permanent employees may be entitled to thirty-five hours sick leave in advance at the discretion of the Manager. A medical certificate must be provided for such leave. Such leave taken in advance will reduce the following year's entitlement accordingly.

(f) Employees engaged for a fixed term are entitled to a proportionate amount of sick leave, according to how long the period of employment will be in relation to one year. Untaken sick leave may be carried into a subsequent contract up to a maximum of 35 hours, provided the interruption between two contracts is less than 3 months.

26. ADDITIONAL LEAVE FOR EMPLOYEES WITH HIV

(a) An employee with HIV is entitled to a further one hundred and forty hours' sick leave on full pay each year after other sick leave has been used. This entitlement is not cumulative.

(b) An employee with HIV seeking extended stress leave will be granted leave without pay, for a period up to six months if sick leave and special leave are not available.

27. PERSONAL AND CARER'S LEAVE

(1) Use of Sick Leave

(a) An employee other than a casual employee, with responsibilities in relation to a class of person set out in subparagraph (ii) of paragraph (c), who needs the employee's care and support shall be entitled to use, in accordance with this subclause, any current or accrued sick leave entitlement provided for in clause 25, Sick Leave for absences to provide care and support for such persons when they are ill. Such leave may be taken for part of a single day.

(b) The employees shall, if required, establish either by production of a medical certificate or statutory declaration, the illness of the person concerned and that the illness is such as to require care by another person. In normal circumstances, an employee must not take carer's leave under this subclause where another person has taken leave to care for the same person.

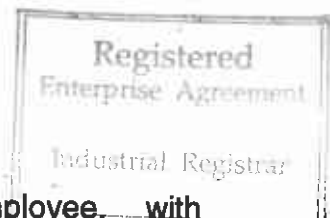
(c) The entitlement to use sick leave in accordance with this subclause is subject to:

(i) the employee being responsible for the care of the person concerned; and

(ii) the person concerned being:

(a) a spouse of the employee; or

(b) a de facto spouse, who, in relation to a person, is a person of the opposite sex to the first mentioned person who lives with the first mentioned person as the husband or wife of that person on a bona fide domestic basis although not legally married to that person; or



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

(d) a same sex partner who may or may not be living with that employee on a bona fide domestic basis; or

(e) a relative of the employee who is a member of the same household, where for the purposes of this paragraph:

(1). "relative" means a person related by blood, marriage or affinity;

(2). "affinity" means a relationship that one spouse because of marriage has to blood relatives of the other; and

(3). "household" means a family group living in the same domestic dwelling.

(f) a close friend

(d) An employee shall, wherever practicable, give the manager notice prior to the absence of the intention to take leave, the name of the person requiring care and that persons relationship to the employee, the reasons for taking such leave and the estimated length of absence. If it is not practicable for the employee to give prior notice of absence, the employee shall notify the employer by telephone of such absence at the first opportunity on the day of absence.

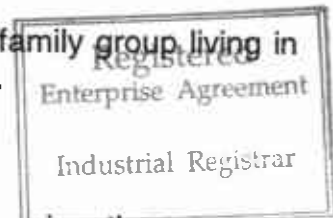
(2) Unpaid Leave for Family Purpose

An employee may elect, with the consent of the employer, to take unpaid leave for the purpose of providing care and support to a member of a class of person set out in subparagraph (ii) of paragraph (c) of subclause (1) who is ill.

28. BEREAVEMENT LEAVE

(a) An employee will be entitled to 3 days' paid leave on each occasion, for the bereavement of a significant other. A significant other is defined as a close friend, partner or family member i.e. spouse, defacto spouse, parent (natural, foster, parent-in-law or step-parent), grandparent, sibling, or child (natural, foster or adopted).

(b) Reasonable evidence of the reason for this leave will be provided to the Manager on request.



29. SPECIAL LEAVE

(a) An employee is entitled to 3 days paid leave per year for a special occasion. An example of a special occasion may be moving house.

(b) The entitlement to special leave is determined by the Manager, is not cumulative and is not paid out on termination of employment.

30. CHILD CARE

In the event of an emergency where a staff member has the care and control of a child he/she may at the discretion of the Manager supervise the child in the office for a period of up to two hours, ~~or may request a special leave day without notice.~~

31. LEAVE WITHOUT PAY

(a) An employee may be entitled to 5 days unpaid leave in each twelve months of service at mutually agreed times, with the prior approval of the Manager. This leave shall not be cumulative.

(b) Where a permanent employee has completed at least two years continuous service, leave without pay may be granted for a period of not more than 52 weeks if good and sufficient reason is shown. Such leave will not be available unless the employee has used all accumulated Annual Leave and Long Service Leave. Such leave will be authorised by the Manager. Subject to the foregoing conditions, such leave will not be unreasonably withheld. Leave without pay will not break continuity of service but will not count as service for the purpose of accrual of entitlements.

32. JURY LEAVE

Where an employee is required to attend for jury service during ordinary working hours PLWH/A will reimburse an amount equal to the difference between the fee paid by the court and the employee's basic daily pay. The employee will notify the Manager of the date of jury service as soon as possible and will provide evidence of attendance, duration of attendance and the amount of the fee paid by the court.

33. BLOOD DONATION

An employee shall be entitled to paid leave where such leave is for the purpose of donating blood. Where an employee takes leave under this clause, the Manager may request written proof that leave has been taken for such purpose.

34. CHRISTMAS LEAVE

An employee is entitled to leave on full pay for ordinary working days falling

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between Christmas Day in one year and New Year's Day in the succeeding year.

35. EDUCATION LEAVE

(a) A full-time permanent employee will be entitled up to a maximum of four hours' paid leave per week during semester time only, to attend courses of study approved in advance by the Manager. The actual hours approved will depend on study time of the employee and the convenience of the Manager.

(b) Part-time and fixed term employees are entitled to pro-rata education leave.

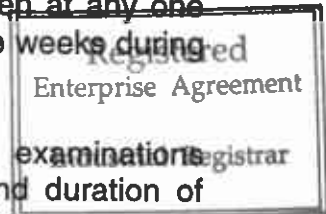
(c) Such leave may be accumulated throughout the year and taken prior to examinations, provided that the maximum to be taken at any one time will be one week. Hours can only be accumulated for the weeks during which course attendance is required.

(d) An employee will be entitled to paid leave to attend examinations approved by the Manager. Leave will cover travel time and duration of examination.

(e) The employee is not entitled to this leave during term or semester breaks.

36. CONFERENCE LEAVE

An employee may, with the prior approval of the Manager, attend work related conferences during normal working hours without loss of pay. This includes traveling time to and from the conference.



37. PARENTAL LEAVE

(a) An employee is entitled to parental leave in accordance with the provisions of the Industrial Relations Act 1996.

(b) An employee with at least twelve months' continuous service, is entitled to up to 2 months paid parental leave and up to ten months un-paid parental leave.

38. ALLOWANCES AND EXPENSES

(a) An employee will be reimbursed for all reasonable expenses incurred in the course of their duties, provided that;

(i) proof of the expense is provided by the employee; and

(ii) prior approval has been granted by the Manager.

(b) An employee will be reimbursed for expenses at the rates prescribed in Table 2 of this agreement where an employee is required to travel other than to and from the usual place of employment.

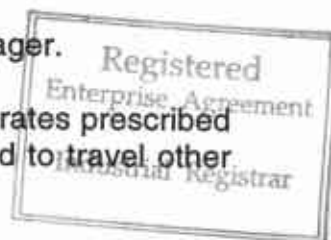
(c) With the prior approval of the Manager, an employee required to work beyond 9.30 pm or otherwise as determined by the manager will be entitled to a paid taxi fare to his or her home.

(d) If an employee is required to use their private motor vehicle on official business and such use is approved by the Manager prior to this use, an allowance at the rates prescribed in Table 2 of this Agreement will be paid. Vehicles used under this clause must be covered by comprehensive insurance.

(e) If an employee is required to use their personal telecommunications on behalf of PLWH/A, these identified costs will be reimbursed.

39. FIRST-AID

If an employee who holds a current first-aid certificate issued by the St John's Ambulance Association or Australian Red Cross Society or equivalent qualification, is required by PLWH/A to perform first-aid duty, an allowance at the rate prescribed in Table 1 of this Agreement will be paid.



40. AMENITIES

PLWH/A will provide reasonable:

- (i) toilet and washing facilities;
- (ii) heating and cooling for the safe and healthy functioning of the workplace;
- (iii) kitchen and staff amenities;
- (iv) rest area for employees; and
- (v) space for a Union notice board.



41. UNION BUSINESS

- (a) A maximum of two hours per week will be given to the union representative for bona fide union business.
- (b) An employee nominated by the Union will be entitled to a maximum of five days' paid leave per annum to attend Trade Union Training Authority courses. Attendance will be at the convenience of PLWH/A. An employee will give the Manager at least two weeks' notice of attendance at such courses. Such leave does not accumulate, is non-transferable and is not paid out on termination of employment.

42. GRIEVANCE AND DISPUTE SETTLING PROCEDURE

- (a) In the event of a dispute arising out of disciplinary action or from any claim for any other reason, the following procedure will apply:

Step 1: The grievance should be raised with the individual concerned.
For example:

- co-worker
- employee and client
- employee and immediate supervisor

Step 2: If the grievance remains unresolved the matter should be referred to

- the manager

Where the grievance exists between the employee(s) and the Manager, the convenor will attempt to resolve the grievance.

Where the grievance exists between the Manager and convenor, the administration committee will attempt to resolve the grievance.

Minutes/notes should be taken of any discussion. Reasonable time should be given for the grievance to be rectified. If a verbal warning is given the person giving the warning must ensure that the person involved understands the warning.

Step 3: If the grievance remains unresolved the grievance should be put in writing. A minimum of 7 days should be given for the recipient to respond.

Should the grievance remain unresolved the matter will be referred to an external facilitator agreeable to all parties. In the situation where it is between employees the manager will be part of the process. In the situation where it is between employee(s) and the manager the convenor will be part of the process. In the situation where it is the manager and convenor will be part of this process. In the situation where it is the manager and convenor a representative from the administration committee will be part of the process. The employee has the right to union representation and/or nominee representation. The employer has the right to employer representation. Minutes/notes must be taken of any discussion. No disciplinary actions to be taken prior to consideration of both sides of the grievance.

Every opportunity should be given to rectify the grievance.

If the grievance relates to a employee's performance or behavior a written warning outlining the cause for concern and setting out what is an acceptable standard may be given.

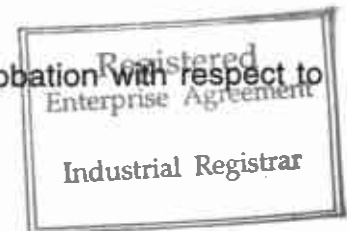


Step 4: In the event of failure to resolve the dispute by means of amicable agreement between the parties, such parties to the award may notify the matter to the Industrial Registrar of New South Wales, pursuant to section 130 of the Industrial Relations Act 1996. The parties will then attempt to reach a settlement at the conciliation stage of the compulsory conference so called.

Should a settlement not be reached by conciliation, the dispute shall proceed to arbitration in the normal manner and both parties agree to accept the decision of the relative industrial tribunal, subject to each party's rights under the Act.

The parties to any grievance or dispute understand and agree that normal work will continue while the above is being followed. No party shall be prejudiced as to final settlement by the continuance of work in accordance with the disputes procedure. Provided that nothing in this subclause shall be taken to limit the employer's right to summarily dismiss any employee for misconduct which justifies instant dismissal.

(b) This clause shall not apply to employees on probation with respect to performance and disciplinary matters.



43. **TERMINATION OF EMPLOYMENT**

(a) A permanent employee must give at least two weeks written notice of termination of employment to the Manager. If less than two week's notice is given, the administration committee has the right to withhold monies for the equivalent period that notice is not provided in accordance with this provision.

(b) PLWH/A must provide at least two weeks written notice of termination of employment to an employee. If less than two weeks notice is given, PLWH/A must provide payment in lieu of such notice for the equivalent period that notice is not provided in accordance with this provision. Provided that PLWH/A may dismiss an employee without notice for misconduct which justifies instant dismissal under clause (c) (vi) below.

(c) PLWH/A may terminate an employee's employment for a reason including, but not limited to any of the following:

- (i) termination of funding; or
- (ii) disbanding of the organisation; or
- (iii) failure to resume duties without notice and satisfactory reason(s) 1 week after the expected resumption of duties after a period of leave; or

- (iv) failure to give notice or meet requirements under the conditions listed for leave provisions pursuant to this agreement; or
 - (v) unsatisfactory performance of duties after the procedures in Section 42 has been carried out; or
 - (vi) misconduct or irresponsibility by the employee such as willful disobedience, refusal to follow lawful and reasonable instructions, dishonesty, fraud, sexual harassment, physical assault, severe emotional assault, breach of confidentiality and serious breach of PLWH/A policies and guidelines; or
 - (vii) serious breaches of the Occupational Health & Safety Act 1983.
- (d) A decision to terminate employment will be made by the Management Committee. This will follow a recommendation from the Manager or Convenor (where appropriate) through the administration committee.
- (e) The Manager has the right to suspend an employee with pay, pending the outcome of a management committee meeting to consider termination of the employee's employment. The convenor has the right to suspend the Manager from attending work, pending the outcome of a management committee meeting to consider termination of the Manager's employment. Suspension may occur where it is regarded that PLWH/A, other staff, or users of the service may be at risk were the employee to remain in the workplace. During the period of suspension, the employee is entitled to ordinary pay. Upon termination no payment under this provision may be recovered.
- (f) The Management Committee may indefinitely suspend an employee with full pay, pending the outcome of an investigation of any complaint or charge against the employee, made within or outside the organisation.
- (g) At the termination of employment under clause (c) (i) & (ii) the employee is entitled to the payment of all accrued entitlements, in addition to salary due.
- (h) The management committee has the right to deduct any salary which are rightfully due from termination pay.

44. REDUNDANCY

- (a) In the event of an employee being made redundant;
- (i) the period of notice of termination of employment will be in accordance with Table 3; and
 - (ii) the severance payments made to an employee will be in accordance with Table 4 of this Agreement.
- (b) Subclause (a) of this provision applies to part-time and full-time employees, but shall not apply to casual employees or employees engaged on a fixed-term contract.
- (c) Employment cannot be terminated pursuant to this provision without first examining the possibility of continued employment in a suitable or comparable position. Accrued leave, or leave without pay may be considered where continued employment is not immediately available but it is known that it will become available in due course. Where continuation of employment is impossible an employee may be terminated as a result.
- (d) PLWH/A believes that it has an obligation to employees affected by redundancy. An employee who has been made redundant will be given preference when applying for a vacant position provided that the employee has received a satisfactory performance appraisal and has demonstrated the ability to do the job. Provided that this clause will not apply where the employee has been paid severance pay pursuant to subclause (a) of this provision. This clause will apply to permanent and fixed-term contract employees with more than twelve months' continuous service.
- (e) A redundant employee can terminate his or here employment during the period of notice without loss of redundancy benefits or payments. The employee will not be entitled to payment for the notice period not worked.
- (f) An employee will be entitled to one day per week during the period of notice for the purpose of seeking alternative employment. If more than one day is required the employee must produce proof of employment-seeking activity.
- (g) Where PLWH/A has insufficient funds to pay severance payments, PLWH/A may apply to the Industrial Relations Commission to be exempted from making such payments.



45. RECOVERY OF FUNDS

(a) PLWH/A has the right to recover salary or leave payments owed or outstanding by an employee. The Manager will attempt to negotiate voluntary recovery with the employee. In the case of the Manager, the Convenor will attempt to negotiate voluntary recovery. If negotiations fail the Administration Committee may make appropriate deductions from the employee's salary or termination pay.

(b) The recovery of funds will apply to:

- (i) personal expenses incurred upon the organisation; and
- (ii) over-payments and payments in advance.

(c) If appropriate PLWH/A may take legal action to recover funds. In cases of recovery action being taken by PLWH/A, the employee will be entitled to the right of representation and appeal in accordance with relevant laws.

46. SIGNATORIES

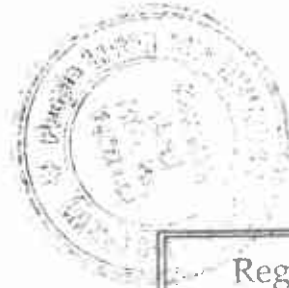
Signed for and on behalf of
PLWH/A

Phillip Medcraft Phillip Medcraft
Convenor

[Signature]
Witness

27. 4. 98.
Date

The Common Seal of
PLWH/A (NSW) Inc.



Registered
Enterprise Agreement
Industrial Registrar

Signed for and on behalf of the Australian Services Union, party to this
Agreement

Dawn Kottly
Industrial Officer

[Signature]
Witness

27. 4. 98.
Date

Table 1 - Classifications Levels (salary packaged)

Level 1 - General Staff		
Step 1		\$25,000
Step 2		\$26,750
Step 3		\$28,500
Step 4		\$30,250
Level 2 - Project Officers		
Step 1		\$32,000
Step 2		\$34,000
Step 3		\$36,000
Step 4		\$38,000
Level 3 - Senior Project Officers		
Step 1		\$39,750
Step 2		\$41,500
Step 3		\$43,250
Step 4		\$45,000
Level 4 - Manager		
Step 1		\$47,333
Step 2		\$49,666
Step 3		\$52,000



ANNEX

Classification Levels

Level 1 - General Staff

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

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

Other characteristics of the Level 1 classification may include:

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



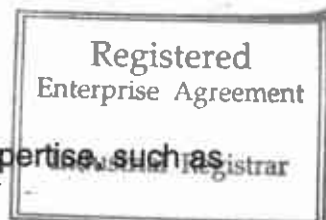
Level 2 - Project Officer

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

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

Other characteristics of the Level 2 classification may include:

- may possess or be required to develop some particular area of expertise, such as a particular health or professional area
- has demonstrated experience in HIV/AIDS issues relevant to the position
- maintains a professional understanding of HIV/AIDS issues relevant to the position
- may represent PLWHA (NSW) Inc interests in the community with other service providers on a professional basis, within guidelines set by PLWHA (NSW) Inc
- fosters relationships and liaises with other relevant service providers
- may prepare and provide expert advice to other employees or on behalf of PLWHA (NSW) Inc
- conducts evaluation of existing and new programs
- may prepare and present reports related to any work undertaken
- reports to a Level 3 or a Level 4
- may undertake the work of Level 1



Level 3 - Senior Project Officer

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

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

A Level 3 will report to the Manager but would not ordinarily receive instructions as to the performance of his or her duties.

Other characteristics of a Level 3 classification may include:

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

Level 4 - Manager

An employee classified as a Level 4 is employed as the Manager of PLWHA (NSW) Inc and is responsible for the overall provision of the diverse programs and services within the organisation. A Level 4 is expected to exercise substantial discretion and decision making within the organisation and display substantial initiative in the performance of their duties.

A Level 4 will manage all aspects of the diverse programs and services operating in the organisation and may be called on to participate in the strategic development of existing or new programs or services.

A Level 4 will report to the Committee of PLWHA (NSW) Inc but would not ordinarily receive instructions as to the performance of his or her duties.

Other characteristics of a Level 4 classification may include:

- responsibility for the recruitment and professional development of employees
- responsibility for the development of position descriptions and job design within the structure of the programs of the organisation
- participate in the process of terminating an employee's employment
- has demonstrated experience in HIV/AIDS issues relevant to the position
- maintains a professional understanding of HIV/AIDS issues relevant to the position
- represent PLWHA (NSW) Inc in an official capacity, within the scope of the programs and services for which they are responsible
- assist in the development of lobbying strategies and other strategic work
- is responsible for developing budget proposals or determining budgets or making recommendations on financial issues as required or requested
- is responsible for the implementation and management of budgets within the organisation
- responsible for the production of reports as required or requested



Table Two- Allowances

(Rates and Allowances will be reviewed on an annual basis to consider the impact of CPI)

Motor Vehicle Rate	41 cents per kilometre
Travel Allowances	
Meals	
Breakfast	\$8.00
Lunch	\$10.00
Dinner	\$19.00
Accommodation	
Capital city per day	\$105.00
Elsewhere per day	\$65.00
First-aid	
Per week	\$6.00



Table Three - Minimum Periods of Notice

Period of Continuous Service	Notice Period Under 45 years	45 years and over
Less than 1 year	2 weeks	2 weeks
1 year and less than 3 years	2 weeks	3 weeks
3 years and less than 5 years	3 weeks	4 weeks
5 years and over	4 weeks	5 weeks

Table Four - Severance Payments

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