

Answer to a question on notice by the Uniting Church in Australia, Synod of Victoria and Tasmania.  
Asked at a public hearing in Canberra on 3 October 2018; received 4 October 2018.

In terms of the question from the Committee in terms of a situation where a Synod employee faced a threat of violence or harassment in or around the workplace in a situation of family violence, the Synod would apply its OH&S polies and principles to ensure the safety in the workplace.





## DECISION

*Fair Work Act 2009*

s.185—Approval of enterprise agreement

### **The Uniting Church in Australia Property Trust (Victoria) T/A The Uniting Church in Australia Synod of Victoria and Tasmania (AG2015/975)**

### **LAY STAFF COLLECTIVE EMPLOYMENT AGREEMENT 2015**

Clerical industry

SENIOR DEPUTY PRESIDENT ACTON

MELBOURNE, 4 MAY 2015

*Application for approval of the Lay Staff Collective Employment Agreement 2015.*

[1] An application has been made for approval of an enterprise agreement known as the *Application for approval of the Lay Staff Collective Employment Agreement 2015* (the Agreement). The application was made pursuant to s.185 of the *Fair Work Act 2009* (the Act). It has been made by The Uniting Church in Australia Property Trust (Victoria) T/A The Uniting Church in Australia Synod of Victoria and Tasmania. The agreement is a single-enterprise agreement.

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

[3] The application was not lodged within 14 days after the agreement was made. Pursuant to s.185(3)(b), in all the circumstances I consider it fair to extend the time for making the application to the date it was actually made.

[4] The Agreement is approved and, in accordance with s.54, will operate from 11 May 2015. The nominal expiry date of the Agreement is 3 May 2018.

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

SENIOR DEPUTY PRESIDENT ACTON

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The Uniting Church in Australia  
Synod of Victoria and Tasmania

# Lay Staff Collective Employment Agreement 2015

(LSCEA)

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## **1 Synod purpose, mission and values**

### **1.1 Purpose**

The purposes of the Uniting Church in Australia (UCA) include providing for the worship of God, proclaiming the Gospel of the Lord Jesus Christ, promoting Christian Fellowship, nurturing believers in the Christian faith, engaging in mission, assisting in human development and toward the improvement of human relationships, and meeting human needs through charitable and other services.

The Victorian and Tasmanian arm of the UCA is governed by its Synod which meets periodically and is responsible for major policy decisions of the church. Throughout the year when the Synod is not in session an elected Standing Committee acts on behalf of the Synod.

In order to support and conduct the ministry and business of the Synod professional and administrative staff are necessary and are employed at the Synod Offices.

Staff of the Synod offices facilitate the mission and ministry of the UCA by providing advice and support to Uniting Church congregations, presbyteries and agencies throughout the states of Victoria and Tasmania.

Staff requirements to achieve effective support are diverse and include both ordained staff and lay (non-ordained) staff who provide expertise in the fields of accounting, administration, community services, education (theological and lay), finance, human resources, legal, mission planning, property, resource planning and social justice.

### **1.2 Mission**

As an employer, we express the ethos of Christianity to love one another, to live justly and to seek the reconciliation and renewal of all creation by respecting ourselves and all whom we serve and employ.

We strive to do so by:

- Being inclusive
- Acting and advocating for a just society
- Working for peace and justice in the world
- Having an openness to the wisdom of people of other faiths and views
- Implementing environmentally sustainable practices

### **1.3 Values**

Our workplace is one that values:

#### **Justice**

- Welcomes people speaking for themselves and on behalf of others
- Hears all voices and contributions
- Actively removes discrimination

#### **Inclusion**

- Actively fosters diversity and open communication
- Welcomes different thoughts, ideas and contributions

#### **Compassion**

- Acknowledges and values the whole person
- Seeks to be responsive to people's needs

#### **Shared leadership**

- Works collaboratively
- Shares knowledge
- Uses consultative decision-making

### **Respect**

- Values all people, roles and contributions
- Creates an environment where we and our work flourish

### **Integrity**

- Does the right thing for the right reasons
- Acts ethically with appropriate accountability and transparency
- Aligns policy and practice
- Expects honesty from all staff, in their relationships with each other, their external partnerships and with society

### **Wise stewardship**

- Makes responsible and sustainable use of resources
- Ensures we have the skills to perform our jobs
- Provides opportunity for professional development
- Works collaboratively to utilise our strengths and diverse talents

### **Innovation**

- Generates ideas and translates them into workplace improvements
- Reflects on experience and is open to new ways of doing things
- Values continuous improvement to our work practices and systems

## **2 Principles of this Agreement**

The parties to this Agreement are committed to:

- The principles of natural justice including but not restricted to good faith, procedural fairness and timeliness, and to applying those principles to all parts of this Agreement; and
- Creating and sustaining Synod workplaces which are healthy and safe.

## **3 Equal Opportunity**

### **3.1 First Peoples**

Since 1994 the Uniting Church in Australia has been committed to a covenanting relationship with the Uniting Aboriginal and Islander Christian Congress (UAICC) which fosters just, inclusive and equal relationships, recognising the place of First Peoples in Australia.

*Covenanting* is the Uniting Church's word for the process of reconciliation with Aboriginal and Torres Strait Islander people. It is about exploring together how we might 'action' reconciliation. The Uniting Church continues to see reconciliation with Indigenous people as essential to the life and health of the Church and Australian society.

### **3.2 Affirmative Action**

The Synod adopts the statement of the Affirmative Action Agency regarding employment of women which states that the Uniting Church in Australia, Synod of Victoria and Tasmania; is an Affirmative Action (equal employment opportunity for women) employer.

Affirmative action is positive action designed to remove barriers and problems that women face in employment, with the ultimate aim to achieve equal employment opportunity.

The guiding principle in employment matters is that of merit. The aim of Affirmative Action is to get the best person for the job, without regard to the gender of the applicant.

### **3.3 Valuing diversity**

The Synod is an inclusive workplace that values fairness, equity and diversity and is committed to:

- a) ensuring employees work within and apply workplace diversity principles, especially in leadership and management practices and behaviours in the Synod;



- b) fostering a culture that acknowledges and promotes diversity and includes the prevention and elimination of discrimination in all forms; and
- c) continued development and implementation of strategies to reduce barriers to employment.

### **3.4 Sexual harassment**

The Synod will seek to prevent sexual harassment of employees and take immediate action if harassment is alleged to occur. The Synod has a separate sexual harassment policy and complaints procedure.

### **3.5 Anti-discrimination**

The parties to this Agreement agree that:

#### **3.5.1 Intention**

It is their intention to achieve the principal object in section 3(e) of Division 2 of Part 1-1 of the *Fair Work Act 2009*, which is to respect and value the diversity of the workforce by helping to prevent and eliminate discrimination at their enterprise on the basis of race, colour, sex, sexual preference, age, physical or mental disability, marital status, family responsibilities, pregnancy, religion, political opinion, national extraction or social origin; and

#### **3.5.2 Anti-discrimination dispute**

Any dispute concerning these provisions and their operation will be progressed initially under the dispute resolution procedure in this Agreement; and

#### **3.5.3 Compliance**

Nothing in these provisions allows any treatment that would otherwise be prohibited by anti-discrimination provisions as applicable in Commonwealth, State or Territory legislation; and

#### **3.5.4 Not prohibited**

Nothing in these provisions prohibits any discriminatory conduct (or conduct having a discriminatory effect) that is based on the inherent requirements of a particular position.

## **4 Scope of this Agreement**

### **4.1 Date of Agreement**

This agreement will operate from the date seven (7) days after it is approved by the Fair Work Commission (FWC).

### **4.2 Parties to this Agreement**

**4.2.1** The Uniting Church In Australia, Synod Of Victoria and Tasmania ("the Synod") whose office is situated at 130 Little Collins Street, Melbourne.

**4.2.2** The staff employed by the Synod at any of the following Synod sites:

- a) 130 Little Collins Street, Melbourne
- b) Centre for Theology and Ministry, 29 College Crescent, Parkville
- c) Narana, 410 Torquay Road, Geelong
- d) Synod Tasmania, 96 Margaret Street, Launceston TAS
- e) Bethel Pastoral Centre, 56 Doncaster Road, Balwyn North
- f) UAICC Tasmania, 280 Main Road, Glenorchy TAS

**4.2.3** Australian Services Union.

**4.2.4** Employees subsequently employed by the Synod at any of the sites referred to in 4.2.2. or at any new sites opened by the Synod.

### **4.3 Staff employed under this Agreement**

**4.3.1** The Synod has agreed to employ all employees covered by this Agreement on the terms and conditions set out in this document.

In accordance with this Agreement, the Synod will engage all employees in one of the following categories:

- a) Permanent employees who may be engaged on a full-time or part-time basis;
- b) Fixed term employees who may be engaged on a full-time or part-time basis;
- c) Casual employees.

**4.3.2** Prior to commencement the Synod will inform each employee of the terms of his or her employment in particular, whether they are to be engaged on a full-time, part-time, casual or fixed term basis.

#### **4.3.3 Pro rata entitlements**

Part-time employees receive on a pro rata basis, equivalent salary and conditions to those of full-time employees.

### **4.4 Staff not employed under this Agreement**

This Agreement will not apply to the following:

- Ordained and Lay Staff who are in an approved Uniting Church in Australia placement
- Staff of Dalton McCaughey Library
- Field staff employed by the UnitingCare Early Childhood Unit
- Staff of Uniting AgeWell Victoria and Tasmania
- Staff of Uniting Church Camping
- Staff of UnitingCare Agencies

### **4.5 Dates of operation**

#### **4.5.1 Existing employees**

This Agreement will operate from the date seven (7) days after it is approved by the FWC.

#### **4.5.2 New employees**

This Agreement will be provided to each prospective employee of the Synod with their offer of employment document and will take effect from the date of commencement of employment.

This Agreement sets out the terms under which employees are employed by the Synod. Each employee's individual position description and remuneration package will be the subject of an individual letter of engagement.

### **4.6 Replacement Agreement**

This Agreement supersedes all other employment conditions which were in place as at the commencement date of this Agreement.

#### 4.7 Savings clause

No employee shall suffer any loss or diminution of entitlements (whether accrued or otherwise) of terms and conditions of employment in place immediately prior to the commencement of this Agreement.

#### 4.8 Nominal expiry and re-negotiation of Agreement

The nominal expiry date of this Agreement is three (3) years from the day on which the FWC approves the Agreement.

If this Agreement is not replaced by a subsequent enterprise agreement, it will remain in effect in accordance with the *Fair Work Act 2009*.

#### 4.9 Definitions and interpretation

The following definitions will apply in this Agreement, unless otherwise indicated by the context or subject matter.

REF	TERM	DEFINITION
1.	Advisor or Representative	A person (manager of employee) who is trained to support and provide advice to parties raising or responding to a grievance.
2.	Advocate or Representative	A person who speaks on behalf of an employee who is party to a grievance, dispute, discipline or termination procedure.
3.	Agreement	Agreement means the enterprise agreement as found in this document and approved by the Fair Work Commission.
4.	Casual employee	<p>Casual employment is defined as short term or temporary, involving irregular hours and is not guaranteed to be ongoing.</p> <p>Generally speaking, casual employees are employed on an hourly, daily or weekly basis without any commitment (from the employee or employer) that the employee will have the job on a permanent or guaranteed basis.</p> <p>Casual employees don't usually work set hours, although some casual workers do work long, regular hours.</p> <p>Casual workers are also often employed on an as needed basis. Some casual workers may experience long periods of time between being offered shifts.</p>
5.	Conciliator	A neutral third party who facilitates conciliation conversations as part of a notified procedure as defined in the Synod Grievance Resolution Policy.
6.	Coordinator	A person responsible for the overall management of a notified procedure as defined in the Synod Grievance Resolution Policy.
7.	Director People & Culture	The Director People & Culture of the Synod.
8.	Employee	A person employed by the Synod to work in a position covered by this Agreement.
9.	Ex-gratia leave	Providing leave on an ex-gratia or gift basis means providing leave where there is no employee entitlement to leave and no employer obligation to provide that leave.
10.	Extraordinary Circumstances	Extraordinary Circumstances are circumstances that occur out of the ordinary and are differentiated from the normal day to day business of the Synod.

11.	Executive Director	Associate General Secretary, Executive Director, Commission for Mission, Executive Director, UCA Funds Management, Executive Director Administration and Finance, Executive Director, Centre for Theology and Ministry, Director Communications, Director People & Culture, State Director UAICC.
12.	Fixed term or limited tenure employee	A full-time or part-time employee who is employed for a specific period.
13.	Full-time employee	A full-time employee is an employee who works 37.5 hours per week on a continuous and regular basis.
14.	General Secretary	The General Secretary of the Synod of Victoria and Tasmania.
15.	Lay Staff	Employees of the Synod who are not ordained or in a Synod placement.
16.	Major event	A Major Event is an event or activity that continues for three or more days. This definition covers but is not limited to the Synod Meeting.
17.	Manager	A person appointed to manage a project or area.
18.	Natural Justice/ Procedural Fairness	The process is fair, gives both parties the opportunity to respond to others comments, and the decision making is based on sound evidence and free from bias.
19.	Parties	The persons who are directly involved or interested in any act, contract, transaction, legal proceeding or agreement.
20.	Part-time employee	An employee who works less than 37.5 hours but at least 7 hours per week on a continuous and regular basis. This definition excludes full-time staff defined in clause 4.9.
21.	Performance	The work related activities expected of an employee and how well those activities are executed.
22.	Placement	Appointment to a ministry through the UCA's process of discernment used to place people (usually Ministers of the Word) in a ministry which best matches their gifts.
23.	Supervisor	A person responsible for the supervision of another employee.
24.	Support person	A person who accompanies an employee during a dispute or grievance and may provide support in a number of ways including preparing for meetings, taking notes during meetings and debriefing after meetings.
25.	Synod	The Uniting Church in Australia Synod of Victoria and Tasmania.
26.	Synod Meeting	The meeting of the Synod which occurs periodically.
27.	Synod Leadership Team	Senior executive staff as nominated by the General Secretary.
28.	UCA	Uniting Church in Australia.
29.	Unit	The section of the Synod in which an employee works.

Note: In some situations the manager and supervisor will be the same person reference to the singular includes the plural.

## **5 Terms of employment of staff**

### **5.1 Probationary period**

#### **5.1.1 Duration**

Unless otherwise specified, all new employees other than casual employees will be engaged for an initial probationary period of three (3) months.

#### **5.1.2 Extension**

At any time during the initial probationary period the executive director may approve written notice to be provided to the employee extending the probationary period for up to a further three months.

However, this extension may be made only on reasonable grounds, such as:

- a) there has been a significant period of interruption to the employee's service during the probationary period, whether by illness or otherwise;
- b) the Synod requires a longer probationary period to properly assess the employee's ability to perform at the required level.

The probationary period may only be extended once.

#### **5.1.3 Notice during probationary period**

At any time during the probationary period (or extended probationary period as the case may be) either the Synod or the employee may end the employment by one (1) week's written notice to the other party. The Synod may make payment to the employee in lieu of notice.

#### **5.1.4 Performance**

If at any time during the probationary period disciplinary action is required, the employee shall be informed that she or he may have another employee who does not work within that Unit present at the interview in order to assist, or if necessary, advocate for that employee.

#### **5.1.5 Review during probationary period**

At the completion of approximately six (6) weeks (and in any event not later than the eighth week) of the initial probationary period the manager will review the employee's progress with the employee to identify any areas of concern. The manager will promptly inform the executive director of the completion and outcome of this review.

A further review will be conducted by the manager at least five (5) business days prior to the completion of the probationary period or extended probationary period.

#### **5.1.6 Conclusion of probationary period**

At the conclusion of the probationary period (or extended probationary period as the case may be) the employee will be notified in writing of the completion of their probationary period. After the end of the probationary period termination of employment will be governed by clause 17 of this Agreement.

### **5.2 Casual employees**

#### **5.2.1 Conclusion of Employment**

Clause 5.1 does not apply to casual employees. A casual employee's employment may be ended at any time by the Synod advising the employee that there is no casual work available, or the employee advising the Synod that they are not available for casual work.

#### **5.2.2 Conversion to permanent employment**

Where a casual employee works regularly in the same position for a consistent number of hours for a period of twelve (12) months that employee has the right to request that their employment be converted to permanent part-time or full-

time. Such a request must be submitted in writing to the relevant executive director and will not be unreasonably refused.

## **6 Hours of Employment**

### **6.1 Ordinary hours of employment**

The ordinary hours of work for full-time employees, as defined in clause 4.9 are 37.5 hours per week.

Employees are required to work their ordinary hours between 7.30 am and 6.30 pm, Monday to Friday, or at such other times as determined by the employee's manager. If work is to be undertaken outside these hours then mutual agreement of the employee and manager is required.

### **6.2 Tea and meal breaks**

One paid ten (10) minute break may be taken each day for morning tea and one paid ten (10) minute break may be taken each day for afternoon tea.

Between thirty (30) minutes and one (1) hour is allowed for unpaid meal breaks. The length of time will be negotiated between the employee and their manager. Employees who work for more than five (5) continuous hours are entitled to a meal break of at least thirty (30) minutes to be taken at any time in the five (5) hour period, subject to workflow and manager approval.

### **6.3 Public Transport strikes, equipment breakdown, stoppage or other emergencies**

On days of public transport strikes, equipment breakdown, stoppage or other emergencies, the workplace will be open to operate normally unless employees are advised otherwise.

If the workplace remains open in such circumstances then any employee who is absent from work or may not be usefully employed for more than three (3) days may be required to take annual leave or unpaid leave for that period of absence, or, by agreement with their manager, they may be required to work additional hours to make up the lost time. Any unpaid leave or annual leave taken during any such period does not break the continuity of employment of the employee for the purpose of any entitlements.

### **6.4 Public Holidays**

#### **6.4.1 Full-time and part-time employees**

Full-time and part-time employees are entitled to all public holidays, as proclaimed, without loss of pay where the public holiday falls on a day on which the employee is normally required to work.

If a part-time employee does not work regular days, the allowance for public holidays will be determined by the executive director in consultation with the relevant manager.

Where there is a need for work to be performed on a public holiday, the Synod may request that an employee attend work. An employee can only refuse such a request on reasonable grounds.

#### **6.4.2 Casual employees**

Casual employees are not entitled to be paid for public holidays if they do not work on that day.

## **7 Remuneration**

The Synod is committed to ensuring employees are rewarded for their contribution in a fair and equitable way.

Each employee's position and classification level and initial rate of pay (including salary packaging) will be set out in that employee's individual letter of engagement.

### **7.1 Remuneration levels**

Remuneration levels are linked to the descriptors outlined in Appendix E. The following general conditions apply unless stated otherwise:

- 7.1.1 The Synod will provide each employee an opportunity to achieve progression within the applicable salary band. Such remuneration increases are above and beyond the standard annual increase (Clause 7.4) and will be based on performance.
- 7.1.2 This approach will be uniform across the Synod.
- 7.1.3 The Synod will transition to the uniform approach to pay increases described in clauses 7.1.1 and 7.1.2 with the intention that it will be fully implemented within two years from the commencement date of this Agreement.
- 7.1.4 The Synod will have a remuneration policy and process available to employees.
- 7.1.5 All position descriptions for new employees will be assessed against the classification descriptors provided in Appendix E in order to determine the remuneration level of the position.
- 7.1.6 No employee will be paid below the minimum amount for the determined level as provided in the remuneration table in Appendix B.
- 7.1.7 If an employee is dissatisfied with the evaluation of their role they may raise the matter in accordance with the Synod's Remuneration Policy and Procedure.

## **7.2 Remuneration exceeding relevant maximum**

Authorisation of the General Secretary is required for any position to be remunerated above the maximum point of the relevant level as provided in Appendix B.

## **7.3 Remuneration for casual employment**

The rate of pay for casual employees will be not less than the calculated hourly rate of the appropriate classification descriptor and remuneration level plus a casual loading of 25%.

## **7.4 Remuneration review**

- 7.4.1 A one (1) percent increase will be provided to employees covered by this Agreement by 30 May 2015 (refer Appendix A).
- 7.4.2 Subject to clause 7.4.3. an incremental increase of three (3) per cent per annum will be provided to employees covered by this Agreement in the:
  - a) First full pay period in January 2016 (refer Appendix B)
  - b) First full pay period in January 2017 (refer Appendix B)
  - c) First full pay period in January 2018 (refer Appendix B)
- 7.4.3 Remuneration review for employees paid above the salary range  
Employees remunerated above the maximum for levels 5 to 9 salary bands may receive an adjusted annual remuneration increase of no less than two (2) percent based on performance in place of the increase outlined in clause 7.4.2

## **7.5 Pay day arrangements**

Employees are paid fortnightly in arrears, normally on a Thursday, including salary due the next day. Salaries are paid by transfer to a bank account nominated by the employee. Payments may be made to up to four different bank accounts and to UCA Funds Management Development Fund accounts.

## **7.6 Superannuation**

### **7.6.1 Superannuation Guarantee Contribution**

The Synod will pay on behalf of eligible employees the minimum contributions which it is required to pay from time to time in accordance with the *Superannuation Guarantee Act 1992 (Cth)* and all other government requirements and in accordance with the Synod's superannuation policy at that time.

### **7.6.2 Choice of superannuation fund**

The Synod will provide employees with a choice of superannuation fund. The chosen fund must meet superannuation compliance requirements.

In the event the employee does not make a choice of fund within the first month of employment, the Synod's default fund will apply.

### **7.6.3 Voluntary contributions**

Employees may make additional voluntary contributions towards superannuation plans. All or part of an employee's voluntary contributions may be made on a salary sacrifice basis if the employee so requests.

### **7.6.4 Employer contributions during maternity leave**

The Synod will pay superannuation contributions during periods of maternity leave in an effort to address the deficit faced by females in the workplace.

Superannuation payments will apply to the unpaid component of maternity leave periods and will be capped at a total of twelve (12) months leave (including the paid maternity leave component). Such contributions apply to each period of maternity leave and to females only.

## **7.7 Salary packaging**

Salary packaging of any item that may be lawfully salary packaged under Australian Taxation Office guidelines is available to all full-time and part-time employees after completion of the employee's probationary period or extended probationary period.

The Synod shall provide salary packaging as a means by which remuneration is payable under this Agreement as provided for in the *Salary Packaging – Lay Staff Policy*.

It is the intention of the Synod to maintain a worthwhile salary packaging program for eligible staff. However, where the relevant legislation, including but not limited to the *Fringe Benefit Tax Act 1986 (Cth)* and the *Income Tax Assessment Act 1936 (Cth)* is amended or other changes occur including but not limited to the sale or transfer of the business to another entity or person which have the effect of reducing or withdrawing the benefits of salary packaging to the Synod or the employee, the Synod will not be liable to make up the salary benefits lost by an employee as a consequence of such changes.

Where any changes have the effect of increasing the cost of packaging to the Synod, then these costs shall either be paid by the employee participating in packaging or the Synod may choose to cease the arrangement.

For clarity, the parties agree that in the event that the salary packaging ceases to be an advantage to an employee, or an employee decides, for whatever reason, to stop participating in salary packaging, arrangements shall be made to reinstate as salary the agreed amount packaged. Any costs associated with the conversion to salary shall be borne by the employee and the employer shall not be liable to make up any benefit lost as a consequence of an employee's decision to convert to salary.

The Synod makes no claim or representation regarding the financial benefits of salary packaging for any individual employee and recommends staff considering salary packaging seek independent financial advice. The Synod shall not be responsible in any way for the cost or outcome of such advice.

Superannuation contributions paid by the employer into an approved fund in accordance with Superannuation Guarantee legislation will be calculated on the pre-packaged salary of the employee.

## **7.8 Accident Make-up Pay**

Where an employee has an approved WorkCover claim under the *Workplace Injury Rehabilitation and Compensation Act 2013 (the WIRC Act)* and the *Workers Rehabilitation and Compensation Act 1988*, the Synod will pay the difference between the level of weekly compensation paid and the level of the employee's normal weekly pay for an aggregate of 39 weeks. Should a lump sum pay-out be made by WorkCover, the liability for make-up pay will cease from the date of that payment.



In accordance with the *Workplace Injury Rehabilitation and Compensation Act 2013 (the WIRC Act)* and the *Workers Rehabilitation and Compensation Act 1988*, accident make-up pay will not apply where a medical practitioner provides information that an employee has a capacity for work, and such work is made available by the Synod but is not commenced by the employee.

## **8 Allowances and Expenses**

### **8.1 Higher Duties Allowance**

Full-time and part-time employees who are required to temporarily perform duties in a higher paid position due to the absence of a colleague for a continuous period of two or more weeks, will be entitled to a pay increase of 20% for the whole period during which those higher duties are performed. The 20% salary increase will be calculated on the current remuneration of the employee acting in the role.

Where an employee is required to undertake permanent higher duties then their position description will be amended and re-evaluated to ensure remuneration remains appropriate.

### **8.2 Extra Duties Allowance**

Full time and part time employees who are required to temporarily perform extra duties due to the absence of a colleague will be entitled to an Extra Duties Allowance of between 10% and 15% depending on the load of extra duties.

Where an employee is required to undertake permanent higher or extra duties then their position description will be amended and re-evaluated to ensure remuneration remains appropriate.

### **8.3 Secondment to another position**

Secondment to another position within the Synod may occur from time to time.

### **8.4 Meal Allowances**

An employee who is required to work more than one and a half (1.5) hours beyond a normal seven and a half hour (7.5) day, or more than five (5) hours on a Saturday, Sunday or public holiday, will be entitled to be supplied with a meal.

Where a meal is not provided reimbursement will be provided for the reasonable expense of a meal. Reasonableness shall be defined as an amount close to the reasonable meal allowance amounts determined by the Australia Tax Office ('ATO') for the applicable financial year.

A reference to the ATO determinations is not intended to preclude spending of a lower amount.

### **8.5 Reimbursement of Expenses**

**8.5.1** When employees are required to use their car for work-related purposes, they are entitled to be paid the amount per kilometre as prescribed by the Australian Taxation Office. An application for payment should be made through the manager or executive director.

**8.5.2** If a staff member is required to work temporarily away from their usual place of employment and to sleep away from his or her usual place of residence they are entitled to fares to and from the place they are required to work and all reasonable expenses incurred for board and lodging. Such expenses should be an amount close to the acceptable accommodation and food limits determined by the ATO for the applicable financial year. A reference to the ATO determinations is not intended to preclude spending of a lower amount.

**8.5.3** When employees are required to work after 6.30 pm on any day, they will be entitled to provision of a taxi fare, car parking space or other acceptable private, secure means of transport to their home. Transport expenses will be reimbursed on production of receipts and/or tax invoices.

## **9 Reasonable Workloads, Reasonable Hours of Work and Time in Lieu or Overtime Payment**

### **9.1 Reasonable workloads**

#### **9.1.1 Management of workloads**

The Synod seeks to ensure that all employees have reasonable workloads. The Synod is therefore committed to strongly encouraging all managers to meet regularly with their staff with the purpose of consultatively and intentionally planning, resourcing, monitoring and providing guidance in relation to reasonable workloads.

#### **9.1.2 Unreasonable workloads**

An employee who considers that their workload is unreasonable will, in the first instance, discuss the matter with their manager. If the manager and employee are unable to resolve the matter then it will be referred to the relevant executive director.

If discussions with the executive director fail to resolve the matter then the employee may seek to have it addressed under the Synod's Grievance Resolution Policy.

### **9.2 Reasonable hours of work and time in lieu**

The Synod is committed to providing a safe and healthy workplace for its employees and seeks to ensure that workloads are effectively managed, work related stress is minimised and appropriate work life balance can be achieved.

**9.2.1** As part of this commitment, the Synod seeks to ensure that all staff have reasonable workloads and reasonable hours of work. Therefore, no employee will be authorised to work more than 165 hours in a four (4) week period, unless the conditions in clause 9.2.2 are satisfied.

**9.2.2** In circumstances that arise that are out of the ordinary that require work to be completed by an employee beyond 165 hours in a four (4) week period, then that employee is able to work more than the limited 165 hours in a four (4) week period, if:

- a) the employee and manager consent; and
- b) General Secretary approval is obtained, which can be granted retrospectively; and
- c) Extraordinary Circumstances apply as described in 9.2.3.

**9.2.3** Extraordinary Circumstances are circumstances that occur out of the ordinary and are differentiated from the normal day to day business of the Synod. Employees should only be requested to work more than 165 hours in a four (4) week period where there is no reasonable alternative. This does not include events which the organisation is aware of in advance and where there is a reasonable opportunity to prepare for.

**9.2.4** The process described in clause 9.2.2 can be initiated by either the employee or employer.

### **9.3 Compensation for overtime worked**

#### **9.3.1 Time in lieu for business purposes: Employees up to and including Level 3**

For employees who are up to and including Level 3, daily overtime which has been authorised by the employee's manager will apply as follows:

- a) Take time off in lieu of payment, at the rate of hour for hour within the following fortnight; OR
- b) by mutual agreement with their manager, an employee may bank time off in lieu of payment for overtime worked of up to five (5) days in any twelve (12) month period provided that

- any overtime worked beyond five (5) days in a twelve (12) months period is taken promptly as time off in lieu (within a fortnight) of the overtime worked as directed by the manager;
  - any time off in lieu accrued by the employee will be taken before that employee takes any accrued annual leave;
  - such agreement is recorded in writing and signed by employee and manager; OR
- c) if neither of these can be achieved, payment at the rate of time and a half for the first two hours and double time thereafter calculated on a daily basis;

### **9.3.2 Time in lieu for business purposes: Employees level 4 and above**

For employees at Level 4 and above, overtime which has been authorised by the employee's manager will be compensated as time in lieu on an hour for hour basis. This applies to overtime performed during and outside of ordinary hours of work.

### **9.3.3 Part time employees**

Where part-time employees are requested or authorised in advance by their manager or executive director to increase their normal hours of work up to 37.5 hours per week for a period of one (1) week or more then the employee will be paid at their normal hourly rate for all hours worked.

Where a part-time employee is directed to work beyond their normal hours of work the overtime provisions in Clause 9.3 will apply.

### **9.3.4 Overtime agreement**

All overtime will be mutually agreed between the employee and manager prior to the overtime being worked.

## **9.4 Time in lieu for personal reasons**

The Synod believes flexibility arrangements are beneficial to both employees and the organisation.

It is appropriate for managers to provide time on occasion for employees to attend specific events that are not covered by normal leave arrangements.

Managers and employees may agree to a period of time in lieu within work hours provided the normal workflow of the unit is not adversely affected.

### **9.4.1 Time off in lieu may be accessed subject to the following conditions:**

- a) Time in lieu must be accrued or agreed to prior to accessing leave
- b) Time in lieu is granted by manager approval only
- c) Time in lieu is granted for special events not already covered by other forms of leave
- d) A maximum of three (3) days' time in lieu may be taken consecutively
- e) Time in lieu must be taken within one month of accrual; and
- f) In the event that time in lieu is required due to an emergency, the manager and employee must agree that the time will be made up within one (1) month of accessing the leave

## **9.5 Reasonable hours of work and overseas travel or major events**

### **9.5.1 Planning**

Where an employee is required to travel overseas on behalf of the Synod or to participate in a major event as defined in clause 4.9 then the manager and employee will prepare a work and time off plan prior to the commencement of the overseas trip/event. In preparing the plan the manager and employee will consider reasonable hours of work and appropriate recovery time.

The work plan will be authorised by the relevant executive director.

### **9.5.2 Recovery time**

When an employee returns from a work related overseas trip or concludes a major event then he/she may not return to the workplace until at least 36 hours has elapsed from the time of arriving at the employee's home.

Recovery time is in addition to any time in lieu for overtime worked.

### **9.6 Reasonable break between work days**

An employee is entitled to a minimum of a twelve (12) hour break between the time he or she finishes work on a particular day and the time he or she begins work the following day. The employee is able to elect to begin work earlier if he or she chooses

In the event that an employee has worked late on a particular day, recovery time shall be taken as time in lieu for business purposes.

## **10 Leave Entitlements**

The leave provisions set out in this Agreement will apply except to the extent that any entitlement prescribed by the National Employment Standards (NES) provides a more beneficial entitlement, in which case the NES will apply.

Casual employees are not entitled to paid public holidays, annual leave, sick leave, compassionate/bereavement leave, study leave, or employer supported leave.

### **10.1 Annual Leave**

#### **10.1.1 Entitlement**

All employees other than casual employees are entitled to paid annual leave on ordinary pay accruing pro-rata at the rate of four (4) weeks for each completed year of service, according to the conditions specified in 10.1.2 to 10.1.8 inclusively.

#### **10.1.2 Application and Approval**

Application for annual leave will be made by the employee to their immediate supervisor. Normally an application will be made at least four (4) weeks in advance of the intended leave date.

The dates on which annual leave is taken must be approved by the employee's manager and will be negotiated to fit in with the requirements of the Unit.

The manager will normally process the application within five (5) days of receipt and no application for leave will be unreasonably refused.

#### **10.1.3 Christmas / New Year closure**

Some parts of the Synod close over the Christmas/New Year period. All employees who work in parts of the Synod which close over the Christmas/New Year period will be required to take annual leave during the period of closure.

#### **10.1.4 Restrictions**

Some employees are restricted from taking annual leave prior to and during the Synod meeting. Any such restriction will be specified in the employee's position description. Unless so specified or agreed between the employee and the Synod, the employee may apply for annual leave during the Synod meeting.

#### **10.1.5 Public holidays**

Public holidays occurring during the period of leave taken will not form part of annual leave.

#### **10.1.6 Purchase of additional annual leave**

By negotiation with their manager, employees may elect to purchase one or two (2) additional weeks of annual leave per year.

Employees electing to take this option will have one (1) or two (2) week's pay deducted from their annual salary over a 52 week period, and will accrue one (1) or two (2) additional weeks leave over a 52 week period.

### **10.1.7 Leave accrual**

Annual leave entitlements are cumulative, however:

- a) The Synod requires employees to take annual leave entitlements within twelve (12) months of the end of the year of service in which those leave entitlements have accrued;
- b) Employees will not be permitted to accrue more than eight (8) weeks' annual leave without the approval of the General Secretary on the recommendation of the executive director. This approval will be granted only in special circumstances.

### **10.1.8 Paid employment during annual leave**

Full-time employees are strongly discouraged from engaging in any paid employment during annual leave and may only do so where:

- such employment is 15 hours per week or less;
- prior written approval is obtained from their manager; and
- such work is not in conflict with the work of the Synod.

### **10.1.9 Annual Leave loading**

- a) All Synod employees will be offered a choice in writing of the following:
  - i. annual leave loading of 17.5% per annum; OR
  - ii. 23 days annual leave per annum for full time employees (pro rata for part time);
- b) Any employee who does not make an election between leave loading and additional annual leave within four (4) weeks of commencement of employment will be deemed to have elected option 10.1.9(a)(i).
- c) Employees may vary their election not more than annually and must make such election by completing the relevant form and submitting to Payroll Services.

## **10.2 Leave without pay**

Approval of leave without pay is entirely at the discretion of the Synod. Employees who apply for leave without pay must receive approval from their manager and executive director.

Unless there are exceptional circumstances, applications for leave without pay will not be approved where an employee has an accrual of unused annual leave which exceeds the amount of leave that they would normally accrue in one year. In such circumstances the employee will be required to take the requested leave as annual leave.

## **10.3 Personal/carer's leave**

### **10.3.1 Definition**

Employees covered by this Agreement are entitled to paid personal/carer's leave which may be taken as personal leave or carer's leave in accordance with the conditions specified in clauses 10.3.3 and 10.3.4.

An employee may take paid personal/carer's leave:

- a) if they are unfit for work because of their own personal illness or injury (including pregnancy-related illness), or
- b) to provide care or support to a member of their immediate family or household, because of a personal illness, injury or unexpected emergency affecting the member.

### **10.3.2 Entitlements**

Full-time employees are entitled to twelve (12) days of paid personal/carer's leave per annum accrued pro-rata in respect of each complete month of service. Personal/carer's leave is cumulative from year to year.

Part-time employees are entitled to the same personal/carer's leave as full-time employees on a pro-rata basis according to the average hours worked per week.

### 10.3.3 Personal/carer's leave for personal illness or injury

Personal/carer's leave taken where the employee is ill or injured is subject to the following conditions:

#### a) Notification

- i) Employees must notify their manager as soon as possible when they cannot attend work because of illness or injury.
- ii) Where the absence is for more than two (2) consecutive days, or is for the last working day before any weekend and the first working day immediately after the same weekend, or the last day before a long weekend or the first day after a long weekend employees may be requested to produce a medical certificate from a registered health practitioner (doctor, physiotherapist, psychologist, optometrist, dentist, chiropractor, chiropodist/ podiatrist) in order to be awarded paid personal/carer's leave for that period.

### 10.3.4 Personal/carer's leave to care for others

#### a) Conditions

Personal/carer's leave taken to care for a sick dependent is subject to the following conditions:

- (i) The employee is seeking leave to care for a member of their immediate family or household;
- (ii) The employee is responsible for the care of the person concerned;
- (iii) The employee may be required to establish, by production of a medical certificate or statutory declaration, the requirement to care for the person concerned;
- (iv) The employee shall not normally take personal/carer's leave where another person has taken leave to care for the same person.

#### b) Definitions

##### (i) Immediate family member

Having regard for the accepted cultural and religious norms of an employee's community, an immediate family member is:

- A partner or spouse (of either sex);
- A child or adult child (including an adopted child, foster, step-child or the child of an ex-spouse);
- A parent (including a foster parent or an adoptive parent or a legal guardian);
- A grandparent;
- A grandchild; or
- A sibling of the employee or the employee's spouse.

##### (ii) Household member

A household member is a relative of the employee who lives in the same house, where relative means a person related by blood, marriage or affinity (ie. the relationship that a spouse has to blood relatives of the other spouse due to marriage). Same sex partners are included in the definition of household.

#### c) Notification

- i) An employee must notify his or her manager as soon as possible when he or she cannot attend work because they need to be a carer.
- ii) Where practicable, the employee will notify his or her manager prior to the absence including:
  - i) The name of the person requiring care;
  - ii) Their relationship to the employee;
  - iii) Reasons for taking such leave; and
  - iv) The estimated length of absence.

- iii) Where the absence is for more than two (2) consecutive days, or is for the last working day before any weekend and the first working day immediately after the same weekend, or the last day before a long weekend or the first day after a long weekend employees may be requested to produce a medical certificate from a registered health practitioner (doctor, physiotherapist, psychologist, optometrist, dentist, chiropractor, chiropodist/ podiatrist) in order to be awarded paid personal/carer's leave for that period.

If it is not practicable for the employee to give prior notice of absence, the employee must notify his or her manager by telephone of such absence at the first opportunity on the day of absence.

**d) Entitlement**

Each day or part of a day of personal/carer's leave taken is deducted from the amount of personal/carer's leave provided in clause 10.3.2.

**10.3.5 Personal leave while on annual leave**

If while an employee is on annual leave, circumstances occur which would have entitled the employee to a period of personal/carer's leave had the employee not been on annual leave, that period can be transferred from annual leave to personal/carer's leave, provided the employee has sufficient personal/carer's leave entitlement and the requirements of clause 10.3.3 or 10.3.4 are met.

**10.3.6 Negative personal/carer's leave balance**

Full-time and part-time employees may extend personal/carer's leave balances to a total of three (3) days negative leave (pro rata for part-time employees).

Negative personal/carer's leave will apply:

- a) when accrued personal/carer's leave entitlements have been exhausted; and
- b) prior to an application for leave from the personal/carer's leave pool (refer clause 10.3.7).

Negative personal/carer's leave is not an entitlement but a grace period. Upon termination of employment, any outstanding negative personal/carer's leave will be recovered in the final pay calculation.

**10.3.7 Personal/carer's leave pool**

From the commencement of this Agreement, the Employer will allocate 500 hours to a pooled emergency illness/injury leave fund (the Fund) per annum. The Fund will be available to provide paid leave on a confidential basis to permanent employees who have exhausted (or are likely to exhaust) their accrued personal/carer's leave.

Personal/carer's leave may be granted from the Fund to an employee who has insufficient personal/carer's leave provision to cover:

- a) A period of illness or injury of the employee or a member of their immediate family (as defined in clause 10.3.4(b))
- b) A period where an employee is experiencing domestic violence and needs leave for medical appointments, legal proceedings and other activities related to domestic violence, understanding the requirement for confidentiality
- c) To access the Fund a written application must be provided to the Director People & Culture who will then refer it to the General Secretary and must be accompanied by evidence that is reasonable in the circumstances.
- d) Paid leave from the Fund may only be authorised by the General Secretary.
- e) Individual employees may be granted up to fifteen (15) days paid leave from the Fund in any twelve (12) month period.
- f) Employees with an accrual of more than four (4) weeks annual leave are not eligible for paid leave from the Fund.
- g) The Fund is not available for any injury or illness that is the subject of a WorkCover claim or entitlement.

- h) The Fund will be replenished to a balance of 500 hours from the first full pay period in January of each year for the life of this Agreement.
- i) It is the intention of this clause to replace the need for application to the General Secretary for ex gratia leave; however the General Secretary retains the right to grant ex gratia leave in extenuating circumstances.
- j) All applications for leave from the personal leave pool will be treated in a confidential manner.

#### **10.3.8 Entitlements exhausted**

Where personal/carer's leave entitlements are exhausted, additional personal/carer's leave may be granted ex-gratia on application to the General Secretary, on an individual basis as specified in clause 10.3.7.

#### **10.4 Compassionate/bereavement Leave**

- a) Full-time and part-time employees are entitled to up to five (5) days paid leave on or leading up to the death of a partner (of either sex), mother, father, child, step-child or parents-in-law (the words "mother" and "father" include foster and step-mother and foster and step-father and adoptive mother and father), a sister, brother, grandfather or grandmother or member of their household.

Further compassionate/bereavement leave of up to five (5) days paid leave will be provided where overseas travel is required on the death of an employee's parent, partner or child.

Proof of death must be provided to the satisfaction of the Synod if requested.

Where appropriate, additional compassionate/bereavement leave may be granted ex-gratia on application to the General Secretary/executive director.

- b) Absence due to the death of a friend or non-immediate family member

An employee may be granted up to 7.5 hours leave for time needed to attend or participate in the funeral of a friend or a relative who is not an immediate member of the employee's family or household.

For the purposes of this clause, friends are intended to include those people whom an employee considers as close personal friends or immediate family members of close friends.

- c) Compassionate/bereavement leave is non-cumulative leave.

#### **10.5 Long Service Leave**

All full-time and part-time Synod employees are entitled to Long Service Leave in accordance with the *Long Service Leave Act 1992 (Vic)* for employees in Victoria and the *Long Service Leave Act 1976 (Tas)* for employees in Tasmania.

All employees may take Long Service Leave for a period which is twice as long as their entitlement at half pay by mutual agreement between the employee and manager.

#### **10.6 Leave for Religious or Cultural Purposes**

An employee who is an Aboriginal or Torres Strait Islander, or is a member of another culture or religion will be entitled to leave without pay of up to five (5) working days in any one calendar year

- for the purpose of observation of religious occasions; OR
- where there is a cultural day of significance to the employee.

A statutory declaration or other satisfactory evidence must be submitted to the relevant executive director.

An employee taking leave for cultural or religious purposes as defined in this clause may opt to take annual leave instead of leave without pay or time in lieu of overtime in accordance with clause 9.3.

#### **10.7 Study leave**

Full-time and part-time employees who have successfully completed their probationary period are eligible to request paid study leave. Full time employees are eligible to request up to 75 hours paid study leave per annum depending on the nature of the



course undertaken. Part-time employees will be entitled to paid study leave on a pro-rata basis.

All applications for study leave will be considered by the relevant manager.

An employee wishing to take study leave must apply in writing to his or her manager as early as possible prior to the proposed leave date.

The employee's request should include:

- a) details of the course and institution at which the employee is enrolled or proposes to enrol; and
- b) details of the relevance of the course to the employee's employment.

Determination of professional needs and opportunities forms part of the Performance Planning and Development (PPD) process.

The manager will make a decision in relation to staff requests for study leave in the context of available budget and the professional development and operational requirements of the work unit.

The manager must, within seven (7) days of the application for study leave being made by the employee, notify the employee of whether his or her request for study leave has been approved.

In situations where approved paid study leave is insufficient for the employee's education and/or training needs, further time may be approved as time in lieu for personal reasons provided that the employee and manager are able to negotiate this additional time to suit the workflow of their Unit. Study leave pursuant to this clause does not accumulate from year to year.

## **10.8 Employer supported leave**

### **10.8.1 Jury Service**

Full-time and part-time employees required for jury service will be reimbursed for the difference between their jury service pay and their normal rate of pay for ordinary time which they would have worked had they not been on jury service.

### **10.8.2 Leave for Blood Donors**

Paid leave of up to two (2) hours per event may be approved to enable employees to donate blood to the Blood Bank during working hours provided that they seek manager approval to do so.

### **10.8.3 Leave for Defence Forces**

The Synod is committed to supporting employees who are members of the Australian Defence Force (ADF) Reserves.

The Synod recognises that service in the ADF Reserves involves a significant commitment of an employee's personal time.

The annual commitment of an individual Reservist varies significantly depending upon their service, specialisation, experience and skills. Consequently, this may affect the frequency and duration of service they undertake and the amount of notice provided.

Leave for ADF service will be negotiated on a case by case basis and require the approval of the executive director.

## **10.9 Emergency Community Service Leave**

**10.9.1** A full-time or part-time employee who engages in an eligible voluntary community/emergency service activity is entitled to up to five (5) days paid leave per annum if the period of absence consists of one or more of the following:

- a) Time when the employee engages in the activity;
- b) Reasonable travelling time associated with the activity;
- c) Reasonable rest time immediately following the activity; and
- d) The employee's absence is reasonable in all circumstances.

If an employee engages in an eligible voluntary community/emergency service activity for more than five (5) days per annum, all leave taken beyond five (5) days will be unpaid.

A casual employee who engages in an eligible voluntary community/emergency service activity is entitled to unpaid leave.

**10.9.2** An employee engages in a voluntary emergency management activity if:

- a) the employee engages in an activity that involves dealing with an emergency or natural disaster; and
- b) the employee engages in the activity on a voluntary basis (whether or not the employee directly or indirectly takes or agrees to take an honorarium, gratuity or similar payment wholly or partly for engaging in the activity); and
- c) the employee is a member of, or has a member-like association with, a recognised emergency management body; and
- d) either:
  - (i) the employee was requested by or on behalf of the body to engage in the activity; or
  - (ii) no such request was made, but it would be reasonable to expect that, if the circumstances had permitted the making of such a request, it is likely that such a request would have been made.

**10.9.3** A recognised emergency management body is:

- a) A body, or part of a body, that has a role or function under a plan that:
  - (i) is for coping with emergencies and/or disasters; and
  - (ii) is prepared by the Commonwealth, a State or a Territory; or
- b) a fire-fighting, civil defence or rescue body, or part of such a body; or
- c) any other body, or part of a body, a substantial purpose of which involves:
  - (i) Securing the safety of persons or animals in an emergency or natural disaster; or
  - (ii) Protecting property in an emergency or natural disaster; or
  - (iii) Otherwise responding to an emergency or natural disaster; or
- d) A body or part of a body, prescribed by the Fair Work Regulations.

**10.9.4** Notice and evidence requirements

- a) An employee must give notice to the employer as soon as practicable (which may be a time after the absence has started); and advise the employer of the period, or expected period, of the absence.
- b) The Synod may require an employee who has been absent for community/emergency service leave to provide appropriate evidence that they engaged in or will be engaging in an eligible community service activity.

**10.10 Parental Leave**

The Synod is committed to providing access to parental leave entitlements to ensure all parents have access to their children in the early stages of their lives. Accordingly, the policy of the Synod is to ensure that irrespective of whether a parent is to be a primary care giver, they will have access to unpaid parental leave. The parental leave provisions of this Agreement will apply except to the extent that any entitlement prescribed by the National Employment Standards (NES) provides an improved benefit, in which case the latter will apply.

Provisions for paid parental leave provided in this clause are in addition to those provided by the Federal Government.

**10.10.1 Definitions**

**a) Child**

For the purpose of this clause child means a child of the employee under the age of one year except for adoption of a child where 'child'

means a person under the age of sixteen (16) years who is placed with the employee for the purposes of adoption, other than a child or step-child of the employee or of the spouse of the employee or a child who has previously lived continuously with the employee for a period of six (6) months or more.

**b) Spouse/partner**

Spouse/partner includes a de facto or former spouse (of either sex) except in relation to adoption where spouse includes a de facto spouse but not a former spouse.

**10.10.2 Basic Entitlement**

**a) Maternity leave**

Full-time and part-time permanent Synod female employees with not less than twelve (12) months continuous service are entitled to 52 weeks maternity leave to be taken within twelve (12) months of the birth of the child, as follows:

- 13 weeks leave on full pay and 39 weeks unpaid leave; OR
- 26 weeks on half pay and 26 weeks unpaid leave

When both partners are employed by the Synod, paid parental leave is available to one eligible Synod employee, being the primary caregiver for each instance of parental leave.

This leave is also available to an employee who will become a primary care giving parent by virtue of a surrogacy arrangement.

**b) Partner leave – paid**

Full-time and part-time permanent Synod employees with not less than twelve (12) months continuous service are entitled to ten (10) days leave on full pay to be taken within the first three (3) months that their spouse/partner gives birth to a child, or placement of the child in the case of adoption.

Any balance of this entitlement will lapse if not taken within three (3) months.

This provision applies pro rata for part-time employees.

**c) Partner leave – unpaid**

Full-time and part-time permanent Synod employees with not less than twelve (12) months continuous service are entitled to 52 weeks unpaid partner leave to be taken within twelve (12) months of the birth of the child.

**d) Adoption leave – primary carer**

Full-time and part-time permanent Synod employees with not less than twelve (12) months continuous service are entitled to 52 weeks adoption leave to be taken within twelve (12) months of the placement of the child, as follows:

- 13 weeks leave on full pay and 39 weeks unpaid leave; OR
- 26 weeks on half pay and 26 weeks unpaid leave

**e) Maximum entitlement & concurrent leave**

In circumstances where more than one parent is an employee of the Synod and each are entitled to access parental leave under this clause 10.10, the following conditions apply:

- (i) A combined maximum of twelve (12) months leave will apply, but an additional twelve (12) months unpaid leave may be provided upon request; and
- (ii) Parental leave is available to only one parent at a time, in a single unbroken period, except that more than one parent may simultaneously take an unbroken period of up to three (3) weeks at the time of the birth of adoption of the child.

### **10.10.3 Parental Leave and other entitlements**

An employee may in lieu of or in conjunction with parental leave, access any annual leave or long service leave entitlements which they have accrued provided that they give the employer notice of not less than eight (8) weeks.

It is recognised that this provision allows an employee to take a period of combined maternity leave and accrued leave in excess of 52 weeks.

### **10.10.4 Eligibility**

The provisions of this clause apply to full-time, part-time and eligible casual employees, but do not apply to other casual employees.

#### **a) Eligible casual employee**

An eligible casual employee means a casual employee:

- employed by the Synod on a regular and systematic basis for several periods of employment or on a regular and systematic basis for an ongoing period of employment during a period of at least twelve (12) months; and
- who has, but for the pregnancy or the decision to adopt, a reasonable expectation of ongoing employment
- continuous service

For the purposes of this clause, continuous service is work for an employer on a regular and systematic basis (including any period of authorised leave or absence).

#### **b) Re-engagement of casual employees**

The Synod will not fail to re-engage a casual employee because:

- the employee or employee's partner is pregnant; or
- the employee is or has been immediately absent on Parental Leave.

The rights of an employer in relation to engagement and re-engagement of casual employees are not affected, other than in accordance with this clause.

### **10.10.5 Parental Leave notification**

#### **a) Maternity leave notice**

An employee must provide notice to the Synod in advance of the expected date of commencement of parental leave.

The notice requirements are:

- Notification of the expected date of birth (included in a certificate from a registered medical practitioner confirming the pregnancy) and the intended start and end dates of the leave - at least ten weeks;
- confirmation of the date on which the employee proposes to commence parental leave and the period of leave to be taken - at least four (4) weeks;
- An employee will not be in breach of this clause if failure to give the stipulated notice is occasioned by birth occurring earlier than the presumed date.

#### **b) Statutory declaration**

When the employee gives notice under 10.10.5 the employee must also provide a statutory declaration stating particulars of any period of partner leave sought or taken by the spouse/partner and that for the period of parental leave he or she will not engage in any conduct inconsistent with his/her contract of employment.

An employee will not be in breach of this clause if failure to give the stipulated notice is occasioned by birth occurring earlier than the presumed date.

**c) Commencement of Parental Leave**

Subject to 10.10.2 and unless agreed otherwise between the Synod and employee, an employee may commence parental leave at any time within six (6) weeks immediately prior to the expected date of birth.

**d) Medical certificate**

Where an employee continues to work within the six (6) week period immediately prior to the expected date of birth, or where the employee elects to return to work within six (6) weeks after the birth of the child, the Synod may require provision of a medical certificate stating that she is fit to work on her normal duties.

If the employee does not comply with the requirement to provide a medical certificate, the Synod may require the employee to commence maternity leave at any time within the six (6) weeks immediately prior to the presumed birth date.

**10.10.6 Special maternity leave**

Where the pregnancy of an employee not then on maternity leave terminates after 28 weeks other than by the birth of a living child, then the employee may take unpaid special maternity leave of such periods as a registered medical practitioner certifies as necessary.

Where an employee is suffering from an illness not related to the direct consequences of the pregnancy, an employee may take any paid sick leave to which she is entitled in lieu of, or in addition to, special maternity leave.

Where an employee not then on maternity leave suffers illness related to her pregnancy, she may take any paid sick leave to which she is then entitled and such further unpaid special maternity leave as a registered medical practitioner certifies as necessary before her return to work. The aggregate of paid sick leave, special maternity leave and parental leave, including parental leave taken by a spouse, may not exceed 52 weeks; For all purposes of this Agreement, maternity leave shall include special maternity leave.

**10.10.7 Return to work**

Where leave is granted under 10.10.2, during the period of leave an employee:

- a) may return to work at any time, as agreed between the employer and the employee provided that that time does not exceed four (4) weeks from the recommencement date desired by the employee; and
- b) may, by giving the employer at least seven (7) weeks' notice, return to work on a part time basis until the child commences school, such part time hours to be agreed between the employee and employer.

**10.10.8 Partner leave – paid and unpaid**

An employee will provide the employer at least ten (10) weeks prior to each proposed period of partner leave, with:

- a) a certificate from a registered medical practitioner which names their spouse/partner, stating that she is pregnant and the expected date of confinement, or states the date on which the birth took place; and
- b) written notification of the dates on which they propose to commence and finish the period of partner leave; and
- c) statutory declaration stating:
  - particulars of any period of maternity leave sought or taken by their spouse/partner; and
  - that for the period of partner leave they will not engage in any conduct inconsistent with their contract of employment.

The employee will not be in breach of 10.10.8 if the failure to give the required period of notice is because of the birth occurring earlier than

expected, the death of the mother of the child, or other compelling circumstances.

## **10.11 Adoption leave**

### **10.11.1 Notification to employer**

The employee will notify the employer at least ten (10) weeks in advance of the date of commencement of adoption leave and the period of leave to be taken. An employee may commence adoption leave prior to providing such notice, where through circumstances beyond the control of the employee, the adoption of a child takes place earlier.

#### **a) Statutory declaration**

Before commencing adoption leave, an employee will provide the employer with a statutory declaration stating:

- (i) that the employee is seeking adoption leave to become the primary care-giver of the child;
- (ii) particulars of any period of adoption leave sought or taken by the employee's spouse; and
- (iii) that for the period of adoption leave the employee will not engage in any conduct inconsistent with their contract of employment.

#### **b) Confirmation of placement**

An employer may require an employee to provide confirmation from the appropriate government authority of the placement.

#### **c) Adoption does not proceed**

Where the placement of child for adoption with an employee does not proceed or continue, the employee will notify the employer immediately and the employer will nominate a time not exceeding four (4) weeks from receipt of notification for the employee's return to work.

#### **d) Compelling circumstances**

An employee will not be in breach of this clause as a consequence of failure to give the stipulated periods of notice if such failure results from a requirement of an adoption agency to accept earlier or later placement of a child, the death of a spouse, or other compelling circumstances.

#### **e) Leave for interviews / adoption procedures**

An employee seeking to adopt a child is entitled to unpaid leave for the purpose of attending any compulsory interviews or examinations as are necessary as part of the adoption procedure.

The employee and the employer should agree on the length of the unpaid leave.

Where agreement cannot be reached, the employee is entitled to take up to two (2) days unpaid leave.

Where paid leave is available to the employee, the employer may require the employee to take such leave instead.

## **10.12 Variation of period of parental leave**

Unless agreed otherwise between the employer and employee, an employee may apply to their employer to change the period of parental leave on one occasion.

Any such change to be notified at least four (4) weeks prior to the commencement of the changed arrangements.

## **10.13 Transfer to a safe job**

Where an employee is pregnant and, in the opinion of a registered medical practitioner, illness or risks arising out of the pregnancy or hazards connected with the work assigned to the employee make it inadvisable for the employee to continue at her present work:

- a) the employee will, if the employer deems it practicable, be transferred to a safe job at the rate and on the conditions attaching to that job until the commencement of maternity leave; or
- b) if the transfer to a safe job is not practicable, the employee may elect, or the employer may require the employee to commence parental leave for such period as is certified necessary by a registered medical practitioner.

#### **10.14 Returning to work after parental leave**

An employee will:

- a) notify of their intention to return to work after a period of parental leave at least four (4) weeks prior to the expiration of the leave;
- b) be entitled to the position which they held immediately before proceeding on parental leave. In the case of an employee transferred to a safe job pursuant to 10.13, the employee will be entitled to return to the position they held immediately before such transfer; and
- c) where such a position no longer exists but there are other positions available for which the employee is qualified and is capable of performing, be entitled to a position as nearly comparable in status and pay to that of their former position.
- d) Replacement employees

A replacement employee is an employee specifically engaged or temporarily promoted or transferred, as a result of an employee proceeding on Parental Leave.

Before the Synod engages a replacement employee the employer will inform that person of the temporary nature of the employment and of the rights of the employee who is being replaced.

#### **10.15 Right to request**

##### **10.15.1 Employee request**

In order to assist the employee in reconciling work and parental responsibilities, an employee entitled to parental leave pursuant to the provision of clause 10.10.2 may request the employer to allow the employee:

- a) to extend the period of simultaneous unpaid parental leave provided for in clause 10.10.2 up to a maximum of eight (8) weeks;
- b) to extend the period of unpaid parental leave provided for in clause 10.10.2 by a further continuous period of leave not exceeding twelve (12) months;
- c) to return from a period of parental leave on a part-time basis until the child reaches school age.

##### **10.15.2 Employer response**

The employer shall consider the request having regard to the employee's circumstances and, provided the request is genuinely based on the employee's parental responsibilities, may only refuse the request on reasonable grounds related to the effect of the workplace or the employer's business. Such grounds might include cost, lack of adequate replacement staff, loss of efficiency and the impact on customer services.

##### **10.15.3 Communication during parental leave**

Where an employee is on parental leave and a definite decision has been made to introduce significant change at the workplace, the employer shall take reasonable steps to:

- a) make information available in relation to any significant effect the change will have on the status or responsibility level of the position the employee held before commencing parental leave; and
- b) provide an opportunity for the employee to discuss any significant effect the change will have on the status or responsibility level of the position the employee held before commencing parental leave.

The employee shall:

- a) take reasonable steps to inform the employer about any significant matter that will affect the employee's decision regarding the duration of parental leave to be taken, whether the employee intends to return to work and whether the employee intends to request to return to work on a part-time basis.
- b) notify the employer of changes of address or other contact details which might affect the employer's capacity to comply with 10.15.3.

#### **10.15.4 Lactation breaks**

An employee who is breastfeeding will be entitled to regular breaks in paid time for lactation purposes as required.

## **11 Domestic Violence**

### **11.1 General principle**

The Synod recognises that employees sometimes face situations of violence or abuse in their personal life that may affect their attendance or performance at work. Therefore, the Synod is committed to providing support to staff that experience domestic violence.

### **11.2 Definition of domestic violence**

The Synod accepts the definition of domestic violence as stipulated in the *Family Violence Protection Act 2008 (Vic)*. The definition of domestic violence includes physical, sexual, financial, verbal or emotional abuse by a family member.

### **11.3 General measures**

- a) In a manner supportive of the employee making the claim, information may be requested. The information can be in the form of an agreed document issued by the Police Service, a Court, a Doctor, district nurse, maternal and health care nurse a Family Violence Support Service or Lawyer. A signed statutory declaration can also be offered as proof.
- b) All personal information concerning domestic violence will be kept confidential including leave applications in line with Synod policy and relevant legislation. No information will be kept on an employee's personnel file without their express written permission.
- c) No adverse action will be taken against an employee if their attendance or performance at work suffers as a result of being a victim of domestic violence.
- d) The Synod will identify contact/s in People & Culture and across the organisation who will be trained in domestic violence and privacy issues for example training in domestic violence risk assessment and risk management. The Synod will advertise the name of the contact within the workplace.
- e) An employee experiencing domestic violence may raise the issue with their immediate supervisor or the People & Culture contact. The supervisor may seek advice from People & Culture if the employee chooses not to see the People & Culture contact.
- f) Where requested by an employee, the People & Culture contact will liaise with the employee's supervisor on the employee's behalf, and will make a recommendation on the most appropriate form of support to provide in accordance with clauses 11.4 and 11.5.
- g) The Synod will develop guidelines to supplement this clause which details the appropriate action to be taken in the event that an employee reports domestic violence. Guidelines may include procedures to support intervention orders.

### **11.4 Leave**

- a) An employee experiencing domestic violence will have access to twenty (20) days per year of paid special leave for medical appointments, legal proceedings and other activities related to domestic violence. This leave will be in addition to existing leave entitlements and may be taken as consecutive or single days or as a fraction of a day and can be taken without prior approval.



- b) An employee who supports a person experiencing domestic violence may take carer's leave to accompany them to court, to hospital, or to mind children.

### **11.5 Individual Support**

- a) In order to provide support to an employee experiencing domestic violence and to provide a safe work environment to all employees, the Synod will approve any reasonable request from an employee experiencing domestic violence for:
  - (i) changes to their span of hours or pattern of hours and/or shift patterns;
  - (ii) job redesign or changes to duties;
  - (iii) relocation to suitable employment within the Synod;
  - (iv) a change to their telephone number or email address to avoid harassing contact;
  - (v) any other appropriate measure including those available under existing provisions for family friendly and flexible work arrangements.
- b) An employee experiencing domestic violence will be offered a referral to the Employee Assistance Program (EAP) and/or other local resources. The EAP shall include professionals trained specifically in domestic violence.
- c) An employee that discloses to People & Culture or their supervisor that they are experiencing domestic violence will be given a resource pack of information regarding support services.

## **12 Staff Training and Development**

### **12.1 Management Initiatives**

The Synod encourages employees to expand, improve and increase their knowledge and skills. It is the prerogative of the executive director to determine the training courses to be funded, in consultation with employees as part of the performance review process.

### **12.2 Employees' Initiatives**

Opportunities are also available to employees to increase their skills and assist in their professional and personal development. Full-time and part-time employees wishing to undertake a course of development or training which they believe will enhance their skills and better equip them for their tasks at work may apply for training leave, provided the executive director is satisfied that the benefits are real (see also Study Leave clause 10.7).

### **12.3 Subscriptions**

The Synod will pay professional membership fees for an employee where such membership is a requirement for accreditation of the employee in his/her profession, or provides enhancement of the profession of the employee and the subscription is pre-approved by the employee's manager. Resources which are provided as a result of such membership (including but not restricted to professional newsletters and magazines) are the property of the Synod.

### **12.4 Performance review**

Every employee covered by this Agreement will participate in a regular review of performance in his or her role. Performance Planning and Development (PPD) discussions will be conducted annually and will be attended by the immediate manager. The completed PPD document will be made available to the employee, who can discuss it with his or her supervisor, manager or executive director before signing it. For further information refer to the PPD Guidelines.

## **13 Change management**

The Synod may need to make changes from time to time in order to meet legislative, regulatory or operational requirements. The Synod recognises that it is important to provide information about significant change to the workplace and work resources and processes in a

timely manner and seeks to ensure that a process of consultation occurs with affected employees.

### **13.1 Process**

Where significant change is being considered that may have an impact on employees the following process will apply. Where the change that is being considered may result in redundancy, the process set out in clause 17.4 will apply:

- a) Where consideration is being given to proposals about major workplace changes that are likely to significantly affect employees, relevant information will be shared with those affected employees and their representatives, if any, as soon as practicable.
- b) Management will discuss with the employees affected and their representatives, if any, the reasons for the proposed changes and will provide them with the opportunity to express their views. Affected employees may be accompanied by a support person or representative during this process.
- c) Management will give prompt and genuine consideration to matters raised about the change prior to making a decision.
- d) Where, after consultation as specified in 13.1(a) to 13.1(c), the Synod makes a decision to proceed with change the Synod will provide information in writing to the relevant employees and their representatives, if any, such information shall include:
  - i) relevant information about the change including the nature of the change proposal; and
  - ii) information about the effects of the change on the employees; and
  - iii) any other matters likely to affect the employees.

The Synod will not be required to disclose confidential or commercially sensitive information.

- a) Imminent risks to health safety are exempt from this clause.
- b) For the purposes of this clause, a significant change may include the termination of the employment of employees, major change to the composition, operation or size of the workforce or to the skills required of employees, or the alteration of hours of work.

### **13.2 Cooperation**

The parties must co-operate to ensure that all procedures referred to in this clause 13 are carried out expeditiously.

## **14 Dispute Resolution Procedures**

As an employer, the Synod is committed to establishing and maintaining a positive and respectful work environment. However, from time to time disputes and grievances related to the workplace occur.

### **14.1 Matters covered**

If a dispute relates to:

- a) A matter arising under this Agreement; or
- b) The National Employment Standards.

Then this clause 14 sets out procedures to deal with the dispute.

Matters relating to bullying, harassment or sexual harassment should be managed in accordance with the Synod Bullying, Harassment and Sexual Harassment Policy and Procedures.

### **14.2 Synod Grievance Resolution Procedures**

The Synod Grievance Resolution Policy and Procedures provides a framework for resolving matters of dispute or grievance.

### **14.3 Representation**

An employee who is a party to the dispute may appoint an advisor or representative for the purposes of the procedures in this clause.

#### **14.4 Principles**

The Synod aims to resolve grievances through conciliation so that effective, productive and harmonious working relationships can be restored in a timely manner. Principles underpinning the process are:

- Natural justice/procedural fairness
- Safe place
- Understanding of power
- Boundaries
- Privacy and confidentiality

#### **14.5 Resolution within the workplace**

##### **14.5.1 Serious matters**

Matters of a serious nature may be referred directly to the relevant executive director.

##### **14.5.2 Synod Grievance Process**

The Synod Grievance Resolution Policy and Procedures provides options for self-managed, manager-assisted and conciliated resolution of disputes and grievances.

##### **14.5.3 Self-managed resolution**

Self-managed resolution is the first step to resolving a grievance and parties must be willing to resolve the matter:

- i) directly and in person at the local level;
- ii) in good faith; and
- iii) using constructive and clear communication.

##### **14.5.4 Manager-assisted procedure**

If the matter cannot be resolved by the self-managed process, the manager assisted procedure is the next step.

This process will involve a facilitated conversation between the parties to resolve the matter.

##### **14.5.5 Notified procedure**

If resolution has not been achieved through the self-managed or manager-assisted procedures, the notified procedure is the next step.

This process will be managed by a coordinator who will attempt to resolve the matter either directly or by delegation with the assistance of a conciliator, relevant manager and/or any other relevant parties.

##### **14.5.6 Escalation/referral**

If the dispute or grievance is still unresolved, parties to the grievance may request that the notified procedure be repeated and managed by the next level coordinator up to the level of executive director.

Alternatively, the unresolved dispute or grievance may be referred to a body agreed to by both parties (and independent of management) for final determination within the Church.

##### **14.5.7 Referral to the General Secretary**

If still unresolved, the matter can be referred to the General Secretary.

#### **14.6 Referral to the Fair Work Commission**

If discussions at the workplace level do not resolve the dispute, a party to the dispute may refer the matter to FWC.

The FWC may deal with the dispute in two 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 FWC is unable to resolve the dispute at the first stage, it may:
  - i) arbitrate the dispute; and
  - ii) make a determination that is binding on the parties.

Note: If the FWC arbitrates the dispute, it may also use the powers that are available to it under the *Fair Work Act 2009*.

A decision that the FWC makes when arbitrating a dispute is a decision for the purpose of Div 3 of Part 5.1 of the *Fair Work Act 2009*. Therefore, an appeal may be made against the decision.

#### **14.7 Work performed during dispute resolution**

While the parties are trying to resolve the dispute using the procedures in this clause:

- 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 Synod 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.

#### **14.8 Parties bound by Fair Work Commission decision**

The parties to the dispute agree to be bound by a decision made by the FWC in accordance with this clause.

### **15 Managing staff performance**

#### **15.1 Notification**

Prior to any interview involving disciplinary matters the employee should be informed that they may consult with the Director People & Culture and/or have an advocate who does not work within their unit present at the interview in order to assist them.

#### **15.2 Performance**

Employees will be encouraged at all times to meet the performance criteria agreed at the time of their engagement and at the time of annual staff performance reviews.

##### **15.2.1 Unsatisfactory performance**

Unsatisfactory performance of an employee should be addressed by the manager or supervisor or the executive director as a component of his or her ongoing management responsibilities, and discussed with the employee.

A period of time which is reasonable under all of the circumstances (and in any event no less than fourteen (14) days) should be allowed to enable an employee who is not performing to the required level to increase his or her performance to the required level.

##### **15.2.2 Continued unsatisfactory performance**

Where the employee's performance does not reach the required level within the time-frame specified in clause 15.2.1, and the executive director considers disciplinary action is necessary due to unsatisfactory performance, he or she must notify the employee in writing that the employee's performance is considered unsatisfactory.

This second warning must state the details of the failure to perform at the required level and give the employee a further reasonable period of time (and in any event not less than fourteen (14) days) within which to increase the employee's performance to the level required.

This written warning will be recorded on the employee's personnel file.

The manager should initiate an interview with the employee (and their supervisor if such a position exists) to reiterate the written warning and discuss how the employee's performance can be improved.

A written record should be made of the interview and where practicable, signed by the employee as an acknowledgment of it being a true and correct account of the interview.

The employee should be warned of the consequences of not meeting the required level of performance.

### **15.2.3 Outcome of continued unsatisfactory performance**

Where the employee's performance still does not reach the required level within the further period referred to in clause 15.2.2, the executive director may in his or her discretion repeat the procedures in clause 15.2.1 and/or clause 15.2.2.

If the employee's performance is unlikely to improve to the required level, an alternative suitable position may be offered to the employee if available.

However, in instances of significant unsatisfactory performance it may be appropriate to move straight to a final written warning.

If no suitable position is available the employee's employment will be terminated on notice.

If an employee is terminated for unsatisfactory performance, a letter of termination setting out the reasons for termination will be provided to the employee.

## **15.3 Misconduct**

### **15.3.1 Evidence**

- a) Where the executive director considers that disciplinary action may be necessary due to misconduct, he or she must collect evidence relating to the alleged incident or incidents of misconduct.
- b) This evidence should include statements by all witnesses to the alleged incident or incidents and reports from those who may have prepared reports.
- c) These steps must be fully documented and a detailed record of the investigation maintained.
- d) Allegations of misconduct must be investigated as soon as possible after they have been made and communicated to the executive director.

### **15.3.2 Interview**

If the executive director is satisfied that there is evidence of misconduct, the employee will be required to attend an interview to discuss the matter.

- a) The purpose of the interview should be explained to the employee who should be informed that he or she may have a representative present to assist him or her in the interview.
- b) Specific allegations of misconduct which have been identified must be put to the employee. The employee will be asked for an explanation.
- c) A detailed record of the interview will be made in writing and where practicable signed by the employee as acknowledgment of it being a true and correct account of the interview.

### **15.3.3 Subsequent misconduct**

If the employee engages in further misconduct, the procedures set out in clauses 15.3.1 to 15.3.2 above will be repeated.

- a) If the further misconduct does not constitute serious misconduct, the executive director must decide whether or not the misconduct constitutes grounds for termination by notice.
- b) If the executive director considers that the next incident will result in dismissal, the executive director must discuss the matter with the General Secretary, and with his or her agreement will issue a firm written warning to the employee, emphasising that this is a final warning.

- c) If a subsequent incident occurs it must be investigated in the same manner as prior incidents and a decision made relating to the outcomes of this investigation.

#### **15.3.4 Serious misconduct**

Serious misconduct is misconduct of a kind which makes it unreasonable to require the Synod to continue the employment of the relevant employee during the period of notice of termination which the employee would otherwise have been entitled to under clause 17.3.

- a) Where allegations relate to serious misconduct, an employee may be suspended with pay, but only with the consent of, and for a period authorised by, the General Secretary.
- b) If, following an investigation and interview with the relevant employee, the executive director is satisfied that serious misconduct has occurred, the employee's employment will be terminated without notice following discussion with the General Secretary.
- c) No dismissals for serious misconduct are to take place without the authority of the General Secretary.

#### **15.3.5 Misconduct which is found to be not serious misconduct**

If, following the investigation and interview, the executive director is satisfied that the misconduct does not constitute serious misconduct, he or she will issue a written warning to the employee setting out the nature of the misconduct, and the possible consequences should the misconduct be repeated. All relevant documents, including a copy of this warning will be placed on the employee's personnel file.

#### **15.3.6 Dispute resolution procedures arising from disciplinary action**

If a dispute arises over the disciplinary action, the matter will be referred to the General Secretary.

#### **15.3.7 Referral**

If the dispute is still unresolved, the employee or management may request the General Secretary to refer the matter to a body independent of management and agreed to by both parties for final determination within the Church.

#### **15.3.8 Twelve month lapse**

If after any warning a period of twelve (12) months elapses without any further warning or action, the matter will be considered closed and any reports or references to the incident will be removed from the employee's personnel file.

#### **15.3.9 Records**

The personnel records of the employee are to be retained and held by the People & Culture Unit of the Synod.

### **16 Termination of employment by an employee**

The notice of termination required to be given by an employee will be two (2) weeks, unless otherwise stated in the employee's letter of engagement.

### **17 Termination of employment by the Synod**

The dismissal of an employee must be undertaken with sensitivity and care and must not be harsh, unreasonable or unjust.

#### **17.1 Authority to terminate**

No Synod employee will have his or her employment terminated without the authority of the relevant executive director and the General Secretary.

#### **17.2 Prohibited grounds**

The Synod acknowledges that the following grounds are prohibited for terminating the employment of an employee:

- a) the temporary absence of an employee from work because of illness or injury;

- b) union membership or participation in union activities outside working hours or, with the employer's consent, during working hours;
- c) race, colour, sex, sexual preference, age, physical or mental disability, marital status, family responsibilities, pregnancy, religion, political opinion, national extraction or social origin.

### 17.3 Period of notice

The Synod will give the following notice of termination of an employee's employment:

Period of Continuous Service	Period of Notice	
	Under 45 years of age	Over 45 years of age
Less than one year	1 week	1 week
1 year but less than 2 years	2 weeks	2 weeks
2 years but less than 3 years	2 weeks	3 weeks*
3 years but less than 5 years	3 weeks	4 weeks*
5 years and over	4 weeks	5 weeks*

\* An extra week has been added where an employee has two (2) or more year's continuous service and is over 45 years of age.

#### 17.3.1 Notice not applicable

Clause 17.3 will not apply in the case of dismissal for serious misconduct.

### 17.4 Redundancy

Redundancy of a position will only occur where there is genuinely no longer a need for that position, and where other options within Synod operations have been explored and exhausted.

Where a definite decision is to be made by the Synod that it no longer wishes the job an employee is performing to be done by anyone and this is not due to the ordinary and customary turnover of labour, and that decision may lead to termination of employment, the General Secretary will institute the procedures set out in clause 17.5 for redundancy.

### 17.5 Discussion before termination

**17.5.1** An employee is not required to accept any suggested alternatives to redundancy.

**17.5.2** Where consideration is being given to proposals which may affect the current terms and conditions of employment of lay staff members, relevant information should be shared with employees and the elected staff representatives by those authorised to do so.

**17.5.3** Before the Synod makes any definite decision which may lead to termination of the employment of an employee, the Synod must hold discussions with that employee, and any other employees directly affected, together with their respective representatives. An advocate (see definitions clause 4.9) should be present in all cases unless the employee specifically requests otherwise. During these discussions, the Synod must investigate alternatives to termination, including transfer to a comparable position in another area of the Synod, offering the employee a transfer to a lower paid position, consideration of job sharing where applicable, and reduced hours of work.

**17.5.4** Where, after discussions under paragraph 17.5.3 have taken place, and the Synod then makes a definite decision that may lead to termination of employment of the employee, the Synod must hold further discussions with all other employees directly affected, together with their respective representatives. An advocate should be present in all cases unless the employee specifically requests otherwise.

**17.5.5** These discussions must take place as soon as is practicable and must cover the reasons for the proposed terminations, measures to avoid or minimise the terminations and measures to mitigate any adverse effects of any terminations on the lay staff members concerned.

**17.5.6** For the purpose of all discussion under this clause 17.5 the Synod must provide in writing to the employees concerned all relevant information about the proposed terminations including categories of lay staff members likely to be affected, and the period over which the terminations are likely to be carried out. The Synod will not be required to disclose confidential information.

**17.6 Transfer to lower paid duties, job sharing or reduced hours of work**

No employee shall have a reduction in their rate of pay unless that employee has a reduction in responsibility due to workplace changes.

Where such a change occurs then the employee's position will be evaluated in accordance with the Synod's Remuneration policy and procedures.

If the position is evaluated at a lower level, then the employee will receive six (6) months' salary maintenance before moving to the new remuneration level.

Where job sharing or reduced hours of work are being adopted due to the operational requirements of the Synod, then the employee will be entitled to the same period of notice as the employee would have been entitled to if their employment had been terminated.

Every reasonable effort will be made by the Synod to redeploy the employee to a comparable position at the same salary.

Any reduction in an employee's salary under this clause must be approved by the General Secretary.

**17.7 Redundancy pay**

In addition to the period of notice prescribed for ordinary termination, an employee whose employment is terminated at the initiative of the Synod under clause 17 is entitled to the following amount of redundancy pay in respect of each completed year of his or her continuous period of service:

<b>Period of Continuous Service</b>	<b>Redundancy Pay**</b>
Less than one year	1 week
1 completed year	4 weeks
2 completed years	6 weeks
3 completed years	7 weeks
4 completed years	8 weeks
5 completed years	10 weeks' pay
More than 5 completed years	2 weeks' pay per completed year of service up to a maximum of 26 weeks

\*\*Weeks' pay means the ordinary time rate for the employee concerned.

**17.7.1 Continuity of service**

For the purpose of this clause 17.7, continuity of service will be calculated in accordance with Section 22, Division 4 of Part 1-2 of the *Fair Work Act 2009*.

**17.7.2 Redundancy pay not applicable**

In the event that the Synod sells the business or part of the business carried on by it or transmits the business or part of the business to another person or entity and the Synod secures an offer of employment in a comparable position for the employee from the purchaser or the transmittee of the business then no amount will be payable to the employee by way of a redundancy payment, in accordance with Section 122, Subdivision B of Division 11 of Part 2-2 of the *Fair Work Act 2009*.

**17.8 Employees leaving during the notice period**

An employee whose employment is terminated under clause 17.4 may terminate her or his employment during the period of notice and, if so, will be entitled to the same benefits



and payments under this clause had the employee remained employed by the Synod until the expiry of that notice.

Employees will exhaust all time in lieu accruals prior to their final day of employment.

Where it is not possible to exhaust time in lieu accruals prior to termination, they will be paid out at single time in the final pay.

### **17.9 Time off work during notice period**

During the period of notice of termination given by the Synod, an employee will be allowed up to one day's paid leave per week as time off for the purpose of seeking other employment, without loss of pay during each week of notice.

If the employee has been allowed paid leave for more than one day in each week during the notice period for the purpose of seeking other employment, the employee must at the request of the Synod produce proof of attendance at an interview. For this purpose a statutory declaration by the employee will be sufficient.

### **17.10 Notification to Centrelink**

Where a decision has been made to terminate fifteen (15) or more employees in the circumstances outlined in paragraph 17.4, the Synod must notify Centrelink as soon as possible giving relevant information, including the number and categories of the employees likely to be affected and the period over which the terminations are intended to be carried out.

## **18 Significant change during the life of this Agreement**

Management and employees acknowledge that legislative or other significant change may arise during the life of this Agreement which may materially affect employees.

Should this occur, consultation will occur in accordance with clause 12 of this Agreement.

## **19 Over-riding awards**

This Agreement excludes the application of any Award.

## **20 Commitment to consultation**

The parties agree to engage in ongoing consultation throughout the life of this Agreement.

A consultative committee will convene on at least a quarterly basis. It will have terms of reference drafted and endorsed by the committee and ratified by the Synod Senior Leadership Team (SLT). The consultative committee will be made up of employee, employer and union representatives.

This process will commence twelve (12) months after the commencement of this Agreement.

## **21 No Further Claims**

The parties to this Agreement agree not to make any further claims prior to the nominal expiry date of this Agreement, whether such claims are for matters under this Agreement, under any Award or neither and whether or not the subject of negotiation or any claim in this Agreement.

## **22 Flexibility Arrangements**

### **22.1 Individual flexibility arrangements**

The employer 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:

#### **22.1.1** the Agreement deals with one (1) or more of the following matters:

- a) arrangements about when work is performed;
- b) overtime rates;
- c) penalty rates;
- d) allowances;
- e) leave loading; and

- 22.1.2** the arrangement meets the genuine needs of the employer and employee in relation to 1 or more of the matters mentioned in paragraph 22.1.1; and
- 22.1.3** the arrangement is genuinely agreed to by the employer and employee.
- 22.1.4** The employer 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.
- 22.1.5** The employer 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 the enterprise 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.
- 22.1.6** The employer must give the employee a copy of the individual flexibility arrangement within 14 days after it is agreed to.
- 22.1.7** The employer or 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 the employer and employee agree in writing — at any time.

## **22.2 Working away from the office**

From time to time, an employee may work away from the office with prior approval of their manager. The employee working away from the office must manage the process in accordance with the relevant Synod policy.

**23 Signatures**

**General Secretary**

Signed on behalf of The Uniting Church in Australia Synod of Victoria and Tasmania

MARK LAWRENCE

Name (print)

130 LITTLE COLLINS STREET, MELBOURNE VIC 3000

Address

*Mark Lawrence*

Signature

2/4/15

Date

**Employee representative**

Signed on behalf of the employees of The Uniting Church in Australia Synod of Victoria and Tasmania

LUCIAN DANILA

Name (print)

130 LITTLE COLLINS ST MELBOURNE 3000

Address

*Lucian Danila*

Signature

21 APRIL 2015

Date

**ASU representative**

Signed on behalf of the Australian Services Union

\_\_\_\_\_

Name (print)

\_\_\_\_\_

Address

\_\_\_\_\_

Signature

\_\_\_\_\_

Date

**23 Signatures**

**General Secretary**

Signed on behalf of The Uniting Church in Australia Synod of Victoria and Tasmania

MARK LAWRENCE

Name (print)

130 LITTLE COLLINS STREET, MELBOURNE VIC 3000

Address

Mark Lawrence

Signature

2/4/15

Date

**Employee representative**

Signed on behalf of the employees of The Uniting Church in Australia Synod of Victoria and Tasmania

LUCIAN DANILA

Name (print)

130 LITTLE COLLINS ST MELBOURNE 3000

Address

Lucian Danila

Signature

21 APRIL 2015

Date

**ASU representative**

Signed on behalf of the Australian Services Union

LISA DARMANIN

Name (print)

116 QUEENSBERRY ST, CARLTON STH VIC 3053.

Address

Lisa Darmenin

Signature

29 April 2015.

Date

## **Appendix A: Remuneration Review: 30 April 2015**

In accordance with the conditions of the Lay Staff Collective Employment Agreement 2011, the Synod delivered a two (2) percent remuneration increase in the first pay period of January 2015.

An additional one (1) percent payment will be made as follows:

### **A.1. Date of payment**

The adjusted remuneration and payment will be completed by 31 May 2015.

### **A.2. Payment**

If payment applies, the calculation will be based on:

- a) Remuneration as at 1 January 2015
- b) Payment back dated to the first pay period in January 2015

### **A.3. Eligibility**

#### **a) Permanent employees – employees who were employed as at 1 January 2015**

A one (1) percent payment will be applied and backdated to the first full pay period in January 2015.

#### **b) Permanent employees – employees who were engaged after 1 January 2015**

A one (1) percent payment will be applied and backdated to the commencement date.

#### **c) Casual employees**

The hourly rate will be effective from the commencement of this Agreement (refer clause 4.1) and no back payment applies.

#### **d) Permanent employees who depart the Synod prior to commencement of this Agreement**

This group of employees are not eligible to receive the one (1) percent payment.

Appendix B: Remuneration tables

<b>April 2015</b>			<b>January 2016</b>		
<b>Level</b>	<b>Min</b>	<b>Max</b>	<b>Level</b>	<b>Min</b>	<b>Max</b>
E	34,855	41,400	E	35,901	42,642
1	41,401	53,448	1	42,643	55,051
2	53,449	61,408	2	55,052	63,250
3	61,409	72,780	3	63,251	74,963
4	72,781	88,701	4	74,964	91,362
5	88,702	106,897	5	91,363	110,104
6	106,898	126,229	6	110,105	130,016
7	126,230	150,110	7	130,017	154,613
8	150,111	203,191	8	154,614	209,287
9	203,192	+	9	209,288	+
<b>January 2017</b>			<b>January 2018</b>		
<b>Level</b>	<b>Min</b>	<b>Max</b>	<b>Level</b>	<b>Min</b>	<b>Max</b>
E	36,978	43,921	E	38,087	45,239
1	43,922	56,703	1	45,240	58,404
2	56,704	65,148	2	58,405	67,102
3	65,149	77,212	3	67,103	79,528
4	77,213	94,103	4	79,529	96,926
5	94,104	113,407	5	96,927	116,809
6	113,408	133,917	6	116,810	137,935
7	133,918	159,251	7	137,936	164,029
8	159,252	215,566	8	164,030	222,033
9	215,567	+	9	222,034	+

### Appendix C: Remuneration – minimum salary table

Level	Indicative Positions	Apr-15	Jan-16	Jan-17	Jan-18
<b>E</b>	Administration, Hospitality, Maintenance	\$34,855	\$35,901	\$36,978	\$38,087
<b>1</b>	Administration, Clerical, Sales, Receptionist	\$41,401	\$42,643	\$43,922	\$45,240
<b>2</b>	Administration, Accounting, Clerical, Customer Service, Events/Fund Raising, Social Justice, Human Resources, Insurance OHS, Payroll, Personal Assistant	\$53,449	\$55,052	\$56,704	\$58,405
<b>3</b>	Accounting, Finance, Insurance, Communications, Media, Fundraising Officer, Social Justice Officer, IT, Payroll, People & Culture, Occupational Health and Safety, Project, Senior Administration Officer, Executive Assistant, Assistant Accountant, Graduate Accountant, Graduates	\$61,409	\$63,251	\$65,149	\$67,103
<b>4</b>	Finance, Communications, Media, Social Justice, Fundraiser, Payroll, People & Culture, Occupational Health and Safety, Project Officer, Coordinator, Manager, Executive Officer	\$72,781	\$74,964	\$77,213	\$79,529
<b>5</b>	Manager, Adviser, Management Accountant, Project Manager	\$88,702	\$91,363	\$94,104	\$96,927
<b>6</b>	Manager, Director, Senior Accountant, Senior Adviser	\$106,898	\$110,105	\$113,408	\$116,810
<b>7</b>	Senior Manager, Director, Expert Professional, Legal Counsel	\$126,230	\$130,017	\$133,918	\$137,936
<b>8</b>	Executive Director, Senior Director	\$150,111	\$154,614	\$159,252	\$164,030
<b>9</b>	Executive Director	\$203,192	\$209,288	\$215,567	\$222,034

## Appendix D: Supported Wage System

This schedule defines the conditions which will apply to employees who because of the effects of a disability are eligible for a supported wage under the terms of this award.

### D.1. In this schedule:

- a) *approved assessor* means a person accredited by the management unit established by the Commonwealth under the supported wage system to perform assessments of an individual's productive capacity within the supported wage system
- b) *assessment instrument* means the tool provided for under the supported wage system that records the assessment of the productive capacity of the person to be employed under the supported wage system
- c) *disability support pension* means the Commonwealth pension scheme to provide income security for persons with a disability as provided under the Social Security Act 1991, as amended from time to time, or any successor to that scheme
- d) *relevant minimum wage* means the minimum wage prescribed in this award for the class of work for which an employee is engaged
- e) *supported wage system* means the Commonwealth Government system to promote employment for people who cannot work at full award wages because of a disability, as documented in the Supported Wage System Handbook. The Handbook is available from the following website: [www.jobaccess.gov.au](http://www.jobaccess.gov.au)
- f) *SWS wage assessment agreement* means the document in the form required by the Department of Education, Employment and Workplace Relations that records the employee's productive capacity and agreed wage rate

### D.2. Eligibility criteria

- a) Employees covered by this schedule will be those who are unable to perform the range of duties to the competence level required within the class of work for which the employee is engaged under this award, because of the effects of a disability on their productive capacity and who meet the impairment criteria for receipt of a disability support pension.
- b) This schedule does not apply to any existing employee who has a claim against the employer which is subject to the provisions of workers compensation legislation or any provision of this award relating to the rehabilitation of employees who are injured in the course of their employment.

### D.3. Supported wage rates

- a) Employees to whom this schedule applies will be paid the applicable percentage of the relevant minimum wage according to the following schedule:

Assessed capacity % (Clause D.4)	Relevant minimum wage %
10	10
20	20
30	30
40	40
50	50
60	60
70	70
80	80
90	90

- b) Provided that the minimum amount payable must be not less than \$80 per week.
- c) Where an employee's assessed capacity is 10%, they must receive a high degree of assistance and support.



#### **D.4. Assessment of capacity**

- a) For the purpose of establishing the percentage of the relevant minimum wage, the productive capacity of the employee will be assessed in accordance with the Supported Wage System by an approved assessor, having consulted the employer and employee and, if the employee so desires, a union which the employee is eligible to join.
- b) All assessments made under this schedule must be documented in an SWS wage assessment agreement, and retained by the employer as a time and wages record in accordance with the Act.

#### **D.5. Lodgement of SWS wage assessment agreement**

All SWS wage assessment agreements under the conditions of this schedule, including the appropriate percentage of the relevant minimum wage to be paid to the employee, must be lodged by the employer with the Fair Work Commission.

All SWS wage assessment agreements must be agreed and signed by the employee and employer parties to the assessment. The assessment will be referred to the ASU by certified mail and the agreement will take effect unless an objection is raised by them within 10 working days.

#### **D.6. Review of assessment**

The assessment of the applicable percentage should be subject to annual or more frequent review on the basis of a reasonable request for such a review. The process of review must be in accordance with the procedures for assessing capacity under the supported wage system.

#### **D.7. Other terms and conditions of employment**

Where an assessment has been made, the applicable percentage will apply to the relevant minimum wage only. Employees covered by the provisions of this schedule will be entitled to the same terms and conditions of employment as other employees covered by this Agreement on a pro rata basis.

#### **D.8. Workplace adjustment**

Should the Synod wish to employ a person under the provisions of this schedule, the Synod must take reasonable steps to make changes in the workplace to enhance the employee's capacity to do the job. Changes may involve re-design of job duties, working time arrangements and work organisation in consultation with other employees in the area.

#### **D.9. Trial period**

- a) In order for an adequate assessment of the employee's capacity to be made, the Synod may employ a person under the provisions of this schedule for a trial period not exceeding twelve (12) weeks, except that in some cases additional work adjustment time (not exceeding four (4) weeks) may be needed.
- b) During that trial period the assessment of capacity will be undertaken and the percentage of the relevant minimum wage for a continuing employment relationship will be determined.
- c) The minimum amount payable to the employee during the trial period must be no less than \$80 per week.
- d) Work trials should include induction or training as appropriate to the job being trialled.
- e) Where the Synod and employee wish to establish a continuing employment relationship following the completion of the trial period, a further letter of offer will be provided based on the outcome of assessment under clause D.4.

## **Appendix E: Classifications**

The purpose of the classification descriptors is to classify positions, rather than describe the work in detail. The descriptors for each level are intended to cover a range of positions and are therefore generic in nature. All classification levels have elements of each of the five different factors, which combine to form work value.

Classification levels will be applied with reference to these guidelines, and with the understanding that no single grouping of factors will necessarily apply directly to one position.

Each position is described in its position description, including classification level.

In order to classify a position each of the following work value factors is considered. Each factor has different gradation which increases from Entry Level upwards.

Positions are classified by matching the position description for the position with the classification level descriptors and the indicative tasks as addressed on the following pages.

The remuneration table (refer Appendix B) provides a minimum rate of pay for each Level. Normally the rate of pay for each position will be between the minimum and maximum points. Only the General Secretary may authorise remuneration above the maximum point.

## **E1 Entry Level**

### **E1.1 Qualifications and experience**

Employees at this Level are not required to have work experience or qualifications upon engagement.

### **E1.2 Indicative positions**

Includes administration, maintenance, hospitality, café assistant, kitchen hand, sales assistant, driver.

### **E1.3 Task level**

Tasks are clearly defined and there is no requirement for procedures to be varied. Established procedures exist and any variation to tasks or procedures must be approved by the employee's supervisor.

### **E1.4 Level of supervision**

Work is performed under close direction using established practices, procedures and instructions.

### **E1.5 Judgement, independence and problem solving**

Problems can usually be solved by reference to established practices, procedures and instructions. Problems which are outside these practices and procedures must be referred to more senior staff.

### **E1.6 Communication and interpersonal skills**

Communication will be with colleagues in the immediate work area.

### **E1.7 Indicative tasks**

- a) Filing, archiving, collating, photocopying, internal and external mail processes including assisting with bulk mail outs, maintenance of basic records, hospitality tasks.
- b) Maintenance activities such as setting up meeting rooms or assisting with basic preparation for events.

## **E2 Level 1**

### **E2.1. Qualifications and experience:**

Employees at this Level have very little or no relevant experience. No qualifications are required.

### **E2.2. Indicative positions**

Includes administration,, receptionist, chef assistant, gardener, retail assistant

### **E2.3. Task level**

Employees at level one may be required to perform routine functions requiring an understanding of clear, straightforward rules or procedures and may be required to operate office equipment including computer to a basic skill level, fax machine, folding machine, laminating machine, franking machine, photo copier, switchboard.

### **E2.4. Level of supervision**

Work is performed under close direction using established practices, procedures and instructions.

### **E2.5. Judgement, independence and problem solving**

Problems can usually be solved by reference to established practices, procedures and instructions. Problems which are outside standard practices and procedures must be referred to more senior staff.

### **E2.6. Communication and interpersonal skills**

Communication will be with colleagues in the immediate work area or to undertake basic reception duties.

### **E2.7. Indicative tasks**

- a) Filing, archiving, collating, photocopying, faxing, internal and external mail processes including assisting with bulk mail outs, maintenance of basic hard copy and electronic records, hospitality tasks. Receiving and responding to initial inquiries and issues using established procedures.
- b) Reception/switchboard tasks including directing telephone callers to appropriate staff, issuing and receiving standard forms, relaying internal information, initial greeting of visitors, coordinating meeting room bookings, assisting with preparation for events.
- c) Basic word processing and data base tasks using appropriate software.

## **E3 Level 2**

### **E3.1. Qualifications and experience:**

Qualifications relevant to the position or equivalent industry experience.

### **E3.2. Indicative positions**

Includes administration assistant, administration officer, accounting officer, chef, fundraising & events officer, insurance officer, maintenance officer, People & Culture, receptionist.

### **E3.3. Level of supervision**

Routine supervision of straightforward tasks. Close supervision is required for more complex tasks.

### **E3.4. Task level**

- a) Tasks are clearly defined and there is little requirement for procedures to be varied, with any variation to be approved by the employee's supervisor.
- b) Some knowledge of administrative or basic accounts processes may be required.

### **E3.5. Judgement, independence and problem solving**

Resolution of problems where alternatives for the employee are limited to a few choices and the required action can be readily determined from available documentation and/or procedures.

### **E3.6. Communication and interpersonal skills**

Most communication will be with colleagues in the immediate work area, but the employee may also be required to communicate with members of the public with the purpose of conveying factual information.

### **E3.7. Indicative tasks**

- a) Provide general advice and information on the work area's products and services.
- b) Use of relevant software including intermediate word processing or data base entry and maintenance, preparation of basic presentations, basic internet search and functions.
- c) Filing, photocopying, answering phones, processing mail, arranging meetings, hospitality tasks, providing initial response to client queries.
- d) Clerical tasks such as processing accounts payable or receivable, recording, matching, checking and batching of accounts, invoices, and purchase orders.
- e) Arrange routine travel bookings and itineraries.
- f) Assist with preparation of events including venue and other bookings, coordinating attendance database, preparation of materials.

## **E4 Level 3**

### **E4.1. Qualifications and experience**

Qualifications relevant to the position or equivalent industry experience

### **E4.2. Indicative positions**

Includes accounting officer, personal/executive assistant, administrator, archivist, assistant accountant, bookkeeper, conveyancing, media, events coordinator, graduate, graphic designer, insurance, IT, marketing, communications, property & maintenance, social justice, People & Culture, records management

### **E4.3. Level of supervision**

General supervision of straightforward tasks; close supervision of more complex tasks may be required.

### **E4.4. Task level**

Most tasks undertaken are straightforward and have clearly established procedures.

### **E4.5. Judgement, independence and problem solving**

- a) Solve relatively straightforward problems with reference to established techniques and practices. Employees may be required to choose between a limited number of clear alternatives.
- b) An employee at this level will be expected to perform a variety of routine tasks. The employee will have some independence in carrying out duties within overall priorities determined by their supervisor / manager.

### **E4.6. Communication and interpersonal skills**

Most communication will be with colleagues in the immediate work area, but the employee may also be required to communicate to members of the public in order to convey factual information, particularly in relation to organisational policies and procedures

### **E4.7. Indicative tasks**

- a) Provide specialised advice and information on the organisation's products and services; respond to client/public/supplier problems within own functional area utilising a high degree of interpersonal skills.
- b) Diagnose and resolve operational, process or technical problems and queries in accordance with organisational policies and procedures
- c) Undertake comprehensive range of administration tasks including audio typing, drafting of routine correspondence, formatting reports, preparing presentations, drafting meeting agenda, attending meetings and taking minutes.
- d) More complex clerical tasks including reconciliations, and responding to and resolving account queries. Preparing cash payment summaries, banking report and bank statements; calculating and maintaining wage and salary records; following credit referral procedures; applying purchasing and inventory control requirements; posting journals to ledger; managing petty cash processes.
- e) Develop resources and materials for events or campaigns.
- f) Undertake, collate and present research within guidelines
- g) Plan and deliver training, activities sessions and events to congregations and presbyteries to promote and develop the work of the church in a range of areas including social justice, SHARE Appeal, congregational child, family, youth and adult ministry.
- h) Fundraising tasks including liaising with donors and managing donor databases, assisting with preparation of events and resourcing of campaigns
- i) Coordinate volunteers and /or train them in routine procedures.
- j) Provide support to senior staff including arrange travel bookings and itineraries; make appointments; screen telephone calls; respond to invitations; organise internal and external meetings.

## **E5 Level 4**

### **E5.1. Qualifications and experience**

Qualifications relevant to the position or equivalent industry experience

### **E5.2. Indicative positions**

Includes accountant, administration coordinator, administration manager, assistant accountant, client services officer, educator, counsellor, events manager, executive assistant, finance, fundraising, IT, media, payroll officer, project consultant, project officer, property & facilities, social justice, People & Culture, records management

### **E5.3. Level of supervision**

Close supervision is not required. At this level the employee may supervise one or two other employees who are at levels 1 – 3.

### **E5.4. Task level**

The employee may be required to undertake tasks with some complexity, including assessing the best approach to tasks or duties.

### **E5.5. Judgement, independence and problem solving**

- a) The employee will have some independence in determining a daily routine, and will be required to exercise judgement on work methods and task sequence within specified timelines and standard practices and procedures.
- b) Assessment of options to recommend action to manager may also be required.

### **E5.6. Communication and interpersonal skills**

- a) Communication is mostly within the organisation but regular communication with other work units is likely.
- b) The employee may also be required to communicate to members of the broader church and the public in order to convey factual information.

### **E5.7. Indicative tasks**

- a) Plan and coordinate projects, facilitate analysis and evaluation.
- b) Diagnose and resolve routine technical problems and queries.
- c) Senior administrative or clerical tasks including preparation of correspondence and reports. Executive administrative support services which may include the following: maintaining executive diary; attending executive/organisational meetings and taking minutes; establishing and/or maintaining current working and personal filing systems for executive; answering executive correspondence from verbal or handwritten instructions. Manage delegated functions autonomously.
- d) Provide advice on one or more of the following: employment conditions, occupational health and safety policy and processes, workers compensation procedures and regulations, payroll processes, superannuation entitlements procedures and regulations.
- e) Prepare schedules, calculate costings, reconcile accounts to balance, assist with budget preparation.
- f) Coordinate or manage a small group of staff, assist in budget development, monitoring and management.
- g) Communications positions undertake research, gather material, conduct interviews, write stories for internal and external communication
- h) Plan, prepare and execute field trips under the broad direction of more senior staff.
- i) Academic positions make original contributions in research and/or scholarship and/or teaching.

## **E6 Level 5**

### **E6.1. Qualifications and experience**

Qualifications relevant to the position with minimum degree or equivalent industry experience

### **E6.2. Indicative positions**

Includes educator, counsellor, adviser, accountant, manager (includes accounting, business development, communications, media, IT, projects, property, social justice), People & Culture, legal services

### **E6.3. Level of supervision**

Employees at this level will be subject to general direction with some closer supervision required for more complex duties or projects.

### **E6.4. Task level**

The employee may be required to undertake a diverse range of tasks or tasks with greater complexity than Level 4. Employees at this level may supervise other staff.

### **E6.5. Judgement, independence and problem solving**

- a) The employee will have overall independence in determining a daily routine, and will be required to exercise judgement based on knowledge of the work area and organisation.
- b) The employee will be required to solve problems related to standard processes but will refer more complex problems to more senior staff.

### **E6.6. Communication and interpersonal skills**

Employees at this level will have well developed written and verbal communication skills, and the capacity to relate effectively to a diverse range of people.

### **E6.7. Indicative tasks**

- a) Managers at this level will manage a small team with an operational or service delivery focus, contribute to budget monitoring and development.
- b) Managers have knowledge of compliance requirements and participate in ensuring that legislative and/or regulatory compliance is achieved and maintained.
- c) Project managers at this level plan and implement projects within guidelines.
- d) Professional positions provide advice in their field and / or undertake activities in research, design, implementation and evaluation.
- e) Academic positions will make major original and innovative contributions to their field of study or research, which are recognised as outstanding nationally, and will play a significant role within their discipline in fostering the research activities of others and in research training.



## **E7 Level 6**

### **E7.1. Qualifications and experience**

Qualifications relevant to the position with minimum degree and further education, or equivalent significant industry experience

### **E7.2. Indicative positions**

Includes assistant director, director, senior manager (including audit, property, insurance, investments, IT, marketing, operations, People & Culture, projects, fundraising, social justice), specialist adviser, senior professional, consultant, lawyer, accountant

### **E7.3. Level of supervision**

Managers this level will report to a director or executive director and may supervise, manage or direct a number of employees.

### **E7.4. Task level**

- a) The employee will have the capacity to effectively manage others, and /or apply a body of professional knowledge.
- b) In management positions the employee will be responsible for a team or unit, including preparation and management of budgets.
- c) In professional or advisory positions the employee will be required to apply theoretical knowledge at degree level, to undertake research unsupervised and to provide professional advice in a particular discipline.

### **E7.5. Judgement, independence and problem solving**

- a) In management positions the employee will be required to apply expertise in a particular set of policies and procedures and to be responsible for applying them in the context of their team or unit.
- b) The employee will be responsible for initially addressing and / or solving a range of staff related problems or issues that may arise.
- c) In professional positions, solve problems through the standard application of theoretical principles and techniques at degree level.

### **E7.6. Communication and interpersonal skills**

Employees at this level are will have excellent written and verbal communication skills, and the capacity to relate effectively to a diverse range of people, often in changing or varied contexts.

### **E7.7. Indicative tasks**

- a) In management positions employees ensure effective management of budget and staff including developing work area plans to implement and achieve team goals within the strategy of the broader functional area and organisational strategy.
- b) Professional and advisory positions undertake complex research or project management, or provide technical or expert advice within relevant legislative or regulatory frameworks.
- c) Management and professional positions at this level have knowledge of compliance requirements and participate in ensuring that legislative and / or regulatory compliance is achieved and maintained.
- d) Academic positions at this level will have achieved recognition through original, innovative and distinguished contributions to their field of research. They will foster excellence in research, research policy and research training.

## **E8 Level 7**

### **E8.1. Qualifications and experience**

Post graduate qualifications relevant to the position or equivalent significant industry experience

### **E8.2. Indicative positions**

Includes senior manager, director, professional, adviser, legal counsel

### **E8.3. Level of Supervision**

Employees at Level 7 will be subject to broad direction and are likely to supervise or manage a number of employees.

### **E8.4. Task Level**

- a) Conceptualisation, development, review and recommendation of organisation policies and strategies.
- b) Leadership, strategic thinking, planning, resource management.

### **E8.5. Judgement, independence and problem solving**

- a) In the context of the Synod's delegated authorities, responsibility for decision making in relevant function or area of expertise.
- b) Resolution of complex problems and provision of expert advice and leadership to others in problem solving.
- c) Provide strategic advice in relation to internal and external policies in the context of the overall strategy of the organisation.

### **E8.6. Communications and interpersonal skills**

- a) Employees at this level are will have outstanding written and verbal communication skills, and the capacity to relate effectively to a diverse range of people.
- b) Communications may often be with external organisations.

### **E8.7. Indicative tasks**

- a) Senior management and leadership positions, with clear accountability for team performance and outcomes and a significant contribution to achievement of organisational strategy.
- b) Positions are responsible for resource management and compliance in relevant areas, and provide leadership in policy development and implementation.

## **E9 Level 8**

### **E9.1. Qualifications and experience**

Post graduate qualifications relevant to the position and significant industry experience at an executive level.

### **E9.2. Indicative positions**

Includes executive director, assistant executive director, senior director, expert professional, legal counsel.

### **E9.3. Level of Supervision**

Employees at level 8 will be subject to broad direction.

### **E9.4. Task Level**

Conceptualisation, development, review and recommendation of organisation policies and strategies, leadership, strategic thinking, planning, resource management.

### **E9.5 Judgement, independence and problem solving**

- a) In the context of the Synod's delegated authorities, responsibility for decision making in leadership of relevant function.
- b) Resolution of complex problems and development and implementation of risk management strategies and actions. Provision of expert advice and leadership to others in problem solving.

### **E9.6. Communications and interpersonal skills**

- a) Employees at this level are will have outstanding written and verbal communication skills, and the capacity to relate effectively to a diverse range of people.
- b) Communications may often be with external organisations.

### **E9.7. Indicative tasks**

- a) Leadership of a whole function or commission within the Synod, including accountability for compliance and risk management.
- b) Significant contribution to organisational strategy and policies.

## **E10 Level 9**

### **E10.1. Qualifications and experience**

Post graduate qualifications relevant to the position and significant industry experience at an executive level.

### **E10.2. Indicative positions**

Includes executive director or highly expert professional appointed by and reporting to the General Secretary.

### **E10.3. Level of Supervision**

Employees at level 9 will be subject to broad direction.

### **E10.4. Task Level**

Conceptualisation, development, review and recommendation of organisation policies and strategies, leadership, strategic thinking, planning, resource management.

### **E10.5 Judgement, independence and problem solving**

- a) In the context of the Synod's delegated authorities, responsibility for decision making in leadership of relevant function.
- b) Resolution of complex problems and development and implementation of risk management strategies and actions.
- c) Provision of expert advice and leadership to others in problem solving.

### **E10.6. Communications and interpersonal skills**

- a) Employees at this level are will have outstanding written and verbal communication skills, and the capacity to relate effectively to a diverse range of people.
- b) Communications may often be with external organisations.
- c) Effective communication with a broad range of stakeholders across the whole of UCA operations and congregations
- d) Attending, participating and negotiating operational improvements at Standing Committee and board level
- e) Senior level stakeholder management

### **E10.7. Indicative tasks**

- a) Leadership of a whole function or commission within the Synod, including accountability for compliance and risk management.
- b) Significant contribution to organisational strategy and policies.
- c) Work effectively in complex and ambiguous changing work environments.