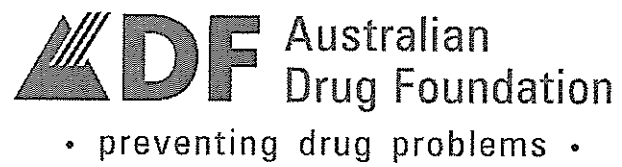


Australian Drug Foundation Workplace Agreement 2007



PART 1 - APPLICATION AND OPERATION OF AGREEMENT

1 AGREEMENT TITLE

Australian Drug Foundation Workplace Agreement 2007

2 ARRANGEMENT

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3 ANTI DISCRIMINATION

- 3.1** It is the intention of the parties to this agreement to achieve the principal object in s.3 (m) of the Workplace Relations Act 1996 by helping to prevent and eliminate discrimination 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.
- 3.2** Accordingly, in fulfilling their obligations under the Disputes and Grievance procedures, the respondents must make every endeavour to ensure that neither the agreement provisions nor their operation are directly or indirectly discriminatory in their effects.
- 3.3** Nothing in this clause is to be taken to affect:
- 3.3.1** any different treatment (or treatment having different effects) which is specifically exempted under the Commonwealth anti-discrimination legislation;
- 3.3.2** an Employee, Employer or registered Organisation pursuing matters of discrimination in any State or Federal jurisdiction, including by application to the Human Rights and Equal Opportunity Commission;
- 3.3.3** the exemptions in sections 659 (3) and (4) of the Workplace Relations Act 1996.

4 AGREEMENT OBJECTIVE

4.1 Australian Drug Foundation

The ADF is a non-government public corporation. Its goals are to reduce drug related harm in the community through a range of education services and information products.

4.2 Aim of agreement

- 4.2.1 The aim of this agreement is to provide a comprehensive and simple to understand statement of the Term and Conditions of employment of ADF employees which will assist in meeting both the objectives of the organisation and the objectives of this Agreement.
- 4.2.2 The ADF performs a unique and vital role in the community and workplace harmony and dedication are critical in the successful performance of this role.
- 4.2.3 Accordingly, flexibility, accountability and openness are keynotes of this Agreement. It has been developed through a process of consultation and participation by all parties and reflects a commitment to a cooperative workplace culture based on common sense and trust.

4.3 Objectives of this Agreement

- 4.3.1 To ensure best practice in the provision of services for all aspects of the ADF's activities in accord with the objectives of the ADF.
- 4.3.2 To provide a satisfying working environment that encourages staff to offer an effective and consistent level of high quality service.
- 4.3.3 To encourage and maintain harmonious, flexible and dedicated working relationships between the ADF, management and employees.
- 4.3.4 To maintain the essential features of employment in the ADF with scope for adoption of pay and classification structures, and flexible employment conditions where this is consistent with the continuation of integrated, merit based service.
- 4.3.5 To develop and pursue changes on a co-operative continuing basis using a consultative approach.
- 4.3.6 To maintain essential standards of employment conditions such as hours of work, leave arrangements and superannuation. To ensure that existing standards and conditions are not undermined in any way that disadvantages employees.

5 DEFINITIONS

In this agreement, unless inconsistent with the context of the subject matter:

- 5.1 **Employee** means any person employed by the Australian Drug Foundation as listed in sub clause 7.2 of this agreement..
- 5.2 **Employer** means the Australian Drug Foundation.
- 5.3 **Union** means The Community and Public Sector Union.
- 5.4 **Management** means employees nominated as management by the Australian Drug Foundation.
- 5.5 **Director** means the person designated with management responsibility for one of the four ADF directorates.
- 5.6 **Information and procedures manual** means the employers manual which contains policies, procedures and general information regarding the ADF. The manual may be amended from time to time with the agreement of both parties.

6 COMMENCEMENT DATE OF AGREEMENT AND PERIOD OF OPERATION

6.1 This agreement comes into operation on lodgement with the Workplace Authority.

6.1.1 Salary increases payable under clause 17 will apply from 1 July 2007.

6.1.2 Alterations to conditions of employment provided for in this agreement will have effect from date of lodgement unless otherwise provided

6.2 The agreement will continue in force for a period up until 30 June 2010

7 APPLICATION OF AGREEMENT AND PARTIES BOUND

This agreement is binding on:

7.1 CPSU, the Community and Public Sector Union.

7.2 The Australian Drug Foundation, in respect of all employees (except up to 6 management positions nominated by the Chief Executive Officer, including the Chief Executive Officer) and who are eligible for membership of the Community and Public Sector Union, whether members of the union or not.

8 SAVINGS

8.1 Prior industrial instruments

Subject to clause 8.2, this Agreement operates to the exclusion of

8.1.1 An award except where protected award conditions apply under s354 of the Act

8.1.2 Orders of the Commission

8.1.3 Pre reform Certified Agreements.

8.1.4 All previous Workplace Agreements

8.2 Protected award conditions

Relevant **protected award conditions** from the Victorian State Agencies Award 2003 have been included or modified in the following way

Item as per s354 of the act	AGREEMENT CLAUSE
Rest breaks;	22.3
Incentive-based payments and bonuses;	17.2
Annual leave loadings;	25.5
Public holidays	31
Substituted public holidays	31
Monetary allowances for: <ul style="list-style-type: none">• Expenses incurred in the course of employment; or• Responsibilities or skills that are not taken into account in rates of pay for employees; or• Disabilities associated with the performance of particular tasks or work in particular conditions or locations;	20, 35

Loadings for working overtime or for shift work;	23
Penalty rates;	Not applicable
Outworker conditions	Not applicable

8.3 Preserved rights

- 8.3.1** Any entitlement in the nature of an accrued entitlement to an individual's benefit, which has accrued under any such previous Certified Agreement or Australian Workplace Agreement will not be affected by the making of this Agreement.
- 8.3.2** No Employee will, on balance, have his or her overall pay and conditions reduced as a result of the making of this Agreement.

PART 2 - COMMUNICATION, CONSULTATION, AND DISPUTE RESOLUTION

9 CONSULTATIVE MECHANISMS AND PROCEDURES

- 9.1** The parties to this agreement are committed to ensuring that effective communication exists between management and employees.
- 9.2** Where the employer has made a decision to restructure the workplace, introduce new technology or change existing work practices of employees, the employer will advise the affected employees and the Union and the employees' representative of the proposed changes as soon as practicable and no later than one week from the date of the decision. The employer will advise the affected employees of the likely effects on the employee's working conditions and responsibilities.
- 9.3** The employer will regularly consult with affected employees and give prompt consideration to matters raised by employees and where appropriate provide training for the employees to assist them to integrate successfully into the new structure.

10 DISPUTES AND GRIEVANCES

10.1 Resolution of disputes and grievances

- 10.1.1** Unless otherwise provided for in this Agreement, a dispute or grievance about a matter arising under this Agreement must be dealt with in accordance with this clause.
- 10.1.2** This clause does not apply to any dispute on a matter or matters arising in the course of bargaining in relation to a proposed workplace agreement.
- 10.1.3** A party may choose to be represented at any stage by a representative, including a union representative or employer's organisation.

10.2 Obligations of the Parties and Employees

- 10.2.1** The parties to the dispute or grievance must genuinely attempt to resolve the dispute or grievance through the processes set out in this clause and must cooperate to ensure that these processes are carried out expeditiously.
- 10.2.2** Whilst a dispute or grievance is being dealt with in accordance with this clause, work must continue in accordance with usual practice, provided that this does not apply to an Employee who has a reasonable concern about an imminent risk to his or her health or safety, has advised the employer of this concern and has not unreasonably failed to

comply with a direction by the employer to perform other available work that is safe and appropriate for the Employee to perform.

- 10.2.3** No Party or Employee will be prejudiced as to the final settlement of the dispute or grievance by the continuance of work in accordance with this clause.

10.3 Agreement and dispute settlement facilitation

- 10.3.1** For the purposes of compliance with this Agreement (including compliance with this dispute settlement procedure) an accredited employee representative must be released by her/his employer from normal duties for such periods of time as may be reasonably necessary to enable her/him to represent employees concerning matters pertaining to the employment relationship including but not limited to;

10.3.1(a) Investigating the circumstances of any dispute or any alleged breach of this Agreement;

10.3.1(b) Endeavouring to resolve any dispute arising out of the operation of the agreement;

10.3.1(c) Participating in conciliation, arbitration of any other alternative dispute resolution process;

10.3.1(d) The release from normal duties referred to in this clause is subject to the proviso that it does not unduly affect the operations of Employer

10.4 Internal process

- 10.4.1** If the dispute or grievance falls within the scope of the internal dispute or grievance resolution process, the matter may first be dealt with in accordance with that process.

- 10.4.2** If the dispute or grievance is not settled through an internal dispute or grievance resolution process, the matter will be dealt with in accordance with the processes set out below, provided that sub-clauses 10.5.1 and 10.5.2 will not apply to the extent that their requirements have been satisfied as part of an internal review process.

10.5 Discussion of grievance or dispute

- 10.5.1** The dispute or grievance must first be discussed by the aggrieved Employee(s) with the Employee(s) immediate supervisor.

- 10.5.2** If the matter is not settled, the Employee(s) can require that the matter be discussed with another representative of the Employer appointed for the purposes of this procedure.

- 10.5.3** If the matter is not settled, a Party to the agreement may apply to the Australian Industrial Relations Commission (AIRC) to have the dispute or grievance dealt with by conciliation.

10.6 Disputes of a Collective Character

- 10.6.1** The parties acknowledge that disputes of a collective character concerning more than one employee may be dealt with more expeditiously by a direct reference to the Commission

- 10.6.2** In the event of a dispute of a collective character either party may progress the dispute by a direct reference to the Commission under clause 1.7 and 1.8 without taking the steps provided for in clauses 1.4 and 1.5 above

- 10.6.3** No dispute of a collective character may be referred to the Commission directly unless there has been an attempt to resolve the dispute prior to it being referred to the Commission.

10.7 Conciliation

- 10.7.1** Where a dispute or grievance is referred for conciliation, a member of the AIRC shall do everything that appears to the member to be right and proper to assist the parties to agree on terms for the settlement of the dispute or grievance.
- 10.7.2** This may include arranging:
- 10.7.2(a)** conferences of the parties or their representatives presided over by the member; and
 - 10.7.2(b)** for the parties or their representatives to confer among themselves at conferences at which the member is not present.
- 10.7.3** Conciliation before the AIRC shall be regarded as completed when:
- 10.7.3(a)** the Parties have reached agreement on the settlement of the grievance or dispute; or
 - 10.7.3(b)** the member of the AIRC conducting the conciliation is satisfied that there is no likelihood that within a reasonable period, further conciliation will result in agreement by the Parties on terms for settlement of the grievance or dispute; or
 - 10.7.3(c)** Either party have informed the Commission member that there is no likelihood of agreement on the settlement of the grievance or dispute and the member does not have substantial reason to refuse to regard the conciliation proceedings as completed.

10.8 Arbitration

- 10.8.1** If the dispute or grievance has not been settled when conciliation has been completed, either Party may request that the AIRC proceed to determine the dispute or grievance by arbitration.
- 10.8.2** Where a member of the AIRC has exercised conciliation powers in relation to the dispute or grievance, the member shall not exercise, or take part in the exercise of, arbitration powers in relation to the dispute or grievance if a Party objects to the member doing so.
- 10.8.3** Subject to sub-clause 1.8.4 below, the determination of AIRC is binding upon the Parties and Employees.
- 10.8.4** An appeal lies to a Full Bench of the AIRC, with the leave of the Full Bench, against a determination of a single member of the AIRC made pursuant to this clause.

10.9 General powers and procedures of AIRC

- 10.9.1** Subject to any agreement between the Parties in relation to a particular dispute or grievance and the provisions of this clause, in dealing with a dispute or grievance through conciliation or arbitration, the AIRC may:
- 10.9.1(a)** determine matters of procedure as if s 110 of the Workplace Relations Act 1996 applied to the proceedings; and
 - 10.9.1(b)** exercise the powers set out in s 111 of the WR Act, to the extent relevant, as if s 111 applied to the proceedings.

- 10.9.1(c)** In the course of dealing with a matter by arbitration make an interim decision at any stage in the arbitration prior to the final determination of the dispute by arbitration

10.10 Publication and privacy obligations during disputes

- 10.10.1** In accordance with the provisions of s707 and more particularly 707(2)(b) the parties consent to and empower the Commission at its discretion to publicly disclose or use any document or information given to in the course of conducting alternative dispute resolution under this agreement for the purposes of resolving the dispute.

PART 3 - EMPLOYMENT RELATIONSHIP AND RELATED MATTERS

11 EMPLOYER DUTIES

11.1 Appointment on merit

The employer, in appointing applicants covered by this agreement whether from inside or outside the organisation, shall ensure that such appointments are based on merit, will be open and fair, and be non-discriminatory in accordance with relevant legislation.

11.2 Vacancies

All vacancies within the ADF are to be advertised internally, and all internal applications are to be considered prior to any position being advertised externally. This shall include newly created positions, unless agreement is reached to change the process for a specific appointment.

11.3 Job description

On appointment employees will be given a letter of appointment which will form the contract of employment. The letter will specify the employment status, ADF position classification, salary level of the position, job description and any special conditions or benefits in addition to the provisions included in this agreement.

11.4 Probationary period - new employee

There shall be a probation period of 3 months. This will apply for all employment categories. At the end of the first 2 months of the probation period, a review will take place to determine whether the employee's employment will be confirmed, the probation period extended, or terminated. An employee has the right to be represented at any such review. Any disputes regarding probation will be dealt with under Clause 10.

11.5 Performance management process

All employees at ADF will be appraised in line with the agreed performance management process. The agreed process is contained in the Policy and Procedures Manual.

12 EMPLOYMENT CATEGORIES

The types of employment within the ADF are:

12.1 Continuing Employees

A continuing employee is subject to all the protection and conditions in this agreement. A continuing employee may be either:

12.1.1 Full-Time Employment

A full-time employee is one who is engaged to work the ordinary hours of work prescribed in Clause 22. Such employment shall be by the month; or

12.1.2 Part-Time Employment

12.1.2(a) Provisions relating to salary, leave and all other entitlements contained within this Agreement, shall apply to part time Employees on a pro rata basis.

12.1.2(b) Part time employment shall be for not less than 3 consecutive hours in any day worked except:

12.1.2(b)(i) where the Employee works from home by agreement with the Employer; or

12.1.2(b)(ii) in exceptional circumstances.

12.1.2(c) Part-time employment shall be worked only by agreement between the Employee and the Employer, where that agreement includes:

12.1.2(d) An agreed roster specifying the days in each fortnight on which the Employee will work, the hours of those days upon which the Employee will work, and the number of hours the Employee will work on each day he or she works;

12.1.2(e) Such agreed roster shall be considered the Employee's ordinary hours.

12.1.2(f) Agreed processes for the variation of hours of work.

12.2 Limited tenure employee

The ADF shall be able to employ workers on either a part-time or full-time basis who shall be employed subject to a work contract.

12.2.1 Any contract must detail the following:

12.2.1(a) date of commencement and cessation of employment;

12.2.1(b) the conditions of employment; and

12.2.1(c) position description.

12.2.2 Contract staff shall receive all the conditions of this agreement unless otherwise stated in this agreement.

12.3 Casual Employment

12.3.1 When It May Be Used

The use of casual labour will not be for the purpose of undermining the job security of full-time continuing Employees, or for the purpose of turning over a series of casual workers to fill an ongoing employment vacancy.

12.3.2 Therefore, the employment of casuals in all areas covered by this Agreement is limited to:

12.3.2(a) 12.3.2(a) meeting short term work demands which are not continuing and would not be anticipated to be met from existing staffing levels; or

12.3.2(b) 12.3.2(b) meeting specialist skill requirements that will not be required on a continuing or frequently recurring basis.

12.3.3 Entitlements Persons employed on a casual basis will receive a loading of 25% on top of the appropriate ordinary hourly rate for each hour worked, as compensation in lieu of any entitlement to the following benefits: public holidays, recreation leave and leave loading, sick leave, paid parental leave, compassionate leave, carer's leave/family leave, jury service, accident compensation leave and defence forces leave.

12.3.4 Mandatory term about casual loading

For as long as a **casual** employee is covered by the agreement, the casual loading that is payable to a casual employee will not be less than the default casual loading provided by Division 2 of Part 7 of the Workplace Relations Act 1996.

13 REDEPLOYMENT AND REDUNDANCY

13.1 Redeployment

An employee declared redundant shall:

13.1.1 Be considered for any vacant position within the ADF, which may include the option of retraining that employee to allow that person to fulfill the requirements of the new position.

13.1.2 If offered a position at a lower classification, be entitled to salary maintenance for a period of 6 months.

13.2 13.2 Redundancy

An employee declared redundant, and who is not redeployed subject to Clause 13.1, shall receive a redundancy package made up of the following:

13.2.1 8 weeks notice, except;

13.2.1(a) Payment in lieu of notice or part notice must be made if notice is not given.

13.2.1(b) Where employment terminates before the expiration of notice either by agreement or due to the employee securing alternative employment, the balance of the notice period must be paid.

13.2.2 pro rata long service leave (for employees with 2 years or more service);

13.2.3 unused recreation leave and time in lieu;

13.2.4 Weekly salary calculated as follows:

13.2.4(a) 1 week's pay for each year of service up to, and including 3 years;

13.2.4(b) 1.5 weeks pay for each year of service for every year from year 4 up to, and including year 7;

13.2.4(c) 2 weeks pay for each year of service for every year from year 8 up to, and including year 12.

13.2.5 A pro-rata payment will be made for any uncompleted year of service.

13.2.6 There will be no payment for years of service beyond year 12.

- 13.2.7** This means that the maximum payment available under his clause will be the equivalent of 19 weeks salary, based on 3 weeks (see 13.2.4(a)) plus 6 weeks (based on 13.2.4(b)) plus 10 weeks based on 13.2.4(c)).

13.3 Time off during notice period

During the 8 weeks notice period an employee declared redundant shall be granted time off to attend:

- 13.3.1** job interviews;
- 13.3.2** look for jobs;
- 13.3.3** attend counselling; and
- 13.3.4** any other activity which will aid that person in gaining employment.

The ADF will meet the reasonable costs of the above, with the time off being subject to Management Approval.

13.4 Limited tenure employees

A limited tenure employee, who is declared redundant prior to the finishing date specified in the Contract or a limited tenure employee with 12 months and one day consecutive service (with consecutive service) including any contract entered into within 3 months of the conclusion of the employees last contract with the ADF shall receive the full pay out of any monies, and other conditions, which would have occurred had the contract run its full term.

14 TERMINATION OF EMPLOYMENT

14.1 Notice of termination by employer - Ongoing employee

In order to terminate the employment of an employee the employer shall give four weeks notice, or less by mutual agreement or 8 weeks when redundancy provisions apply (see clause 13).

14.2 Notice of termination by employer - Limited tenure employee

The employer shall give 4 weeks written notice to limited tenure employees to confirm the termination date of the contract.

14.3 Notice of resignation by employee

The notice of resignation to be given by an employee shall be four weeks, or less by mutual agreement.

14.4 Abandonment of employment

If an Employee is absent for more than 20 working days:

- 14.4.1** In circumstances where the Employer could not reasonably, after due enquiry, have been aware of any reasonable grounds for the absence; and
- 14.4.2** Without the permission of the Employer; and
- 14.4.3** Without contacting the Employer to provide an explanation of the absence

the Employer is entitled to treat the Employee as having resigned and the employment having been terminated by the Employee at his/her initiative

14.5 Statement of employment

The employer shall provide to the terminated employee a written statement specifying the period of employment and classification and type of work performed by the employee.

14.6 Unfair dismissals

Termination of employment by the employer shall not be harsh, unjust or unreasonable and shall be in accordance with the Disciplinary Procedures Clause of this Agreement.

15 DISCIPLINE

15.1 Disciplinary procedures

The following procedure will be applied where the employer considers an employee is not satisfactorily performing his/her duties or for reasons of alleged misconduct.

- 15.1.1 In the first instance, it is essential that the employee is warned by the immediate supervisor, and it is clearly spelled out that his/her performance/behaviour is unsatisfactory, and be advised that this is the first step in the disciplinary process.
- 15.1.2 It must be made clear in which respects the employee's performance/behaviour is not satisfactory. Details of the meeting should be recorded, agreed to and signed by all parties present.
- 15.1.3 If the employee's performance/behaviour does not reach an agreed satisfactory level after the agreed time has lapsed the employee must be warned a second time. This warning must be in writing from the relevant manager and must be placed on the employee's personal file. The employee must be given an opportunity to explain why their performance/behaviour has not improved.
- 15.1.4 A period of time must be agreed to by which the employee's performance/behaviour must improve by. This time period must be included in the written warning.
- 15.1.5 Should the employee's performance/behaviour not improve by that time a final written warning shall be issued, and it explained to the employee that should the problems which led to the warnings not be rectified by the specified date the employee shall face disciplinary action, which may include reduction in classification, demotion, or dismissal.

15.2 Misconduct

Misconduct which includes neglect of duty, malicious damage of employer's property, assault, or theft, is a single act which may lead to summary or instant dismissal.

- 15.2.1 The onus of proof will be on the employer to prove that the conduct concerned is sufficiently serious to justify instant dismissal. If such an instance takes place it should be immediately investigated by the employer, with the employee being given an opportunity to put his/her case in answer to any allegations.
- 15.2.2 In all cases of misconduct the supervisor or relevant manager shall:
 - 15.2.2(a) document all relevant details

- 15.2.2(b) in the case of instant dismissal, the dismissal should be conducted in the presence of the employee's nominated representative.
- 15.3 Any disciplinary action must be carried out fairly and in a non-discriminatory manner.
- 15.4 In considering each case a person's employment record, years of service etc, must be taken into account.
- 15.5 The above disciplinary procedure does not effect the employee's right to have the matter dealt with by the Australian Industrial Relations Commission.

PART 4 - SALARY AND RELATED MATTERS

16 CLASSIFICATION

16.1 Classification structure

- 16.1.1 A new classification structure will be implemented under this agreement. The classification structure is contained in Schedule 1.
- 16.1.2 An Employee will be appointed to the appropriate band based on the work requirements of the job.

16.2 Translation to new classification structure

- 16.2.1 Existing Employees will translate to the new classification structure on the basis of their current classification and salary as at 30 June 2007
- 16.2.2 No Employee will have their salary decreased as a result of translation to a new classification level.
- 16.2.3 An employee may dispute the classification determined by the employer for the position to which the employee is appointed. Any dispute is to be dealt with in accordance with the Dispute and Grievance Procedure contained in this agreement.
- 16.3 The parties acknowledge that the classification structure and performance management process may require alteration during implementation and agree to review the classification structure and performance-management process within 12 months.

16.4 Mandatory term about basic periodic rate of pay

For so long as an employee is subject to the agreement, the employer will provide a basic periodic rate of pay that is at least equal to:

- 16.4.1 if the employee is within a work classification that, immediately before the commencement of subsection 4(7) of the Commonwealth Powers (Industrial Relations) Act .1996 of Victoria:
 - 16.4.1(a) was a declared work classification under the Employee Relations Act 1992 of Victoria; or,
 - 16.4.1(b) had been declared by the Employee Relations Commission of Victoria to be an interim work classification -the basic periodic rate of pay attaching to that classification.
- 16.4.2 if the employee is not within such work classification and is a junior employee, an employee with a disability or an employee to whom a training arrangement applies -the

rate of pay specified in, or worked out in accordance with a method specified in, the Workplace Relations Regulations 2006.

- 16.4.3 if the employee is not within such work classification and is not a junior employee, an employee with a disability or an employee to whom a training arrangement applies -the standard Federal Minimum Wage.

17 SALARY INCREASES

- 17.1 Employees employed by ADF as at, or after 1 July 2007 will receive the following salary increases:

Date of effect	Percentage increase
1 July 2007	3.25%
1 July 2008	3.25%
1 July 2009	3.25%

17.2 Performance increases

Employees may be entitled to further performance based increases in accordance with the performance management process.

17.3 Increase to minimum rates

The minimum rates in Schedule ## have been increased by the same percentage increase as clause 17.1.

18 SALARY PACKAGING

- 18.1 Salary packaging will be made available to all staff classified as continuing employees on request in accordance with the ADF salary packaging policy.
- 18.2 A full time or part time employee may elect to have their Total Employment Cost packaged in accordance with the ADF salary packaging policy.
- 18.3 The amount of salary packaging can be up to the maximum amount prescribed by the Australian Taxation Office of Total Employment Cost and must be determined for each employee electing to enter salary packaging.
- 18.4 In the event that the Employer is liable, for whatever reason, to pay Fringe Benefits Tax as a result of implementing the Salary Packaging pursuant to ADF salary packaging policy, such impost of tax will be borne by the Employee within their Total Employment Cost package, or alternatively, the Employee may choose to discontinue their participation.
- 18.5 The salary packaging scheme is not available to staff during the probationary period of their employment, unless approved by the CEO.
- 18.6 Salary Packaging will be renegotiated if the Australian Taxation Office review of salary packaging arrangements under the FBT legislation, results in any changes to the FBT legislation and/or its application.

18.7 ADF will appoint and pay for the first consultation (half an hour) for any employee wishing to consult a financial adviser in relation to the Salary Packaging Scheme.

19 PAYMENT OF SALARIES

19.1 Salaries are paid by direct credit into the employee's bank account on a monthly basis, on or before the 15th day of the month.

19.2 Each pay day employees shall receive a statement of salary details, including salary amount, any adjustments, deductions, superannuation and hours worked.

20 ALLOWANCES

20.1 First aid allowance

A employee nominated as a first aid officer, and who holds an approved first aid certificate shall receive an annual allowance equivalent to 1.5% of the lowest annual salary level in the administrative range.

20.2 Higher duties

20.2.1 Any employee performing the duties of a position with a higher classification for a period of five consecutive working days shall receive a higher duties allowance equivalent to the classification of the duties performed. Any period of higher duties must be approved by management prior to the assignment commencing.

20.2.2 Where the employee performs the full duties of the higher position such allowance as will increase the employee's rate of pay to the minimum rate of pay for that higher position for the period he/she is so employed.

20.2.3 Where the employee performs a portion of the duties of the higher position such allowance, if required, as will increase the rate of pay of the employee to the maximum salary rate applicable to his or her classification plus an allowance calculated in accordance with the following table:

Proportion of duties performed in higher office of position	Rate of allowance
at least 25% but less than 50%	25% of the difference between the maximum salary rate applicable to the assignee's classification and the rate of total wage payable had the assignee been promoted to the higher office
at least 50% but less than 75%	50% of such difference
at least 75% but less than 100%	75% of such difference

20.2.4 In the event of an employee being promoted whilst performing higher duties, the date from which increments within the next position shall apply shall be the date such employee commenced the period of higher duties, whether or not such promotion is to the

position in which higher duties were being performed or a position at an equivalent classification to such higher position.

- 20.2.5** When the number of consecutive working days is five or more, any public holiday(s) or authorised absence within the period or immediately following such period of higher duties will be included for payment when calculating the allowance to be paid.
- 20.2.6** Where an employee, whilst working in a higher position for which he/she is entitled to an allowance under this clause, proceeds upon recreation leave such allowance shall be paid for the period of leave provided that:
- 20.2.6(a)** The employee has performed in that higher position for five or more consecutive working days;
 - 20.2.6(b)** The amount of such leave for which the allowance is paid shall not exceed five days unless the employee, on return from leave, continues to perform in the higher position, in which case the allowance shall be paid for all such leave unless the employee has, prior to proceeding on such leave, performed in that higher position for twenty or more consecutive days, in which case the allowance shall be paid for all leave.
- 20.2.7** A higher duties allowance shall not be paid to:
- 20.2.7(a)** employees on long service leave, unless the assignment has continued for a period exceeding twelve months;
 - 20.2.7(b)** maternity leave or adoption leave by female employees;
 - 20.2.7(c)** employees who proceed on full-time study leave immediately following a higher duties assignment.
- 20.2.8** For the purposes of this clause, the "duties of a position" shall mean the duties which would usually be performed in the position during the period applicable. Proportion duties shall be detailed by the employer, having due regard to the duty statement of the higher position.

21 SUPERANNUATION

- 21.1** The Employee will be offered by the Employer membership of a complying superannuation fund for the purposes of the Superannuation Industry (Supervision) Act 1993 subject to
- 21.1.1** The Employer will contribute to the Fund, on behalf of each worker, 9 % of ordinary time earnings.
 - 21.1.2** "Ordinary time earnings" means the actual ordinary rate of pay the Employee receives for ordinary hours of work including all allowances and loadings, including those applying to shiftwork, casual work, weekend and holiday work, tools and travel.
 - 21.1.3** Contributions will be forwarded to the Fund each month by the Employer,
 - 21.1.4** Contributions to the Fund will continue to be paid while the employee is absent on paid leave or while the Employee is receiving workers' compensation make-up payments.
 - 21.1.5** Where an Employee wishes to make voluntary contributions to the Fund, the Employee may authorise the Employer to deduct from the Employee's wages an amount specified by the Employee. Contributions deducted under this provision will be forwarded to the

Fund by the Employer at the same time as the Employee's contributions made under sub-clause 21.1.3.

- 21.1.6 An employee may make an agreement with the employer for salary sacrifice.
- 21.1.7 The employee must specify an amount as a percentage of ordinary time earnings as defined in clause 3 above by which his or her salary is to be reduced ("the salary sacrifice").
- 21.1.8 The salary sacrifice will be deducted from the employee's salary and contributed by the employer to the Fund each month.
- 21.1.9 The employer will continue to calculate the contributions required by clause 21.1.3 above and/or the Superannuation Guarantee (Administration) Act 1992 on the basis of the employee's ordinary time earnings before the salary sacrifice is deducted.
- 21.1.10 Salary sacrifice deductions will be made during a period of paid leave and the employee will receive the rate of pay specified under this agreement less the salary sacrifice deduction.
- 21.1.11 Calculation of salary for the purpose of leave accruals and other payments due on termination of employment shall be calculated on a rate of pay which includes the salary sacrifice contributions.
- 21.1.12 The employee may revoke the salary sacrifice agreement or alter the amount to be deducted at any time.

PART 5 - HOURS OF WORK, BREAKS, OVERTIME, WEEKEND WORK

22 HOURS AND PLACES OF WORK

22.1 Ordinary hours of work

- 22.1.1 The ordinary hours of work are 8.00 am to 6.00 pm, Monday to Friday. Office hours are 8.45 am to 5.00 pm Monday to Friday
- 22.1.2 The ordinary hours of work will average 75 hours per fortnight.

22.2 Flexible Arrangement of Hours of Work

The ordinary hours of work shall be worked flexibly to best meet both the Employer's work requirements and the Employee's personal and/or family circumstances.

22.3 Breaks

An unpaid meal break of at least 30 minutes must be taken. No more than 5 hours shall elapse after the commencement of work and the taking of a meal break.

23 OVERTIME

- 23.1 Overtime means the hours worked, at the direction of the Employer, which are in addition to an Employee's ordinary daily hours of work on any day established in accordance with clause 22
- 23.2 Reasonable Hours of Work

- 23.3** Subject to clause 23.4 the Employer may require an Employee to work reasonable overtime at overtime rates.
- 23.4** Employee may refuse to work overtime in circumstances where the working of such overtime would result in the Employee working hours which are unreasonable having regard to:
- 23.4.1** any risk to the Employee's health and safety;
 - 23.4.2** the Employee's personal circumstances including family responsibilities;
 - 23.4.3** the needs of the workplace;
 - 23.4.4** the notice (if any) given by the Employer of the overtime and by the Employee of his or her intention to refuse it; and
 - 23.4.5** any other relevant matter.

23.5 Overtime rates of pay

Employees required to work overtime shall receive time off in lieu based upon the following formula:

- 23.5.1** Overtime worked after ordinary hours, shall be calculated at hour for hour.
 - 23.5.2** All time worked on Saturday shall be at hour and a half for each hour worked.
 - 23.5.3** All time worked on Sunday shall be at two hours for each hour worked.
 - 23.5.4** All time worked on public holidays shall be at two hours and a half for each hour worked.
- 23.6** Overtime must be approved in advance where possible.
- 23.7** Time in lieu may accumulate to a maximum of 20 hours. If an employee reaches more than 20 hours, their manager must meet with them to discuss how the TIL will be taken.

24 WORKING FROM HOME

- 24.1** On an irregular basis, and for a particular reason agreed between the employee and their manager/ supervisor, an employee may undertake work at home as part of their normal hours. Working from home is not an entitlement.
- 24.1.1** The criteria to be used for eligibility for an employee to work from home on an occasional basis, is as follows:
- 24.1.1(a)** supervision is not required for duties to be performed
 - 24.1.1(b)** content of duties lends itself to an independent, solitary environment (e.g. writing research papers)
 - 24.1.1(c)** the work area at home is safe (and may be inspected by the employer)
 - 24.1.1(d)** the duties do not require access to office based records and equipment

24.2 Employees must provide:

- 24.2.1** suitable workstation environment
- 24.2.2** suitable lighting

- 24.2.3 physical environment which is conducive to the employee producing high quality outcomes within the desired time frames
- 24.3 The ADF will not bear the responsibility of providing or reimbursing the cost of equipment required to provide a safe, home-based workplace.
- 24.4 All home-based work must be pre-approved by the Director. If work is performed at home, it must be done within pre-agreed hours and on pre-agreed days. Each Director will determine the required notice for home-based work, but at least 48 hours notice should be taken as a general rule.
- 24.5 While the employee is engaged in home-based work, they must be contactable via the telephone and/ or email at all times during agreed ordinary hours.

PART 6 - LEAVE OF ABSENCE AND PUBLIC HOLIDAYS

25 RECREATION LEAVE

25.1 Leave Entitlement

Every employee is entitled to 150 hours or 20 days paid recreational leave. The 20 days will be credited to each employee on their anniversary date of appointment each year.

25.2 Time of taking leave

The employer and the employee will determine the time recreation leave is taken by mutual agreement wherever possible taking into consideration:

- 25.2.1 the wishes of the employee; and
- 25.2.2 the employers\customer service requirements.

25.3 Leave to be taken

An employee may only accrue up to 6 weeks leave without prior approval from the Chief Executive. An employee may be directed to take leave where accrual is in excess of 6 weeks, provided that

- 25.3.1 as far as practical the wishes of the employee are taken into account; and
- 25.3.2 the amount of annual leave that the employee is directed to take is less than, or equal to, 1/4 of the amount of credited annual leave of the employee at the time that the direction is given.

25.4 Public holidays

An employee's leave entitlement is in addition to any of the Public Holidays prescribed in this agreement.

25.5 Annual leave loading

A loading of 17.5% on ordinary rates shall be paid for the period of recreation leave. Payment will be made in one payment in December unless agreed otherwise.

25.6 Additional leave - Christmas/New Year closure

All ADF employees will receive two working days between Christmas and New Year as paid leave. Employees required to work during this period will be entitled to two days paid leave to be taken by agreement with their supervisor.

25.7 Purchased leave

Under certain circumstances and subject to the ADF management agreement, staff can purchase extra leave. Salary is adjusted accordingly.

25.7.1 Notwithstanding any other provision of this Agreement, an Employee may, with the agreement of the Employer, work between 44 weeks and 51 weeks per year. Access to this entitlement may only be granted on application from an Employee and cannot be required as a precondition for employment.

25.7.2 Where the Employer and an Employee agree to a reduction in the number of working weeks under clause 25.7.1:

25.7.2(a) The Employee will receive additional annual leave as follows:

44/52 weeks	Additional 8 weeks' leave	(12 weeks in total)
45/52 weeks	Additional 7 weeks' leave	(11 weeks in total)
46/52 weeks	Additional 6 weeks' leave	(10 weeks in total)
47/52 weeks	Additional 5 weeks' leave	(9 weeks in total)
48/52 weeks	Additional 4 weeks' leave	(8 weeks in total)
49/52 weeks	Additional 3 weeks' leave	(7 weeks in total)
50/52 weeks	Additional 2 weeks' leave	(6 weeks in total)
51/52 weeks	Additional 1 week's leave	(5 weeks in total)

25.7.2(b) the Employee will receive a salary equal to the period worked (eg 46 weeks, 49 weeks) which will be spread over a 52 week period; and

25.7.2(c) accrual of sick leave and long service leave by the Employee shall remain unchanged.

25.7.3 As an alternative to entering into an arrangement under clause 25.7.1 an Employee may request that one or more weeks of his or her recreation leave entitlement each be converted to two weeks' leave on half pay.

25.7.4 The Employer will endeavour to accommodate Employee requests for arrangements under this clause, and where such requests are granted will make proper arrangements to ensure that the workloads of other Employees are not unduly affected and that excessive overtime is not required to be performed by other Employees as a result of these arrangements.

25.7.5 An Employee may revert to ordinary 52 week employment by giving the Employer no less than four weeks' written notice. Where an Employee so reverts to 52 week employment, appropriate pro rata salary adjustments will be made.

26 SICK LEAVE

26.1 An employee accrues 15 days sick leave on full pay for each year of employment.

26.2 Any employee who takes in excess of 13 weeks continuous leave must be referred to a ADF nominated medical officer.

26.3 An employee shall be entitled to 5 days sick leave each year without certificate.

- 26.4 An employee who takes 3 consecutive days on sick leave will be required to produce a medical certificate or statutory declaration.
- 26.5 An employee may use their sick leave entitlement to care for an injured or sick significant other.

27 COMPASSIONATE LEAVE

- 27.1 An employee shall be entitled to three days paid leave in the event of the death or serious illness of a significant other. In addition to these three days the employer may grant additional leave as they see fit in exceptional leave.

28 PARENTAL LEAVE

Subject to the terms of this clause employees are entitled to paid and unpaid maternity, paternity/partner and adoption leave and to work part-time in connection with the birth or adoption of a child.

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

An **eligible casual employee** means a casual employee:

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

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).

An employer must not fail to re-engage a casual employee because:

- (a) the employee or employee's spouse is pregnant; or
- (b) 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.

28.1 Definitions

- 28.1.1 For the purpose of this clause child means a child of the employee under school age except for adoption of an eligible child where 'eligible child' means a person under the age of 5 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 months or more.
- 28.1.2 For the purposes of this clause, spouse includes a de facto spouse, or former spouse or former de facto spouse. The employee's "de facto spouse" means a person who lives with the employee as husband, wife or same sex partner on a bona fide domestic basis, although not legally married to the employee.

28.2 Basic entitlement

28.2.1 Employees who have, or will have, completed at least twelve months continuous service, are entitled to a combined total of 52 weeks paid and unpaid parental leave on a shared basis in relation to the birth or adoption of their child. An employee who does not satisfy the qualifying service requirement for the paid components of leave, or an employee who is an eligible casual employee, shall be entitled to leave without pay for a period not exceeding 52 weeks.

Leave available is summarised in the following table:

Type of leave	Paid leave	Unpaid leave	Total combined paid and unpaid leave
Maternity leave – 1 to 2 years service	6 weeks	46 weeks if primary care giver	52 weeks
Maternity leave – 2 to 3 years service	9 weeks	43 weeks if primary care giver	52 weeks
Maternity leave – 3 years or more service	12 weeks	40 weeks if primary care giver	52 weeks
Paternity/partner	1 weeks	51 weeks if primary care giver	52 weeks
Adoption leave – primary care giver	Same as maternity leave	Same as maternity leave	52 weeks
Adoption leave – secondary care giver	1 weeks	2 weeks	3 weeks

28.2.2 Subject to 28.3.6, parental leave is to be available to only one parent at a time, in a single unbroken period, except that both parents may simultaneously take:

28.2.2(a) in the case of 1 week's paid paternity/partner leave an employee shall be entitled to a total of 5 days (which need not be taken consecutively) in connection with the birth of a child for whom he or she has accepted responsibility which may be commenced 1 week prior to the expected date of birth, and in the case of short adoption leave for the secondary care giver, 1 week's paid leave and up to 2 weeks' unpaid leave which may be commenced at the time of placement.

28.3 Maternity leave

28.3.1 An employee must provide notice to the employer in advance of the expected date of commencement of parental leave. The notice requirements are:

28.3.1(a) of the expected date of confinement (included in a certificate from a registered medical practitioner stating that the employee is pregnant) - at least ten weeks;

28.3.1(b) of the date on which the employee proposes to commence maternity leave and the period of leave to be taken - at least four weeks.

28.3.2 When the employee gives notice under 28.3.1(a) the employee must also provide a statutory declaration stating particulars of any period of paternity/partner leave sought or taken by her spouse and that for the period of maternity leave she will not engage in any conduct inconsistent with her contract of employment.

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

- 28.3.4** Subject to **28.2.1** and unless agreed otherwise between the employer and employee, an employee may commence parental leave at any time within six weeks immediately prior to the expected date of birth.
- 28.3.5** Where an employee continues to work within the six week period immediately prior to the expected date of birth of the child or is on paid leave under **28.9.2**, an employer may require the employee to provide a medical certificate stating that she is fit to work on her normal duties. The employer may require the employee to start maternity leave if the employee:
- 28.3.5(a)** does not give the employer the requested certificate within 7 days after the request; or,
 - 28.3.5(b)** within 7 days after the request for the certificate, gives the employer a medical certificate stating that the employee is unfit to work.
- 28.3.6 Sick Leave and special maternity leave**
- 28.3.6(a)** Where the pregnancy of an employee not then on maternity leave terminates other than by the birth of a living child, the employee may take leave for such periods as a registered medical practitioner certifies as necessary, as follows:
- 28.3.6(a)(i)** Where the pregnancy terminates during the first 20 weeks, during the certified period/s the employee is entitled to access any paid and/or unpaid sick leave entitlements in accordance with the relevant personal leave provisions;
 - 28.3.6(a)(ii)** Where the pregnancy terminates after the completion of 20 weeks, during the certified period/s the employee is entitled to paid special maternity leave not exceeding the amount of paid maternity leave available under **28.2.1**, and thereafter, to unpaid special maternity leave.
- 28.3.6(b)** Where an employee not then on maternity leave is suffering from an illness whether related or not to pregnancy an employee may take any paid sick leave to which she is entitled and/or unpaid sick leave in accordance with the relevant personal leave provisions.
- 28.3.7** Where leave is granted under **28.3.4** hereof, during the period of leave an employee may return to work at any time, as agreed between the employer and the employee provided that time does not exceed four weeks from the recommencement date desired by the employee.

28.4 Paternity/Partner leave

- 28.4.1** An employee will provide to the employer at least ten weeks prior to each proposed period of paternity/partner leave, with:
- 28.4.1(a)** a certificate from a registered medical practitioner which names his or her spouse, states that she is pregnant and the expected dated of confinement, or states the date on which the birth took place; and
 - 28.4.1(b)** written notification of the dates on which he or she proposes to start and finish the period of paternity leave; and
 - 28.4.1(c)** a statutory declaration stating:

- 28.4.1(c)(i) except in relation to leave taken simultaneously with the child's mother under clause 28.2.2(a) or clause 28.6.1(a), that he or she will take the period of paternity/partner leave to become the primary care-giver of a child;
 - 28.4.1(c)(ii) particulars of any period of maternity leave sought or taken by his or her spouse; and
 - 28.4.1(c)(iii) that for the period of paternity/partner leave he or she will not engage in any conduct inconsistent with his or her contract of employment.
- 28.4.2 The employee will not be in breach of 28.4.1 hereof 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.

28.5 Adoption leave

- 28.5.1 The employee shall be required to provide the employer with written notice of their intention to apply for adoption leave as soon as is reasonably practicable after receiving a placement approval notice from an adoption agency or other appropriate body.
- 28.5.2 The employee must give written notice of the day when the placement with the employee is expected to start as soon as possible after receiving a placement notice indicating the expected placement day.
- 28.5.3 The employee must give the following written notice of the first and last days of any period of adoption leave they intend to apply for because of the placement:
 - 28.5.3(a) Where a placement notice is received within the period of 8 weeks after receiving the placement approval notice – before the end of that 8 week period; or
 - 28.5.3(b) Where a placement notice is received after the end of the period of 8 weeks after receiving the placement approval notice – as soon as reasonably practicable after receiving the placement notice.
- 28.5.4 As a general rule, the employee must make application for leave to the employer at least ten weeks in advance of the date of commencement of long adoption leave and the period of leave to be taken, or 14 days in advance for short adoption leave. 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.
- 28.5.5 Before commencing adoption leave, an employee will provide the employer with a statement from an adoption agency of the day when the placement is expected to start and a statutory declaration stating:
 - 28.5.5(a) that the child is an eligible child, whether the employee is taking short or long adoption leave or both and the particulars of any other authorised leave to be taken because of the placement.
 - 28.5.5(b) except in relation to leave taken simultaneously with the child's other adoptive parent under clause 28.2.2(a) or clause 28.6.1(a), that the employee is seeking adoption leave to become the primary care-giver of the child;
 - 28.5.5(c) particulars of any period of adoption leave sought or taken by the employee's spouse; and
 - 28.5.5(d) that for the period of adoption leave the employee will not engage in any conduct inconsistent with their contract of employment.

- 28.5.6 An employee must provide the employer with confirmation from the adoption agency of the start of the placement.
- 28.5.7 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 weeks from receipt of notification for the employee's return to work.
- 28.5.8 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.
- 28.5.9 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 days unpaid leave. Where paid leave is available to the employee, the employer may require the employee to take such leave instead.

28.6 Right to request

- 28.6.1 An employee entitled to parental leave pursuant to the provisions of clause 28.2.1 may request the employer to allow the employee:
 - 28.6.1(a) to extend the period of simultaneous unpaid parental leave provided for in clause 28.2.2(a) up to a maximum of eight weeks;
 - 28.6.1(b) to extend the period of unpaid parental leave provided for in clause 28.2.1 by a further continuous period of leave not exceeding 12 months;
 - 28.6.1(c) to return from a period of parental leave on a part-time basis until the child reaches school age;

to assist the employee in reconciling work and parental responsibilities.

- 28.6.2 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 on 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 service.

28.6.3 Employee's request and employer's decision to be in writing

The employee's request and the employer's decision made under clauses 28.6.1(b) and 28.6.1(c) must be recorded in writing.

28.6.4 Request to return to work part-time

Where an employee wishes to make a request under clause 28.6.1(c), such a request must be made as soon as possible but no less than seven weeks prior to the date upon which the employee is due to return to work from parental leave.

28.7 Variation of period of parental leave

Unless agreed otherwise between the employer and employee, where an employee takes leave under clause 28.2.1 and 28.6.1(b) an employee may apply to their employer to change the

period of parental leave on one occasion. Any such change must be notified in writing at least two weeks prior to the commencement of the changed arrangements.

28.8 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 subject to the total amount of leave not exceeding 52 weeks or a longer period as agreed under 28.6.

28.9 Transfer to a safe job

28.9.1 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, the employee will, if the employer deems it practicable, be transferred to a safe job with no other change to the employee's terms and conditions of employment until the commencement of maternity leave.

28.9.2 If the employer does not think it to be reasonably practicable to transfer the employee to a safe job, the employee may take paid leave, or the employer may require the employee to take paid leave immediately for a period which ends at the earliest of either:

28.9.2(a) when the employee is certified unfit to work during the six week period before the expected date of birth by a registered medical practitioner, or

28.9.2(b) when the employee's pregnancy results in the birth of a living child or when the employee's pregnancy ends otherwise than with the birth of a living child.

The entitlement to leave is in addition to any other leave entitlement the employee has.

28.10 Returning to work after a period of parental leave

28.10.1 An employee will notify of their intention to return to work after a period of parental leave at least four weeks prior to the expiration of the leave.

28.10.2 Subject to clause 28.10.3, an employee will 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 28.9, the employee will be entitled to return to the position they held immediately before such transfer.

28.10.3 Where such position no longer exists but there are other positions available which the employee is qualified for and is capable of performing, the employee will be entitled to a position as nearly comparable in status and pay to that of their former position.

28.11 Replacement employees

28.11.1 A replacement employee is an employee specifically engaged or temporarily promoted or transferred, as a result of an employee proceeding on parental leave.

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

28.12 Communication during Parental leave

28.12.1 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:

28.12.1(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

28.12.1(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.

28.12.2 The employee shall 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.

28.12.3 The employee shall also notify the employer of changes of address or other contact details which might affect the employer's capacity to comply with **28.12.1**.

28.13 Permanent care leave

28.13.1 An Employee, other than a casual Employee,

28.13.1(a) granted custody of a child under the age of five years under the Children and Young Person's Act 1989 by the Children's Court or the Family Court, and

28.13.1(b) where the Employee is the primary care giver for the child, the Employee will be entitled to 2 weeks paid leave at a time to be agreed.

28.14 Pre-Natal Leave

28.14.1 An Employee, other than a casual Employee who presents a medical certificate from a registered medical practitioner stating that she is pregnant will have access to paid leave totalling up to 37.5 hours per pregnancy to enable her to attend the routine medical appointments associated with the pregnancy. Each absence must be covered by a medical certificate. Such leave is in addition to the maternity leave and sick/carer's leave provisions of this Agreement.

28.14.2 The work unit should be flexible enough to allow such Employee's the ability to leave work and return on the same day.

28.14.3 On presentation of a medical certificate stating such, any Employee who has a partner who is pregnant will have access to paid leave under this sub-clause totalling up to 7.6 hours per pregnancy to enable their attendance at routine medical appointments associated with the pregnancy. Each absence must be covered by a medical certificate.

28.15 Half Pay Provision

The Employer may allow an Employee who is entitled to paid parental leave to take that leave at half pay for a period equal to twice the period to which the Employee would otherwise be entitled.

29 LONG SERVICE LEAVE

29.1 Basic entitlement

An employee who has completed 10 years service shall be entitled to 13 weeks paid long service leave. An employee shall be entitled to a further 6 1/2 weeks paid long service leave for each additional five years service.

29.2 Pro rata access

An Employee may access this entitlement, on a pro rata basis, after an initial 7 years of continuous service.

29.3 Leave may be taken on half pay

An employee's long service leave may be taken on half pay, with the period of time that employee entitled to being doubled, subject to employer approval and organizational requirements.

29.4 Minimum leave

The minimum amount of long service leave which may be taken is two weeks unless agreed with Chief Executive

29.5 Accrual of long service leave

Employees can accrue long service leave in accordance with the ADF's guidelines.

29.6 Payment in lieu

An employee with ten years service or more shall receive a payment equivalent in full to the amount of long service leave that employee is entitled to on resignation or termination of employment.

29.7 Calculation of the period of service

In calculating the period of service, there shall be included:

- 29.7.1 any period of paid leave
- 29.7.2 unpaid sick leave up to a maximum of 26 weeks
- 29.7.3 any period of Workcover for which accident make-up payments are made

30 COMMUNITY SERVICE

30.1 Jury Service

An employee who is required to perform jury duty shall not lose any pay as a result of such an activity. The ADF will make-up the difference between any monies paid for performing Jury Services and the employee's normal salary.

- 30.2 The employee shall be entitled to keep any monies paid for performing their role as a jury member.

31 PUBLIC HOLIDAYS

- 31.1 An employee, other than a casual, shall be entitled to the following holidays without loss of pay. Part-time employees shall only be paid for public holidays which fall on days on which the part-time employee would normally work.

- 31.1.1 New Year's Day, Good Friday, Easter Saturday, Easter Monday, Christmas Day, Boxing Day, Australia Day, Anzac Day, Queen's Birthday, Labour Day and Melbourne Cup Day.

- 31.1.2 When Christmas Day is a Saturday or a Sunday, a holiday in lieu thereof shall be observed on 27 December.
- 31.1.3 When Boxing Day is a Saturday or a Sunday, a holiday in lieu thereof shall be observed on 28 December.
- 31.1.4 When New Year's Day or Australia Day is a Saturday or a Sunday, a holiday in lieu thereof shall be observed on the next Monday.
- 31.2 If, in the State of Victoria, public holidays are declared or prescribed on days other than those set out above, those days shall constitute additional holidays for the purposes of this agreement.
- 31.3 Another day may be substituted for any prescribed in this clause, by agreement between the parties.

31.4 Employees in states other than Victoria

Employees in states other than Victoria will be entitled to public holidays that apply in the state they work in accordance with relevant legislation.

32 STUDY LEAVE

- 32.1 The employer may grant to any employee part-time leave of absence with pay for the purpose of acquiring a qualification or studying a course or part of a course which, in the opinion of the employer, is likely to increase the efficiency and work related skills of the of the employee.
- 32.2 In exceptional circumstances, the employer may grant leave of absence either without pay or upon the condition that leave of absence will be offset by the performance of duties by the employee outside working hours.
- 32.3 The employer may require evidence of satisfactory progress to be produced at any time during the period of study leave.

32.4 Criteria for study leave

These will be developed and included in the ADF's Policy and Procedures Manual.

33 OTHER LEAVE

- 33.1 In special circumstances an employee shall be entitled to receive leave with or without pay for a period of time agreed to between the employee and the employer.

34 CULTURAL AND CEREMONIAL LEAVE

- 34.1 As recognition of diversity in the workplace, members of staff of Aboriginal or Torres Strait Islander descent and staff from other religious or cultural groups are entitled to be granted leave without pay for religious or ceremonial purposes upon production of supporting documentation:
- 34.1.1 connected with the death of a member of the immediate family or extended family; or
- 34.1.2 for other ceremonial obligations under Aboriginal or Torres Strait Islander law; or
- 34.1.3 other religious and cultural events.

- 34.2 The maximum period of entitlement for ceremonial leave for a staff member is 10 days in any period of two calendar years. Prior to being granted ceremonial leave, staff members are eligible to apply for paid compassionate leave or access other paid leave entitlements..
- 34.3 The granting of this leave must take into consideration demands of the staff member's work unit.

PART 7 TRAVELLING AND WORKING AWAY FROM USUAL PLACE OF WORK

35 PERSONAL EXPENSES

35.1 General provisions

- 35.1.1 The Employer will reimburse the Employee his or her reasonable out of pocket expenses actually and necessarily incurred in the course of his or her authorised duties.
- 35.1.2 The Employer must apply the rulings of the Commissioner of Taxation (Australian Tax Office) relating to reasonable allowances in determining the maximum rates payable, unless otherwise agreed.
- 35.1.3 The amount of an expense will be considered reasonable where it does not exceed the relevant amounts set by the Australian Tax Office as adjusted from time to time.

35.2 Allowable expenses

Allowable expenses include:

- 35.2.1 traveling, accommodation, meals and other incidental expenses associated with an overnight absence from home or part day duties away from the normal work location; and
- 35.2.2 expenses incurred in using private mobile and home phones; and
- 35.2.3 expenses incurred in using private vehicles.

35.3 Private mobile and home phone use

- 35.3.1 An Employee, required to use his/her private mobile phone or home phone in the course of their employment, will be reimbursed for work-related calls under their plan.
- 35.3.2 The Employee must obtain the prior approval of the Employer before using their private mobile or home phone during the course of their employment.
- 35.3.3 Following use, the Employee must submit an itemised statement of the calls made and their cost.

35.4 Private motor vehicle use

- 35.4.1 An Employee, required to use his/her private motor vehicle in the course of his/her employment, will be reimbursed for kilometre costs and any other motor vehicle reimbursement expenses incurred in the course of the Employee's employment and authorised by the Employer.
- 35.4.2 The Employee must obtain the prior approval of the Employer before using their private motor vehicle during the course of their employment.
- 35.4.3 It is required that an employee who uses their own vehicle for work-related purposes must have comprehensive car insurance. If full comprehensive insurance is not held, the

employee must make other travel arrangements. The cost will be borne by the ADF, and must be approved prior to travel by the relevant manager.

- 35.4.4** Following use, the Employee must submit a declaration stating the date, the purpose of the trip, the number of kilometres travelled and the type of vehicle used.
- 35.4.5** The rates payable in respect of motor kilometre costs will be the rates determined by the Australian Tax Office from time to time.
- 35.4.6** In the case of an accident involving an employee using his/her private vehicle for ADF business, the ADF will meet all costs incurred as the result of the accident. This shall include but not be limited to the following:
- 35.4.6(a)** insurance excess;
 - 35.4.6(b)** insurance premium penalties;
 - 35.4.6(c)** costs of transport to either the employee's home or the ADF, if the vehicle is damaged; and
 - 35.4.6(d)** all costs of towing the vehicle.
- 35.4.7** Clause 34.4.6 will not apply if the employee is proven to have been over the drink drive limit.
- 35.4.8** The ADF will not be responsible for any costs covered by the Transport Accident Commission (TAC).

35.5 Expense claims

- 35.5.1** An Employee must submit official receipts as soon as practical after the event as evidence of expenditure incurred, except where the Employee uses his/her own motor vehicles for work purposes in which case the Employee will submit a declaration in accordance with clause 35.4.3.
- 35.5.2** A declaration from the Employee that the expense was incurred may be accepted if the receipt is lost or misplaced, and suitable verification can be made.
- 35.6** The Employer will pay the Employee moneys owing under this clause in a manner to be agreed between the Employer and Employee as soon as practicable but not later than 2 pay periods after the Employee submits a claim.
- 35.7** Upon request, the Employer will provide an advance for the expected costs associated with work related travel or any other exercise where an Employee is likely to incur work related expenses. As soon as practicable after the event, the Employee will provide the Employer with an account of all expenses incurred together with receipts (and where necessary a statement) together with any balance owed to the Employer.

PART 8 - OCCUPATIONAL HEALTH AND SAFETY MATTERS

36 ACCIDENT COMPENSATION

- 36.1** An employee who is absent from duty as a result of sustaining an injury for which liability to be paid weekly compensation under the Accident Compensation Act 1985 is accepted must be granted leave with pay at the employee's normal average weekly earnings less the amount of weekly compensation payments.

- 36.2 Leave with pay ceases and the employee must be granted leave without pay when the employee has been absent from work for a continuous period of 52 weeks or an aggregate period of 261 working days (1983 hours) in respect of any one injury. The employer may extend the period of leave with pay.
- 36.3 An employee granted leave pursuant to these provisions must be returned to work in suitable and valid modified or alternate duties should the employee's treating medical practitioner so recommend for the purposes of rehabilitation.
- 36.4 38.4 For the purposes of this clause:
- 36.4.1 "injury" has the same meaning as contained in the Accident Compensation Act 1985 (Vic);
- 36.4.2 "Normal weekly earnings" shall include all overtime and other allowances
- 36.4.3 "working days" means a day or days when the employee would normally be required to work and includes public holidays.

37 OCCUPATIONAL HEALTH AND SAFETY

37.1 Health and Safety Training

Upon election as a Health and Safety representative, an employee shall be granted leave of absence on full pay for up to five days, as soon as practicable after appointment having regard to the availability of course places and the operations of the employer, to attend an introductory Health and Safety Representative's Course approved by the Victorian Workcover Authority.

38 FACILITIES, EQUIPMENT AND ACCOMMODATION

- 38.1 The employer shall provide employees with all necessary instruments, equipment, tools, stationery and furniture for carrying out their work except as otherwise agreed between the parties to this agreement.
- 38.2 The employer shall provide in easily accessible locations first aid equipment adequate for the nature of the employee's duties.

PART 9 - AGREEMENT COMPLIANCE

39 AVAILABILITY OF AGREEMENT

- 39.1 A copy of this agreement and any agreement made in relation to it shall be kept in an easily accessible place within each place of business and be available for inspection at any time by persons subject to it.

40 COMMUNICATION WITH REPRESENTATIVE

- 40.1 Employees will be allowed reasonable access to electronic communication devices to facilitate communication between Employees and the CPSU, provided that such communication is not offensive or improper.

41 SIGNATORIES

SIGNED for and on behalf of **CPSU, THE
COMMUNITY AND PUBLIC SECTOR UNION**
by its authorised officer

SIGNED for and on behalf of the **AUSTRALIAN
DRUG FOUNDATION** by its authorised officer

)
)
) *Karen Batt*
.....
Signature

)
)
) *W. L. Stronach*
.....
Signature

KAREN BATT.
.....
Karen Batt
Branch Secretary
CPSU/SPSF Victorian Branch
Victorian Trades Hall
54 Victoria Street
Carlton 3053

W. L. STRONACH.
.....
Bill Stronach
Chief Executive Officer
Australian Drug Foundation
409 King Street
West Melbourne, 3003

In the presence of:

W. L. Townsend.
.....
Witness

Wayne Townsend.
.....
Name of Witness (print)

In the presence of:

B. C. Rowland
.....
Witness

B. C. Rowland
.....
Name of Witness (print)

SCHEDULE 1: CLASSIFICATION STRUCTURE

CLASSIFICATION SALARY RATES

Date of effect		01-Jul-07	01-Jul-08	01-Jul-09
Salary increase inclusive of increases paid under clause 17.1		3.25%	3.25%	3.25%
Level 1	Min	\$31,000	\$32,008	\$33,048
	Max	\$35,000	\$36,138	\$37,312
level 2	Min	\$35,001	\$36,139	\$37,313
	Max	\$39,000	\$40,268	\$41,576
Level 3	Min	\$39,001	\$40,269	\$41,577
	Max	\$43,000	\$44,398	\$45,840
Level 4	Min	\$43,001	\$44,399	\$45,841
	Max	\$47,000	\$48,527	\$50,105
Level 5	Min	\$50,000	\$51,625	\$53,303
	Max	\$54,000	\$55,755	\$57,567
Level 6	Min	\$54,001	\$55,756	\$57,568
	Max	\$58,000	\$59,885	\$61,831
Level 7	Min	\$58,001	\$59,886	\$61,832
	Max	\$64,000	\$66,080	\$68,228
Level 8	Min	\$67,000	\$69,178	\$71,426
	Max	\$73,000	\$75,373	\$77,822
Level 9	Min	\$75,000	\$77,438	\$79,954
	Max	\$80,000	\$82,600	\$85,285
Level 10	Min	\$84,000	\$86,730	\$89,549
	Max	\$91,000	\$93,958	\$97,011

CLASSIFICATION DESCRIPTORS

CLASSIFICATION STRUCTURE AND DESCRIPTORS

Overview

The classification level descriptors cover ten levels of work as performed by ADF employees. At each level employees perform work above and beyond that of the level below and to the level of his/her training.

The purpose of the 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 apply directly to one position. Each position is described in its position description, including classification level. Detailed tasks are further described in individual annual work plans.

Q. How is a position classified?

A. By 'Work Value Factors'

Each of the following five work value factors has many different gradations, which increase from level 1 upwards:

1. Qualifications, Knowledge and Skills

The qualifications, knowledge and experience required for that classification level. This may be gained via a formal course of study or through work experience or a combination of both.

2. Problem Solving

The complexity of the tasks to be done and the existence of procedures, precedents or policies to assist the person in the job to solve the problems or decide on a course of action.

3. Accountability

The level of responsibility for the outputs of the position and their impact on the work unit, ADF or the wider community.

4. Level of Supervision

The level of delegated authority and the frequency and amount of direction provided by the position's supervisor

5. Human Relations

The inter-personal skill requirements of the position.

Classification Descriptors and Position Descriptions

The classification descriptors cover a wide range of positions and types of work and are expressed in a "generic" way. Elements which are specific to the position should be contained in the Position Description. Position Descriptions also give an explanation of where a position sits in the organisation by describing the organisational context and the position in more detail. Position Descriptions will be as generic as possible.

How positions are graded

Work performed by ADF staff is varied and includes clerical, administrative, research, education, project management and specialist resource and technical categories.

In order to make the classification structure easier to use, a number of 'transition' points have been identified:

- It is likely that entry level positions will be classified Level 3
- Level 5 is most likely to mark the beginning of 'project management' responsibilities
- Level 8 is likely to be where general management responsibility begins

ADF's senior management team is not included in this structure. This is in line with the ADF Certified Agreement which states that upto six positions identified by the CEO are excluded (refer Clause 7.2).

Other information

It is envisaged that this Classification Structure will be reviewed bi-annually (at the end of the calendar and financial years).

In exceptional circumstances salaries may be negotiated outside the bands of this Classification Structure – this is at the discretion of the CEO and senior management.

Due to the cost of living, salaries outside Victoria may attract a loading. This is at the discretion of the CEO and senior management.

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

Category	General Descriptor	Indicative tasks	Salary range
<p>LEVEL 1.</p> <p>Positions classified at this level would typically apply to persons entering employment at ADF with no formal qualifications and/or limited experience in the duties specified.</p>	<p><i>Minimum requirements</i></p> <p>Completion of Year 10 or equivalent. An employee at this level is not required to have had previous experience.</p> <p>Basic fluency, literacy and numerical skills</p> <p>Ability to perform basic tasks using equipment, and/or a computer terminal</p> <p>A general understanding of the role of ADF</p> <p>Capacity to organise own work under supervision, after in-house training</p> <p><i>Problem Solving</i></p> <p>Capacity to undertake simple repetitive work routines</p> <p>Guided by procedures that specify the sequence and timing of the tasks to be undertaken</p> <p><i>Accountability</i></p> <p>Follows basic instructions generally without variation unless specifically authorised</p> <p><i>Level of Supervision</i></p> <p>Directly supervised</p> <p><i>Human Relations</i></p> <p>May work individually or in a team environment</p> <p>Requires courtesy and tact in dealing with others in everyday working relations,</p>	<p>Routine clerical duties - assisting with mail-outs, mail and message distribution, photocopying, faxes, filing, sorting records and documents in the correct location based on established procedures</p> <p>Basic catering functions</p> <p>Simple data entry</p> <p>Operating and maintaining standard office equipment</p> <p>Operating in a range of standard software applications</p> <p>Performing basic technical tasks incidental to the work</p> <p>Undertaking pick-ups and deliveries</p> <p>Undertaking routine manual tasks</p>	<p>\$31,000-35,000 (07/8)</p> <p>\$32,007.50-36,137.50 (08/09)</p> <p>\$33,047.75-37,311.97 (09/10)</p>

Category	General Descriptor including handling requests to provide information	Indicative tasks	Salary range
<p>LEVEL 2. Positions classified at this level would typically apply to persons entering employment at ADF with no tertiary qualifications but with some experience in the duties specified and a general understanding of the role and functions of ADF.</p>	<p><i>Minimum requirements</i> Completion of secondary education and basic training in office procedures or on-the-job training in a similar position</p> <p>Basic computer literacy skills and ability to perform simple tasks using equipment, and/or a computer terminal</p> <p><i>Problem Solving</i> Undertakes basic, standardised work routines and operates simple equipment</p> <p>Works under established routines and instructions</p> <p>Requires routine problem solving abilities within defined procedures and precedents</p> <p><i>Accountability</i> Undertake tasks and duties that may impact on others within their team</p> <p><i>Level of Supervision</i> Work in progress is checked regularly</p> <p>Receives specific instruction on work to be performed</p> <p><i>Human Relations</i> Able to maintain effective working relationships with peers, superiors and the general public</p>	<p>Operating in a range of standard software applications using standard formats</p> <p>Assisting with organising meetings</p> <p>Reception/typist/secretarial duties</p> <p>Recording information onto a database</p> <p>Clerical duties</p> <p>Operating and maintaining office equipment</p> <p>Providing specific information in a set format using a range of standard systems</p> <p>Maintaining established procedures and systems to support the services being provided</p> <p>Receiving and dealing with initial inquiries and problems from clients using established procedures</p> <p>Performing basic technical tasks incidental to the work</p>	<p>\$35,001-39,000 (07/08)</p> <p>\$36,138.50-40,267.5 (08/09)</p> <p>\$37,312.97-\$41,576.19 (09/10)</p>

Category	General Descriptor	Indicative tasks	Salary range
<p>LEVEL 3.</p> <p>This is likely to be the most common entry-level classification for positions at the ADF</p>	<p><i>Minimum requirements</i> A Year Twelve certificate plus a minimum of six months relevant experience in office procedures or on-the-job training in a similar position</p>	<p>Executive support services/personal assistant duties</p>	<p>\$39,001-43,000 (07/08) \$40,268.50-44,397.50 (08/09) \$41,577.19-45,840.42 (09/10)</p>
<p>Positions classified at this level would typically apply to persons entering employment at ADF who may have tertiary qualifications and who have some experience in the duties specified and a general understanding of the role and functions of ADF.</p>	<p>An understanding of information principles</p> <p>An understanding of relevant business systems and processes</p> <p>Computer literacy and ability to perform more complex tasks using equipment</p> <p>An understanding of the interrelationships between ADF Programs</p>	<p>Providing assistance in day to day supervision and training of less experienced staff, in a single functional area</p> <p>Under direction, undertaking research, collection of statistical information, analysis and reporting</p> <p>Implementing and maintaining procedures and systems</p>	
<p>The work performed at this level may include some coordination of other staff, expects more advanced organisational skills and higher levels of accountability.</p>	<p><i>Problem Solving</i> Works within well-defined precedents and procedures</p> <p>Undertakes a greater variety of tasks and duties and understands the outcomes that are expected</p> <p>Undertakes tasks that are of a procedural nature or have specific precedents that can be followed; latitude is permitted to consider the most appropriate procedure or precedent to follow</p> <p>Requires routine problem solving abilities within defined procedures and precedents but the employee has some scope to consider variations in sequence of procedures</p> <p><i>Accountability</i> Outcomes of tasks may be used and/or implemented by others within the work group</p>	<p>Comprehensive application of software, design of forms/reports and presentation of information</p>	

Category LEVEL 4.	General Descriptor	Indicative tasks	Salary range
<p>Positions classified at this level would typically require post secondary training, and may include supervision of other staff. It expects some broader conceptual capacity and advanced organisational skills, as well as higher levels of accountability.</p> <p>An employee at this level uses specialised skills obtained through training and accumulation of job experience.</p>	<p><i>Minimum requirements</i> A Year 12 certificate or equivalent plus further relevant training at post secondary level</p> <p>A minimum of approximately two years relevant experience</p> <p>A general understanding of health promotion.</p> <p>An understanding of information management processes and practices.</p> <p>Proficiency in performing complex operations using equipment, and/or computers, including the ability to teach others</p> <p>An understanding of the inter-relationships between ADF Programs</p> <p><i>Problem Solving</i> Works under standardised practices and procedures or general work instructions</p> <p>May begin to specialise in a small number of functional /operational areas</p> <p>Implements current practices but has some latitude to implement alternate procedures</p> <p>Requires semi-routine problem solving within established procedures and standards; assistance would be available if needed</p>	<p>Maintaining business systems and procedures and records management</p> <p>Maintaining financial systems</p> <p>Administering standard grant making procedures</p> <p>Drafting correspondence</p> <p>Customer service functions, including provision of information to clients on ADF's policies, standards and practices</p> <p>Organizing events/processing in a timely and efficient manner</p> <p>Under professional supervision undertaking normal professional work which requires the exercise of knowledge, skills, professional judgment and initiative in the application of professional principles techniques and methods</p> <p>Comprehensive application of software, design of forms/reports and presentation of information</p>	<p>\$43,001-47,000 (07/08) \$44,398.50-48,527.0 (08/09) \$45,841.42-50,104.64 (09/10)</p>

Category	General Descriptor	Indicative tasks	Salary range
	<p><i>Accountability</i> Contributes to the development and achievement of the program's objectives</p> <p>May represent ADF within the broader community within well-defined guidelines</p> <p><i>Level of Supervision</i> Work is subject to regular quality control and progress checks</p> <p>Sets priorities jointly with his/her supervisor</p> <p><i>Human Relations</i> Contributes to team-work</p> <p>Expected to handle interpersonal work situations with the necessary skills to produce effective outcomes for the organisation, for affected individuals and their colleagues</p>		
<p>LEVEL 5.</p> <p>This classification is likely to be the beginning of roles involving project management responsibilities</p> <p>Positions classified at this level would typically require specialised skills obtained through formal qualifications and accumulation of job</p>	<p><i>Minimum requirements</i> Post-secondary studies and at least five years post qualification experience in a relevant area and/or similar organisation</p> <p>Understanding of concepts and principles normally associated with a formal qualification or gained through a detailed grasp of involved practices and procedures.</p> <p>Understanding of the role of ADF within the broader community.</p> <p>Advanced understanding of some or all of</p>	<p>Administering business/financial operation of a more complex nature</p> <p>Undertaking basic statistical and data analysis</p> <p>Drafting reports and sections of papers for publication</p> <p>Database management</p> <p>Preparing material for presentations</p> <p>Training other staff in aspects of their work</p>	<p>\$50,000-54,000 (07/08)</p> <p>\$51,625-55,755 (08/09)</p> <p>\$53,302.81-57,567.04 (09/10)</p>

Category	General Descriptor	Indicative tasks	Salary range
<p>experience. At this level, employees will have had extensive experience in the area, may be expected to provide leadership and/or a coordination role and for some staff supervision.</p> <p>Broad conceptual capacity and advanced organisational skills, as well as higher levels of accountability would be expected.</p>	<p>the following:</p> <ul style="list-style-type: none"> * Health promotion principles * Social marketing principles * A&OD issues * Information principles * Relevant business systems and processes * Communication theory and systems <p>Computer literacy in all required areas</p> <p><i>Problem Solving</i></p> <p>Understands the underlying theoretical principles required to solve problems or handle new situations</p> <p>Problem solving within established and well-defined procedures and policies</p> <p><i>Accountability</i></p> <p>Contributes to the establishment of Program objectives.</p> <p>Understands and provides input into the role of ADF within the broader community</p> <p><i>Level of Supervision</i></p> <p>Works under limited direction, either individually or in a team environment</p> <p>Work is subject to review, assistance may be given for specific problems</p> <p>Has a degree of independence with regard to setting priorities</p> <p><i>Human Relations</i></p>	<p>Implementing customer service procedures and public relations strategies</p> <p>Representation/advocating ideas of specific community or interest groups</p> <p>Providing external advice</p> <p>Assisting with research projects, consultation and liaison to gather information, statistics and views on identified issues and providing analysis of those issues to senior staff. This could include attending and participating in public meetings</p> <p>Preparing preliminary policy and briefing papers and drafting complex correspondence</p> <p>Undertaking tasks of a specialist (professional and/or technical) or detailed nature and exercising specific process responsibilities including devising and reviewing procedures and systems</p> <p>Achieving delivery of assigned activities against clearly defined objectives and service delivery targets</p> <p>Advanced application of software, design of forms / reports and presentation of information</p>	

Category	General Descriptor	Indicative tasks	Salary range
<p>LEVEL 6.</p> <p>Positions classified at this level would typically require specialised skills obtained through formal qualifications and accumulation of extensive job experience.</p> <p>Senior administrative positions and specialist resource and technical support positions requiring proficiency in a technical or specialised field may be classified at this level. This level may also represent the entry point for project management positions.</p> <p>Broad conceptual capacity, highly advanced organisational skills, and a high level of proficiency in information management, as well as higher levels of accountability would be expected.</p>	<p>May be required to handle difficult interpersonal work situations with the necessary skills to produce effective outcomes for the organisation, for affected individuals and their colleagues</p> <p><i>Minimum requirements</i></p> <p>Relevant tertiary qualification and at least five years relevant post qualification experience</p> <p>Advanced understanding of concepts and principles normally associated with a formal qualification or gained through a detailed grasp of involved practices and procedures</p> <p>Thorough understanding of, and capacity to provide input into, the role of ADF within the broader community</p> <p>Advanced understanding of some or all of the following:</p> <ul style="list-style-type: none"> * Health promotion principles * Social marketing principles * A&OD issues * Information management principles * Relevant business systems and processes * Communication theory and systems <p>High level computer literacy in all required areas</p> <p><i>Problem Solving</i></p> <p>Works with comparable levels of difficulty and abstraction in specialised technical</p>	<p>Representing the ADF in a range of forums</p> <p>Developing and maintaining a complex information or business system</p> <p>Developing and maintaining standards and procedures for an area of work or a work group</p> <p>Undertaking more complex statistical and data analyses</p> <p>Drafting submissions and papers for publication</p> <p>Overseeing and coordinating the work of other staff, including provision of training and assistance to less experienced staff and monitoring of performance</p> <p>Undertaking research, consultation and liaison to gather information, statistics and views on identified issues and providing analysis of those issues to senior staff. This could include attending and participating in public meetings</p> <p>Preparing preliminary policy and briefing papers and drafting complex correspondence</p>	<p>\$54,001-58,000 (07/08)</p> <p>\$55,756-59,885 (08/09)</p> <p>\$57,568.05-61,831.26 (09/10)</p>

Category	General Descriptor	Indicative tasks	Salary range
	<p>disciplines</p> <p>Works according to broad practice and procedures covered by functional precedents and policies</p> <p>Problem solving within substantially diversified but established ADF procedures and policies</p> <p><i>Accountability</i> Works collaboratively with peers and superiors</p> <p>Contributes to the establishment and achievement of Program objectives</p> <p><i>Level of Supervision</i> Work is subject to final review, normally after completion</p> <p><i>Human Relations</i> Able to assist with leading, coaching and trouble shooting problems in a team and with individuals in a way which is consistent with specific management objectives for ADF</p>	<p>Undertaking tasks of a specialist (professional and/or technical) or detailed nature and exercising specific process responsibilities including devising and reviewing procedures and systems</p> <p>Achieving delivery of assigned activities against clearly defined objectives and service delivery targets</p> <p>Advanced application of software, design of forms / reports and presentation of information</p>	
<p>LEVEL 7.</p> <p>Positions classified at this level would typically require advanced, specialised skills obtained through higher formal qualifications and</p>	<p><i>Minimum requirements</i></p> <p>A degree in an appropriate discipline plus minimum of five years relevant experience</p> <p>A relevant post-graduate qualification is likely to be held</p>	<p>Contributing to the design, development, evaluation and modification of health promotion programs and strategies</p> <p>Co-coordinating and planning research projects</p> <p>Developing and implementing protocols</p>	<p>\$58,001-64,000 (07/08)</p> <p>\$59,886-66,080 (08/09)</p> <p>\$61,832.26-68,227.60 (09/10)</p>

Category	General Descriptor	Indicative tasks and procedures	Salary range
<p>accumulation of extensive job experience.</p> <p>Considerable conceptual capacity, advanced organisational and information management skills, as well as higher levels of accountability, would be expected.</p>	<p>Proficiency in a technical, scientific or specialised field gained through broad experience of related concepts and principles</p> <p>Broad understanding of public health and health promotion, with specific in-depth knowledge of one or more areas of work involved</p>	<p>Writing papers for publication</p> <p>Designing research tools and questionnaires</p> <p>Liaising and collaborating with external stakeholders</p>	
<p>Senior specialist resource and technical support positions may be classified at this level. This level would also represent the normal classification for project management positions.</p>	<p>An understanding of business principles and practice and financial management and budgeting</p> <p>Understanding of the broader external factors that impinge on ADF's goals and functions</p> <p>Management experience including previous supervision of staff</p>	<p>Managing a function, work unit, or activity within ADF including responsibility for budget preparation and maintenance and staff supervision and development</p> <p>Undertaking research, investigation and analysis of complex issues and providing authoritative advice and briefings, options and recommendations</p>	
<p>This level requires a high degree of understanding of issues, extensive high experience, high leadership expectations, coordination and/or management skills and responsibility/accountability for one or more sub-programs or units.</p>	<p>Proven ability in coordination and management</p> <p>Proven leadership and strategic planning capacity</p> <p>Computer literacy in all required areas</p> <p><i>Problem Solving</i> Works with a thorough understanding and application of relevant theory, principles and concepts</p> <p>Works with the degree of independence needed to achieve pre-determined operating objectives.</p>	<p>Contributing to policy development, the identification of emerging issues and trends and the resolution of complex problems</p> <p>Providing internal consulting advice of a professional/expert/technical nature to other program areas within the agency</p> <p>Contributing to the development of business plans and strategies for the Program and for ADF as a whole</p> <p>Representing ADF in public forums and negotiating on local matters</p> <p>Public speaking</p>	

Category	General Descriptor	Indicative tasks	Salary range
	<p>Possesses diverse problem solving skills and has the latitude to consider which among many different procedures should be followed, and in what sequence, in order to achieve the required job results</p> <p>Works in accordance with broad practice covered by ADF precedents and policies.</p> <p><i>Accountability</i> Works collaboratively with peers and superiors on a major research or technical project or assignment</p> <p>Contributes to the development and achievement of the objectives of ADF</p> <p>Understands and provides input into the role of ADF within the broader community, including input into health promotion strategy development at state and national levels</p> <p><i>Level of Supervision</i> Determines how and when the required results are achieved</p> <p>Works under limited or broad direction</p> <p><i>Human Relations</i> Requires leadership, interpersonal and negotiation skills and excellent communication ability.</p> <p>Often required to negotiate with other organisations in order to win support,</p>	<p>Writing project briefs</p> <p>Establishing new and maintaining existing sponsorships/programs</p> <p>Implement public relations strategies</p> <p>Representation/advocating ideas of specific community or interest groups ideas</p>	

Category	General Descriptor	Indicative tasks	Salary range
<p>influence programs or policy development and, if necessary, turn a situation around</p> <p>May be responsible for aspects of staff management including counseling, staff development and performance management</p>	<p>and, if necessary, turn a situation around</p> <p>May be responsible for aspects of staff management including counseling, staff development and performance management</p>		
<p>LEVEL 8.</p> <p>This classification is likely to be the beginning of general/program management responsibilities</p> <p>At this level specialised skills obtained through higher formal qualifications and accumulation of extensive job experience are required.</p> <p>Positions at this level require advanced skills in a range of areas, including policy development and resource management. Employees at this level may be required to deputise for Directors and Group Leaders.</p> <p>Employees at this level could be expected to carry responsibility for one or more health promotion</p>	<p><i>Minimum requirements</i></p> <p>A relevant degree plus post graduate qualification</p> <p>A minimum of five years relevant post qualification experience at senior level</p> <p>Broad understanding of public health and health promotion, with specific in-depth knowledge of one or more areas of work involved</p> <p>Proficiency in a technical, scientific or specialised field gained through broad and deep experience built on concepts and principles or through wide exposure to complex practices and precedents</p> <p>Capacity to contribute to the development of ADF's role within the broader community</p> <p><i>Problem Solving</i></p> <p>Has an advanced understanding of relevant theory, principles and concepts and their application</p> <p>Has the skills and latitude to develop new procedures where required</p>	<p>Leading the design, development, monitoring and evaluation of health promotion programs and strategies in one or more portfolio areas</p> <p>Developing and implementing protocols and procedures</p> <p>Writing papers for publication</p> <p>Identifying and planning areas for further research and/or investment and designing research tools and questionnaires</p> <p>Liaising and collaborating with external stakeholders</p> <p>Managing a function, work unit, or activity within ADF including responsibility for budget preparation and maintenance and staff supervision and development</p> <p>Presenting major findings and outcomes and representing ADF in public forums</p> <p>Contributing to the development of business plans and strategies for the Program and for ADF as a whole</p>	<p>\$67,000-73,000 (07/08)</p> <p>\$69,177.50-75,372.50 (08/08)</p> <p>\$71,425.77-77,822.11 (09/10)</p>

Category	General Descriptor	Indicative tasks	Salary range
<p>portfolios and to provide leadership in developing program goals.</p>	<p>Provides technical advice to others working within the same or similar field of specialisation</p> <p>Has the ability to resolve problems which require a high degree of original and independent thinking</p> <p><i>Accountability</i> Understands and provides leadership into the role of ADF within the broader community</p> <p>Accountable to the Director of a Program for the effective and efficient operation of one or more portfolios, services or programs</p> <p>Determines how and when the required results are achieved within broad direction only</p> <p><i>Level of Supervision</i> Works with the degree of independence needed to achieve operating objectives within ADF's policy and resource framework.</p> <p><i>Human Relations</i> Requires leadership, interpersonal and negotiation skills and excellent communication ability</p> <p>Requires the ability to liaise and negotiate with stakeholders at senior levels</p> <p>May be responsible for aspects of staff</p>		

Category	General Descriptor management including counseling, staff development and performance management	Indicative tasks	Salary range
<p>LEVEL 9.</p> <p>At this level highly advanced leadership skills, conceptual capacity, organisational skills and resource management skills are required. Higher levels of accountability would be expected.</p> <p>Employees at this level may be required to deputise for Directors or will be Director's of operational units.</p> <p>Employees at this level would be expected to carry responsibility for one or more health promotion portfolios and to provide leadership in developing program goals.</p>	<p><i>Minimum requirements</i></p> <p>Higher formal qualifications, preferably masters degree, and accumulation of extensive job experience at senior level</p> <p>Membership of major external advisory and professional bodies</p> <p>Extensive networks of external decision makers and key stakeholders</p> <p>Proficiency in a specialised field gained through broad and deep experience built on concepts and principles or through wide exposure to complex practices and precedents</p> <p>Professional skills and knowledge supplemented by substantial, applicable work experience in a field of specialisation</p> <p>Capacity to provide input into the role of ADF within the broader community. This would include input into health promotion and public health policies at state, national and international levels</p> <p><i>Problem Solving</i></p> <p>Capacity to provide technical advice to others working within the same or similar field of specialisation</p>	<p>Monitoring, and contributing to, the national and state health promotion policy framework on behalf of ADF</p> <p>Liaising with relevant program and policy staff in government departments</p> <p>Carrying responsibility for one or more health promotion action area portfolios</p> <p>Providing authoritative/expert/professional/technical and strategic advice to ADF's senior management, Board and the Minister on complex and/or statewide issues, policies, procedures, guidelines and standards</p> <p>Presenting major findings and outcomes, and representing ADF in local, national and international forums</p> <p>Resolving complex and sensitive issues and problems with wide impact involving a number of stakeholders and needing integrated solutions, productivity and service improvements and monitoring arrangements involving risk factors, conflicting priorities and resource constraints</p> <p>Evaluating and managing risk and ensuring quality and probity in project proposals (e.g. contracting out and</p>	<p>\$75,000-80,000 (07/08)</p> <p>\$77,437.50-82,600.00 (08/09)</p> <p>\$79,954.22-85,284.50 (09/10)</p>

Category	General Descriptor	Indicative tasks	Salary range
	<p>Capacity to resolve problems which frequently require a high degree of original and independent thinking</p> <p>Possesses diverse problem solving activities and has the latitude to determine how to achieve the required results</p> <p><i>Accountability</i> Provides leadership into the role of ADF within the broader community</p> <p>Accountable to the Director of a Program for the effective and efficient operation of a service or program</p> <p>Determines how and when the required results are achieved</p> <p>Requires a high degree of understanding of issues, extensive experience, high leadership expectations, coordination and/or management skills and responsibility/accountability for one or more sub-programs or units</p> <p><i>Level of Supervision</i> Works with the degree of independence needed to achieve operating objectives within ADF policy and resource framework</p> <p><i>Human Relations</i> Requires leadership, interpersonal and negotiation skills and excellent communication ability</p> <p>Requires the ability to liaise and negotiate</p>	<p>management of externally provided services)</p> <p>Developing medium to longer term plans and strategies which are consistent with business plans</p> <p>Planning and prioritising work programs and allocating appropriate resources to ensure its satisfactory completion</p> <p>Developing performance management and development plans and strategies for monitoring of staff against performance criteria and providing appropriate training and development opportunities for staff to improve staff competencies</p> <p>Mentoring of staff</p>	

Category	General Descriptor	Indicative tasks	Salary range
<p>with stakeholders at senior levels</p> <p>May be responsible for staff management including counseling, staff development and performance management</p>	<p>with stakeholders at senior levels</p> <p>May be responsible for staff management including counseling, staff development and performance management</p>		
<p>LEVEL 10.</p> <p>At this level highly advanced leadership skills, conceptual capacity, organisational skills and resource management skills are required. Higher levels of accountability would be expected. In addition the job requires recognition as an expert within a particular field; and represents the highest level of expertise in ADF within the specific field.</p> <p>Employees at this level may be required to deputise for Directors or will be Director's of operational units.</p> <p>Employees at this level would be expected to carry out responsibility for one or more health promotion portfolios and to provide, not only leadership in developing program goals,</p>	<p><i>Minimum requirements</i></p> <p>Higher formal qualifications, preferably masters degree, and accumulation of extensive job experience at senior level</p> <p>Membership of major external advisory and professional bodies</p> <p>Extensive networks of external decision makers and key stakeholders</p> <p>Recognised as an expert in a specialised field gained through broad and deep experience built on concepts and principles or through wide exposure to complex practices and precedents</p> <p>Professional skills and knowledge supplanted by substantial, applicable work experience in the field of specialisation, and enhances the reputation of ADF</p> <p>Capacity to provide input into the role of ADF within the broader community. This would include input into health promotion and public health policies at state, national and international levels.</p> <p><i>Problem Solving</i></p> <p>Capacity to lead the provision of technical</p>	<p>Developing initiatives for the national and state health promotion policy framework on behalf of ADF</p> <p>Liaising with relevant program and policy staff in government departments</p> <p>Carrying responsibility for one or more health promotion action area portfolios</p> <p>Providing authoritative/ and strategic advice to ADF's senior management, Board and external stakeholders on complex and/or statewide issues, policies, procedures, guidelines and standards</p> <p>Presenting major findings and outcomes, and representing ADF in local, national and international forums</p> <p>Resolving complex and sensitive issues and problems with wide impact involving a number of stakeholders and needing integrated solutions, productivity and service improvements and monitoring arrangements involving risk factors, conflicting priorities and resource constraints</p> <p>Evaluating and managing risk and</p>	<p>\$84,000-91,000 (07/08)</p> <p>\$86,730.00-93,957.50 (08/09)</p> <p>\$89,548.73-97,011.12 (09/10)</p>

Category	General Descriptor	Indicative tasks	Salary range
<p>but inspiration for developing strategic intent.</p>	<p>advice to others working within the same or similar field of specialisation</p> <p>Capacity to solve problems, which frequently require a high degree of original or independent thinking</p> <p>Possess diverse problem solving activities and has the latitude to determine how to achieve the required results</p> <p><i>Accountability</i> Provides leadership into the role of ADF within the broader community</p> <p>Accountable to the Director of a Program for the effective and efficient operation of a service or program, where there are limited frameworks, precedents and guidelines.</p> <p>Determines how and when the required results are achieved</p> <p>Requires a high degree of understanding of issues, extensive experience, high leadership expectations, coordination and/or management skills and responsibility/accountability for one or more subprograms or units.</p> <p><i>Level of Supervision</i> Works with the degree of independence needed to achieve operating objectives within ADF policy and resource framework</p> <p><i>Human Relations</i> Requires leadership, interpersonal and</p>	<p>ensuring quality and probity in project proposals (e.g. contracting out and management of externally provided services)</p> <p>Developing medium to longer term plans and strategies which are consistent with business plans</p> <p>Planning and prioritising work programs and allocating appropriate resources to ensure its satisfactory completion</p> <p>Developing performance management and development plans and strategies for monitoring of staff against performance criteria and providing appropriate training and development opportunities to staff to improve staff competencies.</p>	

Category	General Descriptor	Indicative tasks	Salary range
	<p>negotiation skills and excellent communication ability</p> <p>Requires the ability to influence, liaise and negotiate with stakeholders at senior levels</p> <p>May be responsible for the staff management including counseling, staff development and performance management</p>		