

The Uniting Church in Australia
Synod of Victoria and Tasmania

Lay Staff Collective Employment Agreement
2008
(LSCEA)

3 Mar 08

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1 Synod Purpose, Mission and Values

1.1 Purpose

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

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

In order to support and conduct the ministry and business of the Synod professional and administrative staff are necessary and are employed at the Synod Offices. Staff of the Synod Offices facilitate the mission and ministry of the UCA by providing advice and support to Uniting Church congregations, presbyteries and agencies throughout the states of Victoria and Tasmania. Staff requirements to achieve effective support are diverse and include both ordained staff and lay (non-ordained) staff who provide expertise in the fields of accounting, administration, community services, education (theological and lay), finance, human resources, legal, mission planning, property, resource planning and social justice.

1.2 Mission and Values

To give expression to the gospel of Jesus Christ as we serve, resource and lead the Uniting Church in Victoria and Tasmania.

- | effective servant leadership;

- | inclusion;

- | compassion;

- | justice;

- | integrity;

- | respect, care and co-operation;

- | achieving through teams;

- | wise stewardship;

- | professional excellence.

We celebrate the special gifts and talents of the Synod's indigenous staff members and we acknowledge that indigenous cultural works have particular significance to them. We undertake to work with indigenous staff members in a way that seeks to understand and be sensitive to indigenous cultural needs.

2 Principles of This Agreement

The parties to this Agreement are committed to

- the principles of natural justice including but not restricted to good faith, procedural fairness and timeliness, and to applying those principles to all parts of this Agreement; and
- creating and sustaining Synod workplaces which are healthy and safe, working collaboratively with the Occupational Health and Safety Committee

3 Scope of this Agreement

Date of Agreement

THIS Agreement is made on 31st March 2008

3.1 Parties To This Agreement

- (1) The Uniting Church In Australia, Synod Of Victoria and Tasmania ("the Synod") whose office is situated at 130 Little Collins Street, Melbourne.
- (2) The lay staff employed by the Synod whose names and signatures are set out in the appendix and who are employed at any of the following Synod sites:
 - a) 130 Little Collins Street, Melbourne
 - b) Centre for Theology and Ministry, Parkville
 - c) 410 Torquay Road, Grovedale
 - d) 96 Margaret Street, Launceston
 - e) 56 Doncaster Road, Balwyn North
- (3) Lay staff subsequently employed by the Synod who agree to be bound by this Agreement

3.2 Staff employed under this Agreement

The Synod has agreed to employ all lay staff members on the terms and conditions set out in this document. The categories of lay staff employed by the Synod are as follows:

- a) permanent staff members who may be engaged on a full-time or part-time basis;
- b) fixed term staff members who may be engaged on a full-time or part-time basis;
- c) casual staff members.

3.3 Staff not employed under this Agreement

This Agreement will not apply to the following:

- Ministers of the Word;
- Deacons;
- Deaconesses;
- Chaplains;
- Specified Ministry of Youth Workers in approved placements;
- Staff of Joint Theological Library;
- Lay Field Staff employed by the Early Childhood Unit.; and
- Staff of Uniting Aged Care Victoria and Tasmania
- Staff of Uniting Church Camping

3.4 Dates Of Operation

- a) Existing staff members

This Agreement will take effect from THE DATE ON WHICH IT IS LODGED and will continue in effect in accordance with clause 3.6.

- b) New staff members

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

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

3.5 Replacement Agreement

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

3.6 Nominal Expiry and Re-negotiation of Agreement

The nominal expiry date of this Agreement is 30 June 2011.

If negotiations cannot be satisfactorily concluded by 30 June 2011 then this Agreement will remain in effect in accordance with the *Workplace Relations Act 1996*.

3.7 Definitions and Interpretation

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

Ref	Term	Definition
1.	"Advocate"	A staff member who provides support to another staff member who is party to a grievance, dispute, discipline or termination procedure; (note that an Advocate will normally be a Contact Officer who has been trained in such procedures).
2.	"Casual staff member"	A staff member who does not work on a regular basis or works less than 7 hours per week;
3.	"General Secretary"	The General Secretary of the Synod of Victoria and Tasmania
4.	"Field Staff"	A staff member whose normal work activities frequently require him / her to spend time working at various sites including UCA congregations and agencies;
5.	"Fixed term staff member"	A full-time or part-time staff member who is employed for a specific period;
6.	"Full-time staff member"	A full-time staff member is a) a staff member who works for 37.5 hours per week on a continuous and regular basis; b) a staff member who was working 35 hours per week at 1 April 2004 and continues to work a 35 hour week on a continuous and regular basis
7.	"Executive Director"	General Secretary, Associate General Secretary, Executive Director, Commission for Mission, Executive Director, Funds Management, Executive Director Administration and Finance, Executive Director Centre for Theology and Ministry.
8.	"Human Resource Director"	The Human Resource Director of the Synod;
9.	"Lay Staff"	Staff of the Synod who are not ordained;
10.	"Lay Staff Representatives Committee"	The group of staff members who are elected by the lay staff from time to time to represent their interests on a collective basis;
11.	"Major event"	
12.	"Manager"	A person appointed to manage a project or area.
13.	"Mercer "	Organisation which provides the Synod with an objective position evaluation system and an annual independent market remuneration review;
14.	"Moderator"	Moderator of the Synod of Victoria and Tasmania;
15.	"Part-time staff member"	A staff member who works for less than 37.5 hours but for at least 7 hours per week on a continuous and regular basis. This definition excludes Full-time staff defined in 6b (above);
16.	"Placement"	Appointment to a ministry through the UCA's process of discernment used to place people (usually Ministers of the Word) in a ministry which best matches their gifts.
17.	"Staff member"	Any lay employee of the Synod to whom this Agreement applies;
18.	"Supervisor"	A person responsible for the supervision of another staff member;
19.	"Synod"	The Uniting Church in Australia Synod of Victoria and Tasmania;
20.	"Unit"	The section of the Synod in which a staff member works.

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

4 Terms Of Employment Of Staff

4.1 Probationary Period

4.1.1 Duration

Unless otherwise specified, all new staff members other than casual staff members will be engaged for an initial probationary period of three months.

4.1.2 Extension

At any time during the initial probationary period the Executive Director may by written notice to the staff member, extend the probationary period for a further period of up to three months. However, this extension may be made only on reasonable grounds, such as:

- a) there has been a significant period of interruption to the staff member's service during the probationary period, whether by illness or otherwise;
- b) the staff member is inexperienced in the particular type of work that the staff member has been engaged to perform, and the Synod requires a longer probationary period to properly assess the staff member's ability to perform at the required level.

The probationary period may only be extended once.

4.1.3 Notice during probationary period

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

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

4.1.4 Review during probationary period

At the completion of approximately six weeks (and in any event not later than the eighth week) of the initial probationary period the manager will review progress with the new staff member to identify any areas of concern. The manager will promptly inform the Executive Director of the completion and outcome of this review.

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

4.1.5 Conclusion of probationary period

At the conclusion of the probationary period (or extended probationary period as the case may be) the staff member will be notified in writing of the completion of their probationary period. After the end of the probationary period termination of employment will be governed by Section 18 of this Agreement.

4.2 Casual staff members

4.2.1 Conclusion of Employment

The preceding paragraphs (4.1.2 to 4.1.5) do not apply to casual staff members, whose employment may be ended at any time by the Synod advising the staff member that there is no casual work available, or the staff member advising the Synod that they are not available for casual work.

4.2.2 Conversion to permanent employment

Where a part time or full time casual staff member works regularly in the same position for a consistent number of hours for a period of 12 months then that staff member has the right to request that their employment be converted to permanent. Such a request must be submitted to the relevant Executive Director and will not be unreasonably refused.

5 Hours of Employment

5.1 Ordinary hours of employment

Within each staff member's ordinary hours of employment, the staff member must be available to carry out their duties at the times and on the days required by the staff member's manager.

The ordinary hours of work for full-time staff as defined in 3.7.6 (a) are 37.5 hours per week, spread equally over 5 days, Monday to Friday inclusive. The ordinary hours of work for full-time staff as defined in 3.7.6 (b) are 35 hours per week, spread equally over 5 days, Monday to Friday inclusive.

The actual times of beginning and ending work each day are to be between 7.30 am and 6.30 pm, or at such other times as determined by the staff member's manager.

5.2 Ordinary hours of employment – Field Staff

Due to the nature of the activities of the Synod as a church, field staff may be required to work on the weekend. Therefore, the ordinary hours of work for field staff may include Saturday or Sunday, however this requirement must be specified in the staff member's position description and letter of appointment.

Where working on Saturday or Sunday is required then the staff member and manager will prepare the staff member's fortnightly or monthly work program at least 2 weeks in advance of the commencement of the program.

In each week where the staff member works on a Sunday then the remaining ordinary days of work will normally be determined in a way which preserves two consecutive days off for the staff member.

The staff member and manager may mutually agree to vary the ordinary hours of work of a field staff member to respond to operational needs of the unit or personal circumstances of the staff member. Any variation to the agreed program must be recorded in writing and signed by both the staff member and manager.

5.3 Tea and meal breaks

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

An hour is allowed for meal breaks, the actual time of which will be negotiated between the staff member and their manager. Meal breaks are unpaid time. No staff member may work for more than five continuous hours without a meal break of at least 30 minutes.

5.4 Public Transport strikes or other emergencies

On days of public transport strikes or other emergencies, the workplace will be open to operate normally unless staff members are advised otherwise. If the workplace remains open in such circumstances then any staff member who is absent from work may be required to take annual leave or unpaid leave for that period of absence, or, by agreement with their manager, they may be required to work additional hours to make up the lost time.

5.4.1 Stand Down of Staff Members

The Synod may deduct payment for any part of the day during which a staff member cannot usefully be employed because of any strike, breakdown of machinery or any stoppage of work for any cause for which the Synod cannot reasonably be held responsible. However, staff may if they choose, take any such period as annual leave, provided a sufficient pro-rata leave entitlement has accrued at that time. Any unpaid leave or annual leave taken during any such period does not break the continuity of employment of the staff member for the purpose of any entitlements.

5.5 Public Holidays

5.5.1 Full-time staff

Full-time staff members are not required to work on public holidays as gazetted by the relevant State government when they fall on a normal working day.

Where a public holiday such as Christmas Day falls on a weekend, a day in lieu of that holiday on the following Monday will be allowed, unless there is a variation of the holiday by a determination of the Australian Industrial Relations Commission or state government. When Anzac Day falls on a weekend, a holiday is not provided on the following Monday.

5.5.2 Part-time staff

Part-time staff members will be entitled to be paid for public holidays where that public holiday falls on any day normally worked by that staff member. If the part-time staff member does not work regular days, the allowance for public holidays will be determined by the Executive Director in consultation with the relevant manager..

5.5.3 Casual staff

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

6 Remuneration

Each staff member's position and initial rate of pay (including salary packaging) will be set out in that staff member's individual letter of engagement. Unless stated otherwise, the following general conditions apply:

6.1 Rates of Pay – full time and part time staff members

All positions are assessed as falling within a band determined by expertise, judgement and accountability in accordance with the Mercer evaluation system, and full-time staff are paid accordingly. No staff member will be paid below the band determined by this evaluation system.

Part-time staff are paid on a pro-rata basis salary and other conditions applicable to full-time staff.

Permanent junior staff will also be paid in accordance with the appropriate Mercer band.

No staff member will be paid less than the safety net minimum set by the Fair Pay Commission (or its successor) plus 10% or Mercer Level 1, whichever is the higher.

6.2 Rates of pay - casual staff

The rate of pay for casual staff will be not less than the calculated hourly rate of Level One of the Mercer scale plus a casual loading of 25%

6.3 Rates of pay – junior casual staff

Where short term casual junior staff are employed by the Synod then the rate of pay will be not less than the following percentages of the lowest level one rate on the Mercer scale:

17 years and under:	60%	19 years:	80%
18 years:	70%	20 years:	90%

6.4 Pay day arrangements

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

If a staff member requests, the Synod will also make direct payments from the staff member's salary to Medibank Private and HBA.

6.5 Annual salary review - full-time and part-time staff

An incremental increase of 4% per annum will apply to all Synod staff from the first full pay period in January for each year of the life of this Agreement.

6.6 Superannuation

6.6.1 Superannuation Guarantee Contribution

The Synod will pay on behalf of eligible staff members the minimum contributions which it is required to pay from time to time in accordance with the *Superannuation Guarantee Act 1992* and all other government requirements, and in accordance with the Synod's superannuation policy at that time. Staff members who reach the age of 70 and continue to work 10 or more hours per week may elect

- a) to continue to receive the employer Superannuation Guarantee Contribution; or
- b) to cease to receive the employer Superannuation Guarantee Contribution and receive a salary increase commensurate with the amount of the employer superannuation contribution being paid at the time of their 70th birthday.

6.6.2 Voluntary contributions

Staff members may make additional voluntary contributions towards superannuation plans in accordance with the Synod's superannuation policy.

All or part of a staff member's voluntary contributions may be made on a salary sacrifice basis if the staff member so requests.

6.7 Salary packaging

Salary packaging of certain benefits is available to all full-time and part-time staff members after completion of the staff member's probationary period or extended probationary period.

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

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

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

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

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

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

6.8 Accident Make-up Pay

Where a staff member has an approved Workcover claim under the Accident Compensation Act 1985, the Synod will pay the difference between the level of weekly compensation paid and the level of the staff member's normal weekly pay for an aggregate of 39 weeks. Should a lump sum pay-out be made by Workcover, the liability for make-up pay will cease from the date of that payment.

In accordance with the *Accident Compensation Act 1985*, accident make-up pay will not apply where a medical practitioner provides information that a staff member has a capacity for work, and such work is made available by the Synod but is not commenced by the staff member.

All workplace accidents must be reported to the appropriate person in accordance with the Synod's Occupational Health And Safety Policy.

7 Allowances and Expenses

7.1 Higher Duties Allowance

Full-time and part-time staff who are required to temporarily perform duties in a higher paid position due to the absence of a colleague for a continuous period of two or more weeks, will be entitled to a pay increase of 20% , for the whole period during which those higher duties are performed.

7.2 Extra Duties Allowance

Full time and part time staff who are required to temporarily perform extra duties due to the absence of a colleague will be entitled to an Extra Duties Allowance of between 10% and 15% depending on the level of their additional responsibilities. Where a staff member is required to undertake permanent higher or extra duties then their position description will be amended and re-evaluated to ensure remuneration remains appropriate.

7.3 Secondment to another position

Secondment to another position within the Synod may occur from time to time in accordance with the Synod's Secondment Policy.

7.4 Meal Allowances

Staff members who are required to work more than one and a half hours beyond a normal seven and a half hour day, or more than five hours on a Saturday, Sunday or public holiday, are entitled to be supplied with a meal. Where a meal is not provided a meal allowance will be paid in accordance with Schedule 1 of this Agreement.

7.5 Reimbursement of Expenses

- a) When staff members are required to use their car for work-related purposes, they are entitled to be paid the ad hoc travelling allowance as determined by the Synod for Ministers not in placement. An application for payment should be made through the Executive Director.
- b) If staff members are required to work temporarily away from their usual place of employment and to sleep away from their usual place of residence they are entitled to fares to and from the place they are required to work and all reasonable expenses incurred for board and lodging. Such expenses should not go beyond the acceptable accommodation and food limits set by the Australian Taxation Office and will be reimbursed on production of receipts and / or tax invoices.
- c) When staff members are required to work after 6.30 pm on any day, they will be entitled to provision of a taxi fare, car parking space or other acceptable private, secure means of transport to their home.

8 Reasonable Workloads, Reasonable Hours of Work and Time in Lieu or Overtime Payment

8.1 Reasonable workloads – new clause

a) Management of workloads

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

b) Unreasonable workloads

A staff member who considers that their workload is unreasonable will, in the first instance, discuss the matter with their manager. If the manager and staff member are unable to resolve the matter then it will be referred to the relevant Executive Director.

If discussions with the Executive Director fail to resolve the matter then the staff member may seek to have it addressed under the dispute settling procedures of this Agreement (see clause 15).

8.2 Reasonable hours of work and time in lieu

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

As part of this commitment the Synod seeks to ensure that all staff have reasonable workloads and reasonable hours of work. Therefore no staff member will be required to work more than 165 hours in any 4 week period.

In accordance with its duty of care, the Synod seeks to ensure that appropriate rest and recreation is taken following a period where a staff member is required or authorised to work additional hours. Therefore where a staff member has accrued 7.5 hours time in lieu then he / she will normally be required to take that time off within 7 calendar days of the overtime worked.

The exact hours during which time off in lieu will be taken will be in accordance with this clause and determined by agreement between the manager and the staff member.

8.3 Payment or time in lieu for extra time

Where full-time staff as defined in 3.7.6(a) are requested or authorised in advance by their manager or Executive Director to work beyond 37.5 hours per week then the following arrangements will apply:

- a) the estimated amount of extra time required will be agreed between the staff member and manager and will not exceed the provisions in clause 8.1;
- b) a time sheet will be completed by the staff member for actual additional hours worked;

Where a staff member is required to work the maximum allowable additional time of 165 hours in any 4 week period then at least 7.5 hours time in lieu must be taken. However where the staff member is eligible for paid overtime as specified in clause 8.4.1 then he or she may elect to be paid for the balance of overtime worked at the overtime rates specified in clause 8.4.

8.4 Rates for Paid Overtime

Overtime will be paid at time and a half for the first two hours and double time thereafter calculated on a daily basis. All overtime on weekends and public holidays will be paid at double time.

8.4.1 Paid Overtime Eligibility

The provisions in this clause 8.4 apply only to full-time staff who are graded up to and including Level 3 on the Mercer scale.

8.5 Rates for Time off in Lieu of Overtime

Overtime taken as time off shall be taken at the ordinary time rate, that is an hour for each hour worked except for public holidays where overtime taken as time in lieu shall be taken at two hours for each hour worked.

8.6 Overtime - field staff

Planning of the work program of field staff members will occur in accordance with clause 5.2. However, where field staff members are required by their manager to work overtime then they will receive time off in lieu for overtime worked at the ordinary rate, that is an hour for each hour worked.

8.7 Overtime - part-time staff

8.7.1 Planned overtime

Where part-time staff are requested or authorised in advance by their manager or Executive Director to increase their normal hours of work up to 37.5 hours per week for a period of one week or more then the staff member will be paid at their normal hourly rate for all hours worked.

Any part-time staff member who is requested or authorised by their manager or Executive Director to work beyond 37.5 hours in any one week will receive remuneration or time in lieu in accordance with the provision of clause 8.4.

8.7.2 Unplanned overtime

Where a part-time staff member is requested to work additional hours without notice then the rates specified in 8.4 will apply.

8.7.3 Overtime agreement

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

8.8 Reasonable hours of work and overseas travel or major events

8.8.1 Planning

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

The work plan will be authorised by the relevant Executive Director.

8.8.2 Recovery Time

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

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

9 Leave Entitlements

9.1 Annual Leave

9.1.1 Entitlement

All staff members other than casual staff members, are entitled to paid annual leave on ordinary pay accruing pro-rata at the rate of four weeks for each completed year of service, according to the conditions set down in 9.1.2 to 9.1.11 inclusive;

9.1.2 Application and Approval

Application for annual leave will be made by the staff member to their immediate supervisor. Normally an application will be made at least four weeks in advance of the intended leave date. The dates on which annual leave is taken must be approved by the staff member's manager and will be negotiated to fit in with the requirements of the Unit. The manager will normally process the application within 5 days of receipt and no application for leave will be unreasonably refused.

9.1.3 Christmas / New Year Closure

Some parts of the Synod close over the Christmas / New Year period. All staff members who work in those parts of the Synod will be required to take leave during the period of closure. Any such requirement for the current year will normally be notified to staff by 1st March;

9.1.4 Restrictions

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

9.1.5 Public holidays

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

9.1.6 Annual leave in advance

In appropriate cases, annual leave may be taken before the anniversary date of the staff member's employment, provided a sufficient pro rata entitlement to the requested period of leave has accrued, eg 5 days leave accrues every three months for full-time employees;

9.1.7 Purchase of additional annual leave

By negotiation with their managers, staff members may elect to purchase one additional week of annual leave per year. Staff members electing to take this option will have one week's pay deducted from their annual salary over a 52 week period, and will accrue one additional week's leave over a 52 week period;

9.1.8 Leave accrual

Annual leave entitlements are cumulative, however

- a) the Synod requires staff members to take their annual leave entitlements within 12 months of the end of the year of service in which those leave entitlements have accrued;
- b) staff members will not be permitted to accrue more than 8 weeks' annual leave without the approval of the General Secretary on the recommendation of the Executive Director. This approval will be granted only in special circumstances.

9.1.9 Paid employment during annual leave

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

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

9.1.10 Annual Leave loading - 2008

The parties agree to introduce annual leave loading / extra annual leave as describe in clause 9.1.11 effective from the first full pay period in January 2008 on the condition that, for 2008, staff taking an Easter Tuesday leave day will be deemed to have taken annual leave for that day.

9.1.11 Annual Leave loading

- 1 All Synod staff members will be offered a choice in writing of the following:
 - a) annual leave loading of 17.5% per annum which will apply to all annual leave accrued from the first full pay period in January 2008 ; OR
 - b) 23 days annual leave per annum for full time staff members (pro rata for part time) which will apply to all annual leave accrued from the first full pay period in 2008;
- 2 Any staff member who does not make an election between leave loading and additional annual leave within 4 weeks of commencement of their employment will be deemed to have elected option 1 (b)
- 3 Staff members may vary their election not more than annually and must make such election in writing to the Director, Human Resource Services.

9.2 Leave without pay

Approval of leave without pay is entirely at the discretion of the Synod. Staff members who apply for leave without pay must receive approval from their manager and Executive Director.

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

9.3 Personal Leave

9.3.1 Definition

Synod staff are entitled to paid personal leave which may be taken as sick leave or carer's leave in accordance with the conditions specified in clauses 9.3.3 and 9.4.2

9.3.2 Entitlements

Full-time staff members are entitled to ten days personal leave per annum accrued pro-rata in respect of each complete month of service. Personal leave is cumulative from year to year.

Part-time staff members are entitled to the same personal leave as full-time staff members on a pro-rata basis according to the average hours worked per week.

9.3.3 Conditions

Personal leave taken where the staff member is sick is subject to the following conditions:

a) Notification

Staff members must notify their manager as soon as possible when they cannot attend work because of illness. Where the absence is for more than two consecutive days, or is for the last working day before any weekend and the first working day immediately after the same weekend, or the last day before a long weekend or the first day after a long weekend staff members must produce a medical certificate from a registered health practitioner (doctor, physiotherapist, psychologist, optometrist, dentist, chiropractor, chiropodist / podiatrist) in order to be awarded paid sick leave for that period;

b) Entitlements exhausted

Where sick leave entitlements are exhausted, additional sick leave may be granted ex-gratia on application to the General Secretary, on an individual basis;

c) Illness while on annual leave

If while a staff member is on annual leave, circumstances occur which would have entitled the staff member to a period of sick leave had the staff member not been on annual leave, that period can be transferred from annual leave to sick leave, provided the staff member has sufficient sick leave entitlement and the requirements of paragraph (a) of this clause are met.

9.4 Carer's Leave

9.4.1 Entitlements

Full-time and part-time staff members may use personal leave entitlements to care for a sick dependant.

9.4.2 Conditions

Personal leave taken to care for a sick dependant is subject to the following conditions:

- a) The employee is seeking leave to care for a member of their immediate family or household (see definitions of "household" and "family" at b) and c) in this clause 9.4.2) where the following definitions apply:
- b) Having regard for the accepted cultural and religious norms of a staff member's community a family member is
 - ! a partner;
 - ! a child or adult child (including an adopted child, foster, step-child or the child of an ex-spouse);
 - ! a parent (including a foster parent or an adoptive parent or a legal guardian);
 - ! a grandparent;
 - ! a grandchild; or
 - ! a sibling of the employee or of the employee's spouse.
- c) A household member is a relative of the employee who lives in the same house, where relative means a person related by blood, marriage or affinity (ie the relationship that a spouse has to blood relatives of the other spouse due to marriage). Same sex partners are included in the definition of household.
- d) The employee is responsible for the care of the person concerned.
- e) The employee establishes, by production of a medical certificate or statutory declaration, the illness of the person concerned and that the illness is such as to require care by another.
- f) The employee shall not normally take Carer's Leave where another person has taken leave to care for the same person.
- g) Where practicable, the employee will give their manager notice prior to the absence or the intention to take leave including
 - ! the name of the person requiring care;
 - ! their relationship to the employee;
 - ! reasons for taking such leave; and
 - ! the estimated length of absence.

If it is not practicable for the employee to give prior notice of absence, the staff member must notify their manager by telephone of such absence at the first opportunity on the day of absence.
- h) Each day or part of a day of Carer's Leave taken is deducted from the amount of Personal Leave / Sick Leave provided in clause 9.3 of this Agreement.

9.5 Compassionate/bereavement leave

Full-time and part-time staff members are entitled to up to five days paid leave on the death in Australia of a partner, mother, father, child, step-child or parents-in-law the words "mother" and "father" include foster and step-mother and foster and step-father and adoptive mother and father), a sister, brother, grandfather or grandmother.

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

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

Compassionate leave is non-cumulative leave.

9.6 Long Service Leave

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

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

9.7 Leave for Religious or Cultural Purposes

A staff member who is an aboriginal or torres strait islander, or is a member of another culture will be entitled to leave without pay of up to five working days in any one calendar year

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

A statutory declaration or other satisfactory evidence must be submitted to the relevant Executive Director.

A staff member taking leave for cultural or religious purposes as defined in paragraph 9.7 may opt to take annual leave instead of leave without pay or time off in lieu of overtime in accordance with clause 8.5.

9.8 Study Leave

Full-time and part-time staff members who have been employed by the Synod for twelve months or more may request up to two hours of paid leave per week in order to attend classes, to attend course examinations, or to cover study for examinations in the period between cessation of classes and the examination. Such leave may be granted where management is satisfied that the training or development will enhance the staff member's skills and better equip them for their tasks at work, either at present or in the foreseeable future.

In situations where two hours per week is insufficient to enable attendance at lectures, a further two hours per week may be approved as flexitime provided that the staff member and manager are able to negotiate this additional time to suit the workflow of their Unit.

Study leave of up to 2 days per semester may be accumulated and taken for the purpose of working on an assignment or sitting an examination.

9.9 Parental Leave

9.9.1 Maternity leave

Full-time and part-time female staff members with not less than twelve months continuous service as an employee of the Synod are entitled to 52 weeks maternity leave to be taken prior to the child's first birthday as follows:

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

Commencement of maternity leave is to be no later than two weeks prior to the due date of birth of the child.

This entitlement is reduced by any period of paid partner leave taken by the staff member's partner except for one week at the time of the birth of the child.

9.9.2 Partner leave - birth of a child

Full-time and part-time staff members with not less than twelve months continuous service are entitled to 10 days leave on full pay to be taken within the first 3 months that their partner gives birth to a child. Any balance of this entitlement will lapse if not taken within three months. This provision applies pro rata for part time employees.

9.9.3 Lactation breaks

A staff member who is breastfeeding will be entitled to regular breaks in paid time for lactation purposes as required.

9.9.4 Adoption leave

Full-time and part-time staff members with not less than twelve months continuous service as an employee of the Synod are entitled to up to 52 weeks unpaid adoption leave at the time of the adoption of a child who is under the age of 5 years in order to be the primary care giver of the child.

This entitlement is reduced by any period of paid partner or adoption leave taken by the staff member's partner except for one week at the time of the adoption of the child.

Up to 13 weeks paid adoption leave may be paid to a primary care giver for the purpose of integration of a child into a staff member's family. Paid leave is to be taken over a 12 month period. Any leave which is not taken at the end of 12 months will lapse.

9.9.5 Partner leave - adoption

Full-time and part-time staff members with not less than twelve months continuous service are entitled to 10 days leave on full pay to be taken within three months of the adoption of a child. Any balance of this entitlement will lapse if not taken within three months of adoption. .

9.9.6 Extended partner leave

Full-time and part-time staff members with not less than 12 months continuous service are entitled to unpaid leave of up to 52 weeks to be the primary care giver of a newborn or adopted child. This entitlement is reduced by any period of leave taken under clause 9.9.2 or 9.9.4, or any period of maternity or adoption leave taken by the staff member's partner.

9.9.7 Medical certificate / statutory declaration

The Synod reserves the right to request a medical certificate or statutory declaration from employees who request parental leave.

9.9.8 Return to work

Staff members who take parental leave are entitled to return to their former position or where that position no longer exists, to a comparable position for which the staff member is qualified and competent to occupy.

9.9.9 Leave in conjunction with parental leave

A staff member may take leave such as long service leave or annual leave to which they are entitled in conjunction with maternity leave or extended partner leave as long as the total does not exceed 52 weeks.

9.9.10 Shortening of parental leave

When a staff member wishes to return to work early from parental leave they must provide four weeks written notice to their manager of their intention to do so.

9.9.11 Extension of parental leave

A staff member may negotiate with their manager for an extension of unpaid leave, subject to at least 4 weeks notice of the extension being provided in writing by the staff member.

9.10 Employer Supported Leave

9.10.1 Jury Service

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

9.10.2 Leave for Blood Donors

Leave of up to two hours may be approved to enable staff members to donate blood to the Blood Bank during working hours provided that they

- a) seek their manager's permission for Blood Bank leave; and
- b) advise the nominated Synod blood bank coordinator of their intention to donate blood.

9.11 Leave Not Applicable - Casual Staff Members

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

10 Staff Training and Development

10.1 Management Initiatives

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

10.2 Staff Members' Initiatives

Opportunities are also available to staff members to increase their skills and assist in their professional and personal development. Full-time and part-time staff members wishing to undertake a course of development or training which they believe will enhance their skills and better equip them for their tasks at work may apply for training leave, provided the Executive Director is satisfied that the benefits are real (see also Study Leave, clause 9.8).

10.3 Subscriptions

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

10.4 Performance Review

Staff performance reviews will be conducted annually by the Executive Director or a delegated manager / supervisor responsible for the staff member. The annual schedule for performance review will be determined by the staff person's manager / supervisor in conjunction with the Executive Director.

The completed staff review pro-forma is to be made available to the staff member, who can discuss it with his or her supervisor, manager or Executive Director before signing it.

11 Working from home

From time to time, a staff member may work from home with the prior approval of their manager and in accordance with the Synod's Working from Home Policy.

12 Change management

The Synod may need to make changes from time to time in order to meet legislative, regulatory or operational requirements. The Synod recognises that it is important to provide information about significant change to the workplace and work resources and processes in a timely manner and seeks to ensure that a process of consultation occurs with affected staff members.

Therefore, where significant change is being considered that may have an impact on staff members then the following process will apply:

- a) Where consideration is being given to proposals which may significantly affect the current terms and conditions of employment, or the workplace of lay staff members then relevant information will be shared with those affected staff members as soon as practicable.
- b) Management will advise affected staff members of the reasons for the proposed changes and will provide them with the opportunity to express their views. Affected staff members may be accompanied by a support person during this process.
- c) Management will take into account the views of the affected staff members prior to making a decision.
- d) Where, after consultation as specified in (a) – (c), the Synod makes a decision to proceed with change then the Synod will provide information to relevant staff members in writing. The Synod will not be required to disclose confidential information.
- e) Imminent risks to health safety are exempt from this clause.

13 Confidentiality

At all times during and after the term of their employment:

- a) staff members must not, except in the proper course of their duties, divulge to any person any information which is not in the public domain and which concerns any personal affairs of any person, or the business or finances of the Synod or any related or associated entity, which may come to the knowledge of that staff member by any means; and
- b) staff members must use their best endeavours to prevent the publication or disclosure of any information of the type referred to in paragraph 13 (a).

Without limiting the staff member's obligations under this clause, no staff member may unless specifically required by their employment, copy or remove from the Synod's premises any documents or records of the Synod, whether they have been prepared by the staff member or not. Similarly, no staff member may make use of any information covered by this clause 13 for any purpose other than their employment by the Synod.

Immediately upon termination of employment or at the request of the Synod, all staff members must immediately deliver to the Executive Director all information and documents of the type referred to in this clause 13 in any material form which may be in their possession or control.

14 Intellectual Property

All staff members must promptly disclose to the Synod via their manager, and to no-one else all ideas, inventions, improvements relating in any way to the business of the Synod which they may conceive or make in the course of their employment. Staff members acknowledge that the Synod is and will be the only owner of all rights in and to those ideas inventions and improvements and that no staff member will be able to exploit or use in any way without the Synod's express written consent. To any extent necessary staff members are to assign all copyright and other intellectual property rights and any ideas, inventions and improvements to the Synod and will sign all necessary documents and do all other things necessary to enable the Synod to establish and protect its rights of ownership in them.

15 Dispute Resolution Procedures

Any staff member who experiences difficulties with his or her manager or another member of staff may take the matter up at any time with the Human Resources Director or an Advocate (see definitions in clause 3.7). This right is in addition to any other rights or dispute resolution procedures stated below.

The following procedures apply to disputes and grievances other than sexual harassment matters (which are dealt with under the Synod's Sexual Harassment Complaints Procedure). None of these provisions prevent any party from seeking a legal solution in accordance with their legal rights. Also, they do not prevent committees, work support groups, and other similar groups from exercising a pastoral role in respect of the staff members with whom they are associated. However staff members are free to exercise their rights under these procedures.

If any staff member has a dispute or grievance arising out of his or her employment, they have the right for the dispute or grievance to be heard through each level of management and to be accompanied by an Advocate or the Human Resource Director throughout the process.

15.1 Dispute or Grievance between two staff members

Unless the dispute or grievance directly involves the staff member's Executive Director the following procedure will apply:

- a) the staff member, Advocate or Human Resource Director will inform the staff member's Executive Director of the dispute or grievance within 2 working days of being advised of the grievance;
- b) other staff members who are party to the dispute or grievance will be advised by the Executive Director or Human Resource Director of the allegations in writing;
- c) after a period of not less than 2 and not more than 4 working days from (b) above, the Executive Director or delegate will meet with the parties and will attempt to resolve the dispute ;
- d) the Executive Director will attempt to resolve the dispute or grievance either directly or by delegation;
- e) the Executive Director (or delegate) will make a written record of discussions with staff involved in the grievance or dispute;
- f) the staff members involved in the dispute or grievance will be given the opportunity to sign the discussion record;
- g) the Executive Director (or delegate) will sign the discussion record;
- h) the staff member(s) involved in the dispute or grievance will be given a copy of the signed record.

15.2 Dispute Unresolved

If the dispute or grievance is still unresolved after following the procedure in 15.1 then the following procedure will apply:

- a) the Executive Director will inform the General Secretary of the dispute or grievance within two working days of completion of procedures in 15.1;
- b) within a reasonable time the General Secretary will consult with the parties to the dispute or grievance and attempt to resolve the matter;
- c) the General Secretary will make a written record of the discussion(s) and the parties to the dispute will be given the opportunity to sign the discussion record;
- e) the General Secretary will sign the discussion record;
- f) the staff member(s) involved in the dispute or grievance will be given a copy of the signed record.

15.3 Dispute or grievance with Executive Director

If the dispute or grievance is between a staff member and their Executive Director then the following procedure will apply;

- a) the staff member or Advocate or Human Resource Director will inform the General Secretary of the dispute or grievance within 2 working days of being advised of the grievance;
- b) other staff members who are party to the dispute or grievance will be advised by the General Secretary or Human Resource Director of the allegations in writing;
- c) after a period of not less than 2 and not more than 4 working days from (b) above, the General Secretary or delegate will meet with the parties and will attempt to resolve the dispute ;
- d) the General Secretary will make a written record of the discussion(s) and the parties to the dispute will be given the opportunity to sign the discussion record(s);
- f) the General Secretary will sign the discussion record(s);
- g) the staff member(s) involved in the dispute or grievance will be given a copy of the signed record.

15.4 Dispute or grievance with General Secretary

If the dispute or grievance directly involves the General Secretary then the following procedure will apply:

- a) the staff member or Advocate or Human Resource Director will inform the Moderator of the dispute or grievance within 2 working days of being advised of the grievance;
- b) other staff members who are party to the dispute or grievance will be advised by the Moderator or Human Resource Director of the allegations in writing;
- c) after a period of not less than 2 and not more than 4 working days from (b) above the Moderator will consult with the parties to the dispute or grievance and attempt to resolve the matter;
- d) the Moderator will make a written record of the discussion(s) and the parties to the dispute will be given the opportunity to sign the discussion record;
- f) the staff member(s) involved in the dispute or grievance will be given a copy of the signed record.

15.5 Referral to Independent Body

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

15.6 Referral to Australian Industrial Relations Commission

If a dispute about a matter or matters arising under this Agreement is unable to be resolved at the workplace level, and all the agreed steps in this clause 15 for resolving it have been taken, the matter(s) in dispute may be referred to the Australian Industrial Relations Commission (the AIRC), or a nominated member of the AIRC, for private mediation and, if that is unsuccessful, for formal determination.

15.6.1 Step 1 – Private Mediation

Before the private mediation, the parties will confer informally with the AIRC about matters of procedure, such as:

- the presentation of each side's position (whether oral or in writing);
- confidentiality requirements;
- representation at the conciliation;
- timing, location and duration of the conciliation; and
- any further particulars about the AIRC's role in relation to establishing procedures.

Subject to the preceding clause, it is agreed that the employee and the employer will observe confidentiality about all aspects of the matters in dispute.

The purpose of referring the matter to the AIRC is so that the AIRC may facilitate resolution of the dispute. The AIRC will therefore be requested to:

- help the parties identify and define the matter(s) in dispute;
- help the parties to develop a procedure which is aimed at achieving resolution of the dispute quickly, fairly and cost-effectively;
- where appropriate, suggest particular dispute resolution techniques for individual issues aimed at narrowing the matter(s) in dispute quickly, fairly and cost-effectively; and
- act as the facilitator of direct negotiations between the parties.

During the mediation process either of the parties may request that the AIRC discuss the matter individually with the parties and / or their representatives, the content of such discussions to be private and confidential. Either party may request / authorize the AIRC to convey all or part of the discussion to the other party.

15.6.2 Step 2 – Formal Determination

If the matter(s) in dispute remain unresolved the AIRC may make a formal determination and the parties agree to abide by the determination.

Before making its determination the AIRC will give the parties an opportunity to be heard formally on the matter(s) in dispute. In making its determination the AIRC will only have regard to the materials, including witness evidence, and submissions put before it at the hearing and will disregard any admissions, concessions, offers or claims made in mediation.

The AIRC can make and issue directions in relation to the process leading to its determination and the parties will abide by those directions.

The AIRC will provide the determination in writing to the parties as quickly as practicable after hearing the parties. A determination of the disputed matter or matters will not constitute an order by the AIRC under the *Workplace Relations Act 1996*.

15.7 Normal work procedures

Until a dispute or grievance is resolved work shall continue normally in accordance with the custom or practice existing before the dispute or grievance while discussions take place. No party will be prejudiced as to the final settlement by the continuation of work in accordance with this procedure. Health and safety matters are exempt from the requirements of this paragraph.

15.8 Cooperation

The parties must co-operate to ensure that all procedures referred to in this clause 15 are carried out expeditiously.

16 Discipline

Prior to any interview involving disciplinary matters the staff member should be informed that they may consult with the Human Resources Director and / or have an Advocate who does not work within their Unit present at the interview in order to assist that staff member.

16.1 Unsatisfactory Performance

Staff members will be encouraged at all times to meet the performance criteria agreed at the time of their engagement and at the time of annual staff performance reviews. Unsatisfactory performance of a staff member should be addressed by the manager or supervisor or the Executive Director as a component of his or her ongoing management responsibilities, and discussed with the staff member. A period of time which is reasonable under all of the circumstances (and in any event no less than 14 days) should be allowed to enable a staff member who is not performing to the required level to increase his or her performance to the required level.

16.2 Continued Unsatisfactory Performance

Where the staff member's performance does not reach the required level within the time-frame specified in clause 10.1 above, and the Executive Director considers disciplinary action is necessary due to unsatisfactory performance, he or she must notify the staff member in writing that the staff member's performance is considered unsatisfactory. This second warning must state the details of the failure to perform at the required level and give the staff member a further reasonable period of time (and in any event not less than 14 days) within which to increase the staff member's performance to the level required. This written warning will be recorded on the staff member's personnel file. The Executive Director should initiate an interview with the staff member (and their supervisor if such a position exists) to reiterate the written warning and discuss how the staff member's performance can be improved. A written record should be made of the interview and where practicable, signed by the staff member as an acknowledgment of it being a true and correct account of the interview. The staff member should be warned of the consequences of not meeting the required level of performance.

16.2.1 Outcome of continued unsatisfactory performance

Where the staff member's performance still does not reach the required level within the further period referred to in clause 16.2 above, the Executive Director may in his or her discretion repeat the procedures in clause 16.1 and/or clause 16.2 above. If the staff member's performance is unlikely to improve to the required level, an alternative suitable position may be offered to the staff member if available. If no suitable position is available the staff member's employment will be terminated on notice. If a staff member is terminated for unsatisfactory performance, a letter of termination setting out the reasons for termination will be provided to the staff member.

16.3 Misconduct

16.3.1 Evidence

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

16.3.2 Interview

If the Executive Director is satisfied that there is evidence of misconduct, the staff member will be required to attend an interview to discuss the matter. The purpose of the interview should be explained to the staff member who should be informed that he or she may have a representative present to assist him or her in the interview. Specific allegations of misconduct which have been identified must be put to the staff member. The staff member will be asked for an explanation. A detailed record of the interview will be made in writing and where practicable signed by the staff member as acknowledgment of it being a true and correct account of the interview.

16.3.3 Subsequent Misconduct

If the staff member engages in further misconduct, the procedures set out in clauses 16.3.1 to 16.3.2 above will be repeated. If the further misconduct does not constitute Serious Misconduct, the Executive Director must decide whether or not the misconduct constitutes grounds for termination by notice. If the Executive Director considers that the next incident will result in dismissal, the Executive Director must discuss the matter with the General Secretary, and with his or her Agreement will issue a firm written warning to the staff member, emphasising that this is a final warning. If a subsequent incident occurs it must be investigated in the same manner as prior incidents and a decision made relating to the outcomes of this investigation.

16.3.4 Serious Misconduct

Serious Misconduct is misconduct of a kind which makes it unreasonable to require the Synod to continue the employment of the relevant staff member during the period of notice of termination which the staff member would otherwise have been entitled to under clause 18.3.

Where allegations relate to Serious Misconduct, a staff member may be suspended with or without pay, but only with the consent of and for a period authorised by the General Secretary. Where a staff member has been suspended without pay and it is subsequently established that the staff member did not engage in serious misconduct, then the Synod will make up pay which was due during the period of suspension.

If, following an investigation and interview with the relevant staff member, the Executive Director is satisfied that Serious Misconduct has occurred, the staff member's employment will be terminated without notice following discussion with the General Secretary. No dismissals for Serious Misconduct are to take place without the authority of the General Secretary.

16.3.5 Misconduct which is found to be not Serious Misconduct

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

16.3.6 Dispute Resolution Procedures Arising From Disciplinary Action

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

16.3.7 Referral

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

16.3.8 Twelve month lapse

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

16.3.9 Records

The personnel records of the staff member are to be retained and held by the Human Resources Unit of the Synod.

17 Termination Of Employment by a Staff Member

The notice of termination required to be given by a staff member will be two weeks, unless otherwise stated in the staff member's letter of engagement.

18 Termination of Employment by Synod

The dismissal of a staff member must be undertaken with sensitivity and care and must not be harsh, unreasonable or unjust.

18.1 Authority to terminate

No Synod staff member will have their employment terminated without the authority of the relevant Executive Director and the General Secretary.

18.2 Prohibited grounds

The Synod acknowledges that the following grounds are prohibited for terminating the employment of a staff member:

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

18.3 Period of notice

The Synod will give the following notice of termination of a staff member's employment:

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

* An extra week has been added where an employee has 2 or more years continuous service and is over 45 years of age

18.3.1 Notice not applicable

Clause 18.3 will not apply in the case of dismissal for serious misconduct.

18.4 Redundancy

Where a definite decision is to be made by the Synod that it no longer wishes the job a staff member is doing to be done by anyone and this is not due to the ordinary and customary turnover of labour, and that decision may lead to termination of employment, the General Secretary will institute the following procedures for redundancy.

18.5 Discussion before Termination

A staff member is not required to accept any suggested alternatives to redundancy.

- a) Where consideration is being given to proposals which may affect the current terms and conditions of employment of lay staff members and field staff, including possible termination, relevant information should be shared with staff members and the elected staff representatives by those authorised to do so.
- b) Before the Synod makes any definite decision which may lead to termination of the employment of a staff member, the Synod must hold discussions with that staff member, and any other staff members directly affected, together with their respective representatives. An advocate (see definitions on page 8) should be present in all cases unless the staff member specifically requests otherwise. During these discussions, the Synod must investigate alternatives to termination, including transfer to a comparable position in another area of the Synod, offering the staff member a transfer to a lower paid position, consideration of job sharing where applicable, and reduced hours of work.
- c) Where, after discussions under paragraph 18.5 (b) have taken place, and the Synod then makes a definite decision that may lead to termination of employment of the staff member, the Synod must hold further discussions with all other staff members directly affected, together with their respective representatives. An advocate should be present in all cases unless the staff member specifically requests otherwise.
- d) These discussions must take place as soon as is practicable and must cover the reasons for the proposed terminations, measures to avoid or minimise the terminations and measures to mitigate any adverse effects of any terminations on the lay staff members concerned.
- e) For the purpose of all discussion under this clause 18.5 the Synod must provide in writing to the staff members concerned all relevant information about the proposed terminations including categories of lay staff members likely to be affected, and the period over which the terminations are likely to be carried out. The Synod will not be required to disclose confidential information.

18.6 Transfer to Lower Paid Duties, Job Sharing or Reduced Hours of Work

No staff member shall have a reduction in their rate of pay unless that staff member has a reduction in responsibility due to workplace changes. Where such a change occurs then the staff member's position will be evaluated by the Mercer system and the appropriate band determined. If the position is evaluated at a lower band then the staff member will receive 3 months salary maintenance before moving to the new salary level.

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

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

Any reduction in a staff member's salary under this clause must be approved by the General Secretary.

18.7 Severance Pay

In addition to the period of notice prescribed for ordinary termination, a lay staff member whose employment is terminated at the initiative of the Synod under paragraph 12 is entitled to the following amount of severance pay in respect of each completed year of his or her continuous period of service:

Period of Continuous Service	Severance Pay**
Less than one year	1 week
1 completed year	4 weeks
2 completed years	6 weeks
3 completed years	7 weeks
4 completed years	8 weeks
5 completed years	10 weeks pay
More than 5 completed years	2 weeks pay completed year of service up to a maximum of 26 weeks

**"Weeks pay" means the ordinary time rate for the staff member concerned.

18.7.1 Continuity of service

For the purpose of this clause 18.7, continuity of service will be calculated in the manner prescribed for Long Service Leave.

18.7.2 Severance Pay not applicable

In the event that the Synod sells the business or part of the business carried on by it or transmits the business or part of the business to another person or entity and the Synod secures an offer of employment in a comparable position for the employee from the purchaser or the transmittee of the business then no amount will be payable to the employee by way of a severance payment.

18.8 Staff Members leaving During the Notice Period

A staff member whose employment is terminated under clause 18.4 may terminate her or his employment during the period of notice and, if so, will be entitled to the same benefits and payments under this clause had the staff member remained employed by the Synod until the expiry of that notice.

18.9 Alternative Employment

The General Secretary in a particular redundancy case may consult with the Lay Staff Representatives Committee to have the general severance pay prescription varied if the Synod obtains acceptable alternative employment for a staff member within the Synod.

18.10 Time Off Work During Notice Period

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

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

18.11 Notification to Centrelink

Where a decision has been made to terminate 15 or more staff members in the circumstances outlined in paragraph 18.4, the Synod must notify Centrelink as soon as possible giving relevant information, including the number and categories of the staff members likely to be affected and the period over which the terminations are intended to be carried out.

19 Equal Opportunity

19.1 Affirmative Action

The Synod adopts the statement of the Affirmative Action Agency regarding employment of women which states that the Uniting Church in Australia, Synod of Victoria and Tasmania, is an Affirmative Action (equal employment opportunity for women) employer. Affirmative action is positive action designed to remove barriers and problems that women face in employment, with the ultimate aim to achieve equal employment opportunity. The guiding principle in employment matters is that of merit. The aim of Affirmative Action is to get the best person for the job, without regard to the gender of the applicant.

19.2 Valuing diversity

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

- a) ensuring employees work within and apply workplace diversity principles, especially in leadership and management practices and behaviours in the Synod;
- b) fostering a culture that acknowledges and promotes diversity and includes the prevention and elimination of discrimination in all forms;
- c) continued development and implementation of strategies to reduce barriers to employment.

19.3 Sexual Harassment

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

19.4 Anti Discrimination

The parties to this Agreement agree that:

19.4.1 Intention

It is their intention to achieve the principal object in paragraph 3(i) of the Workplace Relations Act 1996, which is to respect and value the diversity of the workforce by helping to prevent and eliminate discrimination at their enterprise on the basis of race, colour, sex, sexual preference, age, physical or mental disability, marital status, family responsibilities, pregnancy, religion, political opinion, national extraction or social origin; and

19.4.2 Anti discrimination dispute

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

19.4.3 Compliance

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

19.4.4 Not prohibited

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

20 Significant change during the life of this Agreement

Management and staff acknowledge that legislative or other significant change may arise during the life of this Agreement which may materially affect employees. Should this occur then management and staff agree to confer on processes and policies to ensure that the objectives and intent of the Agreement and the legislation continue to be achieved.

21 Over-Riding Awards

This Agreement excludes the application of any Award.

22 Commitment to Consultation

The parties agree that there are a number of matters which have been identified during the negotiation of this Agreement that will be explored by representatives of lay staff and the Senior Leadership Team during the life of this Agreement including, but not restricted to the following:

- a) work life balance
- b) working from home
- c) alternative models of personal and other leave
- d) effective management of work related stress

23 No Further Claims

The parties to this Agreement agree not to make any further claims during the period up to 30 June 2011 being the nominal expiry date, whether such claims are for matters under this Agreement, under any Award or neither and whether or not the subject of negotiation or any claim in this Agreement.

24 Signatures

General Secretary

**Signed on behalf of
The Uniting Church In Australia, Synod Of Victoria And Tasmania**

Representative, Lay Staff Employees

Representative, Lay Staff Employees

**Signed on behalf of the employees of
The Uniting Church In Australia, Synod Of Victoria And Tasmania**