

Note - the model flexibility term is taken to be a term of this agreement. This agreement is to be read together with an undertaking given by the employer. The undertaking is also taken to be a term of this agreement. A copy of these terms can be found at the end of the agreement.

The Uniting Church in Australia  
Synod of Victoria and Tasmania

# Lay Staff Collective Employment Agreement 2023

(LSCEA)

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

### **1.1 Purpose**

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

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

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

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

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

### **1.2 Objective**

This Agreement has been created to recognise the important contribution that employees of the Synod make to the ministry and mission of the Uniting Church of Victoria and Tasmania. It is also the objective of this Agreement to provide:

- Fair and reasonable wage increases for the life of the Agreement
- A classification structure that recognises employees' skills, qualifications, experience and capability
- Generous terms and conditions of employment for employees of the Synod.

## **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;
- Creating and sustaining Synod workplaces which are healthy and safe.
- Working for the wellbeing of the Synod and promoting the work, vision, mission and ministry of the Uniting Church in Australia.
- Valuing diversity and providing an equal opportunity workplace that is free from discrimination and harassment.
- Being an Affirmative Action (equal employment opportunity for women) employer.
- A covenanting relationship with the Uniting Aboriginal and Islander Christian Congress (UAICC) which fosters just, inclusive and equal relationships, recognising the place of First Peoples in Australia.

## **3 Scope of this Agreement**

### **3.1 Date of Agreement**

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

## **3.2 Parties to this Agreement**

**3.2.1** The Uniting Church in Australia, Synod Of Victoria and Tasmania ("the Synod") whose office is situated at 130 Lonsdale Street, Melbourne.

### **3.2.2 All Synod staff except the following:**

- A person ordained as a UCA Minister
- Staff in placement positions and/or in a pastor role
- UC Camping
- Employees employed under individual agreements for senior positions
- UCA presbyteries and congregations

**3.2.3** All employees whose employment immediately before the Agreement came into operation was covered by the *Higher Education Industry – General Staff – Award 2020* and other terms relevant to the Dalton McCaughey Library.

**3.2.4** All persons whose employment is at any time, when the Agreement is in operation, subject to the Agreement.

**3.2.5** The Australian Services Union as bargaining representatives for ASU members covered by this Agreement.

## **3.3 Staff employed under this Agreement**

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

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

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

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

### **3.3.3 Pro rata entitlements**

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

## **3.4 Dates of operation**

### **3.4.1 Existing employees**

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

### **3.4.2 New employees**

This Agreement will be made available to each prospective employee of the Synod and will take effect from the date of commencement of employment.

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

## **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 Savings clause

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

### 3.7 Nominal expiry and renegotiation of Agreement

The nominal expiry date of this Agreement is four years from the day on which the FWC approves the Agreement.

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

### 3.8 Definitions and interpretation

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

REF	TERM	DEFINITION
1.	Agreement	Agreement means the enterprise agreement as found in this document and approved by the Fair Work Commission.
2.	Casual employee	<p>A person is a casual employee if:</p> <ul style="list-style-type: none"><li>• an offer of employment is made on the basis that the Synod makes no firm advance commitment to continuing and indefinite work according to an agreed pattern of work for the person; and</li><li>• the person accepts the offer on that basis.</li></ul> <p>In the case of casual employment, the Synod can elect to offer work, and the employee can elect to accept or reject work.</p> <p>Casual employees are entitled to a casual pay rate, inclusive of casual loading.</p> <p>To avoid doubt, the question of whether a person is a casual employee of an employer is to be assessed on the basis of the offer of employment and the acceptance of that offer, not on the basis of any subsequent conduct of either party.</p>
3.	Conciliator	A neutral third party who facilitates conciliation conversations as part of a notified procedure as defined in the Synod Grievance Policy and Procedure.
4.	Coordinator	A person responsible for the overall management of a notified procedure as defined in the Synod Grievance Policy and Procedure.
5.	Director People & Culture	The Director People & Culture of the Synod.
6.	Employee	A person employed by the Synod to work in a position covered by this Agreement.
7.	Ex gratia leave	Providing leave on an ex gratia or gift basis means providing leave where there is no employee entitlement to leave and no employer obligation to provide that leave.
8.	Extraordinary circumstances	Extraordinary circumstances are circumstances that occur out of the ordinary and are differentiated from the normal day to day business of the Synod.

9.	Executive officer	Senior executive staff, as nominated by the General Secretary.
10.	Fixed term or limited tenure employee	A full-time or part-time employee who is employed for a specific period.
11.	Full-time employee	A full-time employee is an employee who works 37.5 hours per week.
12.	Household member	A household member is a relative or a person in relationship with the employee who lives in the same house, where relative means a person related by blood, marriage or affinity (i.e. the relationship that a spouse has to be a relative of the other spouse due to marriage). Same sex partners are included in the definition of household.
13.	Immediate family	A spouse, de facto partner, child, parent, grandparent, grandchild or sibling of the employee, or a child, parent (including a foster parent or an adoptive parent or a legal guardian), grandparent, grandchild or sibling of a spouse or de facto partner of the employee.
14.	General Secretary	The General Secretary of the Synod of Victoria and Tasmania.
15.	Lay staff	Employees of the Synod, except those who are ordained as a Uniting Church Minister, in a Synod placement, or in a Non-Placement Pastor position.
16.	Major event	A major event under this Agreement refers to an event or activity that continues for three or more consecutive days. This definition covers but is not limited to the Synod meeting and/or work requiring overseas travel, long work conferences and/or activities in excess of three consecutive days.
17.	Manager	A person responsible for the administration and coordination of a group or team of staff.
18.	Natural justice/procedural fairness	The process is fair, gives both parties the opportunity to respond to others' comments, and the decision making is based on sound evidence and free from bias.
19.	Parties	The persons who are directly involved or interested in any act, contract, transaction, legal proceeding or agreement.
20.	Part-time employee	An employee who works less than 37.5 hours per week on a continuous and regular basis. This definition excludes full-time staff defined in clause 3.8.
21.	Performance	The level to which an employee completes the inherent requirements of a role.
22.	Placement	Appointment to a ministry through the UCA's process of discernment used to place people (usually Ministers of the Word) in a ministry which best matches their gifts.
23.	Representative	A person who acts and/or speaks on behalf of an employee who is party to a grievance, dispute, discipline or termination procedure.



24.	Support person	A person who accompanies an employee during a dispute or grievance and may provide support in a number of ways including preparing for meetings, taking notes during meetings and debriefing after meetings.
25.	Synod	The Uniting Church in Australia Synod of Victoria and Tasmania.
26.	Synod meeting	The meeting of the Synod which occurs periodically.
27.	Synod Senior Leadership Team	Senior executive staff as nominated by the General Secretary.
28.	UCA	Uniting Church in Australia.
29.	Unit	The section of the Synod in which an employee works.
30.	Wellbeing day	This is paid leave designed to assist employees with proactively managing their mental and physical health and wellbeing. Examples of when an employee may choose to or need to use wellbeing days include, but are not limited to, visiting a GP for a general health check-up, to proactively deal with physical tiredness or fatigue, mental health issues, mental fatigue or stress, attending a medical examination or test (such as an x-ray or MRI) or attending a counselling session.

## 4 Terms of employment of staff

### 4.1 Probationary period

#### 4.1.1 Duration

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

#### 4.1.2 Notice during probationary period

At any time during the probationary period either the Synod or the employee 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.

#### 4.1.3 Performance

If at any time during the probationary period disciplinary action is required, the employee shall be informed that they may have another employee who does not work within that unit present at the interview in order to assist, or if necessary, act as the support person for that employee.

#### 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 the employee's progress with the employee to identify any areas of concern. The manager will promptly inform the relevant executive officer of the completion and outcome of this review. The manager may meet with the employee at any time during the probationary period to discuss any concerns about the employee's conduct or performance.

A further review will be conducted by the manager at approximately 18 weeks to support the employee to meet the required performance and behavioural expectations of the position.

#### 4.1.5 Conclusion of probationary period

At the conclusion of the probationary period of six months the employee will be notified in writing of the completion of their probationary period.

## **4.2 Casual employees**

### **4.2.1 Conclusion of employment**

Clause 4.1 does not apply to casual employees. A casual employee's employment may be ended at any time by the Synod advising the employee that there is no casual work available, or the employee advising the Synod that they are not available for casual work.

### **4.2.2 Casual conversion**

The Synod will offer casual conversion in accordance with the *Fair Work Act 2009* (Cth).

Casual employees may request a conversion to full-time or part-time employment if:

- they have been employed for a period of at least 12 months, and
- over the last 6 months, they have worked a regular pattern of hours on an ongoing basis, and could continue to work as a full-time or part-time employee without significant adjustment.

Requests should be made in writing. Requests will be considered by the Synod in accordance with the *Fair Work Act 2009* (Cth).

### **4.2.3 Minimum engagement**

Casual employees will be engaged for a minimum of 3 consecutive hours per shift.

## **4.3 Secondment to another position**

Secondment to another position within the Synod may occur from time to time. At the conclusion of the secondment position the employee will return to their substantive role. This is subject to any organisational changes.

## **5 Hours of employment**

### **5.1 Ordinary hours of employment**

The ordinary hours of work for full-time employees, as defined in clause 3.8 are 37.5 hours per week.

Employees at Narana are required to work their ordinary hours between 7.30am and 6.30pm from Monday to Sunday. If work is to be undertaken outside these hours then mutual agreement of the employee and manager is required.

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

Client cancellation, sleepover and excursion provisions under the *Social, Community, Home Care and Disability Services Industry Award 2010* are not applicable to Synod employees, because the work activities these provisions refer to will not be performed by Synod employees.

#### **5.1.1 Part-time employees**

Part-time hours are agreed at the time of engagement but can be varied if the employer and employee agree in writing with at least one week's notice. All time worked in excess of the agreed or varied hours will be overtime and will be paid in accordance with clause 8.3 Compensation for overtime worked.

#### **5.1.2 Maximum ordinary hours**

The maximum ordinary hours for a part-time or full-time employee is eight hours a day or 37.5 hours a week. If an employee exceeds this length of time, overtime rates will apply. See 8.3 Compensation for overtime worked.

The maximum ordinary hours for casuals is up to ten hours a day (by mutual agreement) or 37.5 hours a week. All hours worked in excess of these hours will be paid in accordance with clause 8.4 Compensation for overtime worked – casuals.

## **5.2 Full-time and part-time employees are entitled tea and meal breaks**

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

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

## **5.3 Public transport strikes, equipment breakdown, stoppage or other emergencies**

On days of public transport strikes, equipment breakdown, stoppage or other emergencies, the workplace will be open and operate normally unless the employer notifies the employees otherwise. By agreement with management and only if this option permits the continuation of work, the employee may work away from the office.

If the employee cannot be usefully employed for more than three days they may be:

- a) required to take annual leave or unpaid leave for that period of absence, and/or
- b) by agreement with management may work additional hours to make up the lost time.

Any unpaid leave or annual leave taken during any such period does not break the continuity of employment of the employee for the purpose of any entitlements.

## **5.4 Public holidays**

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

Full-time and part-time employees are entitled to all public holidays as prescribed in the National Employment Standards (NES), or as proclaimed, without loss of pay where the public holiday falls on a day on which the employee is normally required to work.

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

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

### **5.4.2 Casual employees**

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

## **6 Remuneration**

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

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

### **6.1 Remuneration levels**

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

#### **6.1.1 Pay point progression within level – Levels Entry-8**

- a) An employee's salary may be increased from one pay point to another pay point within the stated classification levels. Pay increases within a level are considered to be exceptional and are not related to years of service.
- b) Pay increases within the stated level require a formal written review by following the Pay Point Progression Procedure. A pay point progression review under this procedure can be initiated by a manager on behalf of the employee or by the employee.
- c) In accordance with the provisions above, more than one review may occur within a year, and/or the salary may be increased by more than one pay point relevant to one review.

- d) Any increase to an employee's pay point within a stated level must be approved by the relevant executive officer and the Director People & Culture.
- e) The remuneration for each pay point is shown in Appendix B. The salary for employees at Level 9 is uncapped and therefore cannot be included in this pay point progression clause.

**6.1.2** This approach will be uniform across the Synod.

**6.1.3** The Synod will have a remuneration policy and process available to employees.

**6.1.4** All position descriptions for new employees will be assessed against the classification descriptors provided in Appendix D in order to determine the remuneration level of the position.

**6.1.5** No employee will be paid below the minimum amount for the determined level as provided in the remuneration table in Appendix A.

**6.1.6** If an employee is dissatisfied with the evaluation of their role they may raise the matter in accordance with the Synod's Remuneration Policy and Procedure.

## **6.2 Remuneration exceeding relevant maximum**

Remuneration above the maximum point described in Appendix A must be authorised in accordance with the Remuneration Policy and Procedure.

## **6.3 Remuneration for casual employment**

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

## **6.4 Remuneration review**

**6.4.1** Subject to clause 6.4.2 employees will receive an incremental increase as outlined below.

Level	2023	2024	2025	2026
Entry – L4	4%	4%	3%	3%
L5 – L7	3.5%	3.5%	2.5%	2.5%
L8 – L9	2%	2%	2%	2%

**6.4.2** Payment of the pay increase for 2023 will be made as soon as possible after the agreement has been approved by the Fair Work Commission and will be backdated to the first full pay period in January 2023 (refer to Appendix A).

**6.4.3** Employees remunerated above the maximum pay point within the position level (Appendix A & B) are not entitled to receive an annual remuneration increase.

## **6.5 Pay day arrangements**

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

## **6.6 Superannuation**

### **6.6.1 Superannuation guarantee contribution**

- a) Superannuation legislation, including the *Superannuation Guarantee (Administration) Act 1992* (Cth), the *Superannuation Guarantee Charge Act 1992* (Cth), the *Superannuation Industry (Supervision) Act 1993* (Cth) and the *Superannuation (Resolution of Complaints) Act 1993* (Cth) deals with the superannuation rights and obligations of employers and employees. Under superannuation legislation individual employees generally have the opportunity to choose their own superannuation fund. If an employee does not choose a superannuation fund, any superannuation fund nominated in the award covering the employee applies.

- b) The rights and obligations in these clauses supplement those in superannuation legislation.

### **6.6.2 Employer contributions**

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

### **6.6.3 Employee contributions**

- a) Subject to the governing rules of the relevant superannuation fund, an employee may, in writing, authorise their employer to pay on behalf of the employee a specified amount from either pre (salary sacrifice) or post (voluntary contribution) taxation wages of the employee into the same superannuation fund as the employer makes the superannuation contributions provided for in clause 6.6.2.
- b) An employee may adjust personal superannuation contributions paid directly by the employer. To do this the employee must provide at 28 days' notice to the payroll services team.
- c) The employer must pay the amount authorised under clauses 6.6.3 (a) or (b) no later than 28 days after the end of the month to the superannuation fund, in which the deduction authorised under clauses 6.6.3 (a) or (b) was made.
- d) The amount of personal superannuation is the employee's responsibility. The Synod takes no responsibility for outcomes in relation to personal contributions that exceed tax/legislation entitlements and/or relevant thresholds.

### **6.6.4 Choice of superannuation fund**

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

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

### **6.6.5 Employer contributions during maternity leave**

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

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

## **6.7 Salary packaging**

Salary packaging of any item that may be lawfully salary packaged under Australian Taxation Office guidelines is available to eligible employees after the completion of the six month probationary period.

Casual employees are not eligible for salary packaging.

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.

Salary packaging provisions are described in the Synod's Salary Packaging Policy and Procedure.

## **6.8 Accident make-up pay**

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

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

## **7 Allowances and expenses**

### **7.1 Higher duties allowance**

#### **7.1.1 Higher duties allowance at Narana**

Employees employed at Narana, who are required to perform the duties of another employee in a higher classification (Appendix D) for four hours or more are entitled to an allowance.

The allowance is at least the minimum pay point (Appendix B) for the higher classification/role the employee is temporarily performing.

#### **7.1.2 Higher duties allowance Levels Entry-6**

Employees who are required to perform the duties of another employee in a higher classification (Appendix D Classification) for four or more consecutive days are entitled to an allowance.

The allowance is at least the minimum pay point (Appendix B) for the higher classification/role the employee is temporarily performing.

The allowance should be paid from the first day the higher duties entitlement commenced.

#### **7.1.3 Higher duties allowance Levels 7-9**

Employees who are required to perform the duties of another employee in a higher classification (Appendix D) for four or more consecutive weeks are entitled to an allowance.

The allowance is at least the minimum pay point (Appendix B) at the higher classification/role the employee is temporarily performing. The allowance should be paid from the first day of work in the fifth week the higher duties entitlement commenced.

The allowance does not apply to any single days within the four week period. The allowance does not apply to an accumulation of non-consecutive weeks within a calendar year.

#### **7.1.4 All Synod employees**

Higher duties allowances only apply to temporary business requirements. Higher duties and the associated allowances under this clause do not constitute permanent employment arrangements. Where the employer requires higher duties to be undertaken permanently, appropriate merit based selection policies and procedures apply.

### **7.2 Extra duties allowance**

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

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

### **7.3 Meal allowances**

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

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

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

## **7.4 First aid allowance**

Any employee holding a first aid qualification and who is appointed by the employer to perform first aid duties must be paid for ordinary hours an allowance of \$0.44 an hour up to a maximum of \$16.75 a week.

## **7.5 Reimbursement of expenses**

**7.5.1** When employees are required to use their car for work-related purposes, they are entitled to be reimbursed at the current per km rate as determined by the Australian Taxation Office. An application for payment should be made through the manager or executive officer.

**7.5.2** If a staff member is 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 be an amount close to the acceptable accommodation and food limits determined by the Australian Taxation Office for the applicable financial year. A reference to the Australian Taxation Office determinations is not intended to preclude spending of a lower amount.

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

## **8 Reasonable workloads, reasonable hours of work and time in lieu or overtime payment**

### **8.1 Reasonable workloads**

#### **8.1.1 Management of workloads**

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

#### **8.1.2 Unreasonable workloads**

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

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

### **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.

**8.2.1** As part of this commitment, the Synod seeks to ensure that all staff have reasonable workloads and reasonable hours of work. Therefore, no employee will be authorised to work more than 165 hours in a four week period, unless the conditions in clause 8.2.2 are satisfied.

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

- a) the employee and manager consent; and
- b) Extraordinary circumstances apply as described in clause 8.2.3.

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

**8.2.4** The process described in clause 8.2.2 can be initiated by either the employee or employer.

### **8.3 Compensation for overtime worked**

**8.3.1** Overtime hours must be authorised by the employee's manager in writing and in advance of the employee working the agreed daily overtime hours.

#### **8.3.2 Time in lieu for business purposes – all employees**

Daily overtime which has been authorised by the employee's manager will apply as follows:

- a) Take time off in lieu of payment, at the rate of hour for hour within 12 weeks of working the overtime; OR
- b) by mutual agreement with their manager, an employee may accumulate time off in lieu of payment for overtime worked of up to five days in any 12 month period provided that
  - any overtime worked beyond five days in a 12 month period is taken as time off in lieu within 12 weeks) of the overtime worked as directed by the manager;
  - any time off in lieu accrued by the employee will be taken before that employee takes any accrued annual leave;
  - such agreement is recorded in writing and signed by employee and manager.

#### **8.3.3 Time in lieu for business purposes – employees up to and including Level 5**

By request employees are entitled to receive payment of the following penalty rates instead of time off in lieu.

Saturday:	Time and a half
Sunday:	Double time
Public holidays:	Double time and a half
Overtime first two hours:	Time and a half
Overtime over two hours:	Double time

#### **8.3.4 Part-time employees**

Where a part-time employee is directed to work beyond their normal hours of work the overtime provisions in clause 8.3 will apply.

#### **8.3.5 Overtime agreement**

All overtime will be mutually agreed between the employee and manager prior to the overtime being worked. All time off in lieu will need to be processed in accordance with the Synod's systems.

### **8.4 Compensation for overtime worked – casuals**

Overtime rates are calculated based on the minimum full-time rate at the appropriate level plus the 25% casual loading.

#### **8.4.1 Employees at Narana:**

Sunday:	Time and a half
Public holidays:	Double time and a half
Minimum 3 hours pay on Sundays and public holidays	



#### **8.4.2 All other Synod employees:**

Saturday: Time and a half

Sunday: Double time

Public holidays: Double time and a half

Minimum 3 hours pay on Sundays and public holidays

#### **8.4.3 All Synod employees:**

Overtime first two hours: Time and a half

Overtime over two hours: Double time

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

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

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

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

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

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

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

#### **8.6.1 Planning**

Where an employee is required to travel overseas on behalf of the Synod or to participate in a major event as defined in clause 3.8 then the manager and employee will prepare a work and time off plan prior to the commencement of the overseas trip/event. In preparing the plan the manager and employee will consider reasonable hours of work and appropriate recovery time.

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

#### **8.6.2 Recovery time**

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

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

### **8.7 Reasonable break between work days**

An employee is entitled to a minimum of a 12 hour break between the time they finish work on a particular day and the time they begin work the following day. The employee is able to elect to begin work earlier if they choose.

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

## **9 Leave entitlements**

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

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

### **9.1 Annual leave**

#### **9.1.1 Entitlement**

All employees other than casual employees are entitled to paid annual leave on ordinary pay accruing pro-rata at the rate of four weeks for each completed year of service, according to the conditions specified in clauses 9.1.2 to 9.1.13 inclusively.

#### **9.1.2 Application and approval**

Application for annual leave will be made by the employee to their immediate manager. 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 employee's manager and will be negotiated to fit in with the requirements of the unit.

The manager will normally process the application within five 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 employees who work in parts of the Synod which close over the Christmas/New Year period will be required to take annual leave during the period of closure.

#### **9.1.4 Restrictions**

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

#### **9.1.5 Public holidays**

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

#### **9.1.6 Purchase of leave**

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

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

Employees will need to opt in to this option in October for the following year (January – December). The purchased leave needs to be taken before the employee's standard annual leave accruals and the leave must be taken in the year of accrual.

#### **9.1.7 Annual leave accrual**

Annual leave accrues progressively during each year of service according to the employee's ordinary hours of work, and accumulates from year to year.

#### **9.1.8 Excessive annual leave accruals – general provision**

Employees may request or be requested to take excessive annual leave if an employee has accrued more than 8 weeks' paid annual leave.

- a) An employee has an excessive leave accrual if the employee has accrued more than 8 weeks' paid annual leave.

- b) If an employee has an excessive leave accrual, the employer or the employee may seek to confer with the other and genuinely try to reach agreement on how to reduce or eliminate the excessive leave accrual.
- c) Clause 9.1.9 sets out how an employer may direct an employee who has an excessive leave accrual to take paid annual leave.
- d) Clause 9.1.10 sets out how an employee who has an excessive leave accrual may require an employer to grant paid annual leave requested by the employee.

#### **9.1.9 Excessive leave accruals – direction by employer that leave be taken**

- a) If an employer has genuinely tried to reach agreement with an employee under clause 9.1.8(b) but agreement is not reached (including because the employee refuses to confer), the employer may direct the employee in writing to take one or more periods of paid annual leave.
- b) However, a direction by the employer under paragraph (a):
  - i) is of no effect if it would result at any time in the employee's remaining accrued entitlement to paid annual leave being less than 6 weeks when any other paid annual leave arrangements (whether made under clause 9.1.8, 9.1.9 or 9.1.10 or otherwise agreed by the employer and employee) are taken into account; and
  - ii) must not require the employee to take any period of paid annual leave of less than one week; and
  - iii) must not require the employee to take a period of paid annual leave beginning less than 8 weeks, or more than 12 months, after the direction is given; and
  - iv) must not be inconsistent with any leave arrangement agreed by the employer and employee.
- c) The employee must take paid annual leave in accordance with a direction under paragraph (a) that is in effect.
- d) An employee to whom a direction has been given under paragraph (a) may request to take a period of paid annual leave as if the direction had not been given.

Note 1: Paid annual leave arising from a request mentioned in paragraph (d) may result in the direction ceasing to have effect. See clause 9.1.9(b)(i).

Note 2: The employer must not unreasonably refuse to agree to a request by the employee to take paid annual leave.

#### **9.1.10 Excessive leave accruals – request by employee for leave**

- a) Clause 9.1.10 comes into operation from the commencement date of this Agreement.
- b) If an employee has genuinely tried to reach agreement with an employer under clause 9.1.8(b) but agreement is not reached (including because the employer refuses to confer), the employee may give a written notice to the employer requesting to take one or more periods of paid annual leave.
- c) However, an employee may only give a notice to the employer under paragraph (b) if:
  - i) the employee has had an excessive leave accrual for more than 6 months at the time of giving the notice;
  - ii) the employee has not been given a direction under clause 9.1.9(a) that, when any other paid annual leave arrangements (whether made under clause 9.1.8, 9.1.9 or 9.1.9(a) or otherwise agreed by the employer and employee) are taken into account, would eliminate the employee's excessive leave accrual.
- d) A notice given by an employee under paragraph (b) must not:
  - i) if granted, result in the employee's remaining accrued entitlement to paid annual leave being at any time less than 6 weeks when any other paid annual leave arrangements (whether made under clause 9.1.8, 9.1.9 or 9.1.9(a) or otherwise agreed by the employer and employee) are taken into account; or

- ii) provide for the employee to take any period of paid annual leave of less than one week; or
  - iii) provide for the employee to take a period of paid annual leave beginning less than 8 weeks, or more than 12 months, after the notice is given; or
  - iv) be inconsistent with any leave arrangement agreed by the employer and employee.
- e) An employee is not entitled to request by a notice under paragraph (b) more than 4 weeks' paid annual leave in any period of 12 months.
- f) The employer must grant paid annual leave requested by a notice under paragraph (b).

#### **9.1.11 Annual leave in advance**

In appropriate cases, annual leave may be taken before the anniversary date of the employee's employment, provided a sufficient pro rata entitlement to the requested period of leave has accrued: e.g. five days leave accrues every three months for full-time employees.

#### **9.1.12 Paid employment during annual leave**

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

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

ADF reservists are exempted from this clause within reasonable limits provided the employee retains enough leave to ensure sufficient time for rest and relaxation.

#### **9.1.13 Annual leave loading**

- a) Synod employees classified at Level 5 and below will be offered a choice in writing of the following:

- i) annual leave loading of 17.5% per annum; OR
- ii) 23 days annual leave per annum for full-time employees (pro rata for part-time);

Any employee who does not make an election between leave loading and additional annual leave within four weeks of commencement of employment will be deemed to have elected option 9.1.13(a)(i).

Employees may vary their election not more than annually and must make such election by completing the relevant form and submitting to Payroll Services.

- b) Synod employees classified as Level 6 and above will be offered 3 extra days to be taken during the Christmas/New Year break (timing subject to executive officer approval).

### **9.2 Leave without pay**

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

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

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

#### **9.3.1 Definition**

Employees covered by this Agreement are entitled to paid personal/carer's leave which may be taken as personal leave or carer's leave in accordance with the conditions specified in clauses 9.3.3 and 9.3.4.

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

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

### **9.3.2 Entitlements**

Full-time employees are entitled to 12 days of paid personal/carer's leave per annum accrued pro-rata in accordance with the number of hours worked. Personal/carer's leave is cumulative from year to year.

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

- a) Full-time and part-time employees may take two wellbeing days of the 12 days either as one single day or two days of paid personal/carer's leave per annum accrued pro-rata in accordance with the number of hours worked, for the purpose of managing their mental and physical health as defined in clause 3.8.
- b) Employees will need to notify their manager before the taking of a wellbeing day however will not be required to provide evidence for taking a wellbeing day.
- c) Employees will not be able to use a wellbeing day before or after a public holiday.

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

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

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

### **9.3.4 Personal/carer's leave to care for others**

#### **a) Conditions**

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

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

#### **b) Definitions**

##### **i) Immediate family member**

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

- A partner or spouse (of either sex);
- A child or adult child (including an adopted child, foster, step-child or the child of an ex-spouse);

- A parent (including a foster parent or an adoptive parent or a legal guardian);
- A grandparent;
- A grandchild; or
- A sibling of the employee or the employee's spouse.

ii) **Household member**

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

**c) Notification**

- i) An employee must notify their manager as soon as possible when they cannot attend work because they need to be a carer.
- ii) Where practicable, the employee will notify their manager prior to the absence including:
- The name of the person requiring care;
  - Their relationship to the employee;
  - Reasons for taking such leave; and
  - The estimated length of absence.
- iii) 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 employees may be requested to produce a medical certificate from a registered health practitioner (doctor, physiotherapist, psychologist, optometrist, dentist, chiropractor, chiropodist/podiatrist) in order to be awarded paid personal/carer's leave for that period.

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

**d) Entitlement**

Each day or part of a day of personal/carer's leave taken is deducted from the amount of personal/carer's leave provided in clause 9.3.2.

**9.3.5 Personal leave while on annual leave**

If while an employee is on annual leave, circumstances occur which would have entitled the employee to a period of personal/carer's leave had the employee not been on annual leave, that period can be transferred from annual leave to personal/carer's leave, provided the employee has sufficient personal/carer's leave entitlement and the requirements of clause 9.3.3 or 9.3.4 are met.

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

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

Negative personal/carer's leave will apply when accrued personal/carer's leave entitlements have been exhausted.

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

### **9.3.7 Personal/carer's leave pool**

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

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

- a) A period of illness or injury of the employee or a member of their immediate family (as defined in clause 9.3.4(b)). This includes leave for illness or injury relating to mental health.
- b) A period where an employee is experiencing domestic violence and needs leave for medical appointments, legal proceedings and other activities related to domestic violence, understanding the requirement for confidentiality.

To access the Fund a written application must be provided to the Director People & Culture who will then refer it to the General Secretary and must be accompanied by evidence that is reasonable in the circumstances.

Paid leave from the Fund may only be authorised by the General Secretary.

Individual employees may be granted up to 15 days paid leave from the Fund in any 12 month period.

Employees with an accrual of more than four weeks annual leave are not eligible for paid leave from the Fund.

The Fund is not available for any injury or illness that is the subject of a WorkCover claim or entitlement.

The Fund will be replenished to a balance of 500 hours from the first full pay period in January of each year for the life of this Agreement.

It is the intention of this clause to replace the need for application to the General Secretary for ex gratia leave; however the General Secretary retains the right to grant ex gratia leave in extenuating circumstances.

All applications for leave from the personal leave pool will be treated in a confidential manner.

### **9.4 Compassionate/bereavement leave**

- a) Full-time and part-time employees are entitled to up to five days paid leave on or leading up to the death of a partner (of any gender), parent, child, step-child or parent-in-law (the word "parent" includes foster and step-parents and adoptive parents), a sibling, grandparent or member of their household.

Further compassionate/bereavement leave of up to five days paid leave will be provided where overseas travel is required on the death of an employee's parent, partner or child. Proof of death must be provided to the satisfaction of the Synod if requested.

Where appropriate, additional compassionate/bereavement leave may be granted ex gratia on application to the executive officer.

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

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

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

### **9.5 Long service leave**

All full-time and part-time Synod employees are entitled to long service leave in accordance with the *Long Service Leave Act 2018* (Vic) for employees in Victoria and the *Long Service Leave Act 1976* (Tas) for employees in Tasmania as amended from time to time. The Synod will abide by

any other legislation that prescribes or regulates any additional benefits, rights or entitlements to long service leave to employees under this Agreement.

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.

## **9.6 Leave for religious or cultural purposes**

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

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

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

An employee taking leave for cultural or religious purposes as defined in this clause may opt to take annual leave instead of leave without pay or time in lieu of overtime in accordance with clause 8.3.

## **9.7 Study leave**

### **9.7.1 Eligibility**

Full-time and part-time employees who have successfully completed their probationary period are eligible to request paid study leave. Full-time employees are eligible to request up to 75 hours paid study leave per annum depending on the nature of the course undertaken. Part-time employees will be entitled to paid study leave on a pro-rata basis.

### **9.7.2 Application**

All applications for study leave will be considered by the relevant manager. Employees should apply for study leave in writing to their manager at least eight weeks prior to the proposed leave date. The employee's request should include:

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

Within two weeks of receiving a written application for study leave, the manager should provide the employee with an application outcome.

### **9.7.3 Considerations**

Study leave requests will take into account available budget, operational requirements and professional development needs and opportunities as per clause 11.4 and the annual Performance, Planning and Development (PPD) process.

In situations where study leave has been afforded to support an employee to complete the inherent duties and/or tasks and requirements of their substantive role, further time may be approved by a senior manager.

Study leave pursuant to clause 9.7 does not accumulate from year to year.

## **9.8 Employer supported leave**

### **9.8.1 Jury service**

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

### **9.8.2 Leave for blood donors**

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



### **9.8.3 Leave for defence forces**

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

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

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

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

## **9.9 Emergency community service leave**

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

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

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

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

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

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

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

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

#### **9.9.4 Notice and evidence requirements**

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

#### **9.10 Parental leave**

The Synod is committed to providing access to parental leave entitlements to ensure all parents have access to their children in the early stages of their lives. Accordingly, the policy of the Synod is to ensure that irrespective of whether a parent is to be a primary care giver, they will have access to unpaid parental leave.

The parental leave provisions of this Agreement will apply except to the extent that any entitlement prescribed by the National Employment Standards (NES) provides an improved benefit, in which case the latter will apply.

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

##### **9.10.1 Definitions**

###### **a) Child**

For the purpose of this clause child means a child of the employee under the age of one year except for adoption of a child where 'child' means a person under the age of 16 years who is placed with the employee for the purposes of adoption, other than a child or step-child of the employee or of the spouse of the employee or a child who has previously lived continuously with the employee for a period of six months or more.

###### **b) Spouse/partner**

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

##### **9.10.2 Basic entitlement**

###### **a) Parental leave – primary caregiver**

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

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

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

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

###### **b) Partner leave – paid**

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

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

This provision applies pro rata for part-time employees.

**c) Partner leave – unpaid**

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

**d) Adoption leave – primary carer**

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

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

**e) Maximum entitlement & concurrent leave**

In circumstances where more than one parent is an employee of the Synod and each are entitled to access parental leave under this clause 9.10.2, the following conditions apply:

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

**9.10.3 Parental leave and other entitlements**

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

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

**9.10.4 Eligibility**

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

**a) Eligible casual employee**

An eligible casual employee means a casual employee:

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

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

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

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

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

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

### **9.10.5 Parental leave notification**

#### **a) Parental leave notice – primary caregiver**

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

The notice requirements are:

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

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

When the employee gives notice under clause 9.10.5 the employee must also provide a statutory declaration stating particulars of any period of partner leave sought or taken by the spouse/partner and that for the period of parental leave they will not engage in any conduct inconsistent with their contract of employment.

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

#### **c) Commencement of parental leave**

Subject to clause 9.10.2 and unless agreed otherwise between the Synod and employee, an employee may commence parental leave at any time within six weeks immediately prior to the expected date of birth.

#### **d) Medical certificate**

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

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

### **9.10.6 Special maternity leave**

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

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

Where an employee not then on maternity leave suffers illness related to their pregnancy, they may take any paid sick leave to which they are then entitled and such further unpaid special maternity leave as a registered medical practitioner certifies as necessary before their return to work. The aggregate of paid sick leave, special maternity leave and parental leave, including parental leave taken by a spouse, may not exceed 52 weeks.

For all purposes of this Agreement, maternity leave shall include special maternity leave.

When an employee takes unpaid special maternity leave, the employee's service will be considered continuous for the period of unpaid special maternity leave.

### **9.10.7 Return to work**

Where leave is granted under clause 9.10.2, during the period of leave an employee:

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

### **9.10.8 Partner leave – paid and unpaid**

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

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

The employee will not be in breach of clause 9.10.8 if the failure to give the required period of notice is because of the birth occurring earlier than expected, the death of the mother of the child, or other compelling circumstances.

## **9.11 Adoption leave**

### **9.11.1 Notification to employer**

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

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

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

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

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

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

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

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

**d) Compelling circumstances**

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

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

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

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

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

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

**9.12 Variation of period of parental leave**

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

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

**9.13 Transfer to a suitable job**

Where an employee is pregnant and, in the opinion of a registered medical practitioner, illness or risks arising out of the pregnancy and/or hazards connected with the employee's substantive role make it inadvisable for the employee to continue in that role:

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

**9.14 Returning to work after parental leave**

An employee will:

- a) notify of their intention to return to work after a period of parental leave at least four weeks prior to the expiration of the leave;
- b) be entitled to the position which they held immediately before proceeding on parental leave. In the case of an employee transferred to a more suitable job pursuant to clause 9.13, the employee will be entitled to return to the position they held immediately before such transfer; and
- c) where such a position no longer exists but there are other positions available for which the employee is qualified and is capable of performing, be entitled to a position as nearly comparable in status and pay to that of their former position.

**Replacement employees**

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

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

## **9.15 Right to request**

### **9.15.1 Employee request**

In order to assist the employee in reconciling work and parental responsibilities, an employee entitled to parental leave pursuant to the provision of clause 9.10.2 may request the employer to allow the employee:

- a) to extend the period of simultaneous unpaid parental leave provided for in clause 9.10.2 up to a maximum of eight weeks;
- b) to extend the period of unpaid parental leave provided for in clause 9.10.2 by a further continuous period of leave not exceeding 12 months;
- c) to return from a period of parental leave on a part-time basis until the child reaches school age.

### **9.15.2 Employer response**

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

### **9.15.3 Communication during parental leave**

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

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

The employee shall:

- a) take reasonable steps to inform the employer about any significant matter that will affect the employee's decision regarding the duration of parental leave to be taken, whether the employee intends to return to work and whether the employee intends to request to return to work on a part-time basis.
- b) notify the employer of changes of address or other contact details which might affect the employer's capacity to comply with clause 9.15.3.

### **9.15.4 Lactation breaks**

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

## **10 Family and domestic violence**

### **10.1 General principle**

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

### **10.2 Definition of family and domestic violence**

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

### **10.3 General measures**

- a) In a manner supportive of the employee making the claim, information may be requested. The information can be in the form of an agreed document issued by the police service, a court, a doctor, district nurse, maternal and health care nurse a family violence support service or lawyer. A signed statutory declaration can also be offered as proof.
- b) All personal information concerning family and domestic violence will be kept strictly confidential including leave applications in line with Synod policy and relevant legislation. No information will be kept on an employee's personnel file without the express written permission of the employee.
- c) No adverse action will be taken against an employee if their attendance or performance at work suffers as a result of being a victim of family and domestic violence.
- d) The Synod will identify a contact person/s in People & Culture and across the organisation that will be trained in family and domestic violence and privacy issues for example training in family and domestic violence risk assessment and risk management. The Synod will advertise the name of the contact person within the workplace. All family and domestic violence leave applications and support information will be provided to the employee and processed in a way not to expose the employee to further risk from the perpetrator or potential risk from the perpetrator to any further violence or potential violence.
- e) An employee experiencing family and domestic violence may raise the issue with their immediate manager or the People & Culture contact. The manager may seek advice from People & Culture only if the employee consents and the employee chooses not to see the People & Culture contact.
- f) Where requested by an employee, the People & Culture contact will liaise with the employee's manager on the employee's behalf, and will make a recommendation on the most appropriate form of support to provide in accordance with clauses 10.4 and 10.5.
- g) The Synod will develop guidelines to supplement this clause which details the appropriate action to be taken in the event that an employee reports family and domestic violence. Guidelines may include procedures to support intervention orders.

### **10.4 Leave**

- a) An employee experiencing family and domestic violence will have access to 20 days per year of paid special leave for medical appointments, legal proceedings and other activities related to family and domestic violence (non-accumulative). This leave will be in addition to existing leave entitlements and may be taken as consecutive or single days or as a fraction of a day and can be taken without prior approval.
- b) An employee who supports a person experiencing family and domestic violence may take carer's leave to accompany them to court, to hospital, or to mind children.

### **10.5 Individual support**

- a) In order to provide support to an employee experiencing family and domestic violence and to provide a safe work environment to all employees, the Synod will approve any reasonable request from an employee experiencing family and domestic violence for:
  - i) changes to their span of hours or pattern of hours and/or shift patterns;
  - ii) job redesign or changes to duties;
  - iii) relocation to suitable employment within the Synod;
  - iv) a change to their telephone number or email address to avoid harassing contact that will be kept strictly confidential;
  - v) any other appropriate measure including those available under existing provisions for family friendly and flexible work arrangements.
  - vi) work with the employee to develop a safety plan that minimises the risk of further family and domestic violence and ensure strict confidentiality is maintained.
- b) An employee experiencing family and domestic violence will be offered a referral to the Employee Assistance Program (EAP) and/or other local support resources. The EAP shall include professionals trained specifically in family and domestic violence.



- c) An employee that discloses to People & Culture or their manager that they are experiencing domestic violence will be given a resource pack of information regarding support services that will be distributed in a manner of the employee's choosing. This will be managed in discretion in consultation with the employee.

## **11 Staff training and development**

### **11.1 Management initiatives**

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

### **11.2 Employees' initiatives**

Opportunities are also available to employees to increase their skills and assist in their professional and personal development. Full-time and part-time employees wishing to undertake a course of development or training which they believe will enhance their skills and better equip them for their tasks at work may apply for training leave, provided the executive officer is satisfied that the benefits are real (see also study leave clause 9.7).

### **11.3 Subscriptions**

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

### **11.4 Performance review**

Every employee covered by this Agreement will participate in a regular review of performance in their role. Performance Planning and Development (PPD) discussions will be conducted annually and will be attended by the immediate manager.

The completed PPD document will be made available to the employee, who can discuss it with their manager or executive officer before signing it.

For further information refer to the PPD Guidelines.

## **12 Consultation regarding major workplace change**

### **12.1 Employer to notify**

- a) Where the employer has made a definite decision to introduce major changes in production, program, organisation, structure or technology that are likely to have significant effects on employees, the employer must notify the employees who may be affected by the proposed changes and their representatives, if any.
- b) Significant effects include termination of employment; major changes in the composition, operation or size of the employer's workforce or in the skills required; the elimination or diminution of job opportunities, promotion opportunities or job tenure; the alteration of hours of work; the need for retraining or transfer of employees to other work or locations; and the restructuring of jobs. Provided that where this Agreement makes provision for alteration of any of these matters, an alteration is deemed not to have significant effect, and the requirements of this clause will not apply.

### **12.2 Employer to discuss change**

- a) The employer must discuss with the employees affected and their representatives, if any, the introduction of the changes referred to in clause 12.1, the effects the changes are likely to have on employees and measures to avert or mitigate the adverse effects of such changes on employees and must give prompt consideration to matters raised by the employees and/or their representatives in relation to the changes.
- b) The discussions must commence as early as practicable after a definite decision has been made by the employer to make the changes referred to in clause 12.1.
- c) For the purposes of such discussion, the employer must provide in writing to the employees concerned and their representatives, if any, all relevant information about the changes

including the nature of the changes proposed, the expected effects of the changes on employees and any other matters likely to affect employees provided that the Employer is not required to disclose confidential information the disclosure of which would be contrary to the employer's interests.

### **12.3 Consultation about changes to rosters or hours of work**

- a) Where an employer proposes to change an employee's regular roster or ordinary hours of work, the employer must consult with the employee or employees affected and their representatives, if any, about the proposed change.
- b) The employer must:
  - i) Provide to the employee or employees affected and their representatives, if any, information about the proposed change (for example, information about the nature of the change to the employee's regular roster or ordinary hours of work and when that change is proposed to commence);
  - ii) Invite the employee or employees affected and their representatives, if any, to give their views about the impact of the proposed change (including any impact in relation to their family or caring responsibilities); and
  - iii) Give prompt consideration to any views about the impact of the proposed change that are given by the employee or employees concerned and/or their representatives.
- c) The requirement to consult under this clause does not apply where an employee has irregular, sporadic or unpredictable working hours.
- d) These provisions are to be read in conjunction with other provisions in this Agreement concerning the scheduling of work and notice requirements.

## **13 Dispute resolution**

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

- a) In the event of a dispute about a matter under this Agreement, a workplace matter, or a dispute in relation to the NES, in the first instance the parties must attempt to resolve the matter at the workplace by discussions between the employee or employees concerned and the relevant manager. If such discussions do not resolve the dispute, the parties will endeavour to resolve the dispute in a timely manner by discussions between the employee or employees concerned and the relevant executive officer or the General Secretary of the Synod as appropriate. The People & Culture team may assist in the resolution of a dispute.
- b) If a dispute about a matter arising under this Agreement or a dispute in relation to the NES is unable to be resolved at the workplace, and all appropriate steps under clause 13(a) have been taken, a party to the dispute may refer the dispute to the Fair Work Commission for conciliation after attempts have been made to resolve the matter at the workplace.
- c) Where the matter in dispute remains unresolved, the Fair Work Commission may arbitrate on application by any party.
- d) The employer or employee may appoint another person, organisation or association to accompany, support and/or represent them for the purposes of this clause.
- e) While the dispute resolution procedure is being conducted, work must continue in accordance with this Agreement and the Act. Subject to applicable work health and safety legislation, an employee must not unreasonably fail to comply with a direction by the employer to perform work, whether at the same or another workplace that is safe and appropriate for the employee to perform.
- f) The Fair Work Commission must not deal with a dispute pursuant to this clause, where the dispute is about whether the employer had reasonable business grounds to refuse a request for flexible working arrangements made under clause 21 and 22 of this Agreement.
- g) The Synod Grievance Policy and Procedure provides options for self-managed, manager-assisted and conciliated resolution of disputes and grievances.

## **14 Managing staff performance**

### **14.1 Notification**

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

### **14.2 Performance**

#### **14.2.1 Unsatisfactory performance**

Where performance is deemed to be unsatisfactory the management representative shall notify the employee in writing, provide the reason/s, and provide the employee with an opportunity to respond. In the event the employee's response is unsatisfactory then a written warning may be issued.

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 an employee to improve their performance to the required level.

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

#### **14.2.2 Continued unsatisfactory performance**

If there is a continuation of unsatisfactory performance, the employee will be notified in writing and be given the opportunity to respond. The matter will be discussed with the employee and if appropriate a further warning will be issued.

#### **14.2.3 Outcome of continued unsatisfactory performance**

Where the employee's performance continues to be unsatisfactory, the employer may repeat procedures outlined in clauses 14.2.1. and/or 14.2.2. If the employee's performance is unlikely to improve to the required level, an alternative suitable position may be offered to the employee if available.

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

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

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

### **14.3 Misconduct**

#### **14.3.1 Evidence**

Where the employer considers that disciplinary action may be necessary due to misconduct, the employer must collect evidence relating to the alleged incident or incidents of misconduct. This evidence should include witness statements to the alleged incident or incidents and/or reports from those who may have prepared reports.

A record of the investigation process must be maintained. Allegations of misconduct must be investigated as soon as possible.

#### **14.3.2 Interview**

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

The purpose of the interview should be explained to the employee. Specific allegations of misconduct must be provided to the employee to which the employee may respond.

A detailed record of the interview will be made in writing and where practicable signed by the employee as acknowledgment of it being a true and correct account.

### **14.3.3 Subsequent misconduct**

If the employee engages in further misconduct, the procedures set out in clauses 14.3.1 to 14.3.2 may be repeated.

If appropriate, further warnings will be issued in writing.

### **14.3.4 Serious misconduct**

Summary dismissal of an employee may occur for any act of serious misconduct, as defined by the Act. Where allegations relate to serious misconduct, an employee may be suspended with pay.

If the employer is satisfied that serious misconduct has occurred employment will be terminated without notice.

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

If, following the investigation and interview, the employer is satisfied that the misconduct does not constitute serious misconduct, the employer will issue a written warning setting out the nature of the misconduct, and the possible consequences should the employee repeat acts constituting misconduct.

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

If a dispute arises over the disciplinary action, procedures outlined under clause 13 should apply.

### **14.3.7 Representative or support person**

An employee may bring a support person or representative to meetings referred to in the above procedures. The employee may be represented by the representative of their choice.

The process should take into account availability of chosen representatives, however discipline matters are to be dealt with in a timely manner. The process should not be unreasonably delayed due to the unavailability of a chosen representative or support person of either the employee or the employer.

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

The notice of termination required to be given by an employee is four weeks, subject to clause 4.1.2.

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

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

### **16.1 Authority to terminate**

No Synod employee will have their employment terminated without the authority of the relevant executive officer and the General Secretary.

### **16.2 Prohibited grounds**

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

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

### 16.3 Period of notice

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

Period of continuous service	Period of notice	
	Under 45 years of age	Over 45 years of age
Less than one year	1 week	1 week
1 year but less than 2 years	2 weeks	2 weeks
2 years but less than 3 years	2 weeks	3 weeks*
3 years but less than 5 years	3 weeks	4 weeks*
5 years and over	4 weeks	5 weeks*

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

#### 16.3.1 Notice not applicable

Clause 16.3 will not apply in the case of dismissal for serious misconduct.

### 16.4 Redundancy

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

Where a definite decision is to be made by the Synod that it no longer wishes the job an employee is performing to be done by anyone and this is not due to the ordinary and customary turnover of labour, and that decision may lead to termination of employment, the employer will institute the procedures set out in clause 16.5 for redundancy.

### 16.5 Discussion before termination

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

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

**16.5.3** Before the Synod makes any definite decision which may lead to termination of the employment of an employee, the Synod must hold discussions with that employee, and any other employees directly affected, together with their respective representatives. A representative (see definitions clause 3.8) should be present in all cases unless the employee specifically requests otherwise. During these discussions, the Synod must investigate alternatives to termination, including transfer to a comparable position in another area of the Synod, offering the employee a transfer to a lower paid position, consideration of job sharing where applicable, and reduced hours of work.

**16.5.4** Where, after discussions under paragraph 16.5.3 have taken place, and the Synod then makes a definite decision that may lead to termination of employment of the employee, the Synod must hold further discussions with all other employees directly affected, together with their respective representatives. A representative should be present in all cases unless the employee specifically requests otherwise.

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

**16.5.6** For the purpose of all discussion under this clause 16.5 the Synod must provide in writing to the employees concerned all relevant information about the proposed terminations including categories of lay staff members likely to be affected, and the period over which the terminations are likely to be carried out. The Synod will not be required to disclose confidential information.

## 16.6 Transfer to lower paid duties, job sharing or reduced hours of work

- a) No employee shall have a reduction in their rate of pay unless that employee has a reduction in responsibility due to workplace changes.
- b) Where such a change occurs then the employee's position will be evaluated in accordance with the Synod's Remuneration Policy and Procedure.
- c) If the position is evaluated at a lower level, then the employee will receive salary maintenance equivalent to the period of notice under clause 16.3, before moving to the new remuneration level.
- d) Where job sharing or reduced hours of work are being adopted due to the operational requirements of the Synod, then the employee will be entitled to the same period of notice as the employee would have been entitled to if their employment had been terminated.
- e) Every reasonable effort will be made by the Synod to redeploy the employee to a comparable position at the same salary. Any reduction in an employee's salary under this clause must be approved by the appropriate executive officer.

## 16.7 Redundancy pay

In addition to the period of notice prescribed for ordinary termination, an employee whose employment is terminated at the initiative of the Synod under clause 16 is entitled to the following amount of redundancy pay in respect of each completed year of their continuous period of service:

Period of continuous service	Redundancy 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
More than 5 completed years	2 weeks per completed year of service up to a maximum of 26 weeks

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

### 16.7.1 Continuity of service

For the purpose of this clause 16.7, continuity of service will be calculated in accordance with Section 22, Division 4 of Part 1-2 of the *Fair Work Act 2009* (Cth).

### 16.7.2 Redundancy pay not applicable

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

## 16.8 Employees leaving during the notice period

An employee whose employment is terminated under clause 16.4 may terminate their employment during the period of notice and, if so, will be entitled to the same benefits and payments under this clause had the employee remained employed by the Synod until the expiry of that notice.

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

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

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

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

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

### **16.10 Notification to Centrelink**

Where a decision has been made to terminate 15 or more employees in the circumstances outlined in clause 16.4, the Synod must notify Centrelink as soon as possible giving relevant information, including the number and categories of the employees likely to be affected and the period over which the terminations are intended to be carried out.

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

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

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

## **18 Over-riding awards**

This Agreement excludes the application of any Award.

## **19 Commitment to consultation**

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

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

The consultative committee should convene within three months after this Agreement is approved by the Fair Work Commission.

## **20 No further claims**

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

## **21 Flexibility arrangements**

### **Individual flexibility arrangements**

- a) Notwithstanding any other provision of this Agreement, an employer and an individual employee may agree to vary the application of certain terms of this Agreement to meet the genuine individual needs of the employer and the individual employee. The terms the employer and the individual employee may agree to vary the application of are those concerning:
  - i) arrangements for when work is performed;
  - ii) overtime rates;
  - iii) penalty rates;
  - iv) allowances; and
  - v) leave loading.
- b) The employer and the individual employee must have genuinely made the agreement without coercion or duress. An agreement under this clause can only be entered into after the individual employee has commenced employment with the employer.

- c) The agreement between the employer and the individual employee must:
  - i) be confined to a variation in the application of one or more of the terms listed in clause 21(a); and
  - ii) result in the employee being better off overall at the time the agreement is made than the employee would have been if no individual flexibility agreement had been agreed to.
- d) The agreement between the employer and the individual employee must also:
  - i) be in writing, name the parties to the agreement and be signed by the employer and the individual employee and, if the employee is under 18 years of age, the employee's parent or guardian;
  - ii) state each term of this Agreement that the employer and the individual employee have agreed to vary;
  - iii) detail how the application of each term has been varied by agreement between the employer and the individual employee;
  - iv) detail how the agreement results in the individual employee being better off overall in relation to the individual employee's terms and conditions of employment; and
  - v) state the date the agreement commences to operate.
- e) The employer must give the individual employee a copy of the agreement and keep the agreement as a time and wages record.
- f) Except as provided in clause 21(d)(i) the agreement must not require the approval or consent of a person other than the employer and the individual employee.
- g) An employer seeking to enter into an agreement must provide a written proposal to the employee. Where the employee's understanding of written English is limited the employer must take measures, including translation into an appropriate language, to ensure the employee understands the proposal.
- h) The agreement may be terminated:
  - i) by the employer or the individual employee giving 13 weeks' notice of termination, in writing, to the other party and the agreement ceasing to operate at the end of the notice period; or
  - ii) at any time, by written agreement between the employer and the individual employee.
- i) The notice provisions in clause 21(h)(i) only apply to an agreement entered into from the first full pay period commencing on or after 4 December 2013. An agreement entered into before that date may be terminated in accordance with clause 21(h)(i), subject to four weeks 'notice of termination.
- j) The right to make an agreement pursuant to this clause is in addition to, and is not intended to otherwise affect, any provision for an agreement between an employer and an individual employee contained in any other term of this agreement.

## **22 Family friendly working arrangements**

### **22.1 Employee may request change in working arrangements**

- a) An employee may request the employer for a change in working arrangements relating to the employee's circumstances as a parent or carer if:
  - i) any of the circumstances referred to in clause 22.1(b) apply to the employee; and
  - ii) the employee would like to change their working arrangements because of those circumstances; and
  - iii) the employee has completed the minimum employment period referred to in clause 22.1(c).

Examples of changes in working arrangements include changes in hours of work, changes in patterns of work and changes in location of work.

- b) For the purposes of clause 22.1(a) the circumstances are:
  - i) the employee is the parent, or has responsibility for the care, of a child who is of school age or younger; or



- ii) the employee is a carer (within the meaning of the *Carer Recognition Act 2010* (Cth)).
- c) For the purposes of clause 22.1(a) the minimum employment period is:
  - i) for an employee other than a casual employee – the employee has completed at least 6 months of continuous service with the employer immediately before making the request; or
  - ii) for a casual employee – the employee:
    - has been employed by the employer on a regular and systematic basis for a sequence of periods of employment during a period of at least 6 months immediately before making the request; and
    - has a reasonable expectation of continuing employment by the employer on a regular and systematic basis.
- d) To avoid doubt, and without limiting clause 22.1(a), an employee may request to work part-time to assist the employee to care for a child if the employee:
  - i) is a parent, or has responsibility for the care, of the child; and
  - ii) is returning to work after taking leave in relation to the birth or adoption of the child.

## **22.2 Formal requirements for the request**

The request must:

- a) be in writing; and
- b) state that the request is made under this Agreement; and
- c) set out details of the change sought and of the reasons for the change.

## **22.3 Responding to the request**

- a) The employer must give the employee a written response to the request within 21 days, stating whether the employer grants or refuses the request.
- b) The employer may refuse the request only on reasonable business grounds.
- c) Without limiting what are reasonable business grounds for the purposes of clause 22.3(b), reasonable business grounds include the following:
  - i) that the new working arrangements requested by the employee would be too costly for the employer;
  - ii) that there is no capacity to change the working arrangements of other employees to accommodate the new working arrangements requested by the employee;
  - iii) that it would be impractical to change the working arrangements of other employees, or recruit new employees, to accommodate the new working arrangements requested by the employee;
  - iv) that the new working arrangements requested by the employee would be likely to result in a significant loss in efficiency or productivity;
  - v) that the new working arrangements requested by the employee would be likely to have a significant negative impact on customer service.
- d) Before refusing a request, the employer must seek to confer with the employee and genuinely try to reach agreement on a change in working arrangements that will reasonably accommodate the employee's circumstances having regard to:
  - i) the nature of the employee's responsibilities as a parent or carer; and
  - ii) the consequences for the employee if changes in working arrangements are not made; and
  - iii) any reasonable business grounds for refusing the request.
- e) What the written response must include if the employer refuses the request

- i) The written response under clause 22.3(a) must include details of the reasons for the refusal, including the business ground or grounds for the refusal and how the ground or grounds apply.
- ii) If the employer and employee agreed on a change in working arrangements under clause 22.3(d), the written response under clause 22.3(a) must set out the agreed change in working arrangements.
- iii) If the employer and employee could not agree on a change in working arrangements under clause 22.3(d), the written response under clause 22.3(a) must:
  - state whether or not there are any changes in working arrangements that the employer can offer the employee so as to better accommodate the employee's responsibilities as a parent or carer; and
  - if the employer can offer the employee such changes in working arrangements, set out those changes to working arrangements.

#### **22.4 Dispute resolution**

The Commission cannot deal with a dispute to the extent that it is about whether the employer had reasonable business grounds to refuse a request under clause 22, unless the employer and employee have agreed in writing to the Commission dealing with the matter.

#### **23 Working away from the office**

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

## 24 Signatures

### General Secretary

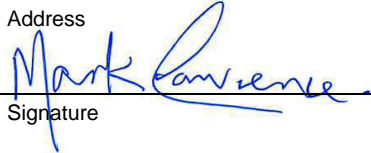
Signed on behalf of The Uniting Church in Australia Synod of Victoria and Tasmania

Mark Lawrence

Name (print)

Level 2, 130 Lonsdale Street, Melbourne

Address



Signature

12 April 2023

Date

### Employee representative

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

Rina Neustroski

Name (print)

Level 2, 130 Lonsdale Street, Melbourne

Address



Signature

12 April 2023

Date

### ASU representative

Signed on behalf of the Australian Services Union

Leon Wiegard

Name (print)

116 Queensberry Street, Carlton South

Address

Signature

Date

**Appendix A: Remuneration tables**

**January 2023**

Level	Min	Max
Entry	\$45,310	\$52,441
1	\$52,442	\$67,702
2	\$67,703	\$77,785
3	\$77,786	\$92,189
4	\$92,190	\$112,356
5	\$112,357	\$134,753
6	\$134,754	\$159,125
7	\$159,126	\$189,227
8	\$189,228	\$252,430

**January 2024**

Level	Min	Max
Entry	\$47,122	\$54,539
1	\$54,540	\$70,410
2	\$70,411	\$80,896
3	\$80,897	\$95,876
4	\$95,877	\$116,851
5	\$116,852	\$139,469
6	\$139,470	\$164,694
7	\$164,695	\$195,850
8	\$195,851	\$257,478

**January 2025**

Level	Min	Max
Entry	\$48,536	\$56,175
1	\$56,176	\$72,522
2	\$72,523	\$83,323
3	\$83,324	\$98,753
4	\$98,754	\$120,356
5	\$120,357	\$142,956
6	\$142,957	\$168,812
7	\$168,813	\$200,746
8	\$200,748	\$262,628

**January 2026**

Level	Min	Max
Entry	\$49,992	\$57,860
1	\$57,861	\$74,698
2	\$74,699	\$85,823
3	\$85,824	\$101,715
4	\$101,716	\$123,967
5	\$123,968	\$146,530
6	\$146,531	\$173,032
7	\$173,033	\$205,765
8	\$205,765	\$267,880

## Appendix B: Remuneration – Pay points

Effective 1 January 2023

Level	Min	Max	Progression Points	
Entry	\$45,310	\$52,441	Base	\$45,310
			E.1	\$48,876
			E.2	\$52,441
1	\$52,442	\$67,702	Base	\$52,442
			1.1	\$56,257
			1.2	\$60,072
			1.3	\$63,887
			1.4	\$67,702
2	\$67,703	\$77,785	Base	\$67,703
			2.1	\$70,224
			2.2	\$72,744
			2.3	\$75,265
			2.4	\$77,785
3	\$77,786	\$92,189	Base	\$77,786
			3.1	\$81,386
			3.2	\$84,988
			3.3	\$88,588
			3.4	\$92,189
4	\$92,190	\$112,356	Base	\$92,190
			4.1	\$97,232
			4.2	\$102,274
			4.3	\$107,314
			4.4	\$112,356
5	\$112,357	\$134,753	Base	\$112,357
			5.1	\$117,551
			5.2	\$123,285
			5.3	\$129,019
			5.4	\$134,753
6	\$134,754	\$159,125	Base	\$134,754
			6.1	\$140,847
			6.2	\$146,940
			6.3	\$153,032
			6.4	\$159,125
7	\$159,126	\$189,227	Base	\$159,126
			7.1	\$166,652
			7.2	\$174,177
			7.3	\$181,701
			7.4	\$189,227
8	\$189,228	\$252,430	Base	\$189,228
			8.1	\$202,972
			8.2	\$219,458
			8.3	\$235,943
			8.4	\$252,430

**Effective 1 January 2024**

<b>Level</b>	<b>Min</b>	<b>Max</b>	<b>Progression Points</b>	
<b>Entry</b>	\$47,122	\$54,539	Base	\$47,122
			E.1	\$50,831
			E.2	\$54,539
<b>1</b>	\$54,540	\$70,410	Base	\$54,540
			1.1	\$58,507
			1.2	\$62,475
			1.3	\$66,443
			1.4	\$70,410
<b>2</b>	\$70,411	\$80,896	Base	\$70,411
			2.1	\$73,033
			2.2	\$75,654
			2.3	\$78,275
			2.4	\$80,896
<b>3</b>	\$80,897	\$95,876	Base	\$80,897
			3.1	\$84,642
			3.2	\$88,387
			3.3	\$92,132
			3.4	\$95,876
<b>4</b>	\$95,877	\$116,851	Base	\$95,877
			4.1	\$101,121
			4.2	\$106,365
			4.3	\$111,607
			4.4	\$116,851
<b>5</b>	\$116,852	\$139,469	Base	\$116,852
			5.1	\$121,665
			5.2	\$127,600
			5.3	\$133,535
			5.4	\$139,469
<b>6</b>	\$139,470	\$164,694	Base	\$139,470
			6.1	\$145,777
			6.2	\$152,083
			6.3	\$158,388
			6.4	\$164,694
<b>7</b>	\$164,695	\$195,850	Base	\$164,695
			7.1	\$172,484
			7.2	\$180,273
			7.3	\$188,061
			7.4	\$195,850
<b>8</b>	\$195,851	\$257,478	Base	\$195,851
			8.1	\$207,031
			8.2	\$223,847
			8.3	\$240,662
			8.4	\$257,478

**Effective 1 January 2025**

<b>Level</b>	<b>Min</b>	<b>Max</b>	<b>Progression Points</b>	
<b>Entry</b>	\$48,536	\$56,175	Base	\$48,536
			E.1	\$52,356
			E.2	\$56,175
<b>1</b>	\$56,176	\$72,522	Base	\$56,176
			1.1	\$60,262
			1.2	\$64,350
			1.3	\$68,436
			1.4	\$72,522
<b>2</b>	\$72,523	\$83,323	Base	\$72,523
			2.1	\$75,224
			2.2	\$77,923
			2.3	\$80,624
			2.4	\$83,323
<b>3</b>	\$83,324	\$98,753	Base	\$83,324
			3.1	\$87,181
			3.2	\$91,039
			3.3	\$94,896
			3.4	\$98,753
<b>4</b>	\$98,754	\$120,356	Base	\$98,754
			4.1	\$104,155
			4.2	\$109,555
			4.3	\$114,955
			4.4	\$120,356
<b>5</b>	\$120,357	\$142,956	Base	\$120,357
			5.1	\$124,707
			5.2	\$130,790
			5.3	\$136,873
			5.4	\$142,956
<b>6</b>	\$142,957	\$168,812	Base	\$142,957
			6.1	\$149,421
			6.2	\$155,885
			6.3	\$162,348
			6.4	\$168,812
<b>7</b>	\$168,813	\$200,746	Base	\$168,813
			7.1	\$176,796
			7.2	\$184,780
			7.3	\$192,763
			7.4	\$200,746
<b>8</b>	\$200,748	\$262,628	Base	\$200,748
			8.1	\$211,172
			8.2	\$228,324
			8.3	\$245,475
			8.4	\$262,628

**Effective 1 January 2026**

<b>Level</b>	<b>Min</b>	<b>Max</b>	<b>Progression Points</b>	
<b>Entry</b>	\$49,992	\$57,860	Base	\$49,992
			E.1	\$53,926
			E.2	\$57,860
<b>1</b>	\$57,861	\$74,698	Base	\$57,861
			1.1	\$62,070
			1.2	\$66,280
			1.3	\$70,489
			1.4	\$74,698
<b>2</b>	\$74,699	\$85,823	Base	\$74,699
			2.1	\$77,481
			2.2	\$80,261
			2.3	\$83,042
			2.4	\$85,823
<b>3</b>	\$85,824	\$101,715	Base	\$85,824
			3.1	\$89,796
			3.2	\$93,770
			3.3	\$97,743
			3.4	\$101,715
<b>4</b>	\$101,716	\$123,967	Base	\$101,716
			4.1	\$107,279
			4.2	\$112,842
			4.3	\$118,404
			4.4	\$123,967
<b>5</b>	\$123,968	\$146,530	Base	\$123,968
			5.1	\$127,825
			5.2	\$134,060
			5.3	\$140,295
			5.4	\$146,530
<b>6</b>	\$146,531	\$173,032	Base	\$146,531
			6.1	\$153,157
			6.2	\$159,782
			6.3	\$166,407
			6.4	\$173,032
<b>7</b>	\$173,033	\$205,765	Base	\$173,033
			7.1	\$181,216
			7.2	\$189,400
			7.3	\$197,582
			7.4	\$205,765
<b>8</b>	\$205,765	\$267,880	Base	\$205,765
			8.1	\$215,395
			8.2	\$232,891
			8.3	\$250,385
			8.4	\$267,880



## Appendix C: Supported wage system

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

### C.1. In this schedule:

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

### C.2. Eligibility criteria

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

### C.3. Supported wage rates

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

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

- b) Provided that the minimum amount payable must be not less than \$90 per week.
- c) Where an employee's assessed capacity is 10%, they must receive a high degree of assistance and support.

#### **C.4. Assessment of capacity**

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

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

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

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

#### **C.6. Review of assessment**

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

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

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

#### **C.8. Workplace adjustment**

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

#### **C.9. Trial period**

- a) In order for an adequate assessment of the employee's capacity to be made, the Synod may employ a person under the provisions of this schedule for a trial period not exceeding 12 weeks, except that in some cases additional work adjustment time (not exceeding four weeks) may be needed.
- b) During that trial period the assessment of capacity will be undertaken and the percentage of the relevant minimum wage for a continuing employment relationship will be determined.
- c) The minimum amount payable to the employee during the trial period must be no less than \$90 per week.
- d) Work trials should include induction or training as appropriate to the job being trialled.
- e) Where the Synod and employee wish to establish a continuing employment relationship following the completion of the trial period, a further letter of offer will be provided based on the outcome of assessment under clause C.4.

## **Appendix D: Classification descriptors**

The purpose of the descriptions below is to classify positions, rather than describe them in detail. Employees should refer to their position description for details of what their position involves.

The nine classification levels described here are from Entry Level upwards to Level 9. Each level description covers four different aspects of work, which combine to form work value. In order to classify a position each of the four aspects of work is considered.

The descriptions for each classification level are intended to cover a range of positions and are therefore generic in nature; the duties and responsibilities are examples only. Classification levels will be applied with reference to the guidelines below, but on the understanding that no single level description will necessarily apply exactly to one position.

An employee's position description will indicate their classification level.

The remuneration table (refer Appendix A) provides a minimum rate of pay for each level.

## **DE Entry Level**

### **DE.1 Skills, Knowledge and Experience**

- Understands workplace etiquette and can work within required codes of conduct, including the workplace values
- Has sound computer skills and a working knowledge of Microsoft Office applications
- Has limited work experience or qualifications
- Is able to work in a team

### **DE.2 Decision-making**

- Works under supervision and within set procedures and work systems
- Varies tasks or work procedures on approval by a supervisor
- Problem-solves by reference to established practices, procedures and instructions

### **DE.3 Communication**

- Communicates typically within their immediate work area
- Has sound verbal and written communication skills
- Can provide straightforward information and explanation as required

### **DE.4 Indicative Duties and Responsibilities**

- Performs administrative tasks, such as collating; photocopying; scanning; processing internal or external mail (e.g. assisting with bulk mail-outs); ordering stationery; filing; record-keeping; data-entry.
- Performs maintenance activities, such as gardening; sets up meeting rooms; arranges office equipment; organises repairs or storage; assists with basic preparation for events
- Performs retail tasks, such handling cash, customer care, display and product orders and information
- Performs hospitality and cleaning tasks taking bookings and reservations, food services

## **D1 Level 1**

### **D1.1 Skills, Knowledge and Experience**

- Has knowledge of the equipment and tools necessary to perform tasks and procedures and is able to put this knowledge into practice
- Understands general office work systems and procedures
- Is able to acquire and apply proficiency in use of standard office equipment and computer systems
- Demonstrates organisation and planning skills in regard to daily tasks and broader work requirements

### **D1.2 Decision-making**

- Undertakes specific and defined tasks within established procedures
- Works under clear and detailed instructions, on tasks covered by standard procedures
- Refers to higher levels when there is deviation from procedures or an unfamiliar situation is encountered
- Will initially have daily work priorities determined with direction of the supervisor
- Carries out tasks and duties accurately and in a timely manner

### **D1.3 Communication**

- Communicates mainly in regard to routine issues; these may require an understanding of the operational context
- Provides standard information and explanations to UCA members, staff, ministers and members of the general public

### **D1.4 Indicative Duties and Responsibilities**

- Performs administrative such as responding to arranging couriers, general telephone, sorting and delivering mail; assessing stationary supplies and placing orders
- May complete hospitality and cleaning tasks
- Supports the organisation of meetings; assisting with membership coordination; taking minutes
- Receives payment for sale of publications and retail items
- Assists on reception, at counter and with front-desk office enquiries
- Supports parking and fleet management
- Updates information directories; keeps records and maintains accurate files by receiving and processing relevant paperwork
- Operates and maintains tools and equipment as appropriate to their role and level of qualification

## **D2 Level 2**

### **D2.1 Skills, Knowledge and Experience**

- Understands theoretical principles, and, under supervision, can apply them to achieve defined outcomes
- Develops knowledge of established techniques and organisational processes
- Is proficient in use of required software or technical equipment, including, for example, survey software, virtual/remote communication applications, and audio-visual systems
- Has knowledge of regulations, policies and processes relevant and specific to their role

### **D2.2 Decision-making**

- Provides standard services under general supervision and within a defined service-delivery framework
- Selects from a range of accepted options established by rules, processes and standards
- Plans and prioritises their own work program to achieve defined targets
- Solves problems arising in their own work and in a team's program
- In their immediate work area, identifies where limited precedents apply and can recommend suitable action
- Contributes to project and work planning activities

### **D2.3 Communication**

- Explains rules, procedures and operational policies to individual clients or colleagues
- Presents information to small groups, teams and management; participates in larger information sessions
- Can receive feedback and in response modify communication
- Drafts internal reports and correspondence
- Liaises with a diverse range of stakeholders, staff, UCA members and external providers
- Suggests a range of approaches to clients or stakeholders
- Conducts consultative processes with small groups or participates in larger groups that have the same purpose

### **D2.4 Indicative Duties and Responsibilities**

- Takes and writes minutes and action plans for consideration by others
- Collects data, undertakes basic analysis and prepares simple reports
- Performs a broad range of administrative tasks, such as responding to general telephone, counter and front-office enquiries; supporting meetings and meeting logistics; managing parking or vehicle fleet; entering data; assisting with stock control; coordinating membership
- Updates information directories; keeps records and maintains accurate files by receiving and processing relevant paperwork
- Leads and supervises others involved in straightforward, transaction-based work teams or small-scope projects
- Delivers information services to the general public and to UCA members, including initial advice and referral
- Processes financial reconciliations and bank monies; manages petty cash

## **D3 Level 3**

### **D3.1 Skills, Knowledge and Experience**

- Uses theoretical knowledge to achieve agreed outcomes in moderately complex work situations
- Clearly understands and can apply the processes and policy relevant to the work unit and the team
- Interprets legislation, regulations, policies and processes
- Adapts theoretical knowledge based on practical experience and/or understanding of current issues in the field
- Manages a small team delivering services and/or defined work programs
- Demonstrates leadership in the area of subject matter expertise and models the workplace values

### **D3.2 Decision-making**

- Supervises others working in an operational team or on small projects
- Manages staff and monitors their performance
- Ensure staff perform and their development needs are met
- Provides guidance for others in their work area and/or in related areas
- Exercises professional judgement in the application of rules and in the choices made within guidelines
- Resolves local service delivery problems, within guidelines
- Develops guidelines and process-flow documentations relevant to their work area
- Resolves service delivery problems affecting business operations
- Reviews decisions, assessments and recommendations made by less-experienced team members
- Provides guidance, feedback and training to team members
- Contributes analysis and advice to assist decision-making by others
- Sets local precedents regarding the application of guidelines and policies
- Initiates improvements to procedures within their work area
- Contributes to budget preparation and monitoring

### **D3.3 Communication**

- Provides advice and explains professional or technical concepts and policies to clients, stakeholders and staff
- Conducts and presents information sessions
- Consults in a range of settings
- Prepares briefs on sensitive issues
- Writes correspondence on sensitive issues
- Writes and drafts a wide range of documents
- Communicates issues and advocates a preferred case
- Uses persuasion and advocacy skills with clients, providers, staff, peers and managers

### **D3.4 Indicative Duties and Responsibilities**

- Researches issues and prepares increasingly complex reports briefings, often requiring in-depth factual and data analysis within a project plan or policy framework set by others
- Plans and conducts projects under direction
- Conducts aspects of more complex projects under direction
- Contributes to planning on large projects
- Develops and maintains databases, and prepares and analyses reports based on them to support decision-making by management
- Monitors and administers service delivery relevant to their work area
- Undertakes technical data analyses in their field of expertise; conducts research as part of a team
- Guides and assists others in their career development
- Contributes to the implementation of up-to-date systems and work processes

## **D4 Level 4**

### **D4.1 Skills, Knowledge and Experience**

- Draws on a capacity for innovative thinking
- Determines the appropriate methodology when analysing policy or conducting research
- Applies theoretical or specialist knowledge to support problem-solving and work on complex projects
- Demonstrates leadership in their area of expertise and models the workplace values
- Applies sound theoretical and practical expertise to the development of policy options
- Is responsible for the application of processes, policies and operational systems
- Provides professional, technical or specialist advice based on their field of expertise
- Can clearly translate theoretic models into work contexts and practice
- Has a sound understanding of governance and the related framework within the UCA
- Can manage a team delivering services to a broad range of clients and stakeholders

### **D4.2 Decision-making**

- Develops guidelines for use within their work area
- Resolves service-delivery problems with reference to program objectives
- Interprets and applies business and operational plans and policies to their area of responsibility
- Prepares and monitors budgets if required
- Independently performs professional or technical work at an advanced level,

### **D4.3 Communication**

- Conveys specialist concepts and policies to clients, staff and stakeholders
- Completes and presents reports, briefs and correspondence about complex and sensitive issues that impact their work area and possibly the broader organisation
- Develops and implements communication and consultation strategies
- Provides information and recommendations on complex and sensitive issues
- Applies influencing and motivation skills to manage staff and negotiate with stakeholders
- Clearly communicates research findings and/or analytical projects to diverse audience

### **D4.4 Indicative Duties and Responsibilities**

- Conducts research and develops recommendations in a specific field of expertise
- Develops and implements operational policy that impacts the immediate work area
- Contributes to strategic policy development related to professional expertise
- Manages projects, usually under limited direction, and/or supervises a moderately complex program
- Contributes expertise to a team working on complex projects
- Prepares project scopes and briefs within increasingly broad parameters
- Manages and leads a team so it can deliver defined operational and strategic outcome
- Monitors the performance of staff and facilitates their professional development; ensures a safe work environment a safe workplace for self and others
- Contributes to setting operation plans that achieve outcomes for their team
- Mentors and coaches others as required
- Uses their expertise to provide specialist administrative and corporate support, by, for example, maintaining an executive diary; attending executive and organisational meetings and taking minutes; answering executive correspondence
- Negotiates and manages straightforward, corporate contracts and service agreements
- Recommends resource allocation to their immediate manager, in order to meet service delivery priorities
- Completes complex analyses, conducts research in the broader field, interprets papers
- Undertakes advanced case management, which may include collaboration with affiliated organisations or external stakeholders
- Undertakes complex or technical investigations, data analyses and modelling, and based on these prepares reports and makes recommendations for action



## **D5 Level 5**

### **D5.1 Skills, Knowledge and Experience**

- Uses their expertise and problem-solving to make the organisation more innovative or deepen professional knowledge within the organisation
- Demonstrates effective management skills and abilities
- Understands leadership attributes and coaches staff so their individual performance and career needs are met
- Can articulate the Synod's strategic objectives, and align work and motivate others towards strategic goals
- Can clearly translate theoretic models into work contexts and practices
- Provides specialist and expert professional services or advice
- Provides high-level expertise and specialised support, dealing with complex issues
- Has a sound understanding of governance and the related frameworks within the UCA

### **D5.2 Decision-making**

- Makes decisions that impact staff, peers and others both in and outside their own work area
- Makes decisions in situations where there is some but not a definitive precedent about the application of an organisational framework
- Influences policy and the development of work processes by providing advice and analysis
- Contributes to strategic business planning
- Interprets and applies business plans and policies in their own work area and provides advice to others on implementation
- Is responsible for work organisation and outcomes, and for the allocation of resources, in their work area
- When making decisions demonstrates the capacity to consider multiple and increasingly competing tensions and priorities

### **D5.3 Communication**

- Initiates and maintains effective relationships with internal and external stakeholders, including UCA members, at peer or more senior levels
- Focuses on understanding stakeholder issues
- Relies on formal and informal communication channels to achieve goals, and engages stakeholders to help them identify opportunities for improvement
- Leads and manages change and consultation processes, including engagement with senior leadership and key stakeholders
- Negotiates with stakeholders, peers, industry bodies and other UCA entities, external service suppliers with objectives such as gaining co-operation, influencing views or meeting timelines for delivery of a project, service or advice

### **D5.4 Indicative Duties and Responsibilities**

- Is adaptable to a changing organisational environment
- Prepares technical reports for management, including for those at executive level
- Develops briefs on highly complex issues, which provide options for discussion and consideration and will contribute to the development of a set of final action options
- Manages and leads projects of increasing complexity, including projects that involve multi-disciplinary teams and projects that are implemented across program areas
- Develops operational plans, delivery standards and timeframes for their area of responsibility
- Manages teams delivering a broad range of services; they may be operating across the Synod
- Manages a business activity with a defined budget, outcomes and operational and/or strategic importance
- Develops project plans, briefs, policy, work processes, and work systems
- Acts when required as a representative or advocate of the Church, in a technical area of expertise
- Provides leadership and guidance to others in relation to their field or profession

## **D6 Level 6**

### **D6.1 Skills, Knowledge and Experience**

- Identifies and responds to new and emerging strategic issues impacting on the operating environment
- Provides authoritative, expert advice on complex issues within their area
- Demonstrates sound tactical management skills and abilities
- Understands and can demonstrate leadership attributes, including the ability to coach others and promote vision, aligned to the Synod's strategy and modelling its workplace values
- Is an expert who conceptualises, initiates, implements, promotes and evaluates complex and innovative technical programs
- Can clearly translate theoretic models into work contexts, and applies and develops technical or professional standards to benefit the organisation
- Uses knowledge of the structures, processes and culture of the UCA to develop policies and new programs or project initiatives
- Designs project and team workflows that are responsive to changing organisational needs
- Thoroughly understands governance and the related framework within the UCA
- Designs programs and systems aligned to the Synod's objectives

### **D6.2 Decision-making**

- Participates in strategic planning and contributes to strategic decision-making processes
- Formulates and implements operational plans
- Demonstrates the ability to consider multiple complex issues when making decisions
- Makes decisions in situations where there is little precedent in terms of the application of an organisational directive or framework

### **D6.3 Communication**

- Endeavours to resolve complex issues through a process of consultation and negotiation
- Initiates and manages consultation processes with peers who are both internal and external to work teams or the work area, in order to gain commitment to desirable project outcomes
- Communicates and receives complex, contentious or sensitive information in an appropriate manner; this may require negotiation and advanced interpersonal skills
- Explains complex concepts, ideas and issues to an executive (i.e. non-expert) audience
- Represents their work area to external stakeholders and effectively manages feedback
- Represents the Synod at external forums, functions and seminars
- Focuses on understanding complex stakeholder issues
- Influences the views of board members and negotiates to overcome barriers

### **D6.4 Indicative Duties and Responsibilities**

- Is responsible for the implementation of operational processes within the work area
- Designs and develops improvement initiatives and is responsible for the implementation of new processes
- Develops strategic and tactical approaches to ensure business continuity
- Provides timely advice to senior stakeholders on policy issues, business operations and solutions to problems
- Writes briefs and reports on complex issues, which provide options for decision-making at senior leadership level
- Develops policy; improves work systems
- Provides professional leadership in a specialised area, providing services across UCA and its entities
- Manages an area with a significant budget, significant staff responsibilities or strategic importance
- Develops and delivers service delivery models within a business area
- Develops a business plan and ensures a team is motivated to achieve its outcomes
- Applies complex concepts drawn from non-related fields to address policy and organisational issues
- Provides leadership and guidance to others working in related fields or professions

## **D7 Level 7**

### **D7.1 Skills, Knowledge and Experience**

- Provides leadership and guidance based on their high-level of expertise
- Demonstrates tactical management skills and (wisely) discerns the need for technical advice
- Demonstrates advanced leadership attributes, including the ability to coach others and promote vision; leads with integrity and accountability, managing change, planning and decision-making; ensures their actions are aligned with the Synod's strategy and models the workplace values
- Has high-level expertise in a field or discipline; this is critical to the success of a program and/or to supporting the Church, helping to resource the ministry and mission agenda
- Is increasingly challenged, in regard to their area of expertise and responsibility, by problems related to complexity or scale issues they face
- Has a comprehensive understanding of UCA governance and the related framework

### **D7.2 Decision-making**

- Sets policies, programs and initiatives that affect major programs, service delivery and work areas
- Leads people and manages staff at unit level
- Interprets a policy framework to make decisions in the absence of definitive organisational policies
- Contributes advanced expertise and knowledge to strategic planning and decision-making
- When required to make decisions with autonomy operates within loosely defined hierarchies
- Leads change in an uncertain environment and as beneficial the UCA
- Operates effectively in contexts where there are increasing levels of ambiguity, including within regulatory and legislative frameworks/guidelines/references'
- Has the ability to consider multiply factors, competing priorities and complex issues

### **D7.3 Communication**

- Uses formal and informal channels to influence organisation and to achieve goals
- Influences stakeholders holding competing priorities and divergent views
- Briefs senior leaders in their area of expertise, in a variety of forums
- Delivers presentations and represents the organisation in a wide range of forums
- Negotiates to resolve differences and to achieve agreement in relation to a project or program's outcomes
- Explains highly complex concepts, ideas and issues to an executive (i.e. non-expert) audience
- Negotiates on the spot, when required, often on the basis of limited information

### **D7.4 Indicative Duties and responsibilities**

- Is responsible for meeting service objectives, including for reaching financial, quality and time-related targets for programs and/or major projects
- Is responsible for implementation of endorsed strategic policies relevant to multiply work areas
- Manages major projects and works within contexts involving high ambiguity and change
- Provides policy advice to external agencies, government, senior levels of the organisation and key stakeholders across the UCA
- Sets policy frameworks
- Promotes strategic intentions and goals, and ensures work processes and programs align with them
- Negotiates with multiple parties and in complex situations
- Leads large-scale organisational service delivery and/or a Synod-wide service function
- Develops complex service-delivery models in response to new and existing business plans, goals and organisational objectives
- Mentors, coaches and develops staff, in their area of professional expertise; this includes leading and inspiring teams

## **D8 Level 8**

### **D8.1 Skills, Knowledge and Experience**

- Demonstrates strategic management skills
- Is responsible for developing/maintaining a high level of expertise among staff in the unit/team area
- Demonstrates advanced leadership attributes, including the ability to coach others and promote vision; leads with integrity and accountability, managing change, planning and decision-making; ensures their actions are aligned with the Synod's strategy and models the workplace values
- Has significant experience in their field or area of expertise; is an authoritative specialist or expert
- Has proficiency and expertise which has a significant impact on delivery of the policy agenda, a program or a project
- Provides expert information and advice related to their field or to a major project or projects
- In their area of expertise provides leadership, mentoring and professional development for staff – for example, by leading and inspiring teams of fellow professionals or peers or by sharing skills and knowledge related to their area of expertise
- Comprehensive understands governance principles and their application to employment

### **D8.2 Decision-making**

- When making decisions faces increasing to high levels of ambiguity and deals with them; makes decisions that require a high level of sensitivity or that involve high-level risk
- Leads managers at unit level
- Makes decisions within limited frameworks, when there are few precedents or guidelines beyond broad UCA policy and professional discipline standards
- Generates strategic directions and programs
- Develops strategic frameworks for program delivery
- Is responsible for capital management and/or other projects that involve multi-million-dollar budgets
- Makes decisions with outcomes that directly affect external perceptions of the Church and its relation to the wider community
- Deals with very complicated problems that involve multiple risks; demonstrates the ability to take competing priorities into account when making decisions
- Advises executive leadership on precedents that lie beyond current UCA policy
- Acts knowing that organisational reputation may be at stake in decisions made at this level
- Leads and works effectively in complex and changing work contexts

### **D8.3 Communication**

- Interacts with executive officers, professional staff and other experts in the field or profession
- Communicates at the highest managerial levels
- Communicates across the Synod and at national and international levels
- Informs stakeholders of matters arising from their professional or expert perspective
- Has strong diplomacy skills and the ability to influence decision-makers
- As an expert, communicates and advises Church leaders based on comprehensive, authoritative research and sound evidence
- Has direct contact with and negotiates with senior personnel who represent commercial, community, government, or other sector stakeholders, or who represent the UCA or its entities
- Delivers presentations and provides organisational representation in a wide range of forums
- Develops and utilises communication and relationship building networks in accordance with the UC priorities

#### **D8.4 Indicative Duties and Responsibilities**

- Negotiates all aspects of multi-million-dollar projects to ensure they are on budget and on time
- Manages a range of strategic corporate functions, each involving a significant budget, significant staff responsibilities, strategic importance and significant risk
- Provides authoritative advice and leadership in their area of expertise
- Initiates and negotiates joint programs across Church entities, subsidiaries and associations
- Manages a work area or profession that affects Synod-wide operations
- Provides expertise and advice to a broad range of senior-level decision-makers, affecting programs at state and national level
- 'Is responsible for the allocation of substantial resources, primarily associated with projects or their outcomes; this can involve major significance or risk and involves consideration of financial or environmental sustainability; regulatory compliance; and process efficiency
- Ensures policy frameworks mitigate risk and support innovation
- Models leadership attributes and promotes workplace values
- Champions the UCA's strategic intentions and goals, and aligns these to work processes and programs
- Interacts with and represents the Synod, dealing with leaders and decision-makers working at the highest level across the Church both nationally and interstate

## **D9 Level 9**

### **D9.1 Skills, Knowledge and Experience**

- Leads highly specialised and experienced professional teams
- Can lead others in times of change and in contexts of ambiguity, sensitivity and risk
- Provides leadership in a major program or field of research
- Demonstrates advanced leadership attributes, including the ability to coach others and promote vision; leads with integrity and accountability, managing change, planning and decision-making; ensures their actions are aligned to the Synod's strategy and models the workplace values
- Demonstrates advanced tactical and strategic management skills
- In their area of professional expertise provides leadership and works to professionally develop staff – for example, by leading and motivating them to deliver strategic outcomes
- Provides authoritative advice and leadership in their area of expertise
- Leads, coaches and guides others in senior management roles
- Has an expert understanding of governance principles and their application to employment

### **D9.2 Decision-making**

- Operates in industry sectors or professional settings where a high degree of sensitivity is demanded or where there are high risks associated with their actions
- Generates strategic directions, plans and programs
- Operates with a high level of autonomy, in changing environments and when there may be multiple risk factors involved in making decisions
- Makes decisions that often involve competing interests, different perspectives and organisational politics
- Leads and works effectively in complex and ambiguous contexts
- Makes decisions under direction of the level equivalent to board governance notably the Synod Standing Committee
- Operates aware of the fact that organisational reputation can be at stake in decisions made at this level
- Is regarded as having the highest level of expertise of all Synod employees, within their area of professionalism
- Is an expert in their understanding of the skills and behaviours associated with professionalism

### **D9.3 Communication**

- Interacts with executive officers, professional staff and other experts in their field or profession
- Communicates with leaders working at the highest levels across the Synod
- Communicates across the Synod and at national and international levels
- Informs stakeholders of matters arising, and of risks and mitigation measures, to ensure projects or program outcomes are well managed
- As an expert, communicates with and advises Church leaders, based on comprehensive, reliable, evidence-based research
- Has direct contact with senior personnel who represent commercial, community, government or not-for-profit sector stakeholders, or who represent the UCA or its entities
- Delivers presentations and represents the organisation in a wide range of forums
- Has advanced diplomacy skills and the ability to influence and negotiate with executive-level decision-makers
- Develops and utilises communication networks in accordance with the Church's priorities
- Models leadership attributes and promotes workplace values

#### **D9.4 Indicative Duties and Tasks**

- Is accountable for work outcomes at the unit level, including for service delivery, compliance to relevant legislation, financial sustainability, budget outcomes and risk mitigation
- Oversees and leads synod-wide policy direction and frameworks
- Ensures policy frameworks and business operational models mitigate risk and support innovation
- Is an expert in both leadership and technical area of expertise with the ability to advise others across the UCA at state and national level
- Leads negotiations with UCA entities, defines the parameters of engagement, establishes service-level agreements and other relevant associated relational factors and/or programs of work
- Is responsible for achieving quality professional outcomes in significant synod-wide projects, programs and services
- Negotiates all aspects of multi-million-dollar projects to ensure they are on budget and on time
- Negotiates financial and other contributions, service-level agreements and partnership arrangements, for mutual benefit and at the highest level
- Is responsible for synod-wide business arrangements of major significance; the responsibilities include risk management; sustainability; compliance and/or process improvement; and relationship management
- Champions the UCA's strategic intentions and goals, and aligns these to work processes and programs
- Represents the Synod and regularly interacts with leaders and decision-makers working at the highest level across the Church, both nationally and interstate

## **Appendix E: IT shiftwork**

### **E.1 Coverage and purpose**

This Appendix E sets out a shiftwork system for full-time, part-time and/or casual employees covered by the Agreement whom the Synod appoints as '**IT Shiftworkers**'. Only employees who are:

- a) classified at Levels 2, 3, or 4 under Appendix D of the Agreement;
- b) employed by the Synod to perform IT helpdesk duties; and
- c) regularly rostered to work according to clause E.3.1 below,

will be appointed as IT Shiftworkers. IT Shiftworkers will be informed in writing of this appointment.

The purpose of this Appendix E is to meet the Synod's requirements for IT helpdesk services outside of standard business hours and also to uphold the Synod's commitment to ensuring employees have reasonable workloads and reasonable hours of work (in accordance with clauses 8.1 and 8.2 of the Agreement).

### **E.2 Agreement provisions excluded**

If appointed as an IT Shiftworker, notwithstanding anything else in the Agreement, the following provisions of the Agreement will not apply to an employee:

- a) clause 4.2.3 (Casual minimum engagement);
- b) subject to clause E.3.3 below, clause 5.1 (Ordinary hours of employment);
- c) clause 5.2 (Tea and meal breaks);
- d) clause 5.4.1 (Public holidays);
- e) clause 7.3 (Meal allowances);
- f) clause 8.3 (Overtime);
- g) clause 8.4 (Overtime for casuals);
- d) clause 8.7 (Break between work days)

### **E.3 Ordinary hours**

#### **E.3.1 Types of shifts**

An IT Shiftworker will be rostered to work the ordinary hours according to the following shifts:

- a) **Day Shift** – a shift rostered to take place during the span of ordinary hours set at clause 5.1 of the Agreement.
- b) **Evening Shift** – a shift finishing after 6.30pm but not later than midnight.
- c) **Night Shift** – a shift finishing between midnight and 7.30am.

#### **E.3.2 Ordinary hours**

The ordinary hours for an IT Shiftworker:

- a) will not exceed an average of 37.5 hours per week over a 12 month period (pro-rated for part-time employees);
- b) may be worked on any day of the week;
- c) will not be worked on more than six rostered shifts per week; and
- d) will not exceed ten hours per rostered shift (inclusive of paid breaks).

#### **E.3.3 Overtime**

All time worked by an IT Shiftworker in excess of the ordinary hours set in clauses E.3.1 and E.3.2 above will be deemed overtime and will be paid in accordance with the following clauses of the Agreement:

- a) Full-time and part-time employees – clause 8.3.3; and
- b) Casual employees – clause 8.4.3.



#### **E.3.4** For the sake of clarity:

- a) time in lieu will not be available for IT Shiftworkers; and
- b) IT Shiftworkers will receive the overtime rates referred to in clause E.3.3 above instead of the shift loadings set out at clause E.5.1 below.

#### **E.3.5 Minimum engagement**

A minimum engagement period of three hours applies on each occasion an IT Shiftworker is required to work.

#### **E.3.6 Break between shifts**

IT Shiftworkers will have at least 8 hours off work between the cessation of an Evening or Night Shift and the commencement of a Day Shift.

#### **E.3.7 Meal break**

- a) IT Shiftworkers are entitled to one 20 minute paid meal break per shift which is to be taken within 5 hours of commencing the shift and will be counted as time worked.
- b) IT Shiftworkers will be entitled to one ten minute paid rest break when required to work more than 3 ordinary hours but less than 8 ordinary hours, and entitled to two ten minute paid rest breaks when required to work 8 ordinary hours or more in one shift.
- c) An IT Shiftworker who is required to work more than 4 hours overtime on a Saturday morning will be entitled to a ten minute paid rest break.

### **E.4 Roster**

**E.4.1** The IT Shiftworker roster will be prepared each calendar month for the coming month. IT Shiftworkers will be notified of next month's roster at least two weeks in advance. The minimum information in the roster will include the:

- a) commencement and cessation date of the roster;
- b) days, starting and finishing times of rostered Day, Evening and Night Shifts; and
- c) length of each rostered Day, Evening and Night Shift (inclusive of paid breaks).

**E.4.2** When working on a rostered shift, IT Shiftworkers may be required to undertake any duties for which they are trained and accredited.

### **E.5 Shift loadings and penalty rates**

#### **E.5.1 Shift loadings**

IT Shiftworkers will be paid a loading calculated as a percentage of their ordinary hourly rate of pay set in accordance with clause 6.1 of the Agreement. The loading percentages for each type of shift is as follows:

- a) Day Shift = **100%** of the ordinary hourly rate of pay (**125%** for casual IT Shiftworkers);
- b) Evening Shift = **115%** of the ordinary hourly rate of pay (**140%** for casual IT Shiftworkers);
- c) Night Shift = **120%** of the ordinary hourly rate of pay (**145%** for casual IT Shiftworkers).

#### **E.5.2 Penalty rates**

When an IT Shiftworker is rostered to work ordinary hours on a Saturday, Sunday or public holiday, the hours of work performed on that day will be paid a penalty rate. The penalty rate is an additional **50%** on top of their ordinary hourly rate of pay as per E.5.1 (with an additional 25% for casual IT Shiftworkers) as set in accordance with clause 6.1 of the Agreement.

This additional loading/penalty rate will apply instead of the shift loadings set out at clause E.5.1 above and as follows;

- a) Day Shift = **150%** of the ordinary hourly rate of pay (**175%** for casual IT Shiftworkers);
- b) Evening Shift = **165%** of the ordinary hourly rate of pay (**190%** for casual IT Shiftworkers);
- c) Night Shift = **170%** of the ordinary hourly rate of pay (**195%** for casual IT Shiftworkers).

**E.5.3** Despite clause E.5.2 above, when an IT Shiftworker is rostered to commence a shift between 11:00pm and midnight:

- a) on a Sunday or public holiday that extends into the next day which is not a public holiday, the IT Shiftworker will not be entitled the penalty rate loading set out above for the period of time (i.e. 1 hour or less) worked on the Sunday or public holiday; but
- b) on a day before a Sunday or public holiday that extends into that Sunday or public holiday, the IT Shiftworker will be entitled to the penalty rate loading set out above for all time worked on that shift (i.e. including the 1 hour or less worked on the day before).

## **E.6 Miscellaneous**

**E.6.1** IT Shiftworkers must have a blood alcohol level of zero at all times for the duration of all shifts worked.

The Uniting Church in Australia Synod of Victoria and Tasmania undertakes to add the following statements to the Lay Staff Collective Employment Agreement 2023 (AG2023/1186):

1. To replace clause 8.3.3 with the following:

Time off in lieu will be paid out at relevant overtime rates including penalty rates outlined below, upon request of the employee or upon termination.

Saturday: Time and a half  
Sunday: Double time  
Public holidays: Double time and a half  
Overtime first two hours: Time and a half  
Overtime over two hours: Double time

2. To replace clause C.3 (b) with the following:

Provided that the minimum amount payable must be not less than \$95 per week.

Signed by The Uniting Church in Australia Property Trust (Victoria) by its authorised representative:

Rod Skilbeck

Name (print)

Signature

16 May 2023

Date

in the presence of:

Megan Wallace

Name (print)

Signature

16 May 2023

Date

## Schedule 2.2 Model flexibility term

(regulation 2.08)

### Model flexibility term

- (1) An employer and employee covered by this enterprise agreement may agree to make an individual flexibility arrangement to vary the effect of terms of the agreement if:
  - (a) the agreement deals with 1 or more of the following matters:
    - (i) arrangements about when work is performed;
    - (ii) overtime rates;
    - (iii) penalty rates;
    - (iv) allowances;
    - (v) leave loading; and
  - (b) the arrangement meets the genuine needs of the employer and employee in relation to 1 or more of the matters mentioned in paragraph (a); and
  - (c) the arrangement is genuinely agreed to by the employer and employee.
- (2) The employer must ensure that the terms of the individual flexibility arrangement:
  - (a) are about permitted matters under section 172 of the *Fair Work Act 2009*; and
  - (b) are not unlawful terms under section 194 of the *Fair Work Act 2009*; and
  - (c) result in the employee being better off overall than the employee would be if no arrangement was made.
- (3) The employer must ensure that the individual flexibility arrangement:
  - (a) is in writing; and
  - (b) includes the name of the employer and employee; and
  - (c) is signed by the employer and employee and if the employee is under 18 years of age, signed by a parent or guardian of the employee; and
  - (d) includes details of:
    - (i) the terms of the enterprise agreement that will be varied by the arrangement; and
    - (ii) how the arrangement will vary the effect of the terms; and
    - (iii) how the employee will be better off overall in relation to the terms and conditions of his or her employment as a result of the arrangement; and
  - (e) states the day on which the arrangement commences.
- (4) The employer must give the employee a copy of the individual flexibility arrangement within 14 days after it is agreed to.
- (5) The employer or employee may terminate the individual flexibility arrangement:
  - (a) by giving no more than 28 days written notice to the other party to the arrangement; or
  - (b) if the employer and employee agree in writing — at any time.