



DECISION

Fair Work Act 2009
s.185—Enterprise agreement

Oxfam Australia
(AG2019/2784)

OXFAM AUSTRALIA AND AUSTRALIAN SERVICES UNION ENTERPRISE AGREEMENT 2019

Social, community, home care and disability services

DEPUTY PRESIDENT MASSON

MELBOURNE, 8 OCTOBER 2019

Application for approval of the Oxfam Australia and Australian Services Union Enterprise Agreement 2019.

[1] An application has been made for approval of an enterprise agreement known as the *Oxfam Australia and Australian Services Union Enterprise Agreement 2019* (the Agreement). The application was made pursuant to s.185 of the *Fair Work Act 2009* (the Act). It has been made by Oxfam Australia. The Agreement is a single enterprise agreement.

[2] The Employer has provided written undertakings. A copy of the undertakings is attached in Annexure A. I am satisfied that the undertakings will not cause financial detriment to any employee covered by the Agreement and that the undertakings will not result in substantial changes to the Agreement. The undertakings are taken to be a term of the agreement.

[3] Subject to the undertakings referred to above, I am satisfied that each of the requirements of ss.186, 187, 188 and 190 as are relevant to this application for approval have been met.

[4] Pursuant to s.205(2) of the Act, the model consultation term prescribed by the *Fair Work Regulations 2009* is taken to be a term of the Agreement.

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

[6] The Agreement is approved and, in accordance with s.54 of the Act, will operate from 15 October 2019. The nominal expiry date of the Agreement is 31 March 2021.



DEPUTY PRESIDENT

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Annexure A



Dear Deputy President Masson

**Oxfam Australia and Australian Services Union Enterprise Agreement 2019 (AG2019/2784)
Undertaking (s.190 of the Fair Work Act 2009)**

I, Anthony Alexander, Director of Corporate Services for Oxfam Australia give the following undertakings with respect of the Oxfam Australia and Australian Services Union Enterprise Agreement 2019:

I have the authority given to me by Oxfam Australia to provide these undertakings in relation to the application before the Fair Work Commission.

1. With respect to clause 13 of the Agreement dealing with Overtime and Time off in Lieu, we undertake as follows:

An employee working overtime will be entitled to a paid rest break of 20 mins after each 4 hour period of overtime.

An employee working overtime will not be required to return to work until 10 hours have passed following the time they finished their overtime.

2. With respect to leave under clauses 16 (Annual Leave) and 18 (Personal Leave) of the Agreement we undertake as follows:

This Agreement will be read and interpreted in conjunction with the National Employment Standards (NES). Where there is an inconsistency between this agreement and the NES, and the NES provides a greater benefit, the NES provision will apply to the extent of the inconsistency.

3. With respect to humanitarian leave under clause 24 of the Agreement we undertake as follows:

Where an employee works an amount of overtime during a period of humanitarian deployment that exceeds the period of paid humanitarian leave to which the employee is entitled for that deployment under clause 24, Oxfam undertakes to provide additional TOIL reflective of any such overtime.

4. With respect to clause 30 of the Agreement dealing with Casual Employment we undertake as follows:

A casual employee will have the right to request casual conversion in accordance with clause 10.5 of the Social, Community, Home Care and Disability Services Industry Award 2010.

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5. With respect to the Better Off Overall Test we undertake as follows:

Oxfam will conduct a comparison for all employees on a one (1) monthly basis of the remuneration received for that period under the Agreement, and the remuneration that the employee would otherwise have been provided with under the Award. Any shortfall in remuneration which would otherwise be payable under the Award, plus an additional amount equal to 3% of the total shortfall, will be paid to the Employee in the next pay period. Any dispute regarding the operation of this undertaking will be considered in accordance with Clause 43 (Grievance Procedure and Dispute Resolution).

- *For the purposes of this undertaking the Applicable award is the Social, Community, Home Care and Disability Services Industry Award 2010.*

Signed for and on behalf of Oxfam Australia

A handwritten signature in black ink, appearing to read 'A. Alexander', with a stylized flourish at the end.

Anthony Alexander
4 October 2019



Oxfam Australia Enterprise Agreement 2019

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

Note - the model consultation term is taken to be a term of this agreement and can be found at the end of the agreement.

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CLAUSE 1 - TITLE

This Agreement will be known as the Oxfam Australia and Australian Services Union Enterprise Agreement 2019.

CLAUSE 2 - COVERAGE

This Agreement will be binding upon:

- Oxfam Australia (OAU) employees within Categories 7 to 2 Enhanced
- Employees employed in all states and territories of the Commonwealth of Australia
- The Australian Services Union (ASU)

The following are specifically excluded from this Agreement:

- Employees based in nations other than Australia
- Employees employed by Oxfam Australia Trading
- Volunteers
- Consultants and labour hire
- Executive Employees, employed at categories 0, 1A and 1B

CLAUSE 3 - APPLICATION

This Agreement expressly excludes and displaces the operation of any and all other matters and conditions of employment in the Oxfam Australia – Australian Services Union Certified Agreement 2015 and any modern award or other arrangement.

CLAUSE 4 - COMMENCEMENT DATE

This Agreement will take effect on the seventh day after it is approved by the Fair Work Commission.

CLAUSE 5 - EXPIRY DATE

This Agreement has a nominal expiry date of 31 March 2021.

CLAUSE 6 - PRINCIPLES OF THIS AGREEMENT

This agreement seeks to ensure fair, equitable and reasonable conditions for all employees, consistent with OAU's values.

OAU puts its values at the centre of what it does and provides an environment where employees are respected, valued and are given the opportunity to contribute.

OAU remunerates employees according to skill, knowledge and experience.

OAU is committed to providing an environment that supports work life balance.

OAU recognises the value of consultation and collaboration in effective decision making.

Secure employment benefits all parties - OAU will utilise the most secure form of employment that is reasonably practicable.

CLAUSE 7 - DEFINITIONS

7.1 Terms and acronyms used in this document

AD	Associate Director
ASU	Australian Services Union
Gazetted	Information officially published by a state or federal government. Relevant here in reference to Public Holidays.
Immediate Family	Spouse, de facto partner, child, parent, grandparent, grandchild or sibling of an employee; or a child, parent, grandparent, grandchild or sibling of the employee's spouse or de facto partner.
IFA	Individual Flexibility Arrangement
LSL	Long Service Leave
OAU	Oxfam Australia
SCC	Staff Consultative Committee. A committee with representation from Management and Union Delegates to facilitate efficient discussion and decisions of an urgent nature.
TOIL	Time off in Lieu, generally for overtime worked
Primary care giver	the individual with the sole responsibility for providing care to the child within the family home during normal business hours
Co-parent	an employee who is not the primary care giver of the child
DFV	Domestic and Family Violence

CLAUSE 8 - CLASSIFICATION OF JOBS

8.1 Principles of Job Classification

The following principles underpin OAU's job classification framework:

- the classification and associated remuneration for a job reflects the skills, responsibilities, and competencies required to do the job to a satisfactory level;
- the classification of a job does not consider the skills or experience of the incumbent, but rather the requirements, skills and competencies required to do the job
- employees undertaking jobs of similar skill, responsibilities and conditions throughout the agency are remunerated equitably; and
- the process of evaluation is open and transparent, and the framework is easy to use and understand.

8.2 OAU Classification Framework

The OAU Classification Framework is used to evaluate a position. The classification framework does not form a part of this agreement.

8.3 Evaluating a Job

Position Descriptions will be evaluated in the following circumstances at the line manager's request:

- A new position is created;
- Significant changes are made to a Position Description when a role becomes vacant; or
- The scope and responsibilities of an employee's position changes significantly over time or due to organisational restructure.

Position descriptions are evaluated against the OAU Classification Framework by People and Culture for the Director of Corporate Services to approve. Upon submission to the Director of Corporate Services for approval, the SCC will receive the recommendation by copy and have 5 working days to raise questions or concerns. If within that 5 days the SCC recommends a different outcome, the Director of Corporate Services will review this recommendation and make a determination on the position's classification.

Employees can appeal a classification decision (including a decision by a line manager to refuse a request for reclassification) in writing to the Director of Corporate Services. Appeals will be considered in accordance with Clause 43 (Grievance Procedure and Dispute Resolution)

CLAUSE 9 - SUPERANNUATION

OAU will contribute the Superannuation Guarantee to an employee's nominated superannuation fund in accordance with relevant legislation. In the event that an employee does not nominate a fund, OAU will contribute on behalf of the employee to OAU's default fund.

9.1 Co-contribution Matching

Employees may choose to contribute any additional portion of their salary into their nominated superannuation fund.

For employees who choose to contribute an additional amount, OAU will match this additional contribution up to a maximum of 2% of the employee's salary per pay.

CLAUSE 10 - WAGES AND WAGE INCREASES

10.1 Base Salaries

The base salary for each category is outlined in the table below

Category	From 1 st April 2019*	From 1 st April 2020*
2 Enhanced	\$113,171	\$116,567
2	\$109,083	\$112,356
3 Enhanced	\$95,545	\$98,412
3	\$82,007	\$84,468
4	\$73,520	\$75,726
5	\$67,195	\$69,211
6	\$62,438	\$64,312
7	\$55,330	\$56,990

These category names are subject to change in line with any changes made to the OAU Classification Framework.

10.2 Salary Increases

Employees will receive salary increases as outlined below. The rates outlined in 10.1 include these increases;

- 1 April 2019, 2%
- 1 April 2020, 3%

* Any salary increases will take effect from the start of the employee's first full pay period that falls closest to the dates specified.

10.3 Entitlement to Annual Leave Loading

Employees have no entitlement to Annual Leave Loading

10.4 Pay Increments

In addition to the base salary, employees will receive pay increments based on their tenure with OAU at a particular job category, contingent on the completion of the most recent Performance Review due, either midterm or final/annual review. It is the responsibility of both the employee and the relevant manager to ensure that the Performance Review is completed within the required timeframe. In line with the regular monitoring of the Performance Review process, if management identifies that any failure to complete a performance review was through no fault of the employee, then the AD People and Culture will authorise the increment to be paid accordingly. Before any decision is made to withhold a pay increment, People and Culture will check the Performance Review status with the employee and the relevant manager. A pay increment will not be withheld where failure to complete the review is not the fault of the employee.

Any pay increments will take effect from the start of the employee's first full pay period that falls closest to the eligibility date.

Increment	Eligibility	Formula
A	Up to 1 year employed in current category	Base salary as calculated in this clause
B	After 1 year's employment in current category	Base salary plus one pay increment
C	After 2 years' employment in current category	Base salary plus two pay increments
D	After 4 years' employment in current category	Base salary plus three pay increments
E	After 6 years' employment in current category	Base salary plus four pay increments

Each increment within a category has the following value:

Category	From 1 st April 2019*	From 1 st April 2020*
2 Enhanced	\$4,088	\$4,211
2	\$4,088	\$4,211
3 Enhanced	\$3,202	\$3,299

3	\$3,202	\$3,299
4	\$2,042	\$2,104
5	\$1,636	\$1,686
6	\$1,636	\$1,686
7	\$1,636	\$1,686

These increments will be adjusted at the same rate as the pay increases specified in this agreement.

* Any salary increases will take effect from the start of the employee's first full pay period that falls closest to the dates specified.

10.5 Extended Leave

An employee's date of eligibility for their next increment will be extended by any period of unpaid leave of more than four weeks.

10.6 Changes to Job or Category

- 10.6.1 If an employee's position is reclassified, they will maintain the increment that they have reached.
- 10.6.2 Should an employee be successful in gaining a new position at a higher category and they have at least attained increment B, then their new remuneration will be as per increment B.
- 10.6.3 Increment progression in the new category will then assume the one year's service as the date of commencement in the new role.
- 10.6.4 If an employee changes position but the category at which they are employed remains the same then they will maintain their current pay increment level.
- 10.6.5 If the category at which an employee is employed goes down, then they will maintain their current pay increment level.

CLAUSE 11 - SALARY PACKAGING

OAU seeks to provide employees with the opportunity to participate in flexible remuneration packaging where legislation allows. OAU employees may elect to participate in a salary packaging scheme in accordance with OAU administrative arrangements and be provided with a portion of their base salary as fringe benefits rather than as salary. The salary packaging scheme is optional and available to employees covered by this Agreement, excluding casual employees.

11.1 Legislative Change

In circumstances where the salary packaging system in operation is adversely affected by legislative change, OAU commits to consulting with employees and the ASU on what alternative options or mitigating actions may be possible. However, OAU cannot guarantee that adverse changes to salary packaging can be avoided, reduced or compensated for.

CLAUSE 12 - OUT OF HOURS SUPPORT

12.1 General

On-call duty is defined as rostered Out of Hours Support. There are two types of Out of Hours Support:

1. Employees engaged to be available to respond to urgent situations for **planned activities** like events, appeals, office closures, etc.); and
2. Employees engaged to be available to respond to an urgent situation that may occur at any time or **unplanned activities**, out of normal working hours (e.g. natural disasters).

Out of Hours Support occurs when an employee is engaged to work in response to an urgent situation which cannot wait until normal hours resume.

The following work areas may be engaged to work planned Out of Hours Support:

- Media;
- Technology Services;
- Digital Communications;

- Humanitarian Support Unit; and
- those who will be involved in responding to a humanitarian emergency including but not limited to Oxfam Crisis Management Team (Excluding Directors or Associate Directors).

Employees who may be engaged to work planned Out of Hours Support should have these responsibilities listed in their position description. Position descriptions should list typical events and periods that require coverage. For example - Responsible for being on Out of Hours Support for up to seven events per annum such as Trailwalker, Comedy Gala, June Appeal and December Appeal.

Relevant employees whose role involves responding to humanitarian emergencies should only be considered rostered for planned Out of Hours Support for long weekends and office closures.

The AD People and Culture will approve planned Out of Hours Support arrangements on behalf of the organisation. In exceptional circumstances, the AD People and Culture can approve arrangements outside these provisions. Planned Out of Hours Support rosters and hours worked will be monitored by the Staff Consultative Committee for compliance with this agreement.

The organisation shall provide employees with the necessary tools required for on-call duty.

12.2 Out of Hours Procedure

12.2.1 Response

Employees rostered for Out of Hours Support (planned):

- Must, at all times during the rostered period:
 - be within 30 minutes of work or a computer with network access; and,
 - be contactable and required to carry any relevant documents (e.g. contact lists) at all times; and,
 - be within the Blood Alcohol Content (BAC) driving limit as per legislation; and
- are required to respond.

Employees can choose at their own discretion whether or not to accept an Out of Hours Support (unplanned and so non-rostered) work request.

12.2.2 Rostering

Out of Hours Support (planned) means that an employee shall be available outside normal working hours (8:30am to 5:30pm during business days). To minimise the burden on employees, a number of maximums apply:

- Rosters: the maximum period an employee can be rostered for Out of Hours Support is 7 (seven) days or Friday 5:30pm to Friday 5:30pm with a (minimum) one week break from Out of Hours Support rosters afterwards.
- To reduce the burden on small teams, an employee should only be permitted to be rostered for Out of Hours Support at the maximum period on 13 (thirteen) occasions per annum and;
- Shifts: The maximum continuous shift an employee could be rostered for Out of Hours Support is 63 hours (Friday 5:30pm to Monday 8:30am).
- In the event an employee is required to work while on Out of Hours Support, they should not be expected to report to the office until eight hours after resolving the requirements of the call.

Each maximum operates in concert (i.e. an individual cannot be rostered for any period exceeding 7 consecutive days, and that employee's roster may contain no rostered shift exceeding 63 hours in length).

Employees who are not rostered for Out of Hours Support but are requested to respond to an emergency or unplanned event (i.e. as per 12.2.1 above) have the right to decline. In the event an employee accepts the request to respond to an emergency or unplanned event the Out of Hours Support rates of TOIL and remuneration apply.

12.2.3 Remuneration and TOIL provisions

Employees who are engaged through Out of Hours Support will be remunerated. Employees who are called in to perform work may choose between compensation by remuneration or TOIL.

The Out of Hours Support for weekends applies from 5:30pm Friday through to 8:30am Monday. Public holidays are considered to be from midnight to midnight.

12.2.4 Allowances for Planned Out of Hours Support:

Employees will be remunerated with the following allowances

1. Out of Hours Support Allowance

- Employees will be entitled to a standard Out of Hours Support allowance of \$9 for each hour they are rostered for Out of Hours Support.

- A penalty rate will be applied to the standard Out of Hours Support allowance for weekends (times one and a half) and public holidays (times two).
- The Out of Hours Support allowance is not payable for hours worked in a roster.

2. Call Out Allowance

- Employees will be entitled to a standard Call Out Allowance of \$40 for each occasion they are called out to work.

3. Remuneration

- Where an employee chooses to be remunerated, they will be paid at their standard hourly rate for the total number of hours worked.
- A penalty rate will be applied to their standard hourly rate for weekends (times one and a half) and public holidays (times two).

4. Time Off In Lieu (TOIL)

- Where an employee chooses to be compensated through the accrual of TOIL, they shall be provided with TOIL equal to the total number of hours worked.
- A penalty rate will be applied to their standard hourly rate for weekends (times one and a half) and public holidays (times two).

12.2.5 Recording of Out of Hours Support

Employees will record the hours they were rostered to complete during Out of Hours Support on an approved timesheet or through the usual mechanism for recording TOIL.

12.2.6 Authorisation and requests for Out of Hours Support (non-rostered)

Requests for Out of Hours Support must come from Line Managers, Unit Managers or Section Directors, or authorised person(s) as agreed by the Management Team.

CLAUSE 13 - OVERTIME AND TIME OFF IN LIEU (TOIL)

Overtime is time worked beyond the ordinary hours of work per fortnight stipulated in an employee's employment contract with prior authorisation of OAU. Where practicable authorisation will be made in writing. Where no authorisation is provided by OAU, overtime will not be compensated.

Time off in Lieu (TOIL) is paid time away from work provided to an employee in place of payment for authorised worked overtime.

Full-time employees who are authorised or requested to work overtime will be compensated with the provision of TOIL in accordance with this clause.

Part-time employees who are authorised or requested to work overtime will be compensated with the provision of TOIL or paid overtime in accordance with this clause. The decision to receive compensation via TOIL or paid overtime is at the discretion of the employee. The maximum amount of total hours which can be paid in any one fortnight is 70.

Employees are entitled to reimbursement of expenses involved in working overtime in accordance with Clause 25 (Reimbursement of Expenses).

13.1 TOIL Accrual for travel time

The maximum accrual of TOIL per 24 hours of travel for the purposes of OAU directed travel is 10.5 hours, plus any penalty rates to be applied. For OAU directed travel of 14 hours or less, maximum accrual of TOIL is 7 hours, plus any penalty rates to be applied.

13.2 Rates of Accrual

- 13.2.1 For overtime authorised and worked on a weekday, TOIL or overtime payment will accrue at a ratio of 1 hour TOIL to every 1 hour of overtime worked.
- 13.2.2 For overtime authorised and worked on a weekend, TOIL or overtime payment will accrue at a ratio of 1.5 hours TOIL to every 1 hour of overtime worked.
- 13.2.3 For overtime authorised and worked on a public holiday, TOIL or overtime payment will accrue at a ratio of 2 hours TOIL to every 1 hour of overtime worked.

13.3 Taking of TOIL

Where reasonably practicable, TOIL will be taken within 12 weeks of it being accrued. Any request to take TOIL must be agreed with an employee's line manager but will not be unreasonably refused. TOIL Accruals must be used in advance of using any Annual leave or Long Service leave except where authorised by OAU.

13.4 Direction to take TOIL

OAU may direct an employee to take paid TOIL where;

1. The employee has accrued an excessive amount of TOIL (greater than 70 hours).
2. Accrued TOIL has not been taken within 12 weeks of it being accrued.
3. OAU offices are being shut down for a period.
4. For exceptional operational circumstances.
5. Where an employee has given notice of termination of employment
6. Where an employee under a fixed-term or maximum-term employment arrangement is in the final 4 weeks of their employment contract

Where an employee is required to take leave at least 4 weeks' notice will be given unless another arrangement is mutually agreed between OAU and the employee. This provision will not apply to points 13.4.5 and 13.4.6 above where 1 weeks' notice is required.

13.5 Arrangements on Termination of Employment

On notice of termination of employment, employees will make arrangements with their manager to have their TOIL entitlements taken as part of their notice period. If a TOIL accrual cannot be fully utilised within an employee's notice period it will be paid out on termination of employment.

CLAUSE 14 - HIGHER DUTIES

The provisions in this clause should be read in conjunction with OAU's policy on Higher Duties

Employees should not be expected to undertake tasks which are outside their job description unless agreed in writing or where employees are undertaking higher duties.

Managers are expected to appoint an employee, usually but not always, from their team to act on their behalf if they are absent from work for a day or more.

Managers and employees should discuss any relevant workload concerns caused by acting in higher duties. If necessary, both backfill for the employee's substantive position and the accrual of TOIL for additional hours worked during higher duties should be considered as measures to ensure any extra workload is managed appropriately.

There is no obligation for employees to accept higher duties.

14.1 Higher Duties Allowance

Employees who assume higher duties for a continuous period of more than 1 week will be remunerated at their normal salary plus part of the difference between their current category and the higher category as follows:

- 1 week or less: 0% of difference paid
- Over 1 week and up to 2 weeks: 50% of difference paid
- Over 2 weeks: 100% of difference paid for the entire period they are acting at the higher category

An employee who is doing a higher duties role that is categorised one level above the employee's substantive category of employment will be paid no less than three increment levels across the two categories, for example;

- An employee at Level 3 increment A, B or C doing higher duties at level 3 Enhanced would receive level 3 Enhanced, increment A
- An employee at Level 3, increment D doing higher duties at level 3 Enhanced would receive level 3 Enhanced, increment B
- An employee at Level 3, increment E doing higher duties at level 3 Enhanced would receive level 3 Enhanced, increment C

An employee who is doing a higher duties role that is categorised two levels or more above the employee's substantive category of employment will be paid at Increment A of the higher duties Category

14.2 Higher Duties while on leave

Employees will not be paid higher duties for any period of planned leave that falls within the period of Higher Duties, where the higher duties period is less than two months

Higher duties for periods of two months or longer should attract the higher rate of pay for any leave (Annual leave, Long Service Leave, Study Leave etc.)

Staff on higher duties who take unplanned leave (Personal Leave, Community Service Leave, etc.) will be paid at the higher duties rate.

CLAUSE 15 - GENERAL CONDITIONS OF LEAVE

15.1 Access to Leave

Employees are required to submit the relevant paperwork for the type of leave being utilised or sought.

15.2 Transfer of Leave Entitlements

Leave balances are transferable between OAU and its subsidiaries including Oxfam Trading.

CLAUSE 16 - ANNUAL LEAVE

All employees (except for casual employees) are entitled to paid Annual Leave.

Full-time employees are entitled to 20 days paid annual leave per year. Annual leave accrues progressively throughout the year, and is calculated pro-rata for part-time employees based on their ordinary hours of work.

Annual Leave accumulates when an employee is on any form of paid leave. Annual leave entitlements will not accrue during any period if an employee is absent on unpaid leave. Where an employee is receiving any type of leave at half pay, annual leave will accrue at half their standard accrual rate.

Where reasonably practicable an employee will give OAU at least 1 weeks' notice of their intent to take a period of 4 weeks or less of annual leave. For periods of over 4 weeks of annual leave 10 weeks' notice is required. The approval of an annual leave request is at OAU's discretion, but a request will not be unreasonably denied.

An employee can request to receive their salary for their Annual Leave in advance of taking the leave, provided such a request is made at least 2 weeks in advance.

OAU recognises the importance of employees having periods of rest and Annual leave should be taken within 12 months of it falling due.

OAU may make a request to an employee(s) to take paid annual leave where,

- the employee has accrued an excessive amount of paid annual leave (8 weeks of leave or more)
- OAU offices are being shut down for a period. The period between Christmas and New Year is subject to the conditions of Clause 33 (Office Closure).
- For exceptional operational circumstances.

Where an employee is required to take leave, at least 4 weeks' notice will be given unless another arrangement is mutually agreed between OAU and the employee.

Annual Leave accrued cannot be converted to payment in lieu except upon termination of employment with OAU.

CLAUSE 17 - PURCHASED ANNUAL LEAVE

All employees (except for casual employees) can request to take up to 4 weeks extra annual leave per year in addition to other leave entitlements. Accordingly, their annual salary will be reduced by the equivalent number of weeks taken across the 52-week year, thus ensuring that they receive the same fortnightly pay throughout the year.

The additional leave must be taken within 12 months of commencement of the purchased annual leave arrangement. At the expiry of 12 months, any remaining portion of the additional leave will be paid out.

Approval of a purchased leave agreement is at the discretion of OAU subject to operational considerations, however no requests will be unreasonably denied.

CLAUSE 18 - PERSONAL LEAVE

All employees (except casual employees) are eligible for paid personal leave.

Full-time employees are entitled to 20 days of paid personal leave per year. Personal leave accrues progressively throughout the year and is calculated pro-rata for part-time employees based on ordinary hours of work.

Personal Leave accumulates when an employee is on any form of paid leave. Personal leave entitlements will not accrue during any period if an employee is absent on unpaid leave. Where an employee is receiving any type of leave at half pay, annual leave will accrue at half their standard accrual rate.

Unused personal leave shall accumulate from year to year.

An employee may take the following types of paid personal leave:

- Sick Leave: If they are unfit for work because of their own personal illness or injury (including pregnancy-related illness).
- Carers Leave: 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.
- Medical Appointment Leave: To attend a medical appointment. It is expected wherever possible, employees schedule non-urgent medical appointments outside of normal hours of work.
- Cultural Leave: In accordance with clause 18.1 (Cultural Leave_

If an employee is unable to attend work for unforeseen circumstances or illness, they should inform their line manager as early as practicable prior to their normal start time.

18.1 Cultural Leave

Employees are able to use Personal Leave entitlements to take up to 5 days of paid Cultural Leave per financial year.

OAU acknowledges the importance of customary and cultural obligations for Aboriginal and Torres Strait Islander employees, as well as for employees from various cultural and religious beliefs.

OAU therefore acknowledges a broader definition of family to encompass kinship obligations for personal leave for customary and cultural purposes.

Cultural leave may be taken for the following purposes

- observance of religious or culturally significant days/events;
- Aboriginal and Torres Strait Islander employees to participate in ceremonial or cultural activities; or
- attending a ceremony of religious or cultural significance which involves a family member;

18.2 Termination

There is no entitlement to have unused personal leave or cultural leave paid out on termination.

18.3 Records and Evidence

A medical certificate, statutory declaration or evidence of carer's appointment must be provided on request when:

- 3 or more consecutive sick or carer's days are taken.
- Personal leave for sickness or carer responsibilities has been taken previously on more than 3 occasions for less than 3 days in the last 12 months.
- Personal leave for sickness or carer responsibilities is being sought when an employee is on annual or other leave.

CLAUSE 19 - COMMUNITY SERVICE LEAVE

All employees are entitled to take community service leave while they are engaged in community service activities, and for reasonable travel and rest time. There is no limit on the amount of community service leave an employee can take.

Employees, including casual employees, can take community service leave for activities such as:

- voluntary emergency management activities
- jury service (including attendance for jury selection).

With the exception of jury service, community service leave is unpaid.

The rate of pay for employees attending jury service will be their normal rate of pay less any payment received from the courts for undertaking jury service.

An employee who takes community service leave must give OAU:

- notice of the absence as soon as reasonably practicable (this may be after the leave starts); and

- the period or expected period of absence.

OAU may request an employee who has given notice, to provide evidence that they're undertaking community service activities.

CLAUSE 20 - COMPASSIONATE LEAVE

All employees (except casual employees) are entitled to 5 days of paid compassionate leave on the occasion that a member of their immediate family or household has sustained a life-threatening illness or injury, or after the death of a member of the employee's immediate family or household.

Notwithstanding the above, at the discretion of an employee's line manager, leave may be provided where a person of significance to an employee has died or has become seriously ill.

An employee may take compassionate leave for each occasion as:

- a single continuous five-day period; or
- five separate periods of one day each; or
- any separate periods to which the employee and OAU agree.

CLAUSE 21 - LONG SERVICE LEAVE

Long service leave (LSL) is an entitlement for employees who have worked continuously with OAU for 5 years, or worked continuously with OAU for periods accumulating to 5 years, provided that any gap in service does not exceed the intervals outlined in 7 (Continuity of Service), excepting that payment on termination of employment is governed by Clause 21.3.

21.1 Long Service Leave Entitlement

LSL will accrue at 1.5 weeks per annum. The full LSL entitlement is 7.5 weeks on full pay or 15 weeks on half pay accumulated on the basis of 5 years continuous service at full-time hours.

- 21.1.1 LSL is calculated on a pro-rata basis for part-time and casual employees.
- 21.1.2 LSL will continue to accrue while employees are on any other type of leave, including unpaid leave.
- 21.1.3 For the avoidance of doubt any inconsistencies or discrepancies between this Agreement and the Victorian Long Service Leave Act 2018 where the Act provides for a more generous entitlement than the provisions contained in this Agreement then the more beneficial provisions of the Act will apply in addition to this Agreement.
- 21.1.4 In the event that long service leave provisions and or entitlements for employees employed outside of Victoria contain a more generous provision than those contained in this Agreement, or the Victorian Long Service Leave Act 2018 then those provisions and or entitlements will apply to those employees in the State in which they are employed.

21.2 Taking of Long Service Leave

Employees are eligible to take LSL after 5 years of continuous service.

Where reasonably practicable an employee will give OAU at least 1 weeks' notice of their intent to take a period of 4 weeks or less of long service leave. For periods of over 4 weeks of long service leave 10 weeks' notice is required. The approval of a long service leave request is at OAU's discretion, but a request will not be unreasonably denied.

An employee may take LSL at full-pay or half-pay.

21.3 Payment on Termination of Employment

Employees who have at least 7 years' service are entitled to receive payment for accrued LSL entitlements on termination of employment for any reason.

Employees who have at least 5 years' service but less than 7 years' service, are entitled to receive payment for accrued LSL entitlements on termination only in the following circumstances:

- Termination by the employee on account of illness or incapacity, with evidence provided by a qualified medical practitioner.
- Termination by OAU for any reason other than serious and wilful misconduct.

Employees who have less than 5 years' service have no entitlement for payment in lieu of Long Service Leave on termination of employment.

CLAUSE 22 - PUBLIC HOLIDAYS

Employees who ordinarily work on the day on which a public holiday falls are entitled to take the holiday without loss of pay.

Employees are entitled to all state and federal public holidays as proclaimed or gazetted by State or Territory governments. Employees are entitled to public holidays gazetted in the state in which they normally work, as opposed to where they are working on the day of the public holiday.

22.1 Interaction with Other Leave

Any public holiday hours falling during a period of annual leave or personal leave will be counted as public holiday hours and not be deducted from the employee's annual leave or personal leave balance.

Leave entitlements continue to be deducted during a period of Long Service Leave, Parental Leave or Leave Without Pay when a Public Holiday occurs during that period.

CLAUSE 23 - PARENTAL LEAVE

The parental leave provisions below are additional to any paid entitlements provided by the Australian Government.

23.1 Leave for Primary Parent and Co-Parent

23.1.1 Eligibility for Parental Leave

The provisions of this clause apply to:

- Full-time and part-time employees.
- Employees on fixed-term or maximum-term employment contracts.
- Eligible casual employees.
- Eligibility for parental leave applies during the first two years after a child's birth or adoption.

Parental leave is associated with:

- The birth of a child of the employee or the employee's spouse, or
- The placement of a child with the employee for adoption.

These provisions will continue to apply in the case of still-birth or infant death

23.1.2 Definitions

Primary care giver	the individual with the sole responsibility for providing care to the child within the family home during normal business hours
Co-parent	an employee who is not the primary care giver of the child
Spouse	includes a former or current spouse or de facto partner, who lives with or has lived with the employee
Eligible casual employee	<p>A casual employee:</p> <ul style="list-style-type: none"> • who has been employed on a regular and systematic basis for a sequence of periods over the last twelve (12) months; and • had it not been for the birth (or expected birth) or adoption (or expected adoption) of a child, they would have a reasonable expectation of continuing employment by the employer on a regular and systematic basis

23.1.3 Parental Leave Requirements

Employees who are entitled to parental leave must:

- Inform their OAU of their intention to take parental leave by giving at least ten (10) weeks written notice of the expected birth date or intention to adopt (unless it is not possible to do so).
- Provide a certificate from a registered medical practitioner stating that the employee, or the employee's spouse is pregnant and the expected date of birth or
- For an employee who is adopting a child, provide a statutory declaration stating the expected date of adoption.
- Provide at least four weeks' notice before they intend to take parental leave (unless it is not possible to do so), confirming their start and end dates for leave.
- Unless agreed otherwise between the pregnant employee and OAU, an employee will commence parental leave 6 weeks before the expected date of birth.
- Where a pregnant employee continues to work within the six (6) week period immediately prior to the expected date of birth, or within 6 weeks after the birth of the child, OAU may require the employee provide a medical statement confirming the employee is fit to work their normal duties.

23.1.4 Unpaid Parental Leave

Employees are entitled to take up to 52 weeks unpaid parental leave if they are:

- An eligible casual employee;
- A full-time or part-time employee who is the primary caregiver; or,
- A co-parent employee.

An employee on a fixed-term or maximum-term employment contract who has less than twelve (12) months continuous service is entitled to up to 52 weeks unpaid parental leave or unpaid parental leave to the end of their contract, whichever comes first.

23.1.5 Additional Leave

Employees can request an additional 52 weeks of unpaid parental leave by seeking approval from the AD People and Culture. Such a request will not be unreasonably refused.

Employees can also use their annual leave or any long service leave entitlements during this period of leave.

23.1.6 Rate of Pay

An employee's rate of pay while on paid parental leave will be calculated at either; their current hours of work, or an average of their hours of work over the past 12 months, whichever is greater.

23.1.7 Backfilling Parental Leave

Prior to an employee being specifically engaged or temporarily promoted or transferred as a result of backfilling parental leave, OAU will inform that person of the temporary nature of employment and of the rights of the employee who is on parental leave.

23.2 Leave for Primary Parent

23.2.1 Paid Parental Leave

Twelve (12) weeks paid parental leave is available to employees who are the primary care giver of the child and:

- Full-time or part-time employees who have a minimum of twelve months continuous service. If the employee has taken paid parental leave for another child, the employee has returned to work for a period of twelve months.
- Employees on a fixed-term or maximum-term employment contract who have more than twelve months continuous service are entitled to paid parental leave of up to 12 weeks, or to the end of their contract, whichever comes first.

Employees who are entitled to paid parental leave as per 23.2.1 are also entitled to a further 6 weeks paid parental leave benefit for their use in accordance with their needs in the following areas:

- Extend the 12 weeks paid parental leave to 18 weeks;
- Convert the parental leave benefit into a lump sum superannuation payment;
- Convert the parental leave benefit to make up additional paid work hours/days when returning to work part-time from parental leave. This can be used to facilitate childcare and breastfeeding needs.

Employees who are eligible for paid parental leave are eligible for up to 52 weeks of paid and unpaid parental leave. This can be taken in one or two continuous blocks during the first two years from the birth or adoption of the child.

23.2.2 Keeping in Touch

OAU will support employees on Parental Leave and their line manager to keep in touch so to facilitate a smooth return to work. Employees who are invited to attend the workplace before their return to work date will be paid for this time to a maximum of 10 days.

23.2.3 Return to Work Part-Time from Parental Leave

Employees are entitled to request to return to work from parental leave on a part-time basis. All requests will be considered in accordance with Clause 35 (Flexible Working Arrangements), and no reasonably practicable requests will be refused.

23.2.4 Return to Work in a Lower Classification Position

Where an employee requests to return at their volition to a lower classification than their parental leave classification, the employee will receive all entitlements paid at the lower level classification for the duration of their occupancy of that position. Where such an arrangement is implemented, the employee is entitled to return to their substantive position at a mutually agreed date.

23.3 Leave for Co-Parent

23.3.1 Paid Co-Parenting Leave

Employees who are not the primary care giver of their child, and whose spouse has planned or is currently on parental leave, may be eligible for 6 weeks paid co-parenting leave after the adoption or birth of their child. To be eligible an employee must:

- Be a full-time or part-time employee with greater than twelve (12) months continuous service, and
- Meet the eligibility requirements listed in 23.1.1 and/or 23.1.4, and
- Be taking the leave to assist with the care of their child within 2 years of birth or adoption.

Paid co-parenting leave must be taken in one or two continuous periods or on a regular weekly basis where this is operationally viable (e.g. every Friday for 30 weeks, or Mondays & Fridays for 15 weeks etc.). Employees who are eligible to paid co-parenting leave are eligible for a total of up to 52 weeks of paid and unpaid parental leave.

CLAUSE 24 - HUMANITARIAN LEAVE

OAU recognises that during deployment for humanitarian emergencies, employees will be required to work in excess of their ordinary hours to meet the requirements of the response. Employees who are deployed are entitled to the following:

- For deployment up to 2 weeks duration: 5 days paid humanitarian leave
- For deployment up to 4 weeks duration: 8 days paid humanitarian leave
- For deployment up to 6 weeks duration: 10 days paid humanitarian leave

Managers and employees are required to ensure Humanitarian Leave commences within 4 weeks of returning from deployment. TOIL will not be approved or accrued during an employee's deployment.

Where employees are deployed in excess of 6 weeks, the rest and recovery policy in country will apply. Notwithstanding any time taken off in country, the 10 days humanitarian leave will still apply upon the end of their deployment. In the absence of a rest and recovery policy in country, employees deployed in excess of 6 weeks will be able to access 15 days humanitarian leave at the end of their deployment.

This clause does not apply to Humanitarian employees as part of the Oxfam International Global Humanitarian Unit due to their high mobility. Leave provisions for these employees are set out in their employment contract.

CLAUSE 25 - REIMBURSEMENT OF EXPENSES

25.1 General Expenses

All reasonable workplace related expenses incurred by an employee, will be reimbursed by OAU upon submission of receipts or other acceptable documentation. Approval must be sought prior to making any purchases.

25.2 Motor Vehicles

Reimbursement of motor vehicle costs incurred by an employee for using his/her private motor vehicle will be provided on the basis that no OAU vehicle is available for the purpose of completing work related duties. Authorisation from an employee's line manager must be obtained prior to the use of private vehicles. Use of a private motor vehicle for work purposes will be reimbursed at the rates per business kilometre specified by the Australia Taxation Office. All claims for reimbursement of expenses must be made and authorised on an expense claim form.

25.3 Meals

Reimbursement of meal expenses incurred during periods of approved overtime will be paid upon submission of receipts, to a maximum amount of \$20 per meal.

25.4 Child Care

OAU will reimburse additional child care expenses incurred by employees as a direct result of travelling overseas or away from home within Australia or for approved overtime. The maximum reimbursement under normal circumstances will be \$1,500 per year. Reimbursement amounts paid to employees in excess of \$1,500 per year may be approved by the AD People and Culture in exceptional circumstances.

CLAUSE 26 - RECRUITMENT AND SELECTION

OAU is committed to equitable and transparent recruitment and selection processes, aiming to select the best person for the job having regard for their experience, skills, qualifications and capacity to undertake the job. With a focus on retaining skilled employees and a genuine commitment to promoting career development opportunities, OAU will endeavour to recruit internally for both short- and long-term appointments wherever possible.

All positions will require a position description (PD). Managers are responsible for ensuring there is a current and accurate PD for all positions under their direct line management.

In accordance with OAU's commitment to workplace diversity, exemptions may be sought from relevant Equal Employment Opportunity principles and Anti-Discrimination legislation for the purpose of recruiting a designated diversity group.

Job vacancies will generally be advertised to ensure a competitive recruitment process and equal access to employment opportunities with OAU. All advertised positions must, at a minimum, be advertised internally. The recommendation to advertise externally is at the discretion of the hiring manager, based on People and Culture advice.

Direct appointments may be approved for up to 1 month by the hiring manager and 6 months by the AD People and Culture. Direct appointments beyond 6 months or permanently may be approved by the AD People and Culture in exceptional circumstances.

The responsibilities and procedures for recruitment and selection will be clearly set out in the relevant policy which will be available at all OAU offices. This policy does not, however, form part of this Agreement.

CLAUSE 27 - JOB SHARING

Job sharing refers to the appointment of two or more people to one position. It is a work flexibility arrangement whereby the duties and responsibilities of one position are shared between two or more employees.

Job share is an option for all positions. A manager may provide reasonable grounds to support the position that the job is not suitable for job share and a decision on the basis of these grounds will be made by OAU

All requests by an employee to commence job sharing arrangements will be considered on a case-by-case basis and approved at the discretion of OAU. No request by employees to commence job sharing arrangements will be denied if job sharing is reasonably practicable.

CLAUSE 28 - PROBATION

Unless otherwise stated in the employment contract, new employees are subject to the successful completion of a probation period. For permanent employees and employees undertaking a maximum-term or fixed-term contract of 12 months or more, the probation period will be 6 months; and for employees undertaking a maximum-term or fixed-term contract of under 12 months, the probation period will be 3 months. Both the employee and the manager have a responsibility to ensure that during the probation period they meet regularly to discuss the performance of the employee. At the commencement of probation, managers have a responsibility to set probation outcomes and monitor the employee during probation, while providing the necessary support.

Throughout the probation period if the employee is not meeting the expectations of the role the employee will be provided with the necessary details (training and guidance) to rectify. There will be at least two performance reviews during an employee's probation period, one at three months and one at two weeks prior to the end of the probation period. For employees on 3 months' probation only one review shall be required. This will take place two weeks prior to the end of the probation period.

At any time following the first probationary review and before the end of the probationary period, if OAU is not satisfied with the performance of the employee, it may terminate the employment relationship with two weeks' notice, subject to the approval of the AD People and Culture. Employees who are terminated for serious misconduct will not be entitled to any notice.

At the satisfactory completion of a probation period employees will receive confirmation in writing.

CLAUSE 29 - EMPLOYMENT TYPE

29.1 Definitions

Full-time Employees	<ul style="list-style-type: none">Are employed for 35 hours per week (or an average of 35 hours per week in accordance with Clause 35 – Flexible Working Arrangements.)
Part-time Employees	<ul style="list-style-type: none">Are employed for an agreed number of hours that is fewer than 35 hours per week.Have reasonably predictable hours of work.The terms of this agreement will apply to part-time employees on a pro rata basis, on the basis that the ordinary weekly hours of work for full-time employees are 35 hours. Nothing in this agreement precludes an employee from holding more than one part-time contract with OAU, provided that the total sum of ordinary weekly hours in these contracts is not more than 35 hours per week.
Casual Employees	<ul style="list-style-type: none">Are employed as required on an hourly basis for not less than 3 hours on any single occasion.

29.2 Permanent Employees

- Are employed on an on-going basis
- May be employed on a full-time or part-time basis

29.3 Fixed-Term Employees

- Are employed for the period of time as defined in their employment contract
- May be employed on a full-time or part-time basis
- Conditions are the same as the general terms and conditions for permanent employees at OAU except there is no entitlement to redundancy

29.4 Maximum-Term Employees

- Are employed for a maximum period of time as defined in their employment contract
- May be employed on a full-time or part-time basis
- A maximum-term employment contract can be terminated at any time, before the end date specified in the employment contract, in accordance with the employee's employment contract. Otherwise, the employment contract will terminate when it reaches the maximum-term end date specified in the employment contract
- If the employment contract is terminated before it reaches the maximum-term end date specified, employees will not be entitled to be paid what they would have received if the contract had continued to full term
- Conditions are the same as the general terms and conditions for permanent employees at OAU except:
 - there is no entitlement to redundancy, and, the notice period in the case of early termination is increased to 6 weeks except in cases of termination by summary dismissal.

Note: Permanent employment is OAU's preferred type of employment. Where contracts are used, the most secure form of employment practicable in the circumstances will be used.

CLAUSE 30 - CASUAL EMPLOYMENT

- Are employed on a casual basis, typically to fill short term vacancies or fluctuating workloads
- Conditions are the same as the general terms and conditions for permanent employees at OAU except:
 - Leave entitlements
 - Regular hours of work
 - Notice of termination of employment
 - Redundancy pay
- Instead, a salary loading of 25% is paid in lieu of these entitlements.

OAU will endeavour, wherever possible, to provide casual employees with two weeks' notice of rosters, so to provide individuals with the opportunity to make decisions and manage their time accordingly.

30.1 Minimum Shift Lengths

The minimum shift length for a casual employee is 3 hours.

30.2 Cancellation of Casual Shifts

OAU will take all reasonable steps to ensure the employee will be provided with more than 3 hours' notice of a change or cancellation of a casual shift.

Where a casual employee is given less than 3 hours' notice from the rostered start time of a cancelled shift, they will receive 3 hours pay at their normal rate of pay.

30.3 Conversion to Permanent status

Casual employees who have worked continuously in the same substantive position for twelve (12) months or more are eligible to request a conversion to a permanent contract. The section director will approve this conversion unless there are operational issues that will affect the ongoing viability of the position.

CLAUSE 31 - SECURITY OF EMPLOYMENT

OAU is committed to the employment of permanent employees in order to attract and retain a high calibre workforce, and recognises the need for ongoing job security. OAU therefore will only offer fixed-term or maximum-term contracts in lieu of permanent contracts in limited circumstances.

When an employee is engaged on a fixed-term or maximum-term basis, OAU will endeavour to avoid a series of short-term contracts and make the contract period match the duration of the work.

An employee engaged continuously, without any break in service, via a fixed-term or maximum-term contract in the same substantive position will be eligible for permanent employment at the end of the;

- 48th month of employment for employees engaged in a role that is 90% or more externally funded.
- 36th month of employment for employees engaged to backfill a permanent employee.
- 24th month of employment in all other circumstances.

This provision does not apply to overseas residents employed on temporary visas.

All employees, including casuals, have the right to seek a review of their contract status from their manager. If an employee is dissatisfied with the decision of their manager, they may appeal to the Director of Corporate Services at any time during their contracted period.

CLAUSE 32 - HOURS OF WORK

32.1 Office Hours and Hours of Employment

Office hours are 8:30am to 5:30pm Monday to Friday although actual working hours may be varied by mutual agreement with the line manager.

32.2 Lunch Breaks

Employees are entitled to take a lunch break of up to one hour per day. A minimum break of 30 minutes must be taken following five (5) hours of continuous work. Lunch breaks do not count as time worked and may be rostered by the line manager in agreement with employees.

CLAUSE 33 - OFFICE CLOSURE

At OAU's discretion, some or all Australian offices may be closed during the Christmas/New Year period. To allow sufficient work and personal planning, OAU will endeavour to make this decision no later than 6 months prior to the closure.

Should OAU close offices the following shall apply for all employees affected:

- Public holidays remain non-working days (Christmas Day, Boxing Day, New Year's Day) on the gazetted day.
- OAU will give consideration to splitting the remaining working days during the period OAU requires closure between annual leave days (deducted from an employee's annual leave balance) and grace days (which do not affect an employee's leave balance) in a ratio agreed with the SCC prior to deciding on an office closure.
- For full-time employees all working days during this period will be counted as above, and for part-time employees the split will be pro-rated.
- Where employees do not have sufficient annual leave accrued to cover an office closure, the employee's line manager may approve use of TOIL or leave without pay instead

OAU will ensure that all non-urgent work ceases during office closures.

33.1 Out of Hours support during Office Closure

An employee will not be expected to take annual leave during a period of office closure if they are rostered to provide out of hours support.

In accordance with Clause 12 -(Out of Hours Support) of this agreement, all out of hours support (rostered and unrostered) on weekdays during a shutdown period will be treated as weekend work. There is no change to public holiday conditions.

CLAUSE 34 - INDIVIDUAL FLEXIBILITY ARRANGEMENT

34.1 Agreeing to make an Individual Flexibility Arrangement

OAU and any employee covered by this agreement may agree to make an individual flexibility arrangement (IFA) to vary the effect of terms of the agreement if:

- the arrangement deals with Clause 32 (Hours of Work)
- the arrangement meets the genuine needs of the employer and employee in relation to one or more of the matters mentioned in Clause 32 (Hours of Work), and,
- the arrangement is genuinely agreed to by both the employer and the employee.

34.2 Terms of the Individual Flexibility Arrangement

OAU will ensure that the terms of the IFA:

- are about permitted matters under section 172 of the Fair Work Act 2009; and
- are not unlawful terms under section 194 of the Fair Work Act 2009;
- and must result in the employee being better off overall than the employee would be if no arrangement was made.

34.3 The Individual Flexibility Arrangement must be in writing

OAU will ensure that any Individual Flexibility Agreement is in writing and includes both OAU's name and that of the employee.

Neither party to an IFA will use any form of coercion or pressure when seeking to enter into or terminate an individual flexibility arrangement.

Both OAU and the employee will signify their agreement to the arrangement in writing. If the employee is under 18 years of age, the agreement will be signed by a parent or guardian of the employee.

The IFA will include details of:

- the terms of the enterprise agreement that will be varied by the arrangement; and
- how the arrangement will vary the effect of the terms; and

- 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
- the date on which the arrangement is deemed to commence

OAU will provide the employee with a copy of the IFA within fourteen (14) days of its agreement.

OAU will ensure that employees who are considering entering into a flexibility arrangement have read this clause and understand their rights in relation to flexibility arrangements entered into.

34.4 Termination of the Individual Flexibility Arrangement

Either OAU or the employee may terminate the Individual Flexibility Arrangement, either by:

- giving no more than twenty eight (28) days written notice to the other party to the arrangement; or
- written agreement by both OAU and the employee at any time.

CLAUSE 35 - FLEXIBLE WORKING ARRANGEMENTS

Flexible working arrangements benefit employees and the organisation, and OAU is committed to facilitating these arrangements.

Common arrangements include:

- Flexible hours of work
- Flexible days of work
- Flexible patterns of work
- Flexible locations of work

These and other arrangements can be implemented by mutual agreement between employees and their line manager.

CLAUSE 36 - ACCRUED DAY OFF

All employees may request to undertake a form of workplace flexibility whereby they work their required 140 hours over a 4-week period over a lesser period than 20 days (eg. Working 140 hours over 19 days, and taking the 20th day off).

Approval of this arrangement is at the discretion of OAU; however, any request will not be unreasonably denied. Hours of work and the rostering of the accrued day off shall be determined on agreement between Oxfam and the Employee.

The accrued day(s) off must be taken in the 4-week period in which it was earned.

Part-time employees may request to undertake this arrangement on a pro-rata basis.

CLAUSE 37 - CONTINUITY OF SERVICE

Continuity of service will be calculated from the commencement date of an employee's work with OAU.

In all circumstances continuity of service will be maintained provided that there has not been a period of more than 6 months (for employees who resign) or 12 months (for employees whose termination is initiated by OAU through expiration of a contract or other means) between periods of employment. In circumstances where these intervals between periods of employment are exceeded, the person will be deemed to be a new employee for all purposes.

Continuity of service will be maintained where employees are engaged by OAU and its subsidiaries outside of this agreement (including but not limited to Oxfam Australia Trading and Senior Leadership contracts), and entitlements will be transferred or paid out on transfer as detailed in the employment contract.

If an employee who was previously employed under this agreement is then employed by another Oxfam affiliate or other entity within the Oxfam Confederation and subsequently resumes employment with OAU, their continuity of service with OAU will not be broken provided that the intervals between employment with OAU and employment with the Oxfam affiliate specified above are not exceeded.

Entitlements to long service leave and annual leave do not continue to accrue during service with an Oxfam affiliate however, subject to the time limits noted in paragraph 2 above, service with an Oxfam affiliate does not otherwise affect continuity of service.

CLAUSE 38 - REDEPLOYMENT AND REDUNDANCY

38.1 Cost Saving Considerations: Redundancy

Should major workplace change with an objective of cost saving be undertaken within the provisions of 53 (Major Workplace Change and Consultation), OAU will consider reasonable cost saving measures before declaring positions redundant.

In the case that the need to reduce costs is demonstrated, and both parties agree that the need is unavoidable, the parties jointly recognise that preferred options include:

- Freezing the recruitment of new employees, with exemptions only on a case-by-case examination due to demonstrated need;
- Reorganising, on an agreed basis, the work of departments, offices or branches so as to focus on priority areas, and to downgrade commitment in areas not so identified;
- Focussing on agreed priority areas which will ensure the long-term viability of OAU, its activities and its employees;
- Exhausting all reasonable alternatives, including the reduction of senior management's costs as a model for cost reduction across the organisation.

38.2 Notification of Redundancy

Should major workplace change undertaken within the provisions of Clause 53 (Major Workplace Change and Consultation), result in a position or positions being redundant, affected employees will be notified.

38.3 Redeployment

Employees whose positions have been made redundant via a process of major workplace change as per Clause 53 (Major Workplace Change and Consultation), will be eligible for redeployment to:

- A position that is available at the employee's existing category level, where OAU considers the employee has the necessary skills to fill the position, or can acquire the skills through training within a reasonable timeframe; or,
- A position that is available at a lower category level than their substantive position, where the employee concerned is willing to accept this position and OAU considers the employee has the necessary skills to fill the position, or can acquire the skills through training within a reasonable timeframe as determined by OAU.

A three-month review period will apply to all employees redeployed to a new position, at the end of which OAU will have the right to terminate employment on the grounds of redundancy, if required. If, at any time during the first three months following redeployment, an employee considers the new position to be unsuitable, they may resign and will be entitled to full redundancy entitlements. Normal termination of employment notice periods will apply.

If redeployment requires the employee to relocate interstate or overseas, the employee will be entitled to the full entitlement outlined in the Relocation Policy.

38.3.1 Salary Maintenance

If an employee accepts a position at a lower category, their salary will be maintained for a period of 12 months from the date of redeployment. Employees receiving salary maintenance will not receive any salary increases, including annual increases provided under clause 10.2 (Salary Increases) and incremental pay increases provided under clause 10.4 (Pay Increments)

38.4 Redundancy Entitlements

Should a suitable redeployment opportunity not be identified and, subject to the employee's employment not having been terminated earlier, the redundancy payment will be made in accordance with the following schedule, noting that all payments will be pro-rated for part-time employees:

- A lump sum payment of eight weeks' salary; and
- Two weeks of salary per completed years of service for the first ten years; and
- Three weeks of salary per completed years of service after ten years; and
- A further four weeks of salary if the person is aged 45 or over.

OAU will provide all employees who are eligible for redundancy payment, with access to the following:

- At least one day per week to pursue alternative work or career opportunities; and,
- Access to the Employee Assistance Program; and,
- Financial counselling and investment advice; and,
- OAU may agree to support measures including outplacement counselling for persons aged 45 years or older.

Where an employee's permanent position is made redundant and the employee then accepts a fixed-term or maximum-term contract with OAU, the employee is to retain entitlements in relation to redundancy as accrued in the course of their permanent role. The employee's existing entitlements in relation to redundancy will then be added to and continue to accrue at the normal rate throughout the duration of the subsequent fixed-term or maximum-term contract.

These entitlements will then be provided to the employee at the expiry or termination of the fixed-term or maximum-term contract, provided the contract is not terminated for serious misconduct.

38.5 Notice of Termination of Employment on Grounds of Redundancy

Notice periods will be in line with Clause 45 (Termination of Employment) of this agreement.

OAU reserves the right to pay an employee in lieu of notice, at the full rate of pay, for at least the hours the employee would have worked had the employment continued until the end of the minimum period of notice.

38.6 Voluntary Redundancy

A call for expressions of interest for voluntary redundancy will be considered as a measure to avoid compulsory redundancies, as per 53 (Major Workplace Change and Consultation). Such a call may be open to the whole of the agency or identified groups, for a period of four weeks.

All expressions of interest will be treated in the strictest of confidence and may be withdrawn at any time before the closing date. All expressions of interest for voluntary redundancy will be considered, however OAU reserves the right not to accept an expression of interest.

If an expression of interest for voluntary redundancy is approved, the employee's position cannot be advertised within the next twelve months without reasonable business grounds.

Employees whose employment has been terminated on the ground of voluntary redundancy will not be eligible for employment with OAU, its affiliates or subsidiaries for a period of twelve months from the date of termination.

CLAUSE 39 - LEARNING AND DEVELOPMENT ENTITLEMENTS

OAU will provide relevant learning and development opportunities for employees to maintain the skills and knowledge required for successful performance of roles. Accordingly, OAU is committed to providing effective technical and professional development for all employees.

All employees are required to participate in the agency's induction program and any training that is essential for employees to carry out their duties as outlined in their position description.

OAU recognises that external learning provides employees with opportunities to build skills and knowledge that mutually benefit Oxfam and the employee's professional development goals.

39.1 Higher Education and Vocational Training

Higher education is defined as a course of study falling within the Australian Qualifications Framework (AQF), which results in an academic or vocational qualification awarded by an accredited tertiary education institution. Vocational training is defined as study that results in an industry recognised certification.

OAU offers support for external higher education and vocational training by providing study leave and/or financial support. Higher education or Vocational training for which financial support and/or study leave is requested must be relevant to the employee's role and approved as such by their line manager prior to commencement.

39.1.1 Financial Support for Approved Higher and Vocational Education

OAU may provide financial support comprising 50% of the academic fees for each unit of study, up to a maximum of \$1,500 per calendar year. Fees will be reimbursed upon successful completion of the unit of study, and the provision of evidence e.g. transcripts, certificates of attainment etc.

39.1.2 Study Leave for Approved Higher Education

Study leave refers to time taken by an employee to attend learning or assessment events that are a requirement of the course. It is generally expected that employees will attend the activity in their own time. Up to 35 hours per semester may be taken, prorated based on the employee's ordinary hours of work.

Approval of leave is at the discretion of the employee's line manager subject to operational considerations, and may require the employee to provide an overview of the activity from the institution.

Employees may request flexible working hours to accommodate classes but it will be expected these are within ordinary hours and not accrued as TOIL.

39.2 Professional Development Leave

OAU is committed to providing support to assist employees to improve work performance and an individual's professional development.

After the completion of 3 years employment with OAU employees are entitled to apply for up to 5 days Professional Development Leave.

Professional Development Leave is aimed at providing OAU employees with the opportunity for professional development which falls outside of the regular Learning and Development and Higher Education entitlements. Examples of activities relevant for Professional Development leave may include, but are not limited to: attendance at seminars, conferences or short courses, volunteering with another organisation, visiting aid programs in Australia or Overseas.

The application process for this leave requires the employee to provide a Terms of Reference or Business case and attach relevant supporting documents. The granting of this leave is at the discretion of the line manager and must be obtained prior to commencing leave. Further Professional Development Leave may be applied for 3 years after the completion of the previous leave. Such leave is not cumulative and is not paid out on termination.

Upon return from the leave the employee may be required to provide an overview or presentation of what was learned to their manager or team or the wider organization depending on the relevance.

CLAUSE 40 - BREASTFEEDING

OAU recognises the importance of breastfeeding for both mother and baby and supports women who choose to breastfeed.

Employees who are breastfeeding may request flexible work options with their line manager. All requests will be considered and will not be unreasonably denied

40.1 Lactation Breaks

Employees who are breastfeeding are entitled to two 30-minute lactation breaks during the normal workday. Lactation breaks are taken during paid work time, in addition to lunch breaks.

CLAUSE 41 - DISCRIMINATION AND HARASSMENT

All employees and volunteers at OAU are entitled to work in an environment free from harassment and all forms of intimidation, threat and humiliation including sexual harassment.

Discrimination and harassment will not be tolerated under any circumstances.

OAU aims to:

- create a working environment which is free from discrimination and harassment and where all employees are treated with dignity, courtesy and respect
- implement training and awareness raising strategies to ensure that all employees know their rights and responsibilities
- provide an effective procedure for complaints based on the principles of natural justice
- treat all complaints in a sensitive, fair, timely and confidential manner
- guarantee protection from any victimisation or reprisals
- encourage the reporting of behaviour which breaches the discrimination and harassment policy
- promote appropriate standards of conduct at all times.

OAU's Workplace Behaviours policies will be made available to all employees and should be communicated during induction and probation, unit meetings, training sessions and day to day activities.

All managers and supervisors are accountable for implementation of the policies.

Any employee or volunteer who believes they have been the subject of harassment should bring the matter to the immediate attention of their Section Director and/or the AD People and Culture who will investigate all complaints.

CLAUSE 42 - DOMESTIC AND FAMILY VIOLENCE

42.1 General Principle

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

that experience domestic and family violence. Oxfam will maintain a comprehensive policy, process and guidelines on Domestic and Family Violence, which should be read in conjunction with this clause.

42.2 Definition of Family Violence

Domestic and Family violence is defined as any violent, threatening or other abusive behaviour by a person against a member of the person's family or household (current or former). This definition under the Victorian Act includes behaviour that:

- a) is physically or sexually abusive; or
- b) is emotionally or psychologically abusive; or
- c) is economically abusive; or
- d) is threatening; or
- e) is coercive; or
- f) in any other way controls or dominates the family or household member and causes that person to feel fear for their safety or wellbeing or that of another person; or
- g) causes a child to hear or witness, or otherwise be exposed to the effects of, such behaviour.
- h) Or any other behaviour defined by the Act

42.3 Domestic and Family Violence Leave

An employee experiencing domestic and family violence or an employee supporting a person experiencing domestic and family violence will have access to 10 paid days of domestic and family violence (DFV) leave per annum, granted to them at the commencement of their employment and every 12 months thereafter.

- 42.3.1 DFV Leave does not accrue year on year, and, is not paid out at termination of employment.
- 42.3.2 Additional DFV Leave in addition to existing DFV leave entitlements may be approved at the discretion of OAU.
- 42.3.3 Domestic and Family Violence Leave may be taken as consecutive, single or part days.
- 42.3.4 If the Domestic and Family Violence Leave entitlement has been exhausted and OAU make the decision not to grant additional DFV leave an employee can utilise accrued personal leave including but not limited to; sick leave, annual leave TOIL, long service leave for the purpose of domestic and family violence related matters as are defined in Clause 40.
- 42.3.5 Domestic and Family Violence leave can be used for;
 - I. Attending, or accompanying someone to, legal proceedings, counselling, appointments with a medical or legal practitioner
 - II. Relocation or other safety arrangements
 - III. Caring for the children or dependants of someone experiencing domestic and family violence
 - IV. Other activities associated with domestic and family violence

42.4 Notice, Notification and evidence

An employee should notify their manager as soon as reasonable practicable of their intention to take domestic and family violence leave. Proof of domestic and family violence may be required and can be a document issued by the police service, a court, a doctor, a domestic and family violence support service or Lawyer, or a statutory declaration.

42.5 Adverse action

No adverse action will be taken against an employee if their attendance or performance at work suffers as a result of experiencing domestic and family violence provided they make a confidential disclosure of the violence to OAU

42.6 Individual Support

In order to provide support to an employee experiencing domestic and family violence and to provide a safe work environment to all employees, OAU will approve any reasonable request from an employee experiencing family violence for:

- Access to flexible working arrangements in accordance with clause 34 of this agreement
- Access to a salary advance in accordance with Oxfam's Salary Advance policy
- A change to their work telephone number or email address to avoid harassing contact;
- Any other appropriate measure including those available under existing provisions for family friendly and flexible work arrangements.

- Access to the Employees Assistance Program (EAP). The EAP shall include professionals trained specifically in family violence.

CLAUSE 43 - GRIEVANCE PROCEDURE AND DISPUTE RESOLUTION

43.1 Informal Employee Grievance Procedure

- 43.1.1 OAU is committed to providing prompt, effective and fair resolution processes where decisions are made impartially and with due care and confidentiality.
- 43.1.2 Employees who believe they have been unfairly treated or have a grievance should discuss these concerns with their manager or their manager's supervisor. If this is not possible, employees have available the following options to resolve a dispute outside of the formal grievance procedure:
- With a People and Culture representative they are comfortable with;
 - With a union delegate or the ASU;
 - With their People and Culture representative and a union delegate;
 - Through the Employees Assistance Program or Manager Assist.
- 43.1.3 Any discussions or actions taken at any stage of this process will not prejudice the formal grievance procedure.
- 43.1.4 An employee at any time prior to, or during the informal grievance procedure, can initiate the formal employee grievance procedure outlined in clause 43.2.

43.2 Formal Employee Grievance Procedure

- 43.2.1 If an employee has a grievance which cannot be informally resolved, the employee may choose to initiate the Formal Employee Grievance Process as is outlined at clause 43.2.4.
- 43.2.2 At any or all stages of the Formal Employee Grievance Process a representative of the ASU, or other person of the employee's choice, may be present at the employee's request.
- 43.2.3 The initial grievance and any action taken at any stage of the grievance process, will be documented and copies given to all parties in the dispute.
- 43.2.4 Formal Employee Grievance Process
1. The employee with a grievance will inform their line manager in writing, who will discuss the matter with the employee and make a decision in writing within one week of receiving the complaint.
 2. If the employee with the grievance is dissatisfied with the decision they may inform their line manager and the matter will be referred to their Section Director. Any such appeal must be made in writing within 14 days of the employee being informed of the line manager's decision. The Section Director will consult with the parties involved and make a decision in writing within two weeks of the matter being referred to them.
 3. If the employee with a grievance is still dissatisfied with the decision they may appeal to the Chief Executive. Any such appeal must be made in writing within 14 days of the employee being informed of the Section Director's decision. The Chief Executive or that person's nominee will discuss the matter with all parties involved and make a decision in writing within 14 days of the matter being referred.
 4. If the employee with a grievance is still dissatisfied with the decision, and the grievance is considered unresolved, a party to the dispute or to this Agreement may refer the dispute to the Fair Work Commission for conciliation and or arbitration. Nothing in this clause is intended to limit the rights of the parties in respect of clause 43.3 Dispute Resolution Procedure in any way, rather it is to supplement and work in conjunction with said clause.
- 43.2.5 If an employee believes they have been treated unfairly and or has a grievance that involves, or, the allegation pertains to the persons responsible for handling the issue or grievance at

clauses 43.2.4.1, 43.2.4.2 or 43.2.4.3 then the grievance will be escalated to the next highest person or persons in the process.

- 43.2.6 OAU or an employee may appoint another person, organisation or association to accompany and/or represent them for the purposes of this clause.

43.3 Resolution Procedure

- 43.3.1 Any dispute or grievance that arises at the workplace between an employee and OAU about a matter arising under this Enterprise Agreement, the NES or any subsequent replacement legislation or Act, or in relation to any matter that pertains to the employee and employer relationship including but not limited to; Flexible Working Arrangements, Occupational Health and Safety, will be dealt with in the following manner::
1. The matter must first be referred to the SCC for resolution through the SCC's normal consultative process;
 2. If the matter remains in dispute, it must next be discussed with a member of OAU's Management Team or another representative OAU appointed for the purposes of this procedure.
- 43.3.2 If the matter remains in dispute either party can make application to the Fair Work Commission (FWC) for conciliation.
- 43.3.3 If the matter is not resolved by conciliation either party can ask the FWC to arbitrate the dispute and/or otherwise determine the rights and/or obligations of the parties to the dispute (subject to the parties appeal rights).
- 43.3.4 For the avoidance of doubt an employee or employees may at any and all stages of the Resolution Procedure appoint the ASU or any other person, organisation or association as their representative for the purposes of this clause.
- 43.3.5 Subject to the above procedure the parties may agree where deemed appropriate to attempt resolution of the matter through the SCC for resolution via the Committee's normal consultative processes. If the dispute is unable to be resolved at the workplace by the SCC the provisions of 43.3.1 through to and inclusive of 43.3.5 will apply.

43.4 Continuation of Work

While a dispute under clause 43.1 through to 43.3 of this agreement is being conducted, work must continue in accordance with this Enterprise Agreement. Subject to applicable 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, which is safe and appropriate for the employee to perform.

Until the grievance or dispute is resolved work will continue in accordance with the custom and practice existing before the grievance or dispute. There will be exceptions made in the case of: health and safety matters where a continuation of normal work may place at risk an employee's health; or any case involving allegations of sexual harassment and bullying where any of the employees concerned believe it would be unreasonable to continue normal working arrangements pending finalisation of the matter.

No party will be prejudiced as to the final settlement by the continuation of normal work.

CLAUSE 44 - DISCIPLINARY PROCEDURES

The purpose of these procedures is for the employee to improve their performances or behaviours so that the employee can continue to contribute to the success of OAU. For the purposes of this clause, under-performance refers to an employee failing to meet the agreed performance outcomes and standards of their role. Behavioural problems are an employee's actions or behaviours that have a negative impact on OAU or other people that the employee works with.

The expectation is that managers will initially seek to address under-performances or behavioural problems through informal means such as via the performance review process, regular one-to-one meetings with the employee and through giving regular verbal feedback.

44.1 Formal Disciplinary Process

Where a manager considers that an employee's performance or behaviour requires corrective action the manager will notify the employee of the reason(s) and inform them that they are being warned in accordance with this procedure. Written warnings issued under this procedure must clearly outline the specific performance or behaviours which are of concern, and specific timeframes and indicators to successfully resolve the matter.

Managers should, however, inform and seek People and Culture advice prior to proceeding with this procedure.

The employee will be given the opportunity to respond to and sign and be given a copy of the letter of warning, and both documents placed on the employee's file. If the employee declines to sign the letter of warning it will be endorsed to that effect by management and placed on the employee's file.

- 44.1.1 The first warning will be verbal. A representative of the ASU, or other person of the employee's choice, will be present at the employee's request.
- 44.1.2 If the problem continues the matter will be discussed with the employee and a second warning in writing will be given and recorded on the personnel file. A representative of the ASU, or other person of the employee's choice, will be present at the employee's request.
- 44.1.3 If the problem continues management will again discuss it with the employee. If a final warning is to be given then it will be issued in writing and placed on the employee's file. At the request of the employee, a copy will be sent to the ASU, or other person of the employee's choice.
- 44.1.4 In the event of the matter recurring then the employment may be terminated without any further warning. No dismissals are to take place without the authority of the Director of Corporate Services.
- 44.1.5 If a dispute should arise over the disciplinary action that is unable to be resolved with People and Culture assistance, the matter will be referred to the Fair Work Commission, or equivalent body, or to an agreed independent conciliator or arbitrator for resolution.
- 44.1.6 Warnings and associated documents placed on an employee's personnel file shall expire after 12 months, provided the matter has been successfully addressed and no further warnings have been added.

Nothing in the above procedures removes OAU's right to issue an employee with as first and final formal warning for serious breaches of an employee's employment or to summarily dismiss an employee for committing serious misconduct.

An employee accused of such an action will be advised by the Director of Corporate Services in the presence of representative of the ASU, or a person of the employee's choice, of employment termination and the reasons justifying the termination. Such an employee so dismissed has the right to appeal the decision to the Fair Work Commission or equivalent body for determination to establish whether such a termination was harsh, unjust or unreasonable.

CLAUSE 45 - TERMINATION OF EMPLOYMENT

Normal notice of termination of employment, on the initiative of either the employee or OAU will be four weeks, unless OAU is required by law to provide a longer notice period. No notice period applies in cases of summary dismissal.

Notice of termination of employment for employees under probation, or on maximum-term contracts of less than three months, will be two weeks, unless mutually agreed to be waived in favour of a shorter period. If the notice of termination of employment is initiated by OAU, OAU may pay out the notice period at its own discretion.

If the notice of termination of employment is initiated by the employee, payment will be made up to the agreed date of resignation.

CLAUSE 46 - WORKPLACE DIVERSITY

OAU is committed to the principles of workplace diversity and has outlined a framework for integrating diversity principles in to the organisation's practice as part of the Diversity Policy.

OAU recognises the following:

- All individuals have the right to work and volunteer in a climate characterised by mutual respect and integrity that enables them to reach their full potential.
- The disadvantage faced by Aboriginal and Torres Strait Islander Peoples within Australia affirms their significant place and identity as First Australians and OAU's commitment to reconciliation between Aboriginal and Torres Strait Islander Peoples and other Australians.
- The need for balanced representation of women and men at all levels, and in key organisational and management decisions.
- The rights and abilities of people with disabilities in the workplace.
- The fact that we work with and within culturally and linguistically diverse communities should be reflected in our workforce and in our organisational practices.

CLAUSE 47 - WORK HEALTH AND SAFETY

All employees (including volunteers, contractors and visitors) are entitled to work in a workplace that is healthy and safe.

OAU is committed to providing and maintaining a safe working environment for all employees, volunteers and visitors and to comply with work health and safety legislation in the countries in which it performs work.

This will be achieved by developing a culture that promotes health and safety as an integral part of OAU's operations and through continually improving its systems for managing safety and health. OAU recognises that all members of the OAU community have a collective and individual responsibility to prevent workplace injuries and illness.

OAU has in place a Work Health & Safety (WHS) Committee to act as a consultative forum that can effectively address the health and safety matters that arise throughout the organisation.

Everyone has a responsibility to ensure workplace health and safety, including reporting of all situations that adversely impact on workplace health and safety.

CLAUSE 48 - WORKER'S COMPENSATION

The primary aim of this rehabilitation clause is to have injured employees return to their full working potential and to pre injury duties in the position which they were originally employed. Failing that, the aim is to retrain injured workers to perform alternative work within the workforce.

Employees will co-operate in rehabilitation programs designed to provide for the early and effective rehabilitation and to promote the need for individual Injury Management Programs in relation to the occupational rehabilitation of injured workers.

The parties will review the current practices, process and procedures to adopt agreed changes.

OAU will provide paid trade union training leave for delegates and Health and Safety representatives to attend approved return to work and rehabilitation training courses as nominated by the ASU.

Injured employees will not have their employment terminated while they are in an agreed approved rehabilitation program or during a long-term disability where there is potential for rehabilitation. Where employees have been involved in a rehabilitation program and it is agreed by the employee and their treating doctor, rehabilitation provider, employer and the ASU that they have reached their full potential but are unable to perform their pre-injury duties, OAU will train the employees where possible for an agreed new permanent position.

Any employee who is absent from work due to accident or illness for which worker's compensation provisions apply shall be paid 100% of their normal pay for a period of two (2) years following the date of recording of the illness or injury. OAU encourages the early reporting of injuries and the early intervention of individual rehabilitation programs, including programs for employees whose claim has not resulted in any lost time off work.

Where a Workers Compensation claim is made, employees will consult with the ASU or a Return to Work Specialist and the rehabilitation provider before any return to work plan is undertaken for any seriously injured employees.

OAU will not at any time request or demand in written or verbal form, access to the employee's medical records, other than the current injury nor consult the treating doctor without the employee's knowledge or permission. However, OAU may request independent medical assessment.

Where practicable OAU will undertake any workplace modification recommended by an approved rehabilitation provider. These will be undertaken as agreed between the ASU and OAU prior to the injured employee's return to where the incident/injury arose.

OAU will make every effort to identify duties in line with any medical restrictions as described by the injured employee's doctor or rehabilitation provider's recommendations. All offers of suitable employment will be made in writing and will include a detailed description of the job/tasks to be performed. The offer must include the remuneration applicable, hours of work, rest breaks, review dates and be in accordance with recommendations made by the rehabilitation providers and/or the employee's treating doctors, specialist or treating therapist.

Where an employee returns to work but has a partial capacity, the employees shall usually be regarded as "additional" to existing employee requirements unless special circumstances exist in accordance with the treating doctor's recommendations.

An employee returning to work on reduced hours shall be entitled to rest and meal breaks consistent with the provisions of the EA and be paid accident make up pay.

In consultation with the ASU, adequate staffing levels will be maintained during an incapacitated employee's absence.

Subject to Insurer requirements, employees have the right to choose their own treating doctor and rehabilitation provider.

CLAUSE 49 - SECURITY

Safety and security of all employees is of primary importance to OAU and takes priority over project goals, reporting requirements, advocacy, money and property. Good safety and security enables OAU to continue working in challenging and difficult environments.

The security of employees and OAU property is of fundamental concern for OAU and employees are expected to comply with OAU's policies and procedures.

OAU recognises that individual and agency security is strengthened by our connection with local partners and communities. All of the work we do must therefore consistently support and not undermine the security and safety of communities and people with whom we work.

OAU acknowledges that individuals and communities may face different security risks depending on their particular ethnicity, religious adherence, gender, capability and disability, sexuality and other factors and will endeavour to consistently recognise these and take them into account in deciding on security measures.

OAU is responsible for communicating its Safety and Security policy and procedures and is committed in providing relevant security training to all employees.

CLAUSE 50 - TRAVEL

Employees are required to meet certain requirements prior to travel. It is a requirement that all travel is approved but also that employees undertake a security briefing and a pre departure health check.

OAU will take all feasible steps to protect personal security of employees while overseas or travelling internationally.

OAU will take all reasonable measures to allow employees to arrange all travel in such a way as to minimise disruption to family life.

Employees travelling for work purposes will be entitled to:

- All necessary immunisations and medical treatments pre- and post-trip medical examinations, psychological counselling after traumatic incidents.
- Obtaining or renewal of a passport and visas
- Reimbursement of the cost of phone calls up to 30 minutes a week.
- In case of a family illness or other emergency all reasonable additional telephone costs will be paid or reimbursed.

50.1 Preparation and Recovery Leave

For international trips or trips to remote areas of Australia including Indigenous Australia field sites, of seven days or longer, all employees may access up to one day out of the office for preparation and two days away from the office as recovery time. These preparation and recovery days are regarded as normal work time and are separate from TOIL or annual leave. Preparation days can be taken anytime in the week leading up to the trip while recovery days should be taken within one week of returning. All permanent part-time employees will be paid at the equivalent full-time rate for the entire duration of travel and line managers will take this into account when authorising travel.

Annual leave may be taken whilst travelling internationally in association with work related travel subject to prior approval by the relevant line manager.

Employees will need to have TOIL approved during overseas travel and this may be taken either overseas or on return to Australia. Employees on humanitarian deployment are not entitled to TOIL.

OAU will maintain a travel insurance policy covering all employees within Australia travelling more than 50 kilometres from home or office for the purpose of business against death or injury from any cause, all medical costs from treating illness or injury whilst overseas, including emergency travel back to Australia or home if necessary, and theft or loss of personal possessions. Employees will be required to adhere to organisational policy at all times to ensure that they remain covered by the insurance policy. A copy of the policy will be made available to all employees prior to travelling overseas and the sums insured

CLAUSE 51 - PERSONNEL RECORDS

Essential information relating to the employment of employees within OAU is maintained in a secured file by the People and Culture Unit and an employee may request to see their personnel file at any time.

CLAUSE 52 - PAY PROCEDURES

Employees are paid fortnightly in arrears. The People and Culture Unit will advise all affected employees at least one month in advance if there are any changes to the pay date. Salary payments are made direct into nominated bank accounts for all employees provided that administrative requirements in relation to time recording are observed.

Casual employees are required to lodge an authorised time sheet for each pay period.

Employees will be assumed to have worked their standard contracted hours for each pay period unless indicated to the contrary.

Pay slips will be available on each pay period. These include details of gross pay, superannuation contributions, tax deducted, other adjustments and the net amount credited to the employee's account. Pay enquiries should be made to the People and Culture Unit.

CLAUSE 53 - MAJOR WORKPLACE CHANGE AND CONSULTATION

OAU is committed to genuinely consulting with employees and the ASU via the Staff Consultative Committee on changes to programming, organisational structure or technology ("major workplace change") which may have a significant effect on employees. The following commitments are made by the management of OAU, the ASU and employees in relation to major workplace change:

- The need to consult employees and their representatives on the implementation of change, the resultant review process, and to inform them of decisions as they are made;
- The protection and maintenance of the goals and vision of OAU and entitlements of employees;
- The consideration of cost saving measures that are non-structural, equitable and/or temporary, and to move to engage the redundancy clause (Clause 36) only after these measures have been reasonably explored;
- To factor in to operational planning the consequences of any major workplace change on organisational priorities and on individuals, groups or sections;
- Insofar as possible, to minimise the casualisation or contracting out of work;
- Any measures introduced under this clause will be done in a uniform, fair and equitable manner for employees.
- The need to consult employees about a change to their regular roster or ordinary hours of work; and allows for the representation of those employees for the purposes of that consultation.

53.1 Definition of Terms

For the purpose of this clause, "significant effect on employees" means:

- Positions will be made redundant, which may lead to the termination of employment; or,
- Major changes to the composition, operation or size of the workforce or the skills required; or,
- The elimination or diminution of job opportunities; or,

- The alteration of hours of work; or,
- The need to relocate employees to another workplace; or,
- The significant restructuring of jobs.

For the purpose of this clause, “consultation” may be defined as:

- The obligation to provide information to employees about the context or case for proposed change, in writing, and to give prompt and genuine consideration to alternatives or other matters raised by employees or their representatives;
- Allowing sufficient time;
- Ensuring the process is treated neither perfunctorily nor as a mere formality;
- Providing sufficient precise information to enable employees to state their views;
- Employees being given a reasonable opportunity to state their views;
- Allowing that there need not be agreement between employer and employee after a proper consultation;
- Providing the practice for consultation.

53.2 OAU’s Duty to Notify

Where OAU has made a decision that major workplace change is necessary, and has identified a proposal, OAU shall notify the employees who may be affected and the ASU via the Staff Consultative Committee (SCC).

Management Team will notify the ASU via the SCC, in writing, by issuance of a “Notification of Change” document that will address:

- The nature of the case for change;
- Its possible impact on employees
- Other considerations likely to affect employees;
- The process of consultation;
- Possible timelines;
- Alternatives available for consideration.

53.3 OAU’s Duty to Consult on Change

The following steps will be taken:

1. OAU shall consult the affected employees and the ASU via the SCC about:
 - The introduction of change; and,
 - The likely effects of change on employees, particularly if Clause 38 (Redeployment and Redundancy) might be enacted; and,
 - The timeframes or the period over which change may occur; and
 - Any other measures considered which might avoid or minimise the effects of change, such as redeployment, for example.
2. For a change to the employee(s) regular roster or ordinary hours of work, the employer must:
 - Provide information to the employee(s) about the change; and
 - Invite the employee(s) to give their views about the impact of the change (including any impact in relation to their family or caring responsibilities); and
 - Consider any views given by the employee(s) about the impact of the change.
3. For the purpose of consultation OAU shall provide, in writing, to the affected employees and the ASU via the SCC, all relevant information about changes, including the case for change, any expected effects of change on the employees, and any other likely effects of change on the employees, provided that OAU is not required to disclose confidential or commercially sensitive information.
4. OAU will give prompt and genuine consideration to matters and alternatives by the relevant employees and the ASU.
5. As soon as a final decision has been made about going ahead with major workplace change, OAU shall notify the ASU and the relevant employees, in writing, and explain the effects of the decision.

53.4 Good Faith Consultation

OAU, the ASU and employees agree to act in good faith, in relation to the consultation process provided in this clause. Subject to the other terms of this clause, “Good Faith” means obligations to meet, disclose relevant information and respond with reasons within reasonable timeframes, and refrain from capricious or unfair conduct that undermines consultation.

53.5 Parental and Extended Leave During Major Workplace Change

OAU will endeavour to provide affected employees who are on parental leave during a period of major workplace change the opportunity to participate in relevant consultative processes.

CLAUSE 54 - ONGOING CONSULTATION, COMMUNICATION AND RENEGOTIATION

The Staff Consultative Committee (SCC) will meet monthly and at other times as necessary to cooperate on the effective implementation of and monitor compliance with the Agreement.

All employees at their time of appointment will be given access to this Agreement and an OAU and union contact to clarify any questions they may have. While it is the responsibility of employees to read and understand this Agreement, Management, in cooperation with the ASU, will provide opportunities to attend information sessions about this Agreement.

The parties are committed to sharing information with new employees, particularly those arriving from overseas and those working in remote locations who may not have prior knowledge of or access to information including employee rights at work, this Agreement, salary packaging, superannuation, relevant taxation laws and any other benefits or entitlements relevant to the employee. However, it should be noted that OAU cannot provide financial advice to employees. Employees in need of financial advice will have to seek it from qualified financial advisors.

This Agreement will be renegotiated 9 months prior to its expiration.

Where agreed to by a vote of employees, the parties may apply to vary the Agreement in accordance with the law.

CLAUSE 55 - LEGISLATIVE CHANGE

In the event of legislative change which would have the effect of altering the award, altering the matters which can be included in awards or affecting entitlements, conditions or benefits for OAU employees, both OAU and ASU agree that the terms of the award which existed at the time that this agreement was entered into will continue to apply other than where:

- This agreement is inconsistent with the award, in which case the agreement terms will prevail to the extent of any inconsistency;
- Except if and notwithstanding that this Agreement may make provision in relation to matters to which alteration concerns, if the Award is altered such that it contains entitlements superior to those provided by this agreement, the altered terms of the Award are taken to be incorporated into this Agreement.

CLAUSE 56 - SIGNATURES

Signed for and on behalf of
Oxfam Australia
132 Leicester Street
Carlton Vic 3053

Signed for and on behalf of
Australian Services Union
116 Queensberry Street
Carlton South Vic 3053

Anthony Alexander
Director Corporate Services

David Smith, National Secretary

Name: First/Surname



Name: First/Surname



Date:

29th July 2019

Date:

29th July 2019

Dear Deputy President Masson

**Oxfam Australia and Australian Services Union Enterprise Agreement 2019 (AG2019/2784)
Undertaking (s.190 of the *Fair Work Act 2009*)**

I, Anthony Alexander, Director of Corporate Services for Oxfam Australia give the following undertakings with respect of the Oxfam Australia and Australian Services Union Enterprise Agreement 2019:

I have the authority given to me by Oxfam Australia to provide these undertakings in relation to the application before the Fair Work Commission.

1. With respect to clause 13 of the Agreement dealing with Overtime and Time off in Lieu, we undertake as follows:

An employee working overtime will be entitled to a paid rest break of 20 mins after each 4 hour period of overtime.

An employee working overtime will not be required to return to work until 10 hours have passed following the time they finished their overtime.

2. With respect to leave under clauses 16 (Annual Leave) and 18 (Personal Leave) of the Agreement we undertake as follows:

This Agreement will be read and interpreted in conjunction with the National Employment Standards (NES). Where there is an inconsistency between this agreement and the NES, and the NES provides a greater benefit, the NES provision will apply to the extent of the inconsistency.

3. With respect to humanitarian leave under clause 24 of the Agreement we undertake as follows:

Where an employee works an amount of overtime during a period of humanitarian deployment that exceeds the period of paid humanitarian leave to which the employee is entitled for that deployment under clause 24, Oxfam undertakes to provide additional TOIL reflective of any such overtime.

4. With respect to clause 30 of the Agreement dealing with Casual Employment we undertake as follows:

A casual employee will have the right to request casual conversion in accordance with clause 10.5 of the Social, Community, Home Care and Disability Services Industry Award 2010.

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5. With respect to the Better Off Overall Test we undertake as follows:

Oxfam will conduct a comparison for all employees on a one (1) monthly basis of the remuneration received for that period under the Agreement, and the remuneration that the employee would otherwise have been provided with under the Award. Any shortfall in remuneration which would otherwise be payable under the Award, plus an additional amount equal to 3% of the total shortfall, will be paid to the Employee in the next pay period. Any dispute regarding the operation of this undertaking will be considered in accordance with Clause 43 (Grievance Procedure and Dispute Resolution).

- *For the purposes of this undertaking the Applicable award is the Social, Community, Home Care and Disability Services Industry Award 2010.*

Signed for and on behalf of Oxfam Australia

A handwritten signature in black ink, appearing to read 'A. Alexander', with a stylized flourish at the end.

Anthony Alexander

4 October 2019

Schedule 2.3—Model consultation term

(regulation 2.09)

Model consultation term

- (1) This term applies if the employer:
 - (a) has made a definite decision to introduce a major change to production, program, organisation, structure or technology in relation to its enterprise that is likely to have a significant effect on the employees; or
 - (b) proposes to introduce a change to the regular roster or ordinary hours of work of employees.

Major change

- (2) For a major change referred to in paragraph (1)(a):
 - (a) the employer must notify the relevant employees of the decision to introduce the major change; and
 - (b) subclauses (3) to (9) apply.
- (3) The relevant employees may appoint a representative for the purposes of the procedures in this term.
- (4) If:
 - (a) a relevant employee appoints, or relevant employees appoint, a representative for the purposes of consultation; and
 - (b) the employee or employees advise the employer of the identity of the representative;the employer must recognise the representative.
- (5) As soon as practicable after making its decision, the employer must:
 - (a) discuss with the relevant employees:
 - (i) the introduction of the change; and
 - (ii) the effect the change is likely to have on the employees; and
 - (iii) measures the employer is taking to avert or mitigate the adverse effect of the change on the employees; and

- (b) for the purposes of the discussion—provide, in writing, to the relevant employees:
 - (i) all relevant information about the change including the nature of the change proposed; and
 - (ii) information about the expected effects of the change on the employees; and
 - (iii) any other matters likely to affect the employees.
- (6) However, the employer is not required to disclose confidential or commercially sensitive information to the relevant employees.
- (7) The employer must give prompt and genuine consideration to matters raised about the major change by the relevant employees.
- (8) If a term in this agreement provides for a major change to production, program, organisation, structure or technology in relation to the enterprise of the employer, the requirements set out in paragraph (2)(a) and subclauses (3) and (5) are taken not to apply.
- (9) In this term, a major change is ***likely to have a significant effect on employees*** if it results in:
 - (a) the termination of the employment of employees; or
 - (b) major change to the composition, operation or size of the employer's workforce or to the skills required of employees; or
 - (c) the elimination or diminution of job opportunities (including opportunities for promotion or tenure); or
 - (d) the alteration of hours of work; or
 - (e) the need to retrain employees; or
 - (f) the need to relocate employees to another workplace; or
 - (g) the restructuring of jobs.

Change to regular roster or ordinary hours of work

- (10) For a change referred to in paragraph (1)(b):
 - (a) the employer must notify the relevant employees of the proposed change; and
 - (b) subclauses (11) to (15) apply.
- (11) The relevant employees may appoint a representative for the purposes of the procedures in this term.

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- (12) If:
 - (a) a relevant employee appoints, or relevant employees appoint, a representative for the purposes of consultation; and
 - (b) the employee or employees advise the employer of the identity of the representative;
 the employer must recognise the representative.
 - (13) As soon as practicable after proposing to introduce the change, the employer must:
 - (a) discuss with the relevant employees the introduction of the change; and
 - (b) for the purposes of the discussion—provide to the relevant employees:
 - (i) all relevant information about the change, including the nature of the change; and
 - (ii) information about what the employer reasonably believes will be the effects of the change on the employees; and
 - (iii) information about any other matters that the employer reasonably believes are likely to affect the employees; and
 - (c) invite the relevant employees to give their views about the impact of the change (including any impact in relation to their family or caring responsibilities).
 - (14) However, the employer is not required to disclose confidential or commercially sensitive information to the relevant employees.
 - (15) The employer must give prompt and genuine consideration to matters raised about the change by the relevant employees.
 - (16) In this term:

relevant employees means the employees who may be affected by a change referred to in subclause (1).