

AUSTRALIAN INDUSTRIAL RELATIONS COMMISSION

Workplace Relations Act 1996
s.170LJ certification of agreement

Australian Municipal, Administrative, Clerical and Services Union

-and-

Victorian Aboriginal Legal Service Co-operative Limited
(C No. 36030 of 1998)

**VICTORIAN ABORIGINAL LEGAL SERVICE CO-OPERATIVE
LIMITED/AUSTRALIAN SERVICES UNION ENTERPRISE AGREEMENT**

Various employees

Health and welfare services

COMMISSIONER BLAIR

MELBOURNE, 11 SEPTEMBER 1998

Certification of Division 2 agreement with organisation(s) of employees.

CERTIFICATION OF AGREEMENT

In accordance with section 170LT of the Workplace Relations Act 1996, the Commission hereby certifies the attached written agreement between the Australian Municipal, Administrative, Clerical and Services Union and Victorian Aboriginal Legal Service Co-operative Limited in this matter.

This agreement shall come into force from 22 July 1998 and shall remain in force until 21 July 1999.

BY THE COMMISSION:

COMMISSIONER

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VICTORIAN ABORIGINAL LEGAL SERVICE CO-OPERATIVE LIMITED/ AUSTRALIAN
SERVICES UNION ENTERPRISE AGREEMENT

1. STATEMENT OF INTENT

The purpose of this agreement is to provide a framework for the Victorian Aboriginal Legal Service Co-operative Limited (hereinafter referred to as "VALS") to meet it's strategic objective of providing quality legal aid and legal aid related assistance to the Aboriginal and Torres Strait Islander people of Victoria, and provide fair equitable basis of employment for all Legal Service staff.

2. SHARED OBJECTIVES

Within the framework the parties have developed and agreed to the actions and strategies contained in this agreement with the intent that they will deliver:

- * More flexible and responsive client service;
- * Enhance staff skills to assist staff achieve their potential and to better meet the present and future needs of VALS;
- * Productivity improvements through the introduction of concepts and practices of continuous improvement into all aspects of VALS work processes;
- * Scope for staff to better manage the balance between work and personal responsibilities through more flexible working and leave arrangements;
- * A framework for the ongoing involvement of employees in decisions relating to workplace reforms through a process of consultation, participation and co-operation with Management;
- * Managers with the skills and competencies required to manage a more flexible working environment.

3. PARTIES BOUND

The parties bound by this agreement are:

- * Australian Municipal, Administrative, Clerical and Services Union, and
- * The Victorian Aboriginal Legal Service Co-operative Limited.

4. OPERATION OF THE AGREEMENT

(a) Duration

This agreement is to operate for a period of one (1) year from the date of which the parties reach Agreement.

(b) Relationship to Award

For those staff affected this agreement shall be read and applied in conjunction with the Victorian Legal Professional, Clerical and Administrative Award 1993 and the Social & Community Services (Interim) Award 1995, as varied from time to time.

(c) Collective Bargaining

The parties to this agreement are committed to the processes of collective bargaining as the means through which appropriate measures of change and

remuneration are negotiated at the enterprise level. It is acknowledged that such a system allows for the proper representation of the interests and concerns of all parties.

The ASU, for its part, recognises that it must deal with legitimate operational and workplace change issues at an enterprise level if its members employment is to remain secure.

VALS, similarly recognises that the bargaining processes through the ASU representing the interests of employees covered by this agreement, the Victorian Legal Professional, Clerical and Administrative Award 1993 and the Social & Community Services (Interim) Award 1995 is the most productive method through which to negotiate issues of change and to have the interests of its employees heard.

Both parties are committed to the process of collective bargaining for employee's other than executive staff, as is reflected in the contents of this agreement.

(d) Award Conditions

The parties to this agreement recognise the need to have a secure safety net of award conditions underpinning the collective bargaining process. It is therefore a condition of this agreement that the terms and conditions of the Victorian Legal Professional, Clerical and Administrative Award 1993 and the Social & Community Services (Interim) Award 1995 as it exists at the date of certification will continue to form the safety net terms of employment for the duration of this agreement.

Specifically, this will mean that any modified entitlement of the award that arises from the application of the effect of Schedule 5 of the Workplace Relations & Other legislation Amendment Act 1996 (WROLA) will not be applied for the duration of this agreement.

Prior to VALS applying any provision of the award after the expiration of this agreement as specified in clause 4 (a) of the agreement which may provide for a modified entitlement than that which applied under the award at the date of certification, due to variations resulting from Schedule 5 of the WROLA, VALS shall discuss the implications of the modified entitlement with all employees who are affected and with the ASU and shall attempt to reach agreement on the application of any such modified entitlement.

Subject to the foregoing, this agreement shall be read and interpreted wholly in conjunction with the award, provided that where there is any inconsistency between the award and this agreement, the latter shall take precedence to the extent of the inconsistency.

(e) Australian Workplace Agreement

For the duration of this agreement as specified in clause 4 (a), VALS will not offer, nor enter into any Australian Workplace Agreements (AWAs) with

employees who are bound by this agreement. In accordance with clause 4, subclause (f) (ii), the parties shall review the appropriate form of future collective bargaining instruments. VALS do however, reserve the right to enter into employment contracts or Australian Workplace Agreements with staff graded at Executive Officer level and above.

Should VALS choose in any future agreement to proceed down an alternative the collective bargaining processes set out in clause (a) above, it will provide the ASU with 3 months notice of its intention to do so.

Further should AWAs be chosen as the mechanism via which VALS should seek to proceed it will offer the same terms of agreement to all comparable employees.

(f) Closed Agreement

(i) This agreement constitutes a closed agreement in settlement of all matters for its duration. The parties undertake that there will be no further claims over matters encompassed by this Agreement which would alter labour costs for the life of the Agreement, except where consistent with the terms of this Agreement.

(ii) The parties undertake to re-open negotiations at least three (3) months prior to the expiry of the period of the Agreement with a view to negotiating and settling a replacement Agreement.

5. COMMITMENT TO CLIENT SERVICE, QUALITY IMPROVEMENT AND THE VALS STRATEGIC DIRECTIONS

(i) Client Service

VALS places a high value on excellence in performance by emphasising consistent high quality legal aid and legal aid related assistance. The primary focus of this agreement is to support the VALS core business of legal aid and legal aid related assistance delivery by the development of improved an flexible workplace conditions. The parties agree to support strategies that will continue the development of the VALS as a client-focussed Organisation that recognises that all staff are service providers, with an obligation to consistently meet client needs, in accordance with the VALS code of conduct and that of good internal client service contributing to high quality external client service.

The parties recognise that to meet client service expectations it will be necessary to:

- * Gain an understanding of client requirements;
- * Provide training for staff to meet those requirements.

(ii) Quality Improvement

VALS is committed to the process of quality improvement as a means to constantly improving quality, service and employee skills. The parties support the promotion of quality improvement initiatives involving staff from all levels and from every area of VALS.

To assist this process VALS will:

- * Introduce the principles of quality improvement in all areas of training;
- * Integrate into the business plan for VALS appropriate targets for completion of quality improvement projects.

All staff agree:

- * To actively participate in improving their area of work, utilising the principles and tools of quality and continuous improvement;
- * To actively participate in the identification and elimination of waste, and the improvement of client service and stakeholder satisfaction.

(iii) Strategic Directions

The parties agree to work co-operatively to enable VALS to deliver and achieve its strategic directions as detailed in its Business Action Plans and the Performance Indicators as agreed with the Aboriginal and Torres Strait Islander Commission (ATSIC). It is also recognised by the parties bound by this agreement that it is necessary if strategic objectives are to be achieved that adequate and where deemed an increase in resources (including staffing) may be required. The allocation of additional resources will be driven by organisational needs and the availability of funding.

6. BENCHMARKING

The parties agree that within three months of the registration of this agreement, a joint management union working party will be established to develop benchmarking comparisons with the performance of comparable Aboriginal & Torres Strait Islander Legal Services in other States and Territories to establish prospects for performance improvement. The competitive comparisons should be made on:

- * Types of Legal Aid and Related Assistance provided;
- * Effectiveness and Efficiency;
- * Research Activities and Law Reform;
- * Improvement in performance to meet future demands and targets;
- * Financial criteria and the cost.

7. PERFORMANCE MANAGEMENT PROGRAM

The parties agree that during the life of this agreement VALS will implement the agreed performance management program for all staff which will enhance the focus on service to clients and team work. The parties also agree that the performance management program will not be directly linked to the disciplinary process. Any consistent poor performance identified under the program will be managed in accordance with the appropriate management for poor performance procedures.

Individual goal agreements executed as part of the program will set out the obligations and requirements for the delivery of client services by individual employees and shall include specific targets and agreed outcomes.

The performance management program will:

- * Ensure that staff clearly understand what is expected of them in this jobs and their standard of behaviour;
- * Ensure that all managers and supervisors provide effect feedback so that staff know whether their performance meets the agreed standards;
- * Be used to develop individual training and development plans focussed on present and future development needs;
- * Ensure that individual work plans are realistic and achievable and have clearly identified objectives and targets which are linked to VALS Business Action Plans where appropriate.

In order to ensure that the performance management program is endowed with the maximum credibility, the parties agree that during the life of this agreement the program will be reviewed and evaluated by Steering Committee. The purpose of this review will be to determine the suitability of the program to VALS' needs

7. TRAINING AND DEVELOPMENT

The parties agree that all staff shall be provided with opportunities for career, professional and personal development. Our joint aim is to develop a highly skilled and efficient workforce to ensure that all staff are sufficiently skilled to meet the present and future needs of VALS.

VALS' commitment to training and development may include (but will not be limited to):

- * A commitment to the provision of external training programs;
- * Introduction and implementation of the Management Development Program;
- * The provision of training and re-training wherever a re-organisation creates new skill requirements;

- * Equipping all staff with skills and abilities to enable them to pursue, where possible, their preferred career paths and to improve their opportunities for career advancement;
- * Providing training and information technology to enable staff to use the technological tools required to effectively perform their duties;
- * Providing the training needed to ensure that staff whose performance has been identified as deficient have every opportunity to improve their performance;
- * Equity of access to training and development opportunities for all staff, including part-time staff.

During the life of this agreement, VALS agrees to examine and implement various options to facilitate the skills enhancement and career development needs of all staff. These options may include:

- * Job rotation;
- * Participation in work forums;
- * Placements in other organisations;
- * Mentor and coaching programs;
- * Attendance at conferences and seminars;
- * Employee exchange programs.

In order to meet these aims the following have been agreed to by the parties:

- * A commitment to updating skills profiles to come from the skills training needs analysis process to assist staff and Management to determine appropriate training needs;
- * To include staff training and development responsibilities and the key accountabilities of all supervisors;
- * That individual employees will assume personal responsibility to participate in appropriate training and development and skills enhancing activities.

8. SALARY PACKAGING PROVISIONS

Salary packaging is aimed at providing VALS employee's with the flexibility to decide to tailor their remuneration to their requirements and thereby promoting and improving the working relationship between employee and employer.

Salary packaging under this agreement will allow all staff to receive 30% of their remuneration in a form other than take home pay. Employee's will be offered the opportunity to choose from the list of benefits (contained in the staff salary packaging manual) which will be paid by VALS, on their behalf, instead of receiving gross salary which is then subject to PAYE tax in the normal way. For the purpose of salary packaging, employees cannot exceed their Total Employment Cost (TEC). Employees must also cover all the costs associated with entering the salary packaging program (administrative costs, etc).

In the event that Fringe Benefits Tax (FBT) becomes payable on the benefit items which are selected for salary packaging, this provision of the Enterprise Bargain Agreement shall lapse and a new provision shall be negotiated covering salary packaging whereby the total cost of salary packaging to the Victorian Aboriginal Legal Service (the employer) does not increase. If the employee elects to continue with salary packaging, the cost of the payment of fringe benefits tax will be passed back to the employee, or benefit items can be reverted and taken as salary at the relevant PAYE tax rate.

9. OCCUPATIONAL SUPERANNUATION.

The employer shall contribute to the Commonwealth Superannuation Life Master Trust on behalf of each employee the following level of contributions;

1997/98	6%
1998/99	7%
1999/2000	7%
2000/2001	8%
2001/2002	8%
2002/2003	9%

2. The employer shall make contributions at the appropriate level in respect to all employees for all periods of employment.

3. VALS shall provide each worker upon commencement of employment, membership forms of the Commonwealth Superannuation Life Master Trust and shall forward completed membership forms to the fund within 14 days of the employee lodging application.

4. (a) An employee may make contributions to the fund in addition to those made by VALS.

(b) An employee who wishes to make additional contributions must authorise VALS in writing to pay into the fund, from the employees wages, a specified amount in accordance with the Fund Trust Deed and Rules.

(c) Once VALS has received written authorisation from the employee, it shall make every reasonable attempt to commence making payments to the fund within 14 days of receipt of the authorisation.

(d) An employee may vary his or her additional contributions by a written authorisation and VALS shall make every reasonable attempt to alter additional contributions within 14 days of receipt of the written authorisation, or as otherwise notified to the employee.

(e) Additional employee contributions to the fund requested under this sub clause shall be expressed in whole dollars.

10. FLEXIBLE WORK PRACTICES

Decisions regarding working hours and patterns of work will have regard to the following factors:

* The business hours of VALS:

9.00am to 5.00pm Monday through to Friday

* The need for an appropriate level of service to be provided and maintained is based on:

The requirements of the particular units work load:

* The organisational requirements of VALS.

* Any seasonal peaks in legal case work loads and client needs.

The normal weekly contract hours for employee's covered by this agreement will be 35 hours or 140 hours spread over the settlement period (there are 13 settlement periods within a year).

SETTLEMENT PERIOD

Within each year, there will be 13 settlement periods, each of 4 weeks duration. Each settlement period will have a spread of boars and a core time. The intention of the new settlement period is to achieve greater flexibility and allow the parties greater scope to determine hours to be worked.

SPREAD OF HOURS

The spread of time is 7.00am to 6.00pm Monday to Friday, during which time normal work can be undertaken, and flexible hours will accrue.

CORE TIME

Core time (the periods of the day where every employee must be at work) will be 10.00am to 4.00pm Monday through to Friday.

Within this agreement each employee must take a lunch break with a minimum duration of 30 minutes and a maximum duration of 1 hour 30 minutes, no more than 5 hours after commencing work in between the hours of 11.30am and 2.30pm.

SETTLEMENT PERIOD AND CREDITS/DEBIT HOURS CARRIED FORWARD

The settlement period for flexible working hours will be 4 weeks. The settlement period will be uniform across all areas of VALS.

The first 4 week settlement period under the agreement will commence following the registration of this agreement.

Each employee will be entitled to carry forward a maximum credit balance of 10 hours from one settlement period to the next. The maximum debit balance to be carried forward from one settlement period to the next will be five (5) hours.

Credit hours in excess of 10 at the end of a settlement period will be forfeited.

A debit in excess of 5 hours at the end of a settlement period will be debited against the employee's accrued Recreation Leave, if such leave is available, or it will be deemed to be leave without pay.

On termination of employment with VALS, no compensation will be paid for credit hours at the last day of service. Any debit balance at the last day of service will be deducted from any payments due.

11. FLEX LEAVE

All staff will be entitled to take up to 2 flex days in any settlement period at one day at a time. However, only where there is mutual agreement with their supervisor may the employee take 2 consecutive days. Any such agreements must have regard for VALS' requirements and the need to maintain services to the community.

Back to back flex days across settlement periods will be permitted.

Flex leave may be taken as either a half-day or a full-day and may be combined with other approved leave.

The provisions contained in this clause may be withdrawn if Management determine the principles contained in clause 12 are not being honoured by the employee, in which case the employee will be required to work core hours.

12. FLEX LEAVE - PART-TIME STAFF

Part-time staff may also avail themselves of the benefits of the new scheme.

If a employee is directed by their supervisor to undertake duties requiring the working of overtime, or it is directed that a employee undertake work on a Saturday, Sunday or Public Holiday, time in lieu of payment for overtime will apply in accordance with provisions contained in the Social & Community Services (Interim) Award 1995.

13. OVERTIME

It is understood by both parties that VALS operates within budget constraints and for overtime worked VALS shall, in accordance with the Social & Community Services (Interim) Award 1995 to compensate staff for overtime worked with leave in lieu of payment for overtime, or as otherwise approved by Management from time to time.

Staff may choose to accumulate time in lieu for overtime worked or excess travel time to a maximum of 38 hours and take time in lieu, subject to VALS' convenience, with 6 months of accrual. Time in lieu, like flex leave, may be taken with other approved leave.

Employees directed to work overtime will be provided with transport home, in accordance with the provisions of the Travel Procedures Manual (VALS).

The parties bound by this agreement recognise the potential benefits that may be gained by promoting more flexible working arrangements. Accordingly, it is agreed between the parties that provisions contained in clauses 12, 13, 14, 15, 16, 17, 18 and 19, which aim to foster flexibility will be introduced on a trial basis and will be subject to ongoing monitoring and review by the Steering Committee, comprising management, staff and the Union.

14. CHILD & DEPENDENT CARE ARRANGEMENTS

VALS agrees to promote and support flexible working practices which will enable staff to adequately address both their work, family and dependent responsibilities.

This will be achieved through the promotion of such practices as but not limited to;

- * Permanent part-time work;
- * Job-share arrangements;
- * Part-time leave without pay, and
- * Flexible daily starting and finishing work times.

This will be dependent on requirements of the Organisation to meet work commitments and continued high quality services to the Aboriginal & Torres Strait Islander Community of Victoria.

15. SPECIAL FAMILY LEAVE

A. Eligibility for leave

(i) An employee with responsibilities in relation to the their dependent child or children or other members of their immediate family members who need

their care and support shall be entitled to special family leave for absences relating to illness of the family member(s).

(iii) An employee shall include a part-time employee but shall not include an employee engaged in casual or seasonal work.

(iv) An employee shall not be eligible for special family leave unless he/she has had no less than 30 days continuous service with the employer immediately preceding the date upon which the employee is absent on such leave.

(v) If the employer requests proof of the employee's responsibility for the family member in paragraph (D) hereof, the employee should provide written evidence in the form of a birth certificate, letter from adoption agency, statutory declaration or other letter of authority.

B. Period of Paid Leave

(i) An employee shall be entitled to be paid for absences related to special family leave up to five days per year.

(ii) The period of leave above shall not be increased where an employee is responsible for more than one member of their immediate family who need their care and support.

(iii) Such paid family leave will not be cumulative from year to year.

C. Leave and Other Entitlements

(i) Special family leave will be in addition to the employee's existing paid sick leave, holiday leave and other entitlements, paid and Unpaid.

(ii) Such leave will not be available to employees who are on parental, including maternity leave, paternity leave or adoption leave.

D. Notification

(i) Where possible, the employee shall give the employer notice prior to the absence of the intention to take such leave, the name of the child or other member and their relationship to the employee, the reasons for taking such leave, and the estimated length of time of absence.

(ii) If it is not possible for the employee to give notice in advance of being absent, the employee will notify the employer by telephone of such absence at the first opportunity on the day of the absence, as in paragraph (i) hereof.

(iii) All absences relating to a family members illness will be supported by a medical certificate if the absence is for more than one day.

16. COMPASSIONATE AND BEREAVEMENT LEAVE

An employee shall, on the death or serious illness of a wife, husband, father, mother, child, stepchild, brother, sister, father-in-law or mother-in-law, uncle, aunt, grandparents, or other person where a family relationship can be demonstrated such as ex-husband or ex-wife, be entitled to leave without deduction of pay for a period not exceeding the number of hours worked by the employee in two ordinary days work. Where the death of a family member has occurred the employee shall provide reasonable proof of that death to the satisfaction of management. In the event of the serious illness of an abovementioned relative, a doctor's certificate will be provided to the employer. Provided however that this clause shall have no operation while the period of entitlement to leave under it coincides with any other periods of entitlement to leave.

17. CULTURAL & CEREMONIAL LEAVE.

An employee who is legitimately required by Aboriginal tradition to be absent from work for Aboriginal ceremonial purposes shall be entitled to up 2 days paid leave and/or up to 10 days unpaid leave in any one year, provided leave is granted only with the authority of the employer's senior Aboriginal Management.

18. NATIONAL ABORIGINAL ISLANDER DAY OF CELEBRATION (NAIDOC)

Staff bound by this agreement, shall be entitled to one (1) days paid leave, to be taken during the week designated NAIDOC week, to attend an official NAIDOC week function. For the purpose of this agreement Official functions shall be activities organised by, or in junction with a Local or State Aboriginal Community Controlled Organisation, Aboriginal employee engaged by a State or Commonwealth Government Department and other authorities or agencies deemed appropriate by a Senior Aboriginal Manager employed by VALS. Such leave shall be taken at mutually agreed times between the employer and employee and shall have regard for the organisations needs.

NAIDOC leave shall not be taken in conjunction with annual or flex leave provisions.

19. ANNUAL LEAVE

Full-time staff are entitled to annual leave of 20 working days on the completion of 12 months continuous paid service, or pro-rata on completion of 3 months continuous paid service. Leave loading will apply at a rate of 17.5% on 4 weeks (20 working days). Part-time staff are entitled to pro-rata annual leave based on hours worked.

In recognition of full-time staff participating in the on-call roster, they shall be entitled to 25 working days annual leave. Leave loading does not apply to the additional 5 working days. Leave loading shall be paid at a pro-rata, equivalent to leave loading provisions outlined above (ie 14% on 25 days).

In further recognition of the crucial role and demand placed on a Metropolitan Client Service Officer who participates in the on-call roster, they shall be entitled to a further week (ie a total of 30 days annual leave). Leave loading shall be calculated at a rate of 11.6% on 30 days.

To be eligible for additional annual leave provisions (as provided above), staff must have participated in the on-call roster for a period of not less than six months.

The parties to this Agreement agree to the establishment of an annual leave roster. The roster shall detail requests for annual leave by individual staff for a 12-month period.

If an employee desires to have annual leave at a time other than provided in the roster, such request may be accommodated. Annual leave should be taken at times mutually agreed by the employee and their supervisor.

If Annual Leave is not taken in a 12-month period an amount equivalent of the Annual Leave Loading for the previous year may be paid as a lump sum on in the first pay in December each year. Staff who fall sick during periods of leave greater than 5 days, shall have the leave re-credited as annual leave in lieu of sick leave entitlements.

An employee may accrue up to 2 years worth of annual leave, or as otherwise approved by Management from time to time. After registration of this agreement staff shall be provided with the opportunity to reduce annual leave entitlements, to be taken at mutually agreed times. VALS agree to provide 4 weeks notice to all employee's who accrue up to 2 years annual leave so that there may be agreement between the parties on reducing annual entitlements to comply with this provision.

21. SICK LEAVE

In the event of an employee becoming sick and unfit for duty he/she shall be entitled to sick leave on full pay as follows:

- (1) During the first year of service, one working day for each month of service;
- (2) During the second, third and fourth years of service, fourteen working days in each year; and
- (3) Thereafter 21 working days in each year.

To be entitled to sick leave the employee shall produce a certificate from a legally qualified medical practitioner along with the standard application for leave which is to be submitted immediately on return to work; provided that single days up to a maximum of three in any one calendar year may be taken without the production of a medical certificate.

Absences on sick leave either side of a public holiday shall not be paid unless a medical certificate, statutory declaration or other evidence satisfactory to the employer is provided within seven days of return to work.

If sick leave is not taken in any year, as prescribed above the portion of leave not taken shall accumulate from year to year.

21. EXTENDED HOURS OF BUSINESS

To support VALS' core business of legal aid and legal aid related assistance delivery and the provision of innovative solutions in the problems experienced by clients the parties agree to jointly sponsor a feasibility study into client needs for extended hours for VALS.

22. ORGANISATIONAL CHANGE AND WORKPLACE REFORM

The parties recognise that VALS' organisational structure and work processes should be regularly reviewed with the following objectives:

- * Improving the standard of legal aid and legal aid related assistance to the Victorian Aboriginal and Torres Strait Islander community;
- * Offering more interesting and rewarding work for staff;
- * Obtaining maximum benefit from the introduction of new technology;
- * Enhancing the efficiency and effectiveness of VALS.

Whilst Management is responsible for final decisions on the implementation of new working arrangements and structures VALS agrees to keep staff regularly informed of reviews and new work arrangements and structures. This will be achieved through open consultation with staff and the associations through regular consultative forums.

The commitment to this open consultation will provide an environment for effective two-way communication in which staff are able to express points of view and thus have a genuine opportunity to influence Management decision-making. It will also provide Management with the opportunity to better utilise staff knowledge, experience and expertise. This shall however, not limit the operation of Clause 24, Part 2, Introduction of Change as contained in the Social & Community Services (Interim) Award 1995.

26. DEVELOPMENT OPPORTUNITIES

Consistent with the intentions of the Organisation VALS agrees to provide development opportunities for staff to act in higher positions during periods of relief. The extent of these development opportunities will be dependent upon normal budgetary constraints.

27. HIGHER DUTIES ALLOWANCE

An employee who is called upon to perform the duties of another employee in a higher classification under this agreement for a period of ten consecutive working days or more shall be paid for the period for which duties are

assumed at a rate not less than the minimum rates prescribed for the classification applying to the employee relieved.

28. TEAM WORK

Consistent with VALS' aim to achieve multi-skilled staff and achieving higher productivity the VALS will, in consultation with staff and the Union, regularly review options for having work planned organised and completed by teams. These reviews will include (but will not be restricted to):

- * An ongoing review of delegations and reporting requirements for staff;
- * Re-evaluation of all established positions through the introduction and implementation of an approved job evaluation methodology;
- * Identification of work processes where team work is appropriate.

29. DISPUTE AVOIDANCE AND SETTLEMENT PROCEDURES

VALS has established a grievance handling and dispute resolution mechanism so that all staff grievances may be resolved as promptly, fairly and equitably as possible. VALS acknowledges that the Union continue to provide an appropriate mechanism for dealing with staff grievances and disputes. The parties agree that the following procedures will apply to the settlement of disputes relating to matters affected by the application of this Agreement.

The parties accept that the objectives of these procedures is to avoid and resolve disputes on all matters covered by this Agreement, by exercising the requirements to provide information, consult, co-operate and negotiate at all times.

Without prejudice to either party, and except where a bona fide safety issue is involved, the parties shall ensure the continuation of work and that work practices applied during the operation of the procedures are in accordance with the relevant award and established custom and practice at the workplace. Where a bona fide safety issue exists, an employee shall not work in an unsafe environment but, where appropriate accept re-assignment to alternative suitable work in the meantime. In the event of any disagreement between the parties as to the interpretation or implementation of this agreement, the following procedures shall apply.

The level to which matters are progressed through the following steps of this procedure should not go beyond the initiating level of decision making or the appropriate level for resolution:

- (i) In the event of any matter arising which is of concern or interest, the accredited job delegate/representative(s) and, where appropriate, the employee(s) shall discuss the matter with the immediate supervisor.
- (ii) If the matter is not resolved at this level, it shall be referred by the Union delegate/representative of management who shall, within 48 hours or as

otherwise proposed, arrange a conference of the parties to discuss the matter.

(iii) If the matter remains unresolved at this level, it shall be referred to a Union branch or national official or their nominee and the Chief Executive Officer or their nominee representative for discussion and appropriate action.

(iv) If the matter is not resolved after steps (i) to (iii) have been undertaken it may be notified to the Australian Industrial Relations Commission.

Unless the parties propose to the contrary the Commission shall, in responding to the notification, have regard to whether the parties have, in good faith, undertaken the previous steps of these procedures. These procedures shall not limit the operation of Clause 37 of the Social and Community Services (Interim) Award 1995.

30. DISCIPLINARY PROCEDURES

Consistent with the administrative law principle of natural justice, these disciplinary procedures embody the following requirements:

1. A person whom an adverse decision may be made shall be informed as fully as possible of anything alleged against them,
2. Whenever possible, a person shall have an opportunity to put their case,
3. All parties to a matter shall be heard and all relevant submissions considered,
4. The person who lays the complaint shall not conduct the inquiry into the matter, and
5. The decision maker must act fairly and without bias.

30.1 Informal Counselling

(i) The employer and employee shall have at least one informal counselling session to identify the problem(s)/issue(s) which may be required to rectify the matter(s) and to provide this training.

Provided any reference to employer includes Chief Executive Officer, Executive Officer, Administration Officer, Supervisor or their designated nominee.

(ii) Informal notation of such session may be recorded by both the employer and employee for the purpose of follow-up at future sessions. The time frame separating each session shall be determined and agreed to by both parties at the close of each session. The employee shall have the right to have a

witness or Union representative present. If an employee declines an offer of representation then he/she shall sign a letter to this effect.

30.2 Formal Counselling

(i) Prior to any disciplinary action being taken by VALS against an employee, such employee will be counselled by the Chief Executive Officer in relation to the matter. A full record of the counselling session shall be made available to the employee.

30.3 Reprimand

(i) If the counselling is deemed unsuccessful after a period as agreed between the parties, the employer shall reprimand the employee for the unsatisfactory performance of their duties. Prior to the reprimand, the employee is to be advised that a Union delegate or such other person as nominated by the employee may be present as an observer, if the employee wishes.

(ii) In the reprimand the employee, the employer shall notify the employee that the disciplinary procedure has commenced and that the employee could be dismissed if they do not improve their performance.

(iii) When the reason for the reprimand has been identified and agreed between the parties it shall be documented.

(iv) The employer shall keep a full record of the reprimand and any future reprimands that take place and such record(s) shall be placed on the employee's file for a period of 12 months.

30.4 First Warning

(i) If the employee does not improve their performance after a period as agreed between the parties the employer shall advise the employee that they are to be warned. A Union delegate or such other person as nominated by the employee may be present as an observer at the time of warning, if the employee wishes.

(ii) The warning is to be confirmed in writing, properly worded and handed to the employee. A copy of the warning shall be placed on the employee's personnel file.

30.5 Second Warning

(i) If the employee does not improve their performance after a period as agreed between the parties of receiving the first warning the employer, after consultation with the Chairperson VALS, will give the employee, in writing, a second warning. The second warning is to be confirmed in writing and signed by the Chairperson VALS, or their delegate.

(ii) The Union delegate or such person as nominated by the employee may be present at this warning stage.

(iii) The second warning shall clearly state that should the employee's actions continue they shall receive a final warning and may be dismissed. A copy of the second warning will then be placed on the employee's personnel file.

30.6 Recommencement of Disciplinary Procedures

(i) Where an employee has been given a reprimand or a first warning and twelve calendar months after the reprimand or warning, they have received no further reprimand or warning, the disciplinary procedures shall recommence with counselling in its future application to that employee and the reprimand and/or warning shall be deemed withdrawn.

30.7 Termination

(i) If there has been no improvement in the employee's performance following the disciplinary procedures, the matter shall be discussed between the relevant management personnel and the Chairperson VALS. Should it be considered that termination is warranted, then the employee's contract of employment will be terminated in accordance with the Victorian Legal Professional, Clerical and Administrative Award 1993, and the Social & Community Services (Interim) Award 1995 as varied from time to time, as applicable for respective employees.

(ii) The termination will be formalised by a letter of the termination signed by the Chairperson.

30.8 Referral to the Australian Industrial Relations Commission

(i) Nothing in this document shall prevent a party referring any disciplinary matter for determination to the Australian Industrial Relations Commission.

30.9 Notice of Termination

(i) Notice of termination of employment by either party shall comply with the applicable award

34. ONGOING CONSULTATION

The parties to this agreement and the Union agree to continue full and open consultation and to establish, early in the life of the agreement, section or unit consultative committees.

Meetings will be held monthly or as otherwise agreed to by the relevant committees.

Committees will consist of equal representation of Management and Union.

SIGNATURES:

Signed on this day of 1998 by:

Martin Foley
Assistant Branch Secretary
Victoria Branch
Australian Municipal,
Administrative, Clerical and
Services Union

Frank E Guivarra
Chairperson
Victorian Aboriginal Legal Service
Co-operative Limited

Appendix 1

CLASSIFICATION AND WAGES RATES

8.1 Administrative Officer Level 1

8.1.1 This is the base level of the classification structure. There are no prescribed educational qualifications required.

8.1.2 Positions at this level work under close direction and initially require the application of basic skills and routines such as providing receptionist services; straight forward operation of keyboard equipment; filing; photocopying; collating; collecting and distributing; rounds and mail procedures; carrying out routine checks by simple comparisons; simple coding; maintaining basic records; obtaining or providing information about straight forward matters and routine user maintenance of office equipment.

8.1.3 The work may involve a combination of the activities outlined above including keyboard, clerical and other duties.

8.1.4 Initially work is performed under close direction using established routines, methods and procedures and there is little scope for deviating from these. Tasks should be mixed to provide a range of work experience; some may be of a routine operational nature. Problems can usually be solved by reference to straightforward methods, procedures and instructions. Assistance is available if required when problems arise.

8.1.5 Staff undertaking work at this level would normally become competent in individual tasks after a limited period of training or experience.

8.1.6 The work performed may be routine in nature but some knowledge and application of specific procedures, instructions, regulations or other requirements relating to general administration (e.g. personal or finance operations) and to specific programs or activities may be required.

8.1.7 Staff at this level may assist more senior officers in the tasks being undertaken by them. Work may include drafting of basic material for inclusion in reports and submissions, issuing form or routine letters and checking applications for benefits or grants.

8.1.8 Positions at Administrative Officer Level 1 have no supervisory responsibilities, although more experienced staff may assist new staff and provide guidelines and advice.

8.2 Administrative Officer Level 2

8.2.1 This level encompasses a range of work which requires routine experience or the application of skills derived from work of a similar nature and a general knowledge of the work to be performed. This is the first level which may include a supervisory role. Staff may be required to follow and interpret rules, regulations, guidelines, instructions and procedures, and be capable of undertaking a range of duties requiring judgement, liaison and communication within VALS and with other interested parties.

8.2.2 Positions at this level usually work under general direction and the work is subject to regular checks. Detailed instruction is not necessary and there is scope for staff to exercise initiative in applying established work practices and procedures.

8.2.3 The solution of problems may require the exercise of limited judgement, though guidance would be available in procedures, guidelines, regulations and instructions. The understanding of the information should allow decisions or policies relating to specific circumstances to be explained. Liaison within VALS or with other interested parties may be necessary.

8.2.4 This is the first level at which formal delegations may be found within the operations or the work area (e.g. recommending approval of recreation, sick and special leave, examination and service rendering of accounts).

8.2.5 Secretarial/administrative support positions may be included in this level where this is warranted having regard to:

8.2.5(a) the range and knowledge and skills required;

8.2.5(b) the degree of independence and responsibility assumed in undertaking tasks; and

8.2.5(c) the degree of direction given by the supervisor.

8.2.6 Positions where there is a frequently recurring need to take and transcribe verbatim the proceedings of conferences, deputations or inquiries are included in this level.

8.3 Administrative Officer Level 3

8.3.1 Positions at this level usually work under general direction and require relevant experience combined with a broad knowledge of VALS functions and activities and a sound knowledge of the major activities performed within the work area. Positions with supervisory responsibilities may undertake some complex operational work and may assist with, or review work undertaken by subordinates or team members.

8.3.2 Positions with supervisory responsibilities may include a degree of planning and co-ordination and tasks such as monitoring staff attendance and work flow.

8.3.3 Problems faced may be complex yet broadly similar to past problems. Solutions generally can be found in documented precedents, or in rules, regulations, guidelines, procedures and instructions though these may require some interpretation and application of judgement. There is scope for the exercise of initiative in application of established work practices and procedures.

8.3.4 Positions in this level may exercise delegations. Decisions made may have an impact on the VALS (e.g. on financial resources) but are normally of limited procedural or administrative importance.

8.4 Administrative Officer Level 4

8.4.1 Positions in this grade usually work under general direction within clear guidelines and established work practices and priorities, in functions which require the application of knowledge, skills and techniques appropriate to the work area. Work at this level requires a sound knowledge or program, activity, policy or service aspects of the work performed within a functional element, or a number of work areas. This is the first level where technical or professional qualifications may be required or desirable.

8.4.2 Work is usually performed under general direction and may cover a range of tasks associated with program activity or administrative support to more senior officers. Tasks may include providing administrative support to staff within technical or professional structures. This may include the collection and analysis of data and information and the preparation of reports, publications, papers and submissions including findings and recommendations.

8.4.3 Positions at this level may have supervisory responsibilities over staff operating a wide range of equipment or undertaking a variety of tasks in the area of responsibility.

8.5 Administrative Officer Level 5

8.4.1 Positions at this level work under general direction in relation to established priorities, task methodology and work practices to achieve results in line with the goals of VALS.

8.4.2 Positions at this level may, under general direction or work priorities, undertake the preparation of preliminary papers, draft complex correspondence for senior officers, undertake tasks of a specialist or detailed nature, assist in the preparation of procedural guidelines, provide information or interpretation to other interested parties, exercise specific process responsibilities, and oversee and co-ordinate the work of subordinate staff. Positions at this level are found in a variety of environments and

may undertake the management functions of a small local office or regional office structure.

8.4.3 Work may involve specialist subject matter of a professional or technical, project, procedural or processing nature, or a combination of these functions.

8.5 Administrative Officer Level 6

8.6.1 Positions at this level may manage the operations of an organisational element usually under limited direction. Positions at this level undertake various functions, under a wide range of conditions to achieve a result in line with the goals of VALS. Management of a program or activity may be a feature of the work undertaken at this level. Immediate subordinate positions may include staff in technical or professional structures, in which case supervision may involve the exercising of technical or professional skills or judgement.

8.6.2 Positions at this level are found in a variety of operating environments and structural arrangements. The primary function may be:

8.6.2(a) managing the operations of a discrete organisation element usually under limited direction;

8.6.2(b) supervising the operations of an organisation element which is part of a larger office within a regional/state office environment;

8.6.2(c) under limited direction in relation to priorities and work practices provide administrative support to a particular program or activity; or

8.6.3(d) providing subject matter expertise or policy advice, including technical or professional advice, across a range of programs or activities undertaken by VALS.

8.6.3 Positions at this level would be expected to set and achieve priorities, monitor work flow and/or manage staffing resources to meet objectives.

8.7 Allied Professional - Research and Project Officers

8.7.1 Positions at this level work under general direction in relation to the conduct of social research and the collection and analyses of statistical information.

8.7.2 Under the general direction of an Executive Officer the allied professional(s) will establish and maintain resources appropriate to researching topics in line with VALS broad plan, budget and strategy (including: but not limited to publications and statistical tables/information) and identify and initiate research techniques and draft necessary correspondence/reports and submissions.

8.7.3 Positions at this level will also participate in, and where necessary initiate, consultation with individuals and agencies directly concerned with approved activities being undertaken by the Research, Planning and Development Unit and in accordance with VALS broad operational and strategic plans.

8.7.4 An indicative training and educational level for this position is the completion or near-completion of tertiary qualifications in social sciences or a related discipline.

8.8 Client Service Officer Level 1

8.8.1 Positions at this level work under general direction in relation to established priorities task methodology and work practices to achieve results in line with the goals of VALS.

8.8.2 Under general direction of the Co-ordinator Client Support Unit undertake attendance's at Police Stations, courts other institutions and elsewhere to provide basic advice to clients, assist with policy interviews, take initial instructions, liaise with prisoners and lawyers, assist in preparation of matters for court, monitor compliance by police and other General Orders and advise superiors of non-compliance, provide assistance and support at court, attend court to provide assistance to lawyers, appear on basic court attendance's such as adjourning a matter.

8.8.3 Work may involve some requirement to undertake duty outside ordinary working hours and participation in an on-call rostering system.

8.9 Client Service Officer Level 2

8.9.1 Positions at this level may, from time to time, manage the operations of other Client Service Officers usually under limited direction or in a small regional office. Positions at this level undertake more complex and difficult functions, under a wide range of conditions to achieve a result in line with the goals of VALS. Management of one aspect of the VALS's field operations may be an element of the work undertaken at this level. Supervision may involve the exercising of technical or professional skills or judgement.

8.9.2 Positions at this level would be expected to set and achieve priorities, monitor work flow and/or manage staffing resources to meet objectives.

8.9.3 Positions at this level may require performance of some after hours and participation in an on-call rostering system.

8.10 Team Leader - Client Support Unit

8.10.1 As for levels 1 and 2 but with additional responsibilities.

8.10.2 Under limited direction manages the activities of other Client Service Officers on a day to day basis and under limited direction from the Chief Executive Officer take responsibility for overall performance of the Client Support Unit to achieve a result in line with the goals of VALS.

8.10.3 Positions at this level may undertake a management function involved in the administration of the field operations, including ensuring adequate communication between staff concerning initial contacts with clients, maintaining standards of field staff and ensuring compliance with guidelines developed for field operations, overseeing and managing the use of vehicles by all staff, ensuring all staff to adhere to guidelines for the use of vehicles, collate data on attendance's at police stations and other locations. Liaison with other elements of VALS, other government agencies, state and local authorities and community organisations are involved. Positions at this level would usually be considered part of the management structure of VALS and would participate in management decision-making.

8.10.4 Positions at this level may represent VALS at meetings, conferences and seminars. In some circumstances the supervisor or subordinates may be, or include, staff in technical or professional structures in which case supervision is for administrative purposes only. In all other circumstances, supervision may involve the exercise of technical or professional skill or judgement.

8.11 Legal Officer 1

8.11.1 Increments automatically on anniversary of date of employment or date of commencement in legal practice, whichever is the earlier date.

8.11.2 Duties include Magistrates' Court appearances, organisation of service provision to first level Courts and a range of civil matters.

8.12 Legal Officer 2

8.12.1 After two years service or equivalent. Incremental advancement on anniversary of date of commencement of employment or commencement in legal practice, whichever is the earlier date.

8.12.2 Duties include Magistrates', Contested leave and County Court pleas; arrangements; administration of multiple Courts and a range of civil matters.

8.13 Legal Officer 3

8.13.1 To fill specific positions designated as requiring L03.

8.13.2 Duties include the provision of advice to lower grade LO's; complex trial work regularly; criminal, civil and family; participation in policy matters as directed; Planning and other Committee membership as agreed from time to time.

8.17 Legal Officer 4

8.17.1 To fill positions designated as requiring L04.

8.17.2 Duties include supervision of all LO's participation in management and policy issues as directed; higher Court duties; membership of Planning and Briefing Committees.

8.13 Wage Rates

Classification		Salary
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Administrative Officer

LEVEL 1	1	\$439.00
	2	\$444.30
LEVEL 2	1	\$460.30
	2	\$471.00
LEVEL 3	1	\$478.40
	2	\$483.80
LEVEL 4		\$512.70
LEVEL 5		\$549.10
LEVEL 6	1	\$588.60
	2	\$628.10
	3	\$670.20

Allied Professionals Research and Project Officers

1.	\$663.70
2.	\$700.40
3.	\$724.80
4.	\$746.80
5.	\$771.10

Client Service Officer

LEVEL 1	1.	\$582.90
	2.	\$603.80
	3.	\$629.00
	4.	\$653.20
	5.	\$663.70
	6.	\$700.40
	7.	\$724.80
	8.	\$746.80
LEVEL 2	1.	\$629.00
	2.	\$653.20
	3.	\$663.70
	4.	\$700.40
	5.	\$724.80

	6.	\$746.80
Team Leader Client Support Unit		
	1.	\$793.80
	2.	\$818.30
Legal Officer		
Grade 1	1.	\$700.40
	2.	\$724.80
Grade 2	1.	\$746.80
	2.	\$771.10
Grade 3	1.	\$793.80
	2.	\$818.30
Grade 4	1.	\$907.40
	2.	\$967.20
	3.	\$1,006.72

Appendix 2.

OCCUPATIONAL HEALTH AND SAFETY

The parties are committed to the principles of Occupational Health and Safety. VALS and its staff acknowledge their joint obligations under relevant legislation to create, maintain and promote a safe and healthy work environment. During the life of this agreement:

- * VALS will continue to ensure that appropriate systems are in place to effectively manage health and safety issues which include:
- * Effective risk assessment management;
- * Early intervention procedures for all work related stress and other worker's compensation claims to facilitate speedy rehabilitation of affected staff to the workplace;
- * The preparation of guidelines and procedures designed specifically for the prevention and management of client aggression;
- * Active co-operation by all parties in the development and implementation of return to work programs and continuing rehabilitation.
- * All staff will continue to observe all health and safety policies, programs and systems and will provide for co-operation to VALS and rehabilitation providers in their attempts to minimise the incidents of work-related injuries.

The parties agree to jointly develop a VALS protocol for the management and prevention of excess sick leave and to work co-operatively towards achieving a reduction in the incidence of sick leave and absenteeism within VALS.

Appendix 3.

HARASSMENT POLICY

VALS places great emphasis on attracting and rewarding the best people and is committed to providing a safe and productive work environment for all employees and others with whom we associate at work.

VALS considers that harassment by or toward employees, suppliers and clients is an unacceptable form of behavior which will not be tolerated under any circumstances.

Harassment is not only unacceptable it is unlawful pursuant to state legislation (Equal Opportunity Act 1995) and federal legislation (Sex Discrimination Act; Race Discrimination Act 1975; Disability Discrimination Act 1992; Human Rights and Equal Opportunity Commission Act 1986).

It is the responsibility of management to provide a working environment free from harassment and to ensure that all complaints are treated confidentially, seriously and sympathetically and that appropriate action is taken whenever harassment has occurred. Disciplinary action will be taken against anyone found to have harassed another employee. No employee will be penalised or disadvantaged as a result of raising concerns or complaints relating to harassment.

Reports and complaints of harassment should be directed to the immediate supervisor or the VALS appointed Harassment Contact Officer if it is not appropriate to discuss the instances with an immediate supervisor.

In addition to the management of VALS, staff may approach the Equal Opportunity Commission for independent advice at any time.