



# DECISION

*Fair Work Act 2009*  
s.185—Enterprise agreement

**Oxfam Australia**  
(AG2023/1064)

## **OXFAM AUSTRALIA AND AUSTRALIAN SERVICES UNION ENTERPRISE AGREEMENT 2023-2026**

Social, community, home care and disability services

COMMISSIONER WILSON

MELBOURNE, 11 MAY 2023

*Application for approval of the Oxfam Australia and Australian Services Union Enterprise Agreement 2023-2026*

[1] An application has been made for approval of an enterprise agreement known as the *Oxfam Australia and Australian Services Union Enterprise Agreement 2023-2026* (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.202(4) of the Act, the model flexibility 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 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 18 May 2023. The nominal expiry date of the Agreement is 31 March 2026.



COMMISSIONER

Printed by authority of the Commonwealth Government Printer

<AE519990 PR761822>

## Annexure A

### IN THE FAIR WORK COMMISSION

**FWC Matter No.:**

AG2023/1064

**Applicant:**

**Oxfam Australia**

Dear Commissioner Wilson,

Section 185 – Application for approval of a single enterprise agreement

## Undertaking – Section 190

I, Tahjma Richardson, Acting Director, Capability & Impact at Oxfam Australia (**OAU**) give the following undertakings with respect to the *Oxfam Australia and Australian Services Union Enterprise Agreement 2023 - 2026 (Agreement)*:

1. I have the authority given to me by OAU to provide this undertaking in relation to the application before the Fair Work Commission.
2. OAU undertakes that the following clauses will operate subject to the National Employment Standards of the *Fair Work Act 2009 (Cth)*:

- a. Clause 13(a)(ii) (“Annual Leave”) - in that the entitlement for full-time employees will be 4 weeks. Therefore, I confirm Clause 13(a)(ii) – when read in conjunction with this undertaking - shall read:

*“Full-time employees are entitled to **4 weeks (i.e. 20 days)** of paid annual leave per annum.”*

- b. Clause 18(a)(iii) (“Compassionate Leave”) - in that the entitlement may be taken by an employee where the employee, their spouse, or de facto partner has a miscarriage or gives birth to a stillborn child. Therefore, I confirm Clause 18(a)(iii) – when read in conjunction with this undertaking – shall read:

*“An employee may take compassionate leave:*

- A. *where a member of the employee’s immediate family or household has sustained a life-threatening illness or injury; or*
- B. *following the death of a member of the employee’s immediate family or household; or*
- C. ***where the employee, their spouse, or de facto partner has a miscarriage or gives birth to a stillborn child.”***

3. OAU undertakes that the following clauses will be amended as detailed below:
  - a. Clause 6 of the Agreement (“Definitions”) – to include a definition of “shiftworker”. Therefore, I confirm Clause 6 – when read in conjunction with this undertaking – shall read:

<b>Term</b>	<b>Definition</b>
ASU	<i>Australian Services Union</i>
DFV	<i>Domestic and Family Violence</i>
FW Act	<i>Fair Work Act 2009 (Cth)</i>

<i>Immediate Family</i>	<i>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.</i>
<i>LWOP</i>	<i>Leave Without Pay (Unpaid Leave)</i>
<i>LSL</i>	<i>Long Service Leave</i>
<i>NES</i>	<i>National Employments Standards of the FW Act</i>
<i>OAU</i>	<i>Oxfam Australia (ACN 055 208 636)</i>
<i>SCC</i>	<i>Staff Consultative Committee</i>
<b>Shiftworker</b>	<b><i>For the purposes of the extra week of annual leave under the NES, an employee who works for more than 4 ordinary hours on 10 or more weekends during the yearly period in respect of which their annual leave accrues</i></b>
<i>TOIL</i>	<i>Time off in Lieu, generally for overtime worked</i>

- b. Clause 35(b) of the Agreement ("Types of Employment") - to provide for a minimum 3-hour engagement for part-time employees. Therefore, I confirm Clause 35(b) – when read in conjunction with this undertaking – shall read:

<i>Types of employment</i>	<b>Description</b>
<i>Full-time employee</i>	<ul style="list-style-type: none"> <li>Engaged to work 35 hours per week, or 35 hours per week averaged over a 4-week period; and</li> <li>Receives leave entitlements on a full-time load.</li> </ul>
<i>Part-time employee</i>	<ul style="list-style-type: none"> <li>Engaged to work less than 35 hours per week, or less than 35 hours per week averaged over a 4-week period;</li> <li>Have guaranteed hours per week; <del>and</del></li> <li>Receive full-time employee entitlements on a pro-rata basis; <b>and</b></li> <li><b>Engaged (or otherwise paid) for a minimum of 3 hours per period of work.</b></li> </ul>
<i>Casual employee</i>	<ul style="list-style-type: none"> <li>Engaged as needed by OAU, and paid as such;</li> <li>No guaranteed hours and no firm advance commitment of ongoing work (with or without) an agreed pattern of work;</li> <li>Receives a 25% loading on top of their base rate for all work completed to compensate for not receiving full-time and part-time entitlements (such as paid annual leave, paid personal / carer's leave, notice of termination, redundancy pay etc.); and</li> <li>Engaged (or otherwise paid) for a minimum of 3 hours per period of work.</li> </ul>

4. I confirm that in relation to Clause 11 ("Overtime and Time Off In Lieu (TOIL)", a casual employee engaged by OAU will receive payment (at the rates specified in clause 11(d)(i) of the Agreement) for any overtime hours worked.
5. These undertakings are provided on the basis of issues raised by the Fair Work Commission in the application before the Fair Work Commission.

*Tahjma Richardson*

---

**Signature**

9 May 2023

---

**Date**

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.



**OXFAM**  
Australia

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

**OXFAM AUSTRALIA  
AND AUSTRALIAN  
SERVICES UNION  
ENTERPRISE AGREEMENT  
2023-2026**

# Contents

## Table of Contents

<b>Contents .....</b>	<b>2</b>
<b>SECTION 1 – PREAMBLE.....</b>	<b>4</b>
1. TITLE .....	4
2. COVERAGE .....	4
3. OPERATION .....	4
4. PRINCIPLES OF THIS AGREEMENT.....	4
5. RELATIONSHIP TO OTHER INDUSTRIAL INSTRUMENTS.....	4
6. DEFINITIONS.....	5
<b>SECTION 2 – REMUNERATION.....</b>	<b>6</b>
7. CLASSIFICATION OF JOBS.....	6
8. SUPERANNUATION .....	6
9. SALARY AND SALARY INCREASES.....	6
10. SALARY PACKAGING .....	8
11. OVERTIME AND TIME OFF IN LIEU (TOIL) .....	8
12. HIGHER DUTIES .....	10
<b>SECTION 3 – LEAVE.....</b>	<b>12</b>
13. ANNUAL LEAVE .....	12
14. PURCHASED ANNUAL LEAVE.....	13
15. PERSONAL / CARER’S LEAVE.....	13
16. CULTURAL LEAVE.....	15
17. COMMUNITY SERVICE LEAVE.....	15
18. COMPASSIONATE LEAVE .....	15
19. LONG SERVICE LEAVE.....	16
20. PARENTAL LEAVE .....	17
21. BREASTFEEDING.....	20
22. DOMESTIC AND FAMILY VIOLENCE LEAVE.....	20
23. UNION DELEGATE LEAVE .....	21
24. SORRY BUSINESS LEAVE .....	22
25. GENDER AFFIRMATION LEAVE.....	22
26. HUMANITARIAN LEAVE.....	23
27. PUBLIC HOLIDAYS .....	24
28. WORK-RELATED TRAVEL .....	25
29. LEAVE WITHOUT PAY .....	26
30. SABBATICAL .....	27
<b>SECTION 4 – CONDITIONS OF WORK .....</b>	<b>28</b>
31. REIMBURSEMENT OF EXPENSES .....	28
32. OUT OF HOURS SUPPORT .....	28
33. RECRUITMENT AND SELECTION.....	30
34. JOB SHARING .....	30
35. TYPES OF EMPLOYMENT.....	31
36. PROBATIONARY PERIOD .....	32
37. SECURITY OF EMPLOYMENT.....	32
38. HOURS OF WORK .....	33
39. OFFICE CLOSURE .....	33
40. 30 HOUR WORK WEEK TRIAL.....	34
41. INDIVIDUAL FLEXIBILITY ARRANGEMENT.....	35
42. FLEXIBLE WORKING ARRANGEMENTS .....	36
43. CONTINUITY OF SERVICE.....	37

44.	REDUNDANCY AND REDEPLOYMENT .....	37
45.	LEARNING AND DEVELOPMENT ENTITLEMENTS.....	39
46.	GRIEVANCE PROCEDURE AND DISPUTE RESOLUTION.....	41
47.	TERMINATION OF EMPLOYMENT .....	43
<b>SECTION 5 – ADMINISTRATIVE MATTERS .....</b>		<b>44</b>
48.	WORKPLACE DIVERSITY .....	44
49.	WORK HEALTH AND SAFETY.....	44
50.	WORKER’S COMPENSATION .....	44
51.	MAJOR WORKPLACE CHANGE AND CONSULTATION .....	46
52.	STAFF CONSULTATIVE COMMITTEE (SCC) .....	48
EXECUTION.....		0
SCHEDULE A – SALARIES AND SALARY INCREASES .....		0



## SECTION 1 – PREAMBLE

---

### 1. TITLE

- a. This Agreement will be known as the *Oxfam Australia and Australian Services Union Enterprise Agreement 2023-2026*.

### 2. COVERAGE

- a. This Agreement will cover:
  - i. Oxfam Australia (ACN 055 208 636) (**OAU**);
  - ii. the Australian Services Union (**ASU**); and
  - iii. all employees employed by OAU in the classifications specified at Schedule A of this Agreement.
- b. Executive Employees, employed at categories 0, 1A and 1B are specifically excluded from this Agreement.

### 3. OPERATION

- a. The Agreement shall operate from the 7<sup>th</sup> day after it is approved by the Fair Work Commission (**Date of Operation**).
- b. The Agreement has a nominal expiry date of 31 March 2026 (**Nominal Expiry Date**).
- c. The parties agree to commence discussions for a replacement agreement no earlier than 9 months prior to the Nominal Expiry Date of this Agreement.

### 4. PRINCIPLES OF THIS AGREEMENT

- a. This Agreement seeks to:
  - i. ensure fair, equitable and reasonable conditions for all employees, consistent with OAU's values. OAU puts its values of Accountability, Empowerment, Transparency and Respect at the centre of what it does and provides an environment where employees are respected, valued and are given the opportunity to contribute; and
  - ii. deliver OAU's commitment to its employees to:
    - A. provide an environment that supports work-life balance;
    - B. remunerate equitably according to skill, knowledge and experience levels of the role and ensure any evaluation of jobs is open and transparent;
    - C. consultation and collaboration in effective decision making;
    - D. use the most secure form of employment that is reasonably practicable in the circumstances.

### 5. RELATIONSHIP TO OTHER INDUSTRIAL INSTRUMENTS

- a. This Agreement operates to the exclusion of all other Modern Awards (including the Award) and replaces the Oxfam Australia and Australian Services Union Enterprise Agreement 2019, and all previous enterprise agreements in respect of OAU and its employees.

- b. This Agreement will be read and interpreted in conjunction with the 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.
- c. Any disputes regarding the interaction of the Award and this Agreement, or over the application of the Award or this Agreement, shall be dealt with in accordance with procedures set out in clause 46 of this Agreement.

## 6. DEFINITIONS

Term	Definition
ASU	Australian Services Union
DFV	Domestic and Family Violence
FW Act	<i>Fair Work Act 2009 (Cth)</i>
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.
LWOP	Leave Without Pay (Unpaid Leave)
LSL	Long Service Leave
NES	National Employments Standards of the FW Act
OAU	Oxfam Australia (ACN 055 208 636)
SCC	Staff Consultative Committee
TOIL	Time off in Lieu, generally for overtime worked

## SECTION 2 – REMUNERATION

---

### 7. CLASSIFICATION OF JOBS

a. **Role classification**

- i. OAU may, in its absolute discretion and at the request of the relevant line manager, evaluate the classification of a role against the OAU Classification Framework (which does not form part of, nor is incorporated within, this Agreement) where:
  - A. a new position is created;
  - B. significant changes are made to a Position Description when a role becomes vacant; and / or
  - C. the scope and responsibilities of an employee's position change significantly over time or due to organisational restructure.
- ii. Any disputes regarding role classification shall be dealt with in accordance with the procedures set out in clause 46 of this Agreement.

b. **Review**

- i. OAU commits to reviewing the OAU Classification Framework during the life of this Agreement.

### 8. SUPERANNUATION

a. **Mandatory superannuation contributions**

- i. 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 (in accordance with applicable legislation).

b. **Co-contribution matching**

- i. 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 beyond the Superannuation Guarantee rate, OAU will match this additional contribution up to a maximum of 2% of the employee's salary per pay.

### 9. SALARY AND SALARY INCREASES

a. **Base salaries**

- i. Base salaries for each classification level are set out in Schedule 1.

b. **Salary increases**

- i. OAU will increase employees' base salaries across the life of this Agreement, capped at 14%, as outlined in the table below:

Year	First pay period on or after	Percentage increase
1	1 April 2022	6.1%
2	1 April 2023	2.5%

3	1 April 2024	2.5%
4	1 April 2025	2.9%

- ii. Notwithstanding clause 9ii above, if the Australian All-Groups Consumer Price Index (**CPI**) is greater than 7.0% as reported for the March 2024 quarter in April 2024, then OAU and the ASU will make all reasonable efforts to discuss in good faith the Year 3 (April 2024) percentage increase by no later than 30 April 2024.
- iii. Any salary increases will take effect from the start of the employee's first full pay period that falls closest to the dates specified.

c. **Payment of Salaries**

- i. Salaries are paid each fortnight in arrears, less applicable tax and superannuation contributions, into the employee's nominated bank account.
- ii. Pay slips will be provided to employees for each pay period.

d. **Time sheets**

- i. All casual employees are required to lodge an authorised time sheet for each pay period.

e. **Salary increments**

- i. Each classification consists of salary increment levels (as set out in the table below):

<b>Increment</b>	<b>Eligibility</b>
A *initial increment upon commencement	Up to 1 year employed in current category
B	After 1 year's employment in current category
C	After 2 years' employment in current category
D	After 4 years' employment in current category
E	After 6 years' employment in current category

- ii. All employees commencing with OAU will start at Increment A on the base salary of their respective classification.
- iii. Employees shall receive increases to salary increments within the classification based on their tenure with OAU at a particular job category, contingent on completion of the most recent performance review with their manager.
- iv. It is the responsibility of both the employee and their relevant manager to ensure the Performance Review is completed. No salary increment will be unreasonably withheld where failure to complete the review is not the fault of the employee.
- v. Any salary increments will take effect from the start of the employee's first full pay period that falls closest to the eligibility date.

- vi. An employee's date of eligibility for their next increment will be extended by any period of unpaid leave of more than 4 weeks.

f. **Changes to Job or Category**

- i. If an employee's position is reclassified, they will maintain the increment they have reached.
- ii. Increment progression in the new category will assume the date of commencement in the new role as the anniversary date.
- iii. 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.
- iv. If the category at which an employee is employed goes down, then they will maintain their current pay increment level.

## 10. SALARY PACKAGING

- a. OAU offers an optional flexible salary packaging option for all employees covered by this Agreement (except for casual employees). The terms of any salary packaging options provided by OAU to employees do not form part of, nor are incorporated within, this Agreement.
- b. Salary packaging options offered by OAU are completely optional, and an employee may elect to participate by notifying OAU in writing.
- c. 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.

## 11. OVERTIME AND TIME OFF IN LIEU (TOIL)

a. **General**

- i. 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.
- ii. Time-off-in-lieu (**TOIL**) is paid time away from work provided to an employee in place of payment for authorised worked overtime.
- iii. Where no authorisation is provided by OAU, overtime will not be compensated.
- iv. In accordance with this clause:
  - A. Full-time employees who are authorised or requested to work overtime will be compensated with the provision of TOIL; and
  - B. Part-time employees who are authorised or requested to work overtime will be compensated with the provision of TOIL or paid overtime, at the discretion of the employee. The maximum amount of total hours which can be paid in any one fortnight is 70 hours.
- v. Employees are entitled to reimbursement of expenses involved in working overtime in accordance with clause 31.

b. **Breaks**

- i. An employee working overtime will be entitled to a paid rest break of 20 minutes after each 4 hour period of overtime.
- ii. An employee working overtime will not be required to return to work until 10 hours have passed following the time they finished the period of overtime.

c. **TOIL accrual for travel time**

- i. The maximum accrual of TOIL per 24-hours of OAU-directed travel time is outlined in the table below (plus any applicable penalty rates):

Travel time	Maximum TOIL entitlement
0 – 14 hours	7 hours
15 – 24 hours	10.5 hours

d. **Rates of accrual**

- i. The TOIL accrual rates for authorised overtime are outlined in the table below:

Overtime worked	Rate of TOIL accrual
Monday to Friday	1 hour of TOIL per 1 hour of overtime worked
Saturday or Sunday	1.5 hours of TOIL per 1 hour of overtime worked
Public holiday	2 hours of TOIL per 1 hour of overtime worked

e. **Taking TOIL**

- i. Where reasonably practicable, TOIL will be taken within 12 weeks of it being accrued.
- ii. Any request to take TOIL must be mutually agreed with the employee's line manager, and will not be unreasonably refused.
- iii. Unless authorised by OAU, any accrued TOIL must be used in advance of using any accrued annual leave or accrued LSL.

f. **Direction to take TOIL**

- i. OAU may direct an employee to take accrued TOIL where:
  - A. the employee has accrued an excessive amount of TOIL (i.e. greater than 70 hours);
  - B. the employee has not taken their accrued TOIL within 12 weeks of it being accrued;
  - C. OAU offices are being shut down for a specified period (i.e. End of Calendar Year Office Closure etc.);
  - D. there are exceptional operational circumstances (i.e. stand-down etc.);

E. the employee has given notice of termination of employment; and / or

F. in the circumstances of a fixed-term or maximum-term employee, the employee is within the final 4 weeks of their contract of employment.

ii. Where practicable, OAU will give the employee no less than 4 weeks' notice, or agree with the employee on a mutually suitable time, to take the accrued TOIL. Notwithstanding the above, this clause does not apply to clauses 11(f)(i)E and 11(f)(i)F above, whereby OAU will give the employee no less than one week's notice.

g. **Termination of employment**

i. On notice of termination of employment from the employee or OAU, OAU and the employee will mutually agree on arrangements to take any accrued TOIL as part of the employee's notice period.

ii. If this is not reasonably practicable or accrued TOIL entitlements cannot be fully used up during the notice period, OAU will pay out any accrued TOIL at the relevant overtime rates in the employee's final pay.

## 12. HIGHER DUTIES

a. **Allowance**

i. An employee who is requested by OAU to perform duties in a higher classification under this Agreement for a period of more than 5 consecutive working days will be paid for that period as outlined in the table below:

Higher duties period	Applicable pay rate
0 – 5 working days	Employee's current base salary (i.e. no change)
6 – 10 working days	Employee's current base salary, plus 50% of the difference between the employee's current base salary and the higher classification's base salary per day
Greater than 10 working days	Higher classification's base salary

ii. Where a request by OAU is made, there is no obligation for an employee to accept higher duties.

b. **Higher duties allowance and increments within a classification level**

i. Where an employee is:

A. performing higher duties at the classification level above their usual classification level; and

B. entitled to a part or full payment at the higher classification's base salary, the employee shall be paid no less than three increment levels across the two classifications.

---

*For example:*

*1. An employee who ordinarily is classified at Level 3, Increment A, B or C performing higher duties of an employee at Level 3 Enhanced will – where eligible – receive Level 3 Enhanced, Increment A.*

*2. An employee who ordinarily is classified at Level 3, Increment D performing higher duties of an employee at Level 3 Enhanced will – where eligible – receive Level 3 Enhanced, Increment B.*

- ii. If an employee performing higher duties is carrying out a role that is categorised at a classification level two or more levels above their usual classification level, the employee shall be entitled to be paid at Increment A of the relevant classification level of the role being relieved.

c. **Higher duties while on leave**

- i. Employees will not be paid higher duties for any period of planned leave that falls within the period of higher duties, where the period of higher duties is less than 2 months.
- ii. Higher duties for periods of 2 months or longer should attract the higher rate of pay for any leave (annual leave, LSL, study leave etc.).
- iii. Staff on higher duties who take unplanned leave (personal leave, community service leave etc.) will be paid at the higher duties rate.



## SECTION 3 – LEAVE

---

### 13. ANNUAL LEAVE

a. **Entitlement**

- i. All employees (except for casual employees) are entitled to paid annual leave.
- ii. Full-time employees are entitled to 20 days of paid annual leave per annum.
- iii. Annual leave accrues progressively throughout the year and is calculated on a pro-rata basis for part-time employees based on their ordinary hours of work.
- iv. Any accrued but unused annual leave will accumulate from year to year, and is paid out to an employee on termination.
- v. OAU strongly recommends employees take their annual leave entitlements within the year they accrue.

b. **Excessive balance**

- i. For the purpose of this clause, “**excessive balance**” means where an employee has 6 weeks or more annual leave accrued.
- ii. Where an employee has an excessive balance:
  - A. OAU may direct the employee to take their accrued annual leave entitlements (as outlined in clause 13(c) below); or
  - B. the employee may make a request to OAU to have a once-off annual leave cash out, within one year of the Date of Operation of this Agreement. Where a request for payment is made, an employee must have at least 4 weeks of annual leave as a remaining balance.

c. **Direction to take annual leave**

- i. OAU may, in its absolute discretion, direct an employee to take their accrued annual leave entitlements where:
  - A. the employee has accrued an excessive amount of annual leave (i.e. [6] weeks or more);
  - B. OAU offices are being shut down for a specified period (i.e. End of Calendar Year Office Closure etc.); and / or
  - C. there are exceptional operational circumstances (i.e. stand-down etc.).
- ii. 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.

d. **Notice**

- i. An employee will provide the following written notice to OAU in advance of taking annual leave:
  - A. For periods of up to 4 weeks (i.e. 20 days) – at least one week; and
  - B. For periods of more than 4 weeks – at least 10 weeks.

- ii. OAU will consider all requests for annual leave in its absolute discretion and with regard to reasonable business grounds, but will not unreasonably refuse a request.
- e. **General**
- i. Annual leave entitlements do not continue to accrue during a period of unpaid leave / LWOP.
  - ii. Where a permanent employee is taking any form of paid leave at half pay, annual leave will accrue at half their standard accrual rate.
  - iii. Employees are not entitled to annual leave loading.
  - iv. An employee:
    - A. may request to take their accrued annual leave entitlements at half pay;
    - B. may request to have their annual leave entitlements paid to them in advance of taking a period of authorised annual leave. This request must be made no later than 2 weeks prior to the start date of the leave, and OAU will consider this request in its absolute discretion, but will not unreasonably refuse a request; and
    - C. cannot fall into a negative annual leave balance without prior authorisation by People & Culture.

#### 14. PURCHASED ANNUAL LEAVE

- a. All employees (except for casual employees) can request to take up to 4 weeks extra annual leave per year (making a maximum – for full-time employees – of 8 weeks of annual leave per year) (**Purchased Leave**).
- b. Where an employee who requests – and is granted – Purchased Leave, their annual salary will be reduced by the number of weeks (up to 4 weeks) and their remaining salary will be proportionately spread over the full 52-week year, thus ensuring that they receive the same fortnightly pay throughout the year.
- c. Purchased Leave must be taken within 12 months of an approved request, and any unused Purchased Leave will be paid out to an employee at the end of the 12-month period.
- d. OAU will consider all requests for purchased annual leave in its absolute discretion and with regard to reasonable business grounds, but will not unreasonably refuse a request.

#### 15. PERSONAL / CARER'S LEAVE

- a. **Entitlement**
  - i. All employees (except for casual employees) are entitled to paid personal / carer's leave (NB: Casual employees are entitled to unpaid carer's leave as per the NES).
  - ii. All employees (except for casual employees) are entitled to 20 days' paid personal / carer's leave that accrues progressively throughout the year and is calculated pro-rata for part-time employees based on ordinary hours of work.
  - iii. All employees (except for casual employees) are entitled to accumulate a

maximum of 20 days of paid personal / carer's leave from year to year. Any accrued but unused personal / carer's leave is not paid out to an employee on termination.

- iv. An employee may take personal / carer's leave:
  - A. because the employee is not fit for work because of a personal illness or injury and / or a climate crisis (i.e. floods, bushfires etc.) affecting the employee;
  - B. to provide care or support to a member of the employee's immediate family or household who requires care or support because of a personal illness, personal injury or unexpected emergency affecting the member;
  - C. because the employee needs to attend a medical appointment on behalf of themselves, or in support of their spouse or dependents (NB: This includes pregnancy, assisted reproductive treatment / IVF, adoption and surrogacy-related medical appointments);
  - D. because the employee is not fit for work due to menstruation or menopause; and / or
  - E. in relation to testing, vaccination and / or isolation requirements under applicable legislation or enforceable Government directions in respect of COVID-19.

b. **Individual Leave**

- i. All employees (except casual employees) are entitled to 5 days (pro rata for part time employees) of paid Individual Leave upon commencement. This entitlement shall renew on each anniversary of employment, and may only be used for the purposes specified in clause 15(a)(iv) above.
- ii. Individual Leave does not accumulate from year to year and any unused leave from the previous year is not carried over nor paid out to an employee on termination.
- iii. Individual Leave must be exhausted before any paid personal / carer's leave is used.

c. **Notice**

- i. If an employee is unable to attend work for the purposes specified in clause 15(a)(iv) above, they should inform their line manager as soon as practicable prior to their normal start time and advise them of the expected period of leave.

d. **General**

- i. Personal / carer's and individual leave entitlements do not continue to accrue during a period of unpaid leave / LWOP.
- ii. OAU may request reasonable evidence in the event an employee takes personal / carer's leave or individual leave. Generally, OAU may request such evidence where:
  - A. 3 or more consecutive days of personal / carer's leave, or individual leave are taken;
  - B. personal / carer's leave has been taken on more than three occasions for periods of 3 days or less in any 12-month period; and / or
  - C. an employee takes personal / carer's leave or individual leave while they

are on annual leave or another form of leave.

## 16. CULTURAL LEAVE

- a. **Commitment**
  - i. OAU acknowledges the importance of customary and cultural obligations for Aboriginal and Torres Strait Islander employees, as well as for employees from various diverse cultural and religious backgrounds.
- b. **Entitlement**
  - i. All employees (except casual employees) are entitled to take paid cultural leave.
  - ii. Both full-time and part-time employees are entitled to take up to 5 days of paid cultural leave per annum.
  - iii. An employee may take cultural leave on account of:
    - A. culturally or religiously significant days / events;
    - B. attending ceremonies of religious or cultural significance which involve a member of the employee's immediate family; and / or
    - C. engaging or participating in cultural activities – where an employee identifies as Aboriginal or Torres Strait Islander.
- c. **Notice**
  - i. An employee must apply for cultural leave to their line manager in writing, and must provide one week's notice.
- d. **General**
  - i. Cultural leave does not accumulate from year to year, and is not paid out to an employee on termination.

## 17. COMMUNITY SERVICE LEAVE

- a. All employees (including casual employees) are entitled to unpaid community service leave as per the NES.
- b. **Jury service**
  - i. Where an employee is required to attend mandatory jury service, an employee shall be paid make up pay for the full duration they are required for jury service.

NB: For clarity, “**make up pay**” means the difference between their ordinary rate of pay per day, minus any jury duty payments paid to the employee by the Courts.

## 18. COMPASSIONATE LEAVE

- a. **Entitlement**
  - i. All employees (except casual employees) are entitled to paid compassionate leave (NB: Casual employees are entitled to unpaid compassionate leave as

per the NES).

- ii. Both full-time and part-time employees are entitled to 5 days of paid compassionate leave per occasion.
- iii. An employee may take compassionate leave:
  - A. where a member of the employee's immediate family or household has sustained a life-threatening illness or injury; or
  - B. following the death of a member of the employee's immediate family or household.

b. **Notice**

- i. If an employee is unable to attend work for the purposes specified in clause 18aiii above, they should inform their line manager as soon as practicable.

c. **General**

- i. Compassionate leave does not accumulate from year to year, and is not paid out to an employee on termination.
- ii. Compassionate leave may be taken on each occasion as:
  - A. a single, continuous 5 day period;
  - B. 5 separate periods of one day each; or
  - C. any separate periods as agreed between OAU and the employee.
- iii. At the discretion of OAU, leave may be provided where a person of significance to an employee has died or has become seriously ill.

## 19. LONG SERVICE LEAVE

a. **Entitlement**

- i. All employees (including casual employees) are entitled to long service leave (LSL).
- ii. On 5 years of continuous service with OAU, a full-time employee is entitled to 7.5 weeks of LSL.
- iii. An employee's LSL entitlement accrues progressively (at the rate of 1.5 weeks per year of service), and is calculated on a pro-rata basis for part-time and casual employees based on their hours of work.
- iv. Any accrued but unused LSL will accumulate from year to year, and is only paid out to an employee on termination if:
  - A. the employee has reached 7 years of continuous service with OAU; or
  - B. the employee has more than 5 years of continuous service with OAU but less than 7 years, and their termination:
    - a. was at the employee's initiative, on account of illness or incapacity, with evidence provided by a qualified medical practitioner; or
    - b. was at OAU's initiative for any reason other than serious misconduct.

- b. **Notice**
- i. An employee will provide the following written notice to OAU in advance of taking LSL:
    - A. For periods of up to 4 weeks (i.e. 20 days) – at least one week; and
    - B. For periods of more than 4 weeks – at least 10 weeks.
  - ii. OAU will consider all requests for LSL in its absolute discretion and with regard to reasonable business grounds, but will not unreasonably refuse a request.
- c. **General**
- i. LSL entitlements continue to accrue during a period of unpaid leave / LWOP (up to a maximum of 52 weeks).
  - ii. An employee may request to take their accrued LSL entitlements at half pay (i.e. 15 weeks for a full-time employee after 5 years of continuous service).
  - iii. Where any inconsistency exists between this clause and the relevant State or Territory LSL legislation that applies to an employee, and the applicable legislation provides a more beneficial or generous entitlement, then the applicable legislation will apply instead of this clause to the extent of the inconsistency.

## 20. PARENTAL LEAVE

- a. **Types of Parental Leave**
- i. For clarity, the umbrella term “Parental Leave” may include:
    - A. leave taken under the NES (**Unpaid Parental Leave**);
    - B. leave taken under the Federal Government Paid Parental Leave Scheme (**Government Parental Leave**) – which may overlap with a period of Unpaid Parental Leave or OAU Parental Leave; and / or
    - C. leave taken under any paid scheme provided by OAU (**OAU Parental Leave**).

Please see a comparison of each type outlined in the table below:

	<b>Eligibility</b>	<b>Entitlement</b>
<b>OAU Parental Leave</b> Also see OAU Parental Leave Policy (NB: This does not form part of, nor is incorporated into, this Agreement)	All permanent (full-time and part-time) employees – and any fixed-term or maximum-term employees – who have completed at least 12 months’ continuous service with OAU, and Eligible Casual Employees.	Up to 20 weeks’ paid leave in connection with the birth of a child, or adoption / taking permanent care or guardianship of a child under the age of 16. The rate of pay will be calculated at either; the employee’s current hours of work (immediately preceding OAU Parental Leave), or an average of their hours of work over the 12 months prior, whichever is greater.  (NB: OAU Parental Leave may be taken: <ul style="list-style-type: none"> <li>• as one continuous period of leave of maximum 20 weeks; or</li> </ul>

	(NB: OAU Parental Leave may also be taken for birth or adoption of a child, or where there are permanent care / guardianship orders in place under applicable State or Territory legislation)	<ul style="list-style-type: none"> <li>two shorter blocks of leave, making up a total of 20 weeks overall,</li> </ul> <p>or as otherwise mutually agreed with OAU).</p>
<b>Government Parental Leave</b> Refer to The Services Australia website	Set by the Federal Government	Up to 18 weeks' paid leave at the National Minimum Wage, and as set and varied by the Federal Government.
<b>Unpaid Parental Leave</b> Refer to the NES	Set out in the NES	Up to 52 weeks' unpaid leave in connection with the birth of a child, or adoption of a child under the age of 16.  An employee may also request an additional 52 weeks' Unpaid Parental Leave on top by seeking approval from the People & Culture team in writing. Such requests will not be unreasonably refused.

b. **Notice**

- i. An employee who is eligible to take Unpaid Parental Leave or OAU Parental Leave must advise OAU's People & Culture team of their intention to take leave with at least 10 weeks' prior notice in writing (unless it is impossible to do so), and provide OAU with either:
  - A. a medical certificate from a registered medical practitioner stating that the employee – or their spouse – is pregnant, and the expected date of birth; or
  - B. a statutory declaration stating the expected date of adoption or guardianship to commence; or
  - C. a court order as per the applicable State or Territory legislation stating the expected date of adoption or guardianship to commence.
- ii. Where approved, 4 weeks prior to the scheduled commencement date of Unpaid Parental Leave or OAU Parental Leave, People & Culture and the employee will meet to confirm the start and end dates of the leave. Unless otherwise agreed in writing between OAU and the employee, and confirmed by a medical certificate from a registered medical practitioner stating the employee is fit to continue with their normal duties, a pregnant employee will commence Unpaid Parental Leave or OAU Parental Leave no later than 6 weeks prior to the expected date of birth.

c. ***Superannuation entitlements***

- i. During any period of Unpaid Parental Leave or OAU Parental Leave, OAU will continue to make superannuation contributions at the Superannuation Guarantee rate on behalf of the employee.
- ii. Any superannuation contributions paid during this period will be calculated on:
  - A. *for full-time and part-time employees* – the employee’s contracted hours of work immediately prior to taking Unpaid Parental Leave or OAU Parental Leave; and
  - B. *for casual employees and Eligible Casual Employees* – the employee’s average hours worked immediately prior to taking Unpaid Parental Leave or OAU Parental Leave. This will be averaged over the preceding 4 weeks before the employee is due to take Unpaid Parental Leave (for casual employees) or OAU Parental Leave (for Eligible Casual Employees).
- iii. Superannuation contributions paid on Unpaid Parental Leave or OAU Parental Leave will be capped at a total maximum of 52 weeks.

d. ***Interaction with other forms of leave***

- i. An employee taking OAU Parental Leave or Unpaid Parental Leave may choose to use their accrued annual leave, accrued LSL, or other leave entitlements under this Agreement instead of OAU Parental Leave or Unpaid Parental Leave at any time.
- ii. An employee who takes Unpaid Parental Leave or OAU Parental Leave who wishes to take another type of accrued leave must provide OAU with prior notice as soon as practicable, before taking another type of leave.

e. ***Keeping In Touch Days***

- i. OAU will support employees taking any type of Parental Leave and their line managers to keep in touch so to facilitate a smooth return to work, up to a maximum of 10 “Keeping In Touch” Days during the period of their Parental Leave (**Keeping In Touch Days**).
- ii. If OAU requires an employee to return from Parental Leave prior to using up all of their Keeping In Touch Days, OAU will pay the employee for all unused days on a pro-rata basis, up to a maximum of 10 days.
- iii. Keeping In Touch Days cannot be used once the employee has finished Parental Leave, and any unused Keeping In Touch Days will not be paid out following their return to the workplace (other than as specified in clause 20(e)(ii) or on the employee’s termination).

f. ***No impact on NES entitlements***

- i. For clarity, an employee taking any type of Parental Leave under this clause will be entitled to any additional benefits under the NES that are not specified in this clause. This includes:
  - A. making a request for an individual flexible working arrangements (in line with clause 41 of this Agreement);
  - B. making a request to return to work on a part-time basis (in line with clause 41 of this Agreement);
  - C. taking special maternity leave for pregnancy related illness or miscarriage;



- D. returning to their pre-leave role following Parental Leave (i.e. the return to work guarantee);
- E. being transferred to an appropriate safe job if their normal role is unsafe to perform, prior to taking Parental Leave;
- F. taking unpaid pre-adoption leave;
- G. unpaid parental leave entitlements and / or compassionate leave entitlements for stillbirth or infant death; and / or
- H. putting Unpaid Parental Leave on hold where premature birth and / or birth-related complications occur.

g. **General**

- i. For the purposes of this clause, an “**Eligible Casual Employee**” is a casual employee who:
  - A. has been employed with OAU for at least 12 months on a regular and systematic basis; and
  - B. has a reasonable expectation of continuing work with OAU on a regular and systematic basis, had it not been for the birth or adoption of a child.
- ii. An employee’s rate of pay while on OAU 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.

## 21. BREASTFEEDING

a. **Entitlement**

- i. Employees who are breastfeeding:
  - A. may request flexible working arrangements (in accordance with clause 41);
  - B. are entitled to take two breaks (of no more than 30 minutes) during their usual workday in connection with lactation and breastfeeding requirements (**Lactation Breaks**).

NB: Lactation breaks are paid, and will be regarded as ordinary time worked.

## 22. DOMESTIC AND FAMILY VIOLENCE LEAVE

a. **Commitment**

- i. OAU is committed to supporting employees who are experiencing domestic and family violence at the hands of a family member or member of their household, including providing individual support to the employee through flexible working arrangements, salary advance, changes to work telephone and email contact details and any other reasonable and appropriate adjustments to their working arrangements to ensure their safety.
- ii. OAU understands the incidence of domestic and family violence may impact an employee’s work attendance and / or performance, and confirms that no adverse action will be taken against an employee for this reason if their attendance or performance at work suffers as a result of experiencing domestic and family violence, provided a confidential disclosure under this clause is made to OAU.

b. **Entitlement**

- i. An employee (including casual employees) experiencing domestic and family violence, or who is supporting another person (i.e. another employee, a member of their household etc.) experiencing domestic and family violence, will be entitled to access up to 20 days' paid domestic and family violence leave (**DFV Leave**) per calendar year.

c. **General principles**

- ii. DFV Leave:
  - A. is available to all employees (including casual employees);
  - B. does not accrue from year to year;
  - C. will not be paid out on the employee's termination;
  - D. can be taken as consecutive, single or part days; and
  - E. may be taken where:
    - a. the employee is experiencing domestic and family violence;
    - b. the employee needs to do something to deal with the impact of the domestic and family violence; and
    - c. it is impractical for the employee to do those things outside of the employee's ordinary hours of work.
- iii. Where an employee takes DFV Leave, OAU will take steps to ensure any information provided by the employee is kept confidential, as far as is reasonably practicable to do so.
- iv. An employee may apply for DFV Leave to their line manager (or such other OAU individual they feel comfortable consulting) verbally or in writing, as soon as reasonably practicable. OAU may request evidence.

## 23. UNION DELEGATE LEAVE

a. **Entitlement**

- i. All employees (except casual employees) who are elected as ASU union delegates are entitled to paid union delegate leave.
- ii. Both full-time and part-time employees who are elected as ASU union delegates are entitled to take up to 5 days of paid union delegate leave per calendar year to attend and complete relevant trade union training courses in order to carry out their role, provided that the scope, content and level of the courses are directed towards the enhancement of the operation of dispute and settlement procedures within OAU (**Union Delegate Leave**).

b. **Notice**

- i. An employee will provide at least one week's written notice to OAU in advance of taking Union Delegate Leave.
- ii. OAU will consider all requests for Union Delegate Leave in its absolute discretion and with regard to reasonable business ground, but will not unreasonably refuse a request.

- c. **General**
  - i. Union Delegate Leave does not accumulate from year to year, and is not paid out to an employee on termination.
  - ii. Where a new employee commences with OAU, OAU will introduce the union delegates for the workplace to the new employee and not hinder the union delegates in providing documents related to union membership to the new employee.

## 24. SORRY BUSINESS LEAVE

- a. **Entitlement**
  - i. All employees (except casual employees) who identify as Aboriginal or Torres Strait Islander are entitled to paid sorry business leave. Kinship rules apply for the purposes of this clause.
  - ii. Both full-time and part-time employees who identify as Aboriginal or Torres Strait Islander are entitled to take up to 5 days of paid sorry business leave per occasion, per calendar year to deal with sorry business (**Sorry Business Leave**).
- b. **Notice**
  - i. If an employee wishes to take sorry business leave, they should inform their line manager verbally or in writing as soon as practicable.
- c. **General**
  - i. Sorry business leave does not accumulate from year to year, and is not paid out to an employee on termination.
  - ii. The number of occasions in which an employee can use sorry business leave is uncapped. Should an employee require more than 5 days per occasion, they may choose to use their compassionate leave entitlements, for a total of 10 days per occasion.
  - iii. For the purposes of this clause:
    - A. **“Kinship”** means biological relation, self-identified and community accepted kinship by the First Nations community; and
    - B. **“Sorry Business”** means the mourning period and subsequent cultural practices and customs following the death of a family member (or other member of the First Nations community, according to Kinship).

## 25. GENDER AFFIRMATION LEAVE

- a. **Commitment**
  - i. OAU acknowledges the importance of ensuring inclusivity in our organisation, and supporting and providing a safe place of employment where our transgender and gender-diverse employees feel valued.

b. **Entitlement**

- i. All employees (excluding casual employees) are entitled to take paid Gender Affirmation Leave.
- ii. Both full-time and part-time employees are entitled to take up to 20 days of paid leave (pro-rata) for the purposes of essential and necessary gender affirmation procedures, including but not limited to:
  - A. medical procedures and / or appointments (including psychological health, hormonal treatments and surgical treatments);
  - B. consultations with the ASU; and / or
  - C. appointments associated with amending their legal status or legal documentation,  
(collectively, **Gender Affirmation Leave**).
- iii. Gender Affirmation Leave may be taken in one continuous block, or smaller blocks of at least one day.

c. **Notice**

- i. An employee can apply for Gender Affirmation Leave to OAU in writing, and must provide at least 2 weeks' notice.

d. **General**

- i. Gender Affirmation Leave does not accumulate from year to year, and is not paid out to an employee on termination.
- ii. Gender Affirmation Leave is additional to any other form of leave (paid or unpaid) that is provided under this Agreement, and an employee on Gender Affirmation Leave may choose to access other forms of leave if agreed with OAU.
- iii. In the event an employee undergoing gender affirmation makes a request to OAU to change their details, OAU will update its internal employee records and directories to reflect the employee's name, gender and pronoun change. As part of this, OAU will ensure that all workplace-related documents (including but not limited to titles, name tags, employee IDs, email addresses, organisational charts, rosters etc.) will be updated to reflect this change. Unless required by law or where requested by the employee, OAU won't maintain any records of the employee's former name, gender or pronouns.

## 26. HUMANITARIAN LEAVE

a. **Entitlement**

- i. All employees (excluding casual employees, and excluding employees who are engaged as part of the Oxfam International Global Humanitarian Unit) are entitled to take paid humanitarian leave.
- ii. Both full-time and part-time employees are entitled to take the following leave, depending on the length of their deployment (**Humanitarian Leave**) to be taken within 4 weeks of the end of their deployment:

<b>Length of deployment</b>	<b>Humanitarian Leave</b>
Up to and including 2 weeks	5 days' paid leave
More than 2 weeks, up to and including 4 weeks	8 days' paid leave
More than 4 weeks, up to and including 6 weeks	10 days' paid leave
More than 6 weeks	10 days' paid leave, plus additional entitlements under the Rest and Recovery Policy in country (which does not form part of, nor is it incorporated into, this Agreement)

- iii. Where there is no Rest and Recover Policy in place for the country the employee has been deployed to, an employee whose deployment exceeds 6 weeks will be entitled to 15 days' paid Humanitarian Leave.

b. **General**

- i. Humanitarian Leave does not accumulate from year to year, and is not paid out to an employee on termination.
- ii. Where an employee works an amount of overtime during a period of deployment that exceeds the period of Humanitarian Leave which they are entitled to, OAU will provide the employee with TOIL for any shortfall, reflective of the additional overtime worked.

## 27. PUBLIC HOLIDAYS

a. **Entitlement**

- i. Public holidays are provided for in the NES and applicable State or Territory legislation in which the employee normally works.
- ii. All employees (except casual employees) who would ordinarily work on a day proclaimed by the Federal (or the applicable State or Territory) Government as a public holiday are entitled to be absent from the workplace on that day without loss of pay.
- iii. Any employee required to work on a public holiday will be entitled to receive a penalty rate of 250% of their ordinary rate of pay. For casual employees, they are entitled to the 25% casual loading on top of this.

b. **Substitution of public holidays**

- i. An individual employee and OAU may agree in writing to substitute a public holiday for another day.
- ii. If a public holiday is substituted for another day, then the original public holiday will be treated as an ordinary day of work, and all public holiday entitlements (including but not limited to penalty rates, as mentioned above) will attach to the substituted day only.

- c. **Interaction with other forms of leave**
  - i. Where a public holiday falls within a permanent employee's pre-authorized period of paid annual leave, LSL or paid personal / carer's leave, these hours will be counted as a public holiday and not deducted from an employee's annual leave, LSL or personal / carer's leave balance.
  - ii. When a public holiday falls within a pre-authorized period of any type of unpaid leave, or any type of parental leave, leave entitlements will be deducted for that day.

## 28. WORK-RELATED TRAVEL

### a. **Commitment**

- i. OAU is committed to ensuring all employees who travel for their role are kept safe whilst travelling.
- ii. As a result, OAU will take steps that are reasonably practicable to protect the personal safety and security of employees where they are required to travel for work, and take all reasonable measures to arrange any work-related travel in a way that minimises disruption to family life where possible.
- iii. Before departure for any work-related travel, employees are required to comply with the requirements of the OAU Travel Policy and associated procedures (which do not form part of, nor are incorporated into, this Agreement).
- iv. For clarity, all employees (except casual employees) are entitled to work-related travel benefits set out in clause 28(b).

### b. **Entitlement**

- i. Where an employee is required by OAU to travel nationally or internationally for work-related purposes or the performance of their duties, they will be entitled to:
  - A. all necessary immunisations and medical treatments required, medical examinations and psychological counselling (where required for traumatic incidents) both prior to and following their travel, at OAU's expense;
  - B. where required, obtain or renew their passport or any relevant visas, at OAU's expense; and
  - C. reimbursement (upon reasonable evidence of incurring the expenses) of phone calls in connection with the travel, of up to a maximum of 30 minutes per week. In the instance of a family illness or other emergency whilst the employee is away on work-related travel, all reasonable additional phone calls and phone-related expenses will be reimbursed.
- ii. If the employee is required by OAU to travel overseas or to a remote area of Australia (including First Nations communities) and will be away for 7 calendar days or longer, they are entitled to:
  - A. take one day's leave without loss of pay to prepare for their travel (**Preparation Leave**) anytime in the working week prior to their departures;
  - B. take 2 days' leave without loss of pay to recover from their travel (**Recovery Leave**) anytime in the working week following their return.

NB: Preparation Leave and Recovery leave will be regarded as ordinary time,

and are separate entitlements to any accrued TOIL or annual leave entitlements.

c. **Notice**

- i. OAU will provide employees with as much notice as possible in advance of any work-related travel, in order to minimize the impacts on the employee's personal and professional commitments.

d. **General**

- i. For clarity, all permanent (full-time and part-time) employees:
  - A. will be paid at the equivalent full-time rate for the entire duration of travel; and
  - B. can use their annual leave or TOIL entitlements whilst away on work-related travel, with prior authorisation from OAU in accordance with the relevant clauses of this Agreement.
- ii. In respect of work-related travel, OAU will maintain a travel insurance policy for employees who are away on work-related travel nationally or internationally. A copy will be made available to employees prior to their departure.
- iii. Employees will be required to adhere to the OAU Travel Policy, and the terms of the OAU Travel Insurance Policy to ensure coverage. For clarity, neither of these documents are incorporated into, nor form part of, this Agreement.

## 29. LEAVE WITHOUT PAY

a. **Commitment**

- i. OAU is committed to supporting employees through access to flexibility in their leave entitlements (whether paid or unpaid) to assist their individual circumstances but also meet the operational requirements of OAU.

b. **Entitlement**

- i. All permanent (full-time and part-time employees) may be entitled to take leave without pay (LWOP) as per the terms of this clause, and OAU's Leave Without Pay Policy (which is not incorporated within, nor form part of, this Agreement).

c. **Notice**

- i. An employee must apply for LWOP to their line manager in writing, and must provide notice as per the OAU Leave Without Pay Policy.

d. **General**

- ii. There is no automatic entitlement to LWOP and all applications will be considered on a case-by-case basis.
- iii. An employee making an application for LWOP must have exhausted all accrued paid leave entitlements and accrued TOIL first.

## 30. SABBATICAL

### *Entitlement*

- i. After an employee has been employed by OAU for at least 4 years, the employee (excluding casual employees) will be entitled to take unpaid leave for the purposes of a sabbatical.
- ii. Both full-time and part-time employees may request to take a period of 6 to 12 months of unpaid leave for the purposes of:
  - A. personal travel;
  - B. a career break; and / or
  - C. taking up alternative employment or volunteering opportunities, whilst still employed with OAU (**Sabbatical**).

### a. **Notice**

- i. An employee must apply in writing at least 10 weeks' prior to the intended Sabbatical commencement date to either their line manager or People & Culture.

### b. **General**

- ii. A Sabbatical will not break an employee's continuous service with OAU, but any period of Sabbatical taken will not contribute to the calculation of certain service-related entitlements (such as notice of termination, redundancy pay etc.) unless otherwise required by applicable legislation.



## SECTION 4 – CONDITIONS OF WORK

---

### 31. REIMBURSEMENT OF EXPENSES

a. **General expenses**

- i. All reasonable workplace related expenses incurred by an employee in connection with the performance of their duties, will be reimbursed by OAU upon submission of receipts or other acceptable documentation.
- ii. Approval must be sought from OAU prior to making any purchases.

b. **Motor vehicle-related expenses**

- i. Reimbursement of motor vehicle costs incurred by an employee for using the employee's own private motor vehicle will be provided only where, OAU directs an employee to use their own private motor vehicle to perform their duties.
- ii. Authorisation from an employee's line manager must be obtained prior to the use of private vehicles for work purposes.
- iii. Where an employee is required to use their private motor vehicle for work purposes, they will be reimbursed at the rates per business kilometre specified by the Australia Taxation Office. All claims for reimbursement of motor vehicle-related expenses must be made and authorised on an expense claim form.

c. **Meal expenses**

- i. 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.

d. **Child care expenses**

- i. In the event OAU directs an employee to travel overseas or away from home within Australia in order to perform their duties, OAU will, in its absolute discretion, reimburse additional child care expenses incurred by the employee.
- ii. The maximum reimbursement will be \$1,500 per year. Reimbursement amounts paid to employees in excess of \$1,500 per year may be approved by OAU in exceptional circumstances and in its absolute discretion.

### 32. OUT OF HOURS SUPPORT

a. **Entitlement**

- i. Employees (excluding casual employees) who are required by OAU to work out-of-hours support will be entitled to certain allowances and flexibility as specified in this clause.
- ii. For clarity, "**out-of-hours support**" means:
  - A. *planned out-of-hours support* – which are known about in advance (i.e. regular events or appeals such as Trailwalker, Comedy Gala, office closures etc.); and
  - B. *unplanned out-of-hours support* – which are not known about in advance (i.e. natural disasters, humanitarian emergencies etc.).

- iii. Employees engaged in work areas that are required to perform out-of-hours support will have this spelled out in their position description, and advised on commencement.

b. **Procedures**

- i. Employees rostered for out-of-hours support must ensure that they, at all times during the rostered period:
  - A. are within 30 minutes of OAU's offices (or have access to a computer with internet access);
  - B. are contactable;
  - C. have all relevant documentation required to perform out-of-hours support (i.e. contact lists etc.); and
  - D. are complying with all relevant legislation;
  - E. are within the Blood Alcohol Content (BAC) driving limit as per legislation
  - F. do not have drugs in their system; and
  - G. respond to all calls that come into OAU.
- ii. To ensure employees who perform out-of-hours support, or their teams, are not overwhelmed or overburdened, an employee who is required to perform out-of-hours support:
  - A. can only be rostered on to perform out-of-hours support for a maximum of 7 consecutive days (or Friday 5:30 pm to the next Friday 5:30 pm) and then must be provided with a minimum one week break from out-of-hours support;
  - B. is only permitted to be rostered for out-of-hours support for a maximum of 13 occasions per year;
  - C. can be rostered on for a maximum shift of 63 hours (i.e. Friday, 5:30 pm to Monday, 8:30 am); and
  - D. will be entitled to at least a 10-hour break between the end of out-of-hours support and commencing any ordinary hours.

NB: Each of the above "maximums" operate in concert.

c. **Allowances**

- i. An employee who is requested to perform out-of-hours support will be entitled to receive \$9.00 per hour, for each hour during the rostered period (**Out-Of-Hours Support Allowance**). 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).
- ii. An employee who is requested to perform out-of-hours support and is called out to work during the rostered period, they will be entitled to \$40.00 for each occasion (**Call Out Allowance**).

d. **General**

- i. An employee requested by OAU to work unplanned out-of-hours support may

choose whether to accept or refuse the request.

- ii. An employee requested by OAU to work out-of-hours support will be paid at their ordinary rate of pay for all hours during the rostered period, and receive:
  - A. 150% of their ordinary rate for all out-of-hours support on weekends; and
  - B. 200% of their ordinary rate for all out-of-hours support on a public holiday.
- iii. An employee may choose to accrue TOIL instead of being paid overtime for out-of-hours support on a weekend or public holiday.
- iv. People & Culture has absolute discretion to approve out-of-hours support for employees on behalf of OAU.
- v. Prior to undertaking any out-of-hours support, OAU will provide relevant employees with all the necessary tools.
- vi. Employees must record all out-of-hours support worked on provided timesheets.

### **33. RECRUITMENT AND SELECTION**

- a. 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.
- b. Managers are responsible for ensuring there is an accurate position description (PD) for all positions under their direct line management.
- c. 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.
- d. Job vacancies will generally be advertised to ensure a competitive recruitment process and equal access to employment opportunities. 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 & Culture advice.
- e. Direct appointments may be approved for up to 1 month by the hiring manager and 6 months by People & Culture. Direct appointments beyond 6 months or permanently may be approved by People & Culture in exceptional circumstances.

### **34. JOB SHARING**

- a. 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.
- b. 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
- c. 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.

### 35. TYPES OF EMPLOYMENT

- a. Employees will be engaged by OAU on either a full-time, part-time or casual basis under a fixed-term, maximum-term or permanent arrangement. This will be set out in their contract of employment and communicated to the employee at their commencement.

NB: OAU's preferred engagement is permanent employment, and in accordance with clause 37, OAU will seek to use the most secure form of employment it can in the circumstances.

- b. **Types of employment**

Types of employment	Description
Full-time employee	<ul style="list-style-type: none"> <li>Engaged to work 35 hours per week, or 35 hours per week averaged over a 4-week period; and</li> <li>Receives leave entitlements on a full-time load.</li> </ul>
Part-time employee	<ul style="list-style-type: none"> <li>Engaged to work <i>less than</i> 35 hours per week, or less than 35 hours per week averaged over a 4-week period;</li> <li>Have guaranteed hours per week; and</li> <li>Receive full-time employee entitlements on a pro-rata basis</li> </ul>
Casual employee	<ul style="list-style-type: none"> <li>Engaged as needed by OAU, and paid as such;</li> <li><i>No</i> guaranteed hours and <i>no</i> firm advance commitment of ongoing work (with or without) an agreed pattern of work;</li> <li>Receives a 25% loading on top of their base rate for all work completed to compensate for not receiving full-time and part-time entitlements (such as paid annual leave, paid personal / carer's leave, notice of termination, redundancy pay etc.); and</li> <li>Engaged (or otherwise paid) for a minimum of 3 hours per period of work.</li> </ul>

- c. **Types of engagement**

Types of engagement	Description
Permanent	<ul style="list-style-type: none"> <li>Engaged on an ongoing basis; and</li> <li>Employed as either full-time or part-time.</li> </ul>
Fixed-term	<ul style="list-style-type: none"> <li>Engaged for a specific period of time;</li> <li>Employed as either full-time or part-time; and</li> <li><i>No</i> entitlement to redundancy pay.</li> </ul>

Maximum-term	<ul style="list-style-type: none"> <li>Engaged on a time-limited basis for up to the period of the term;</li> <li>Employed as either full-time or part-time;</li> <li>Engagement concludes by way of termination by either OAU or the employee providing the required amount of notice, or at the end of the nominated term; and</li> <li>No entitlement to redundancy pay</li> </ul>
Casual	As per above Employment table

### 36. PROBATIONARY PERIOD

- a. Unless otherwise stated in an employee's contract of employment, all new employees are subject to a probationary period. The length of the probationary period is outlined in the table below, and an employee's ongoing employment will be dependent on the successful completion of their relevant probationary period.

Type of employment	Notice period
Permanent	6 months
Maximum term or fixed term engaged for < 12 months	3 months
Maximum term or fixed term engaged for > 12 months	6 months

- b. 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.
- c. Throughout the probation period if the employee is not meeting the expectations of the role the employee will be engaged in performance review discussions and provided with details (training and guidance) to rectify.
- d. Employees will be notified following satisfactory completion of a probation period.
- e. At any time during the probationary period, if OAU is not satisfied with the performance of the employee, it may terminate the employment relationship with 2 weeks' notice, subject to clause 33(b) and 33(c), and the approval of People & Culture. Employees who are terminated for serious misconduct will not be entitled to any notice.
- f. For the sake of clarity, the probationary period is different to the minimum employment period as specified under the FW Act.

### 37. SECURITY OF EMPLOYMENT

- a. **Principles**
- OAU recognises the importance of job security and retention of employees, to ensure a consistent and high calibre workforce.
  - OAU is committed to ensuring this for all of its employees (as far as is reasonably practicable) by only offering fixed-term or maximum term

engagements where necessary to do so.

- iii. 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.

b. **Entitlement**

- i. 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;
  - A. 48th month of employment for employees engaged in a role that is 90% or more externally funded.
  - B. 36th month of employment for employees engaged to backfill a permanent employee.
  - C. 24th month of employment in all other circumstances.
- ii. This provision does not apply to overseas residents employed on temporary visas.
- iii. 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 People & Culture at any time during their contracted period.

### 38. HOURS OF WORK

a. **Span of hours**

- i. The span of hours whereby employees perform their ordinary hours of work is between 8:00 am and 6:00 pm, Monday to Friday. An employee's actual working hours may be varied by mutual agreement with OAU.

b. **Lunch breaks**

- i. Following 5 hours of continuous work, an employee is entitled to take a lunch break of between 30 and 60 minutes. Lunch breaks may be rostered by the line manager in agreement with employees.
- ii. Lunch breaks are unpaid and do not count as time worked.

c. **Tea breaks**

- i. For every 4 hours of continuous work, an employee is entitled to take a 10-minute break. Tea breaks may be rostered by the line manager in agreement with employees.
- ii. Tea breaks are paid and count as time worked.

### 39. OFFICE CLOSURE

- a. OAU may close down its offices for a maximum of 14 working days per year, provided that:
  - i. OAU gives not less than 12 weeks' notice to staff and the SCC of its intention to do so, for each occasion;

- ii. OAU considers the provision of grace days (which do not affect an employee's leave balance) for an end of calendar year office closure, in a ratio agreed with the SCC;
- iii. any employee who has accrued sufficient leave to cover the period of a closure will be expected to use their accrued leave;
- iv. any employee who has not accrued sufficient leave to cover part or all of any closure, will be given the option of taking either leave without pay or accrued TOIL in order to cover the remainder of any closure period and as authorised by OAU;
- v. any leave (paid or unpaid) taken by an employee as a result of the closure continues to count as service with OAU, for the purpose of any service-related entitlements; and
- vi. OAU will ensure as much as possible that all non-urgent work ceases during office closures.

#### **40. 30 HOUR WORK WEEK TRIAL**

##### **a. *Commitment***

- i. In alignment with our hybrid work principles, OAU recognises that productivity comes in different forms, and that work-life balance is very important for our employees' mental and physical wellbeing. OAU is also committed to ensuring its employees feel supported at work, and flexibility is but one mechanism of this.
- ii. During the life of this Agreement, OAU agrees to pilot a 30 hour working week arrangement with all of its fixed-term, maximum-term and permanent employees (**30 Hour Work Week Trial**) for an initial 6 month period. Eligible staff will be provided with the option to opt out of the trial prior to commencement. Casuals will be exempt from the 30 Hour Work Week Trial.

##### **b. *Entitlement***

- i. During the 30 Hour Work Week Trial:
  - A. permanent full-time employees, 1.0 load (35 hours per week) will have their weekly hours and entitlements varied to 30 hours per week as a full-time load; and
  - B. permanent part-time employees will have their working hours and entitlements pro-rated against a full-time load of 30 hours.

##### **c. *General***

- ii. The 30 Hour Work Week Trial will be subject to a Terms of Reference prepared by OAU and provided to employees prior to implementation. This Terms of Reference sits outside of and, does not form part of, this Agreement.
- iii. Notwithstanding the above, OAU is committed to making the 30 Hour Work Week Trial work in line with the Terms of Reference, and will carry out regular reviews during the 30 Hour Work Week Trial to assess if the arrangement:
  - A. supports both OAU and its employees' preferred way of working;
  - B. supports employees' work life balance, and mental and physical wellbeing;

- C. remains cost neutral to OAU; and
  - D. maintains comparable productivity levels observed during the current 35 hour week.
- iv. At the conclusion of the 30 Hour Work Week Trial and subject to the Terms of Reference and consultation with the ASU, OAU reserves the right to determine whether to:
- A. extend the 30 Hour Work Week Trial;
  - B. implement the 30 Hour Work Week Trial (i.e. formalise the arrangement); or
  - C. return to the original 35 Hour Work Week.

#### **41. INDIVIDUAL FLEXIBILITY ARRANGEMENT**

- a. OAU and an *employee covered* by this Agreement may agree to make an individual flexibility arrangement to vary the effect of terms of the Agreement if:
- i. the Agreement deals with one or more of the following matters:
    - A. arrangements about when work is performed;
    - B. overtime rates;
    - C. penalty rates;
    - D. allowances; and / or
    - E. leave loading; and
  - ii. the arrangement meets the genuine needs of OAU and the employee in relation to one or more of the matters mentioned in clause 41ai above; and
  - iii. the arrangement is genuinely agreed to by OAU and the employee.
- b. OAU must ensure that the individual flexibility arrangement:
- i. is in writing;
  - ii. includes the name of the employer and the employee;
  - iii. is signed by OAU and the employee, and if the employee is under 18 years of age, signed by a parent or guardian of the employee;
  - iv. includes details of:
    - A. the terms of this Agreement that will be varied by the arrangement;
    - B. how the arrangement will vary the effect of the terms; and
    - C. how the employee will be better off overall in relation to the terms and conditions of their employment as a result of the arrangement; and
  - v. states the day on which the arrangement commences.
- c. OAU must give the employee a copy of the individual flexibility arrangement within 14 days after it is agreed to.
- d. OAU or the employee may terminate the individual flexibility arrangement:



- i. by giving no more than 28 days' written notice to the other party to the arrangement; or
- ii. if OAU and the employee agree in writing – at any time.

NB: For clarity, in line with section 65 of the FW Act, an employee may – in certain circumstances – make a request for flexible working arrangements. This may include arrangements such as changing their hours of work (i.e. moving from full-time to part-time or casual, job-sharing etc.), patterns of work and / or locations of work.

## 42. FLEXIBLE WORKING ARRANGEMENTS

### a. **Commitment**

- i. Flexible working arrangements benefit employees and the organisation. OAU is committed to ensuring its Employees can maintain a degree of flexibility in their professional lives, without sacrificing effectiveness, team-building and productivity.

### b. **Guiding principles**

- i. The below principles are meant as a guide to assist OAU and its employees to manage flexible working arrangements:
  - A. *Flexibility is valued and supported by OAU* – as it enables greater impact and effectiveness towards our organizational goals;
  - B. *Flexibility for work-life balance* – enables OAU and its employees to better consider how each of us work best and support varied ways of working, remove distractions and develop workspaces which help us to achieve better balance in our lives;
  - C. *Flexibility balances the employee's needs with OAU's ongoing operational commitments* – and our purpose to build a positive workplace culture and create a more diverse and inclusive workplace; and
  - D. *Flexibility requires open communication and transparent, fair decision making* – so that any impact on other staff, work roles and / or work areas is considered and minimised.

### c. **Flexible working arrangements**

- i. Common flexible working arrangements include:
  - A. flexible hours of work;
  - B. flexible days of work;
  - C. flexible patterns of work; and / or
  - D. flexible locations of work, including working from home.
- ii. OAU is open to considering requests from employees in respect to the ability to work in a hybrid manner, which comprises a mix of office-based and home-based work, to support OAU and its employees in achieving OAU's mission

## 43. CONTINUITY OF SERVICE

- a. **“Service” vs “Continuous Service”**
  - i. For the purposes of this clause:
    - A. **“Service”** means a period during which an employee is employed by OAU, but does not include certain excluded periods (such as periods of unpaid leave or employment by another entity within the Oxfam Confederation, during which OAU paid leave entitlements do not continue to accrue); and
    - B. **“Continuous Service”** means an unbroken period of Service with OAU.
- b. **Breaks in Service**
  - ii. The circumstances in which Service is broken are set out in the FW Act, and shall apply unless applicable State or Territory legislation which applies to OAU’s employees is more generous. Broken Service may affect certain Service-related entitlements (such as LSL, notice of termination, redundancy pay etc.).
  - iii. Notwithstanding the above, and under this Agreement, Service will not be broken where an employee:
    - A. returns to work at OAU within 6 months (where they had originally resigned) or 12 months (where their original employment with OAU was terminated at the initiative of OAU, or at the conclusion of their term); or
    - B. leaves their employment with OAU to become engaged with an Oxfam Affiliate or other entity within the Oxfam Confederation for no longer than the periods specified in clause 41(a)(iii)B above, and subsequently is re-employed by OAU following this period.

## 44. REDUNDANCY AND REDEPLOYMENT

- a. **Entitlement**
  - i. Where a permanent employee’s role is made redundant by OAU, they will be entitled to be paid:
    - A. a lump sum of 6 weeks’ pay; and
    - B. 2 weeks’ pay for each year of service with OAU, capped at a maximum payment of 26 weeks.
  - ii. Where the employee whose role is made redundant is over the age of 45, they will receive in addition to any entitlement set out in clause 38(a)(i) above:
    - A. 4 weeks’ pay
    - B. and, if the employee has been employed by OAU for at least 10 years, they will be entitled to an additional 4 weeks’ redundancy pay.
  - iii. An employee will also be entitled to the applicable notice provided in clause 47, and OAU reserves the right to provide an employee with payment in lieu.
  - iv. An employee whose role is made redundant will also be entitled to:

- A. at least one day per week during the employee's notice period (if worked out) to pursue alternative work opportunities; and
  - B. access to OAU's Employee Assistance Program (including financial and counselling advice); and
  - C. other support measures such as outplacement support, in the absolute discretion of OAU.
- b. **Consultation**
- i. In the event of a redundancy or restructure of the organisation (in whole or in part), OAU will consult with affected employees in accordance with clause 51.

c. **Redeployment**

- i. An employee whose role is made redundant will be eligible for redeployment to:
  - A. an available position at the same classification level; or
  - B. an available position at a lower classification level; or

where, in OAU's absolute discretion, the employee has or can attain, the necessary skills to perform the duties of that role to OAU's standards, and the redeployment is mutually agreed.

NB: Where an employee accepts redeployment into a role at a lower classification level, OAU shall maintain their salary from the redundant role for 12 months from the date of redeployment. As a result, the employee will not be eligible for salary increases (as per clause 9(b)) or increment increases (as per clause 9(e)) during this time.

- ii. Where an employee is successfully redeployed into another role with OAU, the employee:
  - A. will be subject to a 3-month review period from the date of redeployment, at the conclusion of which OAU – in its absolute discretion – will have the right to terminate the employee's employment by way of redundancy (with full notice and redundancy entitlements payable to the employee);
  - B. may, at any time during the first 3 months following redeployment, if they consider the new position to be unsuitable, resign and will be entitled to full redundancy entitlements;
  - C. may be entitled to certain benefits as part of OAU's Relocation Policy, in the event the employee is redeployed to a role interstate or overseas; and
  - D. will not be paid redundancy pay or notice in accordance with clause 38(a) above, and continuous service will not be broken for the purposes of any service-related entitlements.
- iii. 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 will retain redundancy entitlements accrued over the course of their permanent employment, and will continue to accrue redundancy entitlements during the term of their subsequent fixed 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.

- d. **Voluntary redundancy**
  - i. As a way of avoiding wide-spread redundancies or restructures across the organisation, OAU may, from time to time, call for expressions of interest from employees for voluntary redundancy. This will be done in accordance with clause 51.
  - ii. Where expressions of interest are sought and received, these will be treated as confidential. OAU reserves the right to accept or refuse an expression of interest for voluntary redundancy.
  - iii. Where an expression of interest for voluntary redundancy is approved by OAU and the employee's role is made redundant:
    - A. OAU cannot advertise the employee's position within the next 12 months unless there are reasonable business grounds to do so; and
    - B. the employee will not be eligible for new employment with OAU, its affiliates, subsidiaries or group companies within the next 12 months from their final day of employment.

## 45. LEARNING AND DEVELOPMENT ENTITLEMENTS

- a. **Commitment**
  - i. OAU is committed to providing effective learning and professional development opportunities for its employees to ensure they can build and maintain knowledge and skills that are required for successful completion of their roles.
  - ii. OAU offers employees Professional Development Leave, Study Leave and financial support in certain circumstances connected with higher education and vocational training undertaken by employees. Higher education or vocational training for which financial support and / or Professional Development Leave or Study Leave is requested must be relevant to the employee's role and approved by their relevant line manager before commencement.

NB: For the purposes of this clause:

  - iii. "**higher education**" means 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;
  - iv. "**Vocational training**" means study that results in an industry recognized certification"; and
  - v. higher education or vocational training for which financial support and / or Study Leave is requested must be relevant to the employee's duties and role, and approved by OAU prior to commencement.
- b. **Study Leave**
  - i. OAU expects that any higher education or vocational training carried out by its employees is conducted in the employee's own time.
  - ii. Notwithstanding the above, an employee (except a casual employee) is entitled to take up to 35 hours per semester of paid leave (pro-rata for part-time employees) to attend planned learning or assessment in respect of higher education or vocational training they are undertaking (such as preparation or completion of examinations, verbal or written assessments in person, presentations etc.) (**Study Leave**).

- iii. An employee must submit a request for Study Leave in writing to People & Culture no less than 2 weeks before taking leave.
- iv. Study Leave is granted by OAU on a case-by-case basis in OAU's absolute discretion. Additionally, OAU may require an employee to demonstrate an understanding of what they learned during their Study Leave (i.e. by a presentation to employees etc.).
- v. Study Leave does not accumulate from year to year, and is not paid out to an employee on termination.
- vi. Alternatively, an employee may instead choose to use their annual leave or accrued TOIL entitlements, or request flexibility in their working arrangements, to accommodate these activities during ordinary working hours.

c. **Professional Development Leave**

- i. On attaining 3 years of continuous service with OAU, an employee (except a casual employee) is entitled to take up to 5 days of paid leave to attend professional development activities (such as conferences, seminars or short courses, volunteering with another organisation for purposes other than emergency responses, visiting aid programs nationally or overseas etc.) (**Professional Development Leave**).
- ii. An employee must submit a request for Professional Development Leave in writing to People & Culture no less than 4 weeks before taking leave.
- iii. Professional Development Leave is granted by OAU on a case-by-case basis in OAU's absolute discretion. Additionally, OAU may require an employee to demonstrate an understanding of what they learned during their Professional Development Leave (i.e. by a presentation to employees etc.).
- iv. Professional Development Leave does not accumulate from year to year, and is not paid out to an employee on termination.

d. **Financial support from OAU**

- i. OAU expects that any higher education or vocational training carried out by its employees is conducted in the employee's own time.
- ii. Notwithstanding this, an employee (except a casual employee) may apply for financial support for higher education or vocational training of up to 50% per unit of study (to a maximum of \$2,000 per calendar year).
- iii. An employee must submit a request for financial support from OAU in writing to People & Culture no less than 4 weeks before the unit of study commencing.
- iv. Any financial support provided by OAU to an employee:
  - A. is provided by OAU on a case-by-case basis in OAU's absolute discretion;
  - B. is paid as a reimbursement to the employee (i.e. not an upfront payment); and
  - C. where approved, is payable to the employee upon successful completion of the relevant unit of study. For this purpose, OAU may request reasonable evidence to support this (i.e. academic transcript, certificate of attainment, receipt of fee being incurred etc.).

## 46. GRIEVANCE PROCEDURE AND DISPUTE RESOLUTION

### a. **“Grievance” and a “Dispute” definitions**

- i. A **grievance** is a statement of complaint raised by an employee about something they are unhappy with in the workplace, and usually does not relate to an employee’s rights and entitlements (**Grievance**). Examples of a Grievance may include concerns raised about poor instructions given by an employee’s manager, a lack of availability or communication of other employees in the team, workplace cleanliness etc.
- ii. A **dispute** is a disagreement concerning an employee’s statutory (i.e. under law) or contractual rights and / or entitlements (**Dispute**). Examples of a Dispute may include concerns raised about an employee’s rights or entitlements under the FW Act, anti-discrimination laws, a Modern Award or enterprise agreement that applies to their employment, or an employee’s contract of employment.

### b. **Guiding principles for resolving Grievances and Disputes**

- i. From time to time, Grievances and Disputes may arise under this Agreement and / or the NES. Where these arise, they shall be dealt with in respect to the below guiding principles:
  - A. **Effectiveness** - OAU is committed to providing a prompt, effective and fair resolution process for employees, where decisions are made impartially, with due care, and in the strictest confidence (except where law otherwise permits or requires OAU to make a disclosure);
  - B. **Openness** - Employees who feel they have been unfairly treated or have a grievance or dispute arising under this Agreement or the NES, are encouraged to voice these concerns with their line manager. Concerns may alternatively be raised with their line manager’s supervisor, a member of the People & Culture team, an ASU union delegate at the workplace, and / or consulting the Employee Assistance Program or Manager Assist;
  - C. **Informal Resolution** - OAU will create conditions for informal resolution of matters where possible. This may not be suitable in all circumstances (i.e. severe breaches of applicable laws etc.); and
  - D. **No prejudice** – Should an employee with a grievance or dispute take any informal actions in an attempt to resolve the grievance or dispute, any discussions or actions taken will not prejudice the Formal Grievance and Dispute Resolution Procedure, should an employee choose to invoke it. This can be done at any time by an employee.

### c. **Formal Grievance and Dispute Resolution Procedure**

- i. If an employee has a Grievance or Dispute under this Agreement or the NES and it cannot be resolved informally using the above guiding principles, then the employee may choose to invoke the Formal Grievance and Dispute Resolution Procedure specified below.
- ii. In line with the flowchart below, OAU’s Formal Grievance and Dispute Procedure involves the following steps:
  - A. **Step 1 – Deal with the matter informally**

In the first instance, an employee who has a grievance or dispute should seek to raise the matter with the individual informally, if they feel comfortable

doing so and where it is appropriate to do so (for example, this may not be appropriate for more serious matters such as bullying, harassment, sexual harassment etc.).

**B. Step 2 – Raise it with your line manager**

If not resolved informally, the employee with the grievance or dispute is encouraged to raise the matter confidentially with their line manager, if they are comfortable and unless it is inappropriate to do so.

**C. Step 3 – Raise with or refer to People & Culture**

If the Grievance or Dispute cannot be resolved under Step 1, or the employee is dissatisfied with the result of Step 1, the matter may be referred to their line manager as per Step 2, or escalated to People & Culture in writing. People & Culture will then consult with the parties involved and make a decision in writing within 14 days of the matter being referred.

**D. Step 4 – Raise with or refer to your Section Director**

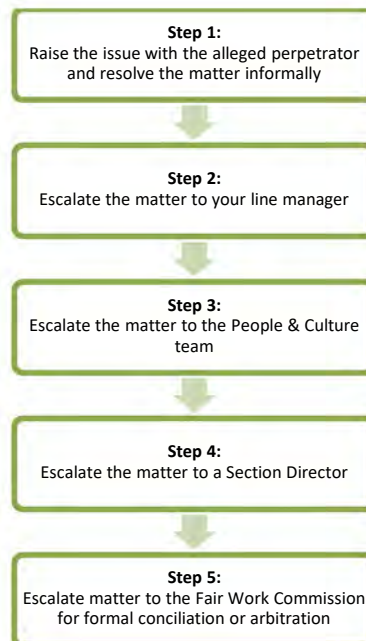
If the Grievance or Dispute cannot be resolved through previous Steps, or the employee is still dissatisfied with the result of previous Steps, the matter may be referred to the Section Director in writing. The Section Director will then consult with the parties involved and make a decision in writing within 14 days of the matter being referred to them.

**E. Step 5 – Refer to the Fair Work Commission**

If the grievance or dispute cannot be resolved under previous Steps, or the employee is still dissatisfied with the result, a party to the grievance or dispute may refer the matter to the Fair Work Commission. The Fair Work Commission will use any of its powers in determining the most appropriate form to resolve the grievance or dispute, including conciliation, mediation and arbitration.

Any decision of the Fair Work Commission shall be binding on the parties, subject to any rights of appeal under the FW Act, and the parties shall bear their own costs in pursuing a matter in the Fair Work Commission.

OAU acknowledges that employees who invoke the Formal Grievance and Dispute Resolution Procedure reserve their rights to refer a matter to the Fair Work Commission.



- d. **Representation**
  - i. Any party involved in a Grievance or Dispute under this Agreement or the NES may appoint a representative for the purposes of the procedures in this clause (informal or formal).
- e. **Status quo**
  - i. Whilst any informal or formal grievance or dispute procedure is being carried out, an employee must continue to perform their work as they would normally, and / or comply with a lawful and reasonable direction of OAU, unless the employee has a reasonable concern about an imminent risk to their health or safety in doing so.

## 47. TERMINATION OF EMPLOYMENT

- a. This clause does not apply to casual employees.
- b. **Probationary period**
  - i. During the probationary period as nominated in the employee's contract of employment, either OAU or the employee may terminate the employee's employment by providing the other party with 2 weeks' notice in writing.
- c. **Type of employment**
  - i. Following the probationary period, either OAU or the employee may terminate the employee's employment by providing the other party with the requisite notice in writing as outlined in the table below (unless otherwise specified in the employee's contract of employment):

Type of employment	Notice period
Permanent full-time or part-time	4 weeks
Maximum term engaged for > 6 months	6 weeks

- d. **General**
  - i. Where an employee is over the age of 45 and has worked with OAU for at least 2 years, then OAU will provide that employee with an additional week of notice on termination.
  - ii. OAU may, in its absolute discretion, choose to pay an employee in lieu of all or part of their notice period following notice of termination.
  - iii. Clause 477ci does not apply where OAU terminates an employee's employment for reason of serious misconduct (as defined under the FW Regs).



## SECTION 5 – ADMINISTRATIVE MATTERS

---

### 48. WORKPLACE DIVERSITY

- a. **Commitment**
  - i. OAU is committed to ensuring a diverse and inclusive workplace for all of its employees, and has an established framework for integrating diversity principles into the organisation's practice as part of the OAU Diversity Policy (which does not form part of, nor is incorporated into, this Agreement).
- b. **Principles**
  - ii. OAU recognises the following:
    - A. All individuals have the right to work and volunteer in a climate characterised by mutual respect and integrity to enable them to reach their full potential;
    - B. The disadvantages faced by Aboriginal and Torres Strait Islander peoples within Australia affirms their significant place and identity as First Australians, as well as OAU's commitment to reconciliation between Aboriginal and Torres Strait Islander peoples and other Australians;
    - C. There remains a need for balanced representation of all genders at all levels of the organisation, as well as in key organisational and management decisions;
    - D. The rights and abilities of people with disabilities in the workplace; and
    - E. That the fact that we work with - and within - culturally and linguistically diverse communities should be reflected and celebrated within our workforce and in OAU's organisational practices.

### 49. WORK HEALTH AND SAFETY

- a. OAU is committed to providing and maintaining a safe working environment for all employees, volunteers, contractors, and visitors, and to comply with work health and safety legislation in the countries in which it performs work.
- b. 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. OAU recognises that all members of the OAU community have a collective and individual responsibility to prevent workplace injuries and illness.
- c. The OAU Work Health & Safety (WHS) Committee acts as a consultative forum that can effectively address the health and safety matters that arise throughout the organisation.
- d. Everyone has a responsibility to ensure workplace health and safety, including reporting of all situations that adversely impact on workplace health and safety.

### 50. WORKER'S COMPENSATION

- a. 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.
- b. 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.

- c. The parties will review the current practices, process, and procedures to adopt agreed changes.
- d. 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.
- e. 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 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.
- f. 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.
- g. 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.
- h. 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.
- i. 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.
- j. 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.
- k. 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.
- l. In consultation with the ASU, adequate staffing levels will be maintained during an incapacitated employee's absence.
- m. Subject to Insurer requirements, employees have the right to choose their own treating doctor and rehabilitation provider.

## 51. MAJOR WORKPLACE CHANGE AND CONSULTATION

### a. **Commitment**

- i. OAU is committed to:
  - A. genuinely consulting with employees and the ASU via the Staff Consultative Committee (SCC) on major workplace change which may have a significant effect on employees.
  - B. the protection and maintenance of the goals and vision of OAU and entitlements of employees
  - C. the consideration and exploration of alternative proposed cost saving measures including:
    - Freezing the recruitment of new employees,
    - Reorganising work of departments, offices or branches to focus on priority areas,
    - Focusing on agreed priority areas which will ensure the long-term viability of OAU, its activities and its employees,
    - Reducing senior management costs, and, minimising consequences of any major workplace change including declaring positions redundant.
  - D. allowing sufficient time and opportunity for genuine consideration of the major workplace change and proposal of alternatives.
- ii. OAU recognizes the ASU and SCC as representatives for the purposes of consultation.

### b. This clause applies if OAU:

- i. has made a definite decision to introduce a major change to production, program, organisation, structure or technology in relation to OAU that is likely to have a significant effect on the employees; or
- ii. proposes to introduce a change to the regular roster or ordinary hours of work of employees.

### c. **Major change**

- i. For a major change referred to in clause 52ai:
  - A. OAU must notify the relevant employees of the decision to introduce the major change; and
  - B. clauses 51cii to 51cviii below apply.
- ii. The relevant employees may appoint a representative for the purposes of the procedures in this clause.
- iii. If:
  - A. a relevant employee appoints, or relevant employees appoint, a representative for the purposes of consultation; and
  - B. the employee or employees advise OAU of the identity of the representative; OAU must recognize the representative.

- iv. As soon as practicable after making its decision, OAU must:
  - A. discuss with the relevant employees the introduction of the change, the effect the change is likely to have on the employees, and measures OAU 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 all relevant information about the change including the nature of the change proposed, information about the expected effects of the change on the employees, and any other matters likely to affect the employees.
- v. However, OAU is not required to disclose confidential or commercially sensitive information to the relevant employees.
- vi. OAU must give prompt and genuine consideration to matters raised about the major change by the relevant employees.
- vii. If a clause in this Agreement provides for a major change to production, program, organisation, structure or technology in relation to the enterprise of OAU, the requirements set out in 51cA, 51cii and 51c0 are taken not to apply.
- viii. In this clause, a major change is likely to have a significant effect on employees if it results in:
  - A. the termination of the employment of employees;
  - B. major changes to the composition, operation or size of OAU's workforce or to the skills required of employees;
  - C. the elimination or diminution of job opportunities (including opportunities for promotion or tenure);
  - D. the alteration of hours of work;
  - E. the need to retrain employees;
  - F. the need to relocate employees to another workplace; or
  - G. the restructuring of jobs.
- d. ***Change to regular roster or ordinary hours of work***
  - i. For a change referred to in 51aai:
    - A. OAU must notify the relevant employees of the proposed change; and
    - B. clauses 51dii to 51dvi apply.
  - ii. The relevant employees may appoint a representative for the purposes of the procedures in this clause.
  - iii. If:
    - A. a relevant employee appoints, or relevant employees appoint, a representative for the purposes of consultation; and
    - B. the employee or employees advise OAU of the identity of the representative, OAU must recognize the representative.
  - iv. As soon as practicable after proposing to introduce the change, OAU must:
    - A. discuss with the relevant employees the introduction of the change;
    - B. for the purposes of the discussion – provide to the relevant employees all

relevant information about the change, including the nature of the change, information about what OAU reasonably believes will be the effects of the change on the employees, and information about any other matter that OAU 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).
- v. However, OAU is not required to disclose confidential or commercially sensitive information to the relevant employees.
- vi. OAU must give prompt and genuine consideration to matters raised about the change by the relevant employees.
- vii. In this clause, “relevant employees” means the employees who may be affected by a change referred to in clause 51a.

## **52. STAFF CONSULTATIVE COMMITTEE (SCC)**

- a. The Staff Consultative Committee (**SCC**) will be comprised of OAU Management, ASU Delegates and nominated staff representatives.
- b. The purpose of the SCC is to consult on matters pertaining to the employment conditions of staff, including the ongoing implementation of the Enterprise Agreement and matters such as Workplace Change, Health and Wellbeing, Workload Management, Workforce Data, and Job Classification.
- c. The SCC will participate in consultation on a broad range of issues pertaining to the whole agency or a significant segment of the workforce, and seek to ensure that local or regional issues are managed at the level or location at which they arise.
- d. The SCC will meet monthly and at any other times as necessary to cooperate on the effective implementation and monitoring of compliance with this Agreement.
- e. On commencement, all new employees will be given access to this Agreement. Whilst it is the responsibility of employees to read and understand this Agreement, OAU, in collaboration with the ASU, will provide opportunities to attend information sessions about this Agreement.

## EXECUTION

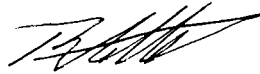
Signed for an on behalf of:

**Oxfam Australia (ACN 055 208 636)**

Signed for an on behalf of:

**The Australian Municipal, Administrative,  
Clerical and Services Union**

*Tahjma Richardson*



---

**Tahjma Richardson**

**Robert Potter**

c/o 355 William Street, West Melbourne,  
Victoria 3003

c/o 116 Queensberry Street, Carlton South,  
Victoria 3053

---

**Address**

**Address**

Acting Director of Capability and Impact

National Secretary

---

**Authority to sign**

**Authority to sign**

As Above

As Above

---

**Signature**

**Signature**

13 April 2023

13 April 2023

---

**Date**

**Date**

## SCHEDULE A – SALARIES AND SALARY INCREASES

Category	As of 1-04-2022			As of 1-04-2023			As of 1-04-2024			As of 1-04-2025		
	Annual base rate of pay	Hourly base rate of pay	Casual hourly base rate of pay	Annual base rate of pay	Hourly base rate of pay	Casual hourly base rate of pay	Annual base rate of pay	Hourly base rate of pay	Casual hourly base rate of pay	Annual base rate of pay	Hourly base rate of pay	Casual hourly base rate of pay
0	240,682.91	132.2434	n/a	240,682.91	132.2434	n/a	240,682.91	132.2434	n/a	240,682.91	132.2434	n/a
1A	200,000.00	109.8901	n/a	200,000.00	109.8901	n/a	200,000.00	109.8901	n/a	200,000.00	109.8901	n/a
1B	163,636.36	89.9101	n/a	163,636.36	89.9101	n/a	163,636.36	89.9101	n/a	163,636.36	89.9101	n/a
2EnhancedA	125,780.11	69.1099	86.39	128,924.61	70.8377	88.55	132,147.72	72.6086	90.76	135,980.01	74.7143	93.39
2EnhancedB	130,323.93	71.6066	89.51	133,582.03	73.3967	91.75	136,921.58	75.2316	94.04	140,892.31	77.4134	96.77
2EnhancedC	134,867.76	74.1032	92.63	138,239.45	75.9557	94.94	141,695.44	77.8546	97.32	145,804.60	80.1124	100.14
2EnhancedD	139,411.58	76.5998	95.75	142,896.87	78.5148	98.14	146,469.29	80.4776	100.60	150,716.90	82.8115	103.51
2EnhancedE	143,955.41	79.0964	98.87	147,554.29	81.0738	101.34	151,243.15	83.1006	103.88	155,629.20	85.5105	106.89
2A	121,236.28	66.6133	83.27	124,267.19	68.2787	85.35	127,373.87	69.9856	87.48	131,067.71	72.0152	90.02
2B	125,780.11	69.1099	86.39	128,924.61	70.8377	88.55	132,147.72	72.6086	90.76	135,980.01	74.7143	93.39
2C	130,323.93	71.6066	89.51	133,582.03	73.3967	91.75	136,921.58	75.2316	94.04	140,892.31	77.4134	96.77
2D	134,867.76	74.1032	92.63	138,239.45	75.9557	94.94	141,695.44	77.8546	97.32	145,804.60	80.1124	100.14
2E	139,411.58	76.5998	95.75	142,896.87	78.5148	98.14	146,469.29	80.4776	100.60	150,716.90	82.8115	103.51
3EnhancedA	106,190.19	58.3463	72.93	108,844.94	59.8049	74.76	111,566.07	61.3000	76.63	114,801.48	63.0777	78.85
3EnhancedB	109,749.93	60.3022	75.38	112,493.68	61.8097	77.26	115,306.02	63.3550	79.19	118,649.90	65.1923	81.49
3EnhancedC	113,309.68	62.2581	77.82	116,142.42	63.8145	79.77	119,045.98	65.4099	81.76	122,498.31	67.3068	84.13
3EnhancedD	116,869.42	64.2140	80.27	119,791.15	65.8193	82.27	122,785.93	67.4648	84.33	126,346.72	69.4213	86.78
3EnhancedE	120,429.16	66.1699	82.71	123,439.89	67.8241	84.78	126,525.89	69.5197	86.90	130,195.14	71.5358	89.42
3A	91,144.10	50.0792	62.60	93,422.70	51.3312	64.16	95,758.27	52.6144	65.77	98,535.26	54.1403	67.68
3B	94,703.84	52.0351	65.04	97,071.44	53.3360	66.67	99,498.22	54.6694	68.34	102,383.67	56.2548	70.32
3C	98,263.58	53.9910	67.49	100,720.17	55.3408	69.18	103,238.18	56.7243	70.91	106,232.08	58.3693	72.96
3D	101,823.33	55.9469	69.93	104,368.91	57.3456	71.68	106,978.13	58.7792	73.47	110,080.50	60.4838	75.60
3E	105,383.07	57.9028	72.38	108,017.65	59.3504	74.19	110,718.09	60.8341	76.04	113,928.91	62.5983	78.25
4A	81,711.16	44.8962	56.12	83,753.93	46.0186	57.52	85,847.78	47.1691	58.96	88,337.37	48.5370	60.67
4B	83,981.45	46.1437	57.68	86,080.99	47.2972	59.12	88,233.01	48.4797	60.60	90,791.77	49.8856	62.36
4C	86,251.74	47.3911	59.24	88,408.04	48.5758	60.72	90,618.24	49.7902	62.24	93,246.17	51.2342	64.04
4D	88,522.04	48.6385	60.80	90,735.09	49.8544	62.32	93,003.47	51.1008	63.88	95,700.57	52.5827	65.73
4E	90,792.33	49.8859	62.36	93,062.14	51.1330	63.92	95,388.69	52.4114	65.51	98,154.97	53.9313	67.41
5A	74,681.23	41.0336	51.29	76,548.26	42.0595	52.57	78,461.97	43.1110	53.89	80,737.36	44.3612	55.45
5B	76,500.49	42.0332	52.54	78,413.00	43.0841	53.86	80,373.32	44.1612	55.20	82,704.15	45.4418	56.80
5C	78,319.74	43.0328	53.79	80,277.74	44.1086	55.14	82,284.68	45.2114	56.51	84,670.94	46.5225	58.15
5D	80,139.00	44.0324	55.04	82,142.47	45.1332	56.42	84,196.04	46.2616	57.83	86,637.72	47.6031	59.50
5E	81,958.26	45.0320	56.29	84,007.21	46.1578	57.70	86,107.39	47.3118	59.14	88,604.51	48.6838	60.85
6A	69,395.03	38.1291	47.66	71,129.90	39.0824	48.85	72,908.15	40.0594	50.07	75,022.49	41.2211	51.53
6B	71,214.28	39.1287	48.91	72,994.64	40.1069	50.13	74,819.51	41.1096	51.39	76,989.27	42.3018	52.88
6C	73,033.54	40.1283	50.16	74,859.38	41.1315	51.41	76,730.86	42.1598	52.70	78,956.06	43.3824	54.23
6D	74,852.80	41.1279	51.41	76,724.12	42.1561	52.70	78,642.22	43.2100	54.01	80,922.84	44.4631	55.58
6E	76,672.05	42.1275	52.66	78,588.85	43.1807	53.98	80,553.58	44.2602	55.33	82,889.63	45.5438	56.93
7A	61,494.32	33.7881	42.24	63,031.68	34.6328	43.29	64,607.47	35.4986	44.37	66,481.09	36.5281	45.66
7B	63,313.58	34.7877	43.48	64,896.41	35.6574	44.57	66,518.82	36.5488	45.69	68,447.87	37.6087	47.01
7C	65,132.83	35.7873	44.73	66,761.15	36.6820	45.85	68,430.18	37.5990	47.00	70,414.66	38.6894	48.36
7D	66,952.09	36.7869	45.98	68,625.89	37.7065	47.13	70,341.54	38.6492	48.31	72,381.44	39.7700	49.71
7E	68,771.34	37.7865	47.23	70,490.63	38.7311	48.41	72,252.89	39.6994	49.62	74,348.23	40.8507	51.06

**IN THE FAIR WORK COMMISSION**

**FWC Matter No.:**

AG2023/1064

**Applicant:**

**Oxfam Australia**

Dear Commissioner Wilson,

Section 185 – Application for approval of a single enterprise agreement

## **Undertaking – Section 190**

I, Tahjma Richardson, Acting Director, Capability & Impact at Oxfam Australia (**OAU**) give the following undertakings with respect to the *Oxfam Australia and Australian Services Union Enterprise Agreement 2023 - 2026* (**Agreement**):

1. I have the authority given to me by OAU to provide this undertaking in relation to the application before the Fair Work Commission.
2. OAU undertakes that the following clauses will operate subject to the National Employment Standards of the *Fair Work Act 2009* (Cth):

- a. Clause 13(a)(ii) (“Annual Leave”) - in that the entitlement for full-time employees will be 4 weeks. Therefore, I confirm Clause 13(a)(ii) – when read in conjunction with this undertaking - shall read:

*“Full-time employees are entitled to **4 weeks (i.e. 20 days)** of paid annual leave per annum.”*

- b. Clause 18(a)(iii) (“Compassionate Leave”) - in that the entitlement may be taken by an employee where the employee, their spouse, or de facto partner has a miscarriage or gives birth to a stillborn child. Therefore, I confirm Clause 18(a)(iii) – when read in conjunction with this undertaking – shall read:

*“An employee may take compassionate leave:*

- A. *where a member of the employee’s immediate family or household has sustained a life-threatening illness or injury; or*
- B. *following the death of a member of the employee’s immediate family or household; or*
- C. *where the employee, their spouse, or de facto partner has a miscarriage or gives birth to a stillborn child.”*

3. OAU undertakes that the following clauses will be amended as detailed below:
  - a. Clause 6 of the Agreement (“Definitions”) – to include a definition of “shiftworker”. Therefore, I confirm Clause 6 – when read in conjunction with this undertaking – shall read:

<b>Term</b>	<b>Definition</b>
ASU	<i>Australian Services Union</i>
DFV	<i>Domestic and Family Violence</i>
FW Act	<i>Fair Work Act 2009 (Cth)</i>



<i>Immediate Family</i>	<i>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.</i>
<i>LWOP</i>	<i>Leave Without Pay (Unpaid Leave)</i>
<i>LSL</i>	<i>Long Service Leave</i>
<i>NES</i>	<i>National Employments Standards of the FW Act</i>
<i>OAU</i>	<i>Oxfam Australia (ACN 055 208 636)</i>
<i>SCC</i>	<i>Staff Consultative Committee</i>
<b><i>Shiftworker</i></b>	<b><i>For the purposes of the extra week of annual leave under the NES, an employee who works for more than 4 ordinary hours on 10 or more weekends during the yearly period in respect of which their annual leave accrues</i></b>
<i>TOIL</i>	<i>Time off in Lieu, generally for overtime worked</i>

- b. Clause 35(b) of the Agreement ("Types of Employment") - to provide for a minimum 3-hour engagement for part-time employees. Therefore, I confirm Clause 35(b) – when read in conjunction with this undertaking – shall read:

<i>Types of employment</i>	<b><i>Description</i></b>
<i>Full-time employee</i>	<ul style="list-style-type: none"> <li>• <i>Engaged to work 35 hours per week, or 35 hours per week averaged over a 4-week period; and</i></li> <li>• <i>Receives leave entitlements on a full-time load.</i></li> </ul>
<i>Part-time employee</i>	<ul style="list-style-type: none"> <li>• <i>Engaged to work less than 35 hours per week, or less than 35 hours per week averaged over a 4-week period;</i></li> <li>• <i>Have guaranteed hours per week; and</i></li> <li>• <i>Receive full-time employee entitlements on a pro-rata basis; and</i></li> <li>• <b><i>Engaged (or otherwise paid) for a minimum of 3 hours per period of work.</i></b></li> </ul>
<i>Casual employee</i>	<ul style="list-style-type: none"> <li>• <i>Engaged as needed by OAU, and paid as such;</i></li> <li>• <i>No guaranteed hours and no firm advance commitment of ongoing work (with or without) an agreed pattern of work;</i></li> <li>• <i>Receives a 25% loading on top of their base rate for all work completed to compensate for not receiving full-time and part-time entitlements (such as paid annual leave, paid personal / carer's leave, notice of termination, redundancy pay etc.); and</i></li> <li>• <b><i>Engaged (or otherwise paid) for a minimum of 3 hours per period of work.</i></b></li> </ul>

4. I confirm that in relation to Clause 11 (“Overtime and Time Off In Lieu (TOIL)”), a casual employee engaged by OAU will receive payment (at the rates specified in clause 11(d)(i) of the Agreement) for any overtime hours worked.
5. These undertakings are provided on the basis of issues raised by the Fair Work Commission in the application before the Fair Work Commission.

*Tahjma Richardson*

---

**Signature**

9 May 2023

---

**Date**

## **Schedule 2.2—Model flexibility term**

(regulation 2.08)

### **Model flexibility term**

- (1) An employer and employee covered by this enterprise agreement may agree to make an individual flexibility arrangement to vary the effect of terms of the agreement if:
  - (a) the agreement deals with 1 or more of the following matters:
    - (i) arrangements about when work is performed;
    - (ii) overtime rates;
    - (iii) penalty rates;
    - (iv) allowances;
    - (v) leave loading; and
  - (b) the arrangement meets the genuine needs of the employer and employee in relation to 1 or more of the matters mentioned in paragraph (a); and
  - (c) the arrangement is genuinely agreed to by the employer and employee.
- (2) The employer must ensure that the terms of the individual flexibility arrangement:
  - (a) are about permitted matters under section 172 of the *Fair Work Act 2009*; and
  - (b) are not unlawful terms under section 194 of the *Fair Work Act 2009*; and
  - (c) result in the employee being better off overall than the employee would be if no arrangement was made.
- (3) The employer must ensure that the individual flexibility arrangement:
  - (a) is in writing; and
  - (b) includes the name of the employer and employee; and
  - (c) is signed by the employer and employee and if the employee is under 18 years of age, signed by a parent or guardian of the employee; and
  - (d) includes details of:

- (i) the terms of the enterprise agreement that will be varied by the arrangement; and
  - (ii) how the arrangement will vary the effect of the terms; and
  - (iii) how the employee will be better off overall in relation to the terms and conditions of his or her employment as a result of the arrangement; and
- (e) states the day on which the arrangement commences.
- (4) The employer must give the employee a copy of the individual flexibility arrangement within 14 days after it is agreed to.
- (5) The employer or employee may terminate the individual flexibility arrangement:
  - (a) by giving no more than 28 days written notice to the other party to the arrangement; or
  - (b) if the employer and employee agree in writing—at any time.