

**REGISTER OF  
ENTERPRISE AGREEMENTS**

**ENTERPRISE AGREEMENT NO: EA01/222**

**TITLE: Drug & Alcohol Women's Network Incorporated (D.A.W.N. Inc)  
Enterprise Agreement 2001**

**I.R.C. NO: 2001/4176**

**DATE APPROVED/COMMENCEMENT: 9 July 2001**

**TERM: 12 months**

**NEW AGREEMENT OR  
VARIATION: New**

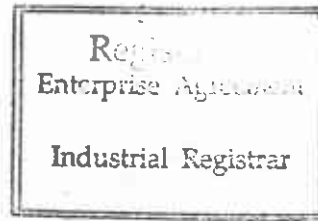
**GAZETTAL REFERENCE: 10 August 2001**

**DATE TERMINATED:**

**NUMBER OF PAGES: 23**

**COVERAGE/DESCRIPTION OF EMPLOYEES: Applies to all employees engaged under  
the Social and Community Services Employees (State) Award**

**PARTIES: Drug & Alcohol Women's Network Inc -&- Australian Services Union of N.S.W**



**DRUG & ALCOHOL WOMEN'S  
NETWORK INCORPORATED**

**(D.A.W.N. Inc)**

**ENTERPRISE AGREEMENT  
2001**

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## 1. Title

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This agreement will be known as the D.A.W.N. Inc. Enterprise Agreement 2001.

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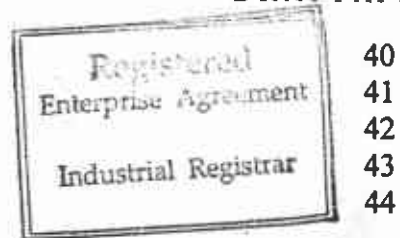
## 2. Arrangement

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### **3. Application of the Agreement**

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- 3.1 This agreement shall apply to all employees of D.A.W.N. Inc. at all work sites owned or operated by D.A.W.N. Inc in the State of New South Wales, who fall within the classifications contained in clause 9.

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### **4. Definitions**

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The Management Collective is the employing body of D.A.W.N. Inc.

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### **5. Parties Bound**

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- 5.1 This agreement is binding on:
- (a) Drug & Alcohol Women's Network Incorporated (D.A.W.N. Inc);
  - (b) the Australian Services Union of New South Wales ("the Union"), Suite 2, Level 2, 619 Elizabeth Street Redfern NSW 2016.

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### **6. Duration of the Agreement**

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- 6.1 This agreement shall operate from registration ("the Commencement Date") and will remain in force for a period of one year.
- 6.2 The parties agree to consult three months prior to the expiry date of this Agreement to endeavor to ensure that it is re-negotiated prior to its expiry date.
- 6.3 The parties to this Agreement shall not pursue any extra claims within this Agreement or outside it for the term of the Agreement.

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### **7. Relationship with Awards and Other Agreements**

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- 7.1 This Agreement shall be read and interpreted in conjunction with the *Social and Community Services Employees (State) Award*. The agreement will prevail to the extent of any inconsistency between the award and the agreement.

## 8. Contract of Employment

8.1 All employees will be engaged either on a full time, part time, casual or term employee basis.

### 8.2 Terms of Engagement

- (a) All employees will be engaged on a three month probationary period.
- (b) D.A.W.N. Inc. shall inform each employee in writing as to the terms of their engagement, and in particular whether they are a full-time, part-time, term or casual employee.
- (c) Casuals shall receive details in writing only on their initial engagement.
- (d) D.A.W.N. Inc. shall provide each employee with a job description and duty statement outlining specific duties to be performed and hours of work, upon engagement, or in the case of existing employees, within one month of the effective date of this Agreement.
- (e) The job description shall not be changed except by agreement between the employer and the employee.
- (f) All employees employed pursuant to this Agreement other than term or casual employees shall be deemed to be permanent employees.

### 8.3 Casual Employees

- (a) "Casual Employee" shall mean an employee employed to perform work of a short term irregular nature.
- (b) A casual employee shall be paid an hourly rate calculated by dividing the appropriate weekly rate (prescribed by Clause 17, Rates of Pay) by 32, plus an additional loading of fifteen per cent.
- (c) Pursuant to the *Annual Holidays Act 1944*, casual employees are entitled to payment in lieu of annual leave at the end of each engagement in addition to entitlements under this clause, ie an amount equal to one-twelfth (8.33%) of the employee's ordinary pay for such a period of engagement.
- (d) A casual employee shall be paid a minimum of two hours at the appropriate rate for each engagement.

NOTE: To calculate the appropriate rate of pay for a casual employee the formula is:-

*Appropriate weekly pay divided by 32, plus 15%, plus 8.33% (plus shift penalty if applicable).*

### 8.4 Part-time Employees

- (a) "Part-time Employees" shall mean a person who works a specified number of regular days and hours being less than those worked by a full-time employee in a four-week period.
- (b) Part-time employees shall work and be paid a minimum of three continuous hours on each day they work.

- (c) Part-time employees shall be paid an hourly rate calculated on the basis of the appropriate weekly rate (prescribed by Clause 17, Rates of Pay) divided by 32.
- (d) Part-time employees shall be entitled to all benefits under this Agreement unless stated otherwise.

#### 8.5 Full-time Employee

- (a) An employee not specifically engaged on a part-time or casual or term basis shall be a full-time employee.
- (b) Full time employees shall work a 32 hour week.
- (c) Full time employees shall work an 8 hour day.



#### 8.6 Term Employees

- (a) A Fixed Term Employee may be engaged to work on either a full-time or part-time basis:
  - (i) for the completion of a specifically funded task(s) or project; for a defined period; or
  - (ii) to relieve an employee who is undertaking a specifically funded task(s) or project for a defined period; or
  - (iii) to relieve in a relevant position arising from an employee taking leave; or
  - (iv) for the temporary provision of specialist skills that are not available within the organisation for a specified period of time; or
  - (v) to fill short term vacancies resulting from the resignation of a permanent employee during the recruitment and selection process;

provided that the term shall not exceed 12 months in the case of (iii), (iv) or (v).

- (b) A fixed term employee shall not be employed to fill a position previously held by a permanent employee except under circumstances specified in subclause (i) or (ii) above.
- (c) This agreement shall apply to a fixed term employee except to the extent that the agreement expressly provides that it does not apply.
- (d) When offering employment on a fixed term basis, D.A.W.N. Inc. shall advise the employee in writing of the temporary nature of the employment, the actual or expected duration of employment, and that employment beyond the period is not expected.
- (e) D.A.W.N. Inc. and a fixed term employee may agree to the duration of the period of employment being extended once only and any extension must be for less than three months.

- (f) If a fixed term employee is subsequently appointed to a permanent position with D.A.W.N. Inc., any period of the fixed term contract completed immediately prior to the commencement of the permanent position shall be recognised as service with D.A.W.N. Inc. for calculating leave entitlements, provided that the employee has not taken or received payment in lieu of those leave entitlements.
- (g) Term employees shall work and be paid a minimum of three continuous hours on each day they work.



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## 9. Hours of Work

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- 9.1 Ordinary hours of work for a permanent worker shall not exceed 32 hours per week, inclusive of a paid 30 minute lunch break.
- 9.2 Work shall be performed at ordinary rates between the hours of 9.00am and 5.00pm.
- 9.3 Full-time work is performed on the basis of an 8 hour day.

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## 10. Overtime

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- 10.1 Overtime means time worked with the prior authorisation D.A.W.N. Inc. beyond the ordinary hours of work specified in this Agreement.
- 10.2 Overtime shall be compensated by time in lieu at single time rates.

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## 11. Flexible Work Hours

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- 11.1 Hours of work may be worked on a flexible basis per agreement between employer/employee.
- 11.2 Ordinary hours may be altered by mutual agreement between workers, providing total hours for all employees do not exceed funded hours.

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## 12. Time in Lieu

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- 12.1 In accordance with Clause 10, an employee will be compensated by way of time off in lieu of payment of overtime on the following basis:
  - (a) Time off in lieu of overtime is given at single overtime rates.

- (b) Time off in lieu of overtime is to be taken in consultation D.A.W.N. Inc. to ensure that the level of the quality of the service is maintained. The maximum amount of time in lieu to be accrued by an employee will be dealt with by the Collective's policies.
- (c) Records of all time off in lieu of overtime owing to employees and taken by employees must be maintained by D.A.W.N. Inc.

12.2 This clause will operate in conjunction with Clause 29, Personal/Carer's Leave, of this Agreement.



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### **13. Call Backs**

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- 13.1 An employee who is recalled to work after leaving the place of employment shall be paid for a minimum of two hours work at ordinary rates even if less than 2 hours is required to perform the work.
- 13.2 Where the work takes longer than 2 hours the employee shall be compensated with time in lieu at the rate of single time.

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### **14. Meal Breaks**

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- 14.1 A paid meal break of not less than thirty minutes shall be allowed each day, provided that no employee shall be required to work more than four hours continuously without a meal break.

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### **15. Tea Breaks**

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- 15.1 A 15 minute paid morning and afternoon tea break shall be allowed to employees.
- 15.2 Such periods shall be included in the ordinary hours of work.

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### **16. Classifications**

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All workers covered by this Agreement are Community Service Workers as defined in the *Social and Community Services Employees (State) Award*.



## 17. Rates of Pay

- 17.1 Rates of Pay shall be those payable under the *Social and Community Services Employees (State) Award*, or its successor, calculated in accordance with Clause 18.2.

## 18. Payment of Wages

- 18.1 To ascertain the equivalent weekly rate of the annual wages such annual rates must be divided by 52.14, and then by 32 to ascertain the hourly rate.
- 18.2 All wages shall be paid weekly by electronic funds transfer.
- 18.3 Wages shall be paid during working hours on a weekday being not more than two days following the end of the pay period. The payday selected, once agreed, shall not be changed without the agreement of a majority of the employees. Wages shall be transferred to the nominated account within twelve hours of the close of business of the nominated payday.
- 18.4 Upon termination, wages due to an employee and any other monetary entitlements shall be paid on the date of termination or forwarded by post on the next working day.
- 18.5 D.A.W.N. Inc. may deduct from amounts due to an employee such amounts authorised in writing by the employee and deductions of income tax required to be made to the Australian Taxation Office.
- 18.6 On pay days, D.A.W.N. Inc. shall provide for each employee a statement in writing showing the gross salary including overtime and allowances, the amount deducted for taxation purposes, particulars of other deductions including payroll deduction made for subscription to the Union and the net amount paid.



## 19. Travel, Accommodation/Meals, Motor Vehicle Expenses

- 19.1 An employee required to travel by other means in the course of her employment other than to or from the usual place of employment shall be reimbursed all reasonable travelling expenses necessarily incurred.

- 19.2 An employee who, with the approval of the employer, travels on business shall be entitled to meals allowance. This allowance will be paid at the following rates:

Breakfast	\$8.60
Lunch	\$11.60
Dinner	\$20.25

- 19.3 The employee is entitled to accommodation and meals allowance when staying overnight in the course of duty:

City	\$153.75
Country	\$109.50

- 19.4 The allowances in Clause 19.2 and 19.3 are not applicable when meals, accommodation or travel is provided by the employer.

### Motor Vehicle

- 19.5 Casual employees who, with the approval of the employer, uses on official business a motor vehicle maintained primarily for other than official business, shall be paid the rates prescribed in the Award.
- 19.6 Permanent employees receive a weekly travel allowance, as amended by the Management Collective from time to time, to cover motor vehicle expenses, including petrol.
- 19.7 The amount paid to permanent employees in 19.6 shall not be less than the rate in the Award for motor vehicle allowance when calculated on an annual basis.
- 19.8 An employee who must use a private vehicle in the course of employment and is reimbursed the cost of travel must comprehensively insure the vehicle used.
- 19.9 In the event of an accident or damage occurring in the course of an employee carrying out their duties, it will be the employer's responsibility to cover the cost of any excess and make up the difference if a no claim bonus is lost.

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## **20. Annual Leave**

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- 20.1 Annual leave shall be granted and paid in accordance with the *Annual Holidays Act 1944* except that:
- 20.2 Pro-rata annual leave may be taken after 3 months employment.

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## **21. Annual Leave Loading**

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- 21.1 In this clause the *Annual Holidays Act 1944* is referred to as "the Act".
- 21.2 A loading of 17.5% of the ordinary weekly rate of pay is payable to employees taking annual leave.
- 21.3 The loading is payable in addition to the pay for the period of annual leave given and taken and due to the employee under the Act and this agreement.
- 21.4 No loading is payable to an employee who takes annual leave wholly or partly in advance. Where an employee continues in employment until the day when they would have entitled under the Act to annual leave then the loading calculated in accordance with subclause 23.2 becomes payable for such leave taken wholly or partly in advance.
- 21.5 Where the employment of an employee is terminated for a cause other than misconduct or the employee resigns and has annual leave owing to them they shall be paid a loading calculated in accordance with sub-clause 23.2 for such leave.

## 22. Public Holidays

- 22.1 Public Holidays shall be allowed to permanent and fixed term employees on full pay.
- 22.2 For the purpose of this clause, the following shall be public holidays : New Year's Day, Australia Day, Good Friday, Easter Saturday, Easter Monday, Anzac Day, Queen's Birthday, August Bank Holiday, Labour Day, Christmas Day, Boxing Day, or any holiday duly proclaimed and observed as a public holiday within the area in which the service is situated.
- 22.3 Days of cultural significance to the employee are deemed to be public holidays.
- 22.4 Aboriginal and Torres Strait Islanders are entitled to National Aboriginal Day and persons of other cultural backgrounds are entitled to the National Day as a paid public holiday.
- 22.5 Public holidays which fall during a period of annual leave are not counted as annual leave days.

## 23. Sick Leave

- 23.1 (a) In the event of an employee becoming sick and unfit for duty and certified as such by a duly qualified medical practitioner, they shall be entitled to 96 ordinary hours full pay for each year of continuous service, plus pro rata for part time employees.
- (b) For the purpose of this clause, illness shall include stress and mental ill health.
- 23.2 The employee needs to provide a certificate from a duly qualified health practitioner where the absence exceeds three consecutive days.
- 23.3 Each employee shall take all reasonably practicable steps to inform DA.W.N. Inc of their inability to attend for work and as far as possible state the estimated duration of the absence.
- 23.4 If the full period of sick leave as described above is not taken in any year, such portion as is not taken shall be cumulative. There shall be no payment of portions of leave not taken on retirement or termination.
- 23.5 Continuous service, for the purpose of this clause, is as defined in the *Long Service Leave Act 1955*.
- 23.6 An employee shall not be entitled to paid sick leave in addition to worker's compensation payments.

## 24. Stress/Prevention Leave

Permanent and permanent part time employees who have completed 52 weeks service may take the equivalent of one week's leave for each 26 weeks service thereafter, for the purpose of stress prevention.

This leave is to be taken during each 26 week period and cannot accrue beyond each 26 week period.

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## 25. Bereavement Leave

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- 25.1 An employee shall be entitled to one week's paid leave per year on the death of a close friend, partner or member of the family, e.g. spouse, mother, father, sister, brother, child, step-child, parent-in-law or grandparent.
- 25.2 If the employer so requires reasonable evidence of that death shall be provided.
- 25.3 For the purpose of this clause, family shall also include de facto spouse, and father and mother shall also include step father and mother, and brother and sister shall also include foster of step brother and sister and same sex partners.

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## 26. Special Leave

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- 26.1 An employee may apply to the Management Collective for up to one week's paid leave per year for personal reasons. This leave is not accumulative.

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## 27. Unpaid Leave

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An employee shall be entitled to up to twelve (12) months unpaid leave providing that:

- 27.1 Adequate notice of at least eight (8) weeks is give to the employer in writing.
- 27.2 The employee has completed at least 52 weeks continuous service prior to the commencement of the leave.
- 27.3 Unpaid leave due to special circumstances may be negotiated between employer and employee if under 52 weeks continuos service.
- 27.4 Four (4) weeks written notice to be given to employer advising of return to employment.
- 27.5 Such leave does not break continuity of service, but does not count for purpose of accounts.

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## 28. Personal/Carer's Leave

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### 28.1 Use of Sick Leave

- 28.1.1 An employee, other than a casual employee, with responsibilities in relation to a class of person set out in ~~29.1.3~~ (ii) who needs the employee's care and support, shall be entitled to use, in accordance with this subclause, any current or accrued sick leave entitlement, provided for at Clause 24 of this Agreement, for the absences to provide care and support, for such persons when they are ill. Such leave may be taken for part of a single day.

28.1.2 The employee shall, if required, establish either by production of a medical certificate or statutory declaration, the illness of the person concerned and that the illness is such as to require care by another person. In normal circumstances, an employee must not take carer's leave under this subclause where another person had taken leave to care for the same person.

28.1.3 The entitlement to use sick leave in accordance with this subclause is subject to:

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- (i) the employee being responsible for the care of the person concerned; and
  - (ii) the person concerned being:
    - (a) a spouse of the employee; or
    - (b) a de facto spouse, who, in relation to a person, is a person of the opposite sex to the first mentioned person who lives with the first mentioned person as the husband or wife of that person on a bona fide domestic basis although not legally married to that person; or
    - (c) a child or an adult child (including an adopted child, a step child, a foster child or an ex nuptial child), parent (including a foster parent and legal guardian), grandparent, grandchild or sibling of the employee or spouse or de facto spouse of the employee; or
    - (d) a same sex partner who lives with the employee as the de facto partner of that employee on a bona fide domestic basis; or
    - (e) a relative of the employee who is a member of the same household, where for the purposes of this paragraph:
      1. 'relative' means a person related by blood, marriage or affinity;
      2. 'affinity' means a relationship that one spouse because of marriage has to blood relatives of the other; and
      3. 'household' means a family group living in the same domestic dwelling.

28.1.4 An employee shall, wherever practicable, give the employer notice prior to the absence of the intention to take leave, the name of the person requiring care and that person's relationship to the employee, the reasons for taking such leave and the estimated length of absence. If it is not practicable for the employee to give prior notice of absence, the employee shall notify the employer by telephone of such absence at the first opportunity on the day of absence.

## 28.2 Unpaid Leave for Family Purposes

28.2.1 An employee may elect, with the consent of the employer, to take unpaid leave for the purpose of providing care and support to a member of a class of person set out in 29.1.3 (ii) above who is ill.

28.2.2 This clause will operate in conjunction with Clause 27, Unpaid Leave, of this Agreement.

### 28.3 Annual Leave

- 28.3.1 An employee may elect with the consent of the employer, subject to the *Annual Holidays Act 1944*, to take annual leave not exceeding five days in single day periods or part thereof, in any calendar year at a time or time agreed by the parties.
- 28.3.2 Access to annual leave, as prescribed in paragraph 29.3.1 above, shall be exclusive of any shutdown period provided for elsewhere under this Agreement.
- 28.3.3 An employee and D.A.W.N. Inc. may agree to defer payment of the annual leave loading in respect of single day absences, until at least five (5) consecutive annual leave days are taken.
- 28.3.4 This clause will operate in conjunction with Clause 20, Annual Leave, of this Agreement.

### 28.4 Time Off in Lieu for Overtime

- 28.4.1 For the purpose only of providing care and support for a person in accordance with clause 29.1 above, and despite provisions of Clause 15 of this Agreement, the following provisions shall apply
- 28.4.2 Overtime taken as time off during ordinary time hours shall be taken at the ordinary time rate, that is an hour for each hour worked.
- 28.4.3 If, having elected to take time as leave in accordance with paragraph 29.4.1, the leave is not taken for whatever reason, payment for time accrued at overtime rates shall be made at the expiry of the twelve (12) month period or on termination.
- 28.4.4 Where no election is made in accordance with paragraph 29.4.1, the employee shall be paid overtime rates in accordance with this Agreement.

### 28.5 Make-up Time

- 28.5.1 An employee may elect, with the consent of the employer, to work 'make-up time', under which the employee takes time off ordinary hours, and works those hours at a later time, during the spread of ordinary hours provided in this Agreement, at the ordinary rate of pay.

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## 29. Parental Leave

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- 29.1 The provisions of the *NSW Industrial Relations Act 1996* apply, with the following exceptions:

### Eligibility

- 29.2 Eligibility for paid parental leave;  
Full and part-time employees who become pregnant or who adopt a child shall, upon production to the employer of a certificate from a practitioner stating the presumed dates of

confinement or a certificate from the appropriate authority stating the adoption date, be entitled to paid, provided that the employee has had not less than 18 months continuous service with the employer immediately preceding the date upon which the employee proceeds upon such leave.

- 29.3 The period of paid parental leave shall be subject to negotiation with the Management Collective at the time of applying to take parental leave, but shall be no less than two (2) weeks and not more than twelve (12) weeks. The taking of such leave is to be notified in advance.
- 29.4 Additional leave without pay to bring the total leave to a period of twelve months. Such leave shall be taken at a time within the period of twenty weeks before the expected date of birth to 12 months after giving birth.
- 29.5 Eligibility for parental leave in circumstances outside of ~~clauses 30.2 and 30.3~~ may be negotiated between employee and employer.



### Commencement and Duration

- 29.6 Parental leave may commence in the period from twenty weeks up to the date of confinement. An employee must apply for parental leave in writing, giving not less than four (4) weeks notice of intention to take parental leave.

This notice must include:

- a) A medical certificate from a qualified medical practitioner.
- b) Dates from which leave will be taken and the period of leave to be taken.

- 29.7 An employee commencing parental leave may return to work during any part of that leave and recommence leave at any time upon agreement with the employer or upon giving four (4) week's notice or more, provided that the full leave is not greater than the equivalent of twelve month's leave.

- 29.8 As well as parental leave, an employee may take any entitlement to accumulated recreational leave (including leave loading where available), accumulated allocated days off and then use any long service leave entitlement without loss of any entitlement of parental leave under this agreement.

- 29.2 Where practicable and subject to the agreement of the employer, a full-time employee may return to work on a part time basis.

### Payment of Parental Leave

- 29.10 Payment for parental leave may, if employee so elects, be made:

- a) Each fortnight during the period of paid parental leave.
- b) Or, at half the employee's ordinary rate of pay for twice the period of the paid parental leave entitlement

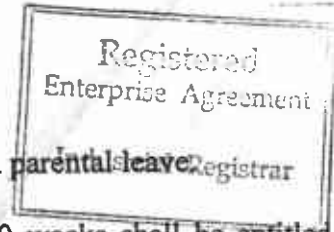
- c) To a bank account, the employee directly, or a nominated address.

29.11 Periods of paid parental leave shall count for the purposes of accrual of other leave entitlements and unpaid leave shall not break continuity of service.

#### Special Parental Leave

29.12 An employee who is:

- (a) Not absent on parental leave but who is entitled to be on ~~parental leave~~ registrar
- (b) Or whose pregnancy has proceeded for a period of 20 weeks shall be entitled to parental leave as per clause ~~30A~~.



This shall be counted as maternity leave taken in advance.

29.13 This leave shall apply in respect of:

- (i) An illness relating to pregnancy; and
- (ii) In respect of the normal consequences of confinement where her pregnancy terminates other than by birth of a living child.
- (iii) Additional leave without pay shall be available as certified by a medical practitioner.
- (iv) An employee may use accrued recreation leave, long service leave and sick leave to cover all or part of the unpaid period of leave.
- (v) The period of leave granted shall count as continuous leave for all purposes.

#### Return to Work

29.14 An employee shall confirm her intention of returning to work by notice in writing to her employer given not less than four weeks prior to the expiration of her parental leave.

29.15 Any existing staff member transferred or promoted as a result of an employee asking parental leave shall be informed of the temporary nature of the transfer or promotion.

#### Replacement Employees

29.16 A replacement employee is an employee specifically engaged as such, and as a result of an employee proceeding on parental leave, provided however that a replacement is not expected to fill the job vacated by the employee proceeding on parental leave.



- 29.17 Before an employer engages a replacement employee under this subclause, the employer shall inform that person of the temporary nature of the employment and of the rights of the person who is being replaced.
- 29.18 Any existing staff member transferred or promoted as a result of employee asking parental leave shall be informed of the temporary nature of the transfer or promotion.

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## 30. Education/Training Leave

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- 30.1 An employee may, with the approval of D.A.W.N. Inc., attend training courses and seminars during normal working hours without loss of pay.
- 30.2 Once approved, the costs of attending such training courses and seminars will be met by D.A.W.N. Inc. Travelling time is reimbursed with time in lieu at single rates.
- 30.3 The amount of travelling time for which an employee may be compensated when attending training shall be calculated by deleting the amount of time an employee normally takes to travel to and from work, from the time taken to travel to and from the training course.
- 30.4 Where an employee is approved to attend a training course that is conducted outside their normal ordinary hours they shall accrue time in lieu at single rates for all time taken in attending (excluding travelling time).
- 30.5 A full time employee shall be entitled to up to four hours per week study leave during University or TAFE terms without loss of pay to attend personal studies relevant to their work subject to prior approval by D.A.W.N. Inc. A part-time employee shall be entitled to study leave on a pro-rata basis. Such approval will not be unreasonably withheld.
- 30.6 For the purpose of attending examinations, residentials and/or compulsory schools only, study leave may be accumulated from week to week and taken in a block of not more than two weeks. These leave conditions apply from the commencement of study and must be taken within that 12 month period.
- 30.7 An employee shall be entitled to paid leave to attend examinations in courses already approved by the employer.

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## 31. Long Service Leave

- 31.1 All employees shall be entitled to be paid long service leave in accordance with the *Long Service Leave Act 1955* with the following exceptions:
- 31.2 An employee shall be entitled to paid long service leave after three (3) years on a pro-rata basis of thirteen (13) weeks per fifteen (15) years service
- 31.3 Leave under the terms of this clause may be taken after completion of 3 years service at a

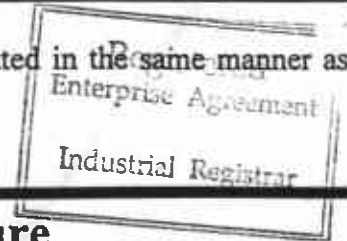
time agreed to by the employer and employee.

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## 32. Calculation of Continuous Service

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Continuous service, for the purpose of this agreement, shall be calculated in the same manner as provided for in the *Long Service Leave Act 1955*.




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## 33. Grievance and Disputes Settling Procedure

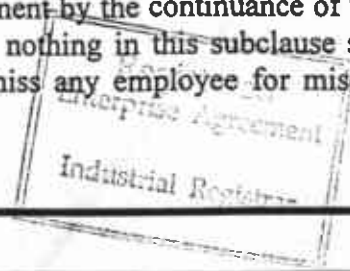
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33.1 Any dispute or grievance involving the employee arising out of the interpretation of this Agreement or any other working conditions or complaints, shall be dealt with in the following manner:

- (a) Any issue of concern is to be raised for discussion between the two parties involved before being raised at management meetings.
- (b) All management members have the right to raise issues of concern at any management meetings. Workers have the right not to respond until after a workers' collective has been called to discuss the issue.
- (c) If a dispute between workers arises and is not resolved after three workers' collective meetings, e.g. through supervision, mediation, one to one or group counselling (cost to be met by D.A.W.N. Inc.), it is to be referred to the next scheduled management meeting or a management meeting may be called. All parties involved are to be notified by certified mail of the time, place and general details of the purpose of the meeting. Workers have the right to bring one female support person to the meeting.
- (d) If the dispute is resolved e.g. by supervision, mediation, one to one or group counselling, follow up will occur at the next two management meetings to ensure implementation of decisions. If the decisions have not been implemented, the dispute will be deemed unresolved.
- (e) Unresolved disputes will cause a special meeting to be called within twenty one days. All parties involved are to be notified by certified mail of the time, place and issues to be raised. This notification must take place at least seven days before the Special meeting. The two parties involved in the dispute have the right to bring two female representatives of their own choice to the meeting. An independent arbitrator (preferably from the Community Justice Centre) will be called to mediate the meeting.
- (f) In the event of failure to resolve the dispute by means of amicable agreement between the parties, such parties to the Agreement may notify the matter to the Industrial Registrar of New South Wales, pursuant to section 130 of the *Industrial Relations Act 1996*. The parties will then attempt to reach a settlement at the conciliation stage of the compulsory conference so called.
- (g) Should a settlement not be reached through conciliation, the dispute shall proceed to

arbitration in the normal manner and both parties agree to accept the decision of the relative industrial tribunal, subject to each party's rights under the Act.

- 33.2 It is the purpose of this procedure that normal work continue while the above is being followed. No party shall be prejudiced as to final settlement by the continuance of work in accordance with the disputes procedure. Provided that nothing in this subclause shall be taken to limit the employer's rights to summarily dismiss any employee for misconduct which justifies instant dismissal.




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## 34. Termination of Employment

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- 34.1 Termination shall not be harsh, unjust or unreasonable.
- 34.2 Nothing in this clause shall prevent the summary dismissal of an employee for misconduct.
- (a) Except for misconduct, justifying summary dismissal, the services of an employee shall be terminated by D.A.W.N. Inc. only in accordance with the Termination of Employment Policy.
- 34.3 Where a decision is made by the Management Committee to terminate an employee, four week's notice shall be given.
- 34.4 Where an employee is over 45 years of age they shall receive one week's extra notice, provided the employee has had two years service.
- 34.5 Payment may be made in lieu of the notice, provided that employment may be terminated by part of the notice period specified and part payment thereof.
- 34.6 An employee may terminate their service by giving D.A.W.N. Inc. two weeks notice.
- 34.7 Upon termination of employment for any reason whatsoever, the employer shall furnish the employee with a Certificate of Service in the following form of Separation Certificate;
- i) Employer's Name
  - ii) Period of Employment, From – to
  - iii) Title of Position
  - iv) Salary Scale
  - v) Nature of work (including, if applicable, details of numbers of staff supervised by employee)
  - vi) Name of local Management Committee
- 34.8 Notwithstanding the above, both parties reserve the right to take a dispute to the Industrial Commission at any time.
- 34.9 An employee has the right to inspect their personal file kept by the employer at any time.

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## 35. Redundancy

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This clause shall apply in respect of full and part-time persons employed under this Agreement.

Enterprise Agreement

Industrial Registrar

### Discussions before Terminations

- 35.1 Where an employee/s is terminated because of cessation or reduction of funding and the employer does not wish the job to be done by anyone, then the employer shall hold discussions with the employees affected and the Union.
- 35.2 The discussions shall take place as soon as possible following the decision to terminate the employee/s and shall cover the reasons for termination, measures to avoid or minimise or lessen any adverse affects of any termination on the employees concerned.
- 35.3 For the purpose of discussion, the employer shall, as soon as practicable, provide in writing to the employees concerned and the Union, all relevant information about the proposed terminations including the reasons for the proposed terminations, the number of categories of employees likely to be affected and the number of workers normally employed and the period over which the terminations are likely to be carried out.

### Severance Pay

- 35.4 In addition to the period of notice prescribed in Clause 34, Termination of Employment, an employee whose employment is terminated for reasons set out in sub clause 42 hereof, shall be entitled to the following amount of severance pay in respect of a continuous employment.

<u>Length Of Continuous Service Of Employment</u>	<u>Under 45 years old</u>	<u>Over 45 years old</u>
1 year or less	2 weeks pay	2 weeks pay
1 year and up to completion of 2 years	4 week spay	5 weeks pay
2 years and up to completion of 3 years	6 weeks pay	7.5 weeks pay
3 years and up to completion of 4 years	7 weeks pay	8.75 weeks pay
4 years and over	8 weeks pay	10 weeks pay

“Weeks pay” means the ordinary time rate of pay for the employee concerned.

- 35.5 During the period of notice of termination given, the employee shall be allowed up to one day’s time off for the purpose of seeking other employment.

### Incapacity to Pay

- 35.6 An employer, in particular redundancy cases, may make application to the Union to have the general severance pay prescription varied on the basis of the employer’s incapacity to pay, until funds are gained by way of liquidation of the Incorporation’s assets.



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## **36. Recognition of Rights**

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- 36.1 D.A.W.N. Inc. recognises the rights of its employees to belong to the Union and of the Union to represent its members. D.A.W.N. Inc.'s policy will be that all eligible employees have the opportunity and are encouraged to join the Union. Employees will be provided with a copy of an application form at the point of recruitment.
- 36.2 D.A.W.N. Inc. and the Union recognise their joint responsibility to ensure this agreement is effective and in the event of any ambiguity the spirit and intention of the parties should be paramount.
- 36.3 D.A.W.N. Inc. undertakes upon authorisation to deduct Union membership dues as levied by the Union in accordance with its rules from the pay of employees who are members of the Union. Such monies collected will be forwarded to the appropriate branch of the Union at the beginning of each month together with all necessary information to enable the reconciliation and crediting of subscriptions to members' accounts.

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## **37. Union Notice Board**

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An accessible space for Union notices shall be provided by DA.W.N. Inc.

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## **38. Trade Union Training Leave**

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- 38.1 Upon application to D.A.W.N. Inc., an employee shall be granted five working days' leave on ordinary pay each calendar year to attend short trade union training courses or seminars.
- 38.2 An employee will be required to give 2 week's notice of their request to attend Trade Union Training courses.
- 38.3 The scope, content and level of the course or seminar concerned shall be such as to contribute to a better understanding of industrial issues. Courses or seminars conducted by or with the support of TUTA shall be deemed to contribute to a better understanding of industrial relations.

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## **39. Jury Service**

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- 39.1 A full-time, part-time employee or term employee required to attend for jury service during their ordinary working hours shall be reimbursed by D.A.W.N. Inc. an amount equal to the difference between the amount paid in respect of their attendance for such jury service and the amount of wages they would have received in respect of the ordinary time they would have worked had they not been on jury service.
- 39.2 An employee shall notify D.A.W.N. Inc. as soon as possible of the date upon which they are required to attend for jury service. Further the employee shall give D.A.W.N. Inc.

documentary proof of their attendance, the duration of such attendance and the amount received in respect of such jury service.

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## 40. Employers' Indemnity Against Civil Liability

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D.A.W.N. Inc. shall be responsible in accordance with the *Employees' Liability (Indemnification of Employer) Act 1982* to indemnify employees against liability for fault (as defined by the Act) arising out of the performance of work by the employee.

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## 41. Occupational Health & Safety

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- 41.1 To ensure the health and safety of employees in accordance with the Occupational Health and Safety Act, D.A.W.N. Inc. will provide a safe working environment.
- 41.2 All employees will work in a safe manner as required under the *Occupational Health and Safety Act*.
- 41.3 Employees are required to observe all safety procedures.

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## 42. Racial and Sexual Harassment

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- 42.1 The employer shall not, to the extent that is within the employer's power to do so, allow an employee to be harassed or intimidated in the course of work.
- 42.2 Racial and sexual harassment of employees shall not be condoned by the employer and appropriate action shall be taken by the employer in consultation with all employees to prevent this from happening.
- 42.3 In the event that a complaint of racial and sexual harassment or intimidation is made to the employer and the complaint is considered valid, depending on the nature of the complaint, the employee against whom it is brought, shall be issued with a first warning and notified that another complaint of this nature could bring about termination procedures.

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## 43. Discrimination

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- 43.1 It is the intention of the parties to this agreement to seek to achieve the object in Sec3 (f) of the *Industrial Relations Act 1996* to prevent and eliminate discrimination in the workplace. This includes discrimination on the grounds of race, sex, marital status, disability, homosexuality, transgender identity and age.
- 43.2 It follows that in fulfilling their obligations under the grievance procedure set out in Clause 27 of this Agreement the parties have obligations to take all reasonable steps to ensure that the operation of the provisions of this Agreement are not directly or indirectly discriminatory in their effects. It will be consistent with the fulfillment of these obligations

for the parties to make application to vary any provision of the agreement which, by its terms or operation, has a direct or indirect discriminatory effect.

43.3 Under the *Anti-Discrimination Act 1977* it is unlawful to victimise an employee because the employee has made or may make or has been involved in complaint of unlawful discrimination or harassment.

43.4 Nothing in this clause is to be taken to affect:

- (a) any conduct or act which is specifically exempted from anti-discrimination legislation;
- (b) offering or providing junior rates of pay to persons under 21 years of age;
- (c) any act or practice of a body established to propagate religion which is exempted under sec. 56(d) of the *Anti-discrimination Act 1977*;
- (d) a party to this agreement from pursuing matters of unlawful discrimination in any state or federal jurisdiction.

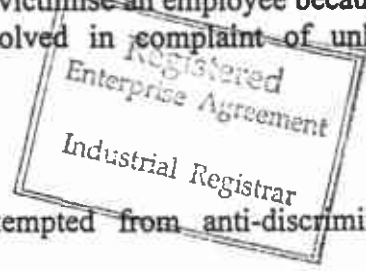
43.5 This clause does not create legal rights or obligations in addition to those imposed upon the parties by the legislation referred to in this clause.

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## 44. Posting of Agreement

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A copy of this Agreement together with any variations made from time to time, will be kept at the workplace readily accessible to all employees covered by this Agreement.



## Signatures

Signed for and on behalf of the parties to this Agreement.

By E. MARY SEAMAN  
(Print name and position)


For **D.A.W.N. Inc.**

By LUKE FOLEY  
~~ROBYN BOSLEY~~  
(Print name and position)  
**SECRETARY**


For **Australian Services Union of New South Wales**

Signed this 21<sup>st</sup> day of June 2001