

## **REGISTER OF ENTERPRISE AGREEMENTS**

**ENTERPRISE AGREEMENT NO:** EA07/16

**TITLE: Liverpool Women's Health Centre Inc. Enterprise Agreement 2007**

**I.R.C. NO:** IRC7/1427

**DATE APPROVED/COMMENCEMENT:** 5 September 2007 / 5 September 2007

**TERM:** 36

**NEW AGREEMENT OR  
VARIATION:** Replaces EA01/297.

**GAZETTAL REFERENCE:** 28 September 2007

**DATE TERMINATED:**

**NUMBER OF PAGES:** 32

**COVERAGE/DESCRIPTION OF**

**EMPLOYEES:** The agreement applies to all employees employed by Liverpool Women's Health Centre Inc., located at 26 Bathurst Street, Liverpool NSW 2170 who fall within the coverage of the Social and Community Services Employees (State) Award.

**PARTIES:** Liverpool Women's Health Centre Inc. -&- the Australian Services Union of N.S.W.

# **LIVERPOOL WOMEN'S HEALTH CENTRE INC. ENTERPRISE AGREEMENT 2007**

**Final agreed on 4 April at Industrial Sub-committee and Recommendation for Approval at MC  
on same date (no quorum) and unanimously passed by Staff Meeting Vote on 11 April 2007**

## **PART I – TITLE, INDEX, DEFINITIONS**

### **PART I**

1. Arrangement
2. Title
3. Parties Bound
4. Duration of Agreement
5. Incidence

## **PART II - ENGAGEMENT OF EMPLOYEES**

6. Terms of Engagement
7. Full-Time Employees
8. Part-Time Employees
9. Fixed Term Employees
10. Casual Employees
11. Sessional Employee

## **PART III - HOURS OF WORK**

12. Hours of Work
13. Overtime
14. Time in Lieu
15. Call Back
16. Shift Work
17. Roster of Hours
18. Excursions
19. Meal Breaks
20. Breaks Between Shifts and Overtime

## **PART IV - CLASSIFICATIONS, WAGES AND SUPERANNUATION**

21. Classifications
22. Rates of Pay
23. Salary Packaging
24. Incremental Placement and Advancement
25. Higher Duties
26. Superannuation
27. Payment of Wages
28. Time and Pay Records

## **PART V - ALLOWANCES, EXPENSES AND AMENITIES**

29. Sleepover Allowance
30. First Aid Allowance
31. On Call Allowance
32. Motor Vehicle Allowance
33. Motor Vehicle Insurance
34. Other Expenses
35. Amenities

## **PART VI - LEAVE**

36. Sick Leave
37. Annual Leave
38. Annual Leave Loading
39. Christmas Closure
40. Long Service Leave
41. Calculation of Continuous Service
42. Public Holidays
43. Personal Carer's Leave
44. Bereavement Leave
45. Special Leave
46. Parental Leave
47. Co Parenting Leave
48. Child care
49. Educational Leave
50. Leave Without Pay
51. Jury Service

## **PART VII - GRIEVANCE AND DISPUTES SETTling PROCEDURE, TERMINATION AND ORGANISATIONAL CHANGE AND REDUNDANCY**

52. Grievance and Disputes Settling Procedure
53. Termination of Employment
54. Organisational Change and Redundancy

## **PART VIII -MISCELLANEOUS PROVISIONS**

55. Occupational Health and Safety
56. Protective Clothing and Safety Equipment
57. Anti-Discrimination
58. Employees' Indemnity
59. Posting of Agreement
60. Union Notices
61. Union membership
62. Union Meetings
63. General Savings
64. Signatories

### **2. Title**

This agreement shall be known as the Liverpool Women's Health Centre Inc, Enterprise Agreement 2007

### **3. Parties Bound**

This agreement is binding on;

(a) **Liverpool Women's Health Centre Inc**

(b) **The Australian Services Union of New South Wales**  
and

(c) the current and future **Employees of Liverpool Women's Health Centre Inc**

### **4. Duration of Agreement**

This agreement shall operate from registration and will remain in force for a period of three years.

## **5. Incidence**

- 5.1 This agreement shall be read in conjunction with the parent award, the Social and Community Services Employees (State) Award, as proclaimed as at 1 March 2006. Where there is any inconsistency between the Award and this Agreement, this Agreement shall apply.
- 5.2 If, during the period of operation of this agreement, the conditions contained in the parent award are improved to exceed any of the corresponding conditions of this agreement, the improved conditions will apply.

## **PART II - ENGAGEMENT OF EMPLOYEES**

### **6. Terms of Engagement**

- 6.1 The employer shall inform each employee on engagement in writing as to the terms of their engagement, and in particular whether they are a full-time, part-time, fixed term or casual employee.
- 6.2 Casuals shall receive such details in writing only on their initial engagement.
- 6.3 The employer shall provide each employee with a job description or duty statement outlining specific duties to be performed and hours of work, upon engagement.
- 6.4 All employees other than fixed term or casual employees shall be deemed to have ongoing employment.

### **7. Full-Time Employees**

- 7.1 An employee not specifically engaged on a part-time, casual or fixed term basis shall be a full-time employee.
- 7.2 Full time employees shall be paid a minimum of three hours on each day they work.

### **8. Part-Time Employees**

- 8.1 A Part-time employee shall mean a person who works a specified number of regular days and/or hours being less than those worked by a full-time employee in a four-week period.
- 8.2 Part-time employees shall be paid a minimum of three hours on each day they work.
- 8.3 Part-time employees shall be paid an hourly rate calculated on the basis of one thirty fifth of the appropriate weekly rate prescribed by Clause 22, Rates of Pay.
- 8.4 Part-time employees shall be entitled to all benefits under this Agreement on a pro rata basis.

### **9. Fixed Term Employees**

- 9.1 A fixed term employee may be engaged to work on either a full-time or part-time basis:
- (a) for the completion of a specifically funded task(s) or project; not subject to recurrent funding; or
  - (b) to relieve an employee who is undertaking a specifically funded task(s) or project for a defined period; or
  - (c) to relieve in a vacant position arising from an employee taking leave in accordance with this Agreement; or
  - (d) for the temporary provision of specialist skills that are not available within the organisation for a specified period of time; or

- (e) 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 (c), (d) or (e).

- 9.2 A fixed term employee shall not be employed to fill a position previously held by a permanent employee except under circumstances specified in 9.1 above.
- 9.3 This Agreement shall apply to a fixed term employee except when it expressly states that it does not apply.
- 9.4 When offering employment on a fixed term basis, the employer 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.
- 9.5 The employer and a fixed term employee may agree to the duration of the period of employment being extended once only, provided that any extension will not exceed six months.
- 9.6 If a fixed term employee is subsequently appointed to a full-time or part-time position with the employer, any period of the fixed term contract completed immediately prior to the commencement of the full-time or part-time position shall be recognised as service with the employer for calculating leave entitlements, provided that the employee has not taken or received payment in lieu of those leave entitlements.
- 9.7 Fixed term employees shall be paid a minimum of three hours on each day they work.

#### **10. Casual Employees**

- 10.1 A casual employee shall mean an employee employed to perform work of a short-term irregular nature.
- 10.2 A casual employee shall be paid an hourly rate equal to one thirty fifth of the appropriate weekly rate prescribed by Clause 22, Rates of Pay, plus an additional loading of fifteen (15 %) per cent.
- 10.3 In accordance with 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 10% of the employee's ordinary pay for such period of engagement.
- 10.4 Where a casual employee is engaged to undertake shift work, the prescribed shift penalty for the appropriate shift shall be paid in addition to the loading prescribed in 10.2 and 10.3.
- 10.5 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 hourly rate + 15% = sub total (1) [+appropriate shift penalty = subtotal (2) ]+ 10% = total.

#### **11. Sessional Employees**

- 11.1 In specific circumstances an employee may be employed on a sessional basis.
- 11.2 The terms and conditions of a sessional employee shall be negotiated prior to engagement, and such terms and conditions may not contain all the terms and conditions contained in this Agreement.
- 11.3 Upon engagement a sessional employee shall be provided with a contract stating Salary, Terms and Conditions of employment, as well as a Position description.
- 11.4 Sessional employees who are employed for a minimum of twelve months the following clauses of this agreement shall apply; Other clause as required by law shall also apply.

23 Salary Packaging  
26 Superannuation

28 Time and Pay records  
32 Motor Vehicle Allowance  
35 Amenities  
40 Long Service Leave  
56 Occupational Health and Safety  
57 Protective Clothing and Safety Equipment

### **PART III - HOURS OF WORK**

#### **12. Hours of Work**

- 12.1 The ordinary hours of work shall be no more than 140 hours in any four week period exclusive of meal breaks, worked between the hours of 8am to 8pm Monday to Friday inclusive.
- 12.2 Flexible working hours in accordance with LWHC policy may be worked by agreement with the Co-ordinator
- 12.3 Weekend Work:
- (a) An employee who works ordinary hours on a Saturday shall be paid a loading of 50% in addition to their ordinary rate of pay.
  - (b) An employee who works ordinary hours on a Sunday shall be paid a loading of 75% in addition to their ordinary rate of pay.
- 12.4 The ordinary hours of work for shiftworkers shall be no more than 140 hours in any four week period.
- 12.5 The employer in rostering ordinary hours of work shall take all reasonable steps to accommodate requests of the employees.

#### **13, Overtime**

- 13.1 Overtime means time worked with the prior authorisation of the employer, except in emergency situations, beyond the ordinary hours of work per day and/or outside the span of hours.
- 13.2 Overtime shall be paid at the rate of time and one half for the first three hours and double time thereafter
- 13.3 Part time employees must work the full time equivalent hours before overtime is payable; or work outside the span of hours.
- 13.4 For the purpose of calculating the payment of overtime, each day shall stand alone.
- 13.5 Employees may be required to work reasonable amounts of overtime.
- 13.6 Shiftworkers shall receive overtime payments in accordance this clause, or a continuation of the shift penalty, whichever is the greater, whenever they are required to work any additional hours beyond their rostered shift.
- 13.7 Part time shiftworkers must work the full-time equivalent hours before overtime is paid
- 13.8 For the purpose of calculating overtime each day shall stand alone
- 13.9 Employees may be required to work reasonable amount of overtime

## **14. Time in Lieu**

### 14.1 Time Off in lieu of payment for overtime:

- (a) An employee may elect, with the consent of the employer, to take time off in lieu of payment for overtime at a time or times agreed with the employer.
- (b) Overtime worked during the span of the agency's ordinary hours Monday – Friday 8am – 8pm taken as time off during ordinary hours shall accrue at the ordinary time rate, that is an hour for each hour worked.
- (c) Overtime worked outside the span of the agency's ordinary hours will accrue at one and a half hours for each hour worked
- (d) An employer shall, if requested by an employee, provide payment, at the rate provided for the payment of overtime in the Agreement, for any overtime worked under subclause (a) above where such time has not been taken within four weeks of accrual. Notwithstanding anything contained elsewhere in this subclause, on notice from the employer, an employee must elect within six months of accrual, whether to take overtime worked under (a) above as an overtime payment or as time off work at the ordinary time rate of pay.

14.2 A maximum of three quarters (3/4) of normal weekly hours can normally be accrued. Where an employee may appear to be about to exceed this limit, specific approval must be obtained from the Co-ordinator.

14.3 A maximum of 14 hours is able to be taken at any one time except where specific approval has been obtained from the Co-ordinator.

14.4 At termination any untaken TIL will be paid out at the appropriate overtime rate.

## **15. Call Back**

15.1 An employee who is recalled to work after leaving work shall be paid a minimum of two hours pay at the appropriate overtime rate for such time so recalled.

15.2 The employee shall not be required to work the full two hours if the work is completed in a shorter period

## **16. Shift Work**

### 16.1 Definitions:

- (a) Evening Shift means any shift which finishes after 8.00pm and at or before 12.00 midnight Monday to Friday.
- (b) Night Shift means any shift which finishes after 12.00 midnight or commences before 6.00am Monday to Friday.
- (c) Saturday shift means any time worked between midnight Friday and midnight Saturday.
- (d) Sunday Shift means any time worked between midnight Saturday and midnight Sunday.
- (e) A gazetted Public Holiday Shift means any time worked between midnight on the night prior to the public holiday and midnight of the public holiday.

### 16.2 Engagement in Shift Work:

- (a) Where an employer wishes to engage an employee in shift work, the employer shall advise the employee in writing, specifying the period over which the shift is ordinarily worked.

### 16.3 Shift Loadings:

- (a) An employee working an evening shift shall be paid a loading of 15% on their ordinary rate of pay for the whole of such shift.
- (b) An employee who works a night shift shall be paid a loading of 30% on their ordinary rate of pay for the whole of such shift.
- (c) An employee who works a Saturday shift shall be paid a loading of 50% on their ordinary rate of pay for that part of such shift.
- (d) An employee who works a Sunday shift shall be paid a loading of 75% on their ordinary rate of pay for that part of such shift.
- (e) An employee who works a Public Holiday shift shall be paid a loading of 150% on their ordinary rate of pay for that part of such shift.

16.4 Shifts are to be worked in one continuous block of hours that may include meal breaks and sleepover.

### **17. Roster of Hours**

- 17.1 The ordinary hours of work for each employee other than casuals shall be displayed on a roster in a place conveniently accessible to employees. Such roster shall be displayed two weeks prior to the commencing date of the first working period in any roster.
- 17.2 A roster may be changed by mutual agreement between the employer and an employee at any time to enable the services of the employer to be carried on where another employee is absent from duty on account of illness or in emergency, but where any such alteration involves an employee working on a day which would have been their day off such time worked shall be dealt with in accordance with Clause 13, Overtime or Clause 16, Shiftwork.

### **18. Excursions**

- 18.1 Where an employee agrees to supervise clients during an excursion activity, the following payment shall apply to such work:
  - (a) For all time worked between the hours of 8 am to 6 pm, Monday to Sunday inclusive, payment shall be made at the employees ordinary rate of pay up to a maximum payment of 8 hours per day.
  - (b) For all time worked between the hours of 6 am to 8 am and/or between the hours of 6 pm to 10 pm Monday to Sunday inclusive, payment shall be made at the appropriate rate set out in Clause 13, Overtime.
  - (c) Where an employee is required to sleepover and be available to deal with any urgent situation should one arise, payment of a sleepover allowance in accordance with Clause 29.4, shall apply.
  - (d) By agreement, overtime worked in accordance with 16.1 (b) may be taken in accordance with Clause 14, Time in Lieu.
- 18.2 A meal allowance in accordance with clause 19 will apply where an excursion/activity with a client occupies a rostered meal break and/or where an employee is supervising clients off site.

### **19. Meal Breaks**

- 19.1 The Centre closes daily between 1pm and 2pm during which time employees are required to take an hour for their lunch break. Such lunch break shall be unpaid. Any exception to this lunch break must be negotiated with the Co-ordinator.



- 19.2 A period of 15 minutes shall be allowed for morning and afternoon tea and such periods shall be included as ordinary time worked.
- 19.3 Nothing in this clause should be deemed to mean that an employee would be deprived of, nor deprive themselves of a meal break, simply because of pressure of general work.
- 19.4 Where an employee is required to have a meal with clients that time shall be paid and 19.1 does not apply.

#### **20. Breaks Between Shifts and Overtime**

- 20.1 Employees must have a rest period of ten (10) consecutive hours between ceasing one period of engagement or shift and commencing the next period of engagement or shift.
- 20.2 Employees directed to resume or continue work without having received a break in accordance with 20.1 shall be paid at the overtime rates set out in Clause 13, Overtime until they are released from duty. They will then be entitled to be absent for a period of ten (10) consecutive hours without loss of pay.
- 20.3 A sleepover whether or not that sleepover is connected with an ordinary rostered shift cannot be substituted for the conditions outlined in 20.1 and 20.2.

### **PART IV - CLASSIFICATIONS, WAGES, AND SUPERANNUATION**

#### **21. Classifications**

- 21.2 "Community Services Worker Grade 2" shall mean a person who is employed to perform duties of a more complex, varied and responsible nature than a Community Services Worker Grade 1, which may include service delivery on an individual, group or community basis and social educators and vocational educators. Such person may be required to exercise initiative and independent judgement but will be under the general supervision of another employee subject to this award. In no case shall a Community Services Worker Grade 2 be required to develop policy for or co-ordinate a service.
- 21.3 "Community Services Worker Grade 3" shall mean an employee who performs more varied, complex and responsible work than a Community Services Worker Grade 2, in providing social welfare services on an individual, group or community basis. Such employee may be required to exercise substantial responsibility in relation to service delivery, initiative and substantial judgement and have an extensive knowledge of social and community welfare services and shall be subject only to general supervision. Such duties may include case responsibility for clients, co-ordination of a service, contributing to policy development, supervision of other workers and/or complex counselling, and may include the co-ordination and/or administration of activity therapy centres, workshops and supported employment services and independent living training for the developmentally disabled.
- 21.4 "Community Services Worker Grade 4" shall mean an employee who would not ordinarily receive instructions from another employee as to the performance of their duties; and who is responsible for any one or more of the following:
- (a)
- (i) The overall administration/co-ordination of a service, agency or workplace of the employer, including the supervision of one or more Grade 3 employees;
  - (ii) Is primarily engaged in developing and implementing policies and/or programs at a senior level for a service in relation to general or specific aspects of social and community welfare services;
  - (iii) Is primarily engaged in the administration/co-ordination of activity therapy centres, workshops and supported employment services for the developmentally disabled where such employment-based schemes cater for more than 30 disabled persons and independent living training where such community and hostel-based residences cater for more than 20 disabled persons.

(b) Where the prime responsibility lies in a specialised field, employees at this grade would undertake at least some of the following:

- (i) Co-ordinating projects;
- (ii) Co-ordinating/managing the operation of a distinct element(s) of a larger organisation, which may include supervision of staff;
- (iii) Under general direction, undertaking a variety of tasks of a specialised and/or detailed nature;
- (iv) Exercising specialised judgement within prescribed areas.

21.5 "Community Services Worker Grade 5" shall mean an employee who undertakes the functions of a Grade 4 employee but at a higher level of complexity, responsibility, initiative and autonomy, including, but not limited to, the following:

- (i) Developing and implementing policies and/or programs at a more senior level than a Grade 4 employee;
- (ii) Influencing the operational activities of the organisation;
- (iii) Adopting a broader strategic perspective towards their work than employees at lower grades;
- (iv) Developing and implementing the long-term goals of the organisation;
- (v) Setting outcomes in relation to the organisation's objectives and devising strategies to achieve them; and
- (vi) May supervise employees or teams of employees classified at a lower grade;
- (vii) May be involved in client-centred activities which form a component of direct support coverage.

21.5

(a) Where the prime responsibility lies in a specialised field, employees at this grade will undertake the functions of a Grade 4 employee but at a higher level of complexity, responsibility, autonomy and a higher level of discipline knowledge, including, but not limited to, the following:

- (i) Working under limited direction from senior management or the employer and having significant delegated authority;
- (ii) May supervise employees classified at a lower grade.

21.6 "Community Services Worker Grade 6" shall mean an employee who exercises a high level of responsibility for organisational management and decision making, exercises considerable independent judgement and a high degree of autonomy, and provides high level expert advice, including but not limited to, the following:

- (i) Involvement in establishing operational procedures which impact on activities undertaken and outcomes achieved by the organisation and/or activities undertaken by sections of the community serviced by the organisation;
- (ii) Undertaking the control and co-ordination of key aspects of the work of the organisation;
- (iii) Developing and implementing the long-term goals of the organisation;
- (iv) Undertaking a wide range of managerial or specialised functions to achieve results in line with organisational goals;

- (v) Developing and administering complex policy, organisational and program matters;
- (vi) May supervise employees or teams of employees across a variety of programs classified at a lower grade;
- (vii) May be involved in client-centred activities which form a component of direct support coverage.
- (a) Where the prime responsibility lies in a specialised field, a senior specialist at this grade will be subject to broad direction from senior officers, and will undertake duties including, but not limited to, the following:
  - (i) Undertaking work of substantial scope and complexity such that a major portion of such work requires initiative;
  - (ii) Undertaking duties of a professional nature at a senior level;
  - (iii) Undertaking functions across a range of administrative, specialist or operational areas which include specific programs or activities, management of service delivery and the provision of high level advice;
  - (iv) Managing extensive work programs or projects in accordance with the goals of the organisation;
  - (v) Applying high level analytical skills in the attainment of the objectives of the organisation;
  - (vi) May supervise employees classified at a lower grade.

**EXCLUSIONS:**

21.7 The following employees shall be excluded from this award:

- (i) an employee whose duties are principally managerial/administrative and who is a member of the senior management team of a large multi-function organisation (other than a multi-purpose Neighbourhood Centre) which administers a range of services/facilities and workplaces;
- (ii) the principal officer of an organisation where that principal officer has the legal and/or managerial responsibility of that organisation.

**22. Rates of Pay**

22.1 Employees shall be paid in accordance with Table 1.

22.2 The rates of pay in this Agreement will be increased in accordance with movements in the rates of pay in the Award so as to maintain the relativity between the rates in Table 1

**23 Salary Packaging**

23.1 Where agreed between the employer and a full-time or part-time employee, an employer may offer salary packaging in respect of salary. Neither the employer nor the employee may be compelled to enter into a salary packaging agreement.

23.2 Salary packaging shall mean that an employee will have part of their salary packaged into a fringe benefit which does not constitute a direct payment to the employee but is payable to a bona fide third party.

- 23.3 The terms and conditions of such a package shall not, when viewed objectively, be less favourable than the entitlements otherwise available under the award and shall be subject to the following provisions:
- (a) the employer shall ensure that the structure of any agreed remuneration package complies with taxation and other relevant legislation;
  - (b) where there is an agreement to salary package, the agreement shall be in writing and made available to the employee;
  - (c) the employee shall have access to details of the payments and transactions made on their behalf. Where such details are maintained electronically, the employee shall be provided with a printout of the relevant information;
  - (d) the employer has the right to vary or withdraw from a salary packaging agreement and/or withdraw from offering salary packaging in the event of amendments to legislation that are detrimental to, or increase the costs of, salary packaging arrangements;
  - (e) in the event that the employer withdraws from a salary packaging agreement, the individual employee's salary will revert to that specified in Table 1 - Rates of Pay;
  - (f) notwithstanding any of the above arrangements, the employer or employee may cancel any salary packaging agreements by the giving of one month's notice of cancellation to the other party;
  - (g) the calculation of entitlements concerning occupational superannuation and annual leave loading on annual leave pursuant to subclause 37.2 of clause 37, Annual Leave, will be based on the value of the employee's total salary as outlined in Table 1 - Rates of Pay;
  - (h) unless there is agreement between the employer and the employee to the contrary, all salary packaging arrangements shall cease during any period of leave without pay, including periods of unpaid sick leave.

## **24 Incremental Placement and Advancement**

### **Incremental Placement**

- 24.1 Each employer shall classify each of their employees in accordance with clause 19, Classifications, Exemptions and Exclusions.
- 24.2 An employee shall be appointed to the first year of the appropriate Grade, with the following exceptions:
- (b) A Community Services Worker Grade 2 with a relevant post-secondary qualification of two or more full-time equivalent years shall be appointed at least at Year 2 of the Grade;
  - (c) A Community Services Worker Grade 3 with a relevant degree or diploma of two or more years full-time equivalent shall be appointed at least Year 2 of the Grade;
  - (d) A Coordinator or person required to supervise ten or more employees other than Community Services Worker Grade 3 shall be appointed at least at Year 3 of Grade 3.

### **Incremental Advancement**

- 24.3 Full-time, Part-time, and Term employees shall move from level to level within a grade after each 12 months' continuous service.

## **25. Higher Duties**

- 25.1 An employee who is called upon by the employer to perform the duties of another employee in a higher classification for five consecutive working days shall be paid for the days on which those duties are performed at a rate not less than the minimum rate prescribed for the higher classification.

- 25.2 Where a public holiday falls within a period referred to in 25.1, the public holiday shall be considered as time worked in the higher classification.
- 25.3 An employee required to perform the work of another employee shall not suffer any reduction in their wage.
- 25.4 The payment paid in 25.1 shall be considered to be the employee's ordinary rate of pay for all purposes while ever the employee is in receipt of the higher duties payment.

## **26. Superannuation**

- 26.1 An employer shall contribute to a superannuation fund as specified in 26.4 on behalf of each eligible employee, such superannuation contributions as required to comply with the *Superannuation Guarantee (Administration) Act* 1992 as amended from time to time.
- 26.2 Employers to Participate in Fund:
- (a) An employer shall make application to the Fund as specified in 26.4 to become a participating employer in the Fund and shall become a participating employer upon acceptance by the Trustee of the Fund.
  - (b) An employer shall provide each employee who is not a member of the Fund with a membership application form upon commencement of employment.
  - (c) Each employee shall be required to complete the membership application and the employer shall forward the completed application to the Fund by the end of the calendar month of commencement of employment.
- 26.3 Additional Employee Superannuation Contributions:
- (a) An employee may make contributions to the Fund in addition to those made by the employer.
  - (b) An employee who wishes to make additional contributions must authorise the employer in writing to pay into the Fund, from the employee's wages, a specified amount in accordance with the Fund trust deed and rules.
  - (c) An employer who receives written authorisation from the employee, must commence making payments into the Fund on behalf of the employee within 14 days of receipt of the authorisation.
- 26.4 The "Fund" shall mean the Health Employees Superannuation Trust Australia or the Australian Superannuation Savings Employment Trust or any complying Fund nominated by the employee.

## **27. Payment of Wages**

- 27.1 The weekly rate of pay shall be the annual rate of pay divided by 52.14.
- 27.2 All wages shall be paid fortnightly in cash, by cheque or by bank transfer on a regular day and during working hours.
- 27.3 A pay sheet showing hours worked, gross salary, all deductions and the net amount payable shall be presented to the employee for signing with each payment, and a pay slip showing this information shall be issued.
- 27.4 Where payment is by cheque, such cheque shall be able to be cashed/banked on the day of payment, and within working hours.
- 27.5 In the case of electronic funds transfer, wages shall be transferred to the nominated account by midnight on the nominated payday.

- 27.6 Upon termination, wages and any other monetary entitlement due to an employee shall be paid on the date of termination.
- 27.7 An employer may deduct from amounts due to an employee only such amounts as authorised in writing by the employee and deductions of income tax required to be made to the Australian Taxation Office.

## **28 Time and Pay Records**

- 28.1 In accordance with the provisions of the *Industrial Relations Act 1996 (NSW)* every employer shall keep time and pay records relating to all employees. Such time and pay records will usually be kept at the place where business is carried out.
- 28.2 Such records shall be kept for a period of at least six years.

## **PART V - ALLOWANCES, AND AMENITIES**

### **29. Sleepover Allowance**

- 29.1 Sleepover means a continuous period of eight hours during which an employee is required to sleep at the workplace and be available to deal with any urgent situation which cannot be dealt with by another employee or be dealt with after the end of the sleepover period.
- 29.2 The employer shall take all reasonable steps to enable the employee to sleep on the premises including the provision of a bed with privacy. Access to a bathroom, toilet and a meal room shall be provided free of charge to the employee.
- 29.3 An employee shall only sleep over under the following conditions:
- (a) There is an agreement between the employee and the employer with at least a week's notice in advance, except in the case of an emergency; and
  - (b) a sleepover shall always consist of eight continuous hours.
- 29.4 The sleepover allowance is equivalent to three hours payment at the employee's ordinary rate of pay. Such payment is compensation for the sleepover and for all necessary work up to two hours duration during the sleepover period. Any necessary work in excess of two hours during the sleepover period shall be compensated at overtime rates in addition to the sleepover allowance
- 29.5 An employee on a sleepover shall not be required to work more than eight hours before, after, or both before and after a sleepover, unless provision has been made at a workplace to work longer hours for the purpose of providing more continuous leisure time within the roster and this arrangement has the genuine agreement of the employees affected.
- 29.6 Where such an arrangement as outlined in subclause 29.5 is entered into the employer must ensure that the arrangement does not adversely affect the health and safety of the employees involved.

### **30. First Aid Allowance**

- 30.1 An employee who holds a current first-aid certificate issued by the St. John Ambulance Association or Australian Red Cross Society or equivalent qualification and who is required by their employer to be available to perform first-aid duty at their workplace shall be paid an allowance in accordance with the rate applicable under the Award.

### **31. On Call Allowance**

- 31.1 Employees may be required from time to time to be on call in order to maintain out of hours services.

- 31.2 Employees required to be on call shall be paid an allowance in accordance with the rate applicable under the Award per 24 hour period or part thereof.
- 31.3 Where employees are required to attend the workplace when on call the provisions of Clause 15, Call Back, apply.

### **32. Motor Vehicle Expenses**

- 32.1 Where employees are required by their employer to use their motor vehicle in the course of their duty, they shall be paid a Motor Vehicle allowance in accordance with the rate applicable under the Award.
- 32.2 Motor vehicle allowance will be paid upon written request detailing kilometres travelled and purpose of the travel
- 32.3 An employee who travels by other means in the performance of their duties shall have any expenses incurred reimbursed upon production of receipts.
- 32.4 If an employee, without their own transport, is required to work after 8pm, a taxi fare from the centre to the employee's place of residence shall be reimbursed upon production of a receipt.
- 32.5 Employee's private vehicles are not to be used for transporting clients. The Centre has a taxi voucher system that shall be used in such circumstances.
- 32.6 Where an authorised trip of more than 100kms is undertaken the Centre will only reimburse petrol costs incurred after the first 100kms upon production of receipts.

### **33. Motor Vehicle Insurance**

- 33.1 An employee who is required to use their private vehicle in the course of their duties and is reimbursed in accordance with clause 32 of this agreement, must have full comprehensive insurance for the vehicle used. Proof of such insurance cover must be supplied to the employer.
- 33.2 In the event of an accident or damage occurring to a private vehicle in the course of their duties, and said accident or damage is not the result of negligence on the part of the employee, the employer shall cover the cost of any excess or damage, and make up the difference if any no claim bonus is lost to a maximum of \$400.
- 33.3 No employee shall be given approval to use a private vehicle that is not comprehensively insured for travel in the course of their duties. Should an employee choose to use such a vehicle they shall not be entitled to any allowance under clause 32 of this agreement.
- 33.4 The Centre will not accept any liability in the event of an accident or damage to a private vehicle where the use of such vehicle is unauthorised and/or such vehicle is not comprehensively insured.

### **34. Other Expenses**

- 34.1 An employee required to stay away from home overnight shall be reimbursed the cost of pre-approved board and lodging. A meal allowance will be paid to cover cost of meals. Meal Allowance Rates are shown in Table 2. Reasonable proof of expenses incurred is to be provided by the employee to the employer.
- 34.2 An employer shall reimburse all reasonable expenses, including the cost of telephone calls, necessarily incurred by an employee in carrying out their duties subject to reasonable proof of the expenses being incurred being supplied to the employer.
- 34.3 This Clause does not apply to employees who are engaged on sleepover at the employer's premises.

### **35. Amenities**

- 35.1 The employer shall provide reasonable toilet and washing facilities for the use of employees in each workplace.
- 35.2 The employer shall supply and maintain reasonable heating and cooling appliances for the safe and healthy functioning of the workplace.
- 35.3 The employer shall provide reasonable facilities for the taking of meals, including a table and chairs, boiling water, a refrigerator, a suitable place for the storing of utensils and supplies and a sink and running water.
- 35.4 The employer shall provide for employees a rest area well furnished.
- 35.5 The employer shall maintain all amenities in a safe and hygienic manner and to a reasonable standard.

## **PART VI - LEAVE**

### **36. Sick Leave**

- 36.1 In the event of an employee becoming sick and unfit for duty and certified as such by a medical practitioner, or the Co-ordinator is otherwise satisfied as to the reason for taking sick leave, they shall be entitled to 105 hours leave on full pay for each year of service.
  - (a) For the purpose of this clause, illness shall include stress and mental ill health.
- 36.2 Part time employees shall be entitled to a pro rata amount of leave based upon the hours worked.
- 36.3 The employer may dispense with the requirement of a medical certificate where the absence does not exceed three consecutive days.
- 36.4 Illness occurring during annual leave that exceeds two days and where a medical certificate is produced or the Co-ordinator is otherwise satisfied shall be regarded as sick leave and an equivalent number of days added to the annual leave.
- 36.5 In the event of an illness that extends beyond an employee's entitlement to paid sick leave an employee shall be able , upon application, to take up to six months unpaid sick leave at any one time.
- 36.6 A request for additional unpaid sick leave will be considered by the Management Committee in relation to Centre resources and the length of time requested.
- 36.7 Unpaid sick leave shall not break continuity of service but shall not be counted in calculating length of service
- 36.8 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.
- 36.9 There shall be no payment of portions of sick leave not taken on retirement or termination.

### **37. Annual Leave**

- 37.1 Full time and part-time employees shall be entitled to annual leave after each twelve months of continuous service.
- 37.2 Such annual leave shall be:
  - (a) if the employee is regularly rostered for duty over seven days of the week, five weeks with pay after each twelve months of continuous service.



- (b) for all other full-time and part time employees, four weeks with pay after each twelve months of continuous service.
- 37.3 Fixed term employees engaged for more than 12 months are entitled to annual leave in accordance with 36.2. Fixed term employees engaged for less than 12 months are entitled to be paid annual leave on a pro rata basis at the end of their term of employment.
- 37.4 By mutual agreement between the employer and employee annual leave entitlements may be paid prior to taking such leave or in regular instalments on normal paydays during the period of such leave.
- 37.5 All other provisions of the *Annual Holidays Act 1944* shall apply.

### **38. Annual Leave Loading**

- 38.1 In this clause the *Annual Holidays Act 1944* is referred to as "the Act".
- 38.2 When taking annual leave an employee shall be paid a loading of 17.5% of their normal weekly pay.
- 38.3 Before an employee, who is a shift worker, takes their annual leave they shall be paid the following in addition to their normal weekly pay (exclusive of shift penalties) for the period of annual leave taken:
  - Either:
  - (a) A loading of 17.5% of their normal weekly pay (exclusive of shift penalties); or
  - (b) The shift penalties pursuant to Clause 14, that the employee would have received for the period of leave taken had the employee not been on leave, whichever is the greater amount.
- 38.4 The loading is payable in addition to the pay for the period of leave given and taken and due to the employee under the Act and this Award.
- 38.5 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 been entitled under the Act to annual leave then the loading calculated in accordance with 38.2 becomes payable for such leave taken wholly or partly in advance.
- 38.6 Where the employment of an employee is terminated for a cause other than misconduct and at the time of termination the employee has not been given and has not taken the whole of any annual leave to which they are entitled they shall be paid a loading calculated in accordance with 38.2 for such leave.
- 38.7 No loading is payable on the termination of an employee's employment except as provided for in 38.6.

### **39. Christmas Closure**

- 39.1 The centre shall close for Two (2) weeks at Christmas. This period to include the stipulated public holidays of Christmas Day, Boxing Day and New Years Day.
- 39.2 Full-time and part-time employees shall receive their normal pay for this period.
- 39.3 The paid leave does not detract from annual leave or other leave entitlements.

### **40. Long Service Leave**

The *Long Service Leave Act 1955* applies, with the following exceptions:

- 40.1 Employees are entitled to paid Long Service Leave after five years of service on a pro rata basis of thirteen weeks leave for fifteen years service.
- 40.2 Employees leaving the service with five years service will be paid out pro-rata Long Service Leave. This does not apply to employees who are terminated for gross misconduct

LWHC is a signatory to the NSW Women's Health Centres Portability of Long Service Leave Entitlements Scheme. Long Service Leave is cumulative between signatories to the scheme.

#### **41. Calculation of Continuous Service**

- 41.1 Continuous service will be calculated from the first day of employment where the employment is for consecutive periods with breaks of less than two months
- 41.2 Service is considered to be continuous regardless of
- a) absence from work on paid leave, which is counted as time worked
  - b) Unpaid approved absences. Unpaid absences do not count as time worked, except where such absences are less than four weeks duration.

#### **42. Public Holidays**

- 42.1 The following shall be taken as public holidays: New Year's Day, Australia Day, Good Friday, Easter Saturday, Easter Monday, Anzac Day, Queen's Birthday, Labour Day, Christmas Day, Boxing Day, August bank Holiday or any holiday duly proclaimed and observed as a public holiday within the area in which the service is situated.
- 42.2 Gazetted public holidays shall be allowed to full time, part time and fixed term employees on full pay on those days on which they are normally required to work.
- 42.3 Where an employee who is not a shift worker is required to and does work on a public holiday, the employee shall:
- (a) choose to be paid and in such case the employee would receive their ordinary pay for the day plus payment for actual time worked at single time; or
  - (b) choose to take the equivalent time off and in such case the employee would receive their ordinary pay for the day and the equivalent time off for the actual time worked; or
  - (c) subject to mutual agreement between the employee and the employer, aggregate the equivalent time off with annual leave entitlements.
- 42.4 Where an employee who is a shift worker and is required to and does work an ordinary rostered shift on a public holiday, the employee shall be paid double time and a half for such shift.
- 42.5 Where an employee, who is a shift worker whose shift includes a gazetted public holiday, who is then not required by the employer to work that gazetted public holiday, shall have a day added to their annual holidays, or be paid a days pay additional to their weekly wage.
- 42.6 In addition One (1) day of cultural/religious significance (e.g. National Aboriginal Day) to the employee may be deemed a public holiday by mutual agreement between the employer and employee. This is to be negotiated with the Coordinator in the first three (3) months of employment. Any additional cultural/religious days requested by the employee must be traded off against the centre's nominated public holidays listed under Clause 42.1.
- 42.7 For those workers employed for 28 hours or more per week, when a public holiday falls on their regular weekly day off or during annual leave, another day can be taken off at a time mutually agreed upon by the employee and the Centre Coordinator.
- 42.8 Part –Time employees regardless of their normal days of work will not be disadvantaged by where specified public holidays fall. Where specified public holidays fall on an employee's usual day of work they are entitled to their usual rate of pay for that day. Where specified public holidays fall on a weekday that is not a usual day of work for that employee they are entitled to accrue overtime on a pro-rata hour for hour basis. This will be recorded as a time –in-lieu accrual and the provisions of Clause 14 apply.

### 43. Personal/Carer's Leave

#### 43.1 Use of Sick Leave:

- (a) An employee with responsibilities in relation to a class of person set out in (c) (ii) who needs their care and support shall be entitled to use, in accordance with this subclause, any sick leave entitlement for absences to provide care and support for such persons when they are ill or who require care due to an unexpected emergency. Such leave may be taken for part of a single day.
- (b) The employee shall, if required, establish by production of a medical certificate or statutory declaration, the illness of the person concerned.
- (c) The entitlement to use sick leave in accordance with this subclause is subject to:
  - (i) the employee being responsible for the care or support 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 purpose 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.
    - (f) a close friend of the employee.
- (d) 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 their relationship to the employee, the reasons for taking such leave and the estimated length of absence.

#### 43.2 Unpaid leave for family purpose:

- (a) An employee may elect, with the consent of the employer, to take unpaid leave for the purpose of providing care and support to a class of person set out in 41.1 (c) (ii) above who is ill.

#### 43.3 Annual leave:

- (a) To give effect to this clause, but subject to the *Annual Holidays Act 1944*, an employee may elect, with the consent of the employer, to take annual leave not exceeding ten days in single day periods in any calendar year at a time or times agreed by the parties.
- (b) Access to annual leave, as prescribed in 43.3 (a) above, shall be exclusive of any shutdown period provided for elsewhere under this Award.
- (c) An employee and employer may agree to defer payment of the annual leave loading in respect of single days absences, until at least five consecutive annual leave days are taken.

43.4 Time Off in lieu of payment for overtime:

- (a) An employee may elect, with the consent of the employer, to take time off in lieu of payment for overtime at a time or times agreed with the employer.
- (b) Overtime taken as time off during ordinary hours shall be taken at the ordinary time rate, that is an hour for each hour worked.
- (c) An employer shall, if requested by an employee, provide payment, at the rate provided for the payment of overtime in the Award, for any overtime worked under subclause (a) above where such time has not been taken within four weeks of accrual. Notwithstanding anything contained elsewhere in this subclause, on notice from the employer, an employee must elect within six months of accrual, whether to take overtime worked under (a) above as an overtime payment or as time off work at the ordinary time rate of pay.

43.5 Make-up time:

An employee may elect, with the consent of their 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 the award, at the ordinary rate of pay.

#### **44. Bereavement Leave**

- 44.1 An employee, other than a casual employee, shall be entitled to up to five days Bereavement Leave without deduction of pay on each occasion of the death of a person prescribed in 44.3 below. Bereavement leave is not available to casual employees.
- 44.2 The employee must notify the employer as soon as practicable of the intention to take Bereavement Leave and will, if required by the employer, provide proof of death.
- 44.3 Bereavement Leave shall be available to the employee in respect of the death of a person in relation to whom the employee could have utilised Clause 43.1 Personal/Carer's Leave, provided that for the purpose of Bereavement Leave, the employee need not have been responsible for the care of the person concerned.
- 44.4 An employee shall not be entitled to Bereavement Leave under this clause during any period in respect of which the employee has been granted other leave.
- 44.5 Bereavement Leave may be taken in conjunction with other leave available under 43.2, 43.3, 43.4 and 43.5. Where such other available leave is to be taken in conjunction with Bereavement Leave, consideration will be given to the circumstances of the employee and the reasonable operational requirements of the employer.

#### **45. Special Leave**

- 45.1 An employee who is legitimately required by the employee's Aboriginal or Torres Strait Islander tradition to be absent from work for ceremonial purposes shall be entitled to up to five (5) working days unpaid leave in any one year.
- 45.2 An employee who is legitimately required by their religious and/or cultural beliefs and convictions to be absent from work for observance of special religious and/or cultural ceremonies shall be entitled to up to five (5) working days unpaid in any one year.
- 45.3 Approval of such leave will be subject to the employer's convenience and will not unreasonably affect the operation of the organisation, but will not be unreasonably withheld.

#### **46. Parental Leave**

Provisions of the *Industrial Relations Act 1996* (NSW) apply, with the following exceptions:

- 46.1 Parental leave can be:
- (a) Maternity leave, in connection with a pregnancy or birth of the employee's child; or
  - (b) Adoption leave, in connection with the adoption of a child under five years of age who has not previously lived continuously with the employee for a period of six months or who is not a child or step-child of the employee or her partner.
- 46.2 Employees who qualify for parental leave shall be entitled to 14 weeks of this leave paid at their normal rate of pay, provided that the employee can satisfy the employer of her intention to resume employment with the Centre for a minimum period of Twelve (12) weeks on the expiration of such leave.
- 46.3 Subject to the provision of this Clause, full-time and part-time employees who become pregnant or adopt a child under five years of age shall be entitled to parental leave provided that the employee has had at least Twelve (12) months continuous service with the centre immediately preceding
- 46.4
- (i) the date upon which the employee commences leave, in the case of pregnancy; or
  - (ii) the anticipated date of birth or placement of the child, in the case of adoption
- 46.4 The notices and documents to be given to the employer for the purposes of taking maternity leave are as follows:
- (a) The employee must give at least Ten (10) weeks' written notice of her intention to take leave.
  - (b) The employee must, at least Four (4) weeks before proceeding on leave, give written notice of the dates on which she proposes to start and end the period of leave.
  - (c) The employee must, prior to the start of leave, provide a certificate from a medical practitioner confirming that she is pregnant and the expected date of birth.
  - (d) The employee confirms her intention of returning to work by notice in writing not less than Four (4) weeks prior to the expiration of her maternity leave. This notice should also state any request to vary her hours from those worked prior to being on maternity leave.
- 46.5 Maternity leave for a pregnant employee may commence in the period from Twenty (20) weeks pregnant up to the date of birth, provided that conditions above are satisfied.
- 46.6 The notices and documents to be given to the employer for the purposes of taking adoption leave are as follows:
- (a) The employee should give written notice of any approval or other decision to adopt a child at least Ten (10) weeks before the expected date of placement.
  - (b) The employee must give written notice of the dates on which the employee proposes to start and end the period of leave, as soon as practicable after the employee is notified of the expected date of placement of the child but at least Fourteen (14) days before proceeding on leave.
  - (c) The employee must, before the start of leave, provide a statement from an adoption agency or another appropriate body of the expected date of placement of the child with the employee for adoption purposes.
  - (d) The employee confirms her intention of returning to work by notice in writing not less than Four (4) weeks prior to the expiration of her adoption leave. This notice should also state any request to vary her hours from those worked prior to being on parental leave.
- 46.7 An employee does not fail to comply with Clause 46.4 or Clause 46.6 (whichever applies) if failure was caused by:
- (a) the child being born (or the pregnancy otherwise terminating) before the expected date of birth; or
  - (b) the child being placed for adoption before the expected date of placement; or
  - (c) if it was not otherwise reasonably practicable to comply in the given circumstances.
- 46.8 Where because of illness or risk associated with her pregnancy, an employee cannot carry out duties of

her position, the employer shall provide, as far as practicable, employment in some other position that she is able to satisfactorily perform. A position to which an employee is transferred under these circumstances must be as close as possible in status and salary to her substantive position.

- 46.9 In accordance with the obligations set out in S.153N of the Industrial Relations Act, an employee returning from maternity/adoption leave has the right to resume her former position.
- 46.10 Employees may request to return to work for less than the regular hours previously worked prior to taking parental leave by taking weekly leave without pay. Such return to work is to be according to the following principles:
- (a) The period requested may be up until the child is school age after which full duties must resume.
  - (b) The amount of leave without pay to be granted to individual employees is to be at the discretion of the Management Committee.
  - (c) Salary and other conditions of employment are to be adjusted on a pro-rata basis to the employee's regular hours of work prior to parental leave.

Note: As stated in Clauses 46.4 (d) and 46.6 (d), a written request to vary work hours after the expiration of parental leave should be submitted not less than Four (4) weeks prior to resuming work.

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

#### 46.11 Communication during parental leave

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

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

46.11.2 The employee shall take reasonable steps to inform the employer about any significant matter that will affect the employee's decision regarding the duration of parental leave to be taken, whether the employee intends to return to work and whether the employee intends to request to return to work on a part-time basis.

46.11.3 The employee shall also notify the employer of changes of address or other contact details which might affect the employer's capacity to comply with paragraph (a)

46.12 An employee may, in lieu of or in conjunction with parental leave, take any annual leave, sick leave or long service leave or any part thereof to which she is entitled (any intention to do so should be

- incorporated into the requirements of Clauses 46.4 or 46.6 as applicable.
- Paid authorised absence under this contract (excluding annual, sick or long service leave already accrued) shall not be available to an employee during her absence on parental leave.
- Absence on unpaid leave shall not break continuity of service of an employee but shall not be taken into account in calculating the period of service for any other purpose.

- 46.13 Employees who adopt a child of five years or over and consider they have grounds for eligibility for leave under this clause can apply in writing to the Management Committee.

#### **47 – Co Parenting Leave**

- 47.1 Any full-time or part-time employee not entitled to leave under Clause 46 but who has undertaken shared responsibility for the care and maintenance of a child born or to be born is entitled to Four (4) weeks paid leave from the date of birth or adoption of the child, providing relevant sections of Clause 46 apply. In the case of adoption the child must be under five years of age.
- 47.2 By negotiation with the Management Committee, any such employee (as defined under Clause 47.1) may be granted up to Twelve (12) months unpaid leave within the first year of the birth or adoption of the child to undertake the role of the child's primary care giver.
- 47.3 Employees who have undertaken responsibility for the care of a child and are not covered by Clauses 47.1 or 47.2 but consider they have grounds for eligibility for leave under this clause should apply in writing to the Management Committee.

#### **48 – Child Care**

- 48.1 Any employee shall be entitled to request to bring her child to work until the child is Six (6) months old if maternity leave is terminated prior to that date. This must be negotiated with the staff and Centre Coordinator. Such an agreement may be reviewed at any time.
- 48.2 Any employee responsible for the care of a child over the age of Six (6) months may, in special circumstances, bring the child to work provided that:
- (a) if the special circumstances are likely to continue for more than One (1) day, the agreement of all employees shall be obtained and,
  - (b) if the special circumstances are likely to continue for more than One (1) week, the agreement of all employees and the approval of the Management Committee shall be obtained.

#### **49 - Educational leave**

- 49.1 Study Leave: All full and part-time employees are entitled to Three (3) hours (pro-rata) paid leave per week to attend continuing education relevant to their position of employment and approved by the Management Committee. Such leave may be accumulated throughout the year and taken prior to examinations provided that no more than one week's leave is taken at any one time.
- 49.2 Examination Leave: Employees are entitled to paid leave to attend examinations in courses approved by the Management Committee. Such paid leave shall not include time taken travelling to and from the place of the examination.
- 49.3 Trade Union Training Leave: An employee nominated by their union shall be entitled to Four (4) days paid leave per annum to attend Trade Union Training Courses. An employee shall give Two (2) weeks notice of attendance at such courses.

#### **50. Leave Without Pay**

- 50.1 Full and part-time employees may, by negotiation with the employer, be granted up to Twelve (12) months unpaid leave.

Criteria for consideration to include:

- (a) the employee's period of continuous employment;
- (b) the reason for requesting such leave;
- (c) the possibility of arranging adequate cover for the position being vacated;
- (d) whether any other employees are on/or applying for unpaid leave for the same or an overlapping period of time;
- (e) the employee's prior history of unpaid leave with the centre.

- 50.2 Any employee applying for unpaid leave under this Clause should give, as far as possible, Three (3) months notice in writing to the Management Committee detailing the length of leave requested, the commencement date and the reason for the leave.
- 50.3 Unpaid leave does not break continuity of service but does not become part of accrued time in respect of annual, sick, maternity or long service leave.
- 50.4 In the case of domestic or other pressing necessity, unpaid leave of up to One (1) week in each Twelve (12) months of service can be approved by the Coordinator.

### **51. Jury Service**

- 51.1 A full-time, part-time or fixed term employee required to attend for jury service during their ordinary working hours shall be reimbursed by the employer 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.
- 51.2 An employee shall notify their employer as soon as possible of the date upon which they are required to attend for jury service. Further the employee shall give their employer documentary proof of their attendance, the duration of such attendance and the amount received in respect of such jury service.

## **PART VII - GRIEVANCE AND DISPUTE SETTLING PROCEDURE, TERMINATION, ORGANISATIONAL CHANGE AND REDUNDANCY**

### **52. Grievance and Dispute Settling Procedure**

#### **52.1 Grievance Procedure**

- 52.1.1 Any dispute or grievance by an employee arising out of the interpretation of this contract or any other working conditions shall be dealt with in the following manner :
- 52.1.2 The employee shall notify the Chairperson or the Coordinator (if appropriate) or the Management Committee Grievance/ Complaints Officer of the need for a grievance meeting. Alternatively should this step present a difficulty for the employee or by the nature of the grievance be inappropriate, the employee may notify a duly authorised State representative of the Australian Services Union who if she/he considers that there is some substance in the dispute or claim may forthwith take the matter up with the employer and a meeting shall be arranged.
- 52.1.3 The Industrial sub-committee of the Management Committee with no less than Three (3) persons will adjudicate on the grievance and report back its recommendations and/or the outcome of the meeting to the full Management Committee. The sub-committee may comprise 3 Management Committee members or 2 Management Committee members and the Coordinator where the Coordinator is not a party to the grievance.
- 52.1.4 The grievance meeting shall take place within Seven (7) working days of notification to the employer of a dispute or grievance.
- 52.1.5 The employee who requested the meeting shall document the grounds for her grievance and upon being notified of the date set down for the meeting shall immediately circulate that document to all members of the grievance committee and to any other employee/s who is a party to the grievance. The employee may seek assistance from the Management Committee Grievance/ Complaints Officer to document the grievance.
- 52.1.6 Any party to a grievance procedure shall be entitled to have a union representative or other appropriate support person present at the grievance meeting.
- 52.1.7 The grievance committee shall evaluate the information presented and make a decision to:



- (i) dismiss the complaint;
- (ii) propose further resolution meetings which could involve an external, independent mediator;
- (iii) uphold the complaint;
- or
- (iv) consider disciplinary action under clause 52.2 Disciplinary Procedure

52.1.8 The number of people involved in the grievance procedure shall be kept to a minimum and confidentiality must be maintained. A record of the outcome of any meetings is to be kept in a confidential file. An appeal against the decision of the grievance committee may be made to the full Management Committee.

Whilst the above grievance procedure is being followed, work shall continue normally where it is agreed there is an existing practice, but in other cases work shall continue on the instruction of the employer. No party shall be prejudiced as to the final settlement by the continuation of work in accordance with this Clause.

In the event of failure to resolve the grievance or dispute amicably between the parties, either party may refer the matter to the NSW Industrial Relations Commission.

## 52.2 Disciplinary Procedure

Grounds for disciplinary action include poor work performance, breach of Centre's code of ethics or expression of attitudes and behaviours that are inconsistent with the Centre's philosophies and principles of practice.

52.2.1 The employer shall inform an employee in writing of any complaint/s concerning the employee's work performance or conduct that could lead to disciplinary action. The notice will give the employee sufficient detail of the complaint/s to enable the employee to know to what the employer is referring so that she can reply to them in full.

52.2.2 The Industrial sub-committee of the Management Committee with no less than Three (3) members shall discuss the complaint. The sub-committee may comprise 3 Management Committee members or 2 Management Committee members and the Coordinator where the Coordinator is not a party to the disciplinary procedure.

52.2.3 The sub-committee shall provide the employee with Fourteen (14) days written notice of a meeting to discuss the complaint/s. The notice must advise the employee that she may request a duly authorised representative of the Australian Services Union to attend the meeting to act on her behalf. The Centre Coordinator may also attend this meeting.

52.2.4 At the meeting the employee will have a chance to discuss the complaint/s against her following which the sub-committee shall have an opportunity to meet in private to resolve whether to take disciplinary action.

52.2.5 If no disciplinary action is taken following this meeting, the Management Committee, the employee and her union representative shall be informed accordingly in writing.

52.2.6 If the sub-committee resolves to take disciplinary action, it shall be put in writing and shall specify the reasons for the action, the changes expected of the employee and/or the employer and the process for monitoring future work performance and conduct. The employee and her union representative, if in attendance, will be consulted as to the nature of the improvements required. This notification will be given to the employee and a copy attached to her employment file.

52.2.7 The employee will have the right to appeal to the full Management Committee.

52.2.8 If during the Twelve (12) months following a written warning being given, no further complaint is made of the employee's performance or conduct, no further action shall be taken and all records of the disciplinary procedures will be destroyed.

52.2.9 If during the Twelve (12) months following a written warning being given a further complaint is made of the employee's performance or conduct, the Management Committee shall repeat the process set out in Clause 52.2.1 to 52.2.7.

52.2.10 If the sub-committee resolves to take further disciplinary action, it must decide whether to:

- (a) give a further written warning as described in Clause 52.2.6;
- (b) issue a notice of suspension under Clause 52.3
- (c) issue a notice of termination under clause 53

### 52.3 Suspension

52.3.1 In the event of a serious breach of conduct or duty, the Industrial sub-committee of the Management Committee shall have the power to suspend any employee, on full pay, from attendance at any premises or activity conducted by the Liverpool Women's Health Centre for up to Twenty One (21) days.

52.3.2 Upon the imposition of such a suspension /s the Industrial Sub-committee must supply within Forty Eight (48) hours written reasons for the suspension to the employee/s concerned.

52.3.3 Within Twenty One (21) days of the imposition of suspension, the Industrial sub-committee must convene a full Management Committee meeting for the purpose of discussing the reasons for the suspension and either confirming or lifting the suspension. The employee/s concerned shall be given at least Fourteen (14) days written notice of the venue and time of such meeting.

52.3.4 Any suspended employee shall have the right to provide a written statement for distribution to the members of the Management Committee prior to the meeting and shall have the right to attend and speak at the meeting and to have a duly authorised representative from the A.S.U. present to speak on her behalf.

52.3.5 Should the suspension be confirmed, the committee must, within Fourteen (14) days, proceed to the provisions of Clause 54.6.

## **53. Termination of Employment**

53.1 Termination of employment by the employer shall not be unfair (that is, harsh, unjust or unreasonable) in accordance with the NSW Industrial Relations Act, 1996.

53.2 For the purpose of this Clause, termination of employment shall include termination with or without notice.

53.3 Without limiting the foregoing, except where a distinction, exclusion or preference is based on the inherent requirements of a particular position, termination based on the ground of race, colour, sex, marital status, family responsibilities, pregnancy, religion, political opinion, nationality and social origin shall constitute an unfair, unjust or unreasonable termination of employment.

53.4 An employee shall not be dismissed unless the procedure/s as set down in clause 52.2 Disciplinary Procedure and/ or clause 52.3 Suspension of this agreement has first been followed, except in cases which warrant instant dismissal.

53.5 A conflict between the employer and the employee shall not constitute adequate reason for dismissal if it is shown that the employee has been acting in a bona fide manner on behalf of a client. (in accordance with guidelines of the funding body ) or when confidential material of the client/ worker relationship is demanded by the employer against the wishes of the client.

53.6 If the provisions of Clause 53.4 have been followed, the services of an employee may be terminated at a meeting of the Management Committee under the following conditions:

- (a) A notice must be sent to all members at least Fourteen (14) days prior to any meeting at which it is proposed to move a resolution relating to termination of service of an employee, stating the proposed resolution;
- (b) Such notice shall state the time date and venue of the meeting;
- (c) Notice and full details of the reasons for the motion to terminate her services must be given to the employee concerned at least Fourteen (14) days before the date set for the meeting at which the motion is to be resolved. The said employee upon receiving such notice may make written representations to the employing body and a copy shall be circulated to all members of the Management Committee prior to the meeting;
- (e) The employee concerned in any motion to terminate her services shall be entitled to attend the meeting at which such motion is to be resolved and to speak on her own behalf. The employee shall also be entitled to have a duly authorised representative from the A.S.U. present at that meeting to speak on her behalf;
- (f) If the resolution of such a meeting of the Management Committee is to terminate the services of any employee that employee must be given notice in writing of her dismissal of at least Twenty One (21) days if her continuous period of employment is not more than Five (5) years and of at least Twenty Eight (28) days if her continuous period of employment is more than Five (5) years. Employees over 45 years of age with at least Two (2) years continuous service with the employer receive an additional week of notice. The Management Committee may determine that Twenty One (21) days of notice may be served on suspension;
- (g) Where the services of any employee are terminated without due notice the employee shall be paid her salary for the required period of notice in lieu thereof;
- (h) The period of notice of payment thereof, shall not apply in the case of conduct which justifies instant dismissal.

53.7 Where an employer has given notice of termination to an employee, an employee shall be allowed up to One (1) day's leave (pro rata) without loss of pay for the purpose of seeking other employment. The time-off shall be taken at times that are convenient to the employee after consultation with the Centre Coordinator.

#### 53.8 Summary Dismissal

53.8.1 Notwithstanding the provisions of this Clause, the employer shall have the right to summarily dismiss any employee without notice for misconduct which justifies instant dismissal. In such cases the wages shall be paid up to the time of dismissal only.

53.8.2 Summary or instant dismissal effectively means dismissal "on the spot" and without the period of notice specified in the award or provided for under any applicable legislation.

53.8.3 The following **may** be construed as serious misconduct:

- wilful, or deliberate, behaviour by an employee that is inconsistent with the continuation of the contract of employment; or
- conduct that causes imminent and serious risk to the health or safety of a person or the reputation, viability or profitability of the employer's business.

53.8.4 Conduct that is deemed to be serious misconduct occurs when the employee, during the course of employment, engages in one or more of the following:

- theft
- fraud
- assault
- intoxication at work

- refusing to carry out a lawful and reasonable instruction.

53.8.5 Effectively, the Act is stating that an employee's actions must be such that the employee has fundamentally breached an implied or express term of their contract of service with their employer.

53.8.6 While the above statement outlines the legal situation, in practice each case will need to be examined in its own right.

53.9 Nothing in Clauses 52 and 53 of this agreement shall abrogate(repeal) the rights of any employee under the *NSW Industrial Relations Act 1996*.

#### **54. Organisational Change and Redundancy**

54.1 Application:

- (a) This clause shall apply in respect of full time and part time persons employed under this Award.
- (b) This clause shall not apply to employees with less than one year's continuous service. However, the employer shall give such employees an indication of the impending redundancy at the first reasonable opportunity.
- (c) This clause shall not apply where employment is terminated as a consequence of conduct that justifies instant dismissal, in the case of casual employees, or fixed term employees.

54.2 Introduction of Change:

- (a) Where an employer has made a definite decision to introduce changes in production, program, organisation, structure or technology that are likely to have significant effects on employees, the employer shall notify the employees who may be affected by the proposed changes and the Union.
- (b) "Significant effects" include termination of employment, major changes in the composition, operation or size of the employer's workforce or in the skills required, the elimination or diminution of job opportunities, promotion opportunities or job tenure, the alteration of hours of work, the need for retraining or transfer of employees to other work or locations and the restructuring of jobs.

54.3 Employer's duty to discuss change:

- (a) The employer shall discuss with the employees affected and the Union, the introduction of the changes referred to in 54.2(a), the effects the changes are likely to have on employees and measures to avert or mitigate the adverse effects of such changes on employees, and shall give prompt consideration to matters raised by the employees and/or the Union in relation to the changes.
- (b) The discussion shall commence as early as practicable after a definite decision has been made by the employer to make the changes referred to in 54.2(a).
- (c) For the purpose of such discussion, the employer shall provide to the employees concerned and the Union, all relevant information about the changes including the nature of the changes proposed, the expected effects of the changes on employees and any other matters likely to affect employees provided that any employer shall not be required to disclose confidential information the disclosure of which would adversely affect the employer.

54.4 Discussions before termination:

- (a) Where an employer has made a definite decision that they no longer wish the job the employee has been doing to be done by anyone, pursuant to 54.2(a), and that decision may lead to the

termination of employment, the employer shall hold discussions with the employees directly affected and with the Union.

- (b) The discussions shall take place as soon as is practicable after the employer has made a definite decision which will invoke the provision of 54.4(a) and shall cover any reasons for the proposed termination, measures to avoid or minimise the terminations and measures to mitigate any adverse effects of any termination on the employees concerned.
- (c) For the purpose of the discussion the employer shall, as soon as practicable, provide to the employees concerned and the Union all relevant information about the proposed terminations, including the reasons for the proposed terminations, the number and categories of employees likely to be affected, and the number of employees normally employed and the period over which the terminations are likely to be carried out. Provided that any employer shall not be required to disclose confidential information the disclosure of which would adversely affect the employer.

54.5 Notice for changes in production, program, organisation or structure:

This subclause sets out the provisions to be applied to terminations by the employer for reasons arising from "production", "program", "organisation" or "structure" in accordance with 54.2(a).

54.5.1 In order to terminate the employment of an employee the employer shall give 5 weeks notice:

54.5.2 Payment in lieu of the notice above shall be made if the appropriate notice of period is not given. Employment may be terminated by part of the period of notice specified and part payment in lieu thereof.

54.6 Time off during the notice period:

- (a) During the period of notice of termination, an employee shall be allowed up to one day's time off without loss of pay during each week of notice.
- (b) If the employee has been allowed paid leave for more than one day during the notice period for the purpose of seeking other employment, the employee shall, at the request of the employer, be required to produce proof of attendance at an interview or the employee shall not receive payment for the time absent.

54.7 Employee leaving during the notice period:

If the employment of an employee is terminated (other than for misconduct) before the notice period expires, the employee shall be entitled to the same benefits and payments under this clause as those to which the employee would have been entitled had the employee remained with the employer until the expiry of such notice. Provided that in such circumstances the employee shall not be entitled to payment in lieu of notice.

54.8 Statement of employment:

The employer shall, upon receipt of a request from an employee whose employment has been terminated, provide to the employee a written statement specifying the period of the employee's employment and the classification of or the type of work performed by the employee.

54.9 Notice to Centrelink:

Where a decision has been made to terminate the employment of employees, the employer shall notify Centrelink thereof as soon as possible giving relevant information including the number and categories of the employees likely to be affected and the period over which the terminations are intended to be carried out.

54.10 Employment Separation Certificate:

The employer shall, upon receipt of a request from an employee whose employment has been terminated, provide to the employee an "Employment Separation Certificate" in the form required by Centrelink.

54.11 Severance Pay:

Where an employee is to be terminated under this clause, the employee shall receive the following severance pay in respect of a continuous period of service:

- (a) If an employee is under 45 years of age, the employer shall pay in accordance with the following scale:

Years of Service	Under 45 Years of Age Entitlement
Less than 1 year	2 weeks
1 year and less than 2 years	4 weeks
2 years and less than 3 years	7 weeks
3 years and less than 4 years	10 weeks
4 years and less than 5 years	12 weeks
5 years and less than 6 years	14 weeks
6 years and over	16 weeks

- (b) Where an employee is 45 years or over, the entitlement shall be in accordance with the following scale:

Years of Service	45 Years of Age and over Entitlement
Less than 1 year	2 weeks
1 year and less than 2 years	5 weeks
2 years and less than 3 years	8.75 weeks
3 years and less than 4 years	12.5 weeks
4 years and less than 5 years	15 weeks
5 years and less than 6 years	17.5 weeks
6 years and over	20 weeks

- (c) "Weeks Pay" means the all purpose rate of pay for the employee concerned at the date of termination, and shall include, in addition to the ordinary rate of pay, over-Award payments, shift penalties and allowance, paid in accordance with the Award.

54.12 Advice of future vacancies

Where, within One (1) year from the date on which a particular employee is made redundant because of a cessation or reduction in grant funding, such funding is restored to the employer or the employer receives an increase in grant funding and wishes to engage a person to perform the same or similar work as that previously performed by the employee made redundant, the employer shall take all reasonable steps to notify that employee of the vacancy.

**PART VIII - MISCELLANEOUS PROVISIONS**

**55. Occupational Health and Safety**

55.1 The provisions of the *Occupational Health and Safety Act 2000 (NSW)* apply. In accordance with the Act the employer will take all reasonable action to ensure the health and safety of employees and will, in consultation with employees, adopt and implement appropriate health and safety policies and practices.

55.2 Sick leave entitlements may be accessed pending any Insurance Company assessment of a claim for workers compensation.

## **56. Protective Clothing and Safety Equipment**

- 56.1 Where the employee is required to wear protective clothing or a uniform, such protective clothing or uniform as is reasonably required shall be provided and, as necessary, repaired and replaced by the employer. Any issue of protective clothing or uniforms shall remain the property of the employer.
- 56.2 Where an employer provides safety equipment it shall be used by the employees.
- 56.3 Where an employer provides safety equipment the employer shall maintain such equipment to the required standard and where necessary replace such equipment.

## **57. Anti-Discrimination**

- 57.1 It is the intention of the parties bound by this Agreement to seek to achieve the object in Section 3(f) of the *Industrial Relations Act 1996*, to prevent and eliminate discrimination in the workplace on the grounds of race, sex, marital status, disability, homosexuality, transgender identity, age and responsibility as a carer.
- 57.2 Accordingly, in fulfilling their obligations under the dispute resolution procedure, the parties must take all reasonable steps to ensure that neither the Award provisions nor their operation are directly or indirectly discriminatory in their effects.
- 57.3 Under the *Anti-Discrimination Act 1997* it is unlawful to victimise an employee because the employee has made or may make or has been involved in a complaint of unlawful discrimination or harassment.
- 57.4 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 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.

## **58. Employee's Indemnity**

Employers shall be responsible in accordance with the *Employees' Liability Act 1991* to indemnify employees against liability for fault (as defined in that Act) arising out of the performance of work by the employee, when they are acting in accordance with the Centre's policies, procedures and code of ethics.

## **59. Posting of Agreement**

A copy of this Agreement shall be kept at each workplace, and made available to all employees.

## **60. Union Notices**

An accessible space for Union notices shall be provided by the employer.

## **61. Union Membership**

- 61.1 All employees shall be encouraged to be financial members of the A.S.U., except if they are obliged, for professional reasons, to be a member of another accredited industrial union.
- 61.2 Union members are entitled to elect one of their number as a union representative. All employees will be informed of the representative's name, and she will be given reasonable time within working hours to carry out the functions of a union representative including Trade Union Training Leave in accordance

with Clause 49.3.

62.3 If the employee chooses, the employer will deduct union fees from the employee's salary and forward the payment to the relevant union.

### 62. Union Meetings

Union members will be entitled to reasonable time off with pay within working hours to attend relevant Union meeting in the workplace.

### 63. General Savings

Nothing in this Agreement shall be construed to reduce the wages and/or conditions to which any employee may have been entitled prior to the making of this Agreement.

### 64. Signatories

Signed for and on behalf of **Liverpool Women's Health Centre Inc.**

.....Date; .....

Signed for and on behalf of **The Australian Services Union of NSW**

.....Date; .....

**Table 1 - Rates of Pay**

Community Services Worker Grade 2			
	Per Annum	Weekly	Hourly
Year 1	31,258	599.50	17.13
Year 2	32,604	625.32	17.87
Year 3	33,949	651.11	18.60
Year 4	35,398	678.90	19.40
Community Services Worker Grade 3			
	Per Annum	Weekly	Hourly
Year 1	36,653	702.97	20.08
Year 2	38,039	729.56	20.84
Year 3	39,425	756.14	21.60
Year 4	40,811	782.72	22.36
Year 5	42,304	811.35	23.18
Community Services Worker Grade 4			
	Per Annum	Weekly	Hourly
Year 1	43,475	833.81	23.82
Year 2	44,754	858.34	24.52
Year 3	46,034	882.89	25.23
Year 4	47,313	907.42	25.93
Community Services Worker Grade 5			
	Per Annum	Weekly	Hourly
Year 1	48,592	931.95	26.63
Year 2	50,724	972.84	27.80



Community Services Worker Grade 6			
Per Annum		Weekly	Hourly
Year 1	54,989	1,054.64	30.13
Year 2	58,187	1,115.98	31.89

**Table 2 - Allowances**

ITEM No.	CLAUSE NO.	BRIEF DESCRIPTION	AMOUNT
1	30.1	First Aid	\$7.99 per week \$1.60 per day
2	32	Motor Vehicle Allowance	53 cents per km.
3	33	Meal Allowance	\$60/day for 3 meals \$15/ breakfast \$15/ lunch \$30/dinner