

**REGISTER OF
ENTERPRISE AGREEMENTS**

ENTERPRISE AGREEMENT NO: EA97/187

TITLE: Headway Illawarra Incorporated Enterprise Agreement

I.R.C. NO: 97/5058

DATE APPROVED/COMMENCEMENT: 8 October 1997

TERM: 12 months

**NEW AGREEMENT OR
VARIATION: New**

GAZETTAL REFERENCE:

DATE TERMINATED:

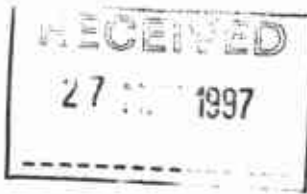
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COVERAGE/DESCRIPTION OF

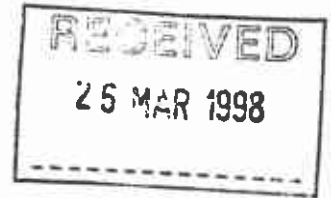
EMPLOYEES: To apply to Community Support Workers Levels 1 & 2, Administration Officer, Manager & Community Support Coordinator

PARTIES: Headway Illawarra Incorporated -&- Beryl Arntzen, Jean Barry, Vince Bates, Diane Booth, Anna Borg-Barnett, David Brady, Karen Carmody, Susan Del Biono, Jane Doran, Angela Fry, Jennifer Gall, Dawn Goldman, Mary Guest, Paul Hanes, Alex Henrksen, William Johnson, Peter Knox, Stacey Langman, Dianne Moore, Jo Amiria Naisbitt, Janice Pearson, Margaret Prakash, Thomas Risorto, Karen Simpson, Christine Stephens, Nyree Sumner, Lyn Buxton, Shane Barry .





FINAL



PART 1- TERMS OF THE AGREEMENT

This agreement shall be known as the Headway Illawarra Incorporated Enterprise Agreement ("The agreement").

1. PARTIES TO THE AGREEMENT

The agreement is an enterprise agreement made in pursuance of the NSW Industrial Relations Act, 1996, in accordance with the provisions of Section 29 -47 of the said Act, between Headway Illawarra Incorporated ("Headway Illawarra") of 4 Mercury Street, Gwynneville, NSW of the one part and the employees of Headway Illawarra, of the other part.



2. INTENTION

The agreement shall only apply to employees in the categories identified within and employed by Headway Illawarra.

3. DURESS

The agreement was not entered into under duress by any party to it.

4. INCIDENCE

The agreement shall be read and interpreted wholly in conjunction with the Social and Community Services ^{Employees} (State) Award and the Clerical & Administrative ^{Clerical & Administrative Employees} (State) Award, provided that to the extent of any inconsistency between the above Awards and this Agreement, the latter will prevail.

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5. PURPOSE OF THE AGREEMENT

The agreement aims to consolidate Headway Illawarra's philosophy of providing support and services to people with an acquired brain injury that are flexible, individual and based on consumer need. It is the intention of both Management and Staff that the agreement reflects positively the aims and objectives of both Headway Illawarra and Staff in the delivery of service to the target population.

In order to provide this type of service it is essential that staff be well trained, multi-skilled, motivated and flexible. It is also recognised that in order for Headway Illawarra to continue to provide services of the highest quality all staff must be in receipt of salary and conditions that :

- * recognise their professionalism,
- * reflect the level of responsibility required to produce positive outcomes, and
- * reflect the nature of the duties performed,

while Management maintains the highest possible standards of administration and accountability to its members through effective management of resources.

6. UNION MEMBERSHIP

Headway Illawarra shall, upon appointment, provide each employee with a copy of the agreement and the address of the Branch Office of the relevant Union.

Union membership is an individuals decision. Management will not influence an individuals's decision.

Where Headway Illawarra advertises a position covered by this agreement, the advertisement shall incorporate a statement to the effect that employment is subject to the terms and conditions contained in the agreement.

PART 11 - ENGAGEMENT OF EMPLOYEES



7. CONTRACT OF EMPLOYMENT

7.1. All employees, whether full-time, part-time, or fixed term shall be subject after initial engagement to a probationary period of eight weeks for part-time employees and six weeks for full-time employees, commencing from the date of the commencement of his or her employment.

7.2. Upon engagement Headway Illawarra shall provide each new employee with a written statement which will specify :

- (a) the usual duties associated with or required by the position;
- (b) the employee's regular hours of work;
- (c) the employee's position and classification pursuant to the Agreement;
- (d) the employee's salary at the commencement of employment.
- (e) the date of expiry of the probationary period;
- (f) the requirement that the employee:
 - (i) hold and maintain a Class 1 driver's licence (unless otherwise exempted) and/or
 - (ii) hold and maintain a recognised first-aid qualification as described in Clause 18;
- (g) any other specific or individual requirements associated with the position.

7.3. Headway Illawarra shall complete a probationary review within the probationary period stipulated.

7.4. Where Headway Illawarra does not complete the final probationary review before the expiry of the probationary period, or within a reasonable time thereafter in the case of circumstances beyond the reasonable control of Headway Illawarra, the employee shall then be deemed a permanent or fixed term employee with all rights and obligations arising from this agreement.

7.5. If Headway Illawarra, in its sole discretion, is not satisfied with the overall level of work performance of the probationary employee and after the probationary review determines that the employee shall not be offered permanent employment, Headway Illawarra must notify the employee by notice in writing within one week of the expiration of the probationary period that his or her employment will be terminated.

7.6. The provisions of Clause ³² (termination of employment) shall not apply in respect of the termination of a probationary employee employed pursuant to 7.5.

7.7. A probationary employee who is not offered permanent employment shall be entitled to one weeks payment at the normal rate for the position in addition to all

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salary and benefits payable to the termination date at the end of the probationary period.

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7.8. Where the probationary review indicates that the probationary employee has met the required standard, Headway Illawarra shall notify the employee by notice in writing that they have successfully completed their probationary period of employment and confirm their ongoing employment on the balance of the terms and conditions contained in the statement provided to the employee in Clause 7.2

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Full Time Employment

- 7.9. (a) A full time employee means an employee other than a casual employee who is engaged to work regularly for not less than 35 hours per week.
(b) An employee not specifically engaged on a part-time or casual basis shall be entitled to full time benefits.

Part-Time Employment

7.10. A part-time employee means an employee, other than a casual employee who is engaged to work regularly for less than an average of 35 ordinary hours per week.

7.11. For the purposes of this definition any hours worked by an employee to replace temporarily another employee absent from duty, which are in addition to those for which the employee is normally required, shall not effect the original contract of employment.

Casual Employment

7.12. A casual employee means an employee specifically engaged to work such hours as may be allocated from time to time by Headway Illawarra, and shall not include persons employed on a fixed term contract pursuant to this agreement.

7.13. Any person employed on a casual basis and accepting such employment on the terms set out in the notice given pursuant to Clause 7.14. shall be deemed to be employed on a casual basis only, regardless of the nature or amount of work allocated, unless the terms of his or her employment are subsequently so varied by agreement in writing.

7.14. A casual employee shall be sent a notice in writing as soon as practicable after engagement setting out :-

- (a) the fact that they are paid by the hour.
- (b) the hourly rate as per the current salary schedule, at which he or she will be paid with such rate including the allowance payable pursuant to Clause 7.15.
- (c) that they are employed as part of a casual pool of employees and will be offered work as the need and opportunity arises.
- (d) that they are not entitled to payment for public holidays not worked nor payment for leave of any type.

- (e) that subject to Clause 8.5. they will only be paid for actual time worked.
- (f) that the employee will be deemed a casual employee regardless of the of the nature or amount of work allocated, unless the terms of his or her employment are subsequently so varied by agreement in writing.
- (g) the requirement that the casual employee:
 - (i) hold and maintain a Class 1 licence; and/or
 - (ii) hold and maintain a recognised first-aid qualification as described in Clause 18, and
- (h) any other specific conditions relating to their employment

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7.15. A casual employee shall be paid at the hourly rate as specified in Clause 7.14. This rate shall include a 25% loading. The 25% loading incorporates the normal casual loading and also payment for annual leave in accordance with the Annual Holidays Leave Act 1944.

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7.16. Headway Illawarra shall not draw any adverse inference against a casual employee in the event that they are unable to accept any casual work offered on short notice.

Fixed Term Employment

7.17. A fixed term employee may be engaged to work on either a full- time or part-time basis, for a period not exceeding 104 weeks

- (a) in a position which is temporary in nature for a specified period of time;
- (b) for the completion of a specified task(s) or project; or
- (c) to relieve in a vacant position arising from an employee taking leave in accordance with this agreement.

7.18. A fixed term contract of employment shall not be offered to any person so as to have the effect of filling a position previously held by a permanent employee, except where;

- (a) the position becomes redundant; or
- (b) the funding for the position becomes subject to a material change affecting the viability of the position as it was prior to the change.

7.19. This agreement shall apply to any fixed term employee except to the extent that this agreement expressly provides that it does not apply.

7.20. When offering employment on a fixed term basis to a job applicant, Headway Illawarra shall advise him or her by notice in writing of the following matters in addition to those specified in Clause 7.2:

- (a) That the employment is temporary in nature
- (b) The actual or expected duration of the proposed employment; and
- (c) That employment beyond the anticipated point should not be expected, but may be offered at the conclusion of the fixed term depending on the circumstances prevailing at the time.

7.21. If a fixed term employee is subsequently appointed to a permanent position with Headway Illawarra, any period of the fixed term contract completed immediately prior to the commencement of the permanent position shall be recognised as years of service with Headway Illawarra for the purpose of calculating salary and leave entitlements, provided that the employee has not taken or received payment in lieu of such entitlements.

Replacement Employees

7.22. A replacement employee means an employee engaged for an agreed period of time to replace a designated person subject to the provisions of Clause 7.24.



7.23. The period of time for which the replacement employee is engaged, together with any special conditions of employment shall be confirmed in writing at the time of the appointment, or a time as may be agreed between the employee and Headway Illawarra.

7.24. When the replacement person is a current employee in a position receiving a lower hourly rate of pay than the position they will occupy on a replacement basis, then the employee shall be paid at the higher hourly rate applicable to the position in which he or she will be acting for the period of time only in which the employee acts as the replacement, after which the employee's rate of pay shall return to its previous level.

7.25. A replacement employee shall be:

- (a) engaged and paid as either a full-time, part-time or casual employee
- (b) subject to the provisions and definitions of the agreement.
- (c) engaged on the same terms and conditions as those applicable to the employee being replaced unless the parties otherwise agree; and
- (d) given an engagement notice in the form required by 7.2 or 7.14.

7.26. The provisions of Clause 7.2. to Clause 7.8. do not apply to replacement employees.

8 - HOURS OF WORK

Full Time Employees

8.1. Subject to the provisions of this agreement, the ordinary working hours of employees other than casual and part-time employees shall be an average of 35 hours per week, to be worked on one of the following basis :

- (a) 35 hours within a work cycle not exceeding 7 consecutive days; or
- (b) 70 hours within a work cycle not exceeding 14 consecutive days; or
- (c) 105 hours within a work cycle not exceeding 21 consecutive days; or
- (d) 140 hours within a work cycle not exceeding 28 consecutive days

Part-Time Employees

8.2 The ordinary hours of work for a part-time employee shall be less than the hours allocated in 8.1. to full-time employees and offered on a permanent basis. Hours so allocated, as well as flexible working hours as described in 8.8 and 8.9, shall provide a basis for the calculation of pro-rata entitlements and flexible working hours under this agreement.

8.3 Subject to other provisions of this agreement for part-time employees, the hours of work for a part-time employee, once agreed, may be varied by notice in writing after discussion and agreement between the parties.

8.4 Nothing in this agreement shall prevent an employee employed on a permanent part-time basis from accepting such additional casual work as may be offered.

Casual Employees

8.5 (a) An employee specifically engaged on a casual basis shall be engaged or paid for a minimum period of two hours on each occasion that he or she has been allocated work.

(b) An employee who is required to wait extra time after a shift has finished because another employee is late for the next shift, shall be paid for the waiting time only, not for the full following two-hour shift. The 2-hour shifts mentioned in 8.5(a) are those allocated by Headway Illawarra, and are not to be seen as minimum payment periods.

8.6 Any casual employee required by Headway Illawarra to attend staff meetings outside of the hours allocated shall be paid for such time as the meeting lasts, and otherwise in accordance with 8.5 (a).

8.7 Casual employees shall be given as much notice as possible of available work.

8.8 Headway Illawarra shall take into account, as far as reasonably possible, the casual employee's personal situation and requirements as may have been disclosed by the employee on his or her application, when offering available work.

Flexible Working Hours

8.9 All full-time, part-time and fixed term employees shall organise their ordinary hours of work as described in the notice received pursuant to 7.2 within the work cycles described in Clause 8.1, with the agreement of the Manager. The priority for scheduling work hours is to be based on the most effective, efficient and positive outcome for the clients and members of Headway Illawarra.

8.10. Any time worked over and above the ordinary hours in a 28 day cycle, as detailed in the notice received pursuant to Clause 7.2, is not to be considered as overtime and will not be paid as such by Headway Illawarra. Salary packaging as per Clause 10.4 is inclusive of any overtime worked.

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Personal Development Retreats

8.11. Any permanent employee who is required to escort and supervise clients on a Personal Development Retreat will be required to work for up to 5 days and four nights inclusive. No permanent employee will be required to work on the working day prior to leaving on a Personal Development Retreat or on the next working day immediately following their return. Additional hours accrued during personal development retreats are not to be included in the flexible work hours cycle as described in 8.8. This work will be paid at the rate described in Section 10.5.- Rates of Pay.

8.12. Any casual employee who is required to escort and supervise clients on Personal Development Retreats will not be allocated work on the day prior to leaving on the Personal Development Retreat or on the day immediately following their return. This work will be paid at the rate described in Section 10.6.- Rates of Pay.

Recreation & Leisure Coordinator

8.13. The Recreation & Leisure Coordinator is employed for a total of 30 hours per week. The nature of this position requires work to be conducted on evenings and weekends. (1 evening and 1 Saturday or Sunday per week), and the escort and supervision of clients on Personal Development Retreats. In recognition of this requirement, this employee will be entitled to salary and leave entitlements equivalent to that of a full-time employee on the same Category scale. Personal Development Retreats will be paid at the rate described in Clause 10.5.

Meal Breaks

8.14. An employee shall not be required to work for more than 5 hours without consuming a meal as provided in 8.15. and 8.16.

8.15. A community support worker or coordinator may on some occasions be required to consume his or her meal while continuing with their normal duties. (ie: meal times are a part of client programs) in which case he or she shall be paid for the period of the meal at their normal hourly rate.

8.17. In the event that the community support worker or coordinator is not required to consume his or her meal while supervising clients then he or she shall not be paid for the period of the break, which shall not exceed 60 minutes except by prior arrangement.

Sleepovers

8.18. Sleepover means a continuous period during which a community support worker is required by Headway Illawarra to sleep over at the workplace and be available to deal with any urgent situation which cannot be dealt with by another employee or be dealt with at the end of the sleepover period.

8.19. Headway Illawarra shall ensure that the employee is able to sleep on the premises by providing :

- (a) suitable healthy accommodation and bedding in a room occupied by the employee;
- (b) a bathroom or shower room and toilet which are reasonably accessible from the bedroom and reasonably private; and
- (c) linen, cutlery, crockery and blankets.

8.20. There shall be no charge to the employee for the provisions contained in 8.19.

8.21. An employee shall only sleepover under the following conditions;

- (a) There is an agreement between Headway Illawarra and the employee in respect of each sleepover period.
- (b) A sleepover shall consist of an overnight twelve hour period to be paid at the rates described in Clause 10.

8.22. The conditions relating to sleepovers in Clause 8.21.(b), do not apply to Personal Development Retreats. These are paid at the rate described in Clause 10.5. and 10.6.

8.23 The conditions in 8.21(b) may not apply in the case of specific individual clients requiring intensive support throughout the sleepover period. In such case the employee shall be paid at the rate described in 10.6.

Out of Hours Contact

8.24. Community Service Coordinators need to be contactable in emergencies or when an urgent decision needs to be made. It is also not considered desirable for staff and clients to have access to the Co-ordinators' private telephone numbers. All coordinators will need to make themselves reasonably available by telephone, in accordance with Headway Illawarra protocols, outside of their ordinary hours of duty as described in Clause 8.1, in accordance with the provision set out in Clause 8.25.

8.25. Headway Illawarra will make available as necessary to the Manager and all Community Service Coordinators a mobile phone for the purpose described in 8.24. The purchase, rental and connection costs of this mobile phone will be met by Headway Illawarra. The Manager and the Community Service Coordinators will have unlimited use of this phone but will be responsible for payment for all personal phone calls.

8.26. Time worked through out of hours contact is to be accrued and taken within the work cycle described in 8.10..

Working from Home

8.27. Subject to the approval of the Manager, Community Services Coordinators may carry out such of his or her usual administrative duties as may be reasonably viable from his or her own private residence when the Community Service Coordinator is not required for:

(a) face to face contact with clients; and
(b) any meetings that have previously been scheduled,
provided that there is at least one permanent staff member present at the usual service location during the period when the coordinator would usually work and that the coordinator:

- (i) is contactable by telephone at all times;
- (ii) keep an accurate record of all work completed and time worked at his or her residence;
- (iii) acts in good faith at all times toward Headway Illawarra, and
- (iv) is able at all times to return to the usual service location from his or her residence while working at home, in the event of a request to do so from the Manager.

8.28. Each application for home based work made to the Manager will be considered on a case by case basis. It is not to be considered a right or entitlement under any circumstances.



PART 111 - CATEGORIES, WAGES AND SUPERANNUATION

9 - CATEGORIES OF EMPLOYMENT

Community Support Worker Level 1

Characteristics of the Level

A person employed as a Level 1 Support Worker shall work under close direction performing routine supervision and support duties which require the application of basic communication and literacy skills.

General features of this level consist of performing clearly defined activities with outcomes that are readily attainable. Employee's duties will be closely monitored and instruction and assistance will be readily available. Freedom to act is limited by established procedures, however with experience employees may be required to exercise some judgement with regard to the organisation of their work.

Employees will be involved in extensive on the job training and will be expected to have gained at least 18 months relevant work experience as well as completing tertiary or technical training involving the provision of services to people with an acquired brain injury (ABI), before they are eligible to progress to Support Worker Level 2.

Supervision of other staff and volunteers is not expected at this level.

Responsibilities

- * to undertake general duties of a supportive and supervisory nature.
- * to implement written programs with clients that require minimal supervision/ intervention/ behavioural management.
- * to participate in the evaluation process that is required for these programs.
- * to apply existing written practices and procedures in day to day operations.

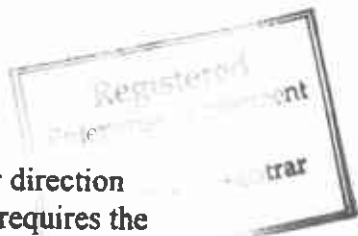
Skills, Knowledge, Experience and Qualifications

- * a developing knowledge of the Organisation's goals and objectives
- * a developing knowledge of the function of the services provided by the Organisation
- * a developing knowledge of relevant administrative procedures
- * basic communication and literacy skills
- * current First-Aid certificate by a recognised trainer
- * no formal qualifications are required, however it is desirable that employees are either training in the welfare area or are willing to undertake training relevant to Headway Illawarra's objectives.

Organisational Relationships

- * operates as a member of the team .
- * works under the general supervision of the Coordinator of the appropriate service area





Community Support Worker. Level 2.

Characteristics of the Level

A person employed as a Support Worker Level 2 shall work under regular direction within clearly defined guidelines and undertake a range of activities that requires the application of acquired skills and knowledge.

General features of this level consist of performing functions which are defined by established routines, procedures and standards, with assistance being readily available. Employees may be required to contribute specific knowledge and skills to Headway Illawarra and may be required to assist a senior employee with a specific project.

Employees will be expected to have an understanding of their work procedures and may provide assistance to Volunteers or Level 1 Support Workers with established procedures.

Employees will be required to plan and organise their own work and to manage their time efficiently.

Responsibilities

- * to undertake a wide range of duties of a supervisory and supportive nature. The employee may be required to exercise limited initiative and/or judgement within existing procedures and policies.
- * to implement written programs with clients who require maximum supervision/ intervention/ behavioural management.
- * to achieve defined outcomes.
- * to assist senior employees with specific tasks.
- * to exhibit basic computer literacy skills

Skills, Knowledge, Experience and Qualifications

- * a knowledge of the Organisations goals and objectives
- * a knowledge of the function of the services provided by the Organisation
- * competent communication and literacy skills
- * basic computer skills
- * no formal qualifications are required : however;
- * employees will have:
 - (a) successfully completed tertiary or technical training involving the provision of services to people with an acquired brain injury (ABI) and obtained 18 months relevant work experience; or
 - (b) obtained 3 years relevant work experience
- * will have attained through this relevant work experience a level of expertise sufficient to undertake the range of duties that are required; or
- * completed other training or work experience considered relevant.
- * a current first aid certificate from a recognised trainer.

Organisational Relationships

- * operates as a member of the team
- * works under the general supervision of the Coordinator of the appropriate service area.

Administration Officer

Characteristics of the Level

A person employed by Headway Illawarra in an administration support capacity shall work under the general direction of the Manager and the Management Committee in the application of established procedures and policies.

General features of this level involve solving problems using knowledge, judgement and work skills that have been acquired through qualifications and/or experience.

Employees have the scope for exercising initiative and employees may be required to establish goals/objectives and outcomes for their own particular work program or for a specific project.

Employees at this level will also be required to undertake planning and coordination of their work activities within the administration area of Headway Illawarra and will be responsible for setting their priorities and managing their own time.

Responsibilities

- * undertake responsibility for the efficient office administration of Headway Illawarra
- * to have the scope to exercise initiative in the application of established work procedures.
- * to receive, allocate and prepare for processing accounts and invoices approved for payment.
- * to process all wages and leave payments for all employees.
- * to provide administrative support to the Manager and Management Committee

Committee

- * to provide efficient records management for the Organisation
- * to operate computer based accounting procedures and systems
- * to assist in the preparation of annual budgets.
- * to prepare accounts for audit.

Skills, Knowledge, Experience, Qualifications and/or Training.

- * a thorough knowledge of work activities performed by Headway Illawarra
- * a sound knowledge of the administration procedures of Headway Illawarra
- * may need to utilise special qualifications and/or skills.
- * a working knowledge of the statutory requirements and funding and performance agreements relevant to Headway Illawarra.
- * the ability to use computer based accounting and wages software and spreadsheets.
- * a current first aid certificate from a recognised trainer.

The pre-requisite for entry to this level is :

- * Tertiary or technical qualifications in office procedures and accounting; or
- * A degree or diploma in commerce and/or accounting ; with
- * Extensive experience in the administration of a community based organisation with relevant study and/or expertise to undertake the range of duties required.

Organisational Relationships

- * operates as a member of the team .
- * works under the general supervision of the Manager

Community Support Coordinator

Characteristics of the Level

A person employed as a Community Support Coordinator shall work under the general direction of the Manager. These employees shall undertake a wide range of duties requiring the application of a high level of skills and knowledge in order that they achieve Headway Illawarra's objectives.

Employee's adhere to established work practices, however they may be required to exercise initiative and judgement where the practices are not clearly defined or are not appropriate for the situation.

Features of this level include involvement in the establishment of the organisations services ,client programs, care management of clients. Work may span more than one discipline and will require the employee to work as a member of a team. Work may also involve supervision of students, volunteers and staff on lower classifications. It will also involve the provision of expert advice to these workers.

Employees are required to set priorities, plan and organise their own work and that of lower classified staff, volunteers or students. Excellent interpersonal skills are required to gain the trust and cooperation of clients and other staff.

Positions at this level demand the application of knowledge which is gained through qualifications and experience. Employees responsible for specific functions will be required to monitor operational methods, evaluate their programs and report on outcomes.

Responsibilities

- * responsible for a wide range of functions within the organisation requiring a high level of knowledge and skills.
- * to undertake responsibility for specific projects requiring planning, coordination, implementation and administration.
- * to set priorities and monitor workflow in the areas of their responsibility.
- * to provide expert advice to students, volunteers and employees classified at lower levels
- * to exercise judgement where procedures are not clearly defined or are not appropriate
- * to have an understanding of all areas of computer operation
- * to monitor and interpret legislation, regulations and other agreements relating to occupational health and safety, workers compensation, and rehabilitation.
- * to undertake analysis and design for the development and/or maintenance of services.
- * to undertake duties that require knowledge of procedures, guidelines and statutory requirements of the Organisation.
- * to develop, plan and supervise the implementation of community integration programs for clients.
- * plan, coordinate and administer the operation of a service including financial management and reporting.



Skills, Knowledge, Experience, Qualifications and/or Training

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All of the following are required to perform work at this level ;

- * knowledge of the Organisations programs, policies and operations
- * sound knowledge of community based service provision to people with disabilities and their families.
- * knowledge of the role of the Organisation, it's structure and services
- * pre-requisites for entry to this level are:
A Degree in a health related discipline with relevant experience; or an Associate Diploma with substantial experience in the provision of community based services to people with disabilities and their families.
- * a current first aid certificate from a recognised trainer.

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Organisational Relationships

- * Work under the general direction of the Manager
- * Work as a member of a team
- * Supervise students, volunteers and lower classified employees

Extent of Authority

- * can exercise a degree of autonomy
- * has control of specific projects or programs
- * sets outcomes for lower classified staff, students and volunteers
- * can establish priorities and monitor workflow in the area of their responsibility
- * can exercise judgement when procedures are not clearly defined or are not appropriate

Manager

Characteristics of the Level

The person employed at this level will work under the broad direction of the Management Committee of Headway Illawarra, and shall exercise managerial responsibility for the Organisation's activities.

Features of this level require the Manager's involvement in the initiation and formulation of extensive new services or existing programs, which impact on the Organisations goals and objectives. The Manager will be involved in the identification of current and future options and the development of the appropriate strategies to achieve desired goals, in consultation with the Management Committee.

In addition the Manager is required to:

- * provide specialised policy advice to the Management Committee, in areas including finances, funding options, government policy direction and statutory requirements.

- * develop and implement techniques, work practices and procedures in all facets of the work area.
- * have responsibility for decision making within the constraints of the organisation's policies and to provide advice in all facets of the Organisation's operations.
- * exhibit initiative and have the ability to formulate, implement, monitor and evaluate services, projects and programs.



The Manager's position can be identified by the significant independence of action within the constraints of the Organisations policies.

Responsibilities

The Manager's position will include the following responsibilities;

- * the ability to provide workplace supervision, performance appraisal and critical incident debriefing to employees of the Organisation.
- * the ability to undertake work of significant scope and complexity.
- * the ability to undertake duties of a critical nature with no professional supervision.
- * the ability to undertake functions across a range of administrative and operational areas which includes services, projects and programs, management of service delivery and the provision of high level advice.
- * the ability to provide specialist advice on policy matters and contribute significantly to the development and review of policies both internal and external to the Organisation.
- * the ability to manage services, projects and programs in accordance with the Organisation's goals.
- * the ability to offer consultancy services if they are required.
- * the ability to evaluate and develop appropriate service methodology techniques within the Organisation. This will involve the application of high level analytical skills in the attainment of Organisational objectives.
- * the ability to provide advice to the Management Committee on the day to day operations of the Organisation and to act as it's agent on a day to day basis.

Skills, Knowledge, Experience, Qualifications and Training.

- * detailed knowledge of the policies, services, projects, programs, guidelines, procedures and practices of both Headway Illawarra and relevant external government and non-government bodies.
- * detailed knowledge of the relevant statutory requirements, including funding and performance agreements of funding agencies.
- * a current first aid certificate from a recognised trainer.



the pre-requisite for entry to this level would be:

- * the successful completion of a degree course and experience in the field of specialist expertise.
- * substantial post-graduate experience
- * experience attained through previous appointments, service and/or study combined with a level of expertise and competence sufficient to perform the duties of the position

Organisational Relationships

- * Works under the direction of the Management Committee.
- * Works as an intermediary between the Management Committee and the employees.
- * Works as a member of a Team.
- * Supervises all other employees through the actions of the Community Support Coordinators.

Extent of Authority

- * Can exercise total autonomy within the Organisations philosophies and policies, and within specific directives from the Management Committee.
- * Can determine procedures not clearly defined by policy, subject to the Management Committee's review.
- * Has final day to day control of all services, projects and programs, subject to the Management Committee's directives.

10 - RATES OF PAY

10.1 Community Support Worker. Level 1.

Year 1	\$18292.00 per annum	\$10.05 per hour
Year 2	\$19292.00 per annum	\$10.60 per hour
Year 3	\$20292.00 per annum	\$11.15 per hour

Casual Employees

	Day	Sleepover	Saturday	Sunday	Public
Holiday					
Year 1	\$12.56	7.6 hours	+50%	+75%	+100%
Year 2	\$13.25	7.6 hours	+50%	+75%	+100%
Year 3	\$13.94	7.6 hours	+50%	+75%	+100%



10.2

Community Support Worker. Level 2.

Year 1	\$22192.00 per annum	\$12.19 per hour
Year 2	\$23399.00 per annum	\$12.85 per hour
Year 3	\$24629.00 per annum	\$13.53 per hour
Year 4	\$25859.00 per annum	\$14.20 per hour

Casual Employees

Year 1	\$15.23	7.6 hours	+50%	+75%	+100%
Year 2	\$16.06	7.6 hours	+50%	+75%	+100%
Year 3	\$16.91	7.6 hours	+50%	+75%	+100%
Year 4	\$17.75	7.6 hours	+50%	+75%	+100%

The rates described for casual employees in 10.1 and 10.2 are inclusive of the 25% loading described in Clause 7.15 and the requirements of Clause 7.14 (f).(ii) and 8.17.

10.3 Administration Officer

Administration staff will be offered a salary package including salary, superannuation and payment of accounts presented. Permanent part-time employees will be offered the package at a pro-rata level.

Year 1	\$27,300.00 per annum (\$25,000 salary, \$1500 superannuation, \$800 accounts paid)
Year 2	\$29,120.00 per annum (\$26500 salary, \$1590 superannuation, \$1030 accounts paid)
Year 3	\$30940.00 per annum (\$28,000 salary, \$1680 superannuation, \$1260 accounts paid)

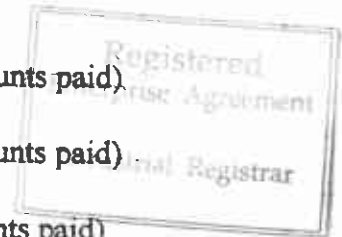
10.4. Manager and Community Support Coordinator's

The manager and all community support coordinators will be offered a salary package which will comprise salary, superannuation, a mobile phone, and an allowance for the payment of accounts presented. This salary package includes payment for any hours worked on evenings and weekends, annual leave loading, on call allowance and any overtime that may be instigated by Management. Permanent part-time employees will be offered the package at a pro-rata level, with the exception of the Recreation and Leisure Coordinator as described in Clause 8.12.

NB: Accounts presented for payment are only admissable while Headway Illawarra is exempt from the payment of Fringe Benefits Tax. Should this change, the amount previously paid as an expense payment will be added to the total gross salary payment.

Community Support Coordinator

Year 1	\$34,000.00 package (\$30,000 salary, \$1800 Superannuation, \$2200 accounts paid)
Year 2	\$36500.00 package (\$32,000 salary, \$1920 Superannuation, \$2580 accounts paid)
Year 3	\$39,500.00 package (34,000 salary, \$2040 Superannuation, \$2960 accounts paid)



Manager

Year 1	\$45,920.00 package (\$32,000 salary, \$1920 Superannuation, \$8000 accounts paid, \$4000 through private use of a fully maintained motor vehicle)
Year 2.	\$47,920.00 package (\$32,000 salary, \$1920 Superannuation, \$10,000 accounts paid, \$4000 through private use of a fully maintained motor vehicle)
Year 3	\$49,920 package (\$32,000 salary, \$1920 Superannuation, \$12,000 accounts paid, \$4000 through private use of a fully maintained motor vehicle.

Personal Development Retreats

Permanent Employees

- 10.5.(a) Permanent Employees required to supervise and escort clients on Personal Development Retreats "PDR", will receive :
- (i) 14 hours paid leave, as per the requirements of Clause 8.10.
 - (ii) 7 hours paid leave for each 4 nights away.
 - (iii) 14 hours ordinary rate of pay for each day away.
- (b) all expenses incurred for the PDR will be met by Headway Illawarra with the exception of the personal expenses of those employees attending the PDRs.

Casual Employees

- 10.6. (a) Casual Employees required to assist with the supervision of clients on PDR will be paid at the following rate of pay :
- (i) 14 hours ordinary rate of pay for each day away at the usual casual rate.
 - (b) all expenses incurred for the PDR will be met by Headway Illawarra with the exception of the personal expenses of those employees attending the PDR.
 - (c) If the PDR falls over a weekend then the casual employee will receive appropriate loadings for weekend work as described in 10.1. and 10.2.



Annual Increments

10.7. Annual variations to all salaries will be payable in accordance with the movements of the Consumer Price Index ("CPI") from time to time. Increases in Superannuation payments will be paid in accordance with Clause 14.

10.8. Annual increments will only be paid in accordance with any CPI increase in any year where the Organisations funding for that year has also been increased in accordance with the CPI and are payable only when the increased funding is actually received by Headway Illawarra.

11. PAYMENT OF WAGES

11.1. All wages shall be paid at least fortnightly by cheque or electronic funds transfer by agreement between the Headway Illawarra and the employee.

11.2. Where wages are paid by electronic funds transfer only this shall be through the Illawarra Credit Union, or any other financial institution nominated by Headway Illawarra from time to time.

11.3. Wages shall be paid during working hours on a weekday mutually agreed by Headway Illawarra and the employees, being not more than five days following the end of each pay period. The pay day selected, once agreed, shall not be changed without mutual agreement between Headway Illawarra and the employees.

11.4. Upon termination of employment, wages or other benefits payable to the employee pursuant to the agreement shall be paid;

- (a) as far as possible on the date of termination;
- (b) in the alternative, as soon as reasonably practicable thereafter; or
- (c) on such date as the parties agree; and
- (d) by such means (cheque, direct deposit or other) as the parties agree.

11.5. Headway Illawarra may deduct from amounts due to an employee such amounts as are authorised in writing by the employee, deductions of income tax or any other amounts as may be required by law.

11.6. On pay days, Headway Illawarra shall provide for each employee a statement in writing of the gross salary and allowances to which he or she is entitled, the amount of deductions therefrom, superannuation payments and the net amount to be paid.

12 - WORKERS COMPENSATION

12.1. This clause shall apply to all employees of Headway Illawarra covered by this agreement. An employee injured in the course of his or her employment during the currency of this agreement shall be entitled to such weekly payments and benefits as may be payable by Headway Illawarra, pursuant to the provisions of the Workers Compensation Act, 1987, as amended or replaced only.

13 - RECORD KEEPING

13.1. Headway Illawarra shall keep a record from which can be ascertained the name of each employee and his or her classification, the hours worked on each date, together with the time of commencement and completion of work (including the time of commencing and finishing meal breaks taken pursuant to Clause 8.15(b)), rates of pay and the wages and allowances paid in each pay period which meets all legislative requirements.

14 - SUPERANNUATION

14.1. Headway Illawarra shall pay all superannuation contributions in accordance with the Superannuation Guarantee Charge Act, and regulations, as amended from time to time.

14.2. All contributions shall be paid to the Health Employees Superannuation Trust Australia ("HESTA").

14.3. These contributions will be made to HESTA in the manner and at the times specified by the terms of HESTA or in accordance with any agreement between Headway Illawarra and the Trustees of HESTA.

Fund Membership

14.4. On engagement, and for existing employees, Headway Illawarra shall make the employee aware of his or her entitlements under this clause and offer the employee the opportunity to become a member of the fund. Headway Illawarra shall provide the employee with full details of HESTA. An employee shall be required to properly complete the application form(s) to become a member of HESTA.

14.5. Headway Illawarra shall make contributions in accordance with Clause 14.2. on behalf of all eligible employees once such employees complete and submit the necessary application form(s) to the Administration Officer.

14.6. Where an employee is not a member of HESTA, but eligible to join, Headway Illawarra shall remind the employee in writing, of his or her entitlements, within a period of three months from the date of employment.



Absence from Work
Paid Leave

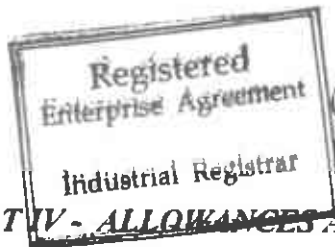
14.7. Subject to the Trust Deed of HESTA, contributions will continue whilst the member of the fund is absent from his or her normal duties on paid leave.

Unpaid Leave

14.8. Contributions shall not be required to be made in respect of any absence from work without pay.

Work Related Injury or Sickness

14.9. In the event of an eligible employee's absence from work due to work related injury or sickness, superannuation contributions for the employee shall continue during his or her absence provided that the said employee is receiving weekly payments pursuant to the relevant Workers Compensation legislation.



Change made by Jennifer Gray,
Industrial Advocate
Chamber of Manufactures
of NSW (Industrial)
Gray

PART IV - ALLOWANCES AND AMENITIES

15 - TRAVELLING AND MOTOR VEHICLE ALLOWANCE

- 15.1. (a) Should an employee be required to use his or her own vehicle on Headway Illawarra's business, the employee is to receive a vehicle allowance of ~~£~~40c per kilometre.
- (b) An employee shall not use his or her motor vehicle unreasonably or unnecessarily in the course of his or her employment.

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JK

15.2. An employee required to travel by any other means in connection with his or her work shall be reimbursed all reasonable travelling expenses incurred with reasonable proof of such expenses to be provided by the employee to Headway Illawarra.

15.3. Where an employee is called on duty at night or at other periods outside of his or her usual ordinary hours, allowance for this travel is calculated within the annualised salary package described at Clause 10. and the Out of Hours Contact described at Clause 8.24.

15.4. Where an employee is in possession of a vehicle owned by Headway Illawarra for use during his or her allocated hours, and is required to return the vehicle to Headway Illawarra at its usual place of business outside of normal business hours and to do so may at that time increase the risk of the employee's personal safety, then the employee may retain the use of the vehicle overnight or until such time as it may be safe to return it. The employee need not obtain the consent of Headway Illawarra at such times, provided that it is reasonable in all the circumstances to retain the use of the vehicle.

Travelling Expenses

- 15.5. (a) An employee required to stay away from home overnight shall be reimbursed the reasonable cost of board, lodgings and meals. Reasonable proof of the costs incurred is to be provided to Headway Illawarra by the employee.
- (b) The Manager's decision on travelling expenses and vehicle allowance shall be final, subject to the provisions in clause 31.

16 - AMENITIES

16.1. Headway Illawarra shall provide and maintain reasonable toilet and washing facilities for the use of employees at its usual places of business.

16.2. Headway Illawarra shall supply and maintain reasonable heating and cooling appliances for the safety and healthy functioning of the service at its usual places of business.

16.3. Headway Illawarra shall provide adequate and appropriate amenities at its usual places of business so as to enable its employees to perform their duties.

16.4. Headway Illawarra shall provide adequate, appropriate and hygienic facilities at its usual places of business, to enable employees to partake of tea and meal breaks.

16.5 "Usual places of business" in this clause means only those premises owned, leased or occupied by Headway Illawarra as part of the provision of its services.

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17 - OCCUPATIONAL HEALTH & SAFETY

17.1. Headway Illawarra shall take all reasonable action to ensure the health and safety of employees and shall adopt and implement appropriate health and safety policies and practices.

17.2. All necessary protective clothing and safety equipment shall be provided free of cost for the use of each employee, where necessary to protect the clothing or person of the employee or where required by Headway Illawarra to be worn or used.

17.3. These items shall remain the property of Headway Illawarra and shall be maintained by Headway Illawarra, free of cost to the employee.

18 - FIRST AID

18.1. All employees are required to hold a current first aid certificate issued by the St Johns Ambulance Association, the Australian Red Cross or an equivalent qualification as a condition of employment, as all employees may be required by Headway Illawarra to perform first-aid in the course of their duties.

18.2. All employees will be required to carry out all necessary tests or examinations as may be necessary to upgrade or keep current their First -Aid certificate.

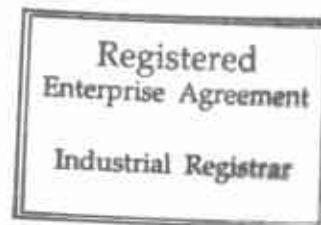
18.3. All employees shall be responsible for costs associated with the initial acquisition of a current first-aid certificate and for any costs associated with its renewal.

18.4. A First -Aid kit as recognised by the St Johns Ambulance or Australian Red Cross shall be provided and maintained at each workplace and in each vehicle owned by Headway Illawarra.

19 - COMMUNICATION ALLOWANCE

19.1. Headway Illawarra shall reimburse the employee for the cost of communications made from a private or public communication device which were necessarily incurred as a result of his or her employment. The employee may also be required by Headway Illawarra to meet the costs of communications made by the employee using Headway Illawarra's communication equipment for private purposes unrelated to work during their allocated hours of employment.

19.2. Any employee required to operate a mobile telephone during the course of their duties, where such a phone is held by them as a part of a salary package, shall be responsible for the payment of all calls made for private purposes on the mobile telephone. All other costs and charges associated with the use and maintenance of the mobile phone will be met by Headway Illawarra.



PART V LEAVE

20. SICK LEAVE

20.1. In the event of a permanent employee becoming sick or unfit for duty, and certified as such by a qualified medical practitioner, he or she shall be entitled to sick leave on full pay at the following rates:

- (a) For full-time employees this will be paid for 70 hours per year
- (b) For part-time employees this will be paid at a pro-rata rate.

20.2. Not more than 14 hours in any one period of sick leave may be taken without the production of a medical certificate.

20.3. An employee must take all reasonable steps to provide Headway Illawarra with the earliest possible notice of his or her actual or pending absence from work.

20.4. If the full period of sick leave as described in 20.1. is not taken in any one year, such portion as is not taken shall be cumulative from year to year, providing that the total sick leave accrued is not more than the equivalent of five years leave for fulltime employees (350 hours) and the pro-rata rate of five years leave for part-time employees. Accrued unpaid sick leave is not a benefit payable to the employee in the event of his or her employment being terminated for any reason.

21. ANNUAL LEAVE

21.1. All employees other than casual employees shall be entitled to annual leave on pay after 12 months continuous service on the following basis:

- (a) full time employees shall be entitled to 140 hours.
- (b) part time employees shall be entitled to annual leave on a pro-rata basis.

21.2. Any employee, other than a casual employee who has completed at least three months continuous service, may, on written application to Headway Illawarra be granted annual leave on a pro-rata basis prior to the completion of any period of 12 months continuous service..

21.3. Approval for any pro-rata annual leave in accordance with Clause 21.2. shall be subject to Headway Illawarra's convenience and will not unreasonably affect the operation of the service concerned, but shall not be unreasonably withheld.

21.4. The annual leave prescribed in Clauses 21.1, 21.2. and 21.3. shall be at Headway Illawarra's convenience and will only be granted where it would not effect the operation of the service concerned, but shall not be unreasonably withheld, and shall be exclusive of any holidays prescribed in Clause 10.5. and in Clause 22.

21.5. If any of these holidays fall within an employees period of annual leave and is observed on the day which, in the case of that employee, would have been an ordinary working day, there shall be added to the period of annual leave time equivalent to the ordinary time which the employee would have worked if such day had not been a holiday.

21.6. Annual leave shall be taken at a time determined by mutual agreement between Headway Illawarra and the employee within a period not exceeding six months from the date when the right to annual leave accrued, provided that such annual leave may be deferred by mutual agreement in writing between Headway Illawarra and the employee and in accordance with the Annual Holidays Act 1944.

21.7. Should an employee not complete any period of twelve months continuous service he or she shall on the termination of his or her employment, provided that he or she has been continuously employed for one month or more, be entitled to pay in lieu of annual leave on a pro-rata basis for each month of service.

21.8. Where an employee falls sick or suffers an injury while on annual leave and provides to Headway Illawarra a medical certificate, as soon as reasonably practicable after their injury or illness, to show that he or she is or was incapacitated to the extent that he or she would have been unfit to perform his or her normal duties, he or she may be granted at a time mutually convenient to Headway Illawarra, additional leave equivalent to the period of incapacity falling within the said period of annual leave, provided that the period of incapacity is of least five days duration. Subject to sick leave credits, the period of incapacity shall be paid for and debited as sick leave.

22. PUBLIC HOLIDAYS

22.1. Public holidays shall be allowed to all full-time or part-time employees on full pay, provided that the Public Holiday falls on a day normally worked.

22.2. In the event that a community support worker or coordinator is required to and does work on a public holiday then;

- (a) the casual employee shall be paid at the rate described in 10.1. and 10.2.
- (b) the permanent employee shall receive their choice of either ;
 - (i) payment for the period worked at the rate of double time, or;
 - (ii) payment for the period worked at normal time plus the equivalent time off paid at normal time.

22.3. Subject to mutual agreement between Headway Illawarra and the employee, such time off may be aggregated with annual leave.

22.4. Administrative officers would not normally be required to work on Public Holiday's. If this should be necessary they will be paid at the rate of double time and one half.



23. BEREAVEMENT LEAVE

23.1. An employee shall on the death of a person with whom the employee is in or has bona-fide domestic or filial relationship including but not necessarily limited to their spouse, partner, parent, child, brother, sister, grandparent, mother or father in-law, be entitled to take leave up to and including the day of the funeral of such a person. Such leave shall be without deduction of pay and for a period not exceeding the number of hours worked by the employee over three ordinary days. Reasonable proof of the death shall be furnished by the employee to Headway Illawarra on request.

23.2. Clause 23.1. shall have no operation while the period of entitlement to leave under it coincides with any other period of entitlement to leave being taken at the time of death and for which the employee would have remained on leave for the period described in Clause 23.1 following the date of death.

24. SPECIAL LEAVE

24.1. In the case of domestic or other pressing necessity, an employee shall be entitled to up to 5 days unpaid leave in each twelve months of service. Such leave is to be taken at mutually agreed times, provided that any such request for such leave shall not be unreasonably refused by Headway Illawarra.

25. LEAVE WITHOUT PAY

25.1. On written application Headway Illawarra may, at its sole discretion, grant to an employee leave without pay for any purpose and for any period of time.

26. LONG SERVICE LEAVE

26.1. All employees shall be entitled to paid Long Service Leave in accordance with the Long Service Leave Act, 1955.

27. MATERNITY LEAVE

For the purpose of this Clause, Maternity Leave shall be unpaid leave and is available in accordance with the provisions of the Industrial Relations Act (NSW) 1996, as amended, except where those provisions may be extended by this Agreement.

27.1. Maternity Leave is available to all permanent female employees, providing that they have had not less than 12 months continuous service with Headway Illawarra immediately preceding the date upon which she commences maternity leave.

27.2. Subject to other provisions of this clause, the total period of Maternity Leave in respect of each pregnancy shall not exceed 52 weeks.

27.3. In this agreement "date of confinement" means the expected date of birth of the child.

27.4 The employee must inform Headway Illawarra in writing not less than 10 weeks before the date of confinement of:

- (a) The anticipated date of confinement;
- (b) The date of commencement of maternity leave; and
- (c) The anticipated duration of the period of maternity leave and expected date of return to work.

27.5 The employee will provide Headway Illawarra with any or all statutory declaration(s) and medical certificate(s) required by the Industrial Relations Act (NSW) 1996, prior to the commencement of maternity leave.

27.6 The employee shall commence her maternity leave no less than 6 weeks prior to the date of confinement unless able to produce a medical certificate from a properly qualified medical practitioner stating that she is fit to continue her usual duties to a date closer to the date of confinement.

Maternity Leave and other Leave Entitlements

27.7 Subject to agreement by Headway Illawarra, the employee may combine other leave entitlements with the 52 weeks maternity leave, up to a maximum of 52 weeks.

Effect of Maternity Leave on Employment

27.8 Absence on Maternity Leave shall not break the continuity of service of an employee, but shall not be taken into account in calculating the period of service for leave entitlements or years of service salary increments.

Termination of Employment

27.9 An employee may terminate her employment whilst on Maternity Leave, by giving notice of her intention to leave in accordance with this agreement.

27.10 Headway Illawarra shall not terminate the employment of an employee on the grounds of her pregnancy, or for her absence on maternity leave, but otherwise the rights of Headway Illawarra to terminate employment are not affected.

Return to Work

27.11 The employee shall advise Headway Illawarra of her intention to return to work by notice in writing not less than four weeks prior to the expiration of her Maternity Leave and shall in such notice confirm the date she will return to work.

27.12 An employee shall, on her return to work, be entitled to the position which she held prior to proceeding on Maternity Leave. Where the position no longer exists, but there are other positions available for which the employee is qualified, she shall be offered the position at a status and salary comparable to the previous position held.

28. PARENTAL LEAVE

For the purposes of this Clause Parental Leave shall mean unpaid leave for all permanent employees and shall be available in accordance with the provisions of the Industrial Relations Act (NSW) 1996, as amended.

28.1. An employee who is the parent but not the mother of a new born child shall be entitled to parental leave under the same conditions as Clause 27, with the exception of Clause 27.6.

28.2. If an employee wishes to commence parental leave more than 7 days prior to the expected date of confinement, then the employee must provide Headway Illawarra with a medical certificate from a suitably qualified practitioner stating that this is reasonable and necessary for the health and well being of the mother of the child.

28.3 Both parents of the newborn child, if they are employees of Headway Illawarra, may not be on parental leave at the same time except as is allowed by the Industrial Relations Act (NSW) 1996, as amended.

28.4 An employee on Parental leave may work for another employer with the approval of the Manager of Headway Illawarra.

29. ADOPTION LEAVE

For the purposes of this Clause adoption leave shall be unpaid leave,

29.1. All permanent employees shall be entitled to Adoption Leave for the purposes of the adoption of a child under the age of 5 years.

29.2. Clause 27 and 28 apply to adoption leave except as follows:

- (a) for "date of confinement" read "date of adoption";
- (b) the period of notice required in 27.4 is reduced from 10 weeks to 14 days,
- (c) for "medical certificate" in 27.5 read "notice from the adoption agency stating the date of placement".
- (d) for "maternity leave" read "adoption leave";
- (e) for "parental leave" read "adoption leave";



- (f) for "new born child" read "adopted child";
- (g) for "mother of the child" read "adopted mother of the child or the child".

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30. JURY SERVICE

30.1. Any permanent full or part-time employee required for jury duty during his or her ordinary working hours shall be reimbursed by Headway Illawarra the amount equal to the difference between that paid in respect of his or her attendance as a juror and the amount of wages he or she would have otherwise received, had the employee worked his or her usual duties.

30.2. The employee shall notify Headway Illawarra as soon as possible of the date that he or she is required to attend for jury duty. The employee shall, as soon as is reasonably practicable, supply evidence of his or her attendance at court, the duration of the attendance and the amount received in respect of the attendance.

PART VI GRIEVANCE PROCEDURES AND TERMINATION OF EMPLOYMENT

31. GRIEVANCES

31.1. In the event of a dispute arising between an employee and Headway Illawarra the following procedures shall apply for both individual and group grievances, insofar as they are not inconsistent with the provisions of the Industrial Relations Act, 1996, as amended, and in the event of an inconsistency the provisions of the Act shall prevail.

- * In the first instance the complaint should be dealt with by the Manager. The complaint should be made in writing, signed and dated as being received. The Manager will then assess the situation and attempt to resolve the dispute to the satisfaction of all concerned.
- * Where the attempt to resolve the dispute fails, or where the nature of the complaint is such that direct discussion between the Manager and the employee is inappropriate, the employee may request a meeting with the Management Committee
- * Where the Manager or the Management Committee considers disciplinary action to be necessary, the matter must first be discussed with the employee. If following this discussion, disciplinary action is to be taken, then it must be in the form of a written warning. It must be stated clearly how the employee will be expected to improve their performance. This action is to be documented with the complaint, the action to be taken and the timeframe that this will involve clearly stated. A copy of which is to be placed on the employees personal file.
- * The employee must be advised by the Manager of their right to Union representation if they are dissatisfied with the handling of the dispute.
- * If the problem persists the Manager must take the complaint to the Management Committee, where the continued employment of the employee will be decided.

Complaints Regarding Sexual, Physical or Emotional Abuse.

31.2. Any complaint with regard to the sexual, physical or emotional abuse of any consumer or staff member must be reported immediately to the Manager. The Manager will document all the relevant details and will offer support and assistance to the complainant. The complainant will be offered information, referrals and support to access mainstream services eg, legal aid, counselling etc. that are appropriate to their needs. The complainant will be advised that if the complaint is of a criminal nature then the police must be notified. It is up to the complainant however, to decide whether or not to make a statement to the police, and whether or not they wish to take legal action. If the complainant decides to pursue legal action then they will be offered the necessary support to do so. If the complainant is a consumer who does not have the capacity to make an informed decision with regard

to these matters then their legal guardian or person responsible should be notified. If this is not possible then the Guardianship Board should be approached to appoint a guardian who can assist the complainant with the decision.



The protection and safety of the complainant, respect for their right to confidentiality and the rights of the accused are to be considered at all times. If the situation warrants, staff members who have been accused of sexual, physical or emotional abuse will be suspended from their duties on full pay during the period of the investigation. Likewise if a consumer is accused of sexual, physical or emotional abuse of either fellow consumers or staff, they will be suspended from participating in the programme while a full investigation by the appropriate authorities is conducted.

Following the initial complaint the ongoing counselling and support needs of the complainant and the accused are to be documented in the form of an action plan. A full report is to be tendered to the Management Committee by the Manager. At the completion of the investigation a further report is to be written with recommendations regarding the future employment of a staff member, or future participation of a consumer.

32. TERMINATION OF EMPLOYMENT

The following procedures shall apply insofar as they are not inconsistent with the provisions of the Industrial Relations Act (NSW) 1996, as amended, and in the event of any inconsistency the Act shall prevail.

32.1. The employment contract between Headway Illawarra and an employee may be terminated by the giving of the following notice:

Period of Continuous Service	Period of Notice
Less than 1 year	1 week
1 year and less than 3 years	2 weeks
3 years and less than 5 years	3 weeks
5 years and over	4 weeks

32.2. In addition to the notice set out above, employees over the age of 45 years at the time of giving notice with not less than 2 years continuous service, shall be entitled to an additional week's notice.

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

32.4. Employees wishing to terminate their employment shall provide two week's written notice, or forfeiture of two weeks pay in lieu of notice.

32.5. The above shall not affect Headway Illawarra's right to dismiss an employee without notice for such conduct which justifies instant dismissal at law pursuant to the Industrial Relations Act (NSW) 1996, as amended, notwithstanding procedures identified in Clause 31.



PART VII MISCELLANEOUS

33. EMPLOYEES INDEMNITY AGAINST CIVIL LIABILITY

Headway Illawarra shall be responsible in accordance with the Employee's Liability Act, 1982 to indemnify employees against liability for fault (as defined in that Act), arising out of the performance of work by the employee.

34. RIGHT OF ENTRY

Any officer of a relevant Union authorised in writing in that capacity by the Industrial Registrar of the New South Wales Industrial Relations Commission may, on production of such authority for the time being in force enter the premises of Headway Illawarra Inc. in accordance with Part 7 of the Industrial Relations Act, 1996

35. POSTING OF THE AGREEMENT

A copy of this agreement shall be kept in an accessible place at each place of business of Headway Illawarra, for the information and perusal of all employees.

36. COPIES OF LEGISLATION AND RELEVANT DOCUMENTS

Headway Illawarra shall keep copies of all legislation referred to in this Agreement and shall make available such copies on reasonable request to any employee for inspection during normal business hours.

37. CONTINUING TRAINING AND STAFF DEVELOPMENT

- (1) Headway Illawarra may conduct ongoing staff development or training programs, subject to funding availability, at its expense.
- (2) Headway Illawarra may direct any member of staff to attend any ongoing staff development or training provided that such direction shall not be unreasonably given.
- (3) Headway Illawarra shall pay all reasonable and necessary expenses incurred by an employee in attending the staff development or training referred to in 37.2.

PART VIII TERM OF THE AGREEMENT

PART VIII TERM OF THE AGREEMENT

This agreement shall operate from the ^{5th October 1997} ~~date of registration~~ and shall remain in force for a period of 12 months, unless varied or terminated earlier by the provisions provided for in the Act. MK

Signed for and on behalf of Headway Illawarra

Signature *J. Mark Waddington*
 Printed Name J. Mark Waddington
 Position President
 Date 21.10.96
 Witness *[Signature]*
 Printed Name DIANNE MOORE
 Illawarra



Common Seal of Headway

Signed for and on behalf of the employees by the Headway Illawarra Consultative Committee

Signature *Peter Knox*
 Printed Name PETER KNOX
 Position RECREATION CO-ORDINATOR
 Date OCT 21ST, 1996
 Witness *[Signature]*
 Printed Name PETER HOLMES

Signature *Angela Fey*
 Printed Name ANGELA FEY
 Position WARRAKINDI COORDINATOR
 Date 22.10.96
 Witness *[Signature]*
 Printed Name VINCENT BATES

Signature *Dawn Goldman*
 Printed Name DAWN GOLDMAN
 Position MANAGER
 Date 21.10.96
 Witness *[Signature]*
 Printed Name PETER HOLMES

19/12/96

The undersigned, as a party of Her Majesty, I hereby
do hereby and acknowledge this final draft of
the Enterprise Agreement



Strigilia Fry

Beryl Amstutz

Quintessence

~~Peter King~~

~~David King~~

Kieran Calverley

Jane

Lyn Buxton

AM

Stephens

J. Ainsworth

C. Marsh

S. Barry

J. Barry

D. Moore

K. Barry

J. Barry

~~David~~
Dawn Goldman

W. S. Associates

W. S. Associates

W. S. Associates

Nyree Dunne

W. S. Associates

W. S. Associates

W. S. Associates