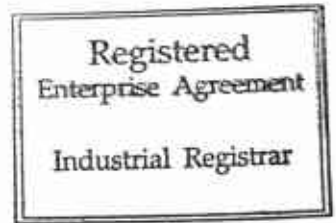


**REGISTER OF
ENTERPRISE AGREEMENTS**



ENTERPRISE AGREEMENT NO: EA98/239

TITLE: New South Wales Working Women's Centre Enterprise Agreement 1998

I.R.C. NO: 98/3709

DATE APPROVED/COMMENCEMENT: Approved and commenced 13 August 1998

TERM: 12 months

**NEW AGREEMENT OR
VARIATION: New**

GAZETTAL REFERENCE:

DATE TERMINATED:

NUMBER OF PAGES: 39

COVERAGE/DESCRIPTION OF

EMPLOYEES: All employees of the Centre at its Sydney and Wollongong operations

**PARTIES: New South Wales Working Women's Centre -&- Australian Services Union of
N.S.W.and the Federated Clerks' Union of Australia, New South Wales Branch**

682
98/3705

Registered
Enterprise Agreement
Industrial Registrar

**NEW SOUTH WALES
WORKING WOMEN'S CENTRE**

**SUITE 2-5. 1 BARRACK LANE
PARRAMATTA 2150**

AGREEMENT

1998

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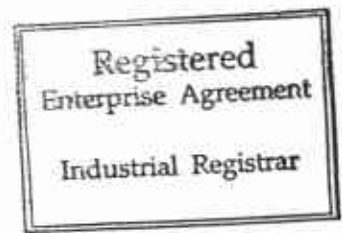
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1. TITLE

This agreement shall be known as the New South Wales Working Women's Centre Enterprise Agreement 1998.

2. COVERAGE OF AGREEMENT

2.1 This agreement governs the terms and conditions of employment of all employees of the New South Wales Working Women's Centre at its Sydney and Wollongong operations.

2.2 This agreement shall be read in conjunction with the Social and Community Services Employees (State) Award and the Clerical and Administrative Employees (State) Award provided that where there is any inconsistency between the Awards and this Agreement, this Agreement shall prevail to the extent of the inconsistency. Should any changes occur to the Awards during the life of this Agreement which result in conditions above those contained within this Agreement, the parties shall make application to the Industrial Relations Commission of New South Wales to vary this Agreement to reflect such changes.

3. PARTIES BOUND

3.1 This agreement is between:

- (a) The New South Wales Working Women's Centre ("the WWC")
- (b) The Australian Services Union of New South Wales ("the Union")
- (c) Federated Clerks Union of Australia - New South Wales Branch ("the Union")

4. OPERATION OF AGREEMENT

4.1 This agreement shall commence on and from the date of ratification and shall remain in force for a period of 12 months.

5. DISTRIBUTION OF AGREEMENT

5.1 All employees will receive a copy of this agreement on commencement of employment. A copy of this agreement will be kept in a convenient place for the perusal of all employees.

6. CLASSIFICATIONS

"**Director**" shall mean an employee responsible for planning, establishing and coordinating the WWC including the Illawarra Project, in accordance with Centre Workplan. Identifying the information and service needs of working women and women intending to return to the workforce.

Responsibilities include promoting and marketing the WWC, its objectives and services, coordinating programs and initiatives on issues affecting women's industrial rights in conjunction with relevant agencies, development of operating procedures for the Centre and recruiting staff.

Supervision of WWC employees, manage the programs finances, maintaining accurate records and program evaluation, prepare reports for the Committee of Management and the funding body as required.

"**Industrial Liaison Officer**" shall mean employees whose main function is to inform, resource and support women in employment. Liaison with trade unions, community organisations, government bodies and employers regarding women's work issues. Responsible to the WWC Management Committee and Director.

Answering telephone enquires and drop ins, develop and present information sessions to women and other groups about industrial and employment issues. Develop new projects in accordance with Centre philosophy and workplan and seek funding for such projects.

Assist in organising services for clients using the Centre, including arranging interpreters, childcare, disabled taxis. Participate in Centre, community, government and union projects, campaigns and working groups where appropriate, including policy analysis work.

Reporting to WWC Management Committee and Director as directed.

Performance of other duties, appropriate to job description and as directed by the Co-ordinator or Management Committee.

“Senior Industrial Liaison Officer” shall mean employees responsible for the supervision and in some cases the allocation of ILO advisory and case work within the ILO team.

Dealing with issues that arise from time to time about the Centre’s advisory and case work raised by outside parties (eg. employers). Dealing with the Director and the ILO team, the implementation of service improvement strategies for the Centre’s advice and case work.

Together with other WWC staff, ensuring that the Centre’s industrial work does not duplicate that of any existing services and that strong referral links are forged with other relevant services. The management of the relationship between the WWC and pro-bono lawyers who provide advice to Centre staff and clients.

Participation in recruitment of other ILO staff as required.

“Project Officer” shall mean an employee responsible for the development and implementation of discrete or general projects. Projects may include the development of innovative information and education projects that assist women to understand their rights at work. Development and presentation of talks, information and training sessions, prepare written materials on industrial and employment issues, disseminate information. To assist with on-going Centre core business on an occasional basis. Participate in Centre, community, government and union projects, campaigns and working groups where appropriate, including policy analysis work.

Reporting to WWC Management Committee and Director as directed.

Performance of other duties, appropriate to job description and as directed by the Co-ordinator or Management Committee

“Administration Manager” shall mean an employee responsible for the day to day administration of the WWC and the activities that take place there as part of a team, work towards the overall objectives of the Centre. The position is Centre based, but may, on occasions, be required to attend outside activities.

Responsible for financial administration of the Centre including preparing wages, preparing tax statements, income and expenditure records and the monthly financial records of the Centre, maintaining the petty cash system, making payments and monitoring Organisation expenditure.

Reception duties, providing basic information and referrals to clients over the telephone or in person. In conjunction with the Co-ordinator development and maintenance of Centre information systems, including computerised data bases, filing and correspondence systems.

Preparation of quarterly financial reports and budgets and preparation of accounts for auditing. Supervision of clerical assistants, trainees or volunteer workers, monitor and maintain stationery equipment in an environmentally responsible manner. Word processing and other clerical duties and other duties, appropriate to the job description.

“Clerical Assistant” Clerical Assistant: an employee who shall be responsible for providing clerical support to staff members of WWC as required. Responsible for receiving and relaying oral and written telephone messages, recording incoming mail, filing, photocopying, data entry, word processing, reconciling petty cash transactions. Ordering and maintaining stationery resources for the Centre. The person will be responsible to plan and organise a daily work routine, with intermittent supervision.

7. TERMS OF EMPLOYMENT

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- 7.1.1 Upon engagement each employee shall be provided with a written statement which will specify:
- (a) an outline of the duties of the position;
 - (b) the employee's regular hours of work;
 - (c) the employee's classification pursuant to this agreement;
 - (d) whether the employee is a full-time, part-time, casual or fixed - term employee, or whether the employee is engaged pursuant to a subsidised employment scheme;

8. FULL-TIME EMPLOYEES

- 8.1. An employee not specifically engaged on a part - time or casual or fixed term basis shall be entitled to full - time benefits.

9. PART-TIME EMPLOYEES

- 9.1. 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.
- 9.2. The minimum hours of duty for a part-time employee shall be three hours for each shift.
- 9.3. 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 rostered, shall not affect the original contract of employment.
- 9.4. A part-time employee shall work regular hours and days in accordance with Clause 18.
- 9.5. For ordinary hours of work, a part-time employee shall be paid the hourly rate as defined for the work performed and shall be entitled to all entitlements under this award on a pro rata basis.

10. CASUAL EMPLOYEES

- 10.1. A casual employee means an employee specifically engaged as such and shall not include persons employed on a fixed - term contract pursuant to this agreement
- 10.2. An employee specifically engaged on a casual basis shall be engaged for a minimum period of three hours each shift.
- 10.3. A person employed on a casual basis to work part-time or full-time shall not be engaged for any period exceeding 13 weeks.
- 10.4. Where a person is re-employed within 4 weeks of the termination of the previous work period, the period between engagements shall be deemed leave without pay and not a new contract of employment.
- 10.5. A casual employee shall be informed in writing on engagement that:
- (a) they are hired by the hour;
 - (b) they will be paid for the actual time worked with a minimum payment of three hours;
 - (c) they are not entitled to payment for public holidays not worked nor payment for paid leave of any type other than Long Service Leave.
- 10.6. A casual employee shall be paid the hourly rate as defined plus a 15% loading.
- 10.7. Pursuant to the Annual Holidays Act 1944, casual employees are entitled to payment in lieu of annual leave at the end of each engagement in addition to entitlements under this clause - i.e., an amount equal to one-twelfth of the employee's ordinary pay for such period of engagement.

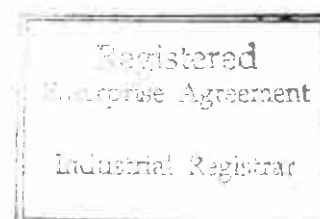
11. FIXED TERM EMPLOYEES



- 11.1 A fixed term employee may be engaged to work on either a full-time or part-time basis for a period not exceeding 52 weeks:
(a) for a position which is temporary in nature for a specified period of time;
(b) for the completion of a specified task(s) or project;
(c) to relieve in a vacant position arising from an employee taking leave in accordance with this Agreement.
- 11.2. A fixed term employee shall not be employed to fill a position previously held by a permanent employee.
- 11.3. The Union shall be notified in writing of the intention to engage a fixed term employee. Where requested by the Union, the Director shall provide the terms and conditions of the fixed term contract of employment prior to engagement of the fixed term employee.
- 11.4. This Agreement shall apply to fixed term employees except to the extent that the Agreement expressly provides that it does not apply.
- 11.5. When offering employment on a fixed term basis to a job applicant, the Director shall advise the applicant in writing of the temporary nature of the employment, the actual or expected duration of the employment and that employment beyond the period is not expected.
- 11.6. If a fixed term employee is subsequently appointed to a permanent position, any period of the fixed term contract completed immediately prior to the commencement of the permanent position shall be recognised as service for the purpose of calculating leave entitlements, provided that the employee has not taken or received payment in lieu of any leave entitlements.
- 11.7 Before the conclusion of a period of a fixed term contract, the Director in consultation with the fixed term employee shall assess whether it is possible to offer that employee a new fixed term period of employment. In such a case, the Director and the fixed term employee may agree to the duration of the period of employment being extended once only. Continuous service shall then be calculated from the date of commencement of the first period of fixed term employment provided the break between the first and second periods of employment is no less than two months.

12. SUBSIDISED EMPLOYEES

- 12.1. A subsidised employee may be engaged to work on either a full time or part time basis in accordance with and for the period specified in the terms of the subsidised employment scheme.
- 12.2. A subsidised employee shall not be employed to fill a position previously held by a permanent employee. Subsidised employees shall be engaged in addition to existing staff levels.
- 12.3. The Union shall be notified in writing of the intention to engage a subsidised employee and where requested by the Union, the Director shall provide the terms and conditions of the subsidised employment contract prior to the engagement of the subsidised employee.
- 12.4. A subsidised employee shall be paid the appropriate rate of pay as specified in the scheme under which the subsidised employee is engaged. In all other respects the terms and conditions of this Agreement shall apply to a subsidised employee.
- 12.5. A subsidised employee is not to work unsupervised.
- 12.6. If a subsidised employee is subsequently appointed to a permanent or fixed term position, any period of the subsidised employment completed immediately prior to the commencement of the permanent or fixed term position shall be recognised as service for the purpose of calculating leave entitlements, provided that the employee has not taken or received payment in lieu of any leave entitlements.



13. SALARIES

- 13.1 The minimum rates of pay for employees shall be according to the following schedule; with the payment of a 2% salary increase from 1st January 1999:

JOB TITLE	SALARY AS AT 1 st JANUARY 1998	SALARY AS AT 1 st JANUARY 1999
DIRECTOR	STEP 1 \$45,000	STEP 1 \$45,900
	STEP 2 \$47,250	STEP 2 \$48,195
	STEP 3 \$51,000	STEP 3 \$52,020
ADMIN MANAGER	STEP 1 \$ 38,665	STEP 1 \$39,438
	STEP 2 \$ 40,200	STEP 2 \$41,004
SENIOR ILO	STEP 1 \$43,200	STEP 1 \$ 44,064
Industrial Liaison Officer/ Project Officer	STEP 1 \$38,665	STEP 1 \$39,438
	STEP 2 \$40,200	STEP 2 \$41,004

CLERICAL	TRAINING POSITION OF \$23,000 FOR UP TO 6 MONTHS	TRAINING POSITION OF \$23,460 FOR UP TO 6 MONTHS
CLERICAL ASSISTANT		
	STEP 1 \$25,000	STEP 1 \$25,500
	STEP 2 \$26,500	STEP 2 \$27,030
	STEP 3 \$28,000	STEP 3 \$28,560

- 13.2. Movement to the next salary point within a level shall be by way of an annual increment on the employee's anniversary of commencement date.
- 13.3. Movement to a higher level shall occur by way of promotion or transfer.

14. PAYMENT OF SALARIES

- 14.1. All salaries shall be paid fortnightly by electronic transfer to a bank, credit union or building society account nominated by the employee. The WWC shall bear the cost of bank charges for the transfer debited to the employee's account.
- 14.2. Salaries shall be paid on the Friday that the fortnightly pay period ends. The pay day must not be changed without mutual agreement between the Director and the majority of employees.
- 14.3. Upon termination of employment, monies due to an employee shall be paid on the date of such termination.
- 14.4. The WWC may deduct from amounts due to an employee such amounts as are authorised in writing by the employee and deductions of income tax required to be made to the Australian Taxation Office.
- 14.5. On pay days each employee shall be provided with a statement in writing of the gross salary/allowances to which the employee is entitled, any amounts to be deducted and the net amount to be paid. The statement shall indicate the distinction between ordinary hours and overtime and the amount of penalties.

15. SUPERANNUATION

15.1 Definitions

" Act and Regulations" means the Occupational Superannuation Standards Act 1987 and attached Regulations, as amended from time to time.

(a) " Eligible employee " means any employee who is or becomes a member of the superannuation fund in accordance with this clause and who is

(i) a full-time, part-time or subsidised employee with not less than four weeks continuous service;

(ii) a casual employee who:

(a) has had a start with the WWC on thirty days in a period no greater than one year, and

(b) has achieved an average of at least six hours per week employment during the one month immediately preceding any day the WWC would be required to make the superannuation contribution prescribed in this clause.

(c) " Ordinary Time Earnings " means the employee's wages for work performed in ordinary hours as defined in Clause 18 of this Agreement.

(d) The " superannuation fund" shall mean the Health Employees Superannuation Trust Australia (HESTA).

Contributions

15.2. Subject to subclauses 15.4 and 15.5, the WWC shall contribute to the superannuation fund the equivalent of 7% of each employee's ordinary time earnings.

15.3. Such contributions will be made to the HESTA Superannuation Fund in the manner and at the times specified by the terms of the Fund or in accordance with any agreement between the WWC and the Trustees of the Fund.

Fund Membership

15.4. On engagement, and for existing employees, the WWC shall make the employee aware of the employee's entitlements under this clause and offer the employee the opportunity to become a member of the appropriate Fund. The WWC shall provide the employee with full details of the Superannuation Fund defined in the clause. An employee shall be required to complete the necessary application form(s) to become a member of the Fund.

15.5. The WWC shall make contributions in accordance with subclause 15.2 on behalf of all eligible employees once such employees complete and submit the necessary application form(s) to the Superannuation Fund.

15.6. Where the employee is not a member of the Fund, but eligible to join the Fund, the WWC shall remind the employee in writing of his /her entitlements within a period of a further six (6) months from the date of becoming eligible for superannuation.

15.7. Nothing in this Clause shall prevent an employee from nominating a different complying superannuation fund.

15.8. However, subsection 15.7 applies only if:

- (a) the nomination of the complying superannuation fund by the employee is in writing and signed by the employee, and
- (b) the employer has given the employee a copy of the nomination and written notice of the employer's approval of the nomination, and
- (c) the employer retains a copy of the nomination.

Absence From Work

Paid Leave

- 15.9. Subject to the Trust Deed of the Fund of which the employee is a member, absences from work contributions shall continue while a member of a fund is absent on paid leave such as annual leave, long service leave, public holidays, jury service, sick leave and bereavement leave.

Unpaid Leave

- 15.10. Contributions shall not be required in respect of any absence from work without pay.

Work Related Injury and Sickness

- 15.11. In the event of an eligible employee's absence from work due to work related injury or sickness, contributions shall continue for the period of the absence (subject to a maximum of 52 weeks total absence for each injury or sickness) provided that the member of the Fund is receiving payments pursuant to Workers Compensation legislation and in accordance with Clause 16 Accident Make Up Pay.

16. ACCIDENT PAY-MAKE UP OF PAY

- 16.1. This clause shall apply to all employees covered by this Agreement and it shall apply only in respect of incapacity which results from an injury received on or after February 1995.
- 16.2. "Accident make up pay " means a weekly payment of an amount being the difference between the weekly amount of compensation paid to the employee pursuant to the Workers Compensation Act and the award rate, or , where the incapacity is or a lesser period than one week, the difference between the amount of compensation and the Agreement rate for that period.
- 16.3. The WWC shall pay an employee accident make up pay where the employee receives an injury for which weekly payment of compensation is payable by the WWC pursuant to the provisions of the New South Wales Workers Compensation Act 1987 as amended From time to time.
- 16.4. The WWC shall pay accident make - up pay during the incapacity of the employee within the meaning of the Workers Compensation Act until such incapacity ceases or until the expiration of a period of 39 weeks from the date of injury.
- 16.5. Payment prescribed shall apply only in respect an incapacity which results from an injury which is current during the first pay period commencing on or after the first pay period after this agreement is lodged.
- 16.6. The liability of the WWC to pay make up pay in accordance with this clause shall arise as at the date of the injury or accident in respect of which compensation is payable under the Act. The termination of the employee's employment for any reason during the period of any incapacity shall in no way affect the liability of the WWC to pay accident make up pay in accordance with this clause.
- 16.7. In the event that the employee receives a lump sum in redemption of weekly payments under the Act, the liability of the WWC to pay accident make up pay as provided shall cease from the date of such redemption.

17. HIGHER DUTIES ALLOWANCE

- 17.1. An employee who is required to perform the duties of another employee in a higher classification under this Agreement for any days so worked shall be paid for the period for which duties are assumed at the rate prescribed for the higher classification.

18. HOURS OF WORK

- 18.1. The ordinary working hours of employees other than casual and part-time employees shall be an average of seventy hours per fortnight.
- 18.2. Ordinary working hours shall be worked within a band width of hours between **7am and 7pm Monday to Friday inclusive**. Ordinary hours shall not exceed 7 hours a day on any such day, provided that an employee working an extra 7 hours in a fortnightly pay period shall be entitled to a paid "flex day off at ordinary time rates within each fortnightly pay period. The day to be taken as a paid flex " day shall be determined between the Director and the employee concerned. Paid flex days must be taken within each fortnightly pay period, however five days may be accumulated to add to an employees annual leave if an employee desires. Accruing hours for this purpose must be done so with the agreement of the Director.

19. OVERTIME

- 19.1. In consultation with employees, the Director shall establish a procedure for approval of overtime. Overtime shall only be worked with the prior approval of the Director. An employee shall be given reasonable notice of the requirement to work overtime.

Overtime Monday to Friday

- 19.2. Overtime rates shall only be paid after.
(a) an employee has worked 10 hours or more in one day or
(b) an employee has worked after 7 pm.

Rates

- 19.3. Overtime worked on Mondays to Saturdays shall be paid at the rate of time and a half for the first three hours and double time thereafter.
- 19.4. Overtime worked on Sundays shall be paid at double time.

Time Off in Lieu of Overtime

- 19.5. Time off shall be granted in lieu of the payment of overtime.
- 19.6. Time off in lieu of payment shall accrue at the rate set out in subclauses 19.3 and 19.4 above.
- 19.7. Time off in lieu of overtime accrued shall be taken at a time agreed between the Director and the employee.
- 19.8. An employee may accumulate up to a maximum of 14 ordinary hours time in lieu calculated on total computed hours. An employee who has accrued the maximum 14 hours shall work no further overtime until the 14 hours has been taken as time off in accordance with subclause 19.7 above. If the Director agrees, excess hours worked may be added to annual leave.

Minimum Payment



- 19.9. An employee who works overtime on a Saturday, Sunday or public holiday shall be paid for a minimum of three hours.

Calculation of Payment

- 19.10. The hourly rate of pay to be used for such calculations shall be defined in Clause 13.
19.11. In the case of casual employees, overtime payments shall be in addition to the 15% loading and the payment of one-twelfth for annual leave.
19.12. In computing overtime payments, each day's work shall stand alone.

Recall to Work

- 19.13. An employee who is recalled to work overtime after leaving the WWC shall be paid for a minimum of three hours work at the appropriate rate for such time recalled.
19.14. Subclause 19.13 shall not apply when overtime is continuous with completion or commencement of ordinary working time.
19.15. An employee recalled shall not be required to work the full three hours if the work to be performed is completed in a shorter period.
19.16. Subject to subclause 19.17, an employee recalled to duty on a flex day shall be paid in accordance with subclause 19.13 and shall be entitled to substitute another day for the flex day.
19.17. Where a full time employee has been given prior notice of the requirement to work on a flex day due to an emergency, the employee shall be paid at ordinary time for that day and a substitute day off shall be granted.

Meal Break and Allowances

- 19.18. An employee working overtime shall be allowed a meal break of thirty minutes without deduction of pay after each four hours of overtime worked.
19.19. An employee required to work more than one hour after normal finishing time shall be provided with a suitable meal or be paid an allowance of \$ 6.55, and where such overtime work exceeds 4 hours, subclause 19.18 applies, provided that an employee required to work more than one hour's overtime after 7 pm shall be paid a meal allowance of \$18.00 in lieu of the aforementioned \$6.55.
19.20. Where an employee is required to work more than four hours overtime on a Saturday, Sunday or flex day, the employee shall receive in addition to the provisions of subclause 19.18, a meal allowance of \$18.

20. ANNUAL LEAVE

- 20.1. An employee other than a casual employee shall be entitled to four weeks annual leave after 12 months continuous service. Part time employees to be paid on a pro rata basis.
20.2. An employee other than a casual employee who has completed at least one month's continuous service may be granted annual leave on a pro-rata basis prior to the completion of a full twelve months service. The period of annual leave shall be deducted from the annual leave otherwise payable at the end of that period of twelve month's service.
20.3. An employee proceeding on any period of annual leave shall receive a loading of 17.5% of annual leave pay.
20.4. Approval of any application for pro-rata annual leave shall be subject to the Director's convenience and will not unreasonably affect the operation of the WWC but shall not be unreasonably withheld.
20.5. Any period of annual leave shall be exclusive of public holidays and if any such holidays fall within an employee's period of annual leave and is observed on a day which would have been an ordinary working day for the employee, 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.
- 20.6. The annual leave provided for in this clause shall be taken. Payment shall not be made or accepted in lieu of annual leave.
 - 20.7. Annual leave shall be given at a time determined by mutual agreement between the Director and the employee within a period not exceeding six months from the date when annual leave accrued, provided that such annual leave may be deferred by mutual agreement in writing between the Director and the employee.
 - 20.8. Should an employee not complete any period of twelve month's service, that employee shall on termination of employment, providing the employment has been continuous for one month or more, be entitled to pay in lieu of annual leave on a pro rata basis for each completed month of service.
 - 20.9. Where an employee falls sick or suffers an injury while on annual leave and a medical certificate is provided to the Director to show that the employee was incapacitated to the extent of being unable to perform normal duties, the employee shall be granted at a time convenient to the Director additional leave equivalent to the period of incapacity falling within the period of annual leave, provided that the incapacity is of at least five working days. Subject to sick leave credits, the period of certified incapacity shall be paid for and debited as sick leave.
 - 20.10. Temporary full-time and part-time employee's will be paid 17.5% annual leave loading on termination.

21. LONG SERVICE LEAVE

All employees shall be entitled to paid long service leave in accordance with the New South Wales Long Service Leave Act, 1955, as amended.

- 21.1 On retirement or termination a permanent employee will be entitled to be paid long service leave after five years of service on a pro-rata basis of three months for every ten years service. After five years service, pro rata Long service will not be paid if the employee is dismissed under clause 35.11, summary dismissal.

22. SICK LEAVE

- 22.1 In the event of a full time employee becoming sick (sick includes stress and mental ill health) and unfit for duty, the employee shall be entitled to sick leave on full pay:
 - (a) during the first year of service: 12 days per year;
 - (b) during the second, third and fourth years of service: 14 per year;
 - (c) each subsequent year of service: 21 days per year.
- 22.2. Not more than 3 days in any one period of sick leave may be taken without the production of a medical certificate.
- 22.3. An employee must take all reasonable steps to provide the Director with the earliest possible notice of absence from work.
- 22.4. If the full period of sick leave is not taken in any one year, such portion as is not taken shall be cumulative from year to year. There shall be no payment of portions of leave not taken on retirement or termination.

Part Day Absences

- 22.5. Where an employee is absent on sick leave for part of a day, leave credits shall be converted into hours on the basis of a seven hour day and leave taken to the nearest quarter of an hour should then be deducted from this total.

Sickness on a Flex Day



- 22.6. Where an employee is sick or injured on a flex day, there shall be no entitlement to sick pay and nor will sick pay entitlements be reduced as a result of the employee's sickness or injury on that day.

23. PUBLIC HOLIDAYS and CONCESSIONAL PAID HOLIDAYS

- 23.1 Employees shall be entitled, without loss of pay, to the following 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



- 23.2. In addition to the public holidays prescribed above, one additional public holiday shall apply to each employee on a day to be determined each year between the Director and the Employee.
- 23.3. Employees are entitled to five working days additional concession leave. This leave is to be taken on the days between Monday to Friday inclusive falling after Boxing Day and before New Years Day. The remaining concessional leave entitlement shall be taken on the day/days to be determined between the Director and the employee.
- 23.4. (a) Where Christmas Day falls on a Saturday or Sunday, the following Monday and Tuesday shall be observed as Christmas Day and Boxing Day respectively; and (b) Where New Year's Day falls on a Saturday or Sunday, the following Monday shall be observed as New Year's Day; and the said Saturday or Sunday shall be deemed not to be holidays.
- 23.5. An employee working on a public holiday or a concessional holiday shall be paid double time and a half for the time worked.
- 23.6. By agreement between the Director and the employees, another day may be substituted for any public holiday prescribed by this award.
- 23.7. Any indigenous Australian employee shall be entitled to NADOC Day as a public holiday without loss of pay.

24. CARER'S LEAVE

- 24.1. Use of Sick Leave

An employee, other than a casual employee, with responsibilities in relation to a class of person set out in 24.1. 3(ii) who needs the employee's care and support, shall be entitled to use, in accordance with this subclause, any current or accrued sick leave entitlement, provided for at Clause 22 of the Agreement, for absences to provide care and support, for each persons when they are ill. Such leave may be taken for part of a single day.

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

- 24.3. The entitlement to use sick leave in accordance with this subclause is subject to:
(I) the employee being responsible for the care of the person concerned; and
(ii) the person concerned being:

- (a) a spouse of the employee; or
- (b) a de facto spouse, who, in relation to a person, is a person of the either the opposite or same sex to the first mentioned person who lives with the first mentioned person on a bona fide domestic basis 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 relative of the employee who is a member of the same household, where here for the purposes of his 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.

- 24.4. An employee shall wherever practicable, give the employer notice prior to the absence of the intention to take leave, the name of the person requiring care and that person's relationship to the employee, the reasons for taking such leave and the estimated length of absence. If it is not practicable for the employee to give prior notice of absence, the employee shall notify the employer by telephone of such absence at the first opportunity on the day of absence.
- 24.5. **Unpaid Leave for Family Purpose**
An employee may elect, with the consent of the employer, to take unpaid leave for the purpose of providing care and support to a member of a class of person set out in 24.3 (ii) above who is ill.
- 24.6. **Annual Leave**
An employee may elect with the consent of the employer, subject to the Annual Holidays Act 1944, to take annual leave not exceeding five days in single day periods or part thereof, in any calendar year at a time or times agreed by the parties.
- 24.7. Access of annual leave, as prescribed in paragraph 24.6 above, shall be exclusive of any shutdown period provided for elsewhere under this agreement.
- 24.8. An employee and employer may agree to defer payment of the annual leave loading in respect of single day absences, until at least five consecutive annual leave days are taken.
- 24.9. **Time Off in Lieu of Payment for Overtime**
For the purpose only of providing care and support for a person in accordance with clause 24.1 above, and despite the provisions of 19.5 the following provisions shall apply.
- 24.10. **Make-up Time**
An employee may elect, with the consent of the employer, to work 'make-up-time', under which the employee takes time off ordinary hours, and works those hours at a later time, during the spread of ordinary hours provided in the award, at the ordinary rate of pay.
- 24.11. An employee on shift work may elect, with the consent of the employer, to work 'make up time' (under which the employee takes time off ordinary hours and works those hours at a later time), at the shift work rate which would have been applicable to the hours taken off.
- 24.12. **Rostered Days Off**



An employee may elect, with the consent of the employer, to take a rostered day off at any time.

- 24.13 An employee may elect, with the consent of the employer, to take rostered days off in part day amounts.
- 24.14 An employee may elect, with the consent of the employer, to accrue some or all rostered days off for the purpose of creating a ban to be drawn upon at a time mutually agreed between the employer and employee, or subject to reasonable notice by the employee or the employer.
- 24.15 **Paid Family Leave**
In addition to the leave outlined in Clause 24.1, an employee is entitled to use, up to 5 days per year in addition to any sick leave entitlement to provide care and support for such persons as mentioned in 24.3.
- 24.16 The employee shall, if required, establish by production of a medical certificate or statutory declaration, the illness of the person concerned.

24.17 **Grievance process**

In the event of any dispute arising in connection with any part of this clause, such a dispute shall be processed in accordance with the dispute settling provisions of this award.

25. **BEREAVEMENT LEAVE**

- 25.1. An employee shall, on the death of a "significant other", be entitled on notice to bereavement leave of up to 3 paid days, including the day of the funeral.
- 25.2. "A significant other" shall mean a spouse, partner, parent, step-parent, parent-in-law, child, brother, sister, mother-in-law or father-in-law, grandparent or close friend.
- 25.3. Reasonable proof of the death shall be furnished by the employee to the Director.
- 25.4. This clause shall have no operation if the period of entitlement to leave under it coincides with any other period of entitlement to leave.
- 25.5. Employees who are indigenous Australians shall be entitled to extended bereavement leave in accordance with the requirements of their culture and community.

26. **SPECIAL LEAVE**

- 26.1. An employee who is able to establish an obligation under indigenous custom and / or traditional law to participate in ceremonial activities, shall be granted special leave for the period specified in subclause 26.4.
- 26.2 An employee shall be on special leave in accordance with this clause where the employee can establish that although there is no entitlement to bereavement leave, the employee has an obligation in ceremonial activities due to the major indigenous family significance of a bereavement.
- 26.3. An employee who is entitled to bereavement leave and has fully utilised such leave, shall be on special leave in accordance with this clause where the employee can establish to the Director that there is an obligation to participate in ceremonial activities due to the major indigenous family significance of a bereavement.
- 26.4 For the purpose of this clause, an employee shall be on special leave for the period the employee can establish to the Director is necessary to fulfil the required obligation.
- 26.5 Special leave granted pursuant to this clause shall be unpaid leave.

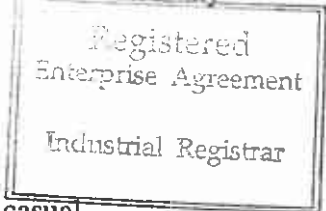
27. **JURY SERVICE**



- 27.1 An employee required to attend for jury service during ordinary working hours shall be reimbursed by the WWC an amount equal to the difference between the amount paid in respect of the employee's attendance for such jury service and the amount of wages the employee would have received in respect of the ordinary time the employee would have worked if not on jury duty.
- 27.2 An employee shall notify the Director as soon as possible of the date up on which there is a requirement to attend jury service. Further, the employee shall give the Director documentary proof of attendance, the duration of attendance and the amount received in respect of such jury service.

28. STUDY LEAVE

- 28.1. An employee shall be entitled, with the prior approval of the Director, for four hours study leave per week without loss of pay to attend personal studies relevant to the employee's work.
- 28.2. Study leave may be accumulated each semester and taken prior to any examination held at the end of the semester, provided that the maximum leave that may be accumulated in such circumstances is five working days.
- 28.3. Study leave may only be accumulated for the semester during which the course is underway. An employee shall not be entitled to any accumulated study leave during semester breaks. Any accumulated leave not taken at the end of each semester shall be forfeited.
- 28.4. All employees shall be entitled to paid leave on the day of examination for any approved course.



29. MATERNITY LEAVE

- 29. 1. For the purpose of this clause:
An employee shall include part-time employees but shall not include casual employees. Maternity leave shall include a period of twelve weeks paid maternity leave provided that the balance of maternity leave shall be unpaid, and shall include special maternity leave.

Eligibility for Maternity Leave

- 29.2. An employee who becomes pregnant shall, upon production of a certificate from a duly qualified medical practitioner stating the presumed date of confinement, be entitled to maternity leave , provided that she has had not less than 12 months continuous service with the WWC immediately preceding the date upon which she proceeds on such leave.

Period of Leave and Commencement of Leave

- 29.3. Subject to other provisions of this clause, the total period of maternity leave in respect of each pregnancy shall be up to 52 weeks, consisting of one or two unbroken periods (or more periods by agreement with the Director) or from 6 to 52 weeks each.
- 29.4. The total period of maternity leave shall be completed within 2 years from the date nominated by the employee as the commencement date.
- 29.5. An employee shall, not less than 10 weeks prior to the presumed date of confinement, give notice in writing to the Director stating the presumed date of confinement.
- 29.6. An employee shall give not less than 4 weeks notice in writing to the Director of the date upon which she proposes to commence maternity leave stating the period of leave to be taken.

- 29.7. An employee shall not be in breach of this clause as a consequence of failure to give the stipulated period of notice in accordance with subclause 29.6, if such failure is occasioned by the confinement occurring earlier than the presumed date.

Transfer to a Safe Job

- 29.8. Where in the opinion of a duly qualified medical practitioner, illness or risks arising out of the pregnancy or hazards connected with the work assigned to the employee make it inadvisable for the employee to continue at her present work, the employee shall, if the Director deems it practicable, be transferred to a safe job at the rate and on the conditions attaching to that job until the commencement of maternity leave.

If the transfer to a safe job is not practicable, the employee may, or the Director may require the employee to take leave for such period as is certified necessary by a duly qualified practitioner. Such leave shall be treated as maternity leave.

Variation of Period of Maternity Leave

- 29.9 Where the employee gives at least 14 days notice in writing of her intention to do so, any period of maternity leave may be shortened or lengthened; provided this is done only once within the total period of maternity leave (except by agreement with the Director) and does not extend that total period beyond 52 weeks or beyond 2 years from the commencement date of maternity leave.
- 29.10 When the employee applies at least 4 weeks in advance to do so, and obtains the Director's agreement she may commence on a period of leave without pay on completion of her total period of maternity leave.

Cancellation of Maternity Leave

- 29.11. Maternity leave, applied for but not commenced, shall be cancelled when the pregnancy of an employee terminates other than by the birth of a living child.
- 29.12 Where the pregnancy of an employee terminates other than by the birth of a living child, it shall be the right of the employee to resume work at a time nominated by the Director which shall not exceed 4 weeks from the date of notice in writing by the employee to the Director that she desires to resume work.

Special Maternity Leave and Sick Leave

- 29.13. Where the pregnancy of an employee not then on maternity leave terminates after 28 weeks other than by the birth of a living child then:
- (a) she shall be entitled to such period of unpaid leave (to be known as special maternity leave)
 - (b) for illness other than the normal consequences of confinement she shall be entitled, either in lieu or in addition to special maternity leave, to such paid sick leave as to which she is then entitled and to which a duly qualified medical practitioner certifies as necessary before her return to work.
- 29.14. Where an employee not then on maternity leave suffers an illness related to her pregnancy, she may take such paid sick leave as to which she is then entitled and such further unpaid leave (to be known as special maternity leave) as a duly qualified medical practitioner certifies as necessary before her return to work, provided that the aggregate of paid sick leave, special maternity leave and maternity leave shall not exceed 52 weeks.
- 29.15. An employee returning to work after the completion of a period of leave taken pursuant to this subclause shall be entitled to the position which she held immediately before such transfer. Where such position no longer exists but there are other positions available for which the employee is qualified and the duties of which she is

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capable of performing, she shall be entitled to a position as nearly comparable in status and salary or wage to that of her former position.

Maternity Leave and Other Leave Entitlements

- 29.16 Provided the aggregate of leave taken pursuant to this clause does not exceed 52 weeks an employee may, in lieu of or in conjunction with maternity leave, take any annual leave or long service leave or any part thereof to which she is then entitled.
- 29.17 Paid sick leave or any other authorised absences under this Agreement (excluding annual leave or long service leave) shall not be available to an employee during her absence on maternity leave.

Effect of Maternity Leave on Employment

- 29.18. 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 any purpose of this Agreement.

Termination of Employment

- 29.19. An employee on maternity leave may terminate her employment at any time during the period of leave by notice in writing given in accordance with this Agreement.
- 29.20 The WWC shall not terminate the employment of an employee on the grounds of her pregnancy or of her absence on maternity leave, but otherwise the rights of the WWC in relation to termination of employment are not hereby affected.

Return to Work After Maternity Leave

- 29.21 An employee shall confirm her intention of returning to her work by notice in writing to the Director given not less than 4 weeks prior to the expiration of her period of maternity leave.
- 29.22 An employee, upon the expiration of the notice required by subclause 29.22, shall be entitled to the position which she held immediately before proceeding on maternity leave, or in the case of an employee who was transferred to a safe job pursuant to subclause 29.9, to the position which she held immediately before such transfer. Where such a position no longer exists but there are other positions available for which the employee is qualified and the duties of which she is capable of performing, she shall be entitled to a position as nearly comparable in status and salary to that of her former position.
- 29.23. Where an employee applies to the Director at least 4 weeks prior to the commencement of maternity leave, and where the Director agrees, an employee may return to work on the basis of shorter weekly working hours than those which she worked immediately prior to commencement of maternity leave.

Replacement Employees

- 29.24. A replacement employee is an employee specifically engaged as such and as a result of an employee proceeding on maternity leave, provided however that a replacement employee does not have to fill the job vacated by the employee proceeding on maternity leave.
- 29.25. Before the Director engages a replacement employee, the Director shall inform that person of the temporary nature of the employment and of the rights of the employee who is being replaced.
- 29.26. Before the Director engages a person to replace an employee temporarily promoted or transferred in order to replace an employee exercising her rights under this clause, the Director shall inform that person of the temporary nature of the promotion or transfer.

- 30.7. An employee who commences employment with the WWC after the date of the employee's approval for adoption purposes shall notify the Director upon commencing employment and of the period of adoption leave which the employee proposes to take.
- 30.8. Provided that such employee shall not be entitled to adoption leave unless the employee has not less than 12 months continuous service with the WWC immediately preceding the date upon which the leave commences.
- 30.9. An employee shall, as soon as the employee is aware of the presumed date of placement of a child for adoption purposes, but not later than 14 days before such placement, give notice in writing to the Director of such date, and of the date upon which the employee intends to commence adoption leave and confirm the period of adoption leave to be taken.
- 30.10. An employee shall be entitled to commence adoption leave on the nominated date.
- 30.11. An employee shall not be in breach of this clause, either as a consequence of failure to give the stipulated period of notice or if the employee changes the date upon which the employee proposes to commence adoption leave, where the child becomes available for placement upon a date earlier than the presumed date of placement.
- 30.12. Where the employee gives at least 14 days notice in writing of the intention to do so, any period of adoption leave may be shortened or lengthened; provided this is done only once within the total period of adoption leave (except by agreement with the Director) and does not extend that total period beyond 52 weeks or beyond 2 years from the commencement date of adoption leave.
- 30.13. When the employee applies at least 4 weeks in advance to do so and obtains the Director's agreement, the employee may commence a period of leave without pay on completion of the employee's total period of adoption leave.

Cancellation of Adoption Leave

- 30.14. Adoption leave, applied for but not commenced, shall be cancelled should the placement of the child not proceed.
- 30.15. Where the adoption of a child by an employee then on adoption leave does not proceed or continue, the employee shall give written notification to the Director forthwith, and the Director shall nominate a time not exceeding 4 weeks from receipt of notification for the employee's resumption of work.

Special Leave

- 30.16. An employee who is seeking to adopt a child and who wishes to take unpaid leave to attend any interviews work shops, court attendances or medical examinations as are necessary or required for the purpose of adopting a child, shall give such notice as is reasonable but adequate in the circumstances to the Director of the employee's desire to take such special leave. The Director shall grant an employee unpaid special leave not exceeding 2 days in total (provided that up to 5 days unpaid leave may be taken by agreement between the Director and the employee). This special leave may be taken concurrently by both prospective adoptive parents.
For the purposes of this subclause child shall include a person under the age of 16 years.

Adoption Leave and Other Entitlements

- 30.17. Providing the aggregate of leave including adoption leave does not exceed 52 weeks an employee may, in lieu of or in conjunction with adoption leave, take any annual leave or long service leave or any part to which the employee is then entitled.
- 30.18. Paid sick leave or other paid authorised absences (excluding annual leave or long service leave) shall not be available to an employee during absence on adoption leave.

Effect of Adoption Leave on Employment



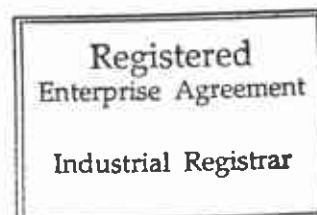
- 30.19. Notwithstanding any provision to the contrary, absence on adoption leave shall not break the continuity of service of an employee, but the period of leave shall not be taken into account in calculating the period of service for the purposes of this agreement.
- 30.20. An employee on adoption leave may terminate their employment at any time during the period of leave by notice given in accordance with this Agreement.
- 30.21. The Director shall not terminate the employment of an employee by reason of:
(a) a the application to adopt a child; or
(b) the absence of the employee on adoption leave, but otherwise the rights of the Director in relation to termination of employment are not hereby affected

Return to Work After Adoption Leave

- 30.22. Not less than 4 weeks prior to the expiration of the period of adoption leave an employee shall confirm in writing the date upon which the employee intends to return to work.
- 30.23. An employee, upon the expiration of notice required by 30.22, shall be entitled to the position held immediately before proceeding on adoption leave. Where such position no longer exists but there are other positions available for which the employee is both qualified and capable of performing, the employee shall be entitled to a position as nearly comparable in status and salary or wage to that of the employee's former position.
- 30.24. By written application by the employee no less than 4 weeks prior to the expiration of adoption leave, and with the agreement of the Director, an employee may return to work on the basis of shorter weekly working hours than those which were worked immediately prior to commencement of adoption leave.

Replacement Employees

- 30.25. A replacement employee is an employee engaged specifically as a result of an employee proceeding on adoption leave.
- 30.26. Before the Director engages a replacement employee, the Director shall inform that person of the temporary nature of he employment and of the rights pursuant to this Agreement of the employee being replaced.
- 30.27. Before the Director engages a person to replace an employee temporarily promoted or transferred in order to replace an employee exercising rights under this Agreement, the Director shall inform that person of the temporary nature of the promotion or transfer and of the rights pursuant to this Agreement of the employee who is being replaced.
- 30.28. Nothing in this clause shall be construed as requiring the Director to engage a replacement employee.
- 30.29. A replacement employee shall not be entitled to any of the rights conferred by this agreement where such employment continues beyond the 12 month's qualifying period.



31. TRAVELLING and MOTOR VEHICLE ALLOWANCE

31.1. An employee required to use their own vehicle on the WWC's business, the employee is to receive a vehicle allowance as follows:

Column 1	Column 2	Column 3	Column 4
	Engine capacity of motor vehicle not being a motor vehicle powered by a rotary engine	Engine capacity of motor vehicle powered by a rotary engine	Rate of allowance per kilometre
Item			
1	More than 3000 cubic centimetres	More than 1500 cubic centimetres	56.9 cents
2	More than 2000 cubic centimetres but not more than 3000 cubic centimetres	More than 1000 cubic centimetres but not more than 1500 cubic centimetres	54.4 cents
3	More than 1600 cubic centimetres but not more than 2000 cubic centimetres	More than 800 cubic centimetres but not more than 1000 cubic centimetres	52.7 cents
4.	1600 cubic centimetres	800 cubic centimetres	39 cents

31.2. An employee required to travel by any other means in connection with the employee's work shall be reimbursed all reasonable travel expenses so incurred with reasonable proof of such expenses to be provided by the employee to the Director.

31.3 If an employee has an accident in any vehicle in the course of employment, the WWC will pay any excess premiums required by the insurance company and any make upon the percentage of any no claims bonus.

31.3. Where an employee is called on duty at other than normal working hours, the employee shall be reimbursed the cost of fares. If the employee is using their own vehicle to travel between their home and the WWC, a travelling allowance shall be paid in accordance with subclause 3 1. 1.

31.4. Where an employee is required to work after 8 pm or at times and places where the use of public transport could reasonably be deemed to place the employee in a position of possible risk, a taxi may be provided at the Director's discretion from the place of work to the employee's home, or the Director may authorise the employee to use their own vehicle, in which case the employee shall receive a travelling allowance as set out in subclause 31.1.

31.5. An employee required to stay away from home overnight shall be paid the following allowances to cover the cost of lodging and meals:

- (a) breakfast: \$9;
- (b) evening meal: \$18;
- (c) accommodation in a capital city: \$104.05;
- (d) accommodation elsewhere: \$63.55.

32. FIRST AID

32.1. An employee who holds a current first aid certificate issued by the St John's Ambulance or Australian Red Cross Society or equivalent qualification and who is



- required by the Director to perform first aid duty at the workplace, shall be paid an allowance of \$7.70. per week.
- 32.2. The Director shall ensure that at least one employee shall have a current first aid certificate.
- 32.3. A first aid kit as recommended by St John's Ambulance or other recognised body shall be provided and maintained.

33. GRIEVANCE PROCEDURE

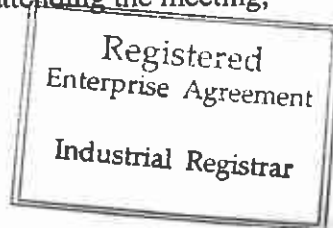
- 33.1 Subject to the NSW Industrial Relations Act 1996, as amended, any dispute or grievance arising out of the operation of this Agreement, other than a dispute or grievance arising directly from the Director's concern about an employee's work performance or conduct, shall be dealt with in the following manner
- 33.2. In the first instance, the employee shall attempt to resolve the grievance with other employees or with the Director and the employee shall be entitled to have a Union representative present if the employee so desires.
- 33.3. Where any such attempt at settlement has failed or where the dispute or claim is of such a nature that a direct discussion between the employee and the Director would be inappropriate, the employee may notify a duly authorised State representative of the Union who if she / he considers that there is some substance in the dispute or claim, may take the matter up with the Director, and a meeting shall be arranged.
- 33.4. The arrangement of a meeting under subclause 33.3 shall take place within seven working days of notification to the Director of a dispute or grievance.
- 33.5. While the above conciliatory procedure is being followed, work shall continue normally where it is agreed there is an existing custom, but in other cases, work shall continue on the instruction of the Director. No party shall be prejudiced as to the final settlement by the continuation of work in accordance with this clause.

34. COUNSELLING AND DISCIPLINARY PROCEDURES

- 34.1. The Board of the WWC shall nominate one or two representatives who shall be responsible for counselling and disciplining employees.

First Meeting

- 34.2. Where the Director has serious concerns about the work performance or conduct of an employee, a representative from the Board shall notify the employee at least one day in advance that the employee is to be counselled. A counselling session shall be conducted on a one to one basis, at a mutually agreed time as soon as possible (but no more than two weeks unless in exceptional circumstances) afterwards.
- 34.3. Where the Union notifies the representative that in Its view such counselling session is not appropriate in the circumstances it may seek a meeting with the representative in lieu of one. Such a meeting will then be held as soon as possible at a mutually agreed time (but not later than two weeks from the date it is requested unless in exceptional circumstances), and shall consist of an equal number (unless otherwise agreed) of one or two representatives of each party.
- 34.4. At such counselling session or meeting, the Board representative(s) shall outline their concerns to the employee/Union. Where it is agreed that a serious problem exists, the meeting shall attempt to reach agreement on action to resolve the problem and , where appropriate, a timetable for review of the action taken.
- 34.5. Unless it is agreed that a serious problem does not exist, the parties shall separately or jointly prepare (as soon as possible afterwards) a record of the relevant facts and the outcome of the meeting, to be placed on the employee's personal file. This record shall remain strictly confidential between the parties attending the meeting,



- except by agreement between the parties. The employee's personal file shall be kept in a secure place and shall be accessible to all parties present at the meeting.
- 34.6. Where the parties agree that there is no longer cause for serious concern or that no further action is warranted, this shall be jointly stated on the employee's personal file soon as possible afterwards. Unless the same problem arises within six months thereafter, all references to the problem shall then be deleted from the file.

Second Meeting

- 34.7. Where it was agreed that action to deal with the problem should be reviewed or where after a reasonable time period (normally at least four weeks) the Director still has serious concerns about the same matter, a further counselling session or meeting shall be held on the basis outlined above.
- 34.8. Where the concerns relate to allegations of harassment or intimidation on the basis of gender, sexuality or physical disability, subclause 34.7 shall not apply.

Written Warning

- 34.9. Where in the opinion of the Director, the second meeting has not resolved concerns about the matter, and agreement has not been reached on a further plan of action to deal with the problem, the Director shall after a second meeting, issue a written warning to the employee that disciplinary action will be taken, and / or the employee's employment may be terminated by the Director unless the employee's performance or conduct is satisfactory by the end of a period of at least four weeks after the warning is issued. The warning shall outline the Director's concerns, the facts relied upon to justify the warning, the length of the warning period, and the action which the Director proposes to take if the performance or conduct is not satisfactory by the end of this period. A copy of this clause of the Agreement shall be attached and a copy of the warning shall be sent promptly to the Union.
- 34.10. Where after the second meeting above, the same problem persists or arises again within six months of that meeting, the Director may take action in accordance with subclause 34.9, or may recommend the process by seeking a first meeting in accordance with this clause.

Disputes Concerning a Written Warning

- 34.11. Where a written warning has been written to an employee, and the Union notifies the Director that it has serious concerns regarding the warning, a meeting shall be held as soon as possible at a mutually agreed time, but no more than two weeks after the issuing of the warning unless in exceptional circumstances, between an equal number of Board and Union representatives, unless otherwise agreed.
- 34.12. Where the Union notifies the Director that it has serious concerns about any other aspect of the procedure followed by the Director in relation to this clause, the procedure outlined in subclauses 34. 11 shall be followed.
- 34.13. Where the procedure outlined in this clause fails to settle the dispute, the Union or the Director may seek to have any dispute related to this clause referred to the Industrial Relations Commission of New South Wales.
- 34.14. The dispute, if not resolved by conciliation, shall be referred to the Industrial Relations Commission of New South Wales.

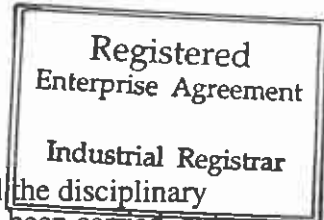
Disciplinary Action and Termination of Employment

- 34.15. Except in circumstances justifying instant dismissal , no action shall be taken by the Director to discipline or terminate the employment of an employee on the grounds of the Director's concern regarding employee performance or conduct unless the procedures in this clause have first been followed. Disciplinary action shall not be contrary to, or prejudice the employee's rights and entitlements under this agreement.

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34.16. The Director may, in exceptional circumstances (such as a charge of physical harassment made against an employee), suspend an employee on full pay or direct the employee to perform different duties, but under the employee's existing agreement conditions, commencing after the first meeting as described in this clause. The period of and reasons for such action shall be given to the employee at the time of suspension or transfer, in writing, and subclauses 34.12, 34.14 and 34.16 shall apply in respect of disputes concerning the notification. No employee shall otherwise be suspended on grounds of the Director's concern regarding conduct or performance.

35. TERMINATION OF EMPLOYMENT



Termination Process

- 35.1 Subject to subclause 35.2, termination shall not proceed until the disciplinary procedure established in accordance with subclause 35.2 has been carried out.
- 35.2 Nothing in this procedure shall restrict the Director's right to summarily dismiss an employee pursuant to subclause 35.12 where this is justified.

Notice of Termination by Director

35.3. In order to terminate the employment of an employee, the Director shall give the employee notice according to the following scale:

Period of continuous service	Notice Period under 45 years	Notice Period 45 years and over
Less than 1 year	2 weeks	2 weeks
1 year and less than 3 years	3 weeks	3 weeks
3 years and less than 5 years	3 weeks	4 weeks
5 years and over	4 weeks	5 weeks

- 35.4. Payment in lieu of the notice prescribed 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.
- 35.5. In calculating any payment in lieu of notice the wages an employee would have received respect of the ordinary time which would have been worked during the period of notice had the employment not been terminated shall be used.
- 35.6. The period of notice in this clause shall not apply in the case of conduct which justifies instant dismissal or in the case of casual or fixed term employees.

Notice of Termination by Employee

35.7. In order for an employee to terminate employment, the employee shall give the Director two weeks notice in writing, or the forfeiture of two weeks pay in lieu of notice.

Time off During Notice Period.

35.8. Where the Director has given notice of termination to an employee, an employee shall be allowed up to one day's time off without loss of pay for the purpose of seeking other employment. The time off shall be taken at times that are convenient to the Director.

Certificate of Service

35.9. Upon termination of employment for any reason whatsoever, the Director shall give the employee a certificate of service in the following form:
 (a) Employee's name;

- (b) Period of employment;
 - (c) Title of position;
 - (d) Salary scale;
 - (e) Nature of work (including if applicable, details of numbers of other staff supervised by the employee);
 - (f) Name of employer Organisation:
- Signature of President;
Date



Summary Dismissal

- 35.10. Notwithstanding the provisions of this clause, the Director shall have the right to summarily dismiss any employee without notice for misconduct which justifies instant dismissal, and in such cases the wages shall be paid up to the time of dismissal only.

Unfair Dismissal

- 35.11. Termination of employment by the Director shall not be harsh, unjust or unreasonable.
- 35.12. For the purpose of this clause, termination of employment shall include terminations with or without notice.
- 35.13. Without limiting the above, except where a distinction, exclusion or preference is based on the inherent requirements of a particular position, termination on the grounds of race, colour, sex, marital status, sexual preference, age, family responsibilities, pregnancy, religion, political opinion, national extraction and social origin shall constitute a harsh, unjust or unreasonable termination of employment.

Dispute Settlement Procedure - Unfair Dismissal

- 35.14. The dispute, if not resolved by conciliation, shall be referred to the NSW Industrial Relations Commission for arbitration in accordance with the Act and the jurisdiction of the Commission of NSW.

36. INTRODUCTION OF CHANGE

Employer's Duty to Notify

- 36.1. Where the WWC has made a definite decision to introduce major changes in program, structure or technology that are likely to have significant effect on employees, the Director shall notify the employees who may be affected by the proposed changes and the Union.
- 36.2 "Significant effects" include termination of employment, major changes in the composition, operation or size of the WWC's workforce or in the skills required; the elimination or diminution of job opportunities: promotion opportunities or job tenure; changes in the designation of staff positions; alteration to hours of work; the need for retraining or transferring of employees to other work or locations and the restructuring of jobs.

Duty to discuss change

- 36.3 The Director shall discuss with the employees affected and the Union inter alia, the introduction of the changes referred to in sub clause 36.2, the effects such changes are likely to have on employees, 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.

- 36.4 The discussions shall commence as early as practicable after a definite decision has been made to make the changes referred to in sub clauses 36.1 and 36.2.
- 36.5 For the purposes of such discussion the Director shall provide in writing 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 the Director shall not be required to disclose confidential information the disclosure of which would be inimical to the WWC's interests.

37. REDUNDANCY

Discussions before terminations

- 37.1 Where the WWC for any reason, including the cessation or reduction of grant funding, has made a definite decisions that it no longer wishes the job the employee has been doing to be done by anyone and that decision may lead to termination of employment the Director shall hold discussions with the employees directly affected and with the Union.
- 37.2 The discussion shall take place as soon as practicable after the WWC has made a definite decision which will invoke the provisions of sub clause 37.1 and shall cover, inter alia, any reasons for the proposed terminations, measures to avoid or minimise terminations and measures to mitigate any adverse effects of any terminations on the employees concerned, including employees on fixed term contracts.
- 37.3 For the purposes of the discussion, the Director shall, as soon as practicable, provide in writing to the employees concerned and the union all relevant information about the proposed terminations including the reasons for the proposed terminations, the number of categories of employees likely to be affected and the numbers of workers normally employed and the period over which the terminations are likely to be carried out. Provided that the Director shall not be required to disclose confidential information the disclosure of which would be inimical to the WWC's interests.

Transfer to lower paid duties

- 37.4 Where an employee is transferred to lower paid duties for reasons set out in subclause 37.1, the employee shall be entitled to the same period of notice of transfer as would have been the case if the employment had been terminated and the Director may at the Director's option make payment in lieu thereof, an amount equal to the difference between the former ordinary rate of pay and the new lower ordinary time rates for the number of weeks of notice still owing.

Severance pay

- 37.5 In addition to the period of notice prescribed for ordinary termination, and subject to further order of the Commission an employee whose employment is terminated for reasons set out in sub clause 37.1 shall be entitled to the following amount of severance pay in respect of a continuous period of service.

Period of continuous service	Redundancy pay under 45 years	Redundancy pay 45 years and over
1 year or less	Nil	Nil
Over 1 year and less than 2 years	4 weeks	5 weeks
2 years and less than 3 years	7 weeks	8.75 weeks
3 years and less than 4 years	10 weeks	12.5 weeks
4 years and less than 5 years	12 weeks	15 weeks



years		
5 years and less than 6 years	14 weeks	17.5 weeks
Over 6 years	16 weeks	20 weeks

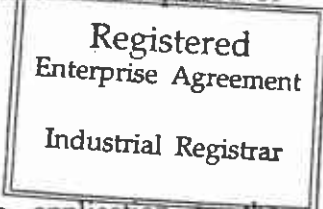
"Week's pay" means the employees current ordinary time hourly rate of pay multiplied by the average of weekly hours (excluding overtime) worked over the past 52 weeks. Provided that the severance payments shall not exceed the amount the employee would have earned if employment with the WWC had proceeded to the employee's normal retirement date.

Advice to employees of future vacancies.

37.6 Where within one year from the date on which a particular employee is made redundant because of a cessation or reduction in grant funding, grant funding is restored to the WWC, or the WWC 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 Director shall take all reasonable steps to notify the employee of the vacancy.

Employee leaving during notice

37.7 An employee whose employment is terminated for reasons set out in sub clause 37.1, may terminate employment during the period of notice, and if so, shall be entitled to the same benefits and payments under this clause had the employee remained with the WWC until the expiration of such notice. Provided that in the circumstances, the employee shall not be entitled to payment in lieu of the remainder of the period of notice.



Alternate employment

37.8 The WWC, in a particular redundancy case, may make application to the Commission to have the general severance pay prescription varied if the WWC obtains acceptable alternative employment for an employee.

Time off during notice period

37.9 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 for the purpose of seeking other employment.

37.10 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 Director, be required to produce proof of attendance at an interview or no payment shall be made for the time absent. For the purpose a statutory declaration will be sufficient.

Notice to Commonwealth Employment Service

37.11 Where a decision has been made to terminate employees in the circumstances outlined in sub clause 37.1, the Director shall notify the local office of the Commonwealth Employment Service 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.

Employees Exempted

- 37.12. This clause shall not apply to employees with less than one years continuous service and the general obligation of the WWC should be no more than to give relevant employees an indication of the impending redundancy at the first reasonable opportunity and to take such steps as may be reasonable to facilitate the obtaining by the employees of suitable alternative employment.
- 37.13. This clause shall also not apply where employment is terminated as a consequence of conduct that justifies instant dismissal including malingering, inefficiency, or neglect of duty in the case of casual employees or fixed term employees, or to those on transfer on leave without pay from the Australian Public Service.

Incapacity to pay

- 37.14. The WWC, in a particular redundancy case, may make application to the Commission to have the general severance pay prescription varied on the basis of an incapacity to pay.

38. UNION DELEGATES

- 38.1. "Union delegate" shall mean a job delegate; workplace delegate; equal employment opportunity representative and / or health and safety representative.
- 38.2. The Union shall notify the Director of an employee appointed as a union delegate.
- 38.3. An employee appointed as a union delegate shall be recognised by the WWC as the accredited representative of the Union at the workplace.
- 38.4. A union delegate shall be allowed reasonable time during working hours to make representations to the Director on matters affecting the employees the delegate represents.
- 38.5. A union delegate shall be allowed reasonable time to attend to matters affecting the Union or employees and to consult with employees.



39. Child care

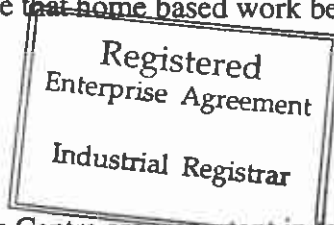
- 39.1 Where an employee requires child care during working hours that employee shall be entitled to apply to either:
- (a) bring the child or children to work at the discretion of the Director, or as delegated;
 - (b) work from home for limited periods with approval of the Director, or as delegated.
- Where the employer receives approval to work from home, they may also apply to the Director for permission to use WWC equipment, such as computers, faxes and modems at their home.
- 39.2 Child Care is defined as day care for children less than school age and school holiday care and out of school hours care for other dependant children.
- 39.3 This clause shall not be used as a basis of unfavourable discrimination in employing persons requiring child care.

40. Home Based Work

- 40.1 By agreement between the employer and an employee, work may be performed at home. No employee will be required by the employer to work from home. The terms of such agreement shall confirm with the minimum standards contained in the Home Based Work Principle attached to this agreement in Schedule 1.
- 40.2 The principles of such agreement shall be that the work performed be at no additional cost to the employee; no liability for costs incurred in the course of conducting business shall accrue to the employee; shall have regard to the requirements to provide

a safe and healthy working environment; and shall not adversely impact on career opportunities or training.

- 40.3 Employees working from home shall maintain and complete a log book recording hours of work in order to comply with insurance requirements.
- 40.4 Employees working from home shall be required to attend the principal place of work at least once per week. Part-time employees would be required to attend the principal place of work at least once per fortnight.
- 40.5 Employees, where it is reasonable to do so, shall be able to work from home as needed. Where an employee is working from home, adequate child care arrangements should be in place. It is not the intention of this clause that home based work be used as an alternative to the provision of child care.



41. Community Language Allowance

- 41.1. Bilingual and bicultural staff at the Working Women's Centre are important in terms of the WWC effectively reaching women from all ethnic and cultural backgrounds. Staff who use community language skills in carrying out their work may be eligible for the WWC community language allowance.
- 41.2 The WWC community language allowance is paid to employees who use skills in languages other than English in their duties. These languages may include all community languages used by frequent Centre users or target groups, including Aboriginal or Torres Strait Islander languages, and Auslan or other forms of communication for the hearing impaired.
- 41.3 The allowance will be paid at the discretion of the Director from the date when it has been determined:
 - (a) that an identifiable and continuing regular need for the particular language skills exists
 - (b) that the staff person with those particular skills uses them frequently (on a weekly basis) in the course of her normal duties
 - (c) that the employee's language skills reach the required standard (see below)

41.4 Standards for language qualifications held and rate to be paid:

WWC Community Language Allowance	NAATI Language aide test or equivalent (eg State Government)
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Until such time as the staff member has their language assessed through NAATI or an equivalent body, the allowance can be paid upon the Director certifying that the staff member uses the language skills to meet the on-going requirements of the workplace. However, the employee should be assessed as soon as possible, at the Centre's cost.

- 41.5 **Rate:** \$20/week, to be indexed in line with any wage increase, or reviewed in the context of enterprise bargaining. The allowance can be paid for a short period when a particular language is called on frequently, or on an on-going basis.

42. SAVINGS CLAUSE

- 42.1. Nothing in this agreement shall be deemed or construed to reduce the contingent rights to any forms of leave including sick leave, annual leave, long service leave or unpaid parenting leaves which any employee may have accrued, prior to the introduction of the agreement.
- 42.2. Provided that the accrued sick leave entitlements of any employee accrued prior to the introduction of the agreement, has been credited with sick leave in respect of any period of service on or after the date of effect of this agreement shall have their sick leave entitlement reduced by the amount of leave so credited.
- 42.3. Nothing in this agreement shall be deemed or construed to reduce the entitlements any employee may have under any other award, agreement or contract of employment.



SCHEDULE 1

Registered
Enterprise Agreement
Industrial Registrar

HOME BASED WORK - PRINCIPLES

Home based work is an innovative response to the opportunities presented by changes in technology as well as issues including greater flexibility of working hours and matters involving persons with family responsibilities.

It is not an alternative to dependent care including childcare but will suit many people who wish to achieve greater flexibility between home and work. Staff will not be able, for example, to work at home whilst there is a requirement for them to also provide primary care. In these instances we would expect the employee to continue to utilise existing child care arrangements. These employees would however, have the advantage of reduced hours at the centre due to less travelling time.

Home based work has already been successfully introduced in the Australian Public Service, Telstra and other public and private companies and WWC now has the opportunity to implement this innovative and flexible method of work.

Selection Criteria

The home based employees will be selected by mutual agreement between the employer and the employee. The criteria used for the selection will be:

- (1) must be well skilled, self motivated and not reliant on supervision;
- (2) must be able to provide a secure noise free environment with sufficient space to install necessary equipment and furniture.

Insurance

The equipment supplied by the employer will be insured by the employer. Depending on the circumstances personal harm to a visitor to the home based work site will be covered either by public liability or by the employer. Any damage caused by faulty equipment supplied by the employer will be covered by the employer.

Equipment

The employer is responsible for the provisions and maintenance of equipment including ergonomic furniture, modems and computer terminals.

Career Development

Home based employees will have the same opportunities for career development and training as office based employees.

Union Notice Board

The employer will ensure ASU information and/or notices are communicated either electronically, wherever practical, or by post.

Termination and Renegotiation

As participation in home based work is entirely voluntary no employee shall be forced to continue working from home should circumstances so warrant.

Provided that neither party shall unreasonably withhold agreement to alter or discontinue the arrangement, either party (the employer or the employee) may terminate working from home with ten days notice in writing.

Termination of the arrangement will be given by the employer;

- (1) on the ground of inefficiency, or;
- (2) due to operational requirements, or;
- (3) on the grounds of a violation of security arrangements.



Should home based work be terminated for any of the above reasons, the employee will re-commence in the office based site.

Should operational requirements necessitate a temporary relocation of the employee into the office work site one clear day's notice shall be given.

Should an employee be found to be inefficient working from home all efforts will be made by the employer to assist the employee regain efficiency prior to any termination of the arrangement.

Hours of Work

Home based employees will be part-time employees and covered under the terms of the WWC Enterprise Bargaining Agreement 1998.

Each employee will be given a roster to work which may be varied in accordance with the Agreement. Depending on individual and employer requirements, it will contain between 1 and 4 days per month when the home based employee is required to attend the office work site. In cases when other than operational requirements necessitate the change of work site, 2 days notice shall be given of the change. It is understood that the number of days to attend the office will be trialed and may change in order not to disadvantage the staff member's training opportunities, supervisor assistance and work place interaction requirements.

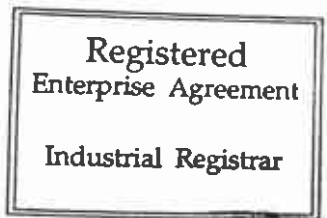
Access Arrangements

Access to the home based work site will be necessary in some instances.

Unless urgent access is required, one clear day's notice will be given to attend the home based work site. Attendance at the home based work site shall be restricted to normal roster hours.

Urgent access includes:

- maintenance of faulty equipment;
- Occupational Health and Safety purposes;
- urgent security and audit purposes.



Non urgent access includes:

- routine maintenance of equipment;
- assessing and monitoring security arrangements;
- routine Occupational Health and Safety assessments;
- access by supervisor where office based supervision would not be adequate.

Security

Home based employees will be responsible for the security of their equipment.

The employee must therefore take steps to deny family/friends access to the work area whilst working.

Care must be taken to ensure family/friends cannot gain access to the computer at all times.

Occupational Health and Safety

Both the employer and the employee are required to comply with Occupational Health and Safety legislation.

The employer will need to comply with its duties under the legislation by ensuring that home based work sites conform with minimum health and safety standards. This will include the equipment in use, the work environment (eg. lighting, air quality, ergonomic issues, etc) safe access and egress, appropriate training and ongoing monitoring of the work site. An inspection of the premises will be undertaken to ensure that work can be carried out in a safe manner.

Employees will be required not to place at risk their own health and safety or the health and safety of any other person.

Workers Compensation

Any employees participating in home based work will be covered by Workers Compensation legislation.

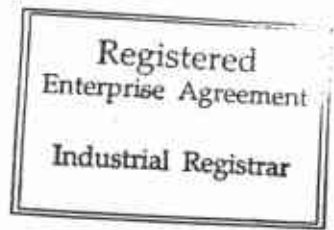
Councils

It is not our view that Councils view home based work as "conducting a business", however, it is advisable that participants enquire with their local Council.

Taxation

Implications with regard to taxation will vary according to individual circumstances. It is advisable for each employee to seek independent taxation advice. However the following advice is provided.

Income Tax Ruling IT 2673 would generally apply to this group of staff. Capital Gains Tax applies only to property acquired after September 1985 and there is usually an exemption for a principal residence depending on the nature of the income producing activities conducted in it and the role of the dwelling in those activities. The key criteria on which the Australian Taxation Office relies is whether a particular part of the dwelling;



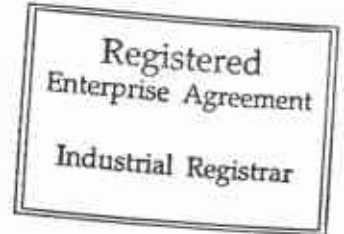
- (1) is set aside exclusively as a place of business;
- (2) is clearly identifiable as a place of business;
- (3) is not readily suitable or adaptable for use for private or domestic purposes in association with the dwelling generally.

From the above factors it would indicate that home based work would not satisfy the "character of a place of business" and therefore the principal residence should not attract Capital Gains Tax.

Other Matters

Any measurable increase in the cost of power/lighting at the home based work site will be met by the employer.

Signed for on behalf of the NSW Working Women's Centre



Diamek. Fruin

1/7/98

Di Fruin
Chair

Date

Caroline Alcorn

1/7/98

Witness

Date

Signed for and on behalf of the Australian Services Union of New South Wales

Alison Peters

3/6/98

Alison Peters
Branch Secretary

Date

Melanie Haupt

3/6/98

Witness

Date

Registered
Enterprise Agreement
Industrial Registrar

Signed for on behalf of the Federated Clerks Union of Australia - New South Wales
Branch



13.8.98

Michael Want
Branch Secretary

Date



13.8.98

Witness

Date