

**REGISTER OF
ENTERPRISE AGREEMENTS**

ENTERPRISE AGREEMENT NO: EA01/254

TITLE: Wagga Women's Health Centre Inc (WWHC) Enterprise Agreement

I.R.C. NO: 2001/4177

DATE APPROVED/COMMENCEMENT: 19 July 2001

TERM: 12 months

**NEW AGREEMENT OR
VARIATION:** New

GAZETTAL REFERENCE: 7 September 2001

DATE TERMINATED:

NUMBER OF PAGES: 15

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

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

WAGGA WOMEN'S HEALTH CENTRE INC (WWHC) ENTERPRISE AGREEMENT

1. TITLE

The title of this agreement is the Wagga Women's Health Centre inc. (WWHC) Enterprise Agreement

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3. PARTIES TO AGREEMENT

This agreement is made in accordance with:

- 3.1 The provision of section 32-47 of the Industrial Relations Act 1966; and,
- 3.2 the Principles for approving enterprise agreements as provided by section 33(1) of the Act.
- 3.3 The parties to this Agreement are Wagga Women's Health Centre Inc. (WWHC) and the Australian Service Union of NSW.

4. INCIDENCE

This agreement regulates the terms and conditions of employees and will operate in conjunction with the Social and Community Services (State) Award and the Clerical and Administrative Employees (State) Award. The Agreement will prevail to the extent of any inconsistency.

5. TERM

This Agreement shall operate from date of approval by the NSW Industrial Relations Commission and shall remain in force for twelve months.

6. ENGAGEMENT OF EMPLOYEES

- 6.1 All employees are subject to a three-month trial period from commencement of employment.
- 6.2 All prospective employees are subject to a Criminal Records check and confirmation of the offer of employment will depend on the outcome of the Criminal Records check.
- 6.3 All workers are to conform to the WWHC Confidentiality Policies and Procedures, failure to do so may result in dismissal.
- 6.4 All employees are subject to an annual performance review. Performance reviews may be conducted more frequently if considered necessary.

7. WAGE RATES

- 7.1 Wage rates will be determined with reference to the appropriate award and increased on the amount payable under the Safety Net Review of the Australian Industrial Relations Commission.
- 7.2 Wage rates payable at WWHC are higher than the rates of pay in the Social and Community Services Employees (State) Award, having been based upon the Recommended Rates previously published by the Union. This differential will be maintained by increasing wages by the amount awarded through the Safety Net Reviews.



7.3 This wage structure will continue until the award is superseded by a new award providing wage rates higher than those currently paid at WWHC, at which time wages will be paid according to the new award.

7.4 Sessional workers are paid in accordance with the provision for casual workers under the appropriate Award. The rate includes the casual loadings under the award. Sessional workers do not receive paid sick leave, holidays or public holidays.

7.5 Where service workers are offered payment by an outside agency in the course of their duties with WWHC, this money is to be credited to the WWHC and the WWHC pays the worker their usual wages.

8. TIME IN LIEU

8.1 Employees who work additional hours are entitled to an equivalent amount of time off in lieu of payment at single rates, to be taken at a time convenient to the WWHC.

8.2 Where possible time in Lieu should be taken within one month of being accrued, and at a time agreed to by the Management Committee. Time in lieu will be recorded separately from normal working hours.

8.3 Time in lieu may be taken in advance of being accrued, up to a maximum of ten hours. On termination of employment the Centre is to be reimbursed for any monies outstanding due to the Time in Lieu being taken in advance.

9. SUPERANNUATION

Contributions to superannuation will be made in accordance with the Superannuation Guarantee Act.



10. ANNUAL LEAVE

10.1 Annual leave shall be granted and paid in accordance with the terms of the Annual Holidays Act 1994, with the following exceptions.

10.2 On termination of employment, payment shall be made for untaken leave, including the 17.5% loading.

10.3 Annual Leave is to be taken at a time determined by the worker in consultation with the WWHC.

10.4 All leave loading entitlements due are to be paid annually in December.

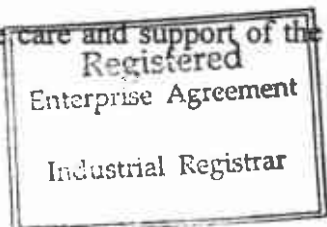
11. SICK LEAVE

- 11.1 Employees are entitled to two weeks sick leave (Full Time Equivalent/part time pro rata per year) on full pay when unfit for work.
- 11.2 Sick leave shall accumulate from year to year, on a pro rata basis.
- 11.3 Illness occurring during annual leave, which exceeds two (2) days, where a medical certificate is produced or the collective is otherwise satisfied, shall be regarded as sick leave and the annual leave entitlement will be reimbursed.
- 11.4 A worker will provide a certificate, if requested by the Management Committee, after four (4) consecutive days absence, such certificate to be provided within two (2) weeks of returning to work.
- 11.5 All full time and part time employees with a start date prior to 23 August 2000 shall be paid for untaken sick leave at the time of termination of employment.

12. PERSONAL/CARERS' LEAVE

12.1 Use of sick leave

- (a) An employee with responsibilities in relation to a class of person set out in (c) (ii) who needs their care and support shall be entitled to use, in accordance with this subclause, any sick leave entitlement which accrues after (insert date award is varied or made) for absences to provide care and support for such persons when they are ill.
- (b) The employee shall, if required, establish by production of a medical certificate or statutory declaration, the illness of the person concerned.
- (c) The entitlement to use sick leave in accordance with this subclause is subject to:
- (i) the employee being responsible for the care and support of the person concerned; and
 - (ii) the person concerned being:
 - (a) a spouse of the employee; or
 - (b) a de facto spouse, who, in relation to a person, is a person of the opposite sex to the first mentioned person who lives with the first mentioned person as the husband or wife of that person on a bona fide domestic basis although not legally married to that person; or
 - (c) a child or an adult child (including an adopted child, a step child, a foster child or an ex-nuptial child), parent



(including a foster parent and legal guardian), grandparent, grandchild or sibling of the employee or spouse or de facto spouse of the employee; or

- (d) a same sex partner who lives with the employee as the de facto partner of that employee on a bona fide domestic basis; or
- (e) a relative of the employee who is a member of the same household, where for the purpose of this paragraph:
 1. "relative" means a person related by blood, marriage or affinity
 2. "affinity" means a relationship that one spouse because of marriage has to blood relatives of the other; and
 3. "household" means a family group living in the same domestic dwelling.

(d) An employee shall, wherever practicable, give the employer notice prior to the absence of the intention to take leave, the name of the person requiring care and their relationship to the employee, the reasons for taking such leave and the estimated length of absence.

12.2 Unpaid leave for family purpose

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

12.3 Annual leave

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

12.4 Time Off in lieu of payment for overtime

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

12.5 Make-up time

- (a) An employee may elect, with the consent of their employer, to work "make-up time", under which the employee takes time off ordinary hours, and works those hours at a later time, during the spread of ordinary hours provided in the award, at the ordinary rate of pay.

13. **CHRISTMAS CLOSURE**

- 13.1 The WWHC shall close for two (2) weeks at Christmas. This period includes the stipulated public holidays of Christmas Day, Boxing Day and New Years Day.

- 13.2 (i) All full time and part time employees, with a start date prior to 23 August 2000 shall receive their full pay for this period if they have worked the full year previously and pro rata for the number of months worked for those who have not worked the full year previously.

(ii) Such paid leave shall not detract from annual leave or other leave entitlements.

14. **COMPASSIONATE LEAVE**

- 14.1 The Management Committee may grant one (1) weeks paid leave, in any one year, in special circumstances, such as death, serious illness or trauma occurring with family members or close friends.

15. **UNPAID LEAVE**

- 15.1 Leave without pay is available on negotiation with the Management Committee.

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- 15.2 No leave entitlements (eg, annual leave, sick leave, long service leave or maternity leave) shall accrue during a period of unpaid leave.

16. LONG SERVICE LEAVE

- 16.1 Long Service Leave for each worker employed shall be in accordance with the *Long Service Leave Act 1955*, with the following exceptions:

- 16.2 All full time and part time employees with a start date prior to 23 August 2000 shall, after five years service, be entitled to the following:

(a) leave may be accumulated after falling due, to be taken at a time suitable to both parties

(b) leave may be taken on a pro-rata basis

(c) leave will be paid out on termination of employment (except gross misconduct).

- 16.3 For the purpose of accumulation of long service leave, an account will be set in the name of the Wagga Women's Health Centre. The account is to be a savings investment account. It is to be audited every year, every contribution to be accounted for. No interest is payable to workers for accumulation of long service leave.

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17. PARENTAL LEAVE

- 17.1 Unpaid maternity leave/adoption leave shall be in accordance with the *NSW Industrial Relations Act 1996*.

18. STUDY LEAVE

- 18.1 Workers may have up to 2 hours paid study leave per university week to attend any course considered by the Management Committee as relevant to their work, provided the Centre is adequately staffed.

- 18.2 Study leave may have to be renegotiated if the financial situation of the Centre does not allow for study leave to be paid.

- 18.3 Study leave may be used in a cumulative manner, with negotiation, throughout the semester, eg for residentials

- 18.4 At the end of each semester, any accumulated unused study leave shall be forfeited.

- 18.5 Paid leave may also be granted to attend examinations.

19. JURY LEAVE

- 19.1 Leave will be granted to attend jury service. Where payment for such service is less than normal salary, the Centre shall make up the difference.
- 19.2 Employees shall notify the Centre as soon as possible of the date upon which they are required to attend for jury service and if requested shall provide proof of the duration of attendance and the amount received in respect of such service.

20. CIVIL LIABILITY

- 20.1 The Incorporated Body shall ensure appropriate policies are current for workers in respect of any reasonable action taken in the ordinary course of her employment.

21. WORKERS' COMPENSATION

- 21.1 All workers are covered by Workers compensation in accordance with the *Worker's Compensation Act 1987* and the *Workplace Injury Management and Worker's Compensation Bill 1998*.

22. TRAVEL, MEAL, ACCOMMODATION AND INCIDENTALS ALLOWANCES

- 22.1 Workers will be reimbursed for all travel expenses incurred in the course of their work. This does not include the usual travel to and from work.
- 22.2 Workers who use their own car for the organisation's business shall be entitled to claim reimbursement for mileage at the award rate. Workers are to provide travel/mileage claims at least monthly, for reimbursement.
- 22.3 Where a worker spends a night away from home in the course of her duties the worker is entitled to appropriate meal, accommodation and incidental allowances, as per Australian Taxation Office allowances and recommendations.

23. TRAINING

- 23.1 Workers will be provided with training which is relevant to their Statement of Duties.
- 23.2 All training is to be agreed to, in advance, at the weekly team meeting and details will then be taken to the next Management Committee meeting for ratification.

- 23.3 When approved training occurs outside normal working hours, workers will receive time in lieu at the rate of single time.

24. PUBLIC HOLIDAYS

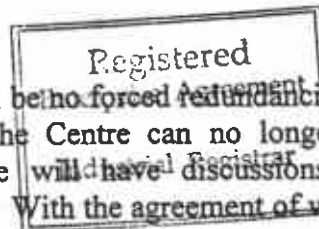
Workers are entitled to be paid for all statutory public holidays falling on their normal working days, except those falling during annual Christmas closure, which are paid according to clause 6.

25. UNION

- 25.1 Workers are encouraged to join the appropriate union.
- 25.2 Union members are entitled to elect one of their members as a Union Representative.
- 25.3 The Management Committee shall allow her reasonable time within working hours to carry out the functions of a Union Representative.
- 25.4 Workers nominated by their Union for Trade Union training courses can take up to one (1) week's paid leave in any twelve (12) months of service, provided the Management Committee agrees and adequate notice is given.

26. REDUNDANCY

- 26.1 It is the aim of the WWHC that there shall be no forced redundancies. Should funding decrease to such a level that the Centre can no longer function financially, the Management Committee will have discussions with the Workers and the Union to review options. With the agreement of workers this may include reductions in operating hours or redundancy.
- 26.2 If funding ceases, the WWHC will give priority to workers redundancy payments.
- 26.3 In the event of redundancy the following rates of pay outlined within, subject to the availability of funds, apply:-



PERIOD OF CONTINUOUS SERVICE	REDUNDANCY PAY	WHERE WORKER IS OVER 45 YEARS
ONE year or less	0 weeks pay	0 weeks pay
ONE year and up to the Completion of two years	4 weeks pay	5 weeks pay
TWO years and up to the Completion of three years	7 weeks pay	8.75 weeks pay
THREE years and up to the Completion of four years	10 weeks pay	12.5 weeks pay
FOUR years	12 weeks pay	15 weeks pay
PLUS for each extra year	2 weeks pay	2.5 weeks pay

'Weeks pay' means the ordinary time rate of pay for the worker concerned.

26.4 ADVICE TO WORKERS OF FUTURE VACANCIES

Where, within one (1) year from the date on which a particular worker is made redundant the Management Committee is able to engage a person to perform the same or similar work as that previously performed by the worker made redundant the Committee shall take reasonable steps to notify the worker of the vacancy.

27. GRIEVANCE PROCEDURE/DISCIPLINARY PROCEDURE

27.1 In the event of a dispute arising out of disciplinary action or from any claim for any other reason, the following procedure will apply:

- (a) The matter shall first be discussed by the aggrieved employees(s) with the immediate supervisor.
- (b) In the event of failure to resolve the dispute the accredited Union representative shall confer with the appropriate supervisor and/or manager of the employer.
- (c) In the event of failure to resolve the dispute the matter shall then be referred to a management representatives(s) and an appropriate officer of the Union, who will confer and attempt to reach a settlement.

In the event of failure to resolve the dispute by means of amicable agreement between the parties, it may be submitted by either party to the Industrial Registrar of NSW to

be determined in accordance with the provision of the *NSW Industrial Relations Act 1966*.

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

28. TERMINATION OF EMPLOYMENT

28.1 Workers must give two weeks notice of resignation to WWHC.

28.2 Where the Management Committee intends to terminate the service of a worker, the Committee shall give two (2) weeks notice in writing. The Committee may decide the two weeks pay may be given in lieu of notice.

28.3 All Committee meetings relating to the termination of a worker must be minuted, and signed by those in attendance.

28.4 Reasons for termination may include but not be restricted to

- (i) Unsatisfactory service, which may include a discriminatory behaviour or attitudes.
- (ii) Redundancy
- (iii) Breach of confidentiality

a) Where allegations of unsatisfactory service are made against a worker, whether of a minor nature or of gross misconduct, a special Committee meeting will be convened without delay.

From this point in the procedure, each Committee meeting will set the date for the following Committee meeting.

The worker concerned is required to attend all meetings in relation to this matter, and has the right to have a support person and/or Union representative present at all meetings.

The worker concerned is to be informed in writing of the allegation, of details of all meetings, and of the procedures that will be followed.

If, for no valid reason, the worker concerned does not attend the meetings or comply with the set procedures, the Committee has the right to continue with procedures without the worker's presence, or to decide to make further attempts to involve the worker.

Either side may request an outside facilitator for any meeting. This facilitator is to be agreed upon by both parties.



b) The purpose of the first specially convened Committee meeting will be to allow all parties to speak about the allegation in order to:

- (i) Assess the nature of misconduct, ie, gross or minor.
- (ii) Suspend the worker immediately, with pay, if the conduct is deemed gross.
- (iii) Endorse, and take responsibility for implementing the relevant procedures for dealing with gross and minor misconduct.
- (iv) Ensure that a second Committee meeting takes place no later than two (2) weeks from date of initial Committee meeting.

(a) PROCEDURE FOR GROSS MISCONDUCT

i) Establish a subgroup to investigate the allegation. ~~The subgroup will be formed at the initial Committee meeting, and must meet no later than one (1) week from that date, and is to comprise:~~

- a) one (1) service worker
 - b) designated disciplinary officer
 - c) one other management committee member
 - d) the worker concerned
 - e) support person for worker, and/or a union representative, should the worker wish.
- ii) The subgroup will report, in writing, to the second committee meeting. This report may include a recommendation for action.

The worker concerned may also present a written report to this Committee meeting.

The Committee decides at this meeting whether:

- a) the allegation is false, and the worker is to return to work with no further action taken,
- b) the allegation is proved, and the worker is dismissed, in accordance with Section 25 (a),
- c) another course of action is to be taken. The Committee is to stipulate this, and to be responsible for implementing it.

In the case of (b) and (c) above, the worker has the right to appeal by attending the third Committee meeting, which will be held no later than one (1) week from the date of the second Committee meeting.

iii) APPEAL PROCEDURE

a) At the third Committee meeting, an appeal subgroup is to be formed, comprising:

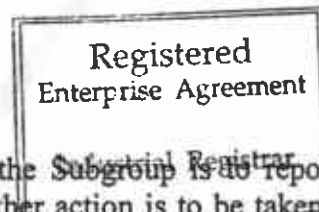
- Disciplinary officer
- One other Management Committee member
- Worker appealing
- Support person and/or union representative, if worker wishes

The Committee member must be different from the member in the Investigation Subgroup.

- a) The Appeal Subgroup must meet within one (1) week, to assess the grounds for appeal, and formulate a recommendation.

The Appeal Subgroup presents a written report to a fourth Committee meeting, which assesses whether the appeal is to be upheld or not. A final decision is made, and acted upon, at this meeting.

b) PROCEDURE FOR MINOR MISCONDUCT



i) As for 25 (d) (I)

- ii) a) In the case of unsubstantiated allegations, the Subgroup is to report in writing to the next Committee meeting. ~~No further action is to be taken and all records related to the allegations are to be destroyed as determined by the worker and the committee.~~

b) If the allegation is substantiated, the Subgroup will provide a written report to the next Committee meeting recommending an agreed upon plan to rectify the misconduct where this is possible. The Committee in consultation with the worker concerned may amend this agreement.

iii) The Subgroup re-convenes after four (4) weeks, to assess whether the situation has been satisfactorily resolved or not

iv) The Subgroup provides a written report to the next Committee meeting:

- a) If the minor misconduct has been rectified, no further action will be taken.
- b) If the minor misconduct is not satisfactorily resolved, the plan agreed upon, or an amended version, is carried out for another month, in conjunction with the Subgroup.

v) At the next Committee meeting, the Subgroup provides a written report, and the Committee makes a final decision. Dismissal is an option if the minor misconduct is not rectified after meeting 25 (c) (iv) (b).

If the decision is dismissal of a worker, the Appeal Procedure outlined above is to be followed.

29. ANTI DISCRIMINATION

- 29.1 It is the intention of the parties to this agreement to seek to achieve the object in Sec3(f) of the Industrial Relations Act 1996 to prevent and eliminate discrimination in the workplace. This includes discrimination on the grounds of race, sex, marital status, disability, homosexuality, transgender identity and age.
- 29.2 It follows that in fulfilling their obligations under the grievance procedure set out in Clause 27 of this agreement the parties have obligations to take all reasonable steps to ensure that the operation of the provisions of this agreement are not directly or indirectly discriminatory in their effects. It will be consistent with the fulfilment of these obligations for the parties to make application to vary any provision of the agreement which, by its terms or operation, has a direct or indirect discriminatory effect.
- 29.3 Under the Anti-Discrimination Act 1977 it is unlawful to victimise an employee because the employee has made or may make or has been involved in complaint of unlawful discrimination of harassment.
- 29.4 Nothing in this clause is to be taken to affect:
- (a) any conduct or act which is specifically exempted from anti-discrimination legislation;
- (b) offering or providing junior rates of pay to persons under 21 years of age;
- (c) any act or practice of a body established to propagate religion which is exempted under sec. 56(d) of the Anti-discrimination Act 1977;
- (d) a party to this agreement from pursuing matters of unlawful discrimination in any State or Federal jurisdiction.
- 29.5 This clause does not create legal rights or obligations in addition to those imposed upon the parties by the legislation referred to in this clause.

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Industrial Registrar

Signature: K. Salmon

Date: 10.4.2001

Name: KATIE SALMON

Position: TREASURER, WAGGA WOMEN'S HEALTH CENTRE INC.

Signature: [Handwritten Signature]

Date: 1/5/01.

Name: LUKE FOLEY



Position: SECRETARY, AUSTRALIAN SERVICES UNION OF NSW