

# ENTERPRISE AGREEMENT

NO. EA *98/229* .....

DATE REGISTERED.....*22.7.98*.....

PRICE \$ *54* .....

**REGISTER OF  
ENTERPRISE AGREEMENTS**

**ENTERPRISE AGREEMENT NO:** EA98/229

**TITLE:** Women's Health in Industry Enterprise Agreement

**I.R.C. NO:** 98/3816

**DATE APPROVED/COMMENCEMENT:** 22 July 1998

**TERM:** Expires 1 April 2001

**NEW AGREEMENT OR  
VARIATION:** New

**GAZETTAL REFERENCE:**

**DATE TERMINATED:**

**NUMBER OF PAGES:** 27

**COVERAGE/DESCRIPTION OF**

**EMPLOYEES:** Applies to Executive Officers, Education and Information Officers, Secretary/Clerical Officers, Bookkeepers and Casual Workers covered under the terms of the Social and Community Services Employees (State) Award.

**PARTIES:** Women's Health in Industry NSW Inc -&- Australian Services Union of N.S.W.



# WOMEN'S HEALTH IN INDUSTRY, NSW, INC ENTERPRISE AGREEMENT

## Part 1 - Operation of the Agreement

### 1. Title

The title of this agreement is the Women's Health in Industry Enterprise Agreement.

### 2. Index

## Part 1 - Operation of the Agreement

### Clause

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### **3. Parties to the Agreement**

The enterprise agreement is made in accordance with:

- (a) The provision of section 32-47 of the Industrial Relations Act 1996; and,
- (b) the Principles for approving enterprise agreements as provided by section 33(1) of the Act.

The parties to this enterprise agreement are Women's Health in Industry, NSW, Inc., and the Australian Services Union of N.S.W.

#### 4. The Enterprise

The Enterprise for which the agreement is made is the Women's Health in Industry, NSW Inc.

#### 5. Intention

This agreement shall only apply to the following employees:

- . Executive Officer
- . Education and Information Officer
- . Secretary/Clerical Officer
- . Bookkeeper
- . Casual Workers



#### 6. Duress

This agreement was not entered into under duress by any part to it.

#### 7. Incidence

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

#### 8. Term

This agreement shall operate from <sup>July 22</sup>~~April 1~~, 1998 and shall remain in force to April 1, 2001.

### Part 2 - Engagement of Employees

#### 9. Terms of Engagement

9.1 Upon engagement, the employer will provide each new employee with a written letter of appointment which includes:

- (a) an outline of the main duties of the position;
- (b) the employee's regular hours of work;
- (c) the employee's classification and rate of pay pursuant to this agreement;
- (d) the nature and detail of engagement in accordance with Sub-clause 9.2 and;
- (e) for a fixed term employee, the expected duration of the appointment.
- (f) A copy of this Agreement and the Award.

9.2 An employee shall be engaged as one of the following:

- (a) full-time
- (b) part-time
- (c) casual
- (d) fixed term



9.3 All staff members will receive training relevant to their work in accordance with the policy of WHI. All new staff will receive in the first three months of employment adequate training for them to be able to work effectively on their own.

An employee on commencing employment shall be engaged for a probation period of 3 (three) months.

Each year a percentage of the budget will allocated to staff development, but will not be less than \$250 per year per employee.

The employee can use these funds for training of her choice, after consultation with the Executive Officer but such training will be relevant to the needs of the service.

## 10. Full-time Employees

An employee not specifically engaged on a part-time, casual or fixed term basis shall be a full-time employee.

## 11. Part-time Employees

11.1 A part-time employee is an employee who works for a specified number of regular hours being less than 35 hours per week but no less than 7 hours per week.

11.2 Part-time employees shall be paid an hourly rate calculated on the basis of one thirty fifth of the appropriate weekly rate set out in Clause (24) of this agreement.

11.3 A part-time employee is entitled to the provisions of this agreement on a pro rata basis.

## 12. Casual employees

12.1 A casual employee is an employee who is engaged intermittently for work of an unexpected, temporary of casual nature.

12.2 A casual employee shall be paid for a minimum period of two(2) consecutive hours for each engagement.

12.3 A casual employee shall be paid for such hours worked at a rate equal to one thirty - fifth of the appropriate weekly rate prescribed in Clause(24), plus a loading of 25% in lieu of the leave entitlements in this agreement.

12.4 Where a casual employee is engaged to work outside of, or in addition to, the ordinary hours of work as set out in Clause (15), they shall be paid in accordance with the overtime provisions as set out in Clause (16).

### 13. Fixed term Employment

13.1 A fixed term employee may be engaged to work on either a full-time or part-time basis:

- (a) for the completion of a specific task(s) or project; or
- (b) to relieve in a vacant position arising from an employee taking leave in accordance with this agreement; or
- (c) for the temporary provision of specialist skills that are not available within the organisation for a specified period of time; or
- (d) to fill short term vacancies resulting from the resignation of an employee during the recruitment and selection process.

13.2 A fixed term employee shall not be allowed to fill a position previously held by a permanent employee except under the circumstances specified in sub-clause 13.1.

13.3 If a fixed term employee is subsequently appointed to a permanent position with the employer, any period of the fixed term contract completed prior to the commencement of the permanent position shall be recognised as service with the employer for calculating leave entitlements.

13.4 This agreement shall apply to a fixed term employee except to the extent that the agreement expressly provides that it does not apply.

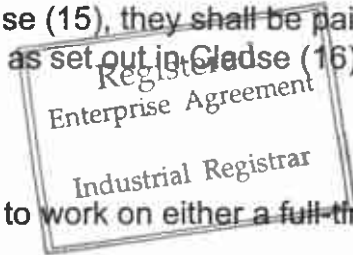
13.5 When offering employment on a fixed term basis, the employer shall advise the employee in writing of the temporary nature of the employment, the actual or expected duration of the employment, and that employment beyond the period is not expected.

13.6 The employer and a fixed term employee may agree to the duration of the period of employment being extended once only and any extensions must be for less than twelve(12) months.

### 14. Calculation of Continuous Service

14.1 Continuous service will be calculated from the first date of employment for full-time, part-time, casual and fixed term employees where the employment has been for consecutive periods with breaks of less than two months.

14.2 Service is considered to be continuous regardless of:



- (a) absence from work on paid leave, which is taken into account and counted as time worked.
- (b) unpaid approved absences, although unpaid approved absences will not be counted as time worked, except where such approved unpaid absences are of less than(1) week's duration.

## **15. Hours of Work**

- 15.1 Ordinary hours of work, exclusive of meal breaks, shall be no more than thirty five(35) hours per week.
- 15.2 Ordinary hours shall be worked between 9 am and 6 pm, Monday to Friday inclusive and shall not exceed seven(7) hours per day.
- 15.3 Where an employee, with the authorisation of the employer, works in excess of their ordinary hours, such excess time shall be deemed overtime paid in accordance with Clause(16).

## **16. Overtime**

- 16.1 Overtime is time worked with the authorisation of the employer beyond the ordinary hours of work specified in this agreement.
- 16.2 In consultation with the employees, the employer shall establish a procedure for the approval of overtime.
- 16.3 Overtime shall only be worked with the prior approval of the employer, provided that the procedure for approval of overtime allows for employees to work overtime without specific prior approval in defined emergency situations.
- 16.4 Where overtime is worked, an employee shall be entitled to payment or time off in lieu, by agreement, at the rate of time and one half for the first two hours of overtime worked on any one day and double time thereafter for overtime worked Monday to Friday, and double time for all overtime worked on Saturdays and Sundays.
- 16.5 Where in accordance with Clause 16.4 an employee is entitled to time off in lieu:
  - (a) Time in lieu shall be taken as soon as practicable after it has been accrued, by agreement between the employee and the Executive Officer.
  - (b) A full time employee may accumulate up to twenty-one (21) hours time in lieu.
  - (c) No more than fourteen(14) hour's time in lieu may be taken at any one time, unless special circumstances apply and approved by the employer.
  - (d) If accumulated time in lieu is not taken within eight(8) weeks of it being accrued then it shall be paid. This eight(8) week period shall not include time taken whilst the employee is on holiday or sick leave.
  - (e) Upon termination of an employee's employment untaken time in lieu shall be paid to the employee.

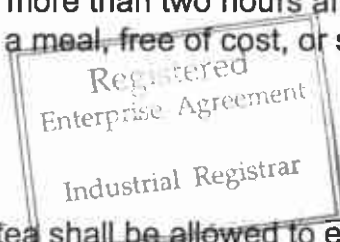


## 17. Meal Breaks

- 17.1 A lunch break of not less than thirty (30) minutes shall be allowed each day, provided that no employee shall be required to work more than five(5) hours continuously without a meal, and where an employee does so with the authorisation of the employer, such time worked in excess of five(5) hours shall be deemed as overtime.
- 17.2 An employee required to work overtime more than two hours after the usual cessation of duty shall be supplied with a meal, free of cost, or shall be paid an amount of \$5.89.

## 18. Rest Breaks

A paid break for morning or afternoon tea shall be allowed to employees in a seven(7) hour working period, its timing to be subject to mutual agreement between the employer and employees.



## 19. Union Membership and Delegates

- 19.1 The employer shall, upon appointment of a new employee, advise the employee of the Agreement and give her the address of the Branch office of the relevant Union, and a membership form.
- 19.2 Union fees will be deducted from the wages.
- 19.3 On being notified in writing by the relevant Union that an employee has been appointed as a workplace delegate, the employer will recognise the employee as an accredited representative of the Union and allow them:
- (a) reasonable time in working hours, without loss of pay, to perform the task required to effectively represent the union members in the workplace;
  - (b) reasonable private access to union members to discuss union business and to non-union members for recruitment purposes;
  - (c) reasonable access to the representatives of the employer for the purpose of resolving issues of concern to union members.

## 20. Union Training

- 20.1 Upon written application to the employer, and employee will be granted up to and including five(5) working days trade union training leave on ordinary pay in each calendar year. The employer will not be required to meet any other associated costs of the training. This leave may accumulate to a maximum of ten (10) days over two years. The total leave available to all employees may be combined to form a pool of leave. The pool may be used with the

agreement of the majority of the employees to allow individual employees to take up to ten (10) days leave in any one year.

20.2 Courses approved by the ASU of NSW will be those attended for the purposes of this clause. The granting of trade union training leave will be subject to the employer's convenience, but will not be unreasonably withheld.

**21. Union Meetings**

Union members will be entitled to reasonable time off with pay within working hours to attend relevant Union meetings in the workplace or locality, or general meetings of the Union members.



**22. Union Notice Board**

The employer shall provide an accessible space for Union notices.

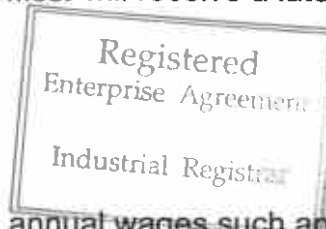
**Part 3 - Wages and Superannuation**

**23. Rates of Pay**

23.1 Employees listed hereunder shall be paid at the rates in the schedule below:

<b>Category/Position</b>	<b>Yearly</b>	<b>Weekly</b>	<b>Hourly</b>
* Secretary/Clerical Officer	\$30776.20	\$591.85	\$16.91
* Bilingual Community Educator (Hourly rate as above + 25%)			\$21.13
* Education & Information Officer	\$35562.80	\$683.90	\$19.54
* Bookkeeper	\$35562.80	\$683.90	\$19.54
* Executive Officer	\$43370.60	\$834.05	\$23.83

- 23.2 The salary rates above shall be increased by 4.5% on 1st April 1998, 4.5% on 1st April 1999 and 4.5% on 1st April 2000.
- 23.3 The employees agree that there will be no further claims for increases to salary rates during the term of this agreement, with the exception that should these rates fall below the salary rates in the award, the award rates will apply.
- 23.4 As part of the salary package the Executive Officer will receive a late model fully maintained vehicle.



## **24. Payment of Wages**

- 24.1 To ascertain the equivalent weekly rate of the annual wages such annual rates must be divided by 52.14.
- 24.2 All wages shall be paid fortnightly by cheque and a pay slip showing gross salary, all deductions and the net amount payable shall be issued with each payment.
- 24.3 Wages shall be paid during working hours on a regular day, and provision shall be made during working hours for employees to attend a bank.
- 24.4 Upon termination, wages due to an employee and any other monetary entitlements shall be paid on the date of termination or forwarded by post on the next working day.
- 24.5 The employer may deduct from amounts due to an employee such amounts as authorised in writing by the employee and deductions of income tax required to be made to the Australian Taxation Office.

## **25. Superannuation**

### **25.1 Definitions-**

- (a) "Employee" means any person employed on a full-time, part-time or casual basis who earn more than \$120 gross per month.
- (b) "Ordinary-time earnings" means remuneration for an employee's weekly number of hours of work, excluding overtime hours.
- (c) "The Fund" shall mean the Health Employees Superannuation Trust Australia.

25.2 The employer shall contribute to the Fund on behalf of each eligible employee, such superannuation contributions as required to comply with the Superannuation Guarantee (Administration) Act 1992 as amended from time to time:

- (i) 6% on behalf of each eligible employee;

(ii) thereafter:

1997/98	6%
1998/99	7%
1999/2000	7%
2000/2001	8%
2001/2002	8%
2002/2003	9%



25.3 The employer shall provide each employee upon commencement of employment, membership forms (of the Fund) and shall forward the completed membership form to the Fund within fourteen (14) days.

25.4

- (a) An employee may make contributions to the Fund in addition to those made by the employer.
- (b) An employee who wishes to make additional contributions must authorise the company in writing to pay into the Fund, from the employee's wages, a specified amount in accordance with the Fund trust deed and rules.
- (c) The employer who receives written authorisation from the employee, must commence making payments into the Fund on behalf of the employee within fourteen (14) days of receipt of the authorisation.
- (d) An employee may vary his or her additional contributions by a written authorisation and the employer must alter the additional contributions within fourteen (14) days of receipt of the authorisation.
- (d) Additional employee contributions to the Fund requested under this sub-clause shall be expressed in whole dollars.

#### **Part 4 - Allowances**

##### **26. Meal Allowances**

An employee that is required to attend overnight conferences/seminars in the course of their work is entitled to a meal allowance as follow:

Breakfast	\$8.60
Lunch	\$11.25
Dinner	\$16.00

##### **27. Travel allowance**

Where an employee is required by the employer to use their motor vehicle in the course of their work, they shall be paid an amount of forty-nine point six (49.6) cents per kilometre travelled during such use.

## **28. Higher Duties Allowance**

- 28.1 An employee who is called upon by the employer to perform the duties of another employee in a higher classification for any five (5) days or more in a fifteen (15) day period shall be paid for the days on which those duties are performed at a rate not less than the minimum rate prescribed for the higher classification provided that such claims shall be made by the employee within one month of the cessation of the performance of such duties.
- 28.2 An employee required to perform the work of another employee shall not suffer any reduction in their wage.



## **29. First Aid**

An employee who holds a current first-aid certificate issued by the St. John Ambulance Association or the Australian Red Cross Society or equivalent qualification and who is required by the employer to be available to perform first-aid duty at the workplace shall be paid an allowance of \$5.50 or \$1.10/day.

## **30. Jury Service**

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

## **Part 5 - Leave**

### **31. Annual Leave**

- 31.1 Annual leave shall be granted and paid in accordance with the terms of the Annual Holidays Act 1994, except as hereinafter provided:
- 31.2 All full time and part time employees are entitled to four weeks paid holiday leave annually on a pro-rata basis with a 17.5% loading on the gross salary. Entitlement to annual leave shall accrue at the rate of one week for three months worked commencing from the time of engagement. Annual leave is to be taken at a time determined by mutual agreement between the employee and the Executive Officer and after the first twelve months of employment.

- 31.3 Payment of all monies due for the period of leave, including leave loading shall be paid before the employee goes on leave.
- 31.4 Payment shall be made for untaken leave, at the time of termination of employment.
- 31.5 Annual Leave must be taken within two years of entitlement.
- 31.6 Any request for variation to Clause 31.5 must be present to the Management Committee for consideration.



### **32. Sick Leave**

- 32.1 In the event of an employee becoming sick and unfit for duty, the employee shall be entitled to fifteen (15) days leave on full pay for every year of service.
- 32.2 Employees are entitled to sick leave after the first three (3) months of employment.
- 32.3 For the purpose of this clause, illness shall include stress and mental ill health.
- 32.4 If more than three consecutive days sick leave is taken then the employee will provide a medical certificate to the employer.
- 32.5 Where an illness occurs during annual leave and medical certificate is provided, then this shall be regarded as sick leave for the purposes of this clause and an equivalent number of days shall be re-credited to the employees cumulative annual leave.
- 32.6 An employee shall take all reasonably practicable steps to inform the employer of their inability to attend work and as far as is possible state the estimated duration of the absence, where practicable such notice shall be given within twenty four (24) hours of the commencement of the absence.
- 32.7 Untaken sick leave will be accumulated from one year to the next up to a maximum of fifty (50) days. Untaken sick leave entitlements will not be payable on termination of employment.
- 32.8 Where an employee has exhausted all paid sick leave entitlements the employer may grant unpaid sick leave at its discretion.
- 32.9 The employer shall not terminate the employment of an employee while the employee is on sick leave pursuant to this clause.

### **33. Family/Carer's Leave**

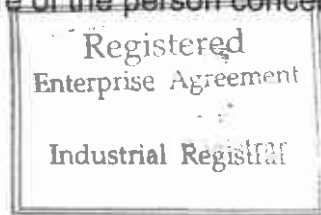
- 33.1 An employee, other than a casual employee, with responsibilities in relation to a class of person set out in 33.3 who needs the employee's care and support, shall be entitled to use, in accordance with this subclause, any current or

accrued sick leave entitlement, provided for at Clause of the Award, for absences to provide care and support, for such persons when they are ill. Such leave may be taken for part of a single day.

33.2 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.

33.3 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 opposite sex to the first mentioned person who lives with the first mentioned 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.



33.4 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.

#### Unpaid Leave for Family Purposes

33.5 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 33.3 above who is ill.

#### Annual Leave

33.6 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.

33.7 Access to annual leave, as prescribed in paragraph 33.3 above, shall be exclusive of any shutdown period provided for elsewhere under this award.

33.8 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.

#### Time Off in Lieu of Payment for Overtime

33.9 For the purpose only of providing care and support for a person in accordance with clause 33.1 above, and despite the provisions of Clause 16.

33.10 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 within twelve (12) months of the said election.

33.11 Overtime taken as time off during ordinary time hours shall be taken at the ordinary time rate, that is an hour for each hour worked.

33.12 If, having elected to take time as leave in accordance with paragraph 33.10 above, the leave is not taken for whatever reason, payment for time accrued at overtime rates shall be made at the expiry of the twelve (12) month period or on termination.

33.13 Where no election is made in accordance with paragraph 33.10, the employee shall be paid overtime rates in accordance with the award.

#### Make-up Time

33.14 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.

- 33.15 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.

#### **34. Christmas Closure**

- 34.1 The organisation shall close for two weeks at Christmas. This period will cover stipulated public holidays of Christmas Day, Boxing Day and New Years Day.

- 34.2 Full time and part time employees, provided they have worked at least three months shall receive their normal pay for this period. If an employee has not worked for the full three months then they are entitled to be paid only for the statutory public holidays. They can however negotiate on the following options with the Executive Officer:

- (i) Taking unpaid leave for the time not covered by the public holidays;
- (ii) Working during the closure with the exception of the public holidays;
- (iii) Being paid in advance for the hours without entitlement and subsequently - working these additional hours when the service reopens after the closure.

- 34.3 The paid leave does not detract from other leave entitlements.

- 34.4 The date of closure will be determined each year when the year's planning is done.

#### **35. Public Holidays**

- 35.1 An employee shall be entitled to full pay for public holidays that fall on days that the employee would normally work.

- 35.2 Where a public holiday falls on a day that a part time employee does not normally work, then the employee will receive the equivalent time off at a pro rata rate, to be added to their accumulated time in lieu.

- 35.3 Casual employees are not entitled to be paid for public holidays save that they are required to work on a public holiday.

- 35.4 Where an employee is required to and does work on a public holiday they shall be paid at triple their ordinary rate of pay.

*For the purpose of this clause, the following shall be public holidays:*

- New Years' Day
- Australia Day
- Good Friday

- Easter Saturday
- Easter Monday
- Anzac Day
- Queen's Birthday
- Labour Day
- Christmas Day
- Boxing Day
- and any other holiday duly proclaimed and observed as a public holiday.

### 35.5

- When Christmas Day falls on a Saturday or Sunday, a holiday in lieu thereof shall be observed on 27 December.
- When Boxing Day is a Saturday or a Sunday, a holiday in lieu thereof shall be observed on 28 December.
- When New Year's Day or Australia Day is a Saturday or Sunday, a holiday in lieu thereof shall be observed on the next Monday.

35.6 Cultural or religious days relevant to an employee's cultural or religious background may be taken as additional public holidays by agreement with the employer up to a maximum of three (3) days in a calendar year. Such agreement shall not be unreasonably withheld.



### 36. Bereavement Leave

36.1 An employee will be entitled to three days paid leave for each bereavement of a significant other.

36.2 A significant other is defined as a close friend or family member, that is, partner, spouse, de facto, spouse, parent (natural, foster, parent-in-law or step parent), grandparent, sibling, child (natural, foster or adopted) and a person for whom the employee is the primary carer.

36.3 Reasonable requests for evidence of the need for such leave will be provided to the employer on request.

### 37. Long Service Leave

Employees shall be entitled to long service leave in accordance with the terms of the Long Service Leave Act, 1955, as amended, except that employees shall be entitled to pro-rata long service leave after five (5) years continuous service.

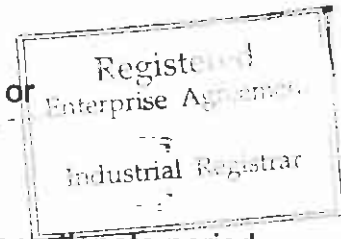
### 38. Parental Leave

The provisions of the NSW Industrial Relations Act apply with the following exceptions:

- In this clause:
  - "Birth" includes stillbirth;
  - "Expected date of birth", in relation to a female employee who is pregnant, means a date specified by a medical practitioner to be the date on which the

medical practitioner expects the employee to give birth as a result of pregnancy.

- (b) A female employee who is pregnant shall, subject to this clause, be entitled to be granted maternity leave:
- (i) For a period of not more than 9 weeks prior to the expected date of birth; and
  - (ii) For a further period ending not more than 12 months after the actual date of birth.
- (c) An employee who has been granted maternity leave may, with the permission of the employer take leave after the actual birth:
- (i) full-time for a period not exceeding 12 months; or
  - (ii) part-time over a period not exceeding 2 years,
  - (iii) or partly full-time and partly part-time over a proportionate period.
- (d) An employee who has applied for or been granted maternity leave shall, as soon as practicable after the termination of their pregnancy (whether by the birth of a living child or otherwise), notify the employer of the termination and the date on which it occurred.
- (e) An employee who has been granted maternity leave and who gives birth to a living child shall not resume duty, on either a full-time or part-time basis, before the expiration of 6 weeks after the birth of the child, unless a medical practitioner states that she is fit to do so.
- (f) An employee who has been granted maternity leave and whose child is stillborn may elect to take available sick leave instead of maternity leave.
- (g) An employee who resumes duty immediately on the expiration of maternity leave shall:
- (i) if the position occupied by her immediately before the commencement of that leave still exists- be entitled to be placed in that position; or
  - (ii) if the position so occupied by her has ceased to exist- be entitled to be appointed (subject to the availability of other suitable positions) to another position for which she is qualified.
- (h) An employee who applied for maternity/adoption leave within such time and in such manner as the Act may from time to time determine is entitled to payment at her ordinary rate of pay for :
- (i) one (1) month after 12 months of employment;
  - (ii) two (2) months after 24 months of employment; and
  - (iii) three (3) months after 3 years of employment and consecutive years of



employment.

### **39. Conference, Training and Study Leave**

- 39.1 A full time employee shall be entitled to up to four (4) hours' paid leave a week to participate in courses of study approved by the employer relevant to her work. Approved study leave will be calculated on the basis of one (1) hour of leave for each one (1) hour of face to face study up to the limit of four (4) hours. Part time employees will be entitled to study leave at a pro-rata basis. Such leave may be accumulated throughout the year and taken prior to examinations and/or assessments and/or placements provided that the maximum to be taken at any one time shall be one week.
- 39.2 A full time employee shall be entitled to two hours of paid leave for each subject studied to participate in a Distance Learning and/or Correspondence Course of learning approved by the employer relevant to their work. Part time employees will be entitled to this leave on a pro-rata basis.
- 39.3 An employee is entitled to leave without loss of pay to attend examinations in courses of study approved by the employer in accordance with sub-clause 39.1.
- 39.4 Should an employee undertaking an approved course of study, fail a subject or course, study leave will not be available to repeat the subject or course.
- 39.5 An employee may with the prior approval of the employer, attend conferences, training courses or seminars relevant to their work. Such time taken and approved shall be paid as time worked.
- 39.6 The employer reserves the right to timetable the taking of study leave, in consultation with staff, so as to ensure the efficient and effective operation of the workplace.

### **40. Leave Without Pay**

- 40.1 Unpaid leave shall be at the discretion of the employer.
- 40.2 An employee is entitled to up to five days leave without pay for personal reasons in any twelve month period, provided that adequate notice is given to the employer.
- 40.3 An employee can apply to up to 12 months unpaid leave after 5 years of service. An application for such leave shall be put in writing to the employer. Special circumstances apply such as educational leave, job secondment and personal reasons.



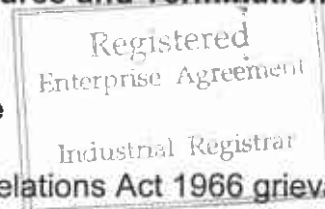
## 41. Child Care

- 41.1 An employee responsible for the care of a child shall be entitled to bring such a child to the workplace in an emergency situation after contact with the employees' supervisor. The child remains the responsibility of the employee and must be confined to a designated area.
- 41.2 In other circumstances and where authority has been obtained from the employer, and a majority of other affected employees agree, and employee responsible for the care of a child may bring such child to the workplace. The child remains the responsibility of the employee and must be confined to a designated area.

### Part 6 - Grievance, Disciplinary Procedures and Termination.

## 42. Grievance and Dispute Settlement Procedure

- 42.1 Subject to the provision of the NSW Industrial Relations Act 1966 grievances and disputes shall be dealt with in the following manner. It is the objective of this procedure to ensure that grievances are resolved by negotiation and discussion between the parties. The parties recognise:
- (a) The need for an effective means of consultation on all matters of mutual interest and concern, irrespective of whether these matters are likely to give rise to dispute.
- (b) That from time to time individual staff members may have grievances which need to be resolved in the interest of a good relationship.
- 42.2 Failure to consult itself shall become a grievance under this agreement.
- 42.3
- In the first instance the employee(s) shall attempt to resolve the grievance with the other staff member(s) concerned.
  - In the second instance the employee(s) shall attempt to resolve the grievance with the Executive Officer.
  - If the grievance remains unresolved then an outside facilitator shall be used for mediation purposes.
  - Following mediation if the employee(s) still feels aggrieved, then the matter shall be referred to the board of management.
  - If the grievance continues to remain unresolved, then the Union shall be advised and a meeting arranged between the Union, the employee(s) and the board of management.
  - Steps (a) and (b) shall take place within fourteen days. If a matter progresses to step (c) then this will occur within one (1) month of the commencement of the process.



- (g) If the matter is not settled then it may be submitted by either party to the Industrial Registrar of NSW to be determined in accordance with the provisions of the NSW Industrial Relations Act 1966.

### 43. Disciplinary Procedure



- 43.1 Disciplinary action is not to be used in the first instance when a problem is identified. That is when a problem is first identified the Executive Officer will first attempt to resolve the perceived problem with the employee in a constructive manner, clearly identifying the nature of the perceived difficulty and exploring possible solutions.
- 43.2 Where, following attempt(s) to resolve a perceived problem with an employee, the employer considers that disciplinary action is necessary, the following procedure will be followed:
- (a) The employer must inform the employee of the reason for the proposed disciplinary action, and the employer shall discuss this with the employee.
  - (b) If following this discussion disciplinary action is taken it shall be in the form of a verbal warning only. The employer, in giving such a verbal warning, must state to the employee how they must improve their performance.
  - (c) The employee may be represented by the Union representative if they wish.
  - (d) A record of the warning must be recorded on the employee's personal file. After six months, if no further disciplinary action occurs, the record will be destroyed.
- 43.3 Where the problem for which the employee has received a verbal warning as stated above persists or re-occurs within the six month period following the initial verbal warning, the following procedure will be followed:
- (a) The employer must advise the employee in writing of complaints concerning her performance. This advise must be given as soon as possible.
  - (b) This advice will give enough detail of the complaint(s) to enable the employee to know what the employer is referring to, so that they can reply fully.
  - (c) If, as a result of the complaints, the employer is considering taking disciplinary action against the employee, the written notice will also contain:
    - (i) Advice that disciplinary action is being considered by the employer.
    - (ii) Advice that the employee should contact the relevant union at once, if she is a member.

- (iii) 14 days' written notice of the meeting at which the management committee will consider whether disciplinary action is appropriate in view of the complaints notified by the employee.

43.4 If such meeting as prescribed above is convened, the following procedures must be followed:

- (a) Prior to any decision being reached on disciplinary action being taken against the employee, the employee will have a chance to discuss the complaints against them, and the disciplinary action being considered.
- (b) A decision to impose any disciplinary penalty must be taken by, at least, a two-thirds majority of the management committee.
- (c) The meeting must be properly constituted.
- (d) Prior to the meeting adequate notice of the proposal to discipline the employee must be given to all members of the committee including the written statement of the complaint(s) given to the employee.
- (e) The employee may be represented by the union representative at such a meeting and/or such other persons may be present as agreed to by the parties.

43.5 If, following the meeting as described above in sub-clause 42.3, a decision is taken to impose a disciplinary penalty on the employee concerned, such a penalty will comprise a written warning known as 'the first written warning'. It will specify the reasons for it being given and detail how the employee must improve their performance. The employee and her union representative will receive a copy of the 'first written warning' and will be consulted as to the nature of any improvements required. A copy of the warning will be placed on the employee's personal file. After 12 months such record will be destroyed if no further disciplinary action occurs.

43.6 Where the problem for which the employee has received a 'first written warning' persists or re-occurs, the procedure set out in sub-clauses 42.2 and 42.3 above must be implemented for a second time. If following these procedures a decision is taken by the management committee to impose a further disciplinary penalty on the employee concerned such a penalty will comprise a written warning known as a final written warning.

#### **44. Notice of Termination by the Employer**

- (a) In order to terminate the employment of a full-time or part-time employee as defined in Clause's 10 and 11 of this Agreement the employer shall give to the employee three (3) weeks' notice of termination.
- (b) In addition to the notice prescribed in sub-clause 43(a) hereof employees over 45 years of age, at the time of the giving of the notice, with not less than two years' continuous service, shall be entitled to an additional week's notice.
- (c) Payment in lieu of the notice prescribed in sub-paragraphs 43(a) and/or 43(b) hereof 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.

- (d) In calculating any payment in lieu of notice the wages and employee would have received in respect of the ordinary time they would have worked during the period of notice had their employment not been terminated shall be used.
- (e) 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 employees, or employees engaged for a specific period of time or for a specific task or tasks.
- (f) For the purpose of this clause, continuity of service shall be calculated in the manner prescribed by Clause 15 of this Agreement.

**45. Notice of Termination by an Employee**

- (a) The notice of termination required to be given by an employee shall be the same as that required of an employer, save and except that there shall be no additional notice based on the age of the employee concerned.
- (b) If an employee fails to give notice, the employer shall have the right to withhold moneys due to the employee with a maximum amount equal to the ordinary time rate of pay for the period of notice.

**46. Time Off During Notice Period**

Where an employer has given notice of termination to an employee, and 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 employee after consultation with the employer.

**47. Certificate of Service**

Upon termination of employment for any reason, whatsoever, the employer shall furnish the employee with 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, whether the employee is full time or part time, if part time the hours worked per week and if applicable, details of numbers of other staff supervised by the employee)
- (f) Name of Employer Organisation  
Signed/Dated



**48. Unfair Dismissals**

- 48.1 Termination of employment by an employer shall not be harsh, unjust or unreasonable.



- 48.2 For the purpose of this clause termination of employment shall include terminations with or without notice.
- 48.3 Without limiting the above except where a distinction, exclusion or preference is based on the inherent requirements of a particular position, termination on the ground of race, colour, marital status, sexual preference, family responsibilities, pregnancy, religion, national extraction, social origin and age shall constitute a harsh unjust or unreasonable termination of employment.

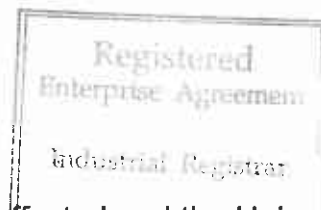
## **Part 7 - Introduction of Change and Redundancy**

### **49. Employer's Duty to Notify.**

- 49.1 Where an employer has made a definite decision to introduce major changes in program, organisation, structure or technology that are likely to have significant effect on employees, the employer shall notify the employees who may be affected by the proposed changes and the Union.
- 49.2 'Significant effects' include termination of employment, major changes in the composition, operation opportunities; promotion opportunities or job tenure; changes in the designation of staff positions; the alteration of hours of work; the need for retraining or transfer of employees to other work or locations and the restructuring of jobs. Provided that where this Award makes provision for alteration of any of the matters referred to herein an alteration shall be deemed not to have significant effect.

### **50. Employer's Duty to Discuss Change**

- 50.1 The employer shall discuss with the employees affected and the Union, the introduction of the changes referred to in Clause 49 hereof, 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 in relation to the changes.
- 50.2 The discussion shall commence as early as practicable after a definite decision has been made by the employer to make the changes referred to in sub-clauses 49.1 and 49.2 hereof.
- 50.3 For the purpose of such discussion, the employer shall provide in writing to the employees concerned and the relevant Union, all relevant information about the changes including the nature of the changes proposed; the expected effects of the changes on employees and any other matters likely to affect employees provided that any employer shall not be required to disclose



confidential information, the disclosure of which would be inimical to the employer's interest.

## 51. Redundancy

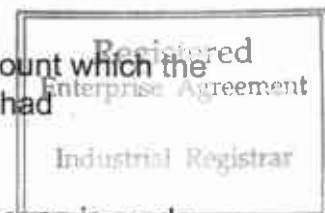
- 51.1 Where an employer for any reason, including the cessation or reduction of grant funding, has made a definite decision that the employer no longer wishes the job the employee has been doing done by anyone and that decision may lead to termination of employment, the employer shall hold discussion with the employees directly affected and with the relevant Union/ Association.
- 51.2 The discussion shall take place as soon as is practicable after the employer has made a definite decision which will invoke the provisions of sub-clause 50.1 hereof and shall cover, inter alia, any reasons for the proposed terminations, measures to avoid or minimise the terminations and measures to mitigate any adverse effects of any terminations on the employees concerned.
- 51.3 For the purpose of the discussion the employer shall as soon as practicable provide in writing the employees concerned and the Union all relevant information about the proposed terminations, including the reasons for the proposed terminations, the number of categories of employees likely to be affected and the number of workers normally employed and the period over which the terminations are likely to be carried out. Provided that the employer shall not be required to disclose confidential information, the disclosure of which would be inimical to the employer's interests.
- 51.4 Where an employee is transferred to lower paid duties for reasons set out in sub-clause 51.1 hereof the employee shall be entitled to the same period of notice of transfer as they would have been entitled to if their employment had been terminated, and the employer may at the employer's option make payment in lieu there of an amount equal to the difference between the former ordinary time rate of pay and the new ordinary time rates for the number of weeks of notice still owing.
- 51.5 In addition to the period of notice prescribed for ordinary termination and subject to further order of the Industrial Relations Commission, an employee whose employment is terminated for reasons set out in sub-clause 50.1 hereof, shall be entitled to the following amount of severance pay in respect of continuous period of service:

<u>Period of Continuous Service</u>	<u>Under 45 years of age</u>	<u>45 or more years of age</u>
Less than one year:	Nil	Nil
1 year and up to 2 years	4 weeks' pay	5 weeks' pay
2 years and up to 3 years	7 weeks' pay	8.75 weeks' pay
3 years and up to 4 years	10 weeks' pay	12.5 weeks' pay

4 years and up to 5 years	12 weeks' pay	15 weeks' pay
5 years and up to 6 years	14 weeks' pay	17.5 weeks' pay
6 years and more	16 weeks' pay	20 weeks' pay

"Weeks' pay," means the employees current ordinary time hourly rate of pay multiplied by the average number of weekly hours (excluding overtime) worked over the past 52 weeks.

Provided that the severance payments shall not exceed the amount which the employee would have earned if employment with the employer had proceeded to the employee's normal retirement date.



- 51.6 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 employer, or the employer received an increase in grant funding, and wishes to engage a person to perform the same or similar work as that previously performed by the employee made redundant, the employer shall take all reasonable steps to notify the employee of the vacancy.
- 51.7 An employee whose employment is terminated for reasons set out in clause 49 hereof may terminate his or her employment during the period of notice and, if so, shall be entitled to the same benefits and payments under this clause had he or she remained with the employer until the expiry of such notice. Provided that in such circumstances the employee shall not be entitled to payment in lieu of the remainder of the period of notice.
- 51.8 An employer, in a particular redundancy case, may make application to the Industrial Relations Commission to have the general severance pay prescription varied if the employer obtains acceptable alternative employment for an employee.
- 51.9 (a) During the period of notice of termination given by the employer 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.  
  
 (b) If the employee has been allowed paid leave for more than one day during the notice period for the purpose of seeking other employment, the employee shall, at the request of the employer, be required to produce proof of attendance at an interview or he or she shall not receive payment for the time absent. For this purpose a statutory declaration will be sufficient.
- 51.10 (a) This clause shall not apply to employees with less than one year's continuous service and the general obligation on employers 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.

(b) This clause shall also not apply where employment is terminated as a consequence conduct that justifies instant dismissal, including malingering, inefficiency or neglect of duty or in the case of casual employees, or employees engaged for a specific period of time or for a specified task or tasks.

**52. Savings**

Nothing in this Agreement will be deemed or construed to reduce the Rates of Pay to which an employee was entitled, prior to the making of this Agreement.



Signed for and on behalf of  
**Women's Health In Industry, NSW, INC**

30.6.98.

.....  
Date:

*[Handwritten signature]*

.....  
Chairperson



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

1/7/98

.....  
Date:

*[Handwritten signature: Alison Peters]*

.....  
Secretary