

**REGISTER OF
ENTERPRISE AGREEMENTS**

ENTERPRISE AGREEMENT NO: EA01/30

TITLE: Preterm Foundation Enterprise Agreement 2000

I.R.C. NO: 2000/6007

DATE APPROVED/COMMENCEMENT: 22 December 2000

TERM: 24 months

**NEW AGREEMENT OR
VARIATION:** New. Replaces EA98/220

GAZETTAL REFERENCE: 2 March 2001

DATE TERMINATED:

NUMBER OF PAGES: 27

COVERAGE/DESCRIPTION OF

EMPLOYEES: Applies to all full-time, part-time and casual counselling and administration staff
in the employ of the Preterm Foundation

PARTIES: Preterm Foundation Limited -&- Australian Services Union of N.S.W.



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PRETERM FOUNDATION

**ENTERPRISE AGREEMENT
2000**

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PRETERM FOUNDATION

AND

AUSTRALIAN SERVICES UNION OF N.S.W.

ENTERPRISE AGREEMENT

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2. THE AGREEMENT

This agreement relates to the employment of staff in the Preterm Foundation listed below:

- Administration Staff
- Counselling Staff

3. AREA, INCIDENCE AND DURATION

This Agreement shall apply to all full-time, part-time and casual counselling and administration staff in the employ of the Preterm Foundation.

This Agreement between the Australian Services Union of N.S.W and the Preterm Foundation shall come into force from the date of registration and remain in force until 1st January 2003.

4. PREAMBLE

- (a) The parties acknowledge that the productivity of the counselling and administration staff employed in the Foundation has improved in recent years and agree that appropriate wage increases should be delivered to staff in the context of enterprise bargaining, as contemplated by this agreement.
- (b) The parties agree to work together to develop a committed, flexible and highly skilled workforce that is focused on client service and productivity and on a working environment which is mutually rewarding to the Foundation and all of the staff employed by it.
- (c) The parties acknowledge and accept, however, the move to enterprise agreements with the consequent need for both parties, to develop a cooperative approach to workplace issues.
- (d) The parties are committed to the concept of continuous improvement and to the delivery of a high standard of service to clients of the Foundation.
- (e) The parties agree to cooperate during the life of this agreement in such further discussions or consultative processes that may be seen as necessary or desirable in the interests of the implementation of this agreement.

5. SALARY

- (a) Prior to the commencement of this agreement, salaries were increased by 2% (see Appendix A and B). During the term of the agreement salaries in Appendix A and B will be increased by 2% on 1st January 2001 and 3% on 1st January 2002.

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- (b) Counselling employees shall be appointed at the appropriate level of Appendix A, according to qualifications and years of relevant experience in accordance with the agreed guidelines.
- (c) Administration employees shall be paid in accordance with Appendix B, at the appropriate rate according to their skill level and the requirements of the position.
- (d) **Increments**
All staff covered by this agreements shall proceed to the next level within their category on each anniversary date of their employment.
- (e) Wages shall be paid fortnightly. A pay slip stating gross salary, deductions and the net amount payable shall be issued. Where payment is made to the employee by cheque, such cheque shall be able to be cashed on day of payment. Preterm Foundation shall inform the employee in writing as to the terms of engagement and, in particular, the employee's status as defined in Clause 7.
- (f) Preterm Foundation shall inform each employee in writing as to the terms of engagement and, in particular, the employee's status as defined in Clause 7.
- (g) The employer shall provide job descriptions to new employees upon engagement and in respect of existing employees, as soon as practicable after the date hereof.

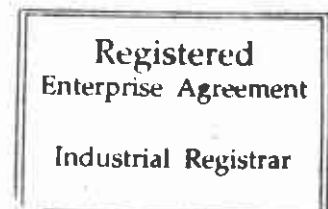
6. COUNSELLING/ADMINISTRATION COMMITTEE

Whilst the parties intend that there shall be an ongoing high level of informal cooperation in the interests of achieving the ongoing viability of the Foundation, the parties agree that the following formal consultative mechanisms should be established. They are:

- (a) The Preterm Foundation Counselling/Administration Committee ("The C & A Committee")

This Committee is intended to be the principle forum for information exchange, consultation and/or negotiations between the parties. The Committee shall consist of two senior representatives from the Foundation management (as nominated by the Foundation) and one representative of the Counselling staff and one from the Administration Staff.

The parties agree that this Committee will meet during normal working hours as often as required but in any event, not less than every three months during the term of this agreement.



The parties intend and agree that the C & A Committee will take the responsibility for the proper implementation and monitoring of the operation of this agreement and in particular will:

- (i) Consider any proposals that may emanate from the Foundation or the ASU and provide the Foundation and the ASU with advice and recommendations with respect to the utility of any such proposals in the context of this agreement.
- (ii) Consider any other matter seen as appropriate to the parties to this Agreement.

7. TERMS OF ENGAGEMENT



(a) Full-time Employees

A full time employee shall work 38 hours per week/19 day month.

(b) Permanent Part-time Employees

- (i) A permanent part-time employee shall mean an employee who is employed to work for a specified number of regular hours, being 14 hours or more per week, but less than 38 hours.
- (ii) A permanent part time employee who performs their work over five days of the week shall work a 19 day month.
- (iii) A permanent part-time employee shall be paid an hourly rate calculated by dividing the ordinary weekly salary of an equivalent full-time employee by thirty eight.
- (iii) A permanent part-time employee shall receive the conditions of employment provided for by this Agreement for permanent full-time employees at a rate in proportion to the number of hours worked each week on a pro rata basis.
- (iv) Any position which becomes available will be advertised and filled internally, subject to the applicant's suitability in terms of experience, performance and qualifications for the advertised position. Such internal advertisement is to be in writing and posted on the Counsellors' and Administration notice board. If no suitable applicants can be appointed from existing employees, the position may then be advertised externally.

(c) Casual Employees

- (i) A casual employee shall mean an employee who is engaged by the hour, for work of an intermittent, temporary or casual nature, and works less than 14 hours per week OR up to 38 hours per week for short

periods of increased or unforeseen demand. Staff may be employed on a casual basis for fixed periods not to exceed one year when filling in for a staff member on maternity leave.

- (ii) A casual employee shall be paid an hourly rate calculated by dividing the ordinary weekly salary of an equivalent full-time employee by thirty eight, plus a loading of 10% and 1/12 for holiday pay.

Arrangements varied by agreement.

The employment status of part-time or casual staff may be changed from the criteria outlined in clauses 7b and 7c by mutual agreement, and in consultation with the C & A Committee.

8. HOURS OF WORK

- (a) Ordinary hours of work (exclusive of meal breaks) shall be no more than 38 hours per week
- (b) Ordinary hours of work for all employees covered by this agreement, with the exception of the telephonist, shall be:

Monday to Friday - any seven hours between 7am - 6pm

Ordinary hours for the telephonist shall be 37.5 hours per week worked between:

Monday to Friday - 7.30 am - 6 pm, with two 15 minute paid teabreaks, and 30 minute lunchbreak.

- (c) Casual and part-time employees shall be guaranteed a minimum roster of seven hours per day, Monday to Friday, 4 hours Saturday, exclusive of lunch breaks. Employees may be rostered on for fewer hours on some occasions if mutually agreed.
- (d) Work carried out during these hours is to be meaningful and productive.
- (e) Employees required to work ordinary hours on a Saturday will receive payment for those ordinary hours at the rate of time and one half.
- (f) An unpaid lunch break of up to forty five minutes, but not less than 30 minutes, shall be allowed each day. This may be extended on occasions by agreement. No employee shall be required to work more than five hours continuously without a meal break and where an employee does so with the authorisation of the employer, such time worked in excess of five hours shall be deemed as overtime.
 - (i) An employee required to work overtime beyond 6pm shall be paid a meal allowance of \$8.00
 - (ii) Employees shall be entitled to have two paid tea breaks of ten minutes each duration in each seven hour period of duty, to be taken at a time



mutually agreed between the employee and the employer.

- (iii) Employees who work less than the full-time number of hours shall be allowed at least one paid tea break of ten minutes.

9. OVERTIME

- (a) All time worked in excess of the ordinary hours of work must be authorised by the Counselling Co-ordinator or her Deputy for counsellors, or the Chief Executive for administration staff, at the time the work is carried out, or where this is not practicable, on the next day worked by the employee. Hours worked shall be paid at the following rate:

- (b) The first 8 hours of work between the hours of 7am and 6pm from Monday to Friday is paid at single time rate.

- (i) Mon-Fri - Hours in excess of 8 hours or outside the daily spread of hours shall be paid as follows:

Time and one half for first one and half hours.

Double time thereafter.

Saturday - time and one half.

Sunday - All hours at double time.

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- (ii) Employees required to work on Saturday and Sunday will be paid a minimum of four hours.

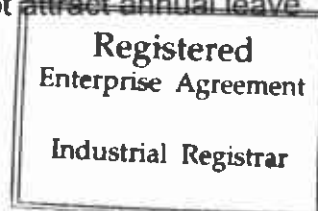
- (iii) Employees required to work overtime on Saturday or rostered day off, who have already, or will, perform work over five consecutive days, will receive payment for the Saturday at the rate of time and one half, or week days at single rates plus a day off in lieu. In the event that the day off in lieu cannot be taken within the next five working days, the day will be forfeited and payment made for the forfeited day at single time.

- (c) Staff who are not rostered on for duty and attend work for the purpose of attending a staff meeting only, will be paid a minimum payment of two hours at single time.

10. LEAVE IN LIEU OF PAYMENT

- (a) An employee who works authorised overtime may elect to take leave in lieu of payment for such overtime, calculated in accordance with Clause 12 Overtime. Such election must be made on 30th January each year. Employees may make a change to this arrangement once in a calendar year.

- (b) The maximum time which can be accumulated shall be 2 days pro rata.
- (c) Once the maximum time has been accrued it must be taken within the following two calendar months. If approval cannot be given for the time to be taken by the end of six calendar months, the employee must receive payment at the appropriate rate as per Clause 12.
- (d) Any lieu time accumulated in excess of the foregoing provision must be authorised in writing by the Counselling Co-ordinator or Chief Executive Officer.
- (e) The maximum lieu time which may be added to annual leave shall be two-fifths of the standard hours for which the employee is employed, provided that time in lieu accumulated pursuant to paragraph (d) shall, with written consent of Counselling Co-ordinator or Chief Executive Officer, be added to an employee's annual leave. Such lieu time shall not ~~attract annual leave~~ loading.



11. ROSTERED DAYS OFF

- (a) The following employees shall be entitled to one rostered day off each twenty working days:

Full time employee working five days per week

Permanent part time employees who perform their work over five days of the week

A full time employee who works full time in any arrangement of days/hours during the week

- (b) A rostered day off can be taken on any day after falling due, at a time mutually agreed by both parties.
- (c) A maximum of six roster days may be accrued in a six month period.
- (d) Accrued roster days will not be paid out on termination of employment.

12. TRAVEL ALLOWANCE AND ACCOMMODATION ALLOWANCE

- (a) An employee who with the approval of the employer uses a vehicle on official business shall be paid a kilometre rate of 44c per kilometre.
- (b) Employees on official business within the normal spread of working hours will be recompensed any fares.
- (c) An employee who uses public transport when working past 8pm shall be reimbursed taxi fare for the journey home.
- (d) (i) An employee who, with the approval of the employer, travels on official business, shall be entitled to Accommodation and Meal Allowance

equal to the rates prescribed by Regulation 39 of the Public Sector Management Act as is in force from time-to-time or any such provisions which may replace this regulation.

- (ii) Where expenses for accommodation and/or meals are incurred, an employee who, with the approval of the employer, travels on official business for a day trip only, shall be entitled to Meal Allowances equal to the rates prescribed by Regulation 35 of the Public Sector Management Act as is in force from time-to-time or any such provision which may replace this Regulation.

13. HIGHER AND EXTRA DUTIES ALLOWANCE

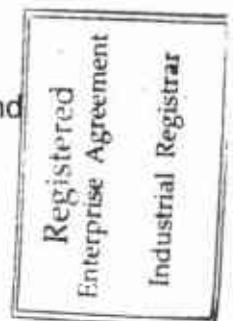
- (a) An employee who relieves in a higher level position for one full day or more shall be paid at least the rate which would be applicable if such duties were performed on a permanent basis.
- (b) An employee will be appointed to act as a replacement for the Counselling Co-ordinator whenever the Co-ordinator is away from work for more than five days.
- (c) Where an employee is directed to perform the work of another employee which attracts a lower rate such employee shall not suffer any reduction in the rate of pay.

14. ANNUAL LEAVE

- (a) Annual Leave shall be granted to a full-time employee at the rate of twenty one days per year and on a pro-rata basis to permanent part-time employees. The additional day is in accordance with the Clause 15a - Public Holidays.
- (b) Such leave shall be taken on its due date or as it is mutually convenient thereafter.
- (c) Annual Leave loading of 17.5% is calculated on twenty days per annum and paid at the time of taking leave.
- (d) Annual Leave shall accrue to a maximum of two years entitlements only.

15. SICK LEAVE

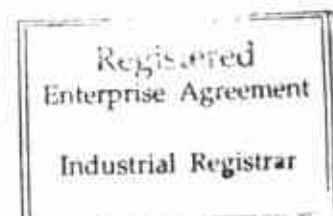
- (a) In the event of an employee becoming sick and unfit for duty and certified as such by a duly qualified medical practitioner, they shall be entitled to 10 days sick leave on full pay for each year of service.
- (b) An employee taking more than two days continuous sick leave must satisfy the employer that the leave was required for health purposes by the production of a doctor's certificate.



- (c) Where an employee's sick leave can be demonstrated to fall in a regular pattern (for example: before or after rostered days off, or weekends), the employer may request production of a medical certificate.
- (d) If the full period of sick leave is not taken in any year such portion which is not taken shall be accumulated up to five years. There shall be no payment of portions of leave not taken on retirement or termination.
- (e) The employer shall not terminate the service of an employee while that employee is on sick leave pursuant to Sub-clauses (a) and (b) of this clause.
- (f) If the employee becomes sick or is injured while on annual leave such that the employee is unable to derive benefit for annual leave, the employee shall be granted leave under Sub-clause (a) of this clause equivalent to the period of sickness or injury occurring within the scheduled period of annual leave. Proof of such illness or injury shall be finalised to the employer.

16. PUBLIC HOLIDAYS

- (a) New Year's Day, Australia Day, Good Friday, Easter Sunday, Easter Monday, Anzac Day, Queen's Birthday, Labour Day, Christmas Day, Boxing Day and an additional day's holiday to be observed pursuant to subclause (b) of this clause, and any other day gazetted as a public holiday for the State shall be holidays for the purposes of this award.
- (b) In addition to the holidays specified in subclause (a) of this clause, an employee shall be entitled to one additional day as a holiday in each calendar year. Such additional holiday shall be added to an employee's annual leave entitlement (see Clause 13a).
- (c) No deductions shall be made from the wages of weekly or part-time employees for the week in which any of the holidays, referred to in sub-clause (a) of this clause, fall.
- (d) For work done on any of the holidays, referred to in subclause (a) of this clause, double time and one half shall be paid with a minimum payment for four hours' work.
- (e) When a public holiday is observed on an employee's working day, during a period of annual leave, or sick leave, the employee shall be granted an additional day's leave without loss of pay in lieu thereof.



17. LONG SERVICE LEAVE

Employees shall be entitled to long service leave of:

- Eight and two thirds weeks leave after ten years continuous service
- Four and one third weeks leave after each additional five years service

Pro-rata long service leave may be paid after five years service if an employee is terminated (except for reasons constituting gross misconduct) or is leaving employment for ill-health, domestic or other pressing necessity.

The amounts above, and all other conditions are in accordance with the NSW Long Service Leave Act 1955.

18. MATERNITY LEAVE

Maternity Leave Provisions will be in accordance with the provisions in the NSW Industrial Relations Act 1996, with the exception that any permanent employee whose expected day of confinement falls some time after being continuously employed for 20 months shall receive nine weeks pay, calculated on the basis of the employees average weekly earnings, excluding allowances.

The employee may elect to receive the payment at half pay over eighteen weeks.



19. PARENTAL LEAVE

Parental leave will be in accordance with the NSW Industrial Relations Act 1996 with the exception that an employee, not being an employee entitled to take maternity leave, who is required to fulfil primary parental responsibilities, is entitled to one week's paid leave for the purpose of parental care, provided that such leave is taken within six months of the birth or adoption of the child. Such leave shall be authorised by the Supervisor in consultation with the Chief Executive Officer.

20. SPECIAL LEAVE

An employee may be granted special leave on full pay to a maximum of five (5) working days in any two years of service for compassionate reasons which shall include, but not be limited to death or illness in the employee's immediate family, removal of house or termination of pregnancy. Special leave will not be withheld unreasonably. An employee may be granted up to two (2) extra days in addition to the foregoing five (5) working days for the illness of a child upon production of a certificate from a qualified practitioner.

21. PERSONAL/CARER'S LEAVE

(a) Use of Sick Leave

- (i) An employee, other than a casual employee, with responsibilities in relation to a class of person set out in (iii) a) who need the employee's care and support, shall be entitled to use, in accordance with this subclause, any current or accrued sick leave entitlement, 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.
- (ii) The employees 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.
- (iii) The entitlement to use sick leave in accordance with this subclause is subject to:
 - (a) the employee being responsible for the care of the person concerned and
 - (b) the person concerned being:
 - a spouse
 - a partner or defacto spouse living with the employee on a bona fide domestic basis
 - 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 of de facto spouse of the employee or

a same sex partner who lives with the employee as the partner of that employee on a bona fide domestic basis or

a relative of the employee who is a member of the same household, where for the purposes 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.

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.

(b) Unpaid Leave for Family Purposes

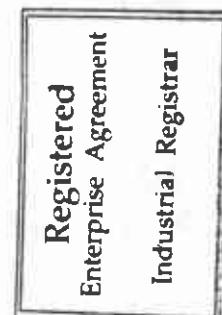
- (i) An employee may elect, with the consent of the employer, to take unpaid leave for the purpose of providing care and support to a member of a class of person set out in (iii) (b) above who is ill.

(c) Annual Leave

- (i) 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.
- (ii) Access to annual leave, as prescribed in paragraph (i) above, shall be exclusive of any shutdown period provided for elsewhere under this award.
- (iii) 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.

(d) Time Off in Lieu of Payment for Overtime

- (i) 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.



- (ii) Overtime taken as time off during the ordinary time hours shall be taken at the ordinary time rate, that is an hour for each hour worked.
 - (iii) If, having elected to take time as leave in accordance with paragraph (i) above, the leave 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.
 - (iv) Where no election is made in accordance with paragraph (i), the employee shall be paid overtime rates in accordance with the award.
- (e) **Make-up Time**
- (i) 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.
 - (ii) 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.
- (f) **Rostered Days Off**
- (i) An employee may elect, with the consent of the employer, to take a rostered day off at any time.
 - (ii) An employee may elect, with the consent of the employer, to take rostered days off in part day amounts.
 - (iii) An employee may elect, with the consent of the employer, to accrue some or all rostered days off for the purpose of creating a bank 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.

CLAUSE 22. BEREAVEMENT LEAVE

- (I) An employee shall be entitled to a maximum of two days' leave without loss of pay on each occasion and on production of satisfactory evidence of the death employee's partner, spouse, father, mother, brother, sister, child, stepchild, grandparents or parents-in-law. for the purpose of this subclause the words "father" and "mother" shall include foster-father or mother and stepfather or mother.



23. LEAVE WITHOUT PAY

- (a) Where an employee has completed at least twelve months continuous service or its equivalent, such employee may be granted leave without pay up to a maximum of two (2) months without losing continuity of service. Such leave will be authorised by the supervisor in consultation with the Chief Executive Officer.

Subject to the foregoing conditions, such leave shall only be granted if adequate/satisfactory replacement staff can be arranged.

- (b) Leave without pay shall not break the continuity of service for the purpose of accrual of entitlements or incremental increases.

24. EDUCATION LEAVE

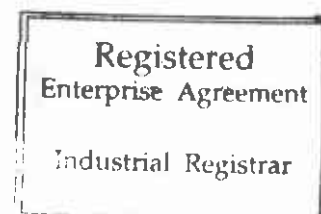
Parts (a) and (b) of this clause are to be read in conjunction with the Preterm Foundation Conference and Study Leave Policy as amended from time to time.

- (a) Conference Leave

An employee may take approved leave to attend conferences relevant to the employee's work. Such leave must be authorised by the Counselling Co-ordinator or Chief Executive Officer. An employee who is authorised to attend a conference pursuant to the provisions of this Sub-clause on a day upon which such employee is rostered for work shall be paid at ordinary hourly rates for the time spent in attending the conference.

- (b) Study Leave

- (i) A permanent employee may apply for paid study leave to a maximum of four hours per week for a full-time employee and pro-rata for a part-time employee providing that such course is relevant to the employee's work and is approved by the Counselling Co-ordinator or Chief Executive Officer.
- (ii) The maximum leave which can be taken in any twelve month period shall be calculated on the basis of four hours multiplied by the number of weeks in the academic year for the course in which the employee is enrolled.
- (iii) The requirements of the employee's position with the employer including the necessity to be at work on specific days or times and availability of relief staff shall be taken into account in consideration of the employee's application.



(c) Examination Leave.

- (i) A permanent employee may apply for examination leave to a maximum of one day for each examination taken on an approved subject, and pro-rata for a part-time employee subject to conditions outlined in Clause b) (i).

(d) Training.

- (i) An employee participating in recognised training courses provided by, or approved by the said employer at some other institution shall receive the normal rate of pay for rostered days which occur while attending such course.

(e) Trade Union Training Leave.

Up to two Union accredited employees shall be entitled to a maximum of twelve working days leave on full pay in any two year period, provided that adequate notice, which shall be not less than four weeks' notice, is given to the employer and the following conditions met:

- (i) Adequate alternative workplace arrangements can be made for the performance of the employee's normal duties.
- (ii) At any time, no more than two employees shall be entitled to leave for this purpose and no more than four periods of leave shall be granted to employees covered by this Agreement in any two year period.
- (iii) The Union shall give written notice to the employer of the nomination of the employee, together with time, date and venue of the course.
- (iv) Leave under this Clause shall count as service for all purposes.

25. CHILD CARE

An employee responsible for the care of a child shall be entitled to bring such child to the workplace in an emergency situation after contact with the Supervisor provided such arrangements does not interfere with the performance of the employee's duties. In other circumstances, where authority has been obtained from the employer and other affected employees agree, an employee responsible for the care of a child may bring such child to the workplace.



26. JURY SERVICE/BLOOD DONATION

- (a) An employee shall be entitled to leave to attend jury service. Where payment for such service is less than the employee's normal rate of pay, the employer shall pay the employee such difference for the period of service.
- (b) An full-time employee shall be entitled to paid leave where such leave is for the purpose of donating blood.
- (c) Where an employee takes leave under this Clause, the employer may request written proof that leave has been taken for this purpose.

27. TERMINATION OF SERVICES

Termination of employment by the employer shall not be harsh, unjust or unreasonable. Either party will give to the other two weeks written notice of termination except where the circumstances give the right to the employer to direct instant dismissal.

28. DISPUTED TERMINATIONS

- (a) Upon receiving such notice, the employee shall have the right of review to a Committee of the Chief Executive Officer (and if relevant, the Counselling Co-ordinator) at which Committee the employee shall have full speaking rights and shall have the right to union representation. In addition, the employee may make written representations to the Committee.
- (b) If such appeal is successful, the employee's continuity of service will be deemed not to have been broken and all monies and entitlements to the employee will be restored.
- (c) Provided that nothing in this Clause shall remove rights conferred by the NSW Industrial Relations Act 1996 as amended.

29. INTRODUCTION OF CHANGE

Employer's Duty to Notify.

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 of employees, the employer shall notify the employees who may be affected by the proposed changes and the Australian Services Union.

"Significant effects" include termination of employment, major changes in the composition, operation or size of the employer workforce or in the skills required; the elimination or diminution of job opportunities; promotion opportunities of job tenure; changes in the designation of staff positions, the alteration of hours of work; the need for retraining or transferring of employees to other work or locations and the



restructuring of jobs. Provided that where the Award makes provision for alteration of any of the matters referred to, an alteration shall be deemed not to have significant effect.

Employer's Duty to Discuss Change

The employer shall discuss with the employees affected and the Australian Services Union, the introduction of the changed referred to in subclause (b), 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.

The discussions shall commence before or as early as practicable after a definite decision has been made by the employer to make the changes referred to in Subclause (a) and (b).

For the purpose of such discussion, the employer shall formally advise to the employees concerned and the Union, all relevant informant 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.

29A. C&A COMMITTEE AND MAJOR CHANGE

(a) The C&A Committee shall consider the following matters:-

- Proposals for changes to this Agreement.
- Proposals for major change as referred to in Clause 30, Introduction of Change prior to a definite decision being made. Such major changes will also include any proposed creation of a new classifications not covered by this Agreement at the time.
- Proposals for the conduct of a significant review of the organisation, or parts of the organisation, that could be reasonably expected to impact on the employment conditions of employees.
- Other such matters as the C&A committee may from time to time consider to be appropriate.

(b) In considering major change, as referred to above, the following processes shall be followed.

- (i) In the first instance Management and/or the Board shall make a decision to consider a major change and shall set out in general terms what it is envisaged such a major change may be.
- (ii) The completion of the consultative process and prior to a final recommendation being made, the Committee shall consider the results



of the consultation and shall comment on any proposal/s to go to Management and/or the Board.

- (iii) Throughout this process the parties agree that they will act in a cooperative manner with a view toward minimising conflict. Nothing in this process however shall undermine the rights of the parties to hold different views and/or opinions on the matters to be considered from time to time.

30. REDUNDANCY

In the case of redundancy employees shall be entitled to the following:

- | <u>Period of Continuous Service</u> | <u>Severance Pay</u> |
|-------------------------------------|----------------------|
| Less than 1 year | Nil |
| More than 1 but less than 2 | 4 weeks pay |
| More than 2 but less than 3 | 7 weeks pay |
| More than 3 but less than 4 | 10 weeks pay |
| More than 4 but less than 5 | 12 weeks pay |
| More than 5 but less than 6 | 14 weeks pay |
| More than 6 | 16 weeks pay. |
- (b) Employees who are aged 45 and over shall receive a 25% loading on the amount of severance pay due.

31. CIVIL LIABILITY

The employer shall be responsible for any civil action taken against an employee in respect of any authorised action taken by the employee in the course of such employee's employment.

32. 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:

Employee's name

Period of employment, from to

Title of position

Nature of work

Nature of employing body

Signed

Stamp of Employer

Date



33. UNION MEMBERSHIP

The employer will give employees membership application forms for the Australian Services Union of NSW at the commencement of their employment and will facilitate deduction of membership fees from salary payments.

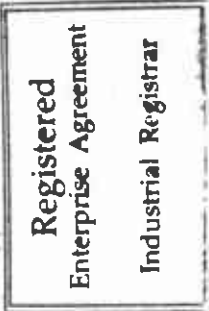
34. UNION NOTICE BOARD

An accessible space for Union notices shall be provided by the employer, whereupon, in addition to any material posted by the Union, an updated copy of the Agreement shall be posted by the employer.

35. UNION REPRESENTATIVES

(a) Accredited Union representatives shall be allowed to approach or to be approached by a Union member for payment of Union dues or other payments or to discuss any matter related to the employee's employment at any time during working hours.

(b) Representatives shall be entitled to confer or negotiate with management within working hours without loss of pay on any matter affecting or likely to affect in any way employees in that establishment. Representatives shall have access to a telephone and be provided with a suitable cupboard or furniture to enable them to keep records, receipts and the like.



36. UNION FEES

(a) Union members shall be entitled to have their Union fees deducted from their fortnightly wages if they so desire.

(b) The amount deducted shall be the appropriate annual union fee divided by 26.

37. SUPERANNUATION

The employer will make superannuation contributions at a level not less than that stipulated under the Superannuation Guarantee (Administration) Act 1992.

38. GRIEVANCE AND DISPUTES SETTLING PROCEDURES

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

(i) The matter shall first be discussed by the aggrieved employee(s) with the immediate supervisor.

- (ii) In the event of failure to resolve the dispute the accredited Union representative shall confer with the appropriate supervisor and/or manager of the employee.
- (iii) In the event of failure to resolve the dispute the matter shall then be referred to a management representative(s) and an appropriate officer of the Union, who will confer and attempt to reach a settlement.
- (iv) In the event of failure to resolve the dispute by means of amicable agreement between the parties, such parties to this Agreement may notify the matter to the Industrial Relations Commission of NSW. The parties will then attempt to reach a settlement at the conciliation stage of the compulsory conference so called.

Should a settlement not be reached by conciliation, the dispute shall proceed to arbitration in the normal manner and both parties agree to accept the decision of the relevant industrial tribunal, subject to each party's rights under the Act.

- (b) 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.



39. DISCIPLINARY PROCEDURE

Disciplinary action will be taken against employees whose work performance is unsatisfactory. The intention of this disciplinary action is to correct behaviour and improve performance.

Where the manager considers disciplinary action is necessary the following will apply:

A. VERBAL WARNING

- (i) The Manager will meet with the employee to discuss performance and actions required to improve performance. The manager will advise the CEO of actions taken.
- (ii) When circumstances pertain to administration staff the CEO will enlist the co-operation of one of the other Departmental Managers.
- (iii) If there is a recurrence of the problem then the manager will advise the CEO that disciplinary action is required.
- (iv) The CEO will write to the employee to arrange a meeting

- (v) The employee will attend a meeting with the Manager and CEO. The employee will be entitled to be accompanied by a union representative or other nominee at this meeting.
- (vi) The CEO will issue a verbal warning to the employee. The employee will be given the opportunity to discuss the complaint.
- (vii) The manager will discuss with the CEO whether to proceed with issuing the First Written Warning.
- (viii) If there is no recurrence of the problem within six months the records will be destroyed.

B. FIRST WRITTEN WARNING

- (i) If there is no improvement within the agreed period the CEO will issue a written warning to the employee.
- (ii) If there is no recurrence of the problem within six months the records will be destroyed.
- (iii) The manager will inform the CEO if the problem persists within the next six months.

C. FINAL WRITTEN WARNING

- (i) If there is no improvement within the agreed period the CEO will write to the employee to arrange a meeting.
- (ii) The employee will attend a meeting with the Manager and CEO. The employee will also be entitled to be accompanied by a union representative or other nominee at this meeting.
- (iii) The CEO will issue a final written warning to the employee and inform the employee that his or her employment is under review.

D. In exceptional circumstances of serious misconduct the CEO can proceed directly to written warning stage.

E. At any stage the ASU may be involved.



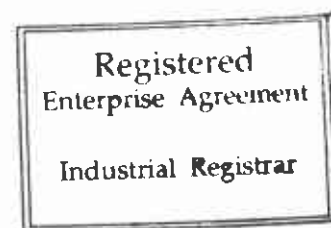
40. LABOUR FLEXIBILITY

- (a) The employer may direct an employee to carry out such duties as are within the limits of the employee's skill, competence and training, consistent with the classification structure of this Agreement provided that such duties do not have the effect of promoting de-skilling.
- (b) Any direction issued by the employer in relation to (a) above, shall be

consistent with the employer's responsibilities to provide a safe and healthy working environment.

41. OCCUPATIONAL HEALTH AND SAFETY

- (a) The parties are committed to achieving healthier and safer jobs via workplace changes and agree that this can be achieved in tandem with improved efficiency and productivity. The parties intend that this will be accomplished by establishing a comprehensive and cooperative approach to managing occupational health and safety issues which claim to:
- (i) Control hazards at source;
 - (ii) Reduce the incidence and cost of occupational injury and illness;
 - (iii) Review work and management practices affecting the inter-relationship between efficiency, productivity and health and safety; and
 - (iv) Provide a rehabilitation system for counsellors affected by occupational injury or illness.
- (b) The parties agree that the Counselling Administration Committee shall obtain external expert advice on occupational health and safety matters affecting Counsellors and Administration staff where appropriate.
- (c) The Foundation recognises that it bears legal responsibility both at common law and by stature to provide a safe and healthy place/system of work and acknowledges that the involvement of the Counsellors and Administration employees on the Committee does not render those employees liable at law for any adverse outcomes or consequences arising out of the application of the standards and criteria established by that committee.



SIGNED FOR AND ON BEHALF OF PRETERM FOUNDATION

Colleen Hannon-Mill

Colleen Hannon-Mill
Chief Executive Officer

SIGNED FOR AND ON BEHALF OF THE AUSTRALIAN
SERVICES UNION OF NSW

Alison Peters - Luke Foby

Alison Peters - Luke Foby
Branch Secretary



APPENDIX 'A'

RATES OF PAY FOR COUNSELLORS

(Equivalent to Social Welfare Worker Category 2 of the *Social and Community Services Employees (State) Award.*)

Staff employed before 9.2.89

PERMANENT RATE per hour

	\$
5 th year	20.47

Staff employed after 9.2.89

	PERMANENT RATE per hour \$	CASUAL RATE per hour \$
1 st year	15.60	18.59
2 nd year	16.34	19.47
3 rd year	17.10	20.38
4 th year	17.87	21.30
5 th year	18.62	22.19
Co-ordinator	22.57	26.90

- Rates quoted above include 2% salary increase applicable 1/1/2000.
- The rates quoted will be increased by 2% on 1/1/2001 and 3% on 1/1/2002.
- Casual rates quoted are inclusive of loadings (Clause 7.c.ii).



APPENDIX 'B'

ADMINISTRATION EMPLOYEES

	PERMANENT RATE per hour	CASUAL RATE per hour
	\$	\$
Telephonist/Switchboard Operator	15.29	18.22
Admissions Clerk	15.29	18.22
Medical Records Clerk	15.29	18.22
Cashier	17.40	20.73
Accounts Clerk	23.00	27.41
Executive Assistant	20.09	23.94

- Rates quoted above include 2% salary increase applicable 1/1/2000.
- The rates quoted will be increased by 2% on 1/1/2001 and 3% on 1/1/2002.
- Casual rates quoted are inclusive of loadings (Clause 7.c.ii).

Registered
Enterprise Agreement
Industrial Registrar