

ENTERPRISE AGREEMENT

NO. EA 98/102
.....

DATE REGISTERED 27-3-98
.....

PRICE \$ 90-00
.....

REGISTER OF
ENTERPRISE AGREEMENTS

ENTERPRISE AGREEMENT NO: EA98/102

TITLE: Relationships Australia (NSW) Certified Agreement

I.R.C. NO: 98/1312

DATE APPROVED/COMMENCEMENT: 27 March 1998

TERM: 27 March 2001

NEW AGREEMENT OR
VARIATION: New

GAZETTAL REFERENCE:

DATE TERMINATED:

NUMBER OF PAGES: 45

COVERAGE/DESCRIPTION OF

EMPLOYEES: Employees working in support services for Relationship Australia

PARTIES: Relationships Australia (NSW) -&- Australian Services Union of N.S.W.



RELATIONSHIPS AUSTRALIA (NSW) AGREEMENT



PART I - OPERATION OF THE AGREEMENT

1 - TITLE

This Agreement shall be known as the Relationships Australia (NSW) Certified Agreement.

1A - INDEX

Registered
Enterprise Agreement
Industrial Registrar
Page No

PART 1 - OPERATION OF THE AGREEMENT

| Clause | Subject | Page No |
|--------|---|---------|
| 1 | Title..... | 1 |
| 1a | Index | 1 |
| 2 | Parties Bound..... | 3 |
| 3 | Date Of Operation..... | 3 |
| 4 | Terms And Conditions..... | 3 |
| 5 | Posting Of Agreements And Union Notices | 3 |

PART II - ENGAGEMENT OF EMPLOYEES

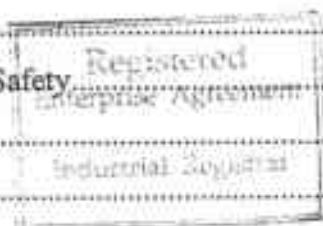
| | | |
|----|---------------------------------|---|
| 6 | Contract Of Employment..... | 4 |
| 7 | Hours Of Work | 5 |
| 8 | Flexitime | 7 |
| 9 | Higher Duties Allowance..... | 7 |
| 10 | Promotion..... | 7 |
| 11 | Union Membership And Fees | 8 |

PART III - WAGES AND SUPERANNUATION

| | | |
|----|---------------------------------------|----|
| 12 | Rates Of Pay | 8 |
| 13 | Overtime | 9 |
| 14 | Payment Of Wages | 10 |
| 15 | Superannuation | 11 |
| 16 | Accident Pay And Make Up Of Pay | 11 |
| 17 | Record Keeping | 12 |

PART IV - ALLOWANCES AND AMENITIES

| | | |
|----|--|----|
| 18 | Travelling And Motor Vehicle Allowance | 12 |
| 19 | Amenities | 13 |
| 20 | Stress Prevention..... | 13 |
| 21 | Occupational Health And Safety..... | 14 |
| 22 | First Aid | 15 |
| 23 | Telephone Allowance | 15 |



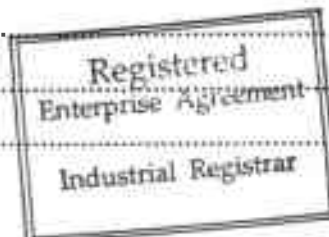
PART V - LEAVE

| | | |
|----|---|----|
| 24 | Sick Leave..... | 15 |
| 25 | Annual Leave | 16 |
| 26 | Additional Annual Leave | 17 |
| 27 | Public Holidays..... | 17 |
| 28 | Leave Without Pay..... | 18 |
| 29 | Long Service Leave | 18 |
| 30 | Parental Leave..... | 18 |
| 31 | Maternity Leave | 19 |
| 32 | Paternity Leave | 22 |
| 33 | Adoption Leave..... | 23 |
| 34 | Combined Parenting Leave..... | 26 |
| 35 | Family Leave | 27 |
| 36 | Bereavement Leave..... | 29 |
| 37 | Same Sex Relationships..... | 30 |
| 38 | Conference, Training And Study Leave | 30 |
| 39 | Trade Union Training Leave..... | 31 |
| 40 | Special Leave: Indigenous Or Other Background | 31 |
| 41 | Jury Service..... | 32 |
| 42 | Blood Donors..... | 32 |
| 43 | Calculation Of Continuous Service | 32 |

PART VI - GRIEVANCE, DISCIPLINARY PROCEDURES, TERMINATION, INTRODUCTION OF CHANGE AND REDUNDANCY

| | | |
|----|--|----|
| 44 | Grievance Procedures | 33 |
| 45 | Counselling And Disciplinary Procedures..... | 34 |

| | | |
|----|---|----|
| 46 | Injuring An Employee On Account Of Industrial Action..... | 36 |
| 47 | Union Right Of Entry..... | 37 |
| 48 | Termination Of Employment..... | 37 |
| 49 | Introduction Of Change..... | 39 |
| 50 | Redundancy..... | 40 |
| 51 | Union Delegates..... | 42 |
| 52 | Savings Clause..... | 42 |



2 - PARTIES BOUND

2.1 This Agreement shall apply to:

- (a) the Australian Services Union NSW and ACT (Services) Branch (after referred to as the "Australian Services Union" or "the Union"); and
- (b) Relationships Australia (NSW).

3 - DATE OF OPERATION

This Agreement shall operate on and from the first pay period after registration and shall continue in force for a period of three years.

4 - TERMS AND CONDITIONS

The terms and conditions included in this agreement reflect the particular nature of work in relationship support services. The principles underpinning that work, is a commitment to, and respect for, human rights and the value of relationships. The services provided need to demonstrate flexibility and responsiveness to client needs, whilst recognising the needs, rights and responsibilities of staff.

The work of all staff is valued, and their access to appropriate employment conditions should not be based on employment categories or classification.

All staff, clinical, administrative and managerial, play vital roles in meeting the needs of their community through their work in Relationships Australia (NSW).

5 - POSTING OF AGREEMENTS AND UNION NOTICES

- 5.1 A copy of this Agreement shall be kept in a convenient place for perusal of all employees.
- 5.2 All new employees, on engagement, shall be advised that the Agreement applies and where it is kept at the work place for perusal.
- 5.3 The employer shall permit notices from the Union to be posted in a convenient place for perusal by employees.

PART II - ENGAGEMENT OF EMPLOYEES

6 - CONTRACT OF EMPLOYMENT

6.1 Upon engagement the employer shall provide each new employee with a written statement which will specify:

- (a) an outline of the duties of the position;
- (b) the employee's regular hours of work; and
- (c) the employee's classification
- (d) the employee's work base location

Registered
Enterprise Agreement

Industrial Registrar

Employment Categories

6.2 Employment categories are in accordance with the following schedule.

| Category | Description | Benefits under the Enterprise Agreement |
|---|--|---|
| Category I Full time Permanent | Continuing tenure based on full time hours | Full extent of relevant benefits |
| Category II Full time Fixed term on contract | Fixed term tenure for specific task or project, or relief, based on full time hours (where circumstances warrant, the tenure may be extended for a limited extra period). Minimum period of employment being three months. | Full extent of relevant benefits according to the period of employment |
| Category III Part time Permanent | Continuing tenure based on regular but less than full time hours | All relevant benefits on a pro-rata basis (ie. part time hours as a proportion of full time hours) |
| Category IV Part time Fixed term on contract | Fixed term tenure based on regular but less than full time hours (where circumstances warrant, the tenure may be extended for a limited extra period). Minimum period of employment being three months. Staff in this category can elect to go into Category V subject to managerial approval. | All relevant benefits on a pro-rata basis (ie. part time hours as a proportion of full time hours) |
| Category V Casual | Casually engaged - working irregular hours and / or regular hours for a limited period of time to meet short term needs. This period may extend to 12 months and may then be renegotiated. | The relevant hourly rate according to the appropriate classification plus a 20% casual employee loading for each hour worked. The casual employee loading is in compensation for all award benefits other than overtime and long service leave. A minimum of three hours will apply except with mediators where it will be two hours. |

- 6.3. Any hours worked by an employee temporarily replacing another ~~employee absent from~~ duty which are in addition to those for which the employee is normally rostered shall not affect the original contract of employment.
- 6.4. The ordinary hours of work for a part-time employee may be varied to accommodate the requirements of work, after discussions and agreement between the parties.

7 - HOURS OF WORK

- 7.1 This agreement provides Flexibility of working hours to the Employees and Relationships Australia (NSW). Hours for clinical staff are based on 19 completed interviews per week for full time counsellors in the Family and Child Counselling Program (formerly known as the Marriage Counselling Program) with a 50 minute hour for second and subsequent individual counselling interviews (except when circumstances dictate that a longer interview is necessary). This clause does not refer to the Family Therapy and Mediation Programs, (RAPS and Touchstone) Family Skills or the Family and Child Mediation Program. The targets for all staff will be calculated in accordance with current practice.
- 7.2 Any change to the figures in 7.1 will be achieved through a consultative process with staff, having regard to the obligations of Relationships Australia (NSW) under funding arrangements.
- 7.3 Hours of work for staff employed at the time of entering into this agreement will not change (unless mutually agreed) with the following exceptions:
- 7.4 Full time hours per week will be 37.5
- 7.5 The spread of ordinary hours are:
8.00 am - 8.00 pm Monday to Friday and 9.00 am - 3.00 pm Saturday
Hours worked within this spread are paid at single time.

After Hours Work

Administration Staff

- 7.6. There will be an extension of administration hours in major regional offices and central office of one hour per day, to be worked outside the core business hours of 9 am to 5 pm Monday to Friday. This extension of administration hours of five per week will be shared equally amongst administration staff, eg. 8.00am to 5.00pm / 8.30am to 5.30pm / 9.00am to 6.00pm. In offices where the staff numbers are insufficient to provide this flexibility the system will not operate.

Clinical Staff

- 7.7 Clinical staff will conduct three interviews per week after hours outside the hours 9.00am to 5.00pm Monday to Friday for a full time employee, or in the case of other programs where it is not possible to use interviews as a measure then this would be the equivalent of 12% of total work hours, that is to say, 4.5 hours.

- 7.8 Staff may elect to increase their flexibility by working more of their hours outside these hours at single time rates. This will be by mutual agreement only, and there will be no expectation for staff employed prior to the commencement of this agreement to do so. If any staff member is required by their manager to work outside the spread of hours, or in excess of the required after-hours commitment, appropriate overtime rates will apply.
- 7.9 Remote area travel may be included as part of the after hours worked outside normal hours. Prior managerial approval will be required.

Staff Employed After Commencement Of Agreement

- 7.10 Staff employed after the commencement of this Agreement will be employed at hours to suit the needs of Relationships Australia (NSW), but within the spread of hours in 7.5.
- 7.11 Staff employed in this category will not be required to work outside the core hours on more than two occasions in any week. This may be increased by mutual agreement.



Travel After Hours

- 7.12 Where an employee is required to work at times and/or in places where the use of public transport could reasonably be deemed to place the employee in a position of personal risk, Clause 18.4 applies.

Meal Breaks

- 7.13 An employee shall not be required to work more than five hours without a break for a meal.
- 7.14 Staff may elect to take a minimum of 30 minutes for lunch breaks again balancing their needs against the needs of the organisation.
- 7.15 Where an employee is required to work during a meal break and continuously thereafter, she or he shall be paid at the rate of time and a half in addition to any penalty rate applying for the time worked, until released from duty for a meal break.
- 7.16 Where an employee is required by the employer to have a meal with a client or clients as part of the normal work routine or client program, she or he shall be paid for the duration of the meal period at the ordinary rate of pay.
- 7.17 An employee may elect to take an unpaid meal break after the meal period. In such a case, all ordinary hours after the meal period shall be paid at the ordinary rate of pay.

8 - FLEXITIME

Flexitime is a voluntary system which is accumulated at single time rates because it provides flexitime as to when hours are worked, and does not change the number of hours per month. The following improvements will be made to the scheme.

Eligibility

- 8.1 Full time and part time permanent staff may participate in the flexitime scheme.
- 8.2 Flexi-time is available when a staff member's standard monthly hours are worked over 19 days rather than 20 days.
- 8.3 Staff are to continue to meet work output targets.



Provision

- 8.4 One flexi-day to be taken in each four week period.
- 8.5 Flexitime can be accrued up to five days at any one time and only once during a year it may be taken as a block of five days or subsequent blocks in parts to a maximum of five days with prior management approval.
- 8.6 Staff can take flexitime as a whole or part day.
- 8.7 Staff are required to take lunch breaks a minimum of thirty minutes per day.
- 8.8 Staff are encouraged, with the support of management, to take their flexitime as they become entitled. However, in extreme circumstances where this cannot occur due to pressure of work, flexitime may be paid out at single rates- this requires prior managerial approval.

9 - HIGHER DUTIES ALLOWANCE

- 9.1 An employee who is called upon by the employer to perform the duties of another employee in a higher classification under this Agreement for five consecutive days so worked shall be paid for the period for which duties are assumed at a rate not less than the minimum rate prescribed for the higher classification.
- 9.2 In cases where the minimum rate of the higher classification is the same as the relieving employee's current salary, the relieving employee shall be paid at the first salary level above his/her current salary.

10 - PROMOTION

- 10.1 Where an employee is promoted from their existing classification to a higher classification, that employee shall be paid, upon commencement in the higher position, at the appropriate rate prescribed by Clause 12 of this Agreement.
- 10.2 In cases where the minimum rate of the higher classification is the same as the promoted employee's current salary, the promoted employee shall be paid at the first salary level above his/her current salary.

11 - UNION MEMBERSHIP AND FEES

- 11.1 An employer shall, upon appointment of a new employee, advise the employee of the Agreement and give him/her the address of the Branch office of the Union in the relevant State or Territory.

PART III - CLASSIFICATIONS AND WAGES

12 - RATES OF PAY

- 12.1 From 1.10.97 the pay rates will be based on the current salary scales shown in Annexure A which will be increased as specified in clause 12.2. These rates include an initial pay rise of 2.5%.
- 12.2 During the term of the Agreement salaries will be further increased by 2.5% on the following dates 1.4.98, 1.10.98, 1.4.99, 1.10.99 and 1.4.2000 to be paid the first pay period on or after these dates.
- 12.3 Full time employees who prior to this agreement worked 36.75 hours per week will on commencement of the agreement work 37.5 hours per week. These employees will receive an additional 1% salary increase at the commencement of the agreement.
- 12.4 Staff of Relationships Australia (NSW) acknowledge that should the income increases required to fund the salary increase not occur, staff redundancies maybe necessary. These redundancies will take place in accordance with the provisions of this Agreement.

Salary Bands

- 12.5 During the first six months of the agreement, salary bands (as distinct from the levels within bands) will be examined with a view to developing a system for assessing job size and providing a larger differential between bands. External advice will be sought to establish the system.
- 12.6 There will be no salary increase as a result of this process during the term of this agreement.

Salary Sacrifice

- 12.7 Subject to an assessment of costs and benefits to Relationships Australia (NSW) and individual employees, salary sacrificing can be negotiated.
- 12.8 The total benefit under a salary sacrifice scheme will not exceed the equivalent of the salary increase available to staff.

13 - OVERTIME

Approval Of Overtime

- 13.1 In consultation with the employees, the employer shall establish a procedure for approval of overtime.
- 13.2 Overtime shall only be worked with the prior approval of the employer.
- 13.3 Employees may work overtime without specific prior approval in emergency situations.
- 13.4 An employee required to work overtime, other than in the case of emergency, shall be given reasonable notice of the requirement to work overtime.

Registered
Enterprise Agreement
Industrial Registrar

Definition

- 13.5 Subject to other provisions of this Clause, all authorised time worked by employees in excess of ordinary hours of work as prescribed in Clause 7 shall be overtime.

Rates

- 13.6 Overtime is time worked in excess of 37.5 hours per week OR when work is performed on any one day outside the hours of 8 am - 8 pm Monday to Friday, and 9 am to 3 pm Saturday
- 13.7 Work performed before 8 am or after 8 pm Monday to Friday will be paid at the rate of time and a half.
- 13.8 Overtime worked after 3 pm Saturday or all day Sunday shall be paid at the rate of double time.

Time Off In Lieu Of Overtime

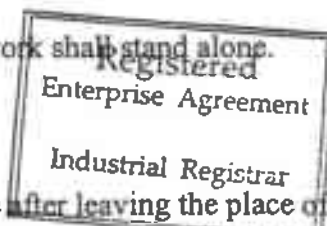
- 13.9 Subject to other provisions of this Clause, by mutual agreement, time off may be granted in lieu of payment.
- 13.10 Time off in lieu of payment shall accrue at the rates set out in subclauses 13.7 and 13.8.
- 13.11 Time off in lieu accrued shall be taken as soon as practicable after the extra duty.
- 13.12 By mutual agreement, an employee may accumulate up to one week's ordinary hours time in lieu calculated on the appropriate overtime rates.
- 13.13 By mutual agreement, where an employee has accumulated time in lieu the employee may take the time off in conjunction with annual leave for each hour worked. In such circumstances, the time off in lieu shall not attract annual leave loading.
- 13.14 If accumulated time in lieu has not been taken within two pay periods and there is no agreement in accordance with subclause 13.12, payment for the overtime worked shall be made in the next pay period.

Minimum Payment

- 13.15 An employee who is required to present for overtime work on a Saturday, Sunday or Public Holiday shall be paid for a minimum of three hours.

Calculation Of Payment

- 13.16 The hourly rate to be used for such calculations shall be that defined in Clause 12.
- 13.17 In the case of casual employees, overtime payments shall be in addition to the 20% casual loading.
- 13.18 In computing overtime payments, each day's work shall stand alone.



Recall To Work

- 13.19 An employee who is recalled to work overtime after leaving the place of employment, shall be paid for a minimum of three hours work at the appropriate rate for such time recalled.
- 13.20 An employee recalled shall not be required to work the full three hours if the work to be performed is completed in a shorter period.
- 13.21 Where an employee is recalled for duty on her or his flexiday she or he shall be paid in accordance with the provisions of subclause 13.16 and shall be entitled to substitute another day for the programmed day.
- 13.22 Where a full time employee has been given prior notice that she or he will be required to work on his or her programmed day off due to an emergency, the employee shall be paid at ordinary time for that day and a substitute day off shall be granted.

Transport

- 13.23 When an employee is required to work overtime and finishes work at a time when normal means of transport are not available, the employer shall provide the employee with the cost of a taxi and the time of travel shall be paid as time worked. If the employee uses her or his own vehicle, she or he shall be paid the appropriate mileage allowance.

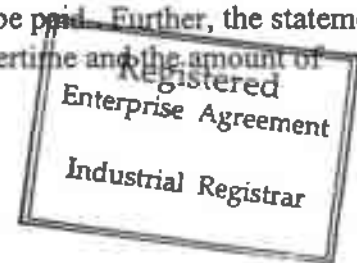
Meal Break And Allowance

- 13.24 An employee working overtime shall be allowed a meal break of thirty minutes without deduction of pay after each four hours of overtime worked.

14 - PAYMENT OF WAGES

- 14.1 All wages shall be paid at least fortnightly by the method determined by agreement between the employer and employee.
- 14.2 Where wages are paid by way of electronic funds transfer, the employer shall bear the costs of bank charges for the transfer debited to the employee's bank account.

- 14.3 Wages shall be paid during working hours on a weekday mutually agreed by the employer and employees in each service, being not more than five days following the end of the pay period. The pay day selected, once agreed, must not be changed without mutual agreement between the employer and the majority of employees.
- 14.4 Upon termination of employment, wages due to an employee shall be paid on the date of such termination or forwarded by post on the next working day.
- 14.5 An employer may deduct from amounts due to an employee such amounts as are authorised in writing by the employee and deductions of income tax required to be made to the Australian Taxation Office.
- 14.6 On pay days, the employer shall provide for each employee a statement in writing of the gross salary and allowances to which he/she is entitled, the amount of deductions therefrom, superannuation payments and the net amount to be paid. Further, the statement shall indicate the distinction between ordinary hours and overtime and the amount of penalties.



15 - SUPERANNUATION

- 15.1 Employer Superannuation contributions will be increased each year according to the following schedule, or as increased by legislation.
- | | | | | | | | | | |
|---------|----|---------|----|-----------|----|---------|----|--------|----|
| 1997/98 | 6% | 1998/99 | 7% | 1999/2001 | 7% | 2001/02 | 8% | 2002/3 | 9% |
|---------|----|---------|----|-----------|----|---------|----|--------|----|
- 15.2 Employees may elect to have superannuation contributions paid into a fund of their own choice.

16 - ACCIDENT PAY AND MAKE-UP OF PAY

- 16.1 This clause shall apply to all employees covered by this Agreement and it shall apply only in respect of incapacity which results from an injury received on or after 1st October 1997.
- 16.2 "Accident make-up payment" means a weekly payment of an amount being the difference between the weekly amount of compensation paid to the employee pursuant to the appropriate Workers' Compensation Act or ordinance and the Certified Agreement or, where the incapacity is for a lesser period than one week, the difference between the amount of compensation and the Agreement rate for that period.
- 16.3 The employer shall pay an employee accident make-up payment where the employee receives an injury for which weekly payment of compensation is payable by or on behalf of the employer pursuant to the provisions of the appropriate Workers' Compensation Act or Ordinance as amended from time to time.
- 16.4 The employer shall pay, or cause to be paid, accident make-up payment during the incapacity of the employee within the meaning of the appropriate Act or Ordinance until such incapacity ceases or until the expiration of a period of 26 weeks from the date of injury.

- 16.5 Payment prescribed shall apply only in respect of an incapacity which results from an injury which is current during the first pay period commencing on or after this agreement which occurs subsequent to that pay period.
- 16.6 The liability of the employer to pay make-up payment in accordance with this clause shall arise as at the date of the injury or accident in respect of which compensation is payable under the appropriate Act or Ordinance. The termination of the employee's employment for any reason during the period of any incapacity shall in no way affect the liability of the employer to pay accident make-up payment as provided in this clause.
- 16.7 In the event that the employee receives a lump sum in redemption of weekly payments under the appropriate Act or Ordinance, the liability of the employer to pay accident make-up payment as provided shall cease from the date of such redemption.

17 - RECORD KEEPING

- 17.1 The employer shall keep all records required in accordance with the NSW Industrial Relations Act 1996.



PART IV - ALLOWANCES AND AMENITIES

18 - TRAVELLING AND MOTOR VEHICLE ALLOWANCE

Motor Vehicle Allowance

- 18.1 Should an employee be required to use his/her own vehicle for work purposes, the employee is to receive a vehicle allowance of 44 cents per kilometre
- 18.2 An employee required to travel by other means in connection with his/her work shall be reimbursed all reasonable travelling expenses so incurred with reasonable proof of such expenses to be provided by the employee to the employer.
- 18.3 Where an employee is called on duty at other than his/her normal hours, or on any non-working day he/she shall be reimbursed his/her fares, or if using his/her own vehicle to travel between his/her home and place of work, receive a travelling allowance, as set out in subclause 18.1.

Work Safety

- 18.4 Employees travelling between workplaces should use taxis only when absolutely necessary. This does not apply where the issue of employee safety is involved.
- 18.5 Where an employee is required to work at times and/or in places where the use of public transport could reasonably be deemed to place the employee in a position of possible personal risk, the employer shall provide suitable transport or shall authorise the employee to use his/her own vehicle. This subclause shall include, where applicable, the employee's travelling between his/her home and place of work.
- 18.6 Where an employee uses a motor vehicle under subclause 18.1 and, by reason of that use, the employee is required, under the law in force in the State or Territory in which the motor vehicle is registered, to pay a fee for the registration of the motor vehicle that

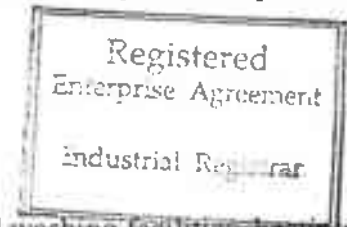
exceeds the fee that would otherwise have been required to pay under that law for the registration of the motor vehicle, the employee is entitled to be paid, by way of reimbursement, an amount equal to the amount of the excess.

- 18.7 Where an employee uses a motor vehicle under subclause 18.1, and, by reason of that use, the employee is required to pay an amount by way of full comprehensive insurance premium that exceeds the amount that the employee would otherwise have been required to pay by way of full comprehensive insurance premium, the employee is entitled to be paid by way of reimbursement an amount equal to the amount of the excess.

Travelling Expenses

- 18.8 An employee required to stay away from home overnight shall be reimbursed the cost of reasonable board, lodgings and meals. Reasonable proof of costs so incurred is to be provided by the employee to his/her employer.
- 18.9 Each employee will have a work base. When work is commenced at a location different from their main base employees will be reimbursed any increase in daily travel expenses incurred as a result. eg mileage, public, transport, taxis.

19 - AMENITIES



- 19.1. The employer shall provide to a reasonable standard toilet and washing facilities, heating and cooling appliances, facilities for taking meals, including a table and chairs, boiling water, refrigerated water, a refrigerator and cupboard for storing utensils and supplies. Wherever possible a well furnished rest area will be provided for employees.

20 - STRESS PREVENTION

Counselling Program

- 20.1 Under R.A.(NSW) Employee Assistance Program up to six counselling sessions in any one year will be available to all staff (on a pro-rata basis for all staff other than full-time.)
- 20.2 A stress prevention strategy is to be developed during the life of this agreement.
- 20.3 Unpaid stress prevention leave will be part of the strategy to be developed. However, management approval will be required before an employee can take stress prevention leave.
- 20.4 Stress prevention leave is included in the agreement to acknowledge the stressful nature of the work. Setting of interview targets will take into account possible sick leave and stress leave, however, as per current practice when a staff member has an unanticipated amount of sick leave, a staff member's interview targets will take into account any unanticipated amount of stress leave.

21 - OCCUPATIONAL HEALTH AND SAFETY

- 21.1 The parties to this agreement are committed to achieving healthier and safer occupational environment through workplace changes aimed at improved efficiency and productivity. This will be accomplished by establishing a comprehensive approach to managing occupational health and safety issues which aims to:
- (a) control hazards at source;
- (b) reduce the incidence and costs of occupational injury and illness;
- (c) provide a rehabilitation system for workers affected by occupational injury or illness.
- 21.2 Consultative mechanisms will be established to address occupational health and safety issues. Such mechanisms will include:
- (a) The election of union health and safety representatives who will represent fellow workers in negotiations on health and safety matters;
- (b) The establishment of an occupational health and safety committee, with equal representation of management and workers, to provide a forum for establishing workplace OHS policy and reviewing OHS procedures; and
- (c) The establishment of consultative procedures for the resolution of health and safety issues which includes the right to refuse to do unsafe work.
- 21.3 Employee OHS representatives will be given paid leave to attend trade union OHS training courses to a maximum of five days per annum.
- Workplace training programs, including induction and on the job training, will outline company OHS policy and procedures, particular hazards associated with the job, controls measures applicable to each hazard, and how to utilise OHS systems to identify hazards and instigate preventive actions.
- 21.4 The employer shall institute procedures for collecting information on the nature of hazards and incidence of injury which includes:
- (a) An internal system for reporting, recording and investigation of incidents, injuries and illness; and
- (b) The routine analysis of injury/illness/incident data.
- 21.5 A system of regular workplace inspections and regular hazard audits of work areas and work practices which include reference to relevant legislation, standards and codes of practice shall be instituted at the workplace. These will be carried out with the involvement of the OHS representatives.
- 21.6 The employer shall take prompt action to deal with any health and safety problems.

Registered
Enterprise Agreement
and
Industrial Registrar

22 - FIRST AID

- 22.1 An employee who holds a current first aid certificate issued by the St. John's Ambulance Association or Australian Red Cross Society or equivalent qualification and who is required by the employer to perform first-aid duties shall be paid an allowance of \$6.80 per week.
- 22.2 Where practicable, or required by law, the employer shall ensure that at least one employee in each workplace shall have a current first aid certificate .
- 22.3 A first aid kit, as required by the law of the State or Territory concerned, or if there be no relevant law, as recommended by the St. John's Ambulance Society or other recognised body shall be provided and maintained at each workplace by the employer.

23 - TELEPHONE ALLOWANCE

- 23.1 An employee shall reimburse the employee for the cost of telephone calls necessarily incurred as a result of her or his employment. An accurate record must be produced when claim is made.
- 23.2 An employee directed by his or her employer to install a telephone at her or his home shall be reimbursed 50% of the cost of installation at the commencement of employment and the remaining 50% after twelve months of service.
- 23.3 An employee required to have a telephone at her or his home for business purposes shall be reimbursed 100% of the rental costs until the employer advises the employee in writing that she or he is no longer required to use the telephone for business purposes.

PART V - LEAVE

Registered
Enterprise Agreement

Industrial Registrar

24 - SICK LEAVE

- 24.1 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 sick leave on full pay for ten days per year.
- 24.2 Not more than 2 days in any one period of sick leave may be taken without the production of a medical certificate.
- 24.3 An employee must take all reasonable steps to provide his/her employer with the earliest possible notice of his/her absence from work.
- 24.4 If the full period of sick leave as described above is not taken in any year, such portion as is not taken shall be cumulative for up to ten years. There shall be no payment of portions of leave not taken, on retirement or termination.

Part Day Absences

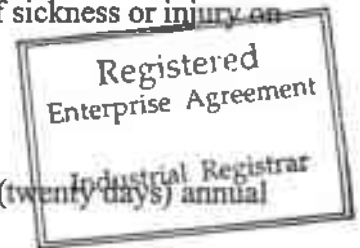
- 24.5 For the purpose of calculating deductions from sick leave credits where employees taking such leave are absent for part of a day leave credits should be converted on a pro-rata basis.

Sickness On Flexi-Day

- 24.6 Where an employee is sick or injured on his or her flexi-day off, they shall not be entitled to sick pay nor will sick pay entitlements be reduced as a result of sickness or injury on that day.

25 - ANNUAL LEAVE

- 25.1 An employee, other than a casual, shall be entitled to four weeks (twenty days) annual leave on pay after 12 months continuous service.
- 25.2 Any employee, other than a casual or fixed term employee, who has completed at least one month's continuous service may, on written application to the employer, be granted annual leave on a pro-rata basis prior to the completion of any period of a full twelve months service. Where such pro-rata annual leave is granted by the employer:
- (a) the employee shall be entitled to payment of annual leave loading in accordance with subclause 24.8; and
 - (b) the period of pro-rata annual leave shall be deducted from the annual leave otherwise payable at the end of that period of twelve months' service.
- 25.3 Approval of any application for pro-rata annual leave in accordance with subclause 25.2 shall be subject to the employer's convenience and will not unreasonably affect the operation of the service concerned but shall not be unreasonably withheld.
- 25.4 The annual leave prescribed in subclauses 25.1, 25.2 and 25.3 shall be exclusive of any of the holidays prescribed in Clause 27 and if any holidays fall within an employee's period of annual leave and is observed on a day which, in the case of that employee, would have been an ordinary working day, there shall be added to the period of annual leave time equivalent to the ordinary time which the employee would have worked if such day had not been a holiday.
- 25.5 The annual leave provided for in this Clause shall be allowed and shall be taken and payment shall not be made or accepted in lieu of annual leave.
- 25.6 Annual leave shall be given at a time determined by mutual agreement between the employer and the employee within a period not exceeding six months from the date when the right to annual leave accrued, provided that such annual leave may be deferred by mutual agreement in writing between employer and employee.
- 25.7 Should an employee not complete any period of twelve months' service he/she shall, on the termination of his/her employment, provided that he/she has been employed continuously for one month or more, be entitled to pay in lieu of annual leave on a pro-rata basis for each completed month of service.
- 25.8 An employee shall receive a loading of 17½ per cent of annual leave pay.



- 25.9 Where an employee falls sick or suffers an injury while on annual leave and provides to his/her employer a medical certificate to show that he/she is or was incapacitated to the extent that he/she would be unfit to perform his/her normal duties, he/she shall be granted, at a time convenient to the employer, additional leave equivalent to the period of incapacity falling within the said period of annual leave provided that the period of incapacity is of at least five working days' duration. Subject to sick leave credits, the period of certified incapacity shall be paid for and debited as sick leave.
- 25.10 When it is mutually agreed between management and a majority of employees not to operate a service over the Christmas/New Year period, staff may elect to take this time as either annual leave or unpaid leave.

26 - ADDITIONAL ANNUAL LEAVE

- 26.1 Five days additional annual leave, bringing the annual leave entitlement to 25 days per annum. However, to qualify for the five additional days the following conditions apply,
- 26.2 Staff will not be replaced during the fifth week.
- 26.3 Clinical staff shall work to existing annual targets (for example, for full-time staff 19 completed interviews per week) for the additional week to be completed throughout the year, eg. targets are worked over 44 weeks and the target number of interviews would need to be done in 43 weeks.
- 26.4 Administration staff will qualify for the fifth week through covering each others work when they are off for this week. Only in locations where there is insufficient administration staff to cover the additional week (ie. where only one is employed) may casual staff be employed to cover the fifth week.
- 26.5 All programs to maintain relevant targets.
- 26.6 The additional five days leave per annum will not attract annual leave loading.

27 - PUBLIC HOLIDAYS

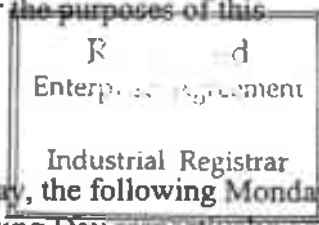
- 27.1 Employees shall be entitled, without loss of pay, to public holidays listed in this Clause.
- 27.2 Public holidays applicable to employees under this Agreement are as follows:
- New Year's Day
 - Australia Day
 - Good Friday
 - Easter Saturday
 - Easter Monday
 - Anzac Day
 - Queen's Birthday
 - Eight Hours Day or Labour Day
 - Christmas Day
 - Boxing Day

Registered
Enterprise Agreement

Industrial Registrar

- One additional day to be taken during the Christmas/New Year break.

27.3 Where an additional public holiday is proclaimed or gazetted by the authority of the Commonwealth Government or by any required judicial or administrative order, to be so observed, then such day shall be deemed to be a holiday for the purposes of this Agreement.



27.4 For the purposes of this Agreement:

- (a) Where Christmas Day falls on a Saturday or on Sunday, the following Monday and Tuesday shall be observed as Christmas Day and Boxing Day respectively; and
- (b) Where New Year's Day falls on a Saturday or on a Sunday, the following Monday shall be observed as New Year's Day; and the said Saturday and/or Sunday shall be deemed not to be holidays.

27.5 By agreement between an employer and his/her employees, another day may be substituted for any public holiday prescribed by this Agreement.

27.6 All indigenous Australian employees shall be entitled to NAIDOC Day as an unpaid holiday.

27.7 Employees of other cultural/religious backgrounds shall be entitled to one day per year as an unpaid holiday to celebrate a day of cultural significance to them, where the tradition of that culture causes it to be appropriate.

28 - LEAVE WITHOUT PAY

On application by an employee, an employer may, at its discretion, grant to an employee leave without pay for any purpose.

29 - LONG SERVICE LEAVE

All employees shall be entitled to paid long service leave in accordance with the *NSW Long Service Leave Act*.

29.1 Employees who were employed before April 1995, Long Service entitlements will remain.

30 - PARENTAL LEAVE

30.1 For the purpose of this clause:

An employee shall include part-time employees - but shall not include casual employees.

Maternity Leave shall mean unpaid maternity leave and shall include special maternity leave.

31 - MATERNITY LEAVE

Eligibility For Maternity Leave

- 31.1 Subject to the provisions of this Clause, an employee who becomes pregnant shall, upon production to her employer of a certificate from a duly qualified medical practitioner stating the presumed date of her confinement, be entitled to maternity leave, provided that she has had not less than 12 months' continuous service with that employer immediately preceding the date upon which she proceeds upon such leave.

Period Of Leave And Commencement Of Leave

- 31.2 Subject to other provisions of this Clause, the total period of maternity leave in respect of each pregnancy shall be up to 52 weeks, consisting of one or two unbroken periods (or more periods by agreement with the employer) or from 6 to 52 weeks each.
- 31.3 The total period of maternity leave shall be completed within 2 years from the date nominated by the employee as the commencement date
- 31.4 The total period of maternity leave shall include 6 weeks' compulsory leave to be taken immediately following confinement.
- 31.5 An employee shall, not less than 10 weeks prior to the presumed date of confinement, give notice in writing to her employer stating the presumed date of confinement.
- 31.6 An employee shall give not less than four weeks' notice in writing to her employer of the date upon which she proposes to commence maternity leave stating the period of leave to be taken.
- 31.7 An employer, by not less than 14 days' notice in writing to the employee, may require her to commence maternity leave at any time within the six weeks immediately prior to her presumed date of confinement; unless the employee provides a medical certificate stating that she is fit to continue employment for all or part of that period. In that event, the employer may still require the employee to take maternity leave for any period prior to confinement which is not covered by the medical certificate.
- 31.8 An employee shall not be in breach of this clause as a consequence of failure to give the stipulated period of notice in accordance with subclause 31.6, if such failure is occasioned by the confinement occurring earlier than the presumed date.

Transfer To A Safe Job

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

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

Variation Of Period Of Maternity Leave

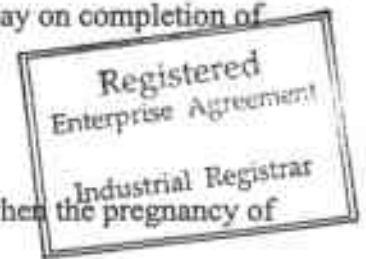
- 31.10 Where the employee gives at least 14 days notice in writing of her intention to do so, any period of maternity leave may be shortened or lengthened; provided this is done once only within the total period of maternity leave (except by agreement with the employer) and does not extend that total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

Cancellation Of Maternity Leave

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

Special Maternity Leave And Sick Leave

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



Maternity Leave And Other Leave Entitlements

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

Registered
Enterprise Agreement

Industrial Registrar

Effect On Maternity Leave On Employment

- 31.19 Notwithstanding any Agreement or other provision to the contrary, absence on maternity leave shall not break the continuity of service of an employee but shall not be taken into account in calculating the period of service for any purpose of this Agreement.

Termination Of Employment

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

Return To Work After Maternity Leave

- 31.22 An employee shall confirm her intention of returning to her work by notice in writing to her employer given not less than four weeks prior to the expiration of her period of maternity leave.
- 31.23 An employee, upon the expiration of the notice required by subclause 31.22, shall be entitled to the position which she held immediately before proceeding on maternity leave, or in the case of an employee who was transferred to a safe job pursuant to subclause 31.9, to the position which she held immediately before such transfer. Where such a position no longer exists but there are other positions available for which the employee is qualified and the duties of which she is capable of performing, she shall be entitled to a position as nearly comparable in status and salary to that of her former position.
- 31.24 Where an employee applies to the employer at least four weeks prior to commencement of maternity leave, and where the employer agrees, an employee may return to work on the basis of shorter weekly working hours than those which she worked immediately prior to commencement of maternity leave.

Replacement Employees

- 31.25 A replacement employee is an employee specifically engaged as such and as a result of an employee proceeding on maternity leave, provided, however, that a replacement employee does not have to fill the job vacated by the employee proceeding on maternity leave.

- 31.26 Before an employer engages a replacement employee under this Clause, the employer shall inform that person of the temporary nature of the employment and of the rights of the employee who is being replaced.
- 31.27 Before an employer engages a person to replace an employee temporarily promoted or transferred in order to replace an employee exercising her rights under this Clause, the employer shall inform that person of the temporary nature of the promotion or transfer.
- 31.28 Nothing in this Clause shall be construed as requiring an employer to engage a replacement employee.
- 31.29 A replacement employee shall not be entitled to any of the rights conferred by this clause where his/her employment continues beyond the twelve months' qualifying period.

32 - PATERNITY LEAVE



32.1 An employee who is:

- (a) the father of a newly-born child; or
- (b) the spouse or defacto spouse of the mother of a newly-born child;

shall be entitled to paternity leave under the same conditions as those which apply to maternity leave for an employee who is the mother of a newly-born child, subject to the provisions of this Clause.

32.2 An employee who wishes to apply for paternity leave shall, not less than ten weeks prior to the presumed date of birth of the child, give notice in writing to his employer stating the presumed date of birth and shall provide to the employer:

- (a) a statutory declaration or affirmation (or where acceptable to the employer, a signed statement) stating that he expects to become the father of a child, or that his spouse or defacto spouse is pregnant; and
- (b) a certificate from a duly qualified medical practitioner stating the presumed date of birth of the child.

32.3 Paternity leave applied for shall be taken in one or two unbroken periods (or more by agreement between the employee and the employer) between the date 6 weeks prior to the expected date of birth of the child and the date 2 years thereafter, provided that leave may commence earlier where the child is born before the expected date of birth.

32.4 Paternity leave applied for but not commenced, shall be cancelled when the pregnancy of the mother of the child referred to in subclause 31.1 terminates after 28 weeks other than by the birth of a living child, provided that the employee shall on written application to the employer be entitled to an additional 4 weeks unpaid leave in order to offer support to the mother.

32.5 The following maternity leave conditions shall not apply to applicants for paternity leave:

- (a) the periods of compulsory leave specified in subclauses 31.2 to 31.8 inclusive;
- (b) subclause 31.9;
- (c) subclauses 31.12 and 31.13;

- (d) subclauses 31.14 to 31.16 inclusive.

33 - ADOPTION LEAVE

- 33.1 For the purpose of this Clause:

An *employee* shall include a part-time employee but shall not include an employee engaged upon casual or seasonal work.

Adoption leave shall mean unpaid adoption leave.

Child refers to a person under the age of 5 years who has not previously lived continuously with the employee concerned for a period of 6 months or who is not a child or step-child of the employee or of his/her spouse.

Relative adoption occurs where a child, as defined, is adopted by a parent, a spouse of a parent or other relative being a grandparent, brother, sister, aunt or uncle (whether of the whole blood or half blood or by marriage).

Registered
Enterprise Agreement
Industrial Registrar

Eligibility For Adoption Leave

- 33.2 An employee who adopts a child or who, having been approved for adoption by the appropriate Government authority, proposes to travel overseas for the purpose of taking custody of a child shall, subject to the provisions of subclause 32.4, be entitled to adoption leave in accordance with this clause.
- 33.3 An employee who is the spouse or defacto spouse of an adopting parent shall, subject to the provisions of subclause 33.4, be entitled to adoption leave in accordance with this clause.
- 33.4 An employee will only be entitled to adoption leave in accordance with this clause where:
- (a) the employee has completed at least twelve months continuous service with the employer immediately preceding the proposed date of commencement of such leave; and,
 - (b) the employee has provided to the employer:
 - i. a statement from the adoption agency or other appropriate body the presumed date of placement of the child with the employee for adoption purposes; or,
 - ii. a statement from the appropriate Government authority confirming that the employee is to have custody of the child pending application for an adoption order; and,
 - iii. in the case of an employee whose entitlement arises from subclause 33.3, a statutory declaration or affirmation (or where acceptable to the employer, a signed statement) from the employee that she/he is the spouse or defacto of the adopting parent.

Period Of Leave And Commencement Of Leave

- 33.5 The total period of adoption leave in respect of each adopted child shall be up to 52 weeks, consisting of one or two unbroken periods (or more periods by agreement with the employer) of from 6 to 52 weeks each; between the commencement date nominated by the

employee and the date that the child attains the age of five years, or two years after the commencement date, whichever is earlier.

- 33.6 Upon receiving notice of approval for adoption purposes from the appropriate Government authority, the employee shall notify the employer of such approval, and within two months further notify the employer of the period of adoption leave the employee proposes to take. In the case of relative adoption, the employee shall notify as aforesaid within seven days of deciding to take a child into custody pending an application for an adoption order.
- 33.7 An employee who commences employment with an employer after the date of the employee's approval for adoption purposes shall notify the employer upon commencing employment and of the period of adoption leave which the employee proposes to take.
- 33.8 Provided that such employee shall not be entitled to adoption leave unless the employee has not less than twelve months' continuous service with the employer ~~preceding~~ **Registered Enterprise Agreement** preceding the date upon which the leave commences.
- 33.9 An employee shall, as soon as the employee is aware of the ~~presumed date of placement~~ **date of placement** of a child for adoption purposes, but not later than fourteen days ~~before such placement, give~~ notice in writing to the employer of such date, and of the date upon which the employee intends to commence adoption leave and confirm the period of adoption leave to be taken.
- 33.10 An employee shall be entitled to commence adoption leave on the nominated date.
- 33.11 An employee shall not be in breach of this clause, either as a consequence of failure to give the stipulated period of notice or if the employee changes the date upon which the employee intends to commence adoption leave as provided in paragraph (iv), where the child becomes available for placement upon a date earlier than the presumed date of placement.
- 33.12 Where the employee gives at least fourteen days notice in writing of his/her intention to do so, any period of adoption leave may be shortened or lengthened; provided this is done once only within the total period of adoption leave (except by the agreement with the employer) and does not extend that total period beyond 52 weeks or beyond two years from the commencement date of adoption leave.
- 33.13 When the employee applies at least four weeks in advance to do so and obtains the employer's agreement in accordance with Clause; she/he may commence a period of leave without pay on completion of his/her total period of adoption leave.

Cancellation Of Adoption Leave

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

Special Leave

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

For the purpose of this subclause *child* shall include a person under the age of sixteen years.

Enterprise Agreement

Industrial Registrar

Adoption Leave And Other Entitlements

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

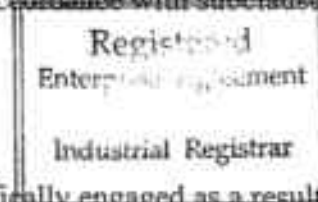
Effect Of Adoption Leave On Employment

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

Return To Work After Adoption Leave

- 33.22 Not less than four weeks prior to the expiration of the period of adoption leave an employee shall confirm in writing the date upon which the employee intends to return to work.
- 33.23 An employee, upon the expiration of the notice required by 33.22, shall be entitled to the position held immediately before proceeding on adoption leave. Where such position no longer exists but there are other positions available for which the employee is both qualified and capable of performing, the employee shall be entitled to a position as nearly comparable in status and salary or wage to that of the employees' former position.

- 33.24 By written application by the employee no less than four weeks prior to the expiration of adoption leave, and with the agreement of the employer; an employee may return to work on the basis of shorter weekly working hours than those which were worked immediately prior to commencement of adoption leave, in accordance with subclause 6.3 of this Agreement.



Replacement Employees

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

34 - COMBINED PARENTING LEAVE

- 34.1 Where two employees of the same employer are each eligible for maternity, paternity or adoption leave in respect of the same child, then notwithstanding Clauses 31, 32 and 33, the following shall apply.
- 34.2 The two employees shall be entitled to a total of 78 weeks only of maternity, paternity or adoption leave between them in respect of that child.
- 34.3 The two employees shall be entitled to take leave concurrently (ie., at the same time) for a maximum period of 26 weeks only in respect of that child.
- 34.4 Where such employees apply at least four weeks in advance to do so and obtain the employer's agreement in accordance with Clause of this Agreement; they may commence a period of leave without pay on completion of their period or periods of parenting leave referred to in this subclause.

35 - FAMILY LEAVE

Use Of Sick Leave

- 35.1 An employee with responsibilities in relation to a class of person set out in 35.3 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 24 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.
- 35.2 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.
- 35.3 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 person as the husband or wife of that person on a bona fide domestic basis although not legally married to that person: or
 - (c) a child or an adult child (including an adopted child, a step child, a foster child or an ex nuptial child), parent (including a foster parent and legal guardian), grandparent, grandchild or sibling of the employee or spouse or de facto spouse of the employee: or
 - (d) a same sex partner who lives with the employee as the de facto partner of that employee on a bona fide domestic basis: or
 - (e) a relative of the employee who is a member of the same household, where for the 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.
 - (f) a member of the employee's immediate family (including but not limited to parents, children, brothers, sisters) who is not a member of the

employee's household, but for whom the employee has responsibility for care and support.

- 35.4 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.

Registered
Enterprise Agreement
Industrial Registrar

Unpaid Leave For Family Purpose

- 35.5 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 35.3 above who is ill.

Annual Leave

- 35.6 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.
- 35.7 Access to annual leave, as prescribed in paragraph 35.6 above, shall be exclusive of any shutdown period provided for elsewhere under this award.
- 35.8 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

- 35.9 For the purpose only of providing care and support for a person in accordance with Clause 35.3 above, and despite the provisions of Clause 13, the following provisions shall apply.
- 35.10 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.
- 35.11 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.
- 35.12 If having elected to take time as leave in accordance with paragraph 35.10 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.
- 35.13 Where no election is made in accordance with paragraph 35.10, the employee shall be paid

Make-up Time

- 35.14 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 work those hours at a later time, during the spread of ordinary hours provided in the award, at the ordinary rate of pay.
- 35.15 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.

Rostered Days Off

- 35.16 An employee may elect, with the consent of the employer, to take a rostered day off at any time.
- 35.17 An employee may elect, with the consent of the employer, to take rostered days off in part day amounts.
- 35.18 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 a time mutually agreed between the employer and employee, or subject to reasonable notice by the employee or the employer.
- 35.19 This subclause is subject to the employer informing each union which is both party to the award and which has members employed at the particular enterprise of its intention to introduce an enterprise system of RDO flexibility, and providing a reasonable opportunity for the union(s) to participate in negotiations.



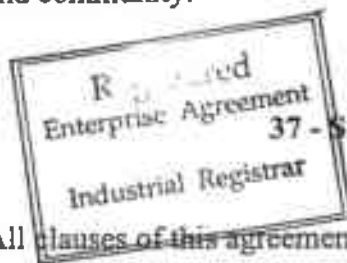
Grievance Process

- 35.20 In the event of any dispute arising in connection with any part of this clause, such a dispute shall be processed in accordance with the grievance procedures of this Agreement.

36 - BEREAVEMENT LEAVE

- 36.1 An employee shall, on the death of a person with whom the employee is in a bona fide domestic, familial or significant relationship, including but not limited to, spouse, partner, parent or child, brother, sister, father-in-law or mother-in-law, be entitled on notice to three days paid and two days unpaid bereavement leave.
- 36.2 Bereavement leave shall be without deduction of pay for a period not exceeding the number of hours worked by the employee in three ordinary days' work.
- 36.3 Reasonable proof of the death shall be furnished by the employee to his/her employer.
- 36.4 This Clause shall have no operation while the period of entitlement to leave under it coincides with any other period of entitlement to leave.

- 36.5 Employees who are indigenous Australians or from another cultural background shall be entitled to extended bereavement leave in accordance with the requirements of their culture and community.



- 37.1 All clauses of this agreement shall apply equally to same-sex relationships.

38 - CONFERENCE, TRAINING AND STUDY LEAVE

- 38.1 An employee may, with the prior approval of the employer, attend conferences, training courses and seminars organised by relevant funding bodies or by other relevant services, during normal working hours, without loss of pay.
- 38.2 An employee shall be entitled to four hours per week study leave up to and including final assessment tasks, without loss of pay per semester to attend personal studies relevant to their work subject to prior employer approval. Where appropriate, this time can be accumulated and taken in a block. An employee shall also be entitled, subject to prior employer approval, to leave without loss of pay to attend examinations (including time reasonably taken to travel to and from the place where an examination is conducted) in courses of study approved by the employer.
- 38.3 Approval of such leave will be subject to the employer's convenience and will not unreasonably affect the operation of the organisation concerned but shall not be unreasonably withheld.

Staff Development

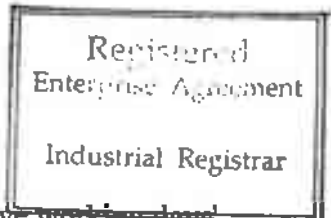
- 38.4 When staff participate in Relationships Australia (NSW) courses, fees will be charged on cost recovery (ie. non-profit) basis. An acceptable, consistent and transparent process of setting cost recovery will be developed.
- 38.5 All core training will be provided by Relationships Australia (NSW) in accordance with policy.
- 38.6 The staff development budget will be maintained at current level or improved.
- 38.7 Management development training will be provided in accordance with the management development programme and be funded adequately.

Professional Qualifications/Competencies

- 38.8 During the term of this Agreement a Working Party will be established to examine qualification/competency requirements, to include consideration of the Relationships Australia (NSW) Recruitment Policy and requirements by external funding and accrediting bodies. Staff qualifications will be looked at in relation to salary, but there will be no

individual adjustments to salaries as a result of this process during the life of this agreement. The working party will contain representatives from staff and management.

- 38.9 This process may examine qualifications in relation to salary, but there will be no increase in salary during the term of this Agreement as a result.



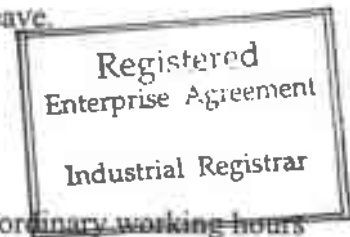
39 - TRADE UNION TRAINING LEAVE

- 39.1 Upon written application to the employer, an employee shall be granted five working days' leave on ordinary pay each calendar year to accumulate to a maximum of ten days over two years to attend short trade union training courses or seminars, provided the respondent employer is not involved in any other costs except for the payment of extra remuneration to other employees where relieving arrangements are instituted to cover the absence of the employee.
- 39.2 With the consent of all employees the total leave available to employees in any one work site may be combined to form a pool of leave. The pool may be utilised to allow individual employees to take up to ten days in any one year.
- 39.3 Applications for leave to attend short courses other than those conducted by or with the support of the Trade Union Training Australia Inc. (TUTA) are to include details of the scope, content and level of the course or seminar and of the authority which is conducting or overseeing the course.
- 39.4 The granting of such leave will be subjected to the employer's convenience and will not unreasonably affect the operation of the project concerned.
- 39.5 The scope, content and level of the course or seminar concerned shall be such as to contribute to a better understanding of industrial relations. Provided that courses or seminars conducted by or with the support of TUTA shall be deemed to contribute to a better understanding of industrial relations.

40 - SPECIAL LEAVE: INDIGENOUS OR OTHER BACKGROUND

- 40.1 This clause shall apply equally to employees from any indigenous or other cultural background where the beliefs or traditions of that culture cause it to be appropriate.
- 40.2 An employee who is able to establish to the employer that she or he has an obligation under indigenous custom and/or traditional law of their culture to participate in ceremonial activities, shall be granted special leave for the period.
- 40.3 An employee shall be on special leave in accordance with this Clause where the employee can establish that although she or he is not entitled to leave in accordance with Clause 28, she or he has an obligation in ceremonial activities due to the major indigenous or other culture family significance of a bereavement.

- 40.4 An employee who is entitled to leave in accordance with Clause 28 and has fully utilised such leave, shall be on special leave in accordance with this Clause where the employee can establish to the employer that she or he is under an obligation to participate in ceremonial activities due to the major indigenous or other culture/family significance.
- 40.5 For the purpose of this Clause, an employee shall be on special leave for the period she or he can establish to the employer is necessary to fulfil her/his obligation.
- 40.6 Special leave granted pursuant to this Clause shall be unpaid leave.



41 - JURY SERVICE

- 41.1 An employee required to attend for jury service during his/her ~~ordinary working hours~~ shall be reimbursed by the employer an amount equal to the difference between the amount paid in respect of his/her attendance for such jury service and the amount of wages he/she would have received in respect of the ordinary time he/she would have worked had he/she not been on jury service.
- 41.2 An employee shall notify his/her employer as soon as possible of the date upon which he/she is required to attend for jury service. Further, the employee shall give his/her employer documentary proof of his/her attendance, the duration of such attendance and the amount received in respect of such jury service.

42 - BLOOD DONORS

- 42.1 A employee who is absent during ordinary working hours for the purpose of donating blood shall not suffer any deduction of pay, for the period involved on each occasion and subject to a maximum of four separate absences for the purpose of donating blood each calendar year.
- 42.2 Such employee shall arrange as far as practical for his/her absence to be as close as possible to the beginning or the ending of his/her ordinary working hours.
- 42.3 The employee shall notify his/her employer as soon as possible of the time and date upon which he/she is requesting to be absent for the purpose of donating blood.
- 42.4 Reasonable proof of attendance of the employee at the recognised place for the purpose of donating blood and the duration of such attendance, shall be furnished by the employee to his/her employer.

43 - CALCULATION OF CONTINUOUS SERVICE

- 43.1 For the purpose of calculating entitlements under this Agreement, service with one particular employer shall be deemed to be continuous notwithstanding:
- (a) Absence from work on account of paid leave, which shall be taken into account and counted as time worked.

- (b) Unpaid absences. Provided that unpaid absences shall not be counted as time worked, except that where unpaid absences total less than one week in any year of employment such absences shall be counted as time worked.

43.2 Where a service is before or after the date of this Agreement, transmitted from an employer (in this subclause called the "transmitter") to another employer (in this subclause called the "transmittee") and an employee who at the time of such transmission was an employee of the transmitter in that service becomes an employee of the transmittee:

- (a) the continuity of employment of the employee shall be deemed not to have been broken by reason of such transmission; and
- (b) the period of employment which the employee has had with the transmitter or any prior transmitter shall be deemed to be service of the employee with the transmittee.

PART VI - GRIEVANCE, DISCIPLINARY PROCEDURES, TERMINATION, INTRODUCTION OF CHANGE AND REDUNDANCY

Registered
Enterprise Agreement
Industrial Registrar

44 - GRIEVANCE PROCEDURES

Grievance Procedures

- 44.1 Subject to the Industrial Relations Act 1996, as amended, any dispute or grievance arising out of the operation of this Agreement, other than a dispute or grievance arising directly from an employer's concern about an employee's work performance or conduct, shall be dealt with in the following manner.
- 44.2 In the first instance, the employee shall attempt to resolve the grievance with his/her immediate supervisor or employer and shall be entitled to have a union representative present if the employee so desires.
- 44.3 Where any such attempt at settlement has failed, or where the dispute or claim is of such a nature that a direct discussion between the employee and his/her immediate supervisor or employer would be inappropriate, the employee may notify a duly authorised State representative of the Australian Services Union, who, if she/he considers that there is some substance in the dispute or claim, may forthwith take the matter up with the employer, and a meeting shall be arranged.
- 44.4 The arrangement of a meeting under subclause 41 shall take place within seven working days of notification to the employer of a dispute or grievance.
- 44.5 Whilst the above conciliatory procedure is being followed, work shall continue normally where it is agreed there is an existing custom, but in other cases, work shall continue on the instruction of the employer. No party shall be prejudiced as to the final settlement by the continuation of work in accordance with this Clause.

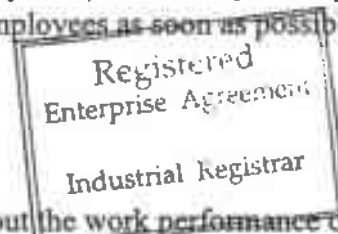
45 - COUNSELLING AND DISCIPLINARY PROCEDURES

With staff meeting targets a number of factors will be taken into account such as the ability to fill appointments if waiting lists are small etc.

If an employee is not meeting productivity targets in accordance with this agreement the situation will be reviewed within the Relationships Australia (NSW) Performance Review framework.

If such an employee does not remedy the situation and there is no reasonable explanation then this employee may be subject to disciplinary procedures.

- 45.1 The employer shall nominate one or two representatives who shall be responsible for counselling and disciplining employees in each service. These representative(s) shall not be employees (or current applicants for employment) unless they are supervisory employees. The employer shall advise all employees as soon as possible of the name(s) of the nominated representatives.



First Meeting

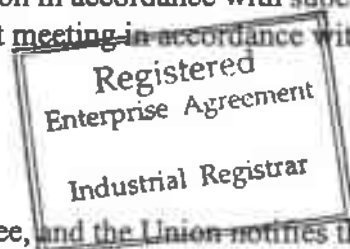
- 45.2 Where the employer has serious concerns about the work performance or conduct of an employee, a representative of the employer shall notify the employee at least one day in advance that he/she wishes to counsel the employee. A counselling session shall be conducted on a one-to-one basis, at a mutually agreed time as soon as possible (but no more than two weeks unless in exceptional circumstances) afterwards.
- 45.3 Where the Union notifies the employer's representative that in its view, such counselling session is not appropriate in the circumstances, it may seek a meeting with the representative in lieu of one. Such meeting shall then be held as soon as possible at a mutually agreed time (but not later than two weeks from the date it is requested unless in exceptional circumstances), and shall consist of an equal number (unless otherwise agreed) of one or two representatives of each party.
- 45.4 At such counselling session or meeting, the employer's representative(s) shall outline their concerns to the employee/Union. Where it is agreed that a serious problem exists, the meeting shall attempt to reach agreement on action to resolve the problem and, where appropriate, a timetable for review of the action taken.
- 45.5 Unless it is agreed that a serious problem does not exist, the parties shall separately or jointly prepare (as soon as possible afterwards) a record of the relevant facts and the outcome of the meeting, to be placed on the employee's personal file. This record shall remain strictly confidential between the parties attending the meeting, except by agreement between the parties. The employee's personal file shall be kept in a secure place and shall be accessible to all parties present at the meeting.
- 45.6 Where the parties agree that there is no longer cause for serious concern or that no further action is warranted, this shall be jointly stated on the employee's personal file as soon as possible afterwards. Unless the same problem arises within six months thereafter, all references to the problem shall then be deleted from the file.

Second Meeting

- 45.7 Where it was agreed that action to deal with the problem should be reviewed or where after a reasonable time period (normally at least four weeks) the employer still has serious concerns about the same matter, a further counselling session or meeting shall be held on the basis outlined above.
- 45.8 Where the concerns relate to allegations of harassment or intimidation on the basis of gender, sexuality or physical disability, subclause 45.7 shall not apply.

Written Warning

- 45.9 Where, in the opinion of the employer, the second meeting has not resolved the employer's concerns about the matter, and agreement has not been reached on a further plan of action to deal with the problem, the employer shall after a second meeting, issue a written warning to the employee that disciplinary action will be taken, and/or his/her employment may be terminated by the employer unless the employee's performance or conduct is satisfactory by the end of a period of at least four weeks after the warning is issued. The warning shall outline the employer's concerns, the facts relied upon to justify the warning, the length of the warning period, and the action which the employer proposes to take if performance or conduct is not satisfactory by the end of the period. A copy of this Clause of the Agreement shall be attached and a copy of the warning shall be sent promptly to the relevant Branch office of the Union.
- 45.10 Where, after the second meeting above, the same problem persists or arises again within six months of that meeting, the employer may take action in accordance with subclause 45.9, or may recommence the process by seeking a first meeting in accordance with this Clause.



Disputes Concerning A Written Warning

- 45.11 Where a written warning has been issued to an employee, and the Union notifies the employer that it has serious concerns regarding the warning, a meeting shall be held as soon as possible at a mutually agreed time, but no more than two weeks after the issuing of the warning unless in exceptional circumstances, between an equal number of employer and union representatives, unless otherwise agreed.
- 45.12 Where the Union notifies the employer that it has serious concerns about any other aspect of the procedure followed by the employer in relation to this Clause, the procedure outline in subclause 45.11 shall be followed.
- 45.13 Where the procedure outlined in this Clause fails to settle the dispute, the Union or the employer may seek to have any dispute related to this Clause referred to the NSW Industrial Relations Commission.
- 45.14 The dispute, if not resolved by conciliation, shall be referred to the Australian Industrial Relations Commission for arbitration in accordance with the NSW Industrial Relations Act 1988, as amended and the jurisdiction of the Commission.

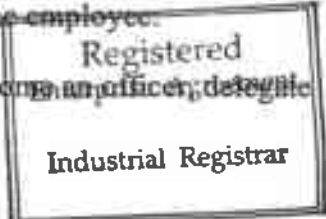
Disciplinary Action And Termination Of Employment

- 45.15 Except in circumstances justifying summary dismissal (in accordance with Clause 48.12 of this Agreement), no action shall be taken by the employer to discipline or terminate the

employment of an employee on the grounds of employer concern regarding employee performance or conduct unless the procedures in this Clause have first been followed. Disciplinary action shall not be contrary to, or prejudice the employee's rights and entitlements under this Agreement.

- 45.16 The employer may, in exceptional circumstances (such as a charge of physical harassment made against an employee), suspend an employee on full pay or direct him/her to perform different duties or in a different workplace, but under the employee's existing Agreement conditions, commencing after the first meeting as described in this Clause. The period of and reasons for such action shall be given to the employee at the time of suspension or transfer, in writing and subclauses 45.12; 45.14 and 45.15 shall apply in respect of disputes concerning the notification. No employee shall otherwise be suspended on grounds of employer concern regarding conduct or performance.

46 - INJURING AN EMPLOYEE ON ACCOUNT OF INDUSTRIAL ACTION

- 46.1 An employer shall not dismiss or threaten to dismiss an employee or injure or threaten to injure him/her in his/her employment or alter his/her position or threaten to alter his/her position to his/her prejudice, by reason of the circumstances that ~~the employee~~ 
- (a) is or has been or proposes or has at any time proposed to ~~become an officer, delegate~~ or member of the Australian Services Union; or
 - (b) is entitled to the benefit of an industrial agreement; or
 - (c) ~~has appeared or proposed to appear as a witness or has given or proposes to give evidence in a proceeding under the Industrial Relations Act 1988, as amended;~~ or
 - (d) being a member of the Australian Services Union which is seeking better industrial conditions, is dissatisfied with his/her conditions; or
 - (e) has, after giving reasonable notice to his/her employer of his/her intention, absented himself/herself from work through being engaged in duties as a member of a Board of Reference set up in accordance with Clause 44 of this Agreement; or
 - (f) has absented himself/herself from work if:
 - i. his/her absence was for the purpose of carrying out his/her authorised duties as an officer or delegate of the Australian Services Union; or
 - ii. the officer or delegate applied for such absence before he/she absented himself/herself and leave was unreasonably refused or withheld; or
 - iii. being an officer, delegate or member of the Australian Services Union, has done or proposes to do an act or thing which is lawful for the purpose of furthering the industrial interests of the Union or its members being an act or thing done within the limits of authority expressly conferred on him/her by the Australian Services Union in accordance with the rules of the Union.
- 46.2 An employer shall not dismiss or threaten to dismiss an employee or injure or threaten to injure him/her in his/her employment or alter his/her position to his/her prejudice with the intent to dissuade or prevent the employee from becoming such officer, delegate or member or from so appearing, giving evidence or being an officer, delegate or member of

the Australian Services Union from doing an act or thing of the kind relation to which subclause 46.1 applies.

47 - UNION RIGHT OF ENTRY

- 47.1 An officer of the Australian Services Union authorised in writing by the Secretary of the Union or of a Branch to act may at any time during working hours, with the consent of the person in charge of the establishment, which consent shall not be unreasonably withheld, enter any premises in which work to which this Agreement applies is being carried on, being premises occupied by an employer who is bound by this Agreement for the purpose of ensuring observance of the Agreement.
- 47.2 An employer shall not unreasonably withhold consent to an authorised officer of the Union.
- 47.3 An officer of the Union may inspect any work, books or documents, and copy any books or documents and interview any employee, being a member or a person eligible to be a member of the Australian Services Union on those premises.
- 47.4 An officer so authorised shall not hinder or obstruct an employee in the performance of his/her work during working time.
- 47.5 Nothing in this clause shall be construed to give the ASU the right to inspect any client records.

48 - TERMINATION OF EMPLOYMENT



Termination Process

- 48.1 The employer shall establish and notify to all employees as early as possible a procedure for termination of employment, which shall provide that, subject to subclause 48.2, termination shall not proceed until the disciplinary procedure has been carried out.
- 48.2 Nothing in this procedure shall restrict the employer's right to summarily dismiss an employee pursuant to subclause 48.12 where this is justified.

Notice Of Termination By Employer

- 48.3 In order to terminate the employment of an employee, the employer shall give to the employee one month's notice.
- 48.4 In addition to the notice prescribed in subclause 48.3, employees over forty-five 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.
- 48.5 Payment in lieu of notice prescribed in subclauses 48.3 and/or 48.4, 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.

- 48.6 In calculating any payment in lieu of notice the wages an employee would have received in respect of the ordinary time he or she would have worked during the period of notice had his or her employment not been terminated shall be used.
- 48.7 The period of notice in this Clause shall not apply in the case of conduct which justifies instant dismissal or in the case of casual or fixed term employees.
- 48.8 For the purpose of this Clause, continuity of service shall be calculated in the manner prescribed by Clause 43 of this Agreement.

Notice Of Termination By Employee

- 48.9 The notice of termination required to be given by an employee shall be a minimum of two weeks.

Time-Off During Notice Period

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

Registered
Enterprise Agreement
Industrial Registrar

Certificate Of Service

- 48.11 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: From To
 - (c) Title of Position
 - (d) Nature of work (including if applicable, details of numbers of other staff and/or volunteers supervised by the employee)
 - (e) Name of Employer Organisation
- Signed: Manager
- Date:

Summary Dismissal

- 48.12 Notwithstanding the provisions of this Clause, an employer shall have the right to summarily dismiss any employee without notice for misconduct which justifies instant dismissal, and in such case the wages shall be paid up to the time of dismissal only.

Unfair Dismissals

- 48.13 Termination of employment by an employer shall not be harsh, unjust or unreasonable.
- 48.14 For the purpose of this Clause, termination of employment shall include terminations with or without notice.

- 48.15 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, sex, marital status, family responsibilities, pregnancy, religion, political opinion, national extraction and social origin shall constitute a harsh, unjust or unreasonable termination of employment.

Dispute Settlement Procedure - Unfair Dismissals

- 48.16 The dispute, if not resolved by conciliation, shall be referred to the NSW Industrial Relations Commission for arbitration in accordance with the Act and the jurisdiction of the Commission.
- 48.17 This clause shall not apply to fixed term employees.



49 - INTRODUCTION OF CHANGE

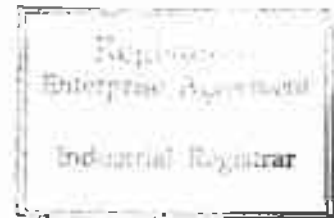
Employer's Duty To Notify

- 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 Australian Services Union.
- 49.2 "Significant effects" include termination of employment, major changes in the composition, operation or size of the employer's workforce or in the skills required; the elimination or diminution of job opportunities; promotion opportunities or job tenure; changes in the designation of staff positions; 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 this Agreement makes provision for alteration of any of the matters referred to, such an alteration shall be deemed not to have significant effect.

Employer's Duty To Discuss Change

- 49.3 The employer shall discuss with the employees affected and the Australian Services Union inter alia, the introduction of the changes referred to in subclause 49.2, the effects such changes are likely to have on employees, measures to avert or mitigate the adverse effects of such changes on employees and shall give prompt consideration to matters raised by the employees and/or the Union.
- 49.4 The discussions shall commence as early as practicable after a definite decision has been made by the employer to make the changes referred to in subclauses 49.1 and 49.2.
- 49.5 For the purpose of such discussion, the employer shall provide in writing to the employees concerned and the Australian Services 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.

50 - REDUNDANCY



Discussions Before Terminations

- 50.1 Where Relationships Australia (NSW) 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 discussions with the employees directly affected and with the Australian Services Union.
- 50.2 When the possibility of redundancy arises, Relationships Australia (NSW) will call for expressions of interest in redundancy from staff across the whole of Relationships Australia (NSW). Wherever possible those expressing interest in redundancy will be accommodated, taking into account the needs of both Relationships Australia (NSW), and the individual. Wherever possible redeployment will be offered rather than redundancy, such offers to be realistic in terms of job location, travel, salary parity, qualifications etc.
- 50.3 Employees can refuse redeployment when offered if the location is unsuitable or the position offered is not suitable. In such cases redundancy will be offered.
- 50.4 Where a decision to reduce the number of employees has been made, expressions of interest in redundancy will be called for from the Relationships Australia (NSW) employees. Wherever possible such expressions of interest will be accommodated, taking into account the needs of the service and employees affected.
- 50.5 Discussions shall take place as soon as practicable after the employer has made a definite decision which will invoke the provisions of subclause 50.1 and shall cover such factors as regional and program viability, demand for service, length of employee's service, need for restructuring, the reasons for the proposed terminations, measures to avoid or minimise terminations and measures to mitigate any adverse effects of any terminations on the employees concerned.
- 50.6 For the purpose of the discussion, the employer shall, as soon as practicable, provide in writing to the employees concerned and the Australian Services 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 any employer shall not be required to disclose confidential information, the disclosure of which would be inimical to the employers interests.

Transfer To Lower Paid Duties

- 50.7 Where an employee is transferred to lower paid duties for reasons set out in subclause 50.1, the employee shall be entitled to the same period of notice of transfer as he or she would have been entitled to if his or her employment had been terminated, and the employer may at the employer's option make payment in lieu thereof, an amount equal to the difference between the former ordinary rate of pay and the new lower ordinary time rates for the number of weeks of notice still owing.

Severance Pay

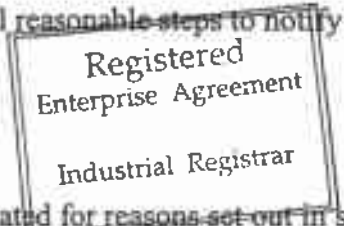
50.8 In addition to the period of notice prescribed for ordinary termination in subclause 50.2, and subject to further order of the Commission, an employee whose employment is terminated for reasons set out in subclause 50.1, shall be entitled to the following amount of severance pay in respect of a continuous period of service:

| Period of continuous service | Severance pay | |
|--|---------------------|------------------------|
| | <u>Under 45 yrs</u> | <u>45 yrs and over</u> |
| Less than 1 year | Nil | Nil |
| 1 year and more but less than 2 years | 6 weeks pay | 7 weeks pay |
| 2 years and more but less than 3 | 9 weeks pay | 10.75 weeks pay |
| 3 years and more but less than 4 | 12 weeks pay | 14.5 weeks pay |
| 4 years and more but less than 5 years | 14 weeks pay | 17 weeks pay |
| 5 years and more but less than 6 years | 16 weeks pay | 19 weeks pay |
| 6 years and more | 18 weeks pay | 22 weeks pay |

“Week's pay” means the employees current ordinary time hourly rate of pay multiplied by the average of weekly hours (excluding overtime) worked over the past 52 weeks.

Advice To Employees Of Future Vacancies

50.9 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 receives an increase in grant funding and wishes to engage a person to perform the same or similar work as that previously performed by the employee made redundant, the employer shall take ~~all reasonable steps to notify~~ the employee of the vacancy.



Employee Leaving During Notice

50.10 An employee whose employment is ~~terminated for reasons set out in~~ subclause 50.1, 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.

Alternative Employment

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

Time Off During Notice Period

50.12 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.

50.13 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.

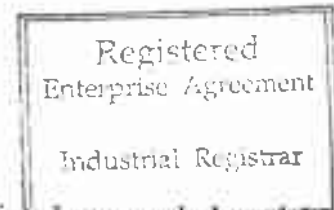
Employees Exempted

- 50.14 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.
- 50.15 This Clause shall not apply where employment is terminated as a consequence of conduct that justifies instant dismissal or employees engaged for a specific period of time.
- 50.16 This clause shall not apply to casual and fixed term employees.

Incapacity To Pay

- 50.17 An employer, in a particular redundancy case, may make application to the Commission to have the general severance pay prescription varied on the basis of the employer's capacity to pay.

51- UNION DELEGATES



- 51.1 The Union shall notify the employer of an employee ~~appointed as a workplace delegate~~.
- 51.2 Subject to subclause 51.1, an employee appointed as a workplace delegate shall be recognised by the employer as the accredited representative of the Union at the workplace.
- 51.3 A workplace delegate shall be allowed reasonable time during working hours to attend to matters affecting the Union or employees and to consult with employees and to make representation to the employer.

52 - SAVINGS CLAUSE

- 52.1 Any new employee shall be bound by this Agreement and shall also enjoy the benefits of any other Agreement, State or Federal, except where such benefit is expressly dealt with in this Agreement.

ANNEXURE "A"

Registered
 Enterprise Agreement
 Industrial Registrar

| CATEGORY | 37.50 HOURS | 28 HOURS | 21 HOURS | RATE/HOUR |
|---|------------------------|----------|----------|-----------|
| ADMIN OFFICER LEVEL 1 | 13,714 - 25,865 | | | |
| Clerical Officer | | | | |
| Age 18 years | 16,000 | 11,947 | 8,960 | 8.2051 |
| Age 19 years | 18,514 | 13,824 | 10,368 | 9.4944 |
| Age 20 years | 20,800 | 15,531 | 11,648 | 10.6667 |
| Age 21 years and over | 22,585 | 16,863 | 12,648 | 11.5821 |
| ADMIN OFFICER LEVEL 2-3 | 25,238 - 32839 | | | |
| Receptionist/Admin Assist | 25,869 | 19,315 | 14,487 | 13.2661 |
| Program Admin Assistant/ Receptionist/Admin Assist | 26,517 | 19,799 | 14,850 | 13.5985 |
| | 27,179 | 20,294 | 15,220 | 13.9379 |
| | 27,858 | 20,801 | 15,600 | 14.2862 |
| | 27,465 | 20,507 | 15,380 | 14.0846 |
| | 30,202 | 22,551 | 16,913 | 15.4882 |
| | 30,956 | 23,114 | 17,335 | 15.8749 |
| ADMIN OFFICER LEVEL 3 | 29,465 - 32,839 | | | |
| Regional Admin Assist | 29,465 | 22,001 | 16,500 | 15.1103 |
| Program Admin Co-ord | 30,202 | 22,551 | 16,913 | 15.4882 |
| Intake Officer (Mediation) | 30,956 | 23,114 | 17,335 | 15.8749 |
| Admin Officer-central Office Sec/Admin Assist to Directors | | | | |
| ADMIN OFFICER LEVEL 3-4 | 29,465 - 36,629 | | | |
| Regional Admin Co-ord | 29,465 | 22,001 | 16,500 | 15.1103 |
| | 30,202 | 22,551 | 16,913 | 15.4882 |
| | 30,956 | 23,114 | 17,335 | 15.8749 |
| | 32,840 | 24,521 | 18,390 | 16.8410 |
| | 33,661 | 25,134 | 18,850 | 17.2621 |
| | 34,503 | 25,762 | 19,322 | 17.6938 |
| | 35,365 | 26,406 | 19,804 | 18.1359 |
| ADMIN OFFICER LEVEL 4 | 32,840 - 36,629 | | | |
| Assistant Accountant | 32,840 | 24,521 | 18,390 | 16.8410 |
| | 33,661 | 25,134 | 18,850 | 17.2621 |
| | 34,503 | 25,762 | 19,322 | 17.6938 |
| | 35,365 | 26,406 | 19,804 | 18.1359 |
| ADMIN OFFICER LEVEL 4-5 | 32,119 - 39,560 | | | |
| PA/Sec to CEO | 32,840 | 24,521 | 18,390 | 16.8410 |
| | 33,661 | 25,134 | 18,850 | 17.2621 |
| | 34,503 | 25,762 | 19,322 | 17.6938 |
| | 35,365 | 26,406 | 19,804 | 18.1359 |
| | 36,630 | 27,350 | 20,513 | 18.7846 |
| | 37,545 | 28,034 | 21,025 | 19.2538 |
| | 38,484 | 28,735 | 21,551 | 19.7354 |
| ADMIN OFFICER LEVEL 5 | 36,630 - 39,560 | | | |
| Accountant - 1 | 36,630 | 27,350 | 20,513 | 18.7846 |
| | 37,545 | 28,034 | 21,025 | 19.2538 |
| | 38,484 | 28,735 | 21,551 | 19.7354 |
| ADMIN OFFICER LEVEL 6 | 36,561 - | | | |
| Accountant - 2 | 39,561 | 29,539 | 22,154 | 20.2877 |
| | 40,613 | 30,324 | 22,743 | 20.8272 |
| | 41,562 | 31,033 | 23,275 | 21.3138 |

| CATEGORY | 37.50 HOURS | 28 HOURS | 21 HOURS | RATE/HOUR | CASUAL |
|---|-----------------|----------|----------|-----------|---------|
| COUNSELLOR P1 | 27,579 - 42,171 | | | | |
| | 1 27,579 | 20,592 | 15,444 | 14.1429 | 17.9844 |
| | 2 28,678 | 21,413 | 16,060 | 14.7069 | 18.6956 |
| | 3 30,348 | 22,660 | 16,995 | 15.5632 | 19.7843 |
| | 4 32,374 | 24,172 | 18,129 | 16.6018 | 21.1046 |
| | 5 34,640 | 25,864 | 19,398 | 17.7640 | 22.5822 |
| | 6 36,859 | 27,521 | 20,641 | 18.9021 | 24.0292 |
| | 7 38,691 | 28,889 | 21,667 | 19.8414 | 25.2229 |
| | 8 39,550 | 29,530 | 22,148 | 20.2819 | 25.7825 |
| | 9 40,751 | 30,427 | 22,821 | 20.8979 | 26.2656 |
| SENIOR COUNSELLOR P2 | 42,173 - 46,825 | | | | |
| | 42,173 | 31,489 | 23,617 | 21.6270 | 27.4923 |
| | 42,897 | 32,030 | 24,022 | 21.9985 | 27.9310 |
| | 43,963 | 32,826 | 24,619 | 22.5453 | 28.6597 |
| | 45,061 | 33,646 | 25,234 | 23.1082 | 29.3757 |
| | 46,188 | 34,487 | 25,865 | 23.6859 | 30.1100 |
| PROGRAM MANAGER P3 | 46,826 - 51,971 | | | | |
| | 46,826 | | | | |
| | 47,997 | | | | |
| | 49,196 | | | | |
| REGIONAL MANGER P4 | 51,972 - 55,108 | | | | |
| | 51,972 | | | | |
| | 53,271 | | | | |
| | 54,603 | | | | |
| DIRECTOR P4 | 55,109 - 61,812 | | | | |
| | 55,109 | | | | |
| | 56,487 | | | | |
| | 57,899 | | | | |
| CEO P5 | 60,750 | | | | |
| Salary levels will be determined within the ranges listed above based on current practice | | | | | |

Registered
Enterprise Agreement
Industrial Registrar

SIGNED for an on behalf of
RELATIONSHIPS AUSTRALIA (NSW)

Anne Hollonds

Anne Hollonds, Chief Executive Officer

Nicole Barton

Witness *NICOLE BARTON.*



SIGNED for an on behalf of
Australian Services Union of NSW

Alison Peters

Alison Peters, Secretary

Sally McManus

Witness: ~~Jennifer Thompson~~ Sally McManus