

ENTERPRISE AGREEMENT

NO. EA 98/221
.....

DATE REGISTERED 14-7-98
.....

PRICE \$ 50
.....

**REGISTER OF
ENTERPRISE AGREEMENTS**

ENTERPRISE AGREEMENT NO: EA98/221

TITLE: Uniting Church Board for Social Responsibility Enterprise Agreement

I.R.C. NO: 98/3481

DATE APPROVED/COMMENCEMENT: 14 July 1998

TERM: 24 months

**NEW AGREEMENT OR
VARIATION:** New

GAZETTAL REFERENCE:

DATE TERMINATED:

NUMBER OF PAGES: 25

COVERAGE/DESCRIPTION OF

EMPLOYEES: Applies to staff covered by the Social and Community Services Award employed by the Board for Social Responsibility, eligible to join the Australian Services Union of New South Wales.

PARTIES: Uniting Church Board for Social Responsibility -&- Australian Services Union of N.S.W.



INDUSTRIAL AGREEMENT**UNITING CHURCH BOARD FOR SOCIAL RESPONSIBILITY****AND****THE AUSTRALIAN SERVICES UNION of NSW**

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PART A:**INDUSTRIAL AGREEMENT****UNITING CHURCH BOARD FOR SOCIAL RESPONSIBILITY
and
THE AUSTRALIAN SERVICES UNION of New South Wales**

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1. THE AGREEMENT:

- 1.1 The title of the agreement shall be the Uniting Church Board for Social Responsibility Enterprise Agreement.
- 1.2 The parties to the agreement are the Uniting Church Board for Social Responsibility and the Australian Services Union.
- 1.3 This agreement shall take effect from the date of registration and remain in force for two years.
- 1.4 The agreement shall apply to staff covered by the Social and Community Services Award employed by the Board for Social Responsibility, eligible to join the Australian Services Union on New South Wales.

2. DEFINITIONS:

- 2.1 'Union' shall mean the Australian Services Union of New South Wales.
'Employer' shall mean the Uniting Church in Australia (NSW Synod) Board for Social Responsibility.
- 2.2 Other definitions pertaining to position descriptions and category definitions in this agreement will be the definitions incorporated into the Social and Community Services Award. These may be altered from time to time

3. TERMS OF ENGAGEMENT:

- 3.1 The employer shall inform each employee in writing as to the terms of his or her engagement, and in particular whether he or she is a full-time, part-time or casual employee.
- 3.2 The employer shall provide each employee other than a casual with a job description and duty statement outlining specific duties to be performed, upon engagement, or in the case of existing employees, within one (1) month of the effective date of this Agreement.

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4. NO EXTRA CLAIMS.

The parties agree that during the terms of the Agreement there will be no extra claims in relation to this agreement, with the exception of any pay rises due as a result of National Wage Case Decisions or its equivalent, or unless salaries received by individuals fall below the relevant NSW award rate of pay. The parties also agree that no individual shall be worse off as a result of the introduction of this agreement

5. WAGES:

Subject to any approved salary packaging arrangements entered into between an employee and employer under clause 6 of this agreement, the rates of pay before salary packaging shall be set out in table 1, Part B of this Industrial Agreement.

6. SALARY PACKAGING:

Salary Packaging Arrangements:

- 6.1 That in respect of full-time and part-time employees employed by the employer, with the written consent of both the employer and the employee, the employer may so arrange the total salary package of the employee such as would enable the employee to have part of their total salary package paid in the form of benefits under the following conditions:
- a) that no more than 30% of the value of an employee's total Award salary entitlement may be paid in the form of benefits;
 - b) Such arrangements shall only apply so long as the employer holds Public Benevolent Institution Status under Section 78 (1) (a) (ii) of the Income Tax Assessment Act and it holds an exemption from payment of Fringe Benefits Tax wider than that Act,
 - c) that any agreement between an individual employee and the employer shall be reduced to writing and signed by both parties and that the employer shall retain a copy of the signed agreement on each employee's personnel record;
 - d) that any 'benefit granted to an individual employee does not constitute a direct payment to the employee and must be payable to a bona fide third party for a benefit which meets the requirements of the employer in respect of the Income Tax Assessment Act for exemption from Fringe Benefits Tax,
 - e) that the actual monetary cost to the employer of any benefits paid in respect of an individual employee shall at least equate to the value of the

wage portion foregone. Occupational Superannuation and Leave Loading will be paid on the gross wage.

- f) that an individual employee may not accrue any benefit beyond 30 June in any financial year and the employer must ensure that all benefits to which an employee is entitled under these arrangements are paid prior to 30 June in any financial year;
- 6.2 Nothing in these arrangements shall be deemed to imply that salary packaging arrangements under this Agreement are compulsory. Any employee who decides not to apply for salary packaging under the Agreement shall receive all wages and conditions pertaining to them under the Agreement;
- 6.3 In the event that the employer ceases to attract exemption from payment of Fringe Benefits Tax, all salary packaging arrangements shall be terminated and individual employees' wages and conditions will revert to those specified in the Agreement.
- 6.4 Notwithstanding any of the above arrangements, either the employer or the employee may cancel any salary packaging arrangements by the giving of one month's notice of cancellation to the other party.

7 PAYMENT OF WAGES:

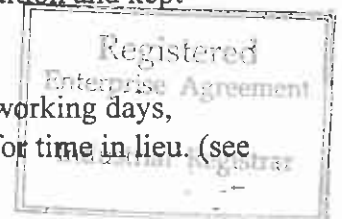
- 7.1 To ascertain the equivalent weekly rate of the annual wages such annual rates must be divided by 52.14.
- 7.2 All wages shall be paid at least fortnightly by cheque, or electronic funds transfer, by agreement, between the majority of employees, and the employer. Provided that where an employer and employee agree, wages may be paid monthly.
- 7.3 Wages shall be paid during working hours on a weekday being not more than five (5) days following the end of the pay period. The pay day selected, once agreed, shall not be changed without the agreement of a majority of the employees. In the case of electronic funds transfer payments, wages shall be transferred to the nominated account within twelve (12) hours of the close of business on the nominated pay day.
- 7.4 Upon termination, wages due to an employee and any other monetary entitlements, shall be paid on the date of termination or forwarded by post on the next working day.
- 7.5 An employer may deduct from amounts due to an employee such amounts as authorised in writing by the employee and deductions of income tax required to be made to the Australian Taxation Office.



- 7.6 On pay days, the employer shall provide for each employee a statement in writing showing the salary including overtime and allowances; the amount deducted for taxation purposes; particulars of other deductions including payroll deduction made for subscription to the Union and the net amount paid.

8. TIME RECORDS:

- 8.1 Every employer in the industry in respect of which this agreement is in force shall keep, or cause to be kept, from day to day at the workshop or factory or place where the business is carried on, in the manner and to the effect prescribed, time-sheets and pay-sheets relating to employees, correctly written up in ink, or recorded by means of some mechanical device of a type approved by the commission.
- 8.2 Such daily records shall be preserved in good order and condition and kept available for inspection for a period of at least six (6) years.
- 8.3 Time sheets will operate on a monthly cycle of twenty (20) working days, corresponding to two (2) pay periods and settlement period for time in lieu. (see Clause 9 Hours for details).
- 8.4 At the end of each monthly pay cycle, time sheets should be checked and signed by the responsible Program Coordinator then forwarded to the Board's Finance Administrator. Copies of time sheets should be retained by respective programs.



9. HOURS OF WORK:

- 9.1 The normal hours of work are 140 hours in a four (4) week period, between the hours of 7.30 am. and 7.30 pm., Monday to Friday inclusive, on a time-in-lieu basis at the employees discretion provided that employees will, where practical, ensure that programs are staffed during normal business hours.
- 9.2 No more than twenty-one (21) hours per month (or pro rata for permanent part-time employees) time-in-lieu may be carried over in any four (4) week settlement period and no more than two (2) consecutive week days may be rostered off in any four (4) week period, without the prior approval of the Community Services Manager.
- 9.3 Employees will complete a four (4) weekly time sheet corresponding to the settlement period.

10. OVERTIME:

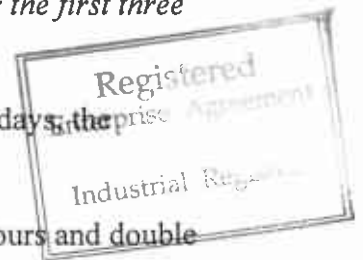
- 10.1 Overtime is time worked when directed, outside the normal core hours of 7:30 am to 7:30 pm, on weekdays, weekends and public holidays and may only be

worked with the prior written approval of the Community Services Manager. Overtime worked without the prior approval of the Community Services Manager will not be counted as overtime.

- 10.2 Where an employee has performed duty on overtime, he/she may be released from duty for a period not exceeding the period of overtime actually worked, subject to the conditions herein:
- 10.3 An employee may only be released from duty in lieu of payment for overtime, by mutual agreement of the employer and the employee/s concerned. Such agreement shall be in writing and be kept with the time and wages record;
- 10.4 For work performed Monday to Friday, for every hour worked, the employee shall take time off at the following rates: *time and one half for the first three hours and double time there after;*
- a) For work performed Saturday, Sunday and Public Holidays, the employee shall take time off at the following rates;
- Saturday time and one half for the first three hours and double time there after; and
Sunday, double time
- 10.5 An employee may not accumulate more than thirty-five (35) hours to be taken as leave in lieu of overtime payment, and shall be taken within eight (8) weeks of this accrual. Where such leave is not taken in this period, it shall be paid out in the next relevant pay period at the appropriate overtime rate otherwise applicable.

11. PART-TIME EMPLOYEES:

- 11.1 "Part-time employee" shall mean a person who works a specified number of regular days and hours being less than those worked by a full-time employee in a four (4) weekly period.
- 11.2 Part-time employees shall be paid an hourly rate calculated on the basis of one thirty-fifth (1/35) of the appropriate weekly rate prescribed by Clause 5 "Wages" of this Agreement.
- 11.3 The provisions of this Agreement shall apply to a part-time employee on a proportional basis.



12. CASUAL EMPLOYEES:

- 12.1 "Casual Employee" shall mean an employee engaged and paid as such. A casual employee shall be employed only for relieving work or work of a temporary nature.
- 12.2 A casual employee shall be paid an hourly rate equal to one thirty-fifth (1/35) of the appropriate weekly rate prescribed by Clause 5 Wages of this Agreement plus an additional loading of fifteen (15) percent.
- 12.3 A casual employee shall be paid a minimum of three (3) hours at the appropriate rate for each engagement.
- 12.4 Where a casual employee is engaged to undertake shift work, the prescribed shift allowances for the appropriate shift shall be paid in addition to the loading prescribed in sub-clause (iii) of this clause.
- 12.5 Pursuant to the Annual Holidays Act 1944, as amended, casual employees are entitled to payment in lieu of annual leave at the end of each engagement in addition to entitlements under this clause, ie. an amount equal to one twelfth (1/12th) of the employee's ordinary pay for such period of engagement.

13. ROSTER OF HOURS:

- 13.1 The ordinary hours of work for each employee shall be displayed on a roster in a place conveniently accessible to employees. Where reasonably practicable, such roster shall be displayed two (2) weeks, but in any case at least one (1) week prior to the commencing date of the first working period in any roster. Provided that this clause shall not make it obligatory for the employer to display a roster of ordinary hours of work of members of the relieving staff or casuals.
- 13.2 Provided further that a roster may be altered at any time to enable the services of the employer to be carried on where another employee is absent from duty on account of illness or in emergency, but where any such alteration involves an employee working on a day which would have been his or her day off, such time worked shall be compensated in accordance with the Overtime clause.

14. RECALL:

- 14.1 An employee who is recalled to work after leaving the place of employment, shall be paid for a minimum of three (3) hours work at the appropriate overtime rate for such time so recalled, provided that the employee shall not be required to work the full three (3) hours if the work such employee is recalled to perform, is completed in a shorter period.

14.2 Sub-clause (13.1) above shall not apply when overtime is continuous (subject to a reasonable meal break) with completion or commencement of ordinary working time.

15. SICK LEAVE:

15.1 In the event of an employee becoming sick and unfit for duty, and certified as such by a duly qualified medical practitioner, he or she shall be entitled to ten (10) days sick leave on full pay for each year of service. For the purpose of this clause, illness shall include stress and mental ill-health.

15.2 The payment for any absence on sick leave in accordance with this clause during the first three months of employment may be withheld by the employer until the employee completes such three months of employment at which time the payment shall be made.

15.3 The employer may dispense with the requirements of a medical certificate where the absence does not exceed two (2) consecutive days or where in the employer's opinion, circumstances are such not to warrant such requirement.

15.4 Each employee shall take all reasonable practicable steps to inform the employer of his or her inability to attend for work and as far as possible, state the estimated duration of the absence. Where practicable, such notice shall be given within twenty-four (24) hours of the commencement of such absence.

15.5 Where an employee requests sick-leave the day before or the day after a public holiday or rostered day off or annual leave, the employee must produce a medical certificate.

15.6 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 up to five years. There shall be no payment of portions of leave not taken, on retirement or termination.

15.7 Where an employee has, in accordance with this clause, taken sick leave, the employee shall not be required to work any ordinary hours other than those previously rostered so as to avoid or minimise the requirement on an employer to provide paid sick leave.

15.8 For the purposes of calculating deductions from sick leave credits where employees taking such sick leave are absent for part of day, the following procedure shall be used:

- i) leave credited should be converted into hours on the number of ordinary hours rostered that day; and
- ii) sick leave taken to the nearest quarter hour, should then be deducted from this total.



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16. PERSONAL CARERS' LEAVE

16.1 Use of Sick Leave

16.1.1 An employee, other than a casual employee, with responsibilities 'in relation to a class of person set out in 16. 1.3 (ii) who needs the employee's care and support, shall be entitled to use, in accordance with this subclause, any current or accrued sick leave entitlement, provided for at Clause 15 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.

16.1.2 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.

16.1.3 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.

16.1.4 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.

16.2 Unpaid Leave for Family Purpose

16.2.1 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 16.1.3 (ii) above who is ill.

16.3 Annual Leave

16.3.1 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.

16.3.2 Access to annual leave, as prescribed in paragraph 16.3.1 above, shall be exclusive of any shutdown period provided for elsewhere under this award.

16.3.3 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.

16.4 Time Off in Lieu of Payment for Overtime

16.4.1 For the purpose only of providing care and support for a person in accordance with clause 16.1 above, and despite the provisions of sub-clause 10.4 the following provisions shall apply.

16.4.2 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.

16.4.3 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.

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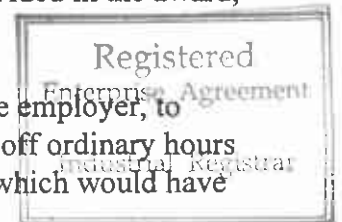
16.4.4 If, having elected to take time as leave in accordance with paragraph 16.4.2 above, the leave is not taken for whatever reason payment for time accrued at overtime rates shall be made at the expiry of the twelve (12) month period or on termination.

16.4.5 Where no election is made in accordance with paragraph 16.4.2, the employee shall be paid overtime rates in accordance with the award.

16.5 Make-up Time

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

16.5.2 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.



17. **LONG SERVICE LEAVE:**

The Provisions of the Long Service Leave Act 1955 apply in all respects except the following:

- (i) All BSR employees shall be entitled to paid long service leave after five years.
- (ii) The rate of accrual of long service leave entitlement shall be the same as that provided for under the Act, that is 0.8776 weeks per completed years of service.

18. **CALCULATION OF CONTINUOUS SERVICE:**

Continuous service for the purpose of this Agreement, shall be calculated in the same manner as provided for in the Long Service Leave Act, 1955.

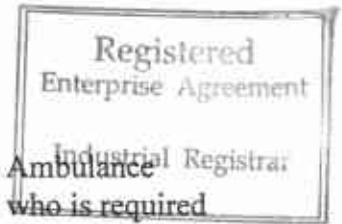
19. **HIGHER DUTIES ALLOWANCE:**

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

- 19.2 An employee required to perform the work of another employee shall not suffer any reduction in his or her wage.

20. FIRST AID:

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 his or her employer to be available to perform first aid duty at his or her workplace, shall be paid an allowance of five dollars and eighty five cents (\$5.85) per week or one dollar seventeen cents (\$1.17) per day with a minimum payment of one (1) day.



21. JURY SERVICE:

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

22. PROTECTIVE CLOTHING & SAFETY EQUIPMENT:

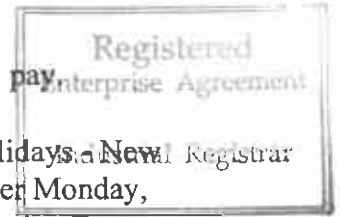
Where an employer requires an employee to wear protective clothing or a uniform, such protective clothing or uniform as are reasonably required shall be provided and, as necessary, repaired and replaced by the employer, provided that any issue of protective clothing or uniforms shall remain the property of the employer.

23. AMENITIES:

- 23.1 The employer shall provide reasonable toilet and washing facilities for the use of employees in each office or place of business.
- 23.2 The employer shall supply and maintain reasonable heating and cooling appliances for the safe and healthy functioning of the worksite.
- 23.3 The employer shall provide reasonable facilities for the taking of meals, including a table and chairs, boiling water, refrigerated water, a refrigerator and a suitable cupboard for the storing of utensils and supplies.

24. PUBLIC HOLIDAYS:

- 24.1 Public holidays shall be allowed to full-time employees on full pay.
- 24.2 For the purpose of this clause, the following shall be public holidays: New Year's Day, Australia Day, Good Friday, Easter Saturday, Easter Monday, Anzac Day, Queen's Birthday, Labour Day, Christmas Day, Boxing Day, or any holiday proclaimed in lieu thereof, together with any other day duly proclaimed and observed as a public holiday within the area in which the service is situated.

**25. MOTOR VEHICLE ALLOWANCE:**

Where an employee is required by their employer to use their motor vehicle in the course of their duty, they shall be paid an amount of forty four cents (44 cents) per kilometre travelled during such use.

26. BEREAVEMENT LEAVE:

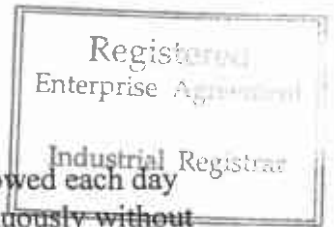
- 26.1 An employee shall on the death of a person with whom the employee is in a bona fide domestic relationship, (eg. partner) or parent or child, brother, sister, grandparent, father-in-law or mother-in-law, be entitled on notice to leave up to and including the day of the funeral of such person, and such leave shall be without deduction of pay for a period not exceeding the number of hours worked by the employee in two (2) ordinary days' work. Reasonable proof of such death shall be furnished by the employee to his/her employer.
- 26.2 Provided however, that this clause shall have no operation while the period of entitlement to leave under it, coincides with any other period of entitlement to leave.
- 26.3 For the purpose of this clause, the word "partner" shall include wife or husband from whom the employee is separated and a person who lives with the employee in a de facto relationship.

27. EMPLOYEES' INDEMNITY AGAINST CIVIL LIABILITY:

Employers shall be responsible, in accordance with the Employees' Liability (Indemnification of Employer) Act, 1982 to indemnify employees against liability for fault (as defined in that Act) arising out of the performance of work by the employee.

28. SPECIAL LEAVE:

In the case of domestic or other pressing necessity, an employee shall be entitled to up to five (5) days unpaid leave in each twelve (12) months of service, to be taken at mutually agreed times, provided that any such request for such leave shall not be unreasonably refused by the employer.



29. MEAL BREAKS:

Where practicable, a lunch break of not less than thirty (30) minutes shall be allowed each day provided that no employee shall be required to work more than five hours continuously without a meal, and where he/she does so with the authorisation of the employer, such time worked in excess of five (5) hours shall be deemed as overtime.

Where practicable, a dinner break of not less than thirty (30) minutes shall be allowed where duty extends beyond 7.00 pm. any day.

Note: Nothing in this clause should be deemed to mean that an employee would be deprived of nor deprive themselves of a meal break simply because of pressure of general work.

30. REST BREAKS:

A paid break for morning or afternoon tea shall be allowed to employees in an eight (8) hour working period, its timing to be subject to mutual agreement between employer and employees at any particular location.

31. ANNUAL LEAVE:

31.1 Full-time and part-time employees shall be entitled to annual leave after each twelve (12) months of continuous service.

31.2 Such annual leave shall be -

- a) if the employee is regularly rostered for duty over seven (7) days of the week; five (5) weeks with pay after each twelve (12) months of continuous service.
- b) for all other full-time and part-time employees, four (4) weeks with pay after each twelve (12) months of continuous service.

31.3 The provisions of the Annual Holidays Act, 1944 as amended, shall apply except as provided for in sub-clause 31.2 a above.

32. ANNUAL LEAVE LOADING:

32.1 In this clause the Annual Holidays Act, 1944 is referred to as "the Act".

32.2 Before an employee is given and takes his/her annual holiday, or where, by agreement between the employer and employee, the annual holiday is given and taken in more than one separate period, then before each of such separate periods, the employer shall pay his/her employee a loading determined in accordance with this clause.

Note: the obligation to pay in advance does not apply where an employee takes an annual holiday wholly or partly in advance.

- a) The loading is payable in addition to the pay for the period of holiday given and taken and due to the employee under the Act and this agreement.
- b) The loading is to be calculated in relation to any period of annual holiday to which the employee becomes, or has become, entitled under the Act and this agreement, or where such a holiday is given and taken in separate periods, then in relation to each separate period.

Note: see sub-clause 31.6 as to holidays taken wholly or partly in advance.

- c) The loading is the amount payable for the period or the separate period, as the case may be, stated in sub-clause 31.4 at the rate per week of seventeen and one half (17 ½%) percent of the appropriate ordinary weekly time rate of pay prescribed by this agreement for the classification in which the employee was employed immediately before commencing his/her annual holiday.
- d) No loading is payable to an employee who takes an annual holiday wholly or partly in advance, provided that, if the employment of such an employee continues until the day when they would have become entitled under the Act to an annual holiday, the loading then becomes payable in respect of the period of such holiday and is to be calculated in accordance with sub-clause 30.5 of this clause applying the agreement rates of wages payable on that day. This subclause applies where an annual holiday has been taken wholly or partly in advance.

32.3. Where, in accordance with the Act, the employer's establishment or part of it is temporarily closed down for the purpose of giving an annual holiday or leave without pay to the employees concerned -

- a) an employee who is entitled under the Act to an annual holiday and who is given and takes such a holiday shall be paid the loading calculated in accordance with sub-clause 30.5 of this clause
- b) an employee who is not entitled under the Act to an annual holiday and who is given and takes leave without pay, shall be paid in addition to the amount payable to them under the Act, such proportion of the loading that would have been payable to them under this clause, if they had become entitled to an annual holiday prior to the close-down as their qualifying period of employment in completed weeks bears to fifty-two (52).

- 32.4 a) Where the employment of an employee is terminated by their employer for a cause other than misconduct, and at the time of the termination the employee has not been given and has not taken the whole of annual holiday to which they became entitled, they shall be paid a loading calculated in accordance with sub-clause 30.4 for the period not taken;
- b) Except as provided by paragraph (a) of this sub-clause, no loading is payable on the termination of an employee's employment.

33. MATERNITY LEAVE:

33.1 Eligibility

- a) A full-time employee who has served for a continuous period of not less than fifty-two (52) weeks shall be entitled to
- (i) leave on full pay for a period of four (4) weeks;
 - (ii) additional leave without pay to bring the total leave to a period of twelve (12) months. Such leave shall be taken at a time within the period of twenty (20) weeks before the expected date of birth to twelve (12) months after giving birth.
- b) Service for the purpose of maternity leave shall be counted as commencing from the date of notification appointment.

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34. EDUCATIONAL LEAVE:

- 34.1 An employee shall be entitled to four (4) hour's leave on full pay per week to attend courses approved by the employer.
- 34.2 This leave may be accumulated throughout the year and taken prior to examinations provided that the maximum to be taken at any one time shall be two (2) weeks.
- 34.3 An employee shall be entitled to paid leave to attend examinations in courses approved by the employer.
- 34.4 A member of the Union shall be entitled to five (5) days leave on full pay in each twelve (12) months to attend Trade Union Training Authority courses and/or conferences approved by the Union. An employee shall give the management committee two (2) weeks notice of attendance at such a conference or course.

35. LEAVE WITHOUT PAY

A maximum of one year's leave without pay may be taken. Such leave shall not count as a break in service. Such leave shall be agreed between the employer and the employee.

36. PARENTAL LEAVE:

Part 4 of the Industrial Relations Act 1996 applies, with the exception of Clause 33, 36 and 37.

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36.1 An employee who is taking on parental responsibilities, who is not entitled to adoption or maternity leave with a newborn child, shall be entitled to leave without pay.

37. ADOPTION LEAVE:

All employees who adopt or plan to adopt a child shall be entitled to leave without pay. However where the employee is the primary caregiver, four weeks of this leave shall be paid.

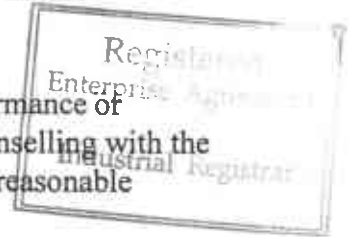
38. GRIEVANCE PROCEDURES

- 38.1 Subject to the Industrial Relations Act 1988, as amended, any dispute or grievance arising out of the operation of this Award, 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.
- 38.2 In the first instance, the employee shall attempt to resolve the grievance with their immediate supervisor or employer and shall be entitled to have a union representative present if the employee so desires.
- 38.3 Where any such attempt at resolution has failed, or where the grievance is of such a nature that a direct discussion between the employee and the immediate supervisor or employer would be inappropriate, the employee may notify a duly authorised State representative of the Australian Services Union, who, if they consider there is some substance in the dispute or claim, may forthwith take the matter up with the employer, and a meeting shall be arranged.
- 38.4 The arrangement of a meeting shall take place within seven working days of notification to the employer of a dispute or grievance.
- 38.5 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.

39 COUNSELLING AND DISCIPLINARY PROCEDURES

39.1 Each employer shall establish a procedure for counselling and disciplining employees where the employer has concern about their work performance or conduct. The procedure should be designed to suit the size and nature of the enterprise and incorporate the following steps.

- (a) Where the employer has concerns about the work performance or conduct of an employee, the employer shall initiate counselling with the employee concerned. The employee should be given a reasonable opportunity to improve their performance or conduct.
- (b) Where the employer believes the continuing work performance or conduct has not improved following adoption of the procedure in paragraph (I) the employer should give the employee a written warning outlining the employer's concerns and reasons for coming to that conclusion. The employer should give the employee further reasonable opportunity to improve the performance or conduct.
- (c) Subsequent to a written warning having been provided to an employee, the union shall if required, be given reasonable opportunity to meet with the employer and employee to discuss the matter. The parties shall make a genuine attempt to assist in resolving the employee's performance or conduct.
- (d) Nothing in this procedure shall restrict the employer's right to summarily dismiss an employee.



40. TERMINATION OF EMPLOYMENT:

- 40.1 Termination of employment by an employer shall not be unfair, unjust or unreasonable. Without limiting the above, except where a distinction, exclusion or preference exists, termination based on the grounds of race, colour, sex, marital status, family responsibilities, pregnancy, religion, political opinion, national extraction and social origin, physical difference or sexual preference, shall constitute an unfair, unjust or unreasonable termination of employment.
- 40.2 For the purpose of this clause, termination of employment shall include termination with or without notice.
- 40.3 An employee shall not be dismissed unless they have received a verbal warning, first written warning and a final written warning as prescribed in the disciplinary procedure in clause 39, and the problem and/or complaints for which the employee has received these three disciplinary penalties persists or re-occurs.

- 40.4 In addition to the notice prescribed in sub-clause hereof, employees over forty-five (45) years of age, at the time of giving notice, with not less than two (2) years' continuous service, shall be entitled to an additional week's notice.
- 40.5 Payment in lieu of the notice prescribed in clause 40.6 of this clause, 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.
- 40.6 The period of notice in this clause shall not apply in cases which justifies instant dismissal, or in the case of casual employees, or employees engaged for a specific period of time.
- In calculating any payment in lieu of notice, the wages an employee would have received in respect of the ordinary time he/she would have worked during the period of notice had his/her employment not been terminated, shall be used. For the purpose of this clause, continuity of service shall be calculated in accordance with the Long Service Leave Act 1955.
- 40.7 Notwithstanding the above clauses, both parties reserve the right to take a dispute to the Industrial Commission at any time.
- 40.8 An employee has the right to inspect his/her personal file, kept by the employer, at any time.
- 40.9 Upon termination of employment for any reason whatsoever, the employer shall furnish the employee with a certificate of service in the following form:
- (i) Employee's name:
 - (ii) Period of employment: From . . . to . . .
 - (iii) Title of position:
 - (iv) Salary scale:
 - (v) Nature of work: (including if applicable, details of number of other employees supervised by employee)

Seal of Employer to be attached where applicable.

41. RESIGNATION:

The notice of resignation to be given by an employee shall be the same as that required of an employer, save and except that there shall be no additional notice based on the age of the employee concerned.



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42. REDUNDANCY:

42.1 Discussions before terminations

Where an employee is to be terminated because of cessation or reduction of funding, and the employer does not wish the job to be done by anyone, then the employer shall hold discussions with the employees affected and the ASU.

- a) the discussions shall take place soon as possible following the decision to terminate the employees) and shall cover the reasons for termination and measures to avoid or minimise or lessen any adverse affects of any terminations on the employees concerned;
- b) for the purpose of the discussion, the employer shall, as soon as practicable, provide in writing to the employees concerned and the ASU, 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.

42.2 Severance Pay

In addition to the period of notice prescribed for the ordinary termination, an employee whose employment is terminated for reasons set out in sub-clause 40.1 here of shall be entitled to the following amount of severance pay in respect of a continuous period of employment.

NSW Employment Protection Regulation 1995 Scale of Severance Payments

Length of Continuation Service by Employee	Rate of calculation of severance pay	
	If employee is under 45 yrs.	If employee is over 45 yrs.
1 year or less	Nil	Nil
1 year and more but less than 2 years	4 weeks pay	5 weeks pay
2 years and more but less than 3 years	7 weeks pay	8.75 weeks pay
3 years and more but less than 4 years.	10 weeks pay	12.5 weeks pay
4 years and more but less than 5 years.	12 weeks pay	15 weeks pay
5 years and more but less than 6 years.	14 weeks' pay	17.5 weeks' pay
6 years and more.	16 weeks' pay	20 weeks' pay



* 'weeks pay' means the ordinary time rate of pay for the employee concerned.

42.3 Employee leave during notice

- a) During the period of notice of termination given by the employer, an employee shall be allowed up to one day's time off without loss of pay during each week of notice for the purpose of seeking other employment;
- b) if the employee has been allowed paid leave for more than one (1) 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/she shall not receive payment for the time absent. For this purpose a statutory declaration will be sufficient.

42.4 Notice to Commonwealth Employment Service

Where a decision has been made to terminate employees in the circumstances outlined in sub-clause 41.1 hereof, the employer shall notify the local office of the Commonwealth Employment Service thereof as soon as possible, giving relevant information including the number and category of the employees likely to be affected, and the period over which terminations are likely to be carried out.

42.5 Incapacity to pay

An employer, in particular redundancy cases, may make application to the ASU to have the general severance pay prescription varied on the basis of the employer's incapacity to pay.

43. UNION MEETINGS:

Union members shall be entitled to one (1) hour per month in working time, without loss of pay, for the purposes of attending Union meetings.

44. HARASSMENT AND INTIMIDATION:

- 44.1 The employer shall not, to the extent that it is within the employers power to do so, allow an employee to be harassed or intimidated in the course of his/her work.
- a) in particular, racial and sexual harassment of employees shall not be condoned by the employer. Appropriate action shall be taken by the employer in consultation with all employees to prevent harassment or intimidation from occurring.

44.2 In the event that a complaint of racial or sexual harassment or intimidation is made to the employer, and that complaint is considered valid, the employee against whom the complaint is brought shall be issued with a first and final written warning under the terms of clause 35 'Disciplinary Procedure', and notified that a further complaint of this nature shall bring about termination procedures.

45. UNION RIGHT OF ENTRY:

In accordance with sections 296-302 of the Industrial Relations Act, an authorised industrial officer or employee of an industrial organisation of employees may enter premises where members or eligible members of the organisation are engaged, for the purpose of holding discussions with the employees in any lunch time of non-working time.

After providing the employer with 48 hours notice an authorised industrial officer may, for the purpose of investigating any suspected breach of the industrial relations legislation, relevant award or agreement, enter the employers premises during working hours and inspect and copy any time sheets, pay records and other documents related to the suspected breach.

46. DISCRIMINATION ON ACCOUNT OF INDUSTRIAL ACTION:

See provisions of chapter 5 Industrial Relations Act, 1996.

47. UNION NOTICE BOARD:

An accessible space for union notices shall be provided by the employer.

48. SAVING CLAUSE:

Nothing in this Industrial Agreement shall be deemed or construed to reduce the wages and/or conditions to which any employee may have been entitled prior to the making of this agreement. Nothing in this agreement shall be deemed or construed to reduce entitlements to any leave provision which may have accrued prior to the introduction of this agreement.

49. POSTING OF AGREEMENT:

A copy of this agreement shall be kept in an accessible place at each workplace, where employees covered by the agreement are situated, for the perusal of employees.

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PART B: Rates of Pay.

CATEGORY	PA	PW	PH
Social Welfare			
Assistant			
Year 1	20,964.12	402.07	11.49
Year 2	22,181.00	425.42	12.15
Year 3	23,190.35	444.77	12.71
One			
Year 1	25,847.82	495.74	14.16
Year 2	27,369.39	524.92	15.00
Year 3	28,681.04	550.08	15.72
Year 4	30,214.55	579.49	16.56
Two			
Year 1	27,462.69	526.71	15.05
Year 2	29,094.93	558.02	15.94
Year 3	30,525.92	585.46	16.73
Year 4	32,253.63	618.60	17.67
Year 5	33,646.64	645.31	18.44
Three			
Year 1	36,146.80	693.26	19.81
Year 2	37,837.08	725.68	20.73
Year 3	39,936.91	765.96	21.88
Year 4	42,768.51	820.26	23.44

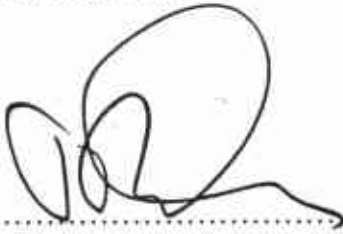


SIGNED for and on behalf on

UNITING CHURCH BOARD FOR SOCIAL RESPONSIBILITY



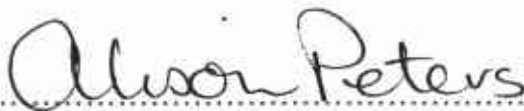
.....
Rev Harry J Herbert
Executive Director




.....
Witness

Signed for and on behalf of

AUSTRALIAN SERVICES UNION OF NEW SOUTH WALES



.....
Alison Peters
Secretary



.....
Witness