

**REGISTER OF  
ENTERPRISE AGREEMENTS**

**ENTERPRISE AGREEMENT NO:** EA04/131

**TITLE: Blacktowns Womens and Girls' Health Centre Inc  
Enterprise Agreement 2004**

**I.R.C. NO:** IRC4/715

**DATE APPROVED/COMMENCEMENT:** 9 March 2004

**TERM:** 36 months

**NEW AGREEMENT OR  
VARIATION:** New

**GAZETTAL REFERENCE:** 18 June 2004

**DATE TERMINATED:**

**NUMBER OF PAGES:** 4

**COVERAGE/DESCRIPTION OF**

**EMPLOYEES:** This Agreement applies to all employees employed by Blacktown Women and Girls Health Centre Inc located at 6 Prince Street, Blacktown, NSW 2148 who fall within the coverage of the Social and Community Services Employees (State) Award

**PARTIES:** Blacktown Women and Girls' Health Centre Inc. -&- the Australian Services Union of N.S.W.

# BLACKTOWN WOMEN'S AND GIRLS' HEALTH CENTRE INC. ENTERPRISE AGREEMENT 2004

## 1. Title and Agreement

This agreement shall be known as the Blacktown Women's and Girls' Health Centre Inc. Enterprise Agreement and shall be arranged as follows:

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19.	Remuneration Packaging
20.	Redundancy
21.	Study Leave
22.	Training
23.	Dispute Avoidance, Grievance Procedure
24.	Anti-Discrimination

## 2. Parties to the Agreement

This agreement is made between the Blacktown Women's and Girls Health Centre Inc. ("the Centre") and the Australian Services Union of NSW ("ASU"), the latter being an registered industrial organisation of employees.

## 3. Scope of the Agreement

This agreement shall apply to all staff employed by the Centre on or after the date of registration of the agreement.

## 4. Date of Operation

This agreement shall operate from the date of certification and shall operate for a period of three years.

## 5. Relationship to Parent Award

This agreement shall be read and interpreted in conjunction with the Social and Community Services (State) Award ('the award'). The agreement will prevail to the extent of any inconsistency between the award and the agreement.

## **6. Hours of Work**

- 6.1 From the commencement of this agreement ordinary hours of work will be 38 per week for full time staff.
- 6.2 Employees employed prior to the commencement of this agreement shall continue to work 35 hours per week and be classified as full time employees.

## **7. Part-Time Employees**

Part-time employees shall receive the conditions of employment provided for in this Agreement for permanent full-time employees at a rate in proportion to the number of hours worked each week by such part-time employee.

## **8. Salaries**

All employees salaries will be increased at the same time, and by the same amount, as increase in salaries to the Award.

## **9. Overtime**

Overtime provisions are in accordance with the Award.

## **10. Time Off in Lieu of Overtime**

- 10.1 An employee who works approved overtime outside the ordinary hours worked by full time staff may be compensated by way of time in lieu of overtime.
- 10.2 The accrual and taking of time in lieu will be conditional on mutual agreement between the employee and the Centre.
- 10.3 Time off in lieu shall be taken within two months of it being accrued. This period may be extended with the Centre's agreement.
- 10.4 Time off in lieu will accrue at the rate of hour for hour, except for time in lieu accrued by working weekends.
- 10.5 Time in lieu accrued by working weekend will accrue as follows:
  - Saturday - time and one half for first 2 hours  
double time thereafter
  - Sunday - double time
- 10.6 Untaken time in lieu will be paid out on termination of employment.
- 10.7 Time in lieu records will be maintained by the Centre

## **11. Sick Leave**

- 11.1 The provisions of the award apply, with the exception that employees shall be entitled to be absent without loss of pay for twelve days per annum.
- 11.2 Employees employed prior to commencement of this agreement shall have their existing accrual of sick leave preserved, but will hereafter accrue sick leave at the rate in 8.1.
- 11.3 Sick leave may only be booked in advance for the purpose of attending medical appointments. A medical certificate, or other proof of attendance, must be provided on such occasions.

## **12. Long Service Leave**

The provisions of the *Long Service Leave Act 1955* apply, with the exception that employees shall be entitled to pro-rata Long Service Leave after five years continuous service

## **13. Parental Leave**

The provisions of the *Industrial Relations Act 1966* apply, with the exception that employees with twelve months or more continuous service shall receive nine weeks paid maternity leave.

## **14. Bereavement Leave**

The provisions of the Award apply, with the exception that in the event of the death of an employee's partner/spouse, parents, child, sibling, 5 days bereavement leave per annum will be granted.

## **15. Community/Family Leave**

- 15.1 A maximum of three days p.a. will be paid, at the workers ordinary rate of pay to enable worker to attend to family or community matters. These matters may be varied in nature but must relate to issues of a family nature.
- 15.2 Approval is required by Management when taking this leave, but such approval will not be unreasonably withheld.
- 15.3 Community/Family Leave does not accrue from year to year and are not paid out on cessation of employment.

## **16. Days of Cultural Significance**

- 16.1 The Centre will grant an employee one day of paid leave and two days unpaid per annum for a day of cultural significance.
- 16.2 Days of cultural significance will be defined in the Centre's policy.

## **17. Unpaid Leave**

Employees may apply for unpaid leave up to a maximum of twelve months. This leave may be taken in conjunction with all other forms of leave, including maternity leave.

## **18. Christmas Leave**

- 18.1 All staff are entitled to paid leave, at their ordinary rate of pay, from 25th December each year until the first working day of the New Year. Such paid leave applies only to days of the week within this period which are normally worked by the employee.
- 18.2 This leave is in addition to annual leave. No annual leave loading is payable on the Christmas leave.

## **19. Remuneration Packaging**

Remuneration packaging will be available to employees in accordance with the Award.

## **20. Redundancy**

Clause 49 of the Award applies with the following exceptions:

- 20.1 There shall be no requirement that the Centre employ 15 or more employees.
- 20.2 The scale of severance payments made by the Centre shall be 75% of the rate applicable under the Award.

## **21. Study Leave**

- 21.1 An amount of \$200 per person will be available for use for approved study in any one calendar year, to be used for items such as courses, seminars, conferences.
- 21.2 When approval for a particular course of study is approved, the Centre will pay the employee their base ordinary hourly rate of pay for a maximum of four days in any one calendar year.
- 21.3 Study leave does not accrue from year to year, but any unused monies for the previous calendar year will be carried forward to the next year, up to a maximum of two years.
- 21.4 Approval must be sought from the employer prior to commencement of study under this clause.

## **22. Training**

Employees will be paid at the ordinary rate of pay to attend any training All deemed mandatory by the Centre. Costs for such training will be paid by the Centre.

## **23. Dispute Avoidance and Grievance Procedure**

Clause 47 - Grievance and Dispute Settling Procedure of the Award shall be followed in respect of any matter arising out of this agreement.

## **24. Anti-Discrimination**

Clause 52 of the Award applies.

### **SIGNATORIES TO THE AGREEMENT**

\_\_\_\_\_  
Blacktown Women's and Girls' Health Centre Inc.

\_\_\_\_\_  
15 / 01 / 04

\_\_\_\_\_  
Date

\_\_\_\_\_  
Executive President  
Australian Services Union of NSW

\_\_\_\_\_  
12 / 02 / 04

\_\_\_\_\_  
Date