

**REGISTER OF
ENTERPRISE AGREEMENTS**

ENTERPRISE AGREEMENT NO: EA99/247

TITLE: W.I.L.M.A. Women's Health Centre Incorporated Enterprise Agreement 1999

I.R.C. NO: 99/4565

DATE APPROVED/COMMENCEMENT: 9 September 1999

TERM: 12 months

**NEW AGREEMENT OR
VARIATION: New**

GAZETTAL REFERENCE:

DATE TERMINATED:

NUMBER OF PAGES: 59

COVERAGE/DESCRIPTION OF

EMPLOYEES: Applies to all employees of W.I.L.M.A. Women's Health Centre Incorporated at all work sites within the state of New South Wales, classified as Community Services Workers

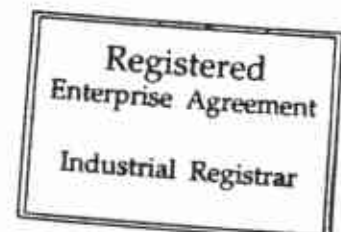
PARTIES: WILMA Women's Health Centre Inc -&- Australian Services Union of N.S.W.

W.I.L.M.A. Women's Health Centre Inc.
Women In The Local Macarthur Area



**W.I.L.M.A. WOMEN'S HEALTH
CENTRE INCORPORATED**

**ENTERPRISE AGREEMENT
1999**

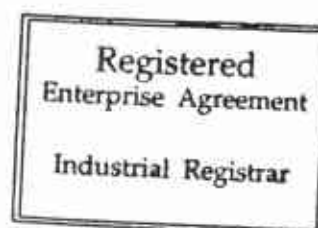


1. Title

This agreement will be known as the W.I.L.M.A. Women's Health Centre Incorporated Enterprise Agreement 1999.

2. Arrangement

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3. Application of the Agreement

3.1 This agreement shall apply to all employees of W.I.L.M.A. Women's Health Centre Incorporated at all work sites owned or operated by W.I.L.M.A. Women's Health Centre Incorporated in the State of New South Wales, who fall within the classifications contained in clause 9.

4. Parties Bound

4.1 This agreement is binding on:

- (a) W.I.L.M.A. Women's Health Centre Incorporated;
- (b) all Community Health Worker employees of W.I.L.M.A. Women's Health Centre Incorporated;
- (c) the Australian Services Union of New South Wales ("the Union").



5. Duration of the Agreement

5.1 This agreement shall operate from registration ("the Commencement Date") and will remain in force for a period of one year.

5.2 The parties agree to consult three months prior to the expiry date of this Agreement to endeavor to ensure that it is re-negotiated prior to its expiry date.

- 5.3 The parties to this Agreement shall not pursue any extra claims within this Agreement or outside it for the term of the Agreement.

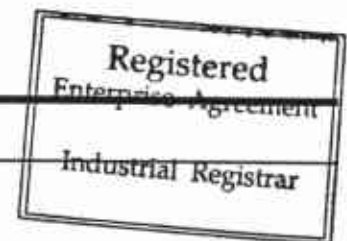
6. Relationship with Awards and Other Agreements

- 6.1 The terms of this Agreement shall prevail over the terms of any award, agreement or any order of the Australian Industrial Relations Commission or Industrial Relations Commission of New South Wales that would otherwise apply.

7. Recognition of Rights

- 7.1 W.I.L.M.A. Women's Health Centre Incorporated recognises the rights of its employees to belong to the Union and of the Union to represent its members. W.I.L.M.A. Women's Health Centre Incorporated's policy will be that all eligible employees have the opportunity and are encouraged to join the Union. Employees will be provided with a copy of an application form at the point of recruitment.
- 7.2 W.I.L.M.A. Women's Health Centre Incorporated and the Union recognise their joint responsibility to ensure this agreement is effective and in the event of any ambiguity the spirit and intention of the Parties should be paramount.
- 7.3 W.I.L.M.A. Women's Health Centre Incorporated undertakes upon authorisation to deduct Union membership dues as levied by the Union in accordance with its rules from the pay of employees who are members of the Union. Such monies collected will be forwarded to the appropriate branch of the Union at the beginning of each month together with all necessary information to enable the reconciliation and crediting of subscriptions to members' accounts.

8. Contract of Employment



- 8.1 All employees will be engaged either on a full time, part time, casual or term employee basis.
- 8.2 Terms of Engagement
- (a) W.I.L.M.A. Women's Health Centre Inc shall inform each employee in writing as to the terms of their engagement, and in particular whether they are a full-time, part-time, term or casual employee.
 - (b) Casuals shall receive details in writing only on their initial engagement.
 - (c) W.I.L.M.A. Women's Health Centre Inc shall provide each employee with a job description and duty statement outlining specific duties to be performed and hours of work, upon engagement, or in the case of existing employees, within one month of the effective date of this Agreement.

- (d) All employees employed pursuant to this Agreement other than term or casual employees shall be deemed to be permanent employees.

8.3 Casual Employees

- (a) "Casual Employee" shall mean an employee employed to perform work of a short term irregular nature.
- (b) A casual employee shall be paid an hourly rate equal to one-thirty fifth of the appropriate weekly rate prescribed by Clause 10, Rates of Pay, plus an additional loading of fifteen per cent.
- (c) Pursuant to the *Annual Holidays Act 1944*, 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 (8.33%) of the employee's ordinary pay for such a period of engagement.
- (d) Where a casual employee is engaged to undertake shift work, the prescribed shift penalty for the appropriate shift shall be paid in addition to the loading prescribed in subclause 2 of this clause.
- (e) A casual employee shall be paid a minimum of three hours at the appropriate rate for each engagement.

NOTE: To calculate the appropriate rate of pay for a casual employee the formula is:-

Appropriate hourly rate plus 15% plus 8.33% plus appropriate shift penalty.

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8.4 Part-time Employees

- (a) "Part-time Employees" 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-week period.
- (b) Part-time employees shall work and be paid a minimum of three continuous hours on each day they work.
- (c) Part-time employees shall be paid an hourly rate calculated on the basis of one-thirty fifth of the appropriate weekly rate prescribed by Clause 10, Rates of Pay, of this agreement.
- (d) Part-time employees shall be entitled to all benefits under this Agreement unless stated otherwise.

8.5 Full-time Employee

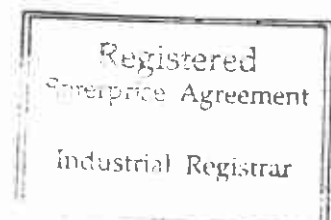
- (a) An employee not specifically engaged on a part-time or casual or term basis shall be a full-time employee.
- (b) Full time employees shall work and be paid a minimum of three continuous hours on each day they work.

8.6 Term Employees

- (a) A Fixed Term Employee may be engaged to work on either a full-time or part-time basis:
- (i) for the completion of a specifically funded task(s) or project; for a defined period; or
 - (ii) to relieve an employee who is undertaking a specifically funded task(s) or project for a defined period; or
 - (iii) to relieve in a relevant position arising from an employee taking leave; or
 - (iv) for the temporary provision of specialist skills that are not available within the organisation for a specified period of time; or
 - (v) to fill short term vacancies resulting from the resignation of a permanent employee during the recruitment and selection process;

provided that the term shall not exceed 12 months in the case of (iii), (iv) or (v).

- (b) A fixed term employee shall not be employed to fill a position previously held by a permanent employee except under circumstances specified in subclause (i) or (ii) above.
- (c) This agreement shall apply to a fixed term employee except to the extent that the agreement expressly provides that it does not apply.
- (d) When offering employment on a fixed term basis, W.I.L.M.A. Women's Health Centre Inc shall advise the employee in writing of the temporary nature of the employment, the actual or expected duration of employment, and that employment beyond the period is not expected.
- (e) W.I.L.M.A. Women's Health Centre Inc and a fixed term employee may agree to the duration of the period of employment being extended once only and any extension must be for less than three months.
- (f) If a fixed term employee is subsequently appointed to a permanent position with W.I.L.M.A. Women's Health Centre Inc, any period of the fixed term contract completed immediately prior to the commencement of the permanent position shall be recognised as service with W.I.L.M.A. Women's Health Centre Inc for calculating leave entitlements, provided that the employee has not taken or received payment in lieu of those leave entitlements.
- (g) Term employees shall work and be paid a minimum of three continuous hours on each day they work.



9. Classifications

All employees covered by this agreement are Community Services Workers. There are eight Grades for Community Service Workers as follows:

COMMUNITY SERVICES WORKER GRADE 1

JOB RESPONSIBILITIES

- Undertake routine activities of a clerical and/or support nature.
- Undertake straightforward operation of keyboard equipment including data input and word processing at a basic level.
- Provide routine information including general reception and telephonist duties.
- Undertake routine office duties involving filing and maintenance of an existing records system.
- Apply established practices and procedures.
- Provide general stenographic duties.

JOB REQUIREMENTS

SKILLS

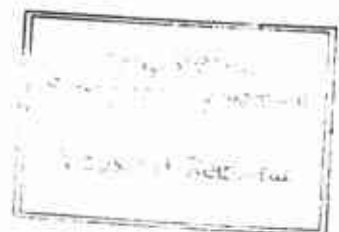
- Basic knowledge of administrative practices and procedures relevant to the work place
- Basic numeracy, written and verbal communication skills relevant to the work area.
- Developing knowledge of the workplace function and operation.
- Developing knowledge of work practices and policies of the relevant work area.

QUALIFICATIONS

No formal qualifications are required. However, it is desirable the employees at this level are studying for an appropriate certificate or undertaking either internal or external training relevant to the work area.

ORGANISATIONAL RELATIONSHIPS

- Work under direct supervision.



LEVEL OF AUTHORITY

- **Work outcomes are closely monitored**
- **Freedom to act limited by standards and procedures**
- **Solutions to problems found in established procedures and instructions with assistance readily available.**
- **Project completion according to instruction and established procedures.**



COMMUNITY SERVICES WORKER GRADE 2

JOB RESPONSIBILITIES

- Assist senior employees with special projects
- Perform elementary tasks within a community service program requiring knowledge of established work practices and procedures relevant to the work area
- Achieve outcomes which are clearly defined
- Undertake a range of activities requiring the application of established work procedures and may exercise limited initiative and/or judgement within clearly established procedures
- Operate a computer and/or programs and peripheral equipment. Initiate corrective action at an elementary level
- Operate a word processor and/or other business software and be conversant with and utilise the functions of those systems and be proficient in their use
- Operate a desk top publisher at a routine/basic level
- Provide secretarial support requiring the exercise of sound judgement, initiative, confidentiality and sensitivity in the performance of work
- Perform tasks of a sensitive nature including the provision of more than routine information
- Assist with administrative functions
- Receiving and accounting for monies and assistance to clients

JOB REQUIREMENTS

SKILLS

- Basic skills in oral and written communication with clients and other members of the public
- Capacity to develop knowledge of statutory requirements relevant to the workplace
- Understanding of basic computer concepts
- Knowledge of established work practices and procedures relevant to the workplace
- Developing knowledge of policies and regulations relating to the workplace and understanding of clear but complex rules



QUALIFICATIONS

No formal qualifications are required, however the following would be desirable:

- Appropriate certificate relevant to the work required to be performed.

- OR Will have attained through previous experience in a relevant industry, service or an equivalent level of expertise and experience to undertake the range of activities required;

- OR Qualifications accepted as both relevant and equivalent;

- OR Appropriate on-the-job training and relevant experience;

ORGANISATIONAL RELATIONSHIPS

- Work under regular supervision

- Provide guidance to a limited number of lower classified employees or volunteers

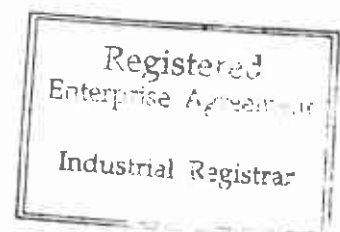
LEVEL OF AUTHORITY

- Work outcomes are closely monitored

- Freedom to act limited by standards and procedures

- Solutions to problems may required the exercise of limited judgement, with guidance to be found in procedures, precedents, guidelines. Assistance will be available when problems occur

- Graduates receive instructions.



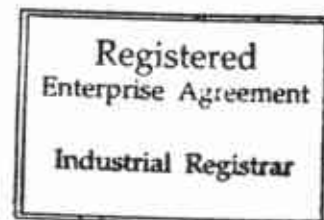
COMMUNITY SERVICES WORKER GRADE 3

JOB REQUIREMENTS

- Undertake responsibility for various activities in a specialised area.
- Exercise responsibility for a function within the organisation.
- Allow the scope for exercising initiative in the application of established work procedures
- Assist in a range of functions and/or contribute to interpretation of matters for which there are no clearly established practices and procedures, although such activity would not be the sole responsibility of such an employee within the workplace
- Receive, allocate and prepare for processing accounts and invoices approved for payment
- Provide secretarial and/or administrative support requiring a high degree of judgement, initiative, confidentiality and sensitivity in the performance of work
- Assist with or provide a range of records management services, however, the responsibility for the records management service would not rest with the employee
- Coordinate elementary service programmes.
- Provide a service utilising the full functions of a desk top publisher.
- Supervise a limited number of lower classified employees or volunteers
- Allow the scope for exercising initiative in the application of established work procedures
- Deliver single stream training programmes
- Provide assistance to senior employees

Where prime responsibility lies in a specialised field, employees at this level would undertake at least some of the following:

- Undertake some minor phase of a broad or more complex assignment
- Perform duties of a specialised nature
- Provide a range of information services
- Plan and coordinate elementary community-based projects or programmes
- Perform moderately complex functions including social planning, demographic analysis, survey design and analysis.



3. JOB REQUIREMENTS

SKILLS

- Thorough knowledge of work activities performed within the organisation.
- Sound knowledge of procedural methods of the organisation.
- Working knowledge of guidelines or statutory requirements relevant to the organisation.
- Ability to apply computing concepts.
- May utilise professional or specialised knowledge

QUALIFICATIONS

Entry level for Community Services Worker Grade 3 would be as follows:

Entry level three year Degree; the entry level for holders of a relevant three year Degree shall be the first incremental level.

Entry level four year degree; the entry level for holders of a relevant four year degree shall be the second incremental level;

OR Associate Diploma with experience;

OR Advanced Certificate in Community Services with experience or its equivalent;

OR attained through previous appointments, service and/or study an equivalent level of expertise and experience to undertake the range of activities required.

ORGANISATIONAL RELATIONSHIPS

- Graduates work under direct supervision
- Works under general supervision
- Operate as a member of a team
- Supervision of other employees



LEVEL OF AUTHORITY

- Receive instructions on the broader aspects of the work.
- Freedom to act within defined established practices - that is, freedom to arrange work in a manner employees feels most comfortable with provided there is no change to defined established work practices.
- May set outcomes or objectives for specific projects.
- Problems can usually be solved by reference to procedures, documented methods and instructions.
- Assistance is available when problems occur.



COMMUNITY SERVICES WORKER GRADE 4

JOB RESPONSIBILITIES

- Undertake activities which may require the employee to exercise judgement and/or contribute critical knowledge and skills where procedures are not clearly defined.
- Perform duties of a specialised nature requiring the development of expertise over time or previous knowledge.
- Identification of specific or desired performance outcomes.
- Contribute to interpretation and administration or areas of work for which there are no clearly established procedures.
- Set outcomes and further develop work methods where general work procedures not defined and could exercise judgement and contribute critical knowledge and skills where procedures are not clearly defined.
- Provide administrative support of a complex nature to senior employees.
- Exercise responsibility for various functions within a work area.
- Provide assistance on grant applications including basic research or collection of data.
- Develop, control and administer a records management service for the receipt, custody, control, preservation and retrieval of records and related material.
- Undertake a wide range of activities associated with programme, activity of service delivery.
- Undertake computer operations requiring technical expertise and experience and may exercise initiative and judgement in the application of established procedures and practices.
- Apply computer programming knowledge and skills in systems development, maintenance and implementation.
- Provide a reference and research information service and technical service including the facility to understand and develop technologically based systems.

Where the prime responsibilities lies in a specialised field, employees at this level would undertake at least some of the following:

- Liaise with other professionals.
- Discuss techniques, procedures and/or results with clients on straightforward matters.
- Lead a team within a specialised project.
- Provide a reference, research and/or technical information service.



- Carry out a variety of activities in the organisation requiring initiative and judgement in the selection and application of established principles, techniques and methods.
- Perform a range of planning functions which may require exercising knowledge of statutory and legal requirements.
- Assist senior employees with the planning and coordination of a community programme of a complex nature.

JOB REQUIREMENTS

SKILLS REQUIRED

- Knowledge of statutory requirements relevant to work.
- Knowledge of organisation policies and activities.
- Knowledge of the role of the organisation and its services and/or functions.
- Specialists require an understanding of the underlying principles in the discipline.
- Sound discipline knowledge gained through previous experience, training or education.

QUALIFICATIONS

Relevant four year Degree with 2 years relevant experience

OR 3 year Degree with three years of relevant experience

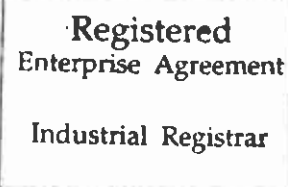
OR Associate Diploma with relevant experience

OR Lesser formal qualifications with substantial years of relevant experience

OR Attained through previous appointments, service and/or study, an equivalent level of expertise and experience to undertake a range of activities.

ORGANISATIONAL RELATIONSHIPS

- Works under general direction
- Supervises other staff and/or volunteers or works in a specialised field



LEVEL OF AUTHORITY

- Required to set outcomes within defined constraints.
- Provide specialist/technical advice.
- Freedom to act governed by clear objectives and/or budget constraints which may involve the contribution of knowledge in establishing procedures within the clear objectives and/or budget constraints where there are no defined established practices.
- Solutions to problems generally found in precedents, guidelines or instructions
- Assistance usually available.

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COMMUNITY SERVICES WORKER GRADE 5

RESPONSIBILITIES

- Responsibility for a range of functions within the organisation requiring a high level of knowledge and skills.
- Undertake responsibility for a moderately complex project, including planning, coordination, implementation and administration.
- Undertake a minor phase of a broader or more complex professional assignment.
- Assist with the preparation of or prepare organisation or programme budgets in liaison with management.
- Set priorities and monitor work flow in the areas of responsibility.
- Provide expert advice to employees classified at lower levels and/or volunteers.
- Exercise judgement and initiative where procedures are not clearly defined.
- Understanding of all areas of computer operation to enable to provision of advice and assistance when non-standard procedures/processes are required.
- Monitor and interpret legislation, regulations and other agreements relating to occupational health and safety, workers' compensation and rehabilitation.
- Undertake analysis/design for the development and maintenance of projects and/or undertake programming in specialist areas.
- Coordination of facets of publicity and promotion of programmes including media liaison, design and layout of publications/displays and editing.
- Operate a specialist employee in the relevant discipline where decisions made and taken rest with the employee with no reference to a senior employee.
- Undertake duties that require knowledge of procedures, guidelines and/or statutory requirements relevant to the organisation.
- Plan, coordinate, implement and administer the activities and policies including preparation of budget.
- Develop, plan and supervise the implementation of educational and/or developmental programmes for clients.
- Plan, coordinate and administer the operation of a multi functional service including financial management and reporting.

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Where the prime responsibility lies professional services, employees at this level would undertake at least some of the following:

- Under general direction undertake a variety of tasks of a specialised nature and/or detailed nature
- Exercise professional judgement within the prescribed areas
- Carry out planning studies, or research for particular projects including aspects of design, formulation of policy, implementation of procedures and presentation
- Provide reports on progress of programme activities including recommendations
- Exercise a high level of interpersonal skills in dealing with the public and other organisations
- Plan, develop and operate a community service organisation of a moderately complex nature

JOB REQUIREMENTS

SKILLS

- Knowledge of organisational programmes, policies and activities.
- Sound discipline knowledge gained through experience.
- Knowledge of role of the organisation, its structures and services.

QUALIFICATIONS

Relevant Degree with relevant experience

OR Associate Diploma with substantial experience

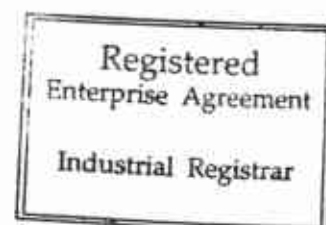
OR qualifications in more than one discipline

OR less formal qualifications with specialised skills sufficient to perform at this level

OR attained through previous appointments, service and/or study an equivalent level of experience and expertise to undertake the range of activities required.

ORGANISATIONAL RELATIONSHIPS

- Work under general direction
- Supervise other employees and/or volunteers



LEVEL OF AUTHORITY

- **Exercise a degree of autonomy**
- **Control projects and/or programmes**
- **Set outcomes for lower classified staff**
- **Establish priorities and monitor work flow in areas of responsibility**
- **Solutions to problems can generally be found in documented techniques, precedents and guidelines or instructions. Assistance is available when required.**



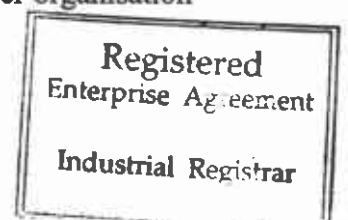
COMMUNITY SERVICES WORKER GRADE 6

JOB RESPONSIBILITIES

- Undertake significant projects and/or functions involving the use of analytical skills.
- Undertake managerial or specialised functions under a wide range of conditions to achieve results in line with organisational goals.
- Exercise managerial control, involving the planning, direction, control and evaluation of operations which include providing analysis and interpretation for either a major single or multi specialist operation.
- Provide advice on matters of complexity within the work area and/or specialised area.
- Undertake a range of duties within the work area, including develop work practices and procedures.
- Provide advice on policy matters and contribute to their development.
- Problem definition, planning and the exercise of judgement.
- Negotiate matters of significance within the organisation with other bodies and/or members of the public.
- Control and coordinate a work areas or a larger organisation within budgetary restraints.
- Exercise autonomy in establishing the operation of the work area.
- Provide a consultancy service for a range of activities and/or to a wide range of clients.

Where prime responsibility lies in a specialised field an employee at this level would undertake at least some of the following:

- Provide support to a range of activities and programs
- Control and coordinate projects
- Contribute to the development of new procedures and methodology
- Provide expert advice/assistance relevant to the work area
- Supervise/manage the operation of a discrete element which is part of a larger organisation
- Provide consultancy services for a range of activities
- Supervise on occasions other specialised staff
- Supervise/manage the operation of a discrete element which is part of a larger organisation
- Provide consultancy services for a range of activities



JOB REQUIREMENTS

SKILLS

- Comprehensive knowledge of organisation policies and procedures.
- Specialist skills and/or supervision/management abilities exercised within a multi disciplinary or major single function operation.
- Specialist knowledge gained through experience, training or education.
- Appreciation of long term goals of the organisation.
- Detailed knowledge of programme activities and work practices relevant to the work area.
- Knowledge of organisation structures and functions.
- Comprehensive knowledge of requirements relevant to the discipline.

QUALIFICATIONS REQUIRED

Post Graduate qualifications

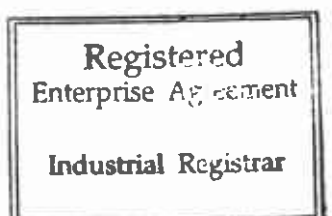
OR Degree with substantial experience

OR Associate Diploma with substantial experience

OR attained through previous appointments, service and/or study with a combination of experience, expertise and competence sufficient to perform the duties required at this level.

ORGANISATIONAL RELATIONSHIPS

- Works under limited direction from senior employees of the committee of management or Board
- Supervision of staff



LEVEL OF AUTHORITY

- Exercise a degree of autonomy
- May manage a work area or medium to large organisation or multi work site organisation
- Has significant delegated authority; selection of methods and techniques based on sound judgement.
- Manage significant projects and/or functions
- Solutions to problems can generally be found in documented techniques, precedents, or instructions
- Advice available on complex or unusual matters



COMMUNITY SERVICES WORKER GRADE 7

JOB RESPONSIBILITIES

- Undertake managerial or specialised functions under a wide range of conditions to achieve results in line with divisional/corporate goals.
- Exercise managerial control, involving the planning, direction, control and evaluation of operations which include providing analysis and interpretation for either a major single discipline or multi discipline operation.
- Develop work practices and procedures for various projects.
- Establish work area outcomes.
- Prepare budget submissions for senior officers and/or the organisation.
- Develop and implement significant operational procedures.
- Review operations to determine their effectiveness.
- Develop appropriate methodology and apply proven techniques in providing specialised services.

Where prime responsibility lies in a "Professional" field:

- Controls and coordinates projects/programs within an organisation in accordance with corporate goals.
- Provides a consultancy service to a wide range of clients.
- Functions may involve complex professional problem solving.
- Provides advice on policy method and contribute to its development.

JOB REQUIREMENTS

SKILLS

- Comprehensive knowledge of policies and procedures.
- Application of a high level of discipline knowledge.



QUALIFICATIONS

Qualifications are generally beyond those required through tertiary education alone, typically acquired through completion of higher education qualifications to degree level and extensive relevant experience.

OR lessor formal qualifications with acquisition of considerable skills and extensive relevant experience to an equivalent standard.

OR a combination of experience, expertise and competence sufficient to perform the duties required at this level.

ORGANISATIONAL RELATIONSHIPS

- Works under limited direction
- Normally supervises other employees and establish and monitor work outcomes

LEVEL OF AUTHORITY

- May manage section or organisation.
- Has significant delegated authority.
- Selection of methods and techniques based on sound judgement. (Guidance not always readily available within the organisation). Decisions and actions taken at the level may have significant effect on programme/project/work areas being managed.



COMMUNITY SERVICES WORKER GRADE 8

JOB RESPONSIBILITIES

- Undertake work of significant scope and complexity.
- Undertake duties of innovative, novel and/or critical nature with little or no professional direction.
- Undertake functions across a range of administrative, specialist or operational areas which include specific programmes or activities, management of services delivery and the provision of high level advice.
- Provide authoritative specialist advice on policy matters and contribute to the development and review of policies, both internal and external.
- Manage extensive programmes or projects in accordance with organisational goals.
- Administer complex policy and programme matters.
- May offer consultancy service.
- Evaluate and develop/revise methodology techniques with the organisation. The application of high level analytical skills in the attainment and satisfying of organisational objectives.

Where the prime responsibility is in a specialised field, employees at this level would undertake at least some of the following:

- Contribute to the development of operational policy.
- Assess and review the standards of work of other specialised personnel/external consultants.
- Initiate and formulate organisational programmes.
- Implement organisational objectives within corporate goals.
- Develop and recommend ongoing plans and programmes.

JOB REQUIREMENTS

SKILLS

- Detailed knowledge of policy, programmes, guidelines, procedures and practices of the organisation and external bodies.
- Detailed knowledge of statutory requirements.



QUALIFICATIONS

Qualifications are generally beyond those normally acquired through a degree course and experience in the field of specialised expertise

- OR Substantial post graduate experience
- OR Lesser formal qualifications and the acquisition of considerable skills and extensive and diverse experience relative to an equivalent standard.
- OR Attained through previous appointments, service and/or study with a combination of experience, expertise and competence sufficient to perform the duties of the position.



10. Rates of Pay

RATES OF PAY

Subject to Grades (1) to (8), the minimum rate of pay for employees shall be as follows:

COMMUNITY SERVICES WORKER GRADE 1

LEVEL	SALARY P.A.
1	\$22,428
2	\$22,993
3	\$23,559
4	\$24,125

COMMUNITY SERVICES WORKER GRADE 2

LEVEL	SALARY P.A.
1	\$24,690
2	\$25,256
3	\$25,821
4	\$26,387
5	\$26,952



COMMUNITY SERVICES WORKER GRADE 3

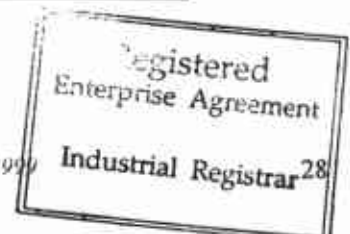
LEVEL	SALARY P.A.
1	\$26,952
2	\$28,083
3	\$29,215
4	\$30,346
5	\$31,477

COMMUNITY SERVICES WORKER GRADE 4

LEVEL	SALARY P.A.
1	\$31,477
2	\$32,528
3	\$33,739
4	\$36,001

COMMUNITY SERVICES WORKER GRADE 5

LEVEL	SALARY P.A.
1	\$37,852
2	\$40,526
3	\$41,657
4	\$43,919



COMMUNITY SERVICES WORKER GRADE 6

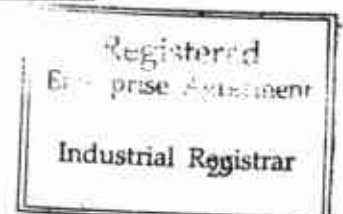
LEVEL	SALARY P.A.
1	\$43,919
2	\$45,050
3	\$47,312
4	\$48,443

COMMUNITY SERVICES WORKER GRADE 7

LEVEL	SALARY P.A.
1	\$50,706
2	\$51,837
3	\$52,968

COMMUNITY SERVICES WORKER GRADE 8

LEVEL	SALARY P.A.
1	\$54,099
2	\$55,230
3	\$57,492
4	\$58,623



11. 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*.

12. Payment of Wages

- 12.1 To ascertain the equivalent weekly rate of the annual wages such annual rates must be divided by 52.14.
- 12.2 All wages shall be paid weekly by cash, cheque or electronic funds transfer, by agreement between the majority of employees and W.I.L.M.A. Women's Health Centre Inc.
- 12.3 Wages shall be paid during working hours on a weekday being not more than five 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 hours of the close of business of the nominated pay day.
- 12.4 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.
- 12.5 W.I.L.M.A. Women's Health Centre Inc may deduct from amounts due to an employee such amounts authorised in writing by the employee and deductions of income tax required to be made to the Australian Taxation Office.
- 12.6 On pay days, W.I.L.M.A. Women's Health Centre Inc shall provide for each employee a statement in writing showing the gross 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.

13. Incremental Placement

Full time and Part time employees shall move from Level to Level within a grade after each twelve (12) months continuous service.

14. Overtime

- 14.1 Overtime means time worked with the prior authorisation of W.I.L.M.A. Women's Health Centre Inc beyond the ordinary hours of work specified in this agreement and/or outside the span of hours specified in this agreement..

- 14.2 Overtime shall be paid at the rate of time and one half for the first two hours and double time thereafter provided that all overtime worked on Saturday after 12 noon and Sunday shall be paid at double time rates.

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15. Time in Lieu

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- 15.1 By agreement between the employee and W.I.L.M.A. Women's Health Centre Inc an employee may be compensated by way of time off in lieu of payment of overtime on the following basis:
- (a) time off in lieu of overtime must be taken at overtime rates and exhausted within fifty six (56) days of its being accrued. Time off in lieu of overtime shall not accrue over a maximum of either fourteen (14) hours or two (2) days within that fifty six (56) day period;
 - (b) Time off in lieu of overtime is to be taken in consultation with W.I.L.M.A. Women's Health Centre Inc to ensure that the level of the quality of the service is maintained.
 - (c) Records of all time off in lieu of overtime owing to employees and taken by employees must be maintained by W.I.L.M.A. Women's Health Centre Inc.
- 15.2 This clause will operate in conjunction with Clause 29, Personal/Carer's Leave, of this Agreement.

16. Motor Vehicle Allowance

Where a W.I.L.M.A. Women's Health Centre Inc provided vehicle is not available and where employees are required by W.I.L.M.A. Women's Health Centre Inc to use their own motor vehicle in the course of their duty they shall be paid an amount of 49 cents per kilometre travelled during such use.

17. Hours of Work

The ordinary hours of work shall be no more than 140 hours in any four week period (exclusive of meal breaks) worked any seven hours between 6.00am and 8.00pm Monday to Friday inclusive.

18. Meal Breaks

- 18.1 A meal break of not less than thirty minutes shall be allowed each day, provided that no employee shall be required to work more than five hours continuously without a meal break, and where they do so with the authorisation of W.I.L.M.A. Women's Health Centre Inc, such time worked in excess of five hours shall be deemed as overtime.

- 18.2 A dinner break of not less than thirty minutes shall be allowed where duty extends beyond 8.00pm on any day.
- 18.3 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.
- 18.4 Where, as part of a program, an employee is required to have a meal with clients that time shall be paid.

19. Tea Breaks

A paid morning or afternoon tea break shall be allowed to employees in each working period, its timing to be subject to mutual agreement between W.I.L.M.A. Women's Health Centre Inc and employees at any particular location.

20. Call Backs

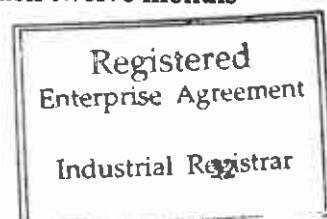
- 20.1 An employee who is recalled to work after leaving the place of employment shall be paid for a minimum of two hours work at the appropriate overtime rate even if less than 2 hours is required to perform the work.
- 20.2 Where the work takes longer than 2 hours the employee shall be paid at the appropriate overtime rate for the total time worked.

21. Public Holidays

- 21.1 Public Holidays shall be allowed to full-time employees on full pay.
- 21.2 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 duly proclaimed and observed as a public holiday within the area in which the service is situated.

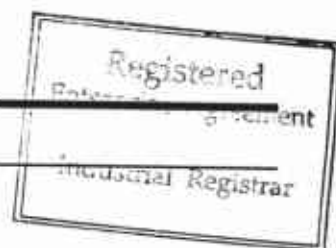
22. Annual Leave

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



- 22.2 Such annual leave shall be:
- (a) if the employee is regularly rostered for duty over seven days of the week - five weeks with pay after each twelve months of continuous service; payment shall include the relevant shift penalty rates for period of leave.
 - (b) for all other full-time and part-time employees - four weeks with pay after each twelve months of continuous service.
- 22.3 Term employees engaged for more than 12 months are entitled to annual leave in accordance with subclause 2 of this clause. Term employees engaged for less than 12 months are entitled to be paid for annual leave on a pro rata basis at the end of their term.
- 22.4 An employee may apply for ten days annual leave after six months of continuous service.
- 22.5 All other provisions of the *Annual Holidays Act 1944* shall apply.

23. Annual Leave Loading



- 23.1 In this clause the *Annual Holidays Act 1944* is referred to as "the Act".
- 23.2 Before an employee takes their annual leave they shall be paid a loading of 17½ per cent of their normal weekly pay (excluding penalty rates) for the annual leave taken.
- 23.3 The loading is payable in addition to the pay for the period of annual leave given and taken and due to the employee under the Act and this agreement.
- 23.4 No loading is payable to an employee who takes annual leave wholly or partly in advance. Where an employee continues in employment until the day when they would have entitled under the Act to annual leave then the loading calculated in accordance with subclause 23.2 becomes payable for such leave taken wholly or partly in advance.
- 23.5 Where the employment of an employee is terminated for a cause other than misconduct or the employee resigns and has annual leave owing to them they shall be paid a loading calculated in accordance with sub-clause 23.2 for such leave.
- 23.6 This clause will run in conjunction with Clause 29, Personal/Carer's Leave, of this Agreement.

24. Sick Leave

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

- 24.2 The employee needs to provide a certificate from a duly qualified health practitioner where the absence exceeds three consecutive days.
- 24.3 Each employee shall take all reasonably practicable steps to inform W.I.L.M.A. Women's Health Centre Inc of their 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 24 hours of the commencement of such absence.
- 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. There shall be no payment of portions of leave not taken on retirement or termination.
- 24.5 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 W.I.L.M.A. Women's Health Centre Inc to provide paid sick leave.
- 24.6 Where a non shift work employee's period of illness falls on a public holiday that day shall be considered a public holiday and not treated as sick leave.
- 24.7 Where an employee is sick while on annual leave, the duration of the illness will be converted to sick leave and the annual leave recredited provided a medical certificate is produced.
- 24.8 Where an employee is sick for more than 5 consecutive days while on Long Service Leave, the duration of the illness will be converted to sick leave and the Long Service Leave recredited provided a medical certificate is produced.
- 24.9 An employee may take sick leave for personal ill health. Emotional and mental ill health are legitimate reasons for sick leave.
- 24.10 An employee may take sick leave for the nursing of a sick family member or close friend for whom the worker is the primary carer, the provisions of which are set out in Clause 29, Personal/Carer's Leave of this Agreement.

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25. Bereavement Leave

- 25.1 An employee is entitled to up to one weeks paid bereavement leave on the death of a person with whom the employee is in a close relationship eg spouse or parent or child, brother, sister, grandparent, father-in-law, mother-in-law or close friend. Reasonable proof of the death will be given by the employee to W.I.L.M.A. Women's Health Centre Inc.
- 25.2 Where the death is having an ongoing severe effect on the employee, extra unpaid leave may be negotiated with W.I.L.M.A. Women's Health Centre Inc.
- 25.3 If an employee becomes eligible for bereavement leave whilst on annual leave, they can elect to convert that period of annual leave to bereavement leave and take the outstanding annual leave at a later time. When the leave is subsequently taken leave loading will not apply.

- 25.4 For the purpose of this clause the word "spouse" shall include wife or husband from whom the employee is separated and a person who lives with the employee in a defacto relationship.

26. Stress Prevention Leave

- 26.1 Employees who provide face to face counselling services as part of their employment are entitled to one weeks paid leave for every twelve months of service.
- 26.2 For the purpose of this clause stress prevention leave is available to permanent full time employees only. Eligibility for stress prevention leave is twelve months of continuous service.
- 26.3 Stress prevention leave is specifically for rest and relaxation to prevent physical or psychological ill health.
- 26.4 Stress prevention leave is taken at the discretion of the employee in consultation with W.I.L.M.A. Women's Health Centre Inc.
- 26.5 There shall be no payment of portions of stress prevention leave not taken on retirement or termination.

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27. Christmas Closure

- 27.1 The organisation shall close for two weeks at Christmas. This period will cover stipulated public holidays of Christmas Day, Boxing Day and New Years Day.
- 27.2 Term employees and permanent full time and part time employees, provided they have worked at least three months, shall receive their normal pay inclusive of public holidays (in accordance with 21.1). The leave will be in addition to annual leave entitlements as per the *Annual Holidays Act 1944*. If an employee has not worked for the full three months then they are entitled to be paid only for the statutory public holidays.
- 27.3 They can however negotiate on the following options with the Management Committee:
- (i) taking unpaid leave for the time not covered by the public holidays;
 - (ii) working during the closure with the exception of the public holidays;
 - (iii) being paid in advance for the hours without entitlement and subsequently working these additional hours when the service reopens after the closure.
- 27.4 The paid leave does not detract from other leave entitlements.
- 27.5 The date of closure will be determined each year when the year's planning is done.

28. Unpaid Leave

In the case of domestic or other pressing necessity, an employee shall be entitled to up to five days unpaid leave in each twelve months service, to be taken at mutually agreed times, provided that any such request for such leave shall not be unreasonably refused by W.I.L.M.A. Women's Health Centre Inc.

29. Personal/Carer's Leave

29.1 Use of Sick Leave

29.1.1 An employee, other than a casual employee, with responsibilities in relation to a class of person set out in 29.1.3 (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 24 of this Agreement, for the absences to provide care and support, for such persons when they are ill. Such leave may be taken for part of a single day.

29.1.2 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 had taken leave to care for the same person.

29.1.3 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.

29.1.4 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.

29.2 Unpaid Leave for Family Purposes

29.2.1 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 29.1.3 (ii) above who is ill.

29.2.2 This clause will operate in conjunction with Clause 28, Unpaid Leave, of this Agreement.

29.3 Annual Leave

29.3.1 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 time agreed by the parties.

29.3.2 Access to annual leave, as prescribed in paragraph 29.3.1 above, shall be exclusive of any shutdown period provided for elsewhere under this Agreement.

29.3.3 An employee and W.I.L.M.A. Women's Health Centre Inc. may agree to defer payment of the annual leave loading in respect of single day absences, until at least five (5) consecutive annual leave days are taken.

29.3.4 This clause will operate in conjunction with Clause 22, Annual Leave, of this Agreement.

29.4 Time Off in Lieu for Overtime

29.4.1 For the purpose only of providing care and support for a person in accordance with clause 29.1 above, and despite provisions of Clause 15 of this Agreement, the following provisions shall apply:

29.4.2 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.

29.4.3 If, having elected to take time as leave in accordance with paragraph 29.4.1, 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.

29.4.4 Where no election is made in accordance with paragraph 29.4.1, the employee shall be paid overtime rates in accordance with this Agreement.

29.5 Make-up Time

29.5.1 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 this Agreement, at the ordinary rate of pay.

30. Maternity Leave

30.1 Eligibility for maternity leave

Subject to the provisions of this clause, an employee who becomes pregnant shall, upon production to W.I.L.M.A. Women's Health Centre Inc 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 twelve month's continuous service with W.I.L.M.A. Women's Health Centre Inc immediately preceding the date upon which she proceeds upon such leave.

For the purposes of this clause;

- (i) An employee shall include part time employees – but shall not include casual employees.
- (ii) Maternity leave shall mean unpaid maternity leave.

30.2 Period of leave and commencement of leave

- (i) Subject to clauses ³⁰29.3, ³⁰29.4 and ³⁰29.5 the total period of maternity leave in respect of each pregnancy shall be up to 52 weeks consisting of one unbroken period of leave provided that:
 - (a) the total period of maternity leave shall be completed within one year from the date nominated by the employee as the commencement date; and
 - (b) the total period of maternity leave shall include six weeks' compulsory leave to be taken immediately following confinement.
- (ii) An employee shall, not less than ten weeks' notice in writing to W.I.L.M.A. Women's Health Centre Inc of the date upon which she proposes to commence maternity leave stating the period of leave to be taken.
- (iii) An employee, not less than four weeks' notice in writing to W.I.L.M.A. Women's Health Centre Inc of the date upon which she proposes to commence maternity leave stating the period of leave to be taken.
- (iv) W.I.L.M.A. Women's Health Centre Inc, by not less than fourteen 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, W.I.L.M.A. Women's Health Centre Inc may still require the employee to take maternity leave for any period prior to confinement which is not covered by the medical certificate.

- (v) 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 paragraph (iii) hereof, if such failure is occasioned by the confinement occurring earlier than the presumed date.

30.3 Transfer to a safe job

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 W.I.L.M.A. Women's Health Centre Inc 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 W.I.L.M.A. Women's Health Centre Inc 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 for the purpose of subclauses 29.7, 29.8, 29.9 and 29.10 hereof.

30.4 Variation of period of maternity leave

- (i) Where the employee gives at least fourteen days notice in writing of her intention to do so, the 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 W.I.L.M.A. Women's Health Centre Inc) and does not extend that total period beyond 52 weeks.
- (ii) When the employee applies at least four weeks in advance to do so, and obtains W.I.L.M.A. Women's Health Centre Inc's agreement obtained in accordance with Clause 29.2 she may commence a period of leave without pay on completion of her total period of maternity leave.

30.5 Cancellation of maternity leave

- (i) Maternity leave, applied for but not commenced, shall be cancelled when the pregnancy of an employee terminates other than by the birth of a living child.
- (ii) 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 W.I.L.M.A. Women's Health Centre Inc which shall not exceed four weeks from the date of notice in writing by the employee to W.I.L.M.A. Women's Health Centre Inc that she desires to resume work.

30.6 Special maternity leave and sick

- (i) 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:

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- (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.
- (ii) where an employee not then on maternity leave suffers illness related to her pregnancy, she may take such paid leave as 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.
 - (iii) for the purposes of subclauses ³⁰29.7, ³⁰29.8 and ³⁰29.9 hereof, maternity leave shall include special maternity leave.
 - (iv) 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 pursuant to subclause .3, 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.

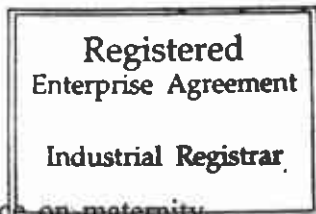
30.7 Provided the aggregate of leave including leave taken pursuant to subclauses ^{30.3} ~~2~~ and ^{30.4} 4 does not exceed 52 weeks.

30.8 Effect of maternity leave on employment

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.

30.9 Termination of employment

- (i) 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.
- (ii) W.I.L.M.A. Women's Health Centre Inc 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 W.I.L.M.A. Women's Health Centre Inc in relation to termination of employment are not hereby affected.



30.10 Return to work after maternity leave

- (i) An employee shall confirm her intention of returning to work by notice in writing to W.I.L.M.A. Women's Health Centre Inc given not less than four weeks prior to the expiration of her period of maternity leave.
- (ii) An employee, upon the expiration of the notice required by paragraph (i) hereof, 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 .3, 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.
- (iii) Where an employee applies to W.I.L.M.A. Women's Health Centre Inc at least four weeks prior to the expiration of maternity leave, and where W.I.L.M.A. Women's Health Centre Inc 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.

30.11 Replacement employees

- (i) 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.
- (ii) Before W.I.L.M.A. Women's Health Centre Inc engages a replacement employee under this subclause, W.I.L.M.A. Women's Health Centre Inc shall inform that person of the temporary nature of the employment and of the rights of the employee who is being replaced.
- (iii) Before an employee engages a person to replace an employee temporarily promoted or transferred in order to replace an employee exercising her rights under this clause, W.I.L.M.A. Women's Health Centre Inc shall inform that person of the temporary nature of the promotion or transfer and the rights of the employee who is being replaced.
- (iv) Provided that nothing in this subclause shall be construed as requiring W.I.L.M.A. Women's Health Centre Inc to engage a replacement employee.
- (v) A replacement employee shall not be entitled to any of the rights conferred by this clause where their employment continues beyond the twelve months' qualifying period.

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31. Adoption Leave

For the purpose of subclauses 31.1 to 31.10:

- (i) an employee shall include a part time employee but shall not include an employee engaged upon casual or term employee work.
- (ii) Adoption leave shall mean unpaid adoption leave
- (iii) "child" refers to a person under the age of five years who has not previously lived continuously with the employee concerned for a period of six months or who is not a child or step-child of the employee or of his/her spouse.
- (iv) "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).

31.1 Eligibility for adoption leave

- (i) An employee who adopts a child or who, having been approved for adoption by the appropriate Government authority, proposes to travel overseas for the purposes of taking custody of a child shall, subject to the provisions of paragraph (iii) hereof, be entitled to adoption leave in accordance with this clause.
- (ii) An employee who is the spouse or defacto spouse of an adopting parent shall, subject to the provisions of subclause (iii) hereof, be entitled to adoption leave in accordance with this clause.
- (iii) An employee will only be entitled to adoption leave in accordance with the clause where:
 - (a) the employee has completed at least twelve months continuous service with W.I.L.M.A. Women's Health Centre Inc immediately preceding the proposed date of commencement of such leave; and
 - (b) the employee has provided to W.I.L.M.A. Women's Health Centre Inc:
 - (c) 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
 - (d) 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
 - (e) in the case of an employee whose entitlement arises from paragraph (ii) hereof, a statutory declaration or affirmation (or where acceptable to W.I.L.M.A. Women's Health Centre Inc, a signed statement) from the employee that she/he is the spouse of defacto of the adopting parent.

31.2 Period of leave and commencement of leave

- (i) Subject to subclauses 30.3 and 30.4 hereof, 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 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.
- (ii) Upon receiving notice of approval for adoption purposes from the appropriate Government authority, the employee shall notify W.I.L.M.A. Women's Health Centre Inc of such approval, and within two months thereof further notify W.I.L.M.A. Women's Health Centre Inc 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.
- (iii) An employee who commences employment with W.I.L.M.A. Women's Health Centre Inc after the date of the employee's approval for adoption purposes shall notify W.I.L.M.A. Women's Health Centre Inc thereof upon commencing employment and of the period of adoption leave which the employee proposes to take. Provided that such employee has not less than twelve months' continuous service with W.I.L.M.A. Women's Health Centre Inc immediately preceding the date upon which the leave commences.
- (iv) An employee shall, as soon as the employee is aware of the presumed date of placement of a child for adoption purposes, but not later than fourteen days before such placement, give notice in writing to W.I.L.M.A. Women's Health Centre Inc 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.
- (v) An employee shall be entitled to commence adoption leave on the nominated date.
- (vi) 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.

31.3 Variation of period of adoption leave

- (i) 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 W.I.L.M.A. Women's Health Centre Inc) and does not extend that total period beyond 52 weeks from the commencement date of adoption leave.

31.4 Cancellation of adoption leave

- (i) Adoption leave, applied for but not commenced, shall be cancelled should the placement of the child not proceed.
- (ii) Where the adoption of a child by an employee then on adoption leave does not

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proceed or continue, the employee shall give written notification to W.I.L.M.A. Women's Health Centre Inc forthwith, and W.I.L.M.A. Women's Health Centre Inc shall nominate a time not exceeding four weeks from the receipt of notification for the employee's resumption of work.

31.5 Special leave

- (i) An employee who is seeking to adopt a child and who wishes to take unpaid leave to attend any interview, workshops, court attendance's or medical examinations as necessary or required for the purpose of adopting a child, shall give such notice as is reasonable but adequate in the circumstances to W.I.L.M.A. Women's Health Centre Inc of the employee's desire to take such special leave. W.I.L.M.A. Women's Health Centre Inc 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 W.I.L.M.A. Women's Health Centre Inc). This special leave may be taken concurrently by both prospective adoptive parents.

- (ii) In this clause "child" shall include a person under the age of sixteen years.

31.6 Adoption leave and other entitlements

Providing the aggregate of leave including adoption leave does not exceed 52 weeks:

- (i) An employee may, in lieu of or in conjunction with adoption leave, take any annual leave or long service leave or any part thereof to which the employee is entitled.

31.7 Effect of adoption leave on employment

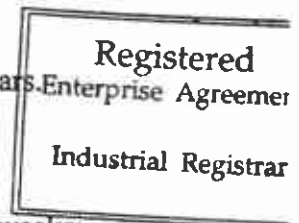
Notwithstanding any Agreement or other provision to the contrary, absence on adoption leave shall not break the continuity of service of an employee, but the period of leave shall not be taken into account in calculating the period of service for the purpose of this Agreement.

31.8 Termination of employment

- (ii) An employee on adoption leave may terminate her employment at any time during the period of leave by notice in writing given in accordance with this Agreement.
- (iii) W.I.L.M.A. Women's Health Centre Inc 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 W.I.L.M.A. Women's Health Centre Inc in relation to termination of employment are not hereby affected.

31.9 Return to work after adoption leave

- (i) 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.
- (ii) An employee, upon the expiration of the notice required by paragraph (i) hereof, 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.

31.10 Replacement employees

- (i) A "replacement employee" is an employee specifically engaged as a result of an employee proceeding on adoption leave.
- (ii) Before W.I.L.M.A. Women's Health Centre Inc engages a replacement employee under this clause, W.I.L.M.A. Women's Health Centre Inc 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.
- (iii) Before W.I.L.M.A. Women's Health Centre Inc engages a person to replace an employee temporarily promoted or transferred in order to replace an employee exercising rights under this agreement, W.I.L.M.A. Women's Health Centre Inc 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.
- (iv) Nothing in this clause shall be construed as requiring W.I.L.M.A. Women's Health Centre Inc to engage a replacement employee.
- (v) A replacement employee shall not be entitled to any of the rights conferred by this Agreement except where such employment continues beyond the twelve months' qualifying period.



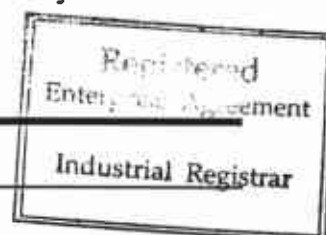
32. Jury Service

- 32.1 A full-time, part-time employee or term employee required to attend for jury service during their ordinary working hours shall be reimbursed by W.I.L.M.A. Women's Health Centre Inc an amount equal to the difference between the amount paid in respect of their attendance for such jury service and the amount of wages they would have received in respect of the ordinary time they would have worked had they not been on jury service.
- 32.2 An employee shall notify W.I.L.M.A. Women's Health Centre Inc as soon as possible of the date upon which they are required to attend for jury service. Further the employee shall give W.I.L.M.A. Women's Health Centre Inc documentary proof of their attendance, the duration of such attendance and the amount received in respect of such jury service.

33. Training Leave

- 33.1 An employee may, with the approval of W.I.L.M.A. Women's Health Centre Inc, attend training courses and seminars during normal working hours without loss of pay.
- 33.2 The costs of attending such training courses and seminars will be met by W.I.L.M.A. Women's Health Centre Inc including travelling time at ordinary rates.

- 33.3 Where an employee is approved to attend a training course that is conducted outside their normal ordinary hours they shall accrue time in lieu at normal hourly rates for all time taken in attending (excluding travelling time).
- 33.4 A full time employee shall be entitled to up to two hours per week study leave without loss of pay to attend personal studies relevant to their work subject to prior approval by W.I.L.M.A. Women's Health Centre Inc. A part time employee shall be entitled to study leave on a pro-rata basis.
- 33.5 For the purpose of attending examinations and residentials only, study leave may be accumulated from week to week and taken in a block of not more than two weeks. Such leave shall not be accumulated for a period of more than twelve months.
- 33.6 An employee shall be entitled, with prior notification of leave without loss of pay to attend examinations and residentials (including time reasonably taken to travel to and from the place where an examination is conducted) in courses of study approved by W.I.L.M.A. Women's Health Centre Inc.



34. Conferences

- 34.1 Permanent full time employees will be required to attend the Women's Health Information Resource and Crisis Centre Association (W.H.I.R.C.C.A.) Conferences which are held three times in each calendar year.
- 34.2 W.I.L.M.A. Women's Health Centre Inc will advise employees of the dates of required attendance at the Women's Health Information Resource and Crisis Centre Association (W.H.I.R.C.C.A.) Conferences one month prior to each Conference.
- 34.3 Permanent full time employees are encouraged to also attend conferences relevant to their work. Applications to attend such conferences are to be made to W.I.L.M.A. Women's Health Centre Inc at least one month prior to the date of the conference for approval.
- 34.4 The costs of attending conferences will be met by W.I.L.M.A. Women's Health Centre Inc.

35. Trade Union Training Leave

- 35.1 Upon written application to W.I.L.M.A. Women's Health Centre Inc (such application to be made no later than one month prior to the proposed period of leave unless otherwise agreed between W.I.L.M.A. Women's Health Centre Inc and the employee), 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. The employer shall not incur 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.

- 35.2 Applications for leave to attend short courses other than those conducted by or with the support of the Trade Union Training Australia (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.
- 35.3 The granting of such leave will be subject to the employer's convenience and will not unreasonably affect the operation of the project concerned.
- 35.4 The scope, content and level of the course or seminar concerned shall be such as to contribute to a better understanding of industrial issues. Courses or seminars conducted by or with the support of TUTA shall be deemed to contribute to a better understanding of industrial relations.

36. Employers' Indemnity Against Civil Liability

W.I.L.M.A. Women's Health Centre shall be responsible in accordance with the *Employees' Liability (Indemnification of Employer) Act 1982* to indemnify employees against liability for fault (as defined by the Act) arising out of the performance of work by the employee.

37. Occupational Health & Safety

- 37.1 To ensure the health and safety of employees in accordance with the Occupational Health and Safety Act, W.I.L.M.A. Women's Health Centre Inc will provide a safe working environment.
- 37.2 Employees shall be provided with accredited training regarding the use of safety equipment and safety procedures.
- 37.3 All employees will work in a safe manner as required under the Occupational Health and Safety Act.
- 37.4 Employees are required to observe all safety procedures.

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38. Protective Clothing & Safety Equipment

- 38.1 Where W.I.L.M.A. Women's Health Centre Inc 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 W.I.L.M.A. Women's Health Centre Inc, provided that any issue of protective clothing or uniforms shall remain the property of W.I.L.M.A. Women's Health Centre Inc.
- 38.2 Where W.I.L.M.A. Women's Health Centre Inc provides safety equipment it shall be used by the employees.

38.3 Where W.I.L.M.A. Women's Health Centre Inc provides safety equipment W.I.L.M.A. Women's Health Centre Inc shall maintain such equipment to the required standard and where necessary replace such equipment.

39. Grievance and Disputes Settling Procedure

- 39.1 In the event of a dispute arising out of disciplinary action or from any claim for any other reason, the following procedure will apply:
- (a) Where a member or members has a grievance with another member or members of the Association that member will attempt to settle the grievance by approaching the member(s) directly;
 - (b) In the event of failure to resolve the dispute the matter will be referred to the first contact person of the Grievance Sub Committee of W.I.L.M.A. Women's Health Centre Inc;
 - (c) In the event of failure to resolve the dispute the matter shall then be referred to a full Grievance Sub Committee meeting of W.I.L.M.A. Women's Health Centre Inc.
 - (d) In the event of failure to resolve the dispute the matter shall then be referred to a full Management Collective meeting of W.I.L.M.A. Women's Health Centre Inc.
 - (e) In the event of failure to resolve the dispute by means of amicable agreement between the parties, such parties to the Agreement may notify the matter to the Industrial Registrar of New South Wales, pursuant to section ~~25A~~^{25B} of the *Industrial Relations Act 1996*. The parties will then attempt to reach a settlement at the conciliation stage of the compulsory conference so called.
 - (f) Should a settlement not be reached by conciliation, the dispute shall proceed to arbitration in the normal manner and both parties agree to accept the decision of the relative industrial tribunal, subject to each party's rights under the Act.
- 39.2 It is the purpose of this procedure that normal work continue while the above is being followed. No party shall be prejudiced as to final settlement by the continuance of work in accordance with the disputes procedure. Provided that nothing in this subclause shall be taken to limit the employer's rights to summarily dismiss any employee for misconduct which justifies instant dismissal.

40. Termination of Employment

- 40.1 Termination shall not be harsh, unjust or unreasonable.
- 40.2 Nothing in this clause shall prevent the summary dismissal of an employee for misconduct. For the purpose of subclause 40.2, 'misconduct' will include any gross violation of W.I.L.M.A. Women's Health Centre Inc's Code of Conduct policy.

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- 40.3 (a) Except for misconduct, justifying summary dismissal, the services of an employee shall be terminated by W.I.L.M.A. Women's Health Centre Inc only by notice as prescribed by the following:

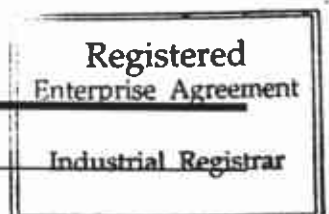
<u>Years of Continuous Service</u>	<u>Notice Required</u>
Not more than 1	at least two weeks
More than 1 but not more than 3	at least two weeks
More than 3 but not more than 5	at least three weeks
More than 5	at least four weeks

- (a) Where an employee is over 45 years of age they shall receive in addition to the above table, one week's extra notice, provided the employee has had two years service.

- 40.3 An employee may terminate their service by giving W.I.L.M.A. Women's Health Centre Inc two weeks notice.

41. Time Records

- 41.1 In accordance with the provisions of s 129 of the *Industrial Relations Act 1996*, W.I.L.M.A. Women's Health Centre Inc in the industry in respect of which this agreement is in force shall keep, or cause to be kept, at the place where the business is carried on, in the manner and to the effect prescribed, time-sheets, pay-sheets and other records relating to employees.
- 41.2 Such daily records shall be preserved in good order and condition and kept available for inspection for a period of at least 6 years.
- 41.3 In accordance with the provisions of s 123 of the *Industrial Relations Act 1996* W.I.L.M.A. Women's Health Centre Inc must provide an employee with written particulars regarding their pay.



42. Amenities

- 42.1 W.I.L.M.A. Women's Health Centre Inc shall provide safe and reasonable toilet and washing facilities for the use of employees in each office or place of business.
- 42.2 W.I.L.M.A. Women's Health Centre Inc shall supply and maintain safe and reasonable heating and cooling appliances for the safe and healthy functioning of the work site.
- 42.3 W.I.L.M.A. Women's Health Centre Inc shall provide safe and reasonable facilities for the taking of meals, including a table and chairs, boiling water, refrigerated water, a

refrigerator, a suitable cupboard for the storing of utensils and supplies and a sink and running water for the purpose of washing up utensils (separate to any toilet and washing facilities).

- 42.4 W.I.L.M.A. Women's Health Centre Inc shall provide for employees a rest area well furnished.
- 42.5 W.I.L.M.A. Women's Health Centre Inc shall maintain all amenities in a safe and hygienic manner and to a reasonable standard.

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43. Union Notice Board

An accessible space for Union notices shall be provided by W.I.L.M.A. Women's Health Centre Inc.

44. Discrimination on Account of Industrial Action

- 44.1 W.I.L.M.A. Women's Health Centre Inc shall not dismiss or threaten to dismiss an employee or injure or threaten to injure them in their employment or alter their position or threaten to alter their position to their prejudice, by reason of the circumstances that the employee:
- (i) is or has been or proposes or has at any time proposed to become an officer, delegate or member of the ASU; or
 - (ii) is entitled to the benefit of an industrial agreement or an award; or,
 - (iii) appeared or proposed to appear as a witness or has given or proposes to give evidence in a proceeding under the *Industrial Relations Act 1996*; ,
 - (iv) being a member of the ASU which is seeking better industrial conditions, is dissatisfied with their conditions; or,
 - (v) has absented themselves from work if:
 - (a) the absence was for the purpose of carrying out authorised duties as an officer or delegate of the ASU; or,
 - (b) the officer or delegate applied for such absence before they absented themselves and leave was unreasonably refused or withheld; or,
 - (vi) being an officer, delegate or member of the ASU, has done or proposes to do an act or thing which is lawful for the purpose of furthering the industrial interests of the ASU or its members being an act or thing done within the limits of authority expressly conferred on the employee by the ASU in accordance with the rules of the ASU.

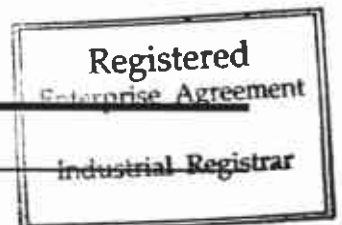
- 44.2 W.I.L.M.A. Women's Health Centre Inc shall not dismiss or threaten to dismiss an employee or injure or threaten to injure the employee in their employment or alter their position to their prejudice with the intent to dissuade or prevent the employee from becoming such officer, delegate or member or from so appearing, giving evidence or being an officer, delegate or member of the ASU from doing an act or thing of the kind in relation to which paragraph (iv) of subclause 44.1 applies.

45. Long Service Leave

All employees shall be entitled to be paid long service leave in accordance with the *Long Service Leave Act 1955*.

46. Posting of Agreement

A copy of this Agreement together, with any variations made from time to time, will be kept at the workplace readily accessible to all employees covered by this Agreement.



47. Expenses

- 47.1 An employee required to stay away from home overnight shall be reimbursed the cost of preapproved board, lodging and meals. Reasonable proof of costs so incurred is to be provided by the employee to W.I.L.M.A. Women's Health Centre Inc.
- 47.2 W.I.L.M.A. Women's Health Centre Inc shall reimburse the employee for the cost of telephone calls necessarily incurred as a result of their employment.
- 47.3 W.I.L.M.A. Women's Health Centre Inc shall reimburse all expenses necessarily incurred by W.I.L.M.A. Women's Health Centre Inc in carrying out their duties subject to reasonable proof of the expenses being incurred being supplied to W.I.L.M.A. Women's Health Centre Inc.

48. Special Leave – Indigenous Custom & Traditional Law Leave, Religious and Cultural Leave.

- 48.1 An employee who is legitimately required by the employee's Aboriginal or Torres Strait Islander tradition to be absent from work for ceremonial purposes shall be entitled to up to five (5) working days unpaid leave in any one year.

- 48.2 An employee who is legitimately required by their religious and/or cultural beliefs and convictions to be absent from work for observance of special religious and/or cultural ceremonies shall be entitled to up to five (5) working days unpaid leave in any one year.
- 48.3 Approval of such leave will be subject to W.I.L.M.A. Women's Health Centre Inc's convenience and will not unreasonably affect the operation of the organisation concerned but shall not be unreasonably withheld.

49. Right of Entry

- 49.1 An authorised official of the ASU may enter, during working hours, any premises where employees covered by this Agreement are engaged, for the purpose of holding discussions with the employees at the premises in any meal break or non-working time.
- 49.2 An authorised official of the ASU may enter, during working hours, any premises where employees covered by this agreement are engaged, for the purpose of investigating any suspected breach of the industrial relations legislation, or of this Agreement provided that W.I.L.M.A. Women's Health Centre Inc concerned is given the requisite notice under the *Industrial Relations Act 1996*.

50. Remuneration Packaging

- 50.1 W.I.L.M.A. Women's Health Centre Inc is recognised as a Public Benevolent Institution and as such is exempt from requirements to pay Fringe Benefits Tax on any legitimate fringe benefits provided to employees. W.I.L.M.A. Women's Health Centre Inc will use its Fringe Benefits Tax exempt status when offering remuneration packaging to employees;
- 50.2 where agreed between W.I.L.M.A. Women's Health Centre Inc and a full-time or part-time employee under this Agreement, W.I.L.M.A. Women's Health Centre Inc may introduce remuneration packaging in respect of salary;
- 50.3 the effect of the introduction of Remuneration Packaging shall be that it replaces the entitlements of an employee under the provisions of Clause 10 of this Agreement;
- 50.4 the terms and conditions of such a package shall not, when viewed objectively, be less favorable than the entitlements otherwise available under this Agreement and shall be subject to the following provisions:

Packaging Arrangements

- 50.5 W.I.L.M.A. Women's Health Centre Inc shall ensure that the structure of any package complies with taxation and other relevant laws;
- 50.6 W.I.L.M.A. Women's Health Centre Inc shall confirm in writing to employees covered by this Agreement, the classification level under Clause 9 of this Agreement, and the current salary payable to the employee under that Agreement;

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any package

- 50.7 W.I.L.M.A. Women's Health Centre Inc shall advise the employee, in writing of their right not to participate in salary packaging;
- 50.8 W.I.L.M.A. Women's Health Centre Inc shall advise all employees, in writing, that all the conditions of this Agreement, where appropriate, other than identified in this Agreement shall continue to apply;
- 50.9 the employee may package a maximum of thirty per cent (30%) of the salary to a non salary fringe benefit;
- 50.10 the remainder of the employee's salary will be paid as cash salary on a weekly basis by W.I.L.M.A. Women's Health Centre Inc;
- 50.11 W.I.L.M.A. Women's Health Centre Inc will inform the employee, in writing, of the breakdown of their remuneration packaging arrangements. For this purpose, where such details are maintained electronically, the employee shall be provided with a printout of the relevant information;
- 50.12 the employee shall advise W.I.L.M.A. Women's Health Centre Inc, in writing, that their agreed cash component is adequate for their living expenses;
- 50.13 a copy of the agreement shall be made available to the employee;
- 50.14 the configuration of the remuneration package shall remain in force for the period agreed, confidential between W.I.L.M.A. Women's Health Centre Inc and the employee;
- 50.15 in the event that W.I.L.M.A. Women's Health Centre Inc ceases to attract exemption from payment of Fringe Benefits Tax, all salary packaging arrangements shall be terminated. Notice shall be given in accordance with subclause (50.16) below. Individual employee's wages will revert to those specified in this Agreement;
- 50.16 where changes are proposed to salary packaging arrangements, or salary packaging arrangements are to be canceled, then the employer must give one month's notice;
- 50.17 the employee may elect at any time to cease salary packaging with two weeks notice;
- 50.18 in the event that the employee ceases to be employed by W.I.L.M.A. Women's Health Centre Inc this agreement will cease to apply as at the date of termination and all entitlements due on termination shall be paid at the applicable salary rates as specified in this Agreement. Any outstanding benefit still due under this Agreement upon termination shall be paid on or before the date of termination;
- 50.19 the employee's participation in Salary Packaging will be at no cost to W.I.L.M.A. Women's Health Centre Inc;
- 50.20 W.I.L.M.A. Women's Health Centre Inc is not liable for taxation or any liabilities, judgements, penalties or outcomes suffered or incurred by the employee resulting from entering into this Agreement;
- 50.21 Salary packages can only be changed at the annual review date. However, in certain circumstances involving a change in either the employee's employment conditions with

W.I.L.M.A. Women's Health Centre Inc or the employees personal circumstances, W.I.L.M.A. Women's Health Centre Inc will be prepared to renegotiate the terms of the employee's salary package agreement. In accepting W.I.L.M.A. Women's Health Centre Inc's offer of salary packaging the employee understands that changes in their salary packaging agreement can only occur in the circumstances and on the basis described above.

- 50.22 The calculation of the entitlements concerning occupational superannuation and annual leave loading will be based on the value of the employee's total wage as outlined in Clause 10 of this agreement.
- 50.23 The calculation of the entitlements concerning in service paid leave, including annual, sick and long service leave will be based upon the value of the employee's total wage as outlined in Clause 10 of this agreement.
- 50.24 Any wage increases which are granted to employees under this agreement shall also apply to employees subject to remuneration packaging arrangements within this clause.
- 50.25 Where an employee is in receipt of payments in regard to a compensable injury under the relevant Worker's Compensation legislation then the employee shall receive payment calculated on the value of the employee's total wage as outlined in Clause 10 of this agreement.

51. Termination, Change & Redundancy

This clause shall apply in respect of full time and part time persons employed under this Agreement.

INTRODUCTION OF CHANGE

- 51.1 (a) where W.I.L.M.A. Women's Health Centre Inc had made a definite decision to introduce changes in production, program, organisation, structure or technology that are likely to have significant effects on employees, W.I.L.M.A. Women's Health Centre Inc shall notify the employees who may be affected by the proposed changes and the union;
- (b) 'significant effects' include termination of employment, major changes in the composition, operation or size of W.I.L.M.A. Women's Health Centre Inc's workforce or in the skills required, the elimination or diminution of job opportunities, promotion opportunities or job tenure, the alteration of hours of work, the need for retraining or transfer of employees to other work or locations and the restructuring of jobs;

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

51.2 W.I.L.M.A. Women's Health Centre Inc's duty to discuss change

- (a) W.I.L.M.A. Women's Health Centre Inc shall discuss with the employees affected and the union, inter alia, the introduction of the changes referred to in subclause 51.1
- (b) above, the effects the changes are likely to have on employees and measures to avert or mitigate the adverse effects of such changes on employees, and shall give prompt consideration to matters raised by the employees and/or the union in relation to the changes;
- (c) the discussion shall commence as early as practicable after a definite decision has been made by W.I.L.M.A. Women's Health Centre Inc to make the changes referred to in subclause 51.2 of this clause;
- (d) for the purpose of such discussion, W.I.L.M.A. Women's Health Centre Inc shall provide to the employees concerned and the union all relevant information about the changes including the nature of the changes proposed, the expected effects of the
- (e) changes on employees and any other matters likely to affect employees provided that W.I.L.M.A. Women's Health Centre Inc shall not be required to disclose confidential information the disclosure of which would adversely affect W.I.L.M.A. Women's Health Centre Inc.

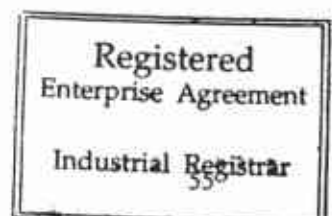
51.3 Notice for changes in production, program, organisation or structure

This subclause sets out the provisions to be applied to terminations by W.I.L.M.A. Women's Health Centre Inc for reasons arising from "production", "program", "organisation" or "structure" in accordance with subclause 51.2 of this agreement.

- (a) in order to terminate the employment of an employee W.I.L.M.A. Women's Health Centre Inc shall give to the employee the following notice:

<u>Period of Continuous Service</u>	<u>Period of Notice</u>
Less than 1 year	2 weeks
1 year and less than 3 years	2 weeks
3 years and less than 5 years	3 weeks
5 years and over	4 weeks

- (b) In addition to the notice above, employees over 45 years of age at the time of the giving of the notice with not less than two years continuous service, shall be entitled to an additional week's notice;
- (c) payment in lieu of the notice above shall be made if the appropriate notice of period is not given. Provided that employment may be terminated by part of the period of notice specified and part payment in lieu thereof.



51.4 Notice for technological change

This subclause sets out the notice provisions to be applied to terminations by W.I.L.M.A. Women's Health Centre Inc for reasons arising from "technology" in accordance with subclause 51.2 of this agreement;

- (a) in order to terminate the employment of an employee W.I.L.M.A. Women's Health Centre Inc shall give to the employee three (3) months notice of termination;
- (b) payment in lieu of the notice above shall be made if the appropriate notice period is not given;
- (c) the period of notice required by this subclause to be given shall be deemed to be service with W.I.L.M.A. Women's Health Centre Inc for the purposes of the *Long Service Leave Act 1955*, the *Annual Holidays Act 1994*, or any Act amending or replacing either of these Acts.

51.5 Time off during the notice period

- (a) during the period of notice of termination given by W.I.L.M.A. Women's Health Centre Inc, an employee shall be allowed up to one day's time off without loss of pay during each week of notice, to a maximum of five (5) weeks, for the purposes of seeking other employment;
- (b) if the employee has been allowed paid leave for more than one day during the notice period for the purpose of seeking other employment, the employee shall, at the request of W.I.L.M.A. Women's Health Centre Inc, be required to produce proof of attendance at an interview or the employee shall not receive payment for the time absent.

51.6 Employee leaving during the notice period

If the employment of an employee is terminated (other than for misconduct) before the notice period expires, the employee shall be entitled to the same benefits and payments under this clause had the employee remained with W.I.L.M.A. Women's Health Centre Inc until the expiry of such notice. Provided that in such circumstances the employee shall not be entitled to payment in lieu of notice.

51.7 Statement of employment

W.I.L.M.A. Women's Health Centre Inc shall, upon receipt of a request from an employee whose employment has been terminated, provided to the employee a written statement specifying the period of the employee's employment and the classification of or the type of work performed by the employee.

51.8 Notice to Centrelink

Where a decision has been made to terminate employees, W.I.L.M.A. Women's Health Centre Inc shall notify Centrelink thereof as soon as possible giving relevant information including the number and categories of the employees likely to be affected and the period over which the terminations are intended to be carried out.

51.9 Centrelink Employment Separation Certificate

W.I.L.M.A. Women's Health Centre Inc shall, upon receipt of a request from an employee whose employment has been terminated, provide to the employee an "Employment Separation Certificate" in the form required by Centrelink.

51.10 Transfer to lower paid duties

Where an employee is transferred to lower paid duties for reasons set out in subclause 51.2 of this Agreement, the employee shall be entitled to the same period of notice of transfer as the employee would have been entitled to if the employee's employment had been terminated, and W.I.L.M.A. Women's Health Centre Inc may at W.I.L.M.A. Women's Health Centre Inc's option make payment in lieu thereof an amount equal to the difference between the former ordinary time rate of pay and the new ordinary time rates for the number of weeks of notice still owing.

51.11 SEVERANCE PAY

Where an employee is to be terminated pursuant to this clause subject to further order of the Industrial Relations Commission, W.I.L.M.A. Women's Health Centre Inc shall pay the following severance pay in respect of a continuous period of service:

- (a) where an employee is under 45 years of age, W.I.L.M.A. Women's Health Centre Inc shall pay in accordance with the following scale:

<u>Years of Service</u>	<u>Under 45 Years of Age Entitlement</u>
Less than 1 year	nil
1 year and less than 2 years	4 weeks
2 years and less than 3 years	7 weeks
3 years and less than 4 years	10 weeks
4 years and less than 5 years	12 weeks
5 years and less than 6 years	14 weeks
6 years and over	16 weeks

- (b) where an employee is 45 years old or over, the entitlement shall be in accordance with the following scale:

<u>Years of Service</u>	<u>45 Years of Age & Over Entitlement</u>
Less than 1 year	nil
1 year and less than 2 years	5 weeks
2 years and less than 3 years	8.75 weeks
3 years and less than 4 years	12.5 weeks
4 years and less than 5 years	15 weeks
5 years and less than 6 years	17.5 weeks
6 years and over	20 weeks

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- (c) 'Weeks Pay' means the all purpose rate of pay for the employee concerned at the date of termination, and shall include, in addition to the ordinary rate of pay, shift penalties and allowance, paid in accordance with this agreement.

51.12 Alternative Employment

Subject to an application by W.I.L.M.A. Women's Health Centre Inc and further order of the Industrial Relations Commission, W.I.L.M.A. Women's Health Centre Inc may pay a lesser amount (or not amount) of severance pay than that contained in subclause 13 above if W.I.L.M.A. Women's Health Centre Inc obtains acceptable alternative employment for an employee.

- 51.13 Nothing in this Agreement shall be construed so as to require the reduction or alteration of more advantageous benefits or conditions which an employee may be entitled to under any existing redundancy arrangement, taken as a whole, between the union and W.I.L.M.A. Women's Health Centre Inc bound by this Agreement.

52. Savings

- 52.1 This savings provision shall apply to full time and part time employees who were employed W.I.L.M.A. Women's Health Centre Inc at the commencement of this Agreement. This savings provision shall also apply to any casual employee of W.I.L.M.A. Women's Health Centre Inc who worked a minimum of one start per week over the thirteen week period prior to the registration of this agreement or part thereof for casual employees appointed during this period:
- (a) no employee (as defined above) will move to a lower hourly rate of pay as a result of the introduction of this Agreement. This provision applies to ordinary time earnings and regular overtime rates of pay. Where an employee is entitled to a benefit under this clause, the saved rate of pay shall be maintained until the Agreement rate equals the saved rate;
 - (b) employees working hours that attract a saved hourly rate will not have their roster altered for the purpose of avoiding the benefit of the saved time;
 - (c) existing casual, part time or full time employees will not be replaced by new employees earning lower rates under the Agreement. However, where a casual employee elects to work as a part time employee, they will be subject to the rates and conditions contained in this Agreement;
 - (d) where an existing part time employee is entitled to a minimum weekly engagement exceeding nine hours under any applicable award or enterprise agreement, the existing minimum weekly engagement provisions shall be protected and may only be varied by mutual agreement.

