

**REGISTER OF
ENTERPRISE AGREEMENTS**

ENTERPRISE AGREEMENT NO: EA03/117

TITLE: Relationships Australia (NSW) Enterprise Agreement 2002

I.R.C. NO: IRC03/1747

DATE APPROVED/COMMENCEMENT: 16 April 2002/ 1 April 2002

TERM: 1 April 2004

**NEW AGREEMENT OR
VARIATION:** Replaces EA98/102

GAZETTAL REFERENCE: 13 June 2003

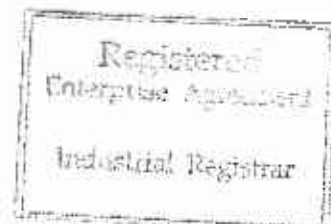
DATE TERMINATED:

NUMBER OF PAGES: 49

COVERAGE/DESCRIPTION OF

EMPLOYEES: Applies to employees of Relationships (NSW) who fall within the coverage of the Social and Community Services Employees (State) Award and the Clerical and Administrative Employees (State) Award

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



**RELATIONSHIPS AUSTRALIA (NSW)
ENTERPRISE AGREEMENT 2002**

1 - TITLE

This Agreement shall be known as the Relationships Australia (NSW) Enterprise Agreement 2002.

1A - INDEX

PART 1 - OPERATION OF THE AGREEMENT

Clause	Subject	Page No
1	Title	1
1A	Index	1
2	Parties Bound	3
3	Date Of Operation and Parent Award	3
4	Terms And Conditions	3
5	Posting Of Agreements And Union Notices	4

PART II - ENGAGEMENT OF EMPLOYEES, HOURS ETC

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

PART III - WAGES, OVERTIME AND SUPERANNUATION

12	Salaries	10
13	Overtime	11
14	Payment Of Wages	13
15	Superannuation	14
16	Accident Pay And Make Up Of Pay	14
17	Record Keeping	15

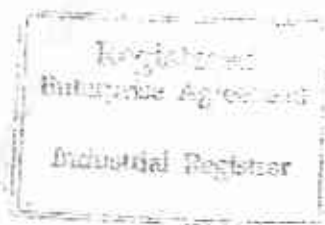


PART IV - ALLOWANCES AND AMENITIES

18	Motor Vehicle Usage and Allowance	15
19	Amenities	16
20	Counselling and Stress Prevention	16
21	Travelling Expenses	16
22	First Aid	17
23	Telephone Allowance	17

PART V - LEAVE

24	Sick Leave	18
25	Annual Leave	19
26	Additional Annual Leave During Christmas Period	20
27	Public Holidays	20
28	Leave Without Pay	21
29	Long Service Leave	22
30	Parental Leave	22
31	Maternity Leave	22
32	Paternity Leave	26
33	Adoption Leave	27
34	Combined Parenting Leave	31
35	Personal Carers Leave	32
36	Bereavement Leave	34
37	Conference, Training And Study Leave	34
38	Trade Union Training Leave	35
39	Special Leave: Indigenous Or Other Background	35
40	Jury Service	36
41	Blood Donors	36



PART VI - GRIEVANCE AND DISPUTES SETTLING, TERMINATION, INTRODUCTION OF CHANGE AND REDUNDANCY

42	Grievance and Dispute Settling Procedure	37
43	Performance Management and Disciplinary Procedure	37
44	Termination Of Employment	38
45	Introduction Of Change	40
46	Redundancy	41

PART VII - MISCELLANEOUS PROVISIONS

47	Injuring An Employee On Account Of Industrial Action	43
48	Union Right Of Entry	44
49	Union Delegates	45

50	Anti-Discrimination	45
51	Joint Consultative Committee	46
52	Calculation Of Continuous Service	48
53	Occupational Health and Safety	48

PART 2 – MONETARY RATES

Table 1 – Monetary Rates

49

2 - PARTIES BOUND

2.1 This Agreement shall apply to:

- (a) the Australian Services Union of NSW (referred to as the "Australian Services Union" or "the Union"); and
- (b) Relationships Australia (NSW); and
- (c) employees of Relationships Australia (NSW).



3 - DATE OF OPERATION AND PARENT AWARD

3.1 This Agreement shall operate on and from the first pay period on or after 1 April 2002 (subject to approval by the Commission) and shall continue in force for a period of two years.

3.2 The parent award for the purpose of this Agreement is the Social and Community Services Employees (State) Award. For the purpose of motor vehicles allowance only, the applicable rate is from the Clerical and Administrative Employees (State) Award.

4 - TERMS AND CONDITIONS

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

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

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

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

5 - POSTING OF AGREEMENTS AND UNION NOTICES

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

PART II - ENGAGEMENT OF EMPLOYEES, HOURS ETC

6 - CONTRACT OF EMPLOYMENT

- 6.1 Upon engagement the employer shall provide each new employee with a written statement which will specify:
 - (a) an outline of the duties of the position;
 - (b) the employee's regular hours of work; and
 - (c) the employee's classification;
 - (d) the employee's work base location.
- 6.2 The first three months of employment shall be on a probationary basis.
- 6.3 **Full-time employees**
 - 6.3.1 An employee not specifically engaged on a part-time, casual or fixed term basis shall be a full-time employee.
 - 6.3.2 Full-time employees shall be paid a minimum of three hours on each day they work.
- 6.4 **Part-time Employees**
 - 6.4.1 A part-time employee shall mean a person who works a specified number of regular days and/or minimum number of hours being less than those worked by a full-time employee in a four week period.
 - 6.4.2 Part-time employees shall be paid a minimum of two hours on each day they work.
 - 6.4.3 Part-time employees shall be paid an hourly rate calculated on the basis of one-thirty

seven and one-half of the appropriate weekly rate.

6.4.4 Part-time employees shall be entitled to all benefits under this Agreement on a pro-rata basis.

6.5 Fixed Term Employee

6.5.1 A fixed term employee may be engaged to work on either a full-time or part-time basis.

- (a) for the completion of a specifically funded task(s) or project – not subject to recurrent funding; or
- (b) to relieve an employee who is undertaking a specifically funded task(s) or project for a defined period; or
- (c) to relieve in a vacant position arising from an employee taking leave in accordance with this Agreement; or
- (d) for the temporary provision of specialist skills that are not available within the organisation for a specified period of time; or
- (e) to fill short term vacancies during the recruitment and selection process resulting from the cessation of employment of a permanent employee;

provided that the term shall not exceed 12 months in the case of paragraphs (c), (d) and (e) of this subclause.

6.5.2 A fixed term employee shall not be employed to fill a position previously held by a permanent employee except under circumstances specified in subclause 6.5.1 of this clause.

6.5.3 This Agreement shall apply to a fixed term employee except to the extent that the Agreement expressly provides that it does not apply.

6.5.4 When offering employment on a fixed term basis, the employer 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.

6.5.5 The employer and a fixed term employee may agree to the duration of the period of employment being extended once only, provided that any extension will not exceed six months.

6.5.6 If a fixed term employee is subsequently appointed to a full-time or part-time position with the employer, any period of the fixed term contract completed immediately prior to the commencement of the full-time or part-time position shall be recognised as service with the employer for calculating leave entitlements, provided that the employee has not taken or received payment in lieu of those leave entitlements.



6.5.7 Fixed term employees shall be paid a minimum of three hours on each day they work.

6.6 Casual Employees

6.6.1 A casual employee shall mean an employee employed to perform work of a short-term and/or irregular nature.

6.6.2 A casual employee shall be paid an hourly rate equal to one-thirty seven and one-half of the appropriate weekly rate, plus an additional loading of 20%.

6.6.3 Pursuant to the *Annual Holiday 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, that is, an amount equal to one-twelfth (8.33%) of the employee's ordinary pay for such period of engagement.

6.6.4 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 subclauses 6.6.2 and 6.6.3 of this clause.

6.6.5 A casual employee shall be paid a minimum of three hours at the appropriate rate for each engagement, except for mediators who shall be paid for two.

6.6.6 Note: to calculate the appropriate rate of pay for a casual employee the formula is:
appropriate hourly rate + 20% = subtotal (1) [+ shift penalty if appropriate = subtotal (2)] + 8.33% = total.

7 - HOURS OF WORK

7.1 Full time hours of work for all employees will be 37.5 per week.

7.2 This Agreement provides flexibility of working hours to Relationships Australia (NSW) and its employees.

7.3 Core working hours

For the purpose of this Agreement, core working hours refers to the former traditional business hours of 9.00 a.m. to 5.00 p.m. Monday to Friday.

7.4 Spread of Ordinary Hours

"Ordinary hours" are those hours of work which are paid at single time rates. It might be noted that "ordinary hours" differ for the various classifications of employees and are defined accordingly below.

7.4.1 Administration employees - Spread of ordinary hours

Monday to Friday 8.00 a.m. to 8.00 p.m.

7.4.2 Administration employees employed prior to 1 September 2002

This applies only to Administration employees employed prior to 1 September 2002:

Monday to Friday - any seven and a half consecutive hours worked between 8.00 a.m. to 6.00 p.m., in accordance with the employee's working hours arrangements at the time of the making of this Agreement.

7.4.3 Flexibilities - Admin

Administration employees not covered by 7.4.2 will not be required to work outside core working hours on more than two occasions in any week. This may be increased by mutual agreement, and any such time work shall be paid at single rates.

7.5 Clinical employees

7.5.1 Monday to Friday 8.00 a.m. to 8.00 p.m.; and

7.5.2 Saturday 9.00 a.m. to 4.00 p.m., except that for Australian Institute for Relationship Studies and Relationship Education courses only, hours on Saturday shall be 9.00 a.m. to 5.00 p.m.

7.6 Flexibilities - Clinical Employees

7.6.1 Full-time counselling employees will conduct four interviews per week outside the core working hours defined in 7.3 above or on Saturday between 9.00 a.m. to 4.00 p.m.

7.6.2 For part-time counsellors this requirement will be on a pro-rata direct service hours basis.

7.6.3 For employees in other programmes, the outside core-hours requirement will be four hours. For part-time employees, this shall be on a pro-rata basis.

7.6.4 No employee will be required to work outside core working hours on more than two occasions in any week. This may be increased by mutual agreement, and any such time worked shall be paid at single time.

7.7 By agreement of the parties individual employees may choose to increase their flexibility by working more of their hours than is required by this Agreement outside the core working hours. Hours performed under this clause shall be at single time rates.

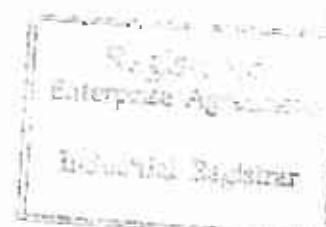
7.8 Employees required by management to work in excess of the requirements outside the

spread of hours will be paid at appropriate overtime rates.

- 7.9 Wherever possible, employees may choose when to complete their outside core hours requirement. However, this must be in line with arrangements in place at each work location to provide safe working practices.
- 7.10 Full-time counselling employees other than RAPS/ARC/TouchStone in the Family and Child Counselling Programme are required to complete 19 completed interviews per week, based upon a 50 minute hour for second and subsequent individual counselling interviews (except when circumstances dictate that a longer interview is necessary).
- 7.11 Targets for all staff will be calculated in accordance with current practice. Any changes to the figures in 7.10 will be achieved through a consultative process with staff, having regard to the obligations of Relationships Australia (NSW) under funding arrangements.
- 7.12 Staff may elect to increase their flexibility by working more of their hours outside these hours at single time rates. This will be by mutual agreement only, and there will be no expectation for staff employed prior to the commencement of this Agreement to do so. If any staff member is required by their manager to work outside the spread of hours, or in excess of the required after-hours commitment, appropriate overtime rates will apply.
- 7.13 Long distance travel may be included as part of the after hours worked outside core hours. Prior managerial approval will be required.
- 7.14 **Travel After Hours**
- 7.14 Where an employee is required to work at times and/or in places where the use of public transport could be deemed to place the employee in a position of personal risk, taxi fares will be reimbursed with prior managerial approval.

Meal Breaks

- 7.15 An employee shall not be required to work more than five hours without a break for a meal.
- 7.16 Staff shall take a minimum of 30 minutes for lunch breaks.
- 7.17 Where an employee is required to work during a meal break and continuously thereafter, the employee shall be paid at the rate of time and a half in addition to any penalty rate applying for the time worked, until released from duty for a meal break.
- 7.18 Where an employee is required by the employer to have a meal with a client or clients as part of the normal work routine or client program, the employee shall be paid for the duration of the meal period at the ordinary rate of pay.



- 7.19 An employee may elect to take an unpaid meal break after the meal period. In such a case, all ordinary hours after the meal period shall be paid at the ordinary rate of pay.

8 - FLEXITIME

Flexitime is a voluntary system which is accumulated at single time rates because it provides flexibility as to when hours are worked, and does not change the number of hours per month.

Eligibility

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

Provision

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

9 - HIGHER DUTIES ALLOWANCE

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

10 - PROMOTION

- 10.1 Where an employee is promoted from their existing classification to a higher classification, that employee shall be paid, upon commencement in the higher position, at the appropriate rate prescribed by Table 1, Monetary Rates of this Agreement.
- 10.2 In cases where the minimum rate of the higher classification is the same as the promoted employee's current salary, the promoted employee shall be paid at the first salary level above the employee's current salary.

11 - UNION MEMBERSHIP AND FEES

An employer shall, upon appointment of a new employee, advise the employee of the Agreement and give the employee the address of the Branch office of the Union.

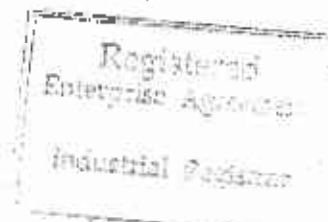
PART III - WAGES, OVERTIME AND SUPERANNUATION

12 - SALARIES

- 12.1 Effective from the first full pay period to commence on or after 1 April 2002, wages will be increased by 4.5%.
- 12.2 Effective from the first full pay period to commence on or after 1 April 2003, wages will be increased by 3.5%.

Salary Bands

- 12.3 The parties are to determine new salary bandings and salary level descriptions. This task will be conducted by the Joint Consultative Committee.
- 12.4 There will be no salary increase as a result of this process during the term of this Agreement.
- 12.5 **Salary Packaging**
- 12.5.1 Where agreed between the employer and a full-time or part-time employee, an employer may offer salary packaging in respect of salary. Neither the employer or employee may be compelled to enter into a salary packaging agreement.
- 12.5.2 Salary packaging shall mean that an employee will have part of their salary packaged into a fringe benefit which does not constitute a direct payment to the employee but is payable to a bona fide third party.
- 12.5.3 The terms and conditions of such a package shall not, when viewed objectively, be



less favourable than the entitlements otherwise available under the Agreement and shall be subject to the following provisions:

- (a) the employer shall ensure that the structure of any agreed remuneration package complies with taxation and other relevant legislation;
- (b) where there is an agreement to salary package, the agreement shall be in writing and made available to the employee;
- (c) the employee shall have access to details of the payments and transactions made on their behalf. Where such details are maintained electronically, the employee shall be provided with a printout of the relevant information;
- (d) the employer has the right to vary or withdraw from a salary packaging agreement and/or withdraw from offering salary packaging in the event of amendments to legislation that are detrimental to, or increase the costs of, salary packaging arrangements;
- (e) in the event that the employer withdraws from a salary packaging agreement, the individual employee's salary will revert to that specified in Table 1 – Monetary Rates;
- (f) notwithstanding any of the above arrangements, the employer or employee may cancel any salary packaging agreements by the giving of one month's notice of cancellation to the other party.
- (g) the calculation of entitlements concerning occupational superannuation and annual leave loading on annual leave pursuant to subclause 25.2 of clause 25, Annual Leave, will be based on the value of the employee's total salary as outlined in Table 1 – Monetary Rates;
- (h) unless there is agreement between the employer and the employee to the contrary, all salary packaging arrangements shall cease during any period of leave without pay, including periods of unpaid sick leave.

13 - OVERTIME

- 13.1 In consultation with the employees the employer shall establish a procedure for approval of overtime.
- 13.2 "Overtime" means time worked with the prior authorisation of the employer beyond the ordinary hours of work specified in this Agreement and/or outside the span of hours specified in this Agreement.
- 13.3 Employees may work overtime without specific prior approval in emergency

situations.

- 13.4 An employee required to work overtime, other than in the case of emergency, shall be given reasonable notice of the requirement to work overtime.

Rates

- 13.5 Overtime is time worked in excess of 37.5 hours per week OR when work is performed on any one day outside the hours of 8.00 am – 8.00 pm Monday to Friday, and 9.00 am to 4.00 p.m. or with the exception of AIRS/RE which is after 5.00 p.m. on Saturday, in accordance with Clause 7, Hours of Work.
- 13.6 Work performed before 8.00 am or after 8.00 pm Monday to Friday will be paid at the rate of time and a half.
- 13.7 Overtime worked after 4.00 pm or 5.00 pm in accordance with Clause 7, Hours of Work, Saturday or all day Sunday shall be paid at the rate of double time.

Time Off In Lieu Of Overtime

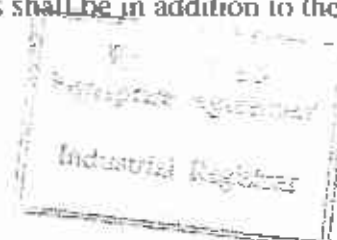
- 13.8 Subject to other provisions of this Agreement, by mutual agreement, time off may be granted in lieu of payment.
- 13.9 Time off in lieu of payment shall accrue at the rates set out in the appropriate overtime clauses.
- 13.10 Time off in lieu accrued shall be taken as soon as practicable after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

Minimum Payment

- 13.14 An employee who works overtime hours on a Saturday, Sunday or Public Holiday shall be paid for a minimum of three hours.

Calculation Of Payment

- 13.15 In the case of casual employees, overtime payments shall be in addition to the 20%



casual loading.

13.16 In computing overtime payments, each day's work shall stand alone.

Recall To Work

13.17 An employee who is recalled to work overtime after leaving the place of employment, shall be paid for a minimum of three hours work at the appropriate rate for such time recalled.

13.18 An employee recalled shall not be required to work the full three hours if the work to be performed is completed in a shorter period.

13.19 Where an employee is recalled for duty on the employee's flexiday the employee shall be paid in accordance with this clause and shall be entitled to substitute another day for the programmed day.

13.20 Where a full time employee has been given prior notice that the employee will be required to work on the employee's programmed day off due to an emergency, the employee shall be paid at ordinary time for that day and a substitute day off shall be granted.

Transport

13.21 When an employee is required to work overtime and finishes work at a time when normal means of transport are not available, the employer shall provide the employee with the cost of a taxi and the time of travel shall be paid as time worked. If the employee uses the employee's own vehicle, the employee shall be paid the appropriate kilometre allowance.

Meal Break And Allowance

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

14 - PAYMENT OF WAGES

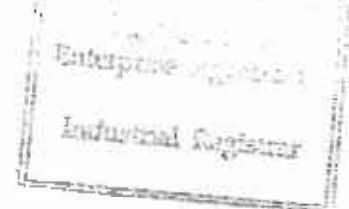
14.1 All wages shall be paid at least fortnightly by the method determined by agreement between the employer and employee.

14.2 Where wages are paid by way of electronic funds transfer, the employer shall bear the

costs of bank charges for the transfer debited to the employee's bank account.

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

15 - SUPERANNUATION



- 15.1 The employer shall make superannuation contributions as required to comply with the *Superannuation Guarantee (Administration) Act 1992* as amended from time to time.
- 15.2 Employees may elect to have superannuation contributions paid into a fund of their own choice.

16 - ACCIDENT PAY AND MAKE-UP OF PAY

- 16.1 This clause shall apply to all employees covered by this Agreement and it shall apply only in respect of incapacity which results from an injury received on or after 1st October 1997.
- 16.2 "Accident make-up payment" means a weekly payment of an amount being the difference between the weekly amount of compensation paid to the employee pursuant to the appropriate Workers' Compensation Act and the Enterprise Agreement or, where the incapacity is for a lesser period than one week, the difference between the amount of compensation and the Agreement rate for that period.
- 16.3 The employer shall pay an employee accident make-up payment where the employee

receives an injury for which weekly payment of compensation is payable by or on behalf of the employer pursuant to the provisions of the appropriate Workers' Compensation Act as amended from time to time.

- 16.4 The employer shall pay, or cause to be paid, accident make-up payment during the incapacity of the employee within the meaning of the appropriate Act until such incapacity ceases or until the expiration of a period of 26 weeks from the date of injury.
- 16.5 Payment prescribed shall apply only in respect of an incapacity which results from an injury which is current during the first pay period commencing on or after 1 October 1997 which occurs subsequent to that period.
- 16.6 The liability of the employer to pay make-up payment in accordance with this clause shall arise as at the date of the injury or accident in respect of which compensation is payable under the appropriate Act. The termination of the employee's employment for any reason during the period of any incapacity shall in no way affect the liability of the employer to pay accident make-up payment as provided in this clause.
- 16.7 In the event that the employee receives a lump sum in redemption of weekly payments under the appropriate Act, the liability of the employer to pay accident make-up payment as provided shall cease from the date of such redemption.

17 - RECORD KEEPING

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

PART IV - ALLOWANCES AND AMENITIES

18 - MOTOR VEHICLE USAGE AND ALLOWANCE

- 18.1 Should an employee be required by the employer to use the employee's own vehicle for work purposes, the employee is to receive a vehicle allowance of fifty-three (53) cents per kilometre.
- 18.2 Where an employee uses a motor vehicle under subclause 18.1 and, by reason of that use, the employee is required, under the law in force in the State in which the motor vehicle is registered, to pay a fee for the registration of the motor vehicle that exceeds the fee that would otherwise have been required to pay under that law for the registration of the motor vehicle, the employee is entitled to be paid, by way of

reimbursement, an amount equal to the amount of the excess.

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

19 - AMENITIES

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

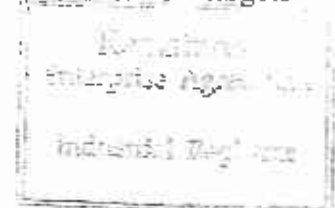
20 - COUNSELLING AND STRESS PREVENTION

Counselling Program

- 20.1 Under the R.A.(NSW) Employee Assistance Program (EAP), up to six counselling sessions in any one year up to a total value of \$450.00 will be available to all staff (on a pro-rata basis for all staff other than full-time.)
- 20.2 In addition to the EAP, other stress prevention strategies will be discussed by either the Joint Consultative Committee (JCC) or the Occupational Health and Safety Committee during the life of this Agreement.
- 20.3 Unpaid stress prevention leave will be part of the strategy to be developed. Management approval will be required before an employee can take unpaid stress prevention leave.
- 20.4 The issue of stress prevention leave is included in the Agreement to acknowledge the stressful nature of the work. Setting of interview targets will take into account possible sick leave and stress leave, however, as per current practice when a staff member has an unanticipated amount of sick leave, a staff member's interview targets will take into account any unanticipated amount of stress leave.

21 - TRAVELLING EXPENSES

- 21.1 An employee required to stay away from home overnight shall be reimbursed the cost



of reasonable meals, transport and accommodation. Reasonable proof of costs so incurred is to be provided by the employee to the employer.

- 21.2 Each employee will have a work base. When work is commenced at a location different from their main base employees will be reimbursed any increase in daily travel expenses incurred as a result. eg mileage, public, transport, taxis.
- 21.3 An employee required to travel in connection with the employee's work shall be reimbursed all reasonable travelling expenses so incurred with reasonable proof of such expenses to be provided by the employee to the employer.
- 21.4 Where an employee is called on duty at other than the employee's normal hours, or on any non-working day the employee shall be reimbursed the fares, or if using the employee's own vehicle to travel between the employee's home and place of work, receive a travelling allowance, as set out in subclause 18.1.
- 21.5 Managerial approval must be given to use taxis except where safety is involved.
- 21.6 Where an employee is required to work at times and/or in places where the use of public transport could reasonably be deemed to place the employee in a position of possible personal risk, the employer shall provide suitable transport or shall authorise the employee to use the employee's own vehicle. This subclause shall include, where applicable, the employee's travelling between the employee's home and place of work.

22 - FIRST AID

- 22.1 An employee who holds a current first aid certificate issued by the St. John Ambulance Association or Australian Red Cross Society or equivalent qualification and who is required by the employer to perform first-aid duties shall be paid an allowance of \$7.72 per week.
- 22.2 Where practicable, or required by law, the employer shall ensure that at least one employee in each workplace shall have a current first aid certificate.
- 22.3 A first aid kit, as required by the law of the State, shall be provided and maintained at each workplace by the employer.

23 - TELEPHONE ALLOWANCE

- 23.1 Employees who are required by the employer to make telephone calls incurring a cost to them, shall be reimbursed for the cost of such calls. An accurate record must be

produced when claim is made.

- 23.2 An employee directed by the employer to install a telephone at their home shall be reimbursed 50% of the cost of installation at the commencement of employment and the remaining 50% after twelve months of service.
- 23.3 An employee required to have a telephone at the employee's home for business purposes shall be reimbursed 100% of the rental costs until the employer advises the employee in writing that the employee is no longer required to use the telephone for business purposes.

PART V - LEAVE

24 - SICK LEAVE

- 24.1 In the event of an employee becoming sick and unfit for duty, and certified as such by a duly qualified medical practitioner, the employee shall be entitled to sick leave on full pay for ten days per year and such leave shall be available from the beginning of each year of service.
- 24.2 Not more than 2 days in any one period of sick leave may be taken without the production of a medical certificate. This applies equally to periods of unpaid sick leave.
- 24.3 An employee must take all reasonable steps to provide the employer with the earliest possible notice of the employee's absence from work.
- 24.4 If the full period of sick leave as described above is not taken in any year, such portion as is not taken shall be cumulative for up to ten years. There shall be no payment of portions of leave not taken, on retirement or termination.

Part Day Absences

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

Sickness On Flexi-Day

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

25 - ANNUAL LEAVE

- 25.1 An employee, other than a casual, shall be entitled to four weeks (twenty days) annual leave on pay after 12 months continuous service.
- 25.2 Any employee, other than a casual, who has completed at least one month's continuous service may, on written application to the employer, be granted annual leave on a pro-rata basis prior to the completion of any period of twelve months service. Where such pro-rata annual leave is granted by the employer:
- (a) the employee shall be entitled to payment of annual leave loading in accordance with subclause 25.8; and
 - (b) the period of pro-rata annual leave shall be deducted from the annual leave otherwise payable at the end of that period of twelve months' service.
- 25.3 Approval of any application for pro-rata annual leave in accordance with subclause 25.2 shall be subject to the employer's convenience and will not unreasonably affect the operation of the service concerned but shall not be unreasonably withheld.
- 25.4 The annual leave prescribed in subclauses 25.1, 25.2 and 25.3 shall be exclusive of any of the holidays prescribed in clause 27, Public Holidays, and if any of these holidays fall within an employee's period of annual leave and is observed on a day which, in the case of that employee, would have been an ordinary working day, there shall be added to the period of annual leave time equivalent to the ordinary time which the employee would have worked if such day had not been a holiday.
- 25.5 The annual leave provided for in this clause shall be allowed and shall be taken and payment shall not be made or accepted in lieu of annual leave.
- 25.6 Annual leave shall be given at a time determined by mutual agreement between the employer and the employee.
- 25.7 Should an employee not complete any period of twelve months' service the employee shall, on the termination of employment, provided that the employee has been employed continuously for one month or more, be entitled to pay in lieu of annual leave on a pro-rata basis for each completed month of service.
- 25.8 An employee shall receive a loading of 17 1/2 per cent of annual leave pay.
- 25.9 Where an employee falls sick or suffers an injury while on annual leave and provides to the employer a medical certificate to show that the employee is or was



incapacitated to the extent that the employee would be unfit to perform the employee's normal duties, the employee shall be granted, at a time convenient to the employer, additional leave equivalent to the period of incapacity falling within the said period of annual leave provided that the period of incapacity is of at least five working days' duration. Subject to sick leave credits, the period of certified incapacity shall be paid for and debited as sick leave.

26 - ADDITIONAL ANNUAL LEAVE DURING CHRISTMAS PERIOD

- 26.1 Employees will be granted three days additional annual leave, bringing the annual leave entitlement to twenty-three (23) days per annum.
- 26.2 Staff will not be replaced during these additional days.
- 26.3 Staff are required to take these additional three days' leave between the Christmas and New Year period. In the event that an employee is required to work during this time, the three days shall be taken at some other time.
- 26.4 The RA "Picnic Day" shall preferably be taken adjacent to this additional Christmas leave (Christmas Eve or at the end of the three days leave however if this is not possible it shall be taken one week either side of Christmas).
- 26.5 The additional three days leave per annum will not attract annual leave loading.

27 - PUBLIC HOLIDAYS

- 27.1 Employees shall be entitled, without loss of pay, to public holidays listed in this clause.
- 27.2 Public holidays applicable to employees under this Agreement are as follows:

New Year's Day

Australia Day

Good Friday

Easter Saturday

Easter Monday

Anzac Day

Queen's Birthday

Eight Hours Day or Labour Day

Christmas Day

Boxing Day

One additional day to be taken during the Christmas/New Year holiday period. This day is referred to as "RA Picnic Day".

- 27.3 Where an additional public holiday is proclaimed or gazetted, then such day shall be deemed to be a holiday.
- 27.4 (a) Where Christmas Day falls on a Saturday or on Sunday, the following Monday and Tuesday shall be observed as Christmas Day and Boxing Day respectively; and
- (b) Where New Year's Day falls on a Saturday or on a Sunday, the following Monday shall be observed as New Year's Day; and the said Saturday and/or Sunday shall be deemed not to be holidays.
- 27.5 By agreement between an employer and the employees, another day may be substituted for any public holiday prescribed by this Agreement.
- 27.6 All indigenous Australian employees shall be entitled to NAIDOC Day as an unpaid holiday.
- 27.7 Employees of other cultural/religious backgrounds shall be entitled to one day per year as an unpaid holiday to celebrate a day of cultural significance to them.

28 - LEAVE WITHOUT PAY

On application by an employee, the employer may, at its discretion, grant to the employee leave without pay for any purpose. This means that there is not an automatic right to an employee being granted leave without pay.

29 - LONG SERVICE LEAVE

- 29.1 All employees shall be entitled to paid long service leave in accordance with the NSW Long Service Leave Act.
- 29.2 Employees who were employed before April 1995 will have their then existing individual entitlements to long service entitlements preserved.

30 - PARENTAL LEAVE

- 30.1 For the purpose of this clause:

Parental leave includes maternity, paternity and adoption leave.

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

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

- 30.2 (a) Paid parental leave for primary carers - where an employee is eligible for unpaid parental leave in accordance with this Agreement, such employees shall also be entitled to four weeks paid parental leave if they are the primary carer. The operative date for such paid leave is 1 April 2002 and is only applicable to employees who have become parents on or after 1 April 2002.
- (b) If both parents work at Relationships Australia, paid parental leave will only be paid once per birth or adoption.
- (c) For combined parenting leave, please refer to sub-clause 2 of Clause 34, Combined Parenting Leave.

31 - MATERNITY LEAVE

Eligibility For Maternity Leave

- 31.1 Subject to the provisions of this clause, an employee who becomes pregnant shall, upon production to her employer of a certificate from a duly qualified medical practitioner stating the presumed date of her confinement, be entitled to maternity

leave, provided that she has had not less than 12 months' continuous service with that employer immediately preceding the date upon which she proceeds upon such leave.

Period Of Leave And Commencement Of Leave

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

Transfer To A Safe Job

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

If the transfer to a safe job is not practicable, the employee may, or the employer may require the employee to take leave for such period as is certified necessary by a duly

qualified medical practitioner. Such leave shall be treated as maternity leave.

Variation Of Period Of Maternity Leave

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

Cancellation Of Maternity Leave

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

Special Maternity Leave And Sick Leave

- 31.14 Where the pregnancy of an employee not then on maternity leave terminates after 28 weeks other than by the birth of a living child then:
- (a) she shall be entitled to such period of unpaid leave (to be known as special maternity leave) as a duly qualified medical practitioner certifies as necessary before her return to work; or
 - (b) for illness other than the normal consequences of confinement she shall be entitled, either in lieu of or in addition to special maternity leave, to such paid sick leave as to which she is then entitled and which a duly qualified medical practitioner certifies as necessary before her return to work.
- 31.15 Where an employee not then on maternity leave suffers an illness related to her pregnancy, she may take such paid sick leave to which she is then entitled and such further unpaid leave (to be known as special maternity leave) as a duly qualified medical practitioner certifies as necessary before her return to work, provided that the aggregate of paid sick leave, special maternity leave and maternity leave shall not exceed 52 weeks.
- 31.16 An employee returning to work after the completion of a period of leave taken

Industrial Registrar

pursuant to this subclause shall be entitled to the position which she held immediately before proceeding on such leave or in the case of an employee who was transferred to a safe job to the position she held immediately before such transfer. Where such position no longer exists but there are other positions available, for which the employee is qualified and the duties of which she is capable of performing, she shall be entitled to a position as nearly comparable in status and salary or wage to that of her former position.

Maternity Leave And Other Leave Entitlements

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

Effect On Maternity Leave On Employment

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

Termination Of Employment

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

Return To Work After Maternity Leave

- 31.22 An employee shall confirm her intention of returning to her work by notice in writing to her employer given not less than four weeks prior to the expiration of her period of maternity leave.
- 31.23 An employee, upon the expiration of the notice required by subclause 31.22, shall be entitled to the position which she held immediately before proceeding on maternity leave, or in the case of an employee who was transferred to a safe job pursuant to subclause 31.9, to the position which she held immediately before such transfer. Where such a position no longer exists but there are other positions available for

which the employee is qualified and the duties of which she is capable of performing, she shall be entitled to a position as nearly comparable in status and salary to that of her former position.

- 31.24 Where an employee applies to the employer at least four weeks prior to commencement of maternity leave, and where the employer agrees, an employee may return to work on the basis of shorter weekly working hours than those which she worked immediately prior to commencement of maternity leave.

Replacement Employees

- 31.25 A replacement employee is an employee specifically engaged as such and as a result of an employee proceeding on maternity leave, provided, however, that a replacement employee does not have to fill the job vacated by the employee proceeding on maternity leave.
- 31.26 Before an employer engages a replacement employee under this clause, the employer shall inform that person of the temporary nature of the employment and of the rights of the employee who is being replaced.
- 31.27 Before an employer engages a person to replace an employee temporarily promoted or transferred in order to replace an employee exercising her rights under this clause, the employer shall inform that person of the temporary nature of the promotion or transfer.
- 31.28 Nothing in this clause shall be construed as requiring an employer to engage a replacement employee.
- 31.29 A replacement employee shall not be entitled to any of the rights conferred by this clause where the employment continues beyond the twelve months qualifying period.

32 - PATERNITY LEAVE

- 32.1 An employee who is:
- (a) the father of a newly-born child; or
 - (b) the spouse or defacto spouse of the mother of a newly-born child;
- shall be entitled to paternity leave under the same conditions as those which apply to maternity leave for an employee who is the mother of a newly-born child, subject to the provisions of this clause.
- 32.2 An employee who wishes to apply for paternity leave shall, not less than ten weeks prior to the presumed date of birth of the child, give notice in writing to his employer stating the presumed date of birth and shall provide to the employer:



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

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

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

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

- (a) the periods of compulsory leave specified in subclauses 31.2 to 31.8 inclusive;
- (b) subclause 31.9;
- (c) subclauses 31.12 and 31.13;
- (d) subclauses 31.14 to 31.16 inclusive.

33 - ADOPTION LEAVE

33.1 For the purpose of this Clause:

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

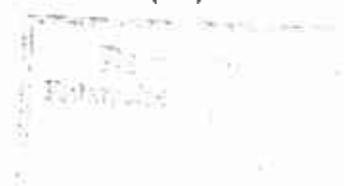
Adoption leave shall mean unpaid adoption leave.

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

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

Eligibility For Adoption Leave

33.2 An employee who adopts a child or who, having been approved for adoption by the appropriate government authority, proposes to travel overseas for the purpose of



taking custody of a child shall, subject to the provisions of subclause 32.4, be entitled to adoption leave in accordance with this clause.

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

Period Of Leave And Commencement Of Leave

- 33.5 The total period of adoption leave in respect of each adopted child shall be up to 52 weeks, consisting of one or two unbroken periods (or more periods by agreement with the employer) of from 6 to 52 weeks each; between the commencement date nominated by the employee and the date that the child attains the age of five years, or two years after the commencement date, whichever is earlier.
- 33.6 Upon receiving notice of approval for adoption purposes from the appropriate government authority, the employee shall notify the employer of such approval, and within two months further notify the employer of the period of adoption leave the employee proposes to take. In the case of relative adoption, the employee shall notify as aforesaid within seven days of deciding to take a child into custody pending an application for an adoption order.
- 33.7 An employee who commences employment with an employer after the date of the employee's approval for adoption purposes shall notify the employer upon commencing employment and of the period of adoption leave which the employee proposes to take.
- 33.8 Provided that such employee shall not be entitled to adoption leave unless the



employee has not less than twelve months' continuous service with the employer immediately preceding the date upon which the leave commences.

- 33.9 An employee shall, as soon as the employee is aware of the presumed date of placement of a child for adoption purposes, but not later than fourteen days before such placement, give notice in writing to the employer of such date, and of the date upon which the employee intends to commence adoption leave and confirm the period of adoption leave to be taken.
- 33.10 An employee shall be entitled to commence adoption leave on the nominated date.
- 33.11 An employee shall not be in breach of this clause, either as a consequence of failure to give the stipulated period of notice or if the employee changes the date upon which the employee intends to commence adoption leave as provided in paragraph (iv), where the child becomes available for placement upon a date earlier than the presumed date of placement.
- 33.12 Where the employee gives at least fourteen days notice in writing of their intention to do so, any period of adoption leave may be shortened or lengthened; provided this is done once only within the total period of adoption leave (except by the agreement with the employer) and does not extend that total period beyond 52 weeks or beyond two years from the commencement date of adoption leave.
- 33.13 When the employee applies at least four weeks in advance to do so and obtains the employer's agreement in accordance with clause: the employee may commence a period of leave without pay on completion of the total period of adoption leave.

Cancellation Of Adoption Leave

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

Special Leave

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

special leave may be taken concurrently by both prospective adoptive parents.

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

Adoption Leave And Other Entitlements

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

Effect Of Adoption Leave On Employment

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

Return To Work After Adoption Leave

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



were worked immediately prior to commencement of adoption leave.

Replacement Employees

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

34 - COMBINED PARENTING LEAVE

- 34.1 Where two employees of the same employer are each eligible for maternity, paternity or adoption leave in respect of the same child, then notwithstanding clauses 31, Maternity Leave, clause 32, Paternity Leave and clause 33, Adoption Leave, the following shall apply.
- 34.2 The two employees shall be entitled to a total of 78 weeks only of maternity, paternity or adoption leave between them in respect of that child. In this situation, only one amount of paid primary carers leave applies.
- 34.3 The two employees shall be entitled to take leave concurrently (ie., at the same time) for a maximum period of 26 weeks only in respect of that child, as defined in clause 30, Parental Leave.
- 34.4 Where such employees apply at least four weeks in advance to do so and obtain the employers agreement in accordance with clause 28, Leave Without Pay, of this Agreement, they may commence a period of leave without pay on completion of their period or periods of parenting leave referred to in this subclause.

35 – PERSONAL CARERS LEAVE

Use Of Sick Leave

- 35.1 An employee with responsibilities in relation to either members of their immediate family or members of their household who need their care and support shall be entitled to use, in accordance with this clause, any sick leave entitlement for absences to provide care and support for such person when they are ill. Such leave may be taken for part of a single day.
- 35.2 The employee shall, if required, establish either by production of a medical certificate or statutory declaration, the illness of the person concerned.
- 35.3 The entitlement to use sick leave in accordance with this clause is subject to:
- (i) the employee being responsible for the care or support of the person concerned; and
 - (ii) the person concerned being either a member of the employee's immediate family or member of the employee's household or spouse or partner or
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
a same sex partner who lives with the employee as the de facto partner of that employee on a bona fide domestic basis; or
a relative of the employee who is a member of the same household, where for the purposes of this paragraph:
"relative" means a person related by blood, marriage or affinity;
"affinity" means a relationship that one spouse because of marriage has to blood relatives of the other; and
"household" means a family group living in the same domestic dwelling;
or
a member of the employee's immediate family (including but not limited to parents, children, brothers, sisters) who is not a member of the employee's household, but for whom the employee has responsibility for care and support.
- 35.4 The 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 their



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 the absence.

Unpaid Leave For Family Purposes

- 35.5 An employee may elect, with the consent of the employer, to take unpaid leave for the purpose of providing care to a person as defined in sub-clause 35.3 above.

Annual Leave

- 35.6 Notwithstanding the provision of this clause, an employee may elect, with the consent of the employer, to take annual leave in single day periods or part thereof not exceeding five days in any calendar year at a time or times agreed between them.
- 35.7 Access to annual leave as prescribed in paragraph 35.6 above, shall be exclusive of any shutdown period provided for elsewhere under this Agreement.
- 35.8 An employee and employer may agree to defer payment of the annual leave loading in respect of single day absences until at least five consecutive days are taken.

Time Off In Lieu Of Payment For Overtime

- 35.9 For the purpose only of family leave and despite the provisions of clause 13, Overtime, the following provisions shall apply.
- 35.10 An employee may elect, with the consent of the employer, to take time off in lieu of payment for overtime at a time or times agreed with the employer.
- 35.11 Overtime taken as time off during ordinary time hours shall be taken at the ordinary time rate, that is an hour for each hour worked.
- 35.12 An employer shall, if requested by an employee, provide payment, at the rate provided for the payment of overtime in the award, for any overtime worked under subclause 35.9 where such time has not been taken within four weeks of accrual. Notwithstanding anything contained elsewhere in this subclause, on notice from the employer, an employee must elect within six months of accrual, whether to take overtime worked under subclause 35.9 above as an overtime payment or as time off work at the ordinary time rate of pay.

Make-Up Time

- 35.13 An employee may elect, with the consent of their 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.

36 - BEREAVEMENT LEAVE

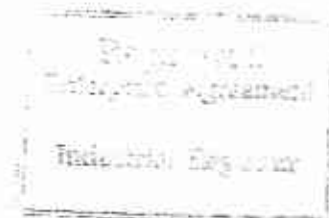
- 36.1 An employee shall, on the death of a person with whom the employee is in a bona fide relationship as defined in clause 35, Personal Carers Leave, be entitled on notice to three days paid and two days unpaid bereavement leave.
- 36.2 Bereavement leave shall be without deduction of pay for a period not exceeding the number of hours worked by the employee in three ordinary days work.
- 36.3 Reasonable proof of the death shall be furnished by the employee to the employer.
- 36.4 This clause shall have no operation while the period of entitlement to leave under it coincides with any other period of entitlement to leave.
- 36.5 Employees who are indigenous Australians or from other cultural backgrounds shall be entitled to extended unpaid bereavement leave in accordance with the requirements of their culture and community.

37 - CONFERENCE, TRAINING AND STUDY LEAVE

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

Staff Development

- 37.4 When staff participate in Relationships Australia (NSW) courses, fees will be charged on cost recovery (ie. non-profit) basis. An acceptable, consistent and transparent process of setting cost recovery will be developed.
- 37.5 All core training will be provided by Relationships Australia (NSW) in accordance with policy.



- 37.6 The staff development budget will be maintained at current level or improved.
- 37.7 Management development training will be provided in accordance with the management development program and be funded adequately.

38 - TRADE UNION TRAINING LEAVE

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

39 - SPECIAL LEAVE: INDIGENOUS OR OTHER BACKGROUND

- 39.1 Leave under this clause shall be unpaid and shall apply equally to employees from any indigenous or other cultural background.
- 39.2 An employee who is able to establish to the employer that the employee has an obligation under indigenous custom and/or traditional law of their culture to participate in ceremonial activities, shall be granted special leave for the period.
- 39.3 An employee shall be on special leave in accordance with this clause where the employee can establish that although the employee is not entitled to leave in accordance with clause 28, Leave Without Pay, the employee has an obligation in ceremonial activities.
- 39.4 An employee who is entitled to leave in accordance with clause 28, Leave Without

Pay, and has fully utilised such leave, shall be on special leave in accordance with this clause where the employee can establish to the employer that the employee is under an obligation to participate in ceremonial activities.

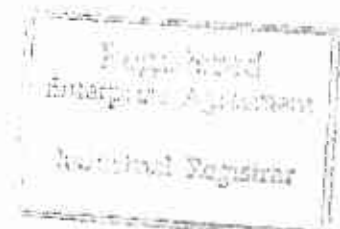
- 39.5 For the purpose of this clause, an employee shall be on special leave for the period that the employee can establish to the employer that it is necessary to fulfil the employee's obligation.

40 - JURY SERVICE

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

41 - BLOOD DONORS

- 41.1 An employee who is absent during ordinary working hours for the purpose of donating blood shall not suffer any deduction of pay, for the period involved on each occasion and subject to a maximum of four separate absences for the purpose of donating blood each calendar year.
- 41.2 Such employee shall arrange as far as practical for the absence to be as close as possible to the beginning or the ending of the employee's ordinary working hours.
- 41.3 The employee shall notify the employer as soon as possible of the time and date upon which the employee is requesting to be absent for the purpose of donating blood.
- 41.4 Reasonable proof of attendance of the employee at the recognised place for the purpose of donating blood and the duration of such attendance, shall be furnished by the employee to the employer.
- 41.5 The provisions in this clause do not apply to casual employees.



PART VI – GRIEVANCE AND DISPUTES SETTling, TERMINATION, INTRODUCTION OF CHANGE AND REDUNDANCY

42 - GRIEVANCE AND DISPUTE SETTling PROCEDURE

Any dispute or grievance arising in the workplace other than a dispute or grievance arising directly from an employer's concern about an employee's work performance or conduct shall be dealt with in the following manner:

- 42.1 In the first instance, the employee shall attempt to resolve the grievance with their immediate supervisor or employer.
- 42.2 In the event of failure to resolve the grievance or where a direct discussion between the employee and their immediate supervisor would be inappropriate, the employee may notify an accredited representative of the union or other representative of their choice who shall confer with the appropriate supervisor and/or manager to organise a meeting.
- 42.3 Any such meeting will be held as soon as possible after notification by the employee or their representative of the grievance or dispute or within a time frame agreed between both parties.
- 42.4 While the above procedure is being followed work shall continue normally. No party shall be prejudiced as to the final settlement by the continuation of work.
- 42.5 In the event of failure to resolve the grievance or dispute amicably between the parties, either party may refer the matter to the NSW Industrial Relations Commission.

43 – PERFORMANCE MANAGEMENT AND DISCIPLINARY PROCEDURE

The following extract from the RA Performance Management and Disciplinary Policy and Procedure should be read in conjunction with the full policy document. An employee can if they wish have someone represent them, including the Union.

- 43.1 First meeting – this is a meeting where the manager outlines their concerns. It is part of a warning process, and is noted on the employee's personnel file at Central Office as a record of the performance problem, explaining that continuation of the same could lead to further disciplinary action. An employee shall be given written notice at least 24 hours prior to the meeting, including a summary of the issues.
- 43.2 Second meeting – this occurs when it was agreed to review the matter following the first meeting, or where the manager still has serious concerns about the matter. Where, in the opinion of the manager, the second meeting has not resolved the employer's



concerns about the matter, and agreement has not been reached on a further plan of action to deal with the problem, the manager shall issue a written warning to the employee that disciplinary action will be taken. The employment may be terminated unless the performance or conduct is satisfactory by the end of a period of at least four weeks after the warning is issued.

- 43.3 Final meeting and written warning: this is the final stage before dismissal, and involves a formally chaired meeting.
- 43.4 In exceptional circumstances, an employee may be suspended with pay whilst matters are being investigated.

Records: A copy of notes/records documented at various stages of these procedures will be placed on the employee's personnel file and securely stored. These and any related documents will be removed from the file if there is no recurrence of the problem within six months of the last meeting.

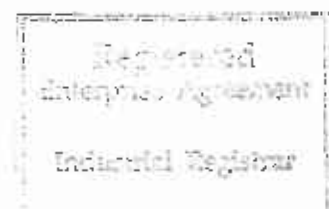
44 - TERMINATION OF EMPLOYMENT

Termination Process

- 44.1 The employer shall establish and notify to all employees as early as possible a procedure for termination of employment, which shall provide that, subject to subclause 44.2, termination shall not proceed until the disciplinary procedure has been carried out.
- 44.2 Nothing in this procedure shall restrict the employer's right to summarily dismiss an employee pursuant to subclause 44.12 where this is justified.

Notice Of Termination By Employer

- 44.3 In order to terminate the employment of an employee, the employer shall give to the employee one month's notice.
- 44.4 In addition to the notice prescribed in subclause 44.3, employees over forty-five years of age at the time of the giving of the notice with not less than two years continuous service, shall be entitled to an additional week's notice.
- 44.5 Payment in lieu of notice prescribed in subclauses 44.3 and/or 44.4, shall be made if the appropriate notice period is not given. Provided that employment may be terminated by part of the period of notice specified and part payment in lieu thereof.
- 44.6 In calculating any payment in lieu of notice the wages an employee would have received in respect of the ordinary time the employee would have worked during the period of notice had their employment not been terminated shall be used.
- 44.7 The period of notice in this clause shall not apply in the case of conduct which



justifies instant dismissal or in the case of casual or fixed term employees.

- 44.8 For the purpose of this clause, continuity of service shall be calculated in the manner prescribed by clause 52, Calculation of Continuous Service, of this Agreement.

Notice Of Termination By Employee

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

Time-Off During Notice Period

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

Certificate Of Service

- 44.11 Upon termination of employment for any reason whatsoever, the employer shall furnish the employee with a certificate of service in the following form:

- (a) Employee's name
- (b) Period of employment: From To
- (c) Title of Position
- (d) Nature of work (including if applicable, details of numbers of other staff and/or volunteers supervised by the employee)
- (e) Name of Employer Organisation

Signed: Manager

Date:

Summary Dismissal

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

Unfair Dismissals

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



- 44.15 Without limiting the above, termination on the ground of race, colour, sex, marital status, carers responsibilities, pregnancy, age, disability, homosexuality, transgender identity, religion, political opinion, national extraction and social origin shall constitute a harsh, unjust or unreasonable termination of employment.

Dispute Settlement Procedure - Unfair Dismissals

- 44.16 The dispute, if not resolved by conciliation, shall be referred to the NSW Industrial Relations Commission for arbitration in accordance with the Act.

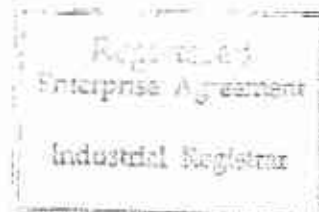
45 - INTRODUCTION OF CHANGE

Employer's Duty To Notify

- 45.1 Where an employer has made a definite decision to introduce major changes in program, organisation, structure or technology that are likely to have significant effect on employees, the employer shall notify the employees who may be affected by the proposed changes and the Australian Services Union.
- 45.2 "Significant effects" include termination of employment, major changes in the composition, operation or size of the employer's workforce or in the skills required; the elimination or diminution of job opportunities; promotion opportunities or job tenure; changes in the designation of staff positions; the alteration of hours of work; the need for retraining or transferring of employees to other work or locations and the restructuring of jobs. Provided that where this Agreement makes provision for alteration of any of the matters referred to, such an alteration shall be deemed not to have significant effect.

Employer's Duty To Discuss Change

- 45.3 The employer shall discuss with the employees affected and the Australian Services Union inter alia, the introduction of the changes referred to in subclause 45.2, the effects such changes are likely to have on employees, measures to avert or mitigate the adverse effects of such changes on employees and shall give prompt consideration to matters raised by the employees and/or the Union.
- 45.4 The discussions shall commence as early as practicable after a definite decision has been made by the employer to make the changes referred to in subclauses 45.1 and 45.2.
- 45.5 For the purpose of such discussion, the employer shall provide in writing to the employees concerned and the Australian Services Union, all relevant information about the changes including the nature of the changes proposed, the expected effects of the changes on employees and any other matters likely to affect employees provided that any employer shall not be required to disclose confidential information the disclosure of which would be adverse to the employer's interest.



46 - REDUNDANCY

Discussions Before Terminations

- 46.1 Where Relationships Australia (NSW) for any reason, including the cessation or reduction of grant funding, has made a definite decision that the employer no longer wishes the job the employee has been doing done by anyone and that decision may lead to termination of employment, the employer shall hold discussions with the employees directly affected and with the Australian Services Union.
- 46.2 Except for individual instances where a position has been deleted, when the possibility of redundancy arises, Relationships Australia (NSW) will call for expressions of interest in redundancy from staff across the whole of Relationships Australia (NSW). Wherever possible those expressing interest in redundancy will be accommodated, taking into account the needs of both Relationships Australia (NSW) and the employees affected. Wherever possible redeployment will be offered rather than redundancy, such offers to be realistic in terms of job location, travel, salary parity, qualifications etc.
- 46.3 Employees can refuse redeployment when offered if the location is unsuitable or the position offered is not suitable. In such cases redundancy will be offered.
- 46.4 Discussions shall take place as soon as practicable after the employer has made a definite decision which will invoke the provisions of subclause 45.1 and shall cover such factors as regional and program viability, demand for service, length of employee's service, need for restructuring, the reasons for the proposed terminations, measures to avoid or minimise terminations and measures to mitigate any adverse effects of any terminations on the employees concerned.
- 46.5 For the purpose of the discussion, the employer shall, as soon as practicable, provide in writing to the employees concerned and the Australian Services Union all relevant information about the proposed terminations including the reasons for the proposed terminations, the number of categories of employees likely to be affected and the number of workers normally employed and the period over which the terminations are likely to be carried out. Provided that any employer shall not be required to disclose confidential information, the disclosure of which would adversely affect the employer.

Transfer To Lower Paid Duties

- 46.6 Where an employee is transferred to lower paid duties for reasons set out in subclause 45.1, 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 the employer may at the employer's option make payment in lieu thereof, an amount equal to the difference between the former ordinary rate of pay and the new lower ordinary time rates for the number of weeks of notice still owing.



Severance Pay

- 46.7 In addition to the period of notice prescribed for ordinary termination in subclause 44.3, and subject to further order of the Commission, an employee whose employment is terminated for reasons set out in subclause 45.1, shall be entitled to the following amount of severance pay in respect of a continuous period of service:

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

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

Advice To Employees Of Future Vacancies

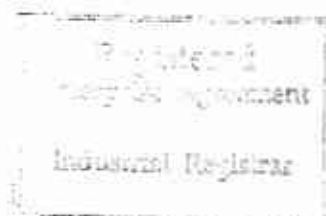
- 46.8 Where, within one year from the date on which a particular employee is made redundant because of a cessation or reduction in grant funding, grant funding is restored to the employer, or the employer receives an increase in grant funding and wishes to engage a person to perform the same or similar work as that previously performed by the employee made redundant, the employer shall take all reasonable steps to notify the former employee of the vacancy.

Employee Leaving During Notice

- 46.9 An employee, whose employment is terminated for reasons set out in subclause 45.1, may terminate their employment during the period of notice and, if so, shall be entitled to the same benefits and payments under this clause had the employee remained with the employer until the expiry of such notice. Provided that in such circumstances, the employee shall not be entitled to payment in lieu of the remainder of the period of notice.

Alternative Employment

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



Time Off During Notice Period

- 46.11 During the period of notice of termination given by the employer an employee shall be allowed up to one day's time off without loss of pay during each week of notice for the purpose of seeking other employment.
- 46.12 If the employee has been allowed paid leave for more than one day during the notice period for the purpose of seeking other employment, the employee shall, at the request of the employer, be required to produce proof of attendance at an interview or the employee shall not receive payment for the time absent. For this purpose a statutory declaration will be sufficient.

Employees Exempted

- 46.13 This clause shall not apply to employees with less than one year continuous service and the general obligation on employers should be no more than to give relevant employees an indication of the impending redundancy at the first reasonable opportunity, and to take such steps as may be reasonable to facilitate the obtaining by the employees of suitable alternative employment.
- 46.14 This clause shall not apply where employment is terminated as a consequence of conduct that justifies instant dismissal or employees engaged for a specific period of time.
- 46.15 This clause shall not apply to casual and fixed term employees.

Incapacity To Pay

- 46.16 An employer, in a particular redundancy case, may make application to the NSW Industrial Relations Commission to have the general severance pay prescription varied on the basis of the employer's incapacity to pay.

PART VII - MISCELLANEOUS PROVISIONS

47 - INJURING AN EMPLOYEE ON ACCOUNT OF INDUSTRIAL ACTION

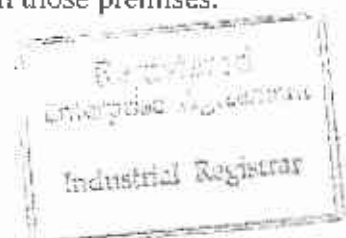
- 47.1 An employer shall not dismiss or threaten to dismiss an employee or injure or threaten to injure the employee in employment or alter the employee's position or threaten to alter the employee's position to prejudice, by reason of the circumstances that the employee:
- (a) is or has been or proposes or has at any time proposed to become an officer, delegate or member of the Australian Services Union; or
 - (b) is entitled to the benefit of an industrial agreement; or

- (c) has appeared or proposed to appear as a witness or has given or proposes to give evidence in a proceeding under either the *NSW Industrial Relations Act 1996* or the *Workplace Relations Act 1996*, as amended; or
- (d) being a member of the Australian Services Union which is seeking better industrial conditions, is dissatisfied with the employee's conditions; or
- (e) has, after giving reasonable notice to the employer of their intention, absented from work through being engaged in duties as a member of a Conciliation Committee; or
- (f) has absented from work if:
 - i. the absence was for the purpose of carrying out authorised duties as an officer or delegate of the Australian Services Union; or
 - ii. the officer or delegate applied for such absence before the employee absented and leave was unreasonably refused or withheld; or
 - iii. being an officer, delegate or member of the Australian Services Union, has done or proposes to do an act or thing which is lawful for the purpose of furthering the industrial interests of the Union or its members being an act or thing done within the limits of authority expressly conferred on the employee by the Australian Services Union in accordance with the rules of the Union.

47.2 An employer shall not dismiss or threaten to dismiss an employee or injure or threaten to injure the employee in employment or alter the position to the employee's prejudice with the intent to dissuade or prevent the employee from becoming such officer, delegate or member or from so appearing, giving evidence or being an officer, delegate or member of the Australian Services Union from doing an act or thing of the kind relation to which subclause 47.1 applies

48 - UNION RIGHT OF ENTRY

- 48.1 An officer of the Australian Services Union authorised in writing by the Secretary of the Union or of a Branch to act may at any time during working hours, with the consent of the person in charge of the establishment, which consent shall not be unreasonably withheld, enter any premises in which work to which this Agreement applies is being carried on, being premises occupied by an employer who is bound by this Agreement for the purpose of ensuring observance of the Agreement.
- 48.2 An employer shall not unreasonably withhold consent to an authorised officer of the Union.
- 48.3 An officer of the Union may inspect any work, books or documents, and copy any books or documents and interview any employee, being a member or a person eligible to be a member of the Australian Services Union on those premises.



- 48.4 An officer so authorised shall not hinder or obstruct an employee in the performance of work during working time.
- 48.5 Nothing in this clause shall be construed to give the ASU the right to inspect any client records.

49 - UNION DELEGATES

- 49.1 The Union shall notify the employer of an employee appointed as a workplace delegate.
- 49.2 Subject to subclause 49.1, an employee appointed as a workplace delegate shall be recognised by the employer as the accredited representative of the Union at the workplace.
- 49.3 A workplace delegate shall be allowed reasonable time during working hours to attend to matters affecting the Union or employees and to consult with employees and to make representation to the employer. This shall be in consultation with the respective manager.

50 - ANTI-DISCRIMINATION

- 50.1 It is the intention of the parties bound by this Agreement to seek to achieve the object in section 3(f) of the *Industrial Relations Act 1996 (NSW)*, to prevent and eliminate discrimination in the workplace on the grounds of race, sex, marital status, disability, homosexuality, transgender identity, age and responsibilities as a carer.
- 50.2 Accordingly, in fulfilling their obligations under the dispute resolution procedure prescribed by this Agreement, the parties must take all reasonable steps to ensure that neither the Agreement provisions nor their operation are directly discriminatory in their effects.
- 50.3 Under the *Anti-Discrimination Act 1977 (NSW)*, it is unlawful to victimise an employee because the employee has made or may make or has been involved in a complaint of unlawful discrimination or harassment.
- 50.4 Nothing in this clause is to be taken to affect:
- (a) any conduct or act which is specifically exempted from anti-discrimination legislation,
 - (b) offering or providing junior rates of pay to persons under 21 years of age,
 - (c) any act or practice of a body established to propagate religion which is exempted under section 56(d) of the *Anti-Discrimination Act 1977 (NSW)*,



- (d) a party to this Agreement pursuing matters of unlawful discrimination in any state or federal jurisdiction.

50.5 This clause does not create legal rights or obligations in addition to those imposed upon the parties by legislation referred to in this clause.

NOTES:

- (a) Employers and employees may also be subject to Commonwealth anti-discrimination legislation.

- (b) Section 56(d) of the *Anti-Discrimination Act 1997 (NSW)* states:

"Nothing in the Act affects ... any other act or practice of a body established to propagate religion that conforms to the doctrines of that religion or is necessary to avoid injury to the religious susceptibilities of the adherents of that religion".

- (c) This clause is not intended to create legal rights.

51 – JOINT CONSULTATIVE COMMITTEE

A Joint Consultative Committee (JCC) will be established at the commencement of this Agreement.

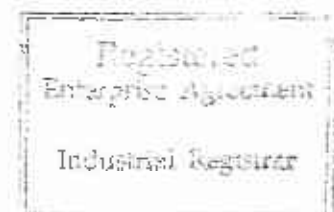
51.1 Role

The purpose of the JCC is to:

- 51.1.1 provide a forum for consultation between management and the employees about organisational change and workplace issues, other industrial issues, the implementation of this Agreement and other matters as determined by the parties;
- 51.1.2 improve organisational performance and facilitate workplace harmony and workplace planning through more informed decision making;
- 51.1.3 it is not the role of this Committee to deal with individual staff issues. Matters raised must first have been dealt with by policies and procedures of the organisation and brought to the attention of senior management. It is not a forum for individual grievances, but for addressing broader concerns. That is not to say that individuals cannot raise broader concerns.

51.2 Representation

- 51.2.1 The JCC will consist of 4 clinical and 1 administration employee representatives. The intention is that staff representatives be as representative as possible of the range of



staff.

51.2.2 The staff representatives will be elected by all employees covered by this Agreement on a regional basis. One staff representative will be elected by each region for a one year term. The second and subsequent election process will be decided by the JCC employee representatives.

51.2.3 The number of management representatives will be equal to, or less than, the number of staff representatives.

51.3 Meetings

51.3.1 The JCC will meet three times per year, or more frequently at the request of either party.

51.3.2 The JCC shall decide its own meeting procedure, and identify requirements for administrative support.

51.3.3 An agenda shall be published to all employees two weeks prior to each meeting.

51.3.4 Minutes will be made available at all centres.

51.4 Functions of the Committee

The Committee will:

51.4.1 act as a forum for effective communication between management and staff about any issues and changes which may impact upon staff members;

51.4.2 oversee the implementation and monitoring of the Agreement including issues that require development during the life of the Agreement;

51.4.3 identify and discuss issues related to the development of any future agreement;

51.4.4 make recommendations to the CEO on matters related to the implementation of the Agreement;

51.4.5 undertake a formal review of the Agreement three months prior to the expiration of the existing Agreement.

51.5 Resolution Of Issues

51.5.1 Any issue other than individual issues that arise as a result of the implementation of this Agreement may be taken up for resolution by the JCC.

51.5.2 Any member of the JCC may request that a representative from the ASU attend a meeting of the JCC to assist with the issue. The employer may nominate that its industrial representative also attends.



- 51.5.3 By negotiation, additional staff representatives can attend to discuss particular issues of interest. They must be nominated by either a regional or program team.
- 51.5.4 The disputes which cannot be resolved by the JCC may be submitted to the NSW Industrial Relations Commission for conciliation or arbitration.
- 51.5.5 Until the dispute is resolved, work shall continue as normal unless this would be a threat to health and safety. Such continuation of work will not prejudice the terms of the final settlement.

52 - CALCULATION OF CONTINUOUS SERVICE

- 52.1 For the purpose of calculating entitlements under this Agreement, service with one particular employer shall be deemed to be continuous notwithstanding:
- (a) absence from work on account of paid leave, which shall be taken into account and counted as time worked.
 - (b) unpaid absences. Provided that unpaid absences shall not be counted as time worked, except that where unpaid absences total less than one week in any year of employment such absences shall be counted as time worked.
- 52.2 Where a service is before or after 1 October 1997, transmitted from an employer (in this subclause called the 'transmitter') to another employer (in this subclause called the 'transmittee') and an employee who at the time of such transmission was an employee of the transmitter in that service becomes an employee of the transmittee:
- (a) the continuity of employment of the employee shall be deemed not to have been broken by reason of such transmission; and
 - (b) the period of employment which the employee has had with the transmitter or any prior transmitter shall be deemed to be service of the employee with the transmittee.

53- OCCUPATIONAL HEALTH AND SAFETY

- 53.1 The employer shall observe safe work practices in accordance with necessary legislation.
- 53.2 See the *Occupational Health and Safety Act 2000 (NSW)*.

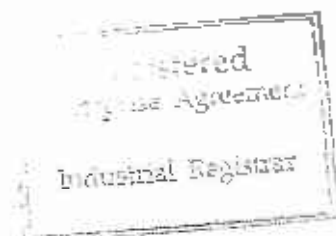


Table 1 - Monetary Rates

Classification		Full-time Weekly Rate - permanent \$ per week 1 April 2002	Full-time Weekly Rate - permanent \$ per week 1 April 2003
Clinical			
CL COUNSELLOR P1		645.84	668.44
	2	671.59	695.10
	3	710.68	735.55
	4	758.11	784.64
	5	811.19	839.58
	6	863.16	893.37
	7	906.06	937.77
	8	926.17	958.59
	9	954.30	987.70
CL COORDINATOR P2		987.60	1,022.17
	2	1,004.42	1,039.57
	3	1,029.53	1,065.56
	4	1,055.23	1,092.16
	5	1,081.62	1,119.48
Administrative			
ADMIN OFFICER LEVEL 1			
Age 18 years		371.08	384.07
Age 19 years		429.37	444.40
Age 20 years		482.40	499.28
Age 21 years and over		530.13	548.68
ADMIN OFFICER LEVEL 2			
Receptionist/Admin Assist		599.94	620.94
Program Admin Assistant		614.98	636.50
Receptionist/Admin Assist		630.33	652.39
Receptionist/Admin Assist		646.09	668.70
ADMIN OFFICER LEVEL 3			
Regional Admin Assist		683.33	707.25
Program Admin Co-ord		700.44	724.96
Intake Officer (Mediation)		717.95	743.08
ADMIN OFFICER LEVEL 4			
		761.61	788.27
		780.65	807.97
		800.17	828.18
		820.17	848.88
ADMIN OFFICER LEVEL 5			
		849.52	879.25
		870.74	901.22
		892.51	923.75
ADMIN OFFICER LEVEL 6			
		917.49	949.60
		941.87	974.84
		963.88	997.02



SIGNATORIES TO AGREEMENT

SIGNED for and on behalf of
RELATIONSHIPS AUSTRALIA (NSW)

Anne Hollands

Anne Hollands, Chief Executive Officer

K. Sharenka

Witness

SIGNED for and on behalf of
Australian Services Union of NSW

Luke Foley

Luke Foley, Secretary

J. [Signature]

Witness

