

**REGISTER OF
ENTERPRISE AGREEMENTS**

ENTERPRISE AGREEMENT NO: EA99/178

TITLE: Southern Sydney Women's Therapy Centre Enterprise Agreement 1999

I.R.C. NO: 99/3251

DATE APPROVED/COMMENCEMENT: 7 July 1999

TERM: 12 months

**NEW AGREEMENT OR
VARIATION:** New

GAZETTAL REFERENCE:

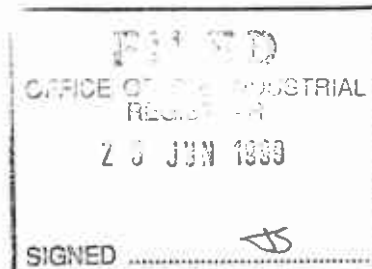
DATE TERMINATED:

NUMBER OF PAGES: 22

COVERAGE/DESCRIPTION OF

EMPLOYEES: Applies to all employees of the Southern Sydney Women's Therapy Centre Inc

PARTIES: Southern Sydney Women's Therapy Centre Inc -&- Australian Services Union of N.S.W.



SOUTHERN SYDNEY WOMEN'S THERAPY CENTRE INC. ENTERPRISE AGREEMENT 1999

1. TITLE

This agreement shall be known as Southern Sydney Women's Therapy Centre Enterprise Agreement 1999.

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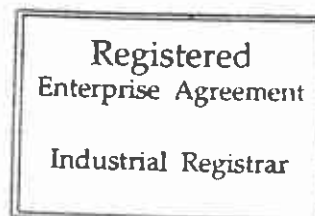
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3. SCOPE AND APPLICATION

This agreement shall be binding upon Southern Sydney Women's Therapy Centre Inc. (referred to in this agreement as The Centre) and the Australian Services Union of NSW (ASU), and shall apply to all employees of The Centre.

4. DATE OF OPERATION

This agreement shall operate from the beginning of the first pay period to commence on or after the date of certification of this agreement and shall operate for a period of one year.

5. RELATIONSHIP TO PARENT AWARD

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

6. SALARY PACKAGING

Remuneration Packaging

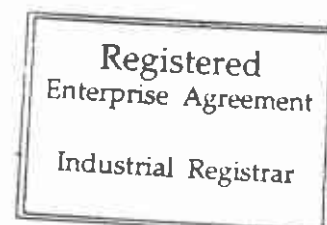
- 6.1 The Centre is recognised as a Public Benevolent Institution and as such is exempt from requirements to pay Fringe Benefits Tax on any legitimate fringe benefits provided to employees. The Centre will use its Fringe Benefit Tax exempt status when offering remuneration packaging to employees.
- 6.2 Where agreed between the Centre and a full-time or part-time employee under the SACS Award, the Centre may introduce remuneration packaging in respect of salary.
- 6.3 The effect of the introduction of Remuneration Packaging shall be that it replaces the entitlements of an employee under the provisions of Clause 10 and Part B Table 1 of the Social and Community Services (SACS) Employees (State) Award.
- 6.4 The terms and conditions of such a package shall not, when viewed objectively, be less favourable than the entitlements otherwise available under the Award and shall be subject to the following provisions:

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Packaging Arrangements

- 6.5 the Centre shall ensure that the structure of any package complies with taxation and other relevant laws;
- 6.6 the Employer shall confirm in writing to employees covered by the SACS Award the classification level under Clause 2 of the Award, and the current salary payable to the employee under that Award;
- 6.7 the Centre shall advise the employee, in writing of her right not to participate in salary packaging;
- 6.8 the Centre shall advise all employees, in writing, that all the conditions of the SACS Award, where appropriate, other than identified in this Enterprise Agreement shall continue to apply;
- 6.9 the employee may elect to include up to two (2) of the packages items shown in their salary packaging information Form and may package a maximum of thirty percent (30%) of the salary to a non salary fringe benefit;
- 6.10 the remainder of the employee's salary will be paid as cash salary on a fortnightly basis by the Centre.
- 6.11 the Centre will inform the employee, in writing, of the breakdown of their remuneration packaging arrangements. For this purpose, where such details are maintained electronically, the employee shall be provided with a printout of the relevant information;
- 6.12 the employee shall advise the Centre, in writing, that their agreed cash component is adequate for his/her living expenses;
- 6.13 a copy of the agreement shall be made available to the employee;
- 6.14 the configuration of the remuneration package shall remain in force for the period agreed, confidential between the Centre and the employee;
- 6.15 in the event that the Centre ceases to attract exemption from payment of Fringe Benefits Tax, all salary packaging arrangements shall be terminated. Notice shall be given in accordance with subclause (6.16) below. Individual employee's wages will revert to those specified in the SACS Award;
- 6.16 where changes are proposed to salary packaging arrangements, or salary packaging arrangements are to be canceled, then the employer must give one month's notice;
- 6.17 the Employee may elect at any time to cease salary packaging with two weeks notice



- 6.18 in the event that the employee ceases to be employed by the Employer this agreement will cease to apply as at the date of termination and all entitlements due on termination shall be paid at the applicable salary rates as specified in the SACS Award. Any outstanding benefit still due under this agreement upon termination shall be paid on or before the date of termination;
- 6.19 the Employee's participation in Salary Packaging will be at no cost to the Centre;
- 6.20 the employee must pay Fringe Benefits Tax (FBT) or reimburse the Centre the amount of any liability for any tax, charge, duty or other payment payable by the The Centre which arises out of or is in any way connected with this Agreement including tax, charge, duty or other payment which becomes payable as the result of the amendment, introduction or coming into effect of any legislation. The Centre may deduct this amount from any salary payable to the employee;
- 6.21 The Centre is not liable for taxation or any liabilities, judgements, penalties or outcomes suffered or incurred by the employee resulting from entering into this Agreement;
- 6.22 towards the end of each package year an employee may review their selection of The Centre's benefit items and the amount for the next package year;
- 6.23 all approved benefit items anticipated by the employee for the period of the agreement must be included when a new agreement is negotiated. New approved benefit items cannot be added until the next agreement period;
- 6.24 salary packages can only be changed at the annual review date. However, in certain circumstances involving a change in either the employee's employment conditions with The Centre or the employees personal circumstances, The Centre will be prepared to renegotiate the terms of the employee's salary package agreement. In accepting The Centre's offer of salary packaging the employee understands that changes in their salary packaging agreement can only occur in the circumstances and on the basis described above;

Financial Counselling

- 6.25 a reconciliation of the employee's Salary Packaging will take place at the end of the package year. Any package item not fully spent or reimbursed will be rolled over to the next package year;
- 6.26 the employee must obtain evidence of financial advice from an accredited Remuneration Consultant or their accountant about the structure of their proposed Salary Package before they can participate in Salary Packaging;
- 6.27 the employee must direct any queries about Salary Packaging and associated issues such as superannuation, compensation, ~~taxation and administration t~~

the accredited Remuneration Consultant or their accountant for advice and clarification;

Effect of Salary Packaging on Other Entitlements

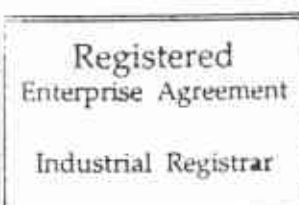
- 6.28 the calculation of the entitlements concerning occupational superannuation and annual leave loading will be based on the value of the employee's total wage as outlined in the SACS Award;
- 6.29 the calculation of the entitlements concerning in service paid leave, including annual sick and long service leave will be based upon the value of the employee's total wage as outlined in the SACS Award;
- 6.30 Any wage increases which are granted to employees under the Award shall also apply to employees subject to remuneration packaging arrangements within this clause;
- 6.31 Where an employee is in receipt of payments in regard to a compensable injury under the relevant Workers' Compensation legislation then the employee shall receive shall be calculated based upon the value of the employee's total wage as outlined in clause 10 Part B Table 1 of the Social and Community Services (SACS) Employees (State) Award.

7. CHRISTMAS CLOSURE

- 7.1 The Centre is closed between Christmas Day and New Years Day inclusive, due to low client demand in this period.
- 7.2 Leave during this period is covered by 3 public holidays (Christmas, Boxing and New Years Day) and substitution of August Bank Holiday.
- 7.3 The balance of the working days may be provided through time in lieu accumulated; specifically through participation in the "Reclaim the Night" rally and march and other time in lieu hours.

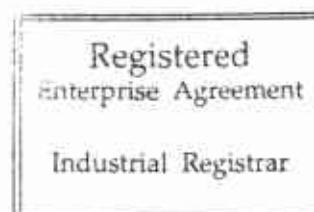
8. CARER'S LEAVE

- 8.1 It is recognised by the management of the Centre that women frequently have extra responsibilities related to family and community which requires consideration from management and flexibility in the workplace. At times, family and community service responsibilities means that staff may need to be absent from work on either unforeseen or a planned basis in order to meet family and community service demands.



Use of Sick Leave to care for family members.

- 8.2.1 An employee, other than a casual employee, with responsibilities in relation to family members (outlined in 8.2.3) who needs the employee's care and support, shall be entitled to use any of their current or accrued sick leave entitlement for absences to provide care and support for such persons when they are ill. Such leave may be taken for part of a single day.
- 8.2.2 The employee shall, if required, establish either by production of a medical certificate or statutory declaration, the illness of the person concerned and that the illness is such as to require care by another person. In normal circumstances, an employee must not take carer's leave under this subclause where another person has taken leave to care for the same person.
- 8.2.3 The entitlement to use sick leave in accordance with this subclause is subject to :
- (i) the employee being responsible for the care of the person concerned; and
 - (ii) the person concerned being:
 - (a) a spouse of the employee; or
 - (b) a de facto spouse who lives with the employee on a bona fide domestic basis; or
 - (c) a child or an adult child (including an adopted child, a step child, a foster child or an ex nuptial child), parent (including a foster parent and legal guardian), grandparent, grandchild or sibling of the employee or spouse or de facto spouse of the employee; or
 - (d) a same sex partner who lives with the employee as the de facto partner on a bona fide domestic basis; or
 - (e) a relative of the employee who is a member of the same household, where for the purposes of this paragraph:
 - 1. 'relative' means a person related by blood, marriage or affinity;
 - 2. 'affinity' means a relationship that one spouse because of marriage has to blood relatives of the other; and
 - 3. 'household' means a family group living in the same domestic dwelling.



8.2.4 An employee shall, wherever practicable, give the Co-ordinator notice prior to the absence of the intention to take leave, the name of the person requiring care and that person's relationship to the employee, the reasons for taking such leave and the estimated length of absence. If it is not practicable for the employee to give prior notice of absence, the employee shall notify the Co-ordinator by telephone of such absence at the first opportunity on the day of absence.

Unpaid Leave for Family Purpose

8.3.1 An employee may elect, with the consent of the Co-ordinator, to take unpaid leave for the purpose of providing care and support to any of the persons in clause 8.2 above.

8.4 Annual Leave for family purposes

8.4.1 An employee may elect with the consent of the Co-ordinator, to take annual leave not exceeding five days in single day periods or part thereof, in any calendar year at a time or times agreed by the parties.

8.4.2 Access to annual leave, as prescribed in paragraph 8.4.1 above, shall be exclusive of Christmas closure.

8.4.3 The Centre, upon request by an employee, may agree to defer payment of the annual leave loading in respect of single day absences, until at least five consecutive annual leave days are taken.

8.5 Time Off in Lieu of Payment for Overtime

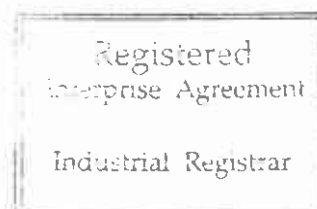
8.5.1 For the purpose of providing care and support for person in 8.2 the following provisions apply:

8.5.2 An employee may elect, with the consent of the Co-ordinator, to take time off in lieu of payment for overtime at a time or times agreed with the employer within twelve (12) months of the said election.

8.5.3 Overtime taken as time off during ordinary time hours shall be taken at the ordinary time rate, that is an hour for each hour worked.

8.5.4 If, having elected to take time as leave in accordance with paragraph 8.5.2, the leave is not taken for whatever reason, payment for time accrued at overtime rates shall be made at the expiry of the twelve (12) month period or on termination.

8.5.5 Where no election is made in accordance with paragraph 8.5.2, the employee shall be paid overtime rates in accordance with the award.



8.6 Make-up Time

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

9. FAMILY AND COMMUNITY SERVICE LEAVE

- 9.1 In addition to the Carer's Leave Family and Community Service Leave (FACS Leave) is available to staff.

9.2 FACS Entitlement

The maximum amount of FACS leave on full pay, which may be granted is:

- (a) after the completion of the first 12 months of service - 2 ½ working days, (i.e. ½ day per day worked); or
- (b) after the completion of the first 2 years of service - 5 working days (i.e. 1 day/day worked); or
- (c) the period calculated by allowing 1 working day for each completed year of service after the completion of 2 years continuous service and deducting therefrom the total amount of family and community service leave granted.
- (d) this leave is available on a pro-rata basis to part-time staff.
- (e) FACS leave is not paid out on termination of employment.
- (f) Approval of the Co-ordinator must be gained before FACS leave is taken.

9.3 Use of FACS Leave

- 9.3.1 Staff can utilise this leave to meet family activities and community service responsibilities. This could include a need to respond to an emergency situation, for example:

- the illness of a relative/child;
- where a child carer is unable to look after their charge
- where an employee is unable to attend work because of adverse weather
- conditions which prevent attendance or threaten life or property.
- a car accident which involves extensive negotiations with officials such as police, NRMA, tow truck, panel beaters etc.

It could also be used in the event of planned absences or where some advance notice is given, for example:

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- to accompany a relative to a medical appointment where there is no element of emergency;
- parent/teacher meetings;
- education week activities;
- to meet elder-care requirements of a relative.
- other circumstances outlined in the policy manual, as amended from time to time.
- other circumstances on approval by the Co-ordinator.

9.4 Flexible work practice arrangements

9.4.1 As an alternative to, or to be used in conjunction with FACS Leave, are work practices that permit employees to vary their work arrangements to attend to short term family responsibility or community services.

9.4.2 Where possible, employees are to have available to them the opportunity to:

- (a) Be absent from the workplace for short periods of time (e.g. 2 hours) and be able to make up the time either earlier or later on the same day, or during the following week or month;
- (b) Full or part-days may be taken as time-in-lieu, which are additional to normal flexi-leave entitlements, and are to be made up during the following week or month.

In all circumstances where flexitime and/or time-in-lieu is utilised to meet short term family responsibility and community service needs:

- (c) prior formal management approval is required from the Co-ordinator with appropriate notations being made on the employee's flexi-time/ time-in-lieu sheet.
- (d) employees are required to make up any time taken within two subsequent flexitime periods and may carry forward no more than an 8 hour debit balance for two periods.

10. PARENTAL LEAVE

10.1 Part 4 - Parental Leave of the NSW Industrial Relations Act shall apply with the following exceptions:

10.2 Full-time and part-time staff who have completed 40 weeks continuous service shall receive paid maternity leave.



10.3 Entitlement

10.3.1 Paid Maternity Leave/Adoption Leave

Entitled to nine weeks at ordinary pay which may commence up to nine weeks prior to expected date of birth or adoption. This may be paid:-

- (i) on a normal fortnightly basis
- (ii) in advance in a lump sum; or
- (iii) at the rate of half pay over a period of eighteen weeks on a regular fortnightly basis.

10.3.2 Annual leave and/or long service leave may be combined with periods of maternity/adoption leave on half pay to enable employees to remain on full pay for that period.

10.3.3 Unpaid Maternity Leave

Employees are entitled to a further period of unpaid maternity/adoption leave of up to 12 months after actual date of birth.

10.4 Return to less than full-time hours

With the agreement of the Co-ordinator, on return to work from maternity/adoption leave, the employee may elect to work part-time.

10.4.1 This agreement will be for a maximum period of 12 months, after which full-time duties must be resumed.

10.4.2 Salary and other conditions of employment are to be adjusted on a basis proportionate to the employees full time hours of work.

10.5 Effect of part-time employment on continuous service.

10.5.1 Commencement of part-time work or return to full-time work under this clause shall not break the continuity of service.

10.6 Effect of part-time employment on termination

10.6.1 Any termination entitlements payable to an employee who is working part-time under this clause, shall be calculated:

- (a) at the equivalent full-time rate of pay at time of termination.
- (b) by regarding all service as a full-time employee as qualifying for a termination entitlement based on the period of full-time employment, and
- (c) all service as a part-time employee on a pro-rata basis.

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10.7 Variations to Maternity/Adoption Leave

Employees may vary the period of leave once without the consent of the employer and otherwise with that consent. At least four weeks notice must be given.

11. LONG SERVICE LEAVE

11.1 Entitlement to Long Service Leave will be in accordance with the Long Service Leave Act 1955 with the following exception:

- (a) upon resignation or termination of staff members who have five years continuous service, pro-rata long service leave will be paid. This does not apply to staff members who have been dismissed for gross misconduct.
- (b) entitlement to take long service leave does not occur until staff members have ten years continuous service.

PART B

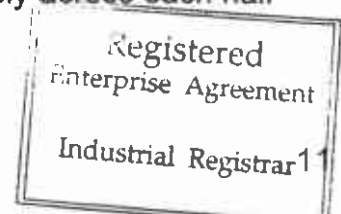
STAFF AND MANAGEMENT DEVELOPMENT AND EDUCATION

Principle: The Women's Centre will ensure that all those involved in the operation and management of the centre participate in ongoing education, to increase their knowledge and skills in women's health concepts and practices and in effective management.

The Policy and Procedures for Staff Development, Training and Study Leave are outlined within the Policy and Procedures Manual.

12. STAFF SUPERVISION

12.1 The Centre identifies in its funding submissions a budget of \$10,000 per year for staff and management education consistent with the requirements of its funded services. From this budget \$8,000 is dedicated to counsellor supervision. Priority is given to external supervision for purposes of counsellor development and quality control. The budget is reviewed annually in accordance with changes in the grant and the introduction of newly funded programs. Expenditure of the budget is spread equitably across each half year.



- 12.2 1 hour of external supervision per fortnight will be provided with the exception of holiday periods.
- 12.3 Supervision (internal and external) will be conducted in accordance with the Centre guidelines.

13. STAFF TRAINING

- 13.1 Each staff member has a right to ongoing education and development and resources are allocated as equitably as possible in accordance with needs and Centre priorities.
- 13.2 Each staff member is eligible for up to 5 days pro rata i.e. one day per days of week worked each year. The cost is to fit in with the budget which remains after supervision costs have been taken into account.

14. STUDY LEAVE

- 14.1 After twelve (12) months of full time service (unless prior agreement with the Management Committee upon commencement of employment) Study Leave may be granted to full time employees undertaking course of study, in a discipline appropriate to the services provided by The Centre.
- 14.2 Prior approval for study leave must be sought from the Management Committee of the Centre. In granting the leave the Centre must consider:
- (a) The appropriateness and relevance of the study proposed by any full-time employee to be satisfied that it will better qualify the employee for services to the Centre.
 - (b) That study time will not interfere with the maintenance of services provided nor require the employment of additional staff.
- 14.3 Approval for study leave must be lodged annually for courses in excess of 12 months.
- 14.4 Full time employees are entitled to study leave at the rate of:
- (a) 2 hours paid leave per week to attend lectures held in working hours. Time away from duty in excess of this is to be made up.
 - (b) Study time at the rate of one quarter hour for each hour of lecture time, up to a maximum of one hour per week. Paid study time ceases during semester breaks.
 - (c) External students attending compulsory residential schools or practical

sessions will be granted 5 paid days leave per year, or 2.5 days per semester.

Additional time required may be taken as leave without pay.

15. EXAMINATION LEAVE

15.1 With the approval of the Co-ordinator employees completing examinations for approved courses may be granted:

- (a) one half day leave to take the examination.
- (b) one half day pre-examination leave.

16. CONFERENCE LEAVE

16.1 Attendance at conferences is recognised as an integral part of staff development and is encouraged. Because of budgeting constraints attention is to be paid to the selection and approval of attendance, in accordance with the Policy & Procedures Manual.

16.2.1 The maximum period of special leave which may be granted to attend a conference is five days per year.

16.2.2 The maximum period of special leave to attend an external short course of direct relevant to the employee's work or career development is (5) days pro-rata per year.

16.3 Leave to attend conferences:

16.3.1 Unless special circumstances exist staff must have 12 months service before being eligible.

16.3.2 Applications will be granted on merit.

16.3.3 Staff presenting papers will be given priority for payment of accommodation and costs.

16.3.4 With the exception of staff presenting papers The Centre will consider payment of conference fees (depending upon budget). Travel and accommodation costs to be paid by employee.

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PART C

17. GRIEVANCE AND DISPUTE SETTLING

17.1 A grievance is a complaint or concern made by an individual or group in an organisation about a workplace issue. It may be about any act, omission, situation or decision that is considered unfair, discriminatory or unjustified.

17.2 Grievance procedure principles

The Centre will ensure that the grievance handling is:

Confidential - Only the people directly involved in making or investigating a complaint will have access to information about it.

Impartial - Both sides will have a chance to tell their side of the story. No assumptions will be made and no action taken until all relevant information has been collected and considered.

Free of repercussions - No action will be taken against anyone for making a complaint or helping someone to make a complaint. Management will take all necessary steps to ensure that no victimisation occurs against anyone who makes a mistake.

Timely - All complaints will be dealt with as quickly as possible. We aim to hear and resolve all complaints within four weeks.

17.3 The Contact Officer

The Centre will appoint a staff member as a Contact Officer to be the first point of contact for complaints. This will be a rotating position for up to 12 months.

The Contact Officer is to be trained in the organisation's EEO and harassment policies and grievance handling procedures. Their role is to give information and advice, not to investigate formal complaints. In addition, all employees have a right to contact their union for information and assistance, particularly in the case of serious grievances.

17.4 The Complaints Officer 2

The Management Committee will nominate one of its members, who has skills in complaints handling, as the Complaints Officer. The role of the Complaints Officer is to investigate complaints on behalf of the Management Committee.



17.5 Responsibilities of the Management Committee

The Management Committee will ensure that:

- all members of the Management Committee, employees and volunteers will have a copy of these procedures.
- grievance procedure is included in all relevant training.
- Contact and Complaints Officers are selected and trained.
- people making complaints are aware of their rights, particularly in relation to confidentiality and union representation, and
- the principles and procedures set out in this document are followed.

17.6 Responsibilities of individual employees:

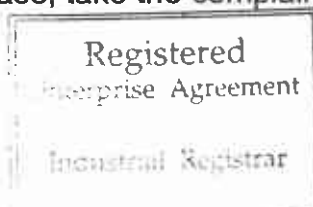
Each employee has the responsibility;

- to take steps to resolve the issue according to these procedures,
- not to make malicious or vexatious complaints, and
- to minimise interference with work responsibilities.

17.7 How to handle a grievance

Step 1: Attempt to sort it out directly with the person involved. Sometimes, people don't mean to do things that hurt or offend others. This does not mean that it is OK. However, it does mean employees should tell the person who is acting in a hurtful or unsuitable manner that the behaviour is not acceptable and/or is offensive. This gives them the chance to stop or change what they're doing.

Step 2: If Step 1 does not work, or the employee feels that it cannot be sorted out directly, go to The Co-ordinator or Contact Officer. The Co-ordinator can help to sort out problems related to the immediate work environment. Both the Co-ordinator and Contact Officer can give advice about the best way to tackle problems, and where to go if you need more help. All complaints that are taken to the Co-ordinator or Contact Officer will be treated confidentially. Nothing will be done without talking to the complainant first and getting agreement. There are some situations where employees may not want to take complaints to the Co-ordinator or Contact Officer (for example, if the complaint is about or directly involves the Co-ordinator or Contact Officer). If that is the case, take the complaint to the next level of management (see step 3 below).



Step 3: Go to the next level of management of Complaints Officer. Most grievances will have been resolved in the first or second steps. However, if this has not happened, take the grievance to the next level of Management or the Complaints Officer. They will take the following steps:

- (a) Work out if she is the right person to deal with the complaint. She will refer the matter (with the complainants consent) if:
 - they are biased because of their relationships with the person making the complaint or with the person who the complaint is about, or
 - they do not have enough power to handle the particular complaint.
- (b) If they are the right person to deal with the complaint they will:
 - explain the grievance handling procedure including what may happen if there is enough evidence to support the complaint or what will happen if there is not enough evidence to support the complaint.
 - explain where to go if the complainant is not happy with the way the organisation is dealing with the complaint, and
 - explain other places to go for more information.
- (c) Take a written record of the complaint.
- (d) Talk separately and impartially to the other person/people involved to hear their side of the story.
- (e) Tell the complainant what the other person/people said and discuss what should be done to sort out the complaint.
- (f) Make sure that whatever is agreed/decided upon actually happens.

Step 4: Refer the matter to the Management Committee. Very serious grievances (for example those that may require legal or immediate disciplinary action) should be referred to the Management Committee. The matter may also be referred to the Management Committee if the above steps have not produced a satisfactory outcome.

Independent advice or support

Employees may seek advice or support from their union representative or other independent source at any time.



Matter not resolved - NSW Industrial Relations Commission

If this procedure does not resolve the matter(s) in dispute the parties may refer the matter(s) to the NSW Industrial Relations Commission for determination. The parties agree to comply with any determination made pursuant to this clause.

DISCIPLINARY PROCEDURE

- 18.1 When a problem with an employee has been identified which may require implementation of the disciplinary procedure, the process outlined in 18.4 shall apply.
- 18.2 Disciplinary matters will be conducted in accordance with the centre's policy
- 18.3 Employees may seek advice and support from their ASU representative or other independent service at any time. Nothing in the Disciplinary Procedure shall abrogate the rights of any employee under the NSW Industrial Relations Act.
- 18.4 Fact Finding - refer to Policy Guidelines

The co-ordinator will seek information about the problem from persons involved, and will then discuss the problem with the staff member concerned.

This discussion will be recorded in the diary of the co-ordinator, the purpose of which is to state the problem and the fact that it had been indicated to the staff member. A review date, within two weeks of the original session, will be set at the time of the discussion.

18.5 Stage 1: Verbal Caution

If at any time during the review the problem has been rectified, no further action will be taken. If after the review has been conducted, the problem has been substantiated, a verbal caution will be given at the next review meeting. A meeting date will be set within 2 to 4 weeks to review progress. Depending on the outcome, the co-ordinator may choose to further review progress at regular intervals for a period of six months and then revert to routine appraisal/feedback.

18.6 Stage 2: Written Caution

- 18.6.1 If there has been no change in behaviour at the review date, and the co-ordinator considers that ~~further action is necessary~~ the staff

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member must be advised as soon as possible, giving two weeks notice of the scheduled meeting.

The notice of the meeting is to be given to the staff member in writing with sufficient detail of the complaint/s to enable her to know to what the co-ordinator is referring so that she can reply to them in full.

The notice must advise the staff member that she may request a duly authorised representative of the NSW branch of the ASU to attend any such meeting to act on her behalf.

Notation of this written caution will be given to the staff member and a copy attached to her employment file.

18.6.2 At this meeting the staff member will have a chance to discuss the complaint/s against her and, together with the co-ordinator, to discuss and prepare a written agreement and action plan. The agreement will also specify a review period in which the problem should be rectified.

18.6.3 Management Committee are to be informed that this process has been set in motion at the written caution stage.

18.6.4 If at the end of this period there has been a satisfactory achievement of these improvements no further action will be taken.

18.6.5 If the agreement and action plan has not been reached, a mediator agreed upon by both staff member and co-ordinator is to be engaged. She is to meet with both parties to facilitate the drawing up of an agreement and action plan.

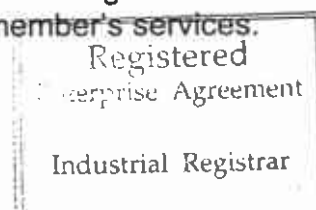
18.6.6 If the agreement is reached, progress is to be reviewed as per stage 1.

18.6.7 If there is not satisfactory progress or resolution by the review date, the procedures move to:

18.7 Stage 3 Final Caution

18.7.1 A formal meeting is to be arranged with a quorum of management committee members, a representative of the employer association, the union representative, the staff member and the co-ordinator.

18.7.2 The aim of this meeting is to achieve resolution if possible through the establishment of a formal agreement. However, if it is not possible to achieve resolution, the meeting will set in motion the process for termination of the staff member's services.



18.8 Stage 4 Termination of Employment

- 18.8.1 Termination of employment by the employer shall not be unfair, unjust or unreasonable.
- 18.8.2 Without limiting the foregoing, except where a distinction, exclusion or preference is based on the inherent requirements of a particular position, termination on the ground of race, colour, marital status, sexual preference, family responsibilities, pregnancy, religion, political opinion, national extraction and social origin shall constitute an unfair, unjust or unreasonable termination of employment.
- 18.8.3 A conflict between the employer and the employee shall not constitute adequate reason for dismissal if it is shown that the employee has been acting in a bona fide manner on behalf of a client (in accordance with guidelines of the funding body) or in the performance of her duties.
- 18.8.4 After following the procedure Stages 1-3, the services of an employee may be terminated at a meeting of the Management Committee under the following conditions:
- (a) A notice must be sent to all members at least fourteen (14) days prior to any meeting at which it is proposed to move a resolution relating to termination of the service of any employee, stating the proposed resolution.
 - (b) Such notice shall state the time, date and venue of the meeting.
 - (c) The quorum for such a meeting shall not be less than three quarters (3/4) majority of those members present at the meeting.
 - (d) Notice and full details of the reasons for the motion to terminate her services must be given to the employee concerned at least fourteen (14) days prior to the date set down for the meeting at which the motion is to be resolved. The said employee upon receiving such notice may make written representations to the employing body and a copy shall be circulated to all members of the Management Committee prior to the meeting.
 - (e) The employee concerned in any motion to terminate her services shall be entitled to attend the meeting at which such motion is to be resolved and to speak on her own behalf. The employee shall also be entitled to have a duly authorised representative from the NSW ASU present at that meeting to speak on her behalf.

18.9 NOTICE OF TERMINATION

If the resolution of such a meeting of the Management Committee is to terminate the services of any employee, that employee must be given at least twenty-one (21) days notice in writing of her dismissal. The Management Committee may determine that the twenty-one (21) days notice may be served on suspension.

The Management Committee may elect to pay the employee three weeks pay in lieu of notice.

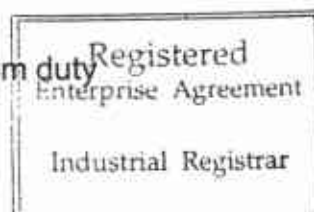
18.10 SUSPENSION

- 18.10.1 The Office Bearers of the Committee shall have the power to suspend any employee, on full pay, from attendance at any premises or activity conducted by The Woman's Centre for up to twenty-one (21) days. Upon the imposition of such a suspension/s the Office Bearers must supply within forty-eight (48) hours, written reasons for the suspension to the employee/s concerned.
- 18.10.2 Within twenty-one (21) days of the imposition of suspension, the Office Bearers must convene a full Committee Meeting for the purpose of discussing the reasons for the suspensions and either confirming or lifting the suspension. The employee/s concerned shall be given at least fourteen (14) days written notice of the venue and time of such meeting.
- 18.10.3 Any suspended employee shall have the right to provide a written statement for distribution to the members of the Committee prior to the meeting and shall have the right to attend and speak at the meeting and to have a duly authorised representative from the NSW ASU present to speak on their behalf. A quorum for this Committee shall be at least two-thirds (2/3) majority of those members present.
- 18.10.4 Should the suspension be confirmed, the Committee must, within fourteen (14) days, proceed to the provisions of Stage 3 of the Disciplinary Procedure.

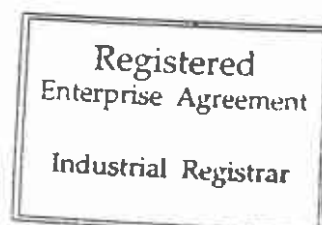
18.11 SUMMARY DISMISSAL

- 18.11.1 An employee shall not be dismissed unless the procedure in Clause 18 has been followed, EXCEPT in cases of gross misconduct, justifying instant dismissal when the following procedure will apply:

- The employee will be suspended from duty



- An immediate investigation will be conducted
- A decision will be made as a result of the investigation within a 24 hour period
- Employees will be entitled to representation at any time or part of these proceedings
- The summary dismissal clause will be invoked only in the case of an extremely serious disciplinary matter. It is the intention of The Centre that most disciplinary matters can be adequately dealt with without recourse to Clause 18.11 of this Agreement.



Signed for and on behalf of
Southern Sydney Women's
Therapy Centre Incorporation

3/5/99
Date

A. Vire
Chairperson

Signed for and on behalf of the
Australian Services Union of NSW

17/6/99
Date

Alison Peters
Secretary

Registered
Enterprise Agreement
Industrial Registrar