



DECISION

Fair Work Act 2009
s.185—Enterprise agreement

Working Women's Centre SA Inc
(AG2018/3484)

WORKING WOMEN'S CENTRE INC ENTERPRISE AGREEMENT 2018

Social, community, home care and disability services

COMMISSIONER PLATT

ADELAIDE, 23 NOVEMBER 2018

Application for approval of the Working Women's Centre Inc Enterprise Agreement.

[1] An application has been made for approval of an enterprise agreement known as the Working Women's Centre Inc Enterprise Agreement (the Agreement) pursuant to s.185 of the *Fair Work Act 2009* (the Act) by Working Women's Centre SA Inc. The agreement is a single enterprise agreement.

[2] The matter was allocated to my Chambers on 28 October 2018.

[3] On 2 November 2018, I conducted a telephone conference with the parties to seek clarification about aspects of the Agreement and invited the Respondent to address these matters including the provision of an undertaking.

[4] The Applicant has submitted an undertaking in the required form dated 16 November 2018. The undertaking deals with the following topics:

- Clause 46 of the Agreement will also apply to matters arising under the National Employment Standards (NES).
- Clause 31.1(a) will be replaced with the definition contained in the NES.
- That clause 34.3 will be amended as follows:

“Casual employees will be entitled to parental leave in accordance with the National Employment Standards.”

- For the purpose of clause 12, the entitlements provided for at this clause will also apply where the employee's employment is terminated at the employer's initiative or where the employer becomes insolvent or bankrupt.

- For the purpose of clause 28.1, which relates to overtime, any time off in lieu accrued and not taken at the end of employment will be paid to the employee at a rate prescribed by section 28.1 of the *Social, Community, Home Care and Disability Services Industry Award 2010*.

[5] A copy of the undertaking has been provided to the bargaining representatives and they did not express any view on the undertaking.

[6] The undertaking appears to meet the requirements of s.190(3) of the Act and I have accepted it. As a result, the undertakings are taken to be a term of the Agreement.

[7] The “Australian Services Union”, being a bargaining representative for the Agreement, has given notice under s.183 of the Act that it wants the Agreement to cover it. In accordance with s.201(2) of the Act I note that the Agreement covers this organisation.

[8] I am satisfied that each of the requirements of ss.186, 187, 188 and 190 of the Act as are relevant to this application for approval have been met.

[9] The Agreement is approved and, in accordance with s.54 of the Act, will operate from 7 days from the date of approval of the Agreement. The nominal expiry date 1 October 2020.



COMMISSIONER

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Working Women's Centre Inc Enterprise Agreement 2018

Note - this agreement is to be read together with an undertaking given by the employer. The undertaking is taken to be a term of the agreement. A copy of it can be found at the end of the agreement.

Part 1 – Application and operation of the Agreement

1 Title

This Agreement will be known as *Working Women's Centre Inc Enterprise Agreement*.

2 Index

Part 1 – Application and operation of the Agreement	2
1 Title	2
2 Index	2
3 Parties to the Agreement	3
4 Scope and persons bound	3
5 Relationship to the Award and National Employment Standards	3
6 Date of operation	4
7 Definitions	4
8 Flexibility term	5
Part 2 – Employment relationship and associated matters	6
9 Employment categories	6
10 Terms of employment	7
11 Termination of employment	8
12 Redundancy	9
Part 3 – Wages and related matters	11
13 Wages and classifications	11
14 Superannuation	11
Part 4 - Allowances	12
15 Travel on Centre's business	12
16 Conferences and training courses	12
17 First aid allowance	12
18 Higher duties allowance	13
19 Meal allowance	13
20 Telephone expenses	13
21 Protective clothing	13
22 Jury service	13
23 Blood donors	13
24 Infectious diseases	14
25 Influenza vaccination	14
Part 5 – Hours of work, flexitime and overtime	15
26 Hours of work	15
27 Flexitime	15
28 Overtime	15
29 Lactation breaks	17
Part 6 – Leave	18
30 Annual leave	18

31	Personal and carer's leave.....	18
32	Family and domestic violence.....	19
33	Primary carer or birth leave.....	20
34	Parental leave.....	21
35	Family responsibilities leave.....	22
36	Study leave.....	23
37	Special leave with pay.....	23
38	Bereavement leave.....	23
39	Leave without pay.....	24
40	Cultural and religious leave.....	24
41	Work health and safety leave.....	25
42	Long service leave.....	26
44	Employee development system.....	26
Part 7 - Consultation procedures and dispute resolution.....		27
45	Consultation procedures.....	27
46	Disputes settling procedure.....	27
47	Consultative committee.....	28
48	Employee representation.....	29
49	Negotiation for a new Agreement.....	29
Part 8 - Union related matters.....		30
50	Union membership.....	30
51	Union training leave.....	30
52	Union representative.....	30
Part 9 – Signatures.....		32
Schedule A – Wage rates.....		33

3 Parties to the Agreement

This Agreement is binding on:

- (a) The Working Women's Centre Inc;
- (b) The Australian Services Union South Australia and Northern Territory Branch; and
- (c) All employees of the Centre engaged within the scope of this Agreement.

4 Scope and persons bound

This Agreement will apply to and be binding upon the Centre and all employees who are engaged by the Centre.

5 Relationship to the Award and National Employment Standards

- 5.1 This Agreement will be read in conjunction with the Award as amended from time to time. Where there are inconsistencies between this Agreement and the Award, this Agreement will prevail.
- 5.2 Nothing in this Agreement will be taken to reduce an employee's entitlements under the National Employment Standards of the *Fair Work Act 2009* (Cth). Where there are inconsistencies between

this Agreement and the National Employment Standards, the National Employment Standards will prevail to the extent that the effect of any part of this Agreement is detrimental to an employee in any respect, when compared to the National Employment Standards.

6 Date of operation

This Agreement will come into force on the date of certification and its nominal expiry date will be 1 October 2020.

7 Definitions

In this Agreement, unless the contrary intention appears:

Award will mean the *Social, Community, Home Care and Disability Services Industry Award 2010*.

Centre will mean the Working Women's Centre Inc, as managed by the Management Committee.

Chairperson will mean the person who is the Chairperson of the Management Committee of the Centre.

Director will mean the person employed in the role of Director of the Centre.

Employee will mean any person employed by the Centre who is a member, or eligible to become a member, of the Union.

Employer will mean the Working Women's Centre Inc.

Executive will have the same meaning as defined in the Constitution of the Working Women's Centre Inc.

Family will mean those persons included within the definition of 'immediate family' contained in the Fair Work Act 2009 (Cth) as well as: any person who is a member on an employee's household; any of the employee's children (including adopted children, step children, and ex nuptial children); any of the employees siblings (including a sibling of their spouse), and; an employee's parent in law, aunt, uncle, niece, or nephew.

A full-time employee will mean a person whose ordinary hours of work are 35 hours per week.

Management Committee will mean the Committee vested with management of the Centre by its Constitution.

Public holiday will have the same meaning as that attributed by s115 of the *Fair Work Act 2009* (Cth).

A seconded employee will mean a person who becomes, for a period of secondment, an employee of the Centre, having been granted a leave of absence by their employer.

Union will mean the Australian Services Union, South Australia and Northern Territory Branch.

8 Flexibility term

- 8.1 An employer and employee covered by this Agreement may agree to make an individual flexibility arrangement to vary the effect of terms of the Agreement if:
- (a) The agreement deals with the following matter:
 - (i) Arrangements about when work is performed;
 - (b) The arrangement meets the genuine needs of the employer and employee in relation to one or more of the matters mentioned in paragraph (a); and
 - (c) The arrangement is genuinely agreed to by the employer and employee.
- 8.2 The employer must ensure that the terms of the individual flexibility arrangement:
- (a) Are about permitted matters under section 172 of the *Fair Work Act 2009* (Cth); and
 - (b) Are not unlawful terms under section 194 of the *Fair Work Act 2009* (Cth); and
 - (c) Result in the employee being better off overall than the employee would be if no arrangement was made.
- 8.3 The employer must ensure that the individual flexibility arrangement:
- (a) Is in writing; and
 - (b) Includes the name of the employer and employee; and
 - (c) Is signed by the employer and employee and if the employee is under 18 years of age, signed by a parent or guardian of the employee; and
 - (d) Includes details of:
 - (i) The terms of the enterprise agreement that will be varied by the arrangement; and
 - (ii) How the arrangement will vary the effect of the terms; and
 - (iii) How the employee will be better off overall in relation to the terms and conditions of their employment as a result of the arrangement; and
 - (e) States the day on which the arrangement commences.
- 8.4 The employer must give the employee a copy of the individual flexibility arrangement within 14 days after it is agreed to.
- 8.5 The employer or employee may terminate the individual flexibility arrangement:
- (a) By giving no more than 28 days written notice to the other party to the arrangement; or
 - (b) If the employer and employee agree in writing--at any time.

Part 2 – Employment relationship and associated matters

9 Employment categories

9.1 Part-time employment

- (a) Full-time employees will have the right to request permanent part-time work of a regular and continuous nature which as well as involving base-grade positions, may afford opportunities for career progression.
- (b) A part-time employee means an employee who is specifically engaged for 10 hours or more and less than 35 hours per week, or for 20 hours or more and less than 70 hours per fortnight, as agreed between the employer and the employee.
- (c) For working ordinary hours a part-time employee will be paid the appropriate weekly wage for a full-time employee, divided by 35 hours to obtain an hourly rate, and then multiplied by the number of hours worked by the part-time employee in the week concerned.
- (d) Notwithstanding the overtime provisions in Clause 28.1(b) of this Agreement, part-time employees may request to vary their contracted weekly hours to meet their short term needs. Provided that such variation falls within the span of hours provided for in Clause 26.1 and Clause 26.2 of this Agreement, payment or time-in-lieu for any additional hours falling within this provision will be at the ordinary rate.
- (e) Part-time employees will accrue leave on a pro rata basis in accordance with the provisions of Clause 30 and Clause 31 of this Agreement depending on the number of hours worked in each week.
- (f) Where a part-time employee usually works on a day of the week on which a public holiday occurs and the employee is not required to work on that day, the employee will be paid for the hours the employee would have usually worked on that day.
- (g) A part-time employee will not be required to work less than three hours on any day.

9.2 Casual employment

- (a) A casual employee is an employee engaged on a contract of hiring which will be on an hourly basis. A casual employee who works ordinary hours is entitled to be paid the same ordinary hourly rates as a full-time employee, but with the addition of a loading in accordance with Clause 10.4 of the Award.
- (b) A casual employee is entitled to be paid for a minimum of three hours on any day that the employee is required to work.
- (c) A casual employee who regularly works at least 14 hours each week will be made a permanent part-time employee after 12 months of continuous employment with the Centre, subject to the provisions relating to part-time employment above, provided however that, pursuant to Clause 9.4(c), this clause does not apply to casual employees employed on a fixed term basis.

9.3 Seconded employees

- (a) Seconded employees, as defined, will be subject to the terms and conditions of this Agreement.
- (b) The Centre will negotiate with the seconded employee's principle employer and use its best endeavours to arrange that:
 - (i) The employee's personal and carer's leave is preserved and long service leave entitlements continue to accumulate during the period of secondment or leave without pay; and
 - (ii) That the employee's rights to promotion in the employee's principle employment are not prejudiced.

9.4 Fixed term employment

- (a) The Centre may engage an employee for a specific period of time for the purpose of replacing a designated person whilst they are on leave, or undertaking a project of limited duration.
- (b) The period of time for which the employee is engaged will be confirmed in writing at the time of the appointment. All other terms and conditions of the contract of employment will be consistent with and not contrary to this Agreement.
- (c) Where such an employee is engaged, the employee may be engaged as either a full-time, part-time, or casual employee. Provided, however, a casual employee employed on a fixed term basis will not have the rights of conversion as set out in Clause 9.2(c).
- (d) In circumstances where the Centre has resolved to continue with the same position for a further fixed term, the incumbent will have the right to renew the contract.
- (e) Where a permanent employee is appointed to a position, which is available only for a fixed term, their permanent status will be maintained and on completion of the fixed term appointment, the employee will be entitled to the position that they held immediately before commencing the fixed term position. Where such a position no longer exists, the employee will be entitled to a position comparable to that of their former position. In any event, the employee will continue to be employed at the same classification level and on the same employment conditions as they enjoyed in their substantive position prior to accepting the fixed term employment.

10 Terms of employment

10.1 Appointment

It will be a condition of employment that all new employees upon appointment will provide to the Chairperson written acknowledgment of their acceptance of the terms and conditions of this Agreement.

10.2 Contract of employment

The contract of employment of every employee will, in the absence of an express contract to the contrary, be deemed to be hiring by the fortnight.

11 Termination of employment

11.1 Notice of termination by the Centre

- (a) In order to terminate the employment of an employee the Centre will give the employee the following minimum period of notice:

Period of continuous service	Minimum period of notice
Less than 3 years	2 weeks
3 years and less than 5 years	3 weeks
5 years and over	4 weeks

- (b) In addition to the notice in Clause 11.1(a) above, employees over 45 at the time of the giving of notice will be entitled to additional notice of one week.
- (c) Payment in lieu of the notice prescribed in Clause 11.1(a) and Clause 11.1(b) will be made if the appropriate notice period is not given.
- (d) 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 the employee's employment not been terminated will be used.
- (e) The period of notice in this clause will not apply in the case of dismissal for conduct that at common law justifies instant dismissal or where employees are engaged for a specific period of time or for a specific task or tasks.

11.2 Notice of termination by employee

In order to terminate their employment an employee will give the Centre the following notice:

Period of continuous service	Minimum period of notice
Less than 1 year	1 week
1 year and over	2 weeks

11.3 Time off during notice period

Where the Centre has given notice of termination to an employee, the employee will be allowed up to two days' time off without loss of pay for the purpose of seeking other employment. The time off will be taken at times that are convenient to the employee after consultation with the employer.

11.4 Statement of employment

The Centre will provide to the employee whose employment has been terminated a written statement specifying the period of that employee's employment and the classification of or the type of work performed by the employee.

11.5 Payment in lieu

If the Centre makes payments in lieu for all or any of the period of notice prescribed, then the period for which such payment is made will be treated as service for the purposes of computing any service related entitlement of the employee arising pursuant to this Agreement.

12 Redundancy

12.1 Redundancy will mean a situation where the Centre is deemed to have an excess of employees because of a reduction in work available or a reduction in funds for the Centre and such reduction results in the dismissal of an employee or employees.

12.2 Period of notice of termination on redundancy

- (a) If the services of an employee are to be terminated due to redundancy such employee will be given notice of termination as prescribed by Clause 11.1 of this Agreement, provided that employees to whom notification of termination of service is given on account of the introduction or proposed introduction by the Centre of automation or other like technological changes, will be given not less than three months' notice of termination.
- (b) Should the Centre fail to give notice of termination as required in Clause 11.1 the Centre will pay to that employee an amount calculated in accordance with the ordinary rate of pay for a period being the difference between the notice given and that required to be given. The period of notice to be given will be deemed to be service with the employer for the purposes of the *Long Service Leave Act 1987* (SA), as amended.

12.3 Notification of Centrelink

Where a decision has been made to terminate the employment of an employee, or of employees, on account of redundancy the Centre will notify Centrelink thereof as soon as possible, giving relevant information including a written statement of the reasons(s) for the termination(s), the number and categories of the employees likely to be affected, and the period over which the termination(s) are intended to be carried out.

12.4 Severance pay

- (a) In addition to the periods of notice prescribed for termination in Clause 11.1 and Clause 12.2(a) of this Agreement, an employee whose employment is terminated by reason of redundancy will be entitled to the following redundancy pay:

Period of continuous service	Minimum severance pay
At least 1 year but less than 2 years	4 weeks
At least 2 years but less than 3 years	6 weeks
At least 3 years but less than 4 years	7 weeks
4 years and over	2 weeks per each completed year of service with the Centre or the Award provisions whichever is the greater, to a maximum of 52 weeks' severance pay

- (b) 'Week's pay' means the ordinary time rate of pay for the employee concerned.

12.5 Time off during notice period

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

12.6 Employee leaving during notice

An employee whose employment is terminated on account of redundancy may terminate employment during the period of notice and, if so, will be entitled to the same benefits and payments under this clause had the employee remained with the Centre until the expiry of such notice. In such circumstances the employee will not be entitled to payment in lieu of notice.

12.7 Written notice

The Centre will, as soon as practicable, but prior to the termination of the employee's employment, give to the employee a written notice containing, among other things, the following:

- (a) The date and time of the proposed termination of the employee's employment;
- (b) Details of the monetary entitlements of the employee upon the termination of the employment including the manner and method by which those entitlements have been calculated;
- (c) Advice as to the entitlement of the employee to assistance from the Centre, including time off without loss of pay in seeking other employment, or arranging training or retraining for future employment; and
- (d) Advice as to the entitlements of the employee should the employee terminate their employment during the period of notice.

12.8 Payment in lieu treated as service

If the Centre makes payment in lieu for all or any of the period of notice prescribed by Clause 11.1 and Clause 12.2(a) of this Agreement, then the period for which such payment is made will be treated as service for the purposes of computing any service related entitlements of the employee arising under this Agreement and will be deemed to be service with the employer for the purposes of calculating long service leave entitlements.

12.9 Transfer to lower paid duties

Where an employee whose job has become redundant accepts an offer of alternative work by the Centre the rate of pay for which is less than the rate of pay for the former position, the employee will be entitled to the same period of notice of the date of commencement of work in the new position as if the employment had been terminated, and the Centre may at the Centre's option, make payment in lieu thereof of an amount equal to the difference between the former rate of pay and the new lower rate for the number of weeks of notice still owing.

Part 3 – Wages and related matters

13 Wages and classifications

13.1 Wage increase

Employees will receive the following wage increases:

- (a) 3% to be paid from the first full pay period commencing on or after 1 October 2016;
- (b) 2% to be paid from the first full pay period commencing on or after 1 October 2017;
- (c) 2% to be paid from the first full pay period commencing on or after 1 October 2018; and
- (d) 2% to be paid from the first full pay period commencing on or after 1 October 2019.

Wage rates are set out in Schedule A.

13.2 Wage incremental process

- (a) Employees will initially be employed on the first increment of the appropriate classification in the wage schedule, which is recognised as the equivalent of a training wage, unless otherwise agreed to.
- b Employees will have the opportunity to make an application to move to the second increment of the appropriate classification of the wage schedule following a competency-based assessment no less than six months after their starting date of employment.

14 Superannuation

14.1 On commencement of employment with the Centre, an employee will be immediately eligible for membership into the nominated superannuation trust of the employee or the Statewide Superannuation Trust.

14.2 The Centre will contribute the following amounts into the nominated superannuation trust of the employee or Statewide Superannuation Trust:

- (a) 10.5% of the employee's ordinary time earnings from the first full pay period commencing on or after 1 October 2016;
- (b) 11% of the employee's ordinary time earnings from the first full pay period commencing on or after 1 October 2017;
- (c) 11.5% of the employee's ordinary time earnings from the first full pay period commencing on or after 1 October 2018; and
- (d) 12% of the employee's ordinary time earnings from the first full pay period commencing on or after 1 October 2019.

Part 4 - Allowances

15 Travel on Centre's business

- 15.1 Employees may be required to travel as part of their employment.
- 15.2 An employee will not be required to use their own vehicle unless by agreement between the employee and the Director.
- 15.3 Employees required to travel in the course of their employment will use a vehicle provided by the Centre whenever it is reasonable to do so or may travel at the expense of the Centre by taxi or by public transport, or with the agreement of the Director may travel in their own vehicle.
- 15.4 An employee who travels in their own vehicle in the course of their employment with the approval of the Director will be reimbursed in accordance with the Award. Employees will be required to submit a claim providing details of the travel to substantiate their reimbursement.

16 Conferences and training courses

- 16.1 When an employee is required by the Management Committee to attend a conference or course of instruction as part of the employee's employment, the Centre will pay the cost of:
 - (a) All conference or course fees;
 - (b) All required text books and materials; and
 - (c) All other expenses incidental to attending and participating in the conference or course reasonably incurred by the employee.
- 16.2 Where meals and accommodation are provided at the conference or course of instruction the Centre will pay the cost of such meals and accommodation.
- 16.3 Where meals and accommodation are not provided at the conference or course of instruction the Centre will provide the employee with an allowance to cover those costs actually and necessarily incurred in accordance with Office for the Commissioner of Public Employment rates.

17 First aid allowance

- 17.1 An employee who has been trained to render first aid and who is the current holder of appropriate first aid qualifications will be paid a weekly allowance in accordance with the Award if they are appointed by the Centre to perform first aid duty.
- 17.2 Any costs incurred in updating qualifications will be met by the Centre on provision of a Tax Invoice from an accredited provider.

18 Higher duties allowance

- 18.1 Where an employee is appointed to relieve in a position of a higher classification for a period of one day or more the employee will be paid the rate of pay applicable to that higher classification, at the appropriate year of service, for the time so worked.
- 18.2 An employee who acts in a higher classified position for 12 months or more will receive the next increment applicable in the higher classification.

19 Meal allowance

- 19.1 Any employee who on any day is required to remain at work or to return to work after the usual finishing time will, when that additional work necessitates having a meal away from the employee's place of residence, be supplied with a suitable meal by the Centre, or be paid a meal allowance in accordance with the Award.
- 19.2 An employee required to work overtime will be allowed a meal break of not less than one half hour, to commence not more than five hours from the commencement of work or from the end of the lunch period taken.

20 Telephone expenses

Employees will be reimbursed for the cost of business calls made from their private telephone provided that the Director is provided with evidence that the costs were actually and necessarily incurred.

21 Protective clothing

Any employee who is required to perform tasks which require protective clothing will be provided with such protective clothing which the Centre will keep laundered.

22 Jury service

The Centre will reimburse the employee the difference between the amount paid in respect of attendance for such jury service and the amount of wages the employee would have received in respect to the ordinary time the employee would have worked had the employee not been on jury service. Notwithstanding the above the Centre may exercise its right to apply for the exemption of any employee from jury service.

23 Blood donors

If an employee chooses to donate blood, such employee will be granted reasonable travelling and attendance time with pay on each occasion, provided that the employee certifies that they did donate blood.

24 Infectious diseases

Where a medical practitioner has certified that an employee has contracted a prescribed infectious disease under workers' compensation laws and where the Centre is satisfied that the employee contracted the disease in the course of their duties, leave with pay not debited to personal leave will be granted, subject to any claim that the employee may have with respect to workers' compensation.

25 Influenza vaccination

Permanent part-time and full-time employees who elect to be vaccinated against influenza may have their gap costs reimbursed by the Centre subject to provision of their medical receipt. Staff are required to arrange their own vaccination appointments with a provider of their choice.

Part 5 – Hours of work, flexitime and overtime

26 Hours of work

- 26.1 The ordinary hours of work for employees other than casual or part-time employees will be 35 per week and will be worked Monday to Friday inclusive.
- 26.2 Ordinary time span of hours will be worked between 7:30am and 6:00pm.
- 26.3 Full-time employees will be expected to be in attendance at the workplace between the core hours of 9:30am and 12:00pm and between 2:00pm and 4:00pm unless prior arrangements have been approved by the Director.
- 26.4 For the purpose of part-time employees, core hours will be agreed to at the time of appointment, and part-time employees will be expected to attend for these hours unless prior arrangements have been approved by the Director.
- 26.5 Each employee will take a meal break of at least 30 minutes between the hours of 12:00pm and 2:00pm on each day Monday to Friday.
- 26.6 No employee will be required to work continuously for more than five hours without a meal break of at least 30 minutes.
- 26.7 Hourly rate – where for the purpose of any provision of this Agreement it is necessary to convert a full-time weekly wage into an hourly rate, the weekly rates prescribed in this Agreement will for the purpose of ascertaining their hourly equivalent be divided in every instance by 35.

27 Flexitime

- 27.1 Flexitime will be determined as hours worked within the ordinary hours bandwidth between 7:30am and 6:00pm Monday to Friday.
- 27.2 Employees may work up a credit of hours to a maximum of 21 hours. These hours are to be taken as flexitime hours.
- 27.3 Flexitime absences during core hours require prior approval of the Director.

28 Overtime

28.1 Overtime (other than Saturdays, Sundays, or public holidays)

- (a) Overtime is worked when a full-time employee works outside the span of ordinary time hours as prescribed in Clause 26.1 and Clause 26.2 of this Agreement.
- (b) Overtime is worked by a part-time employee when the part-time employee is required to work in excess of the employee's contracted weekly hours of work, or outside the span of hours stipulated in Clause 26.2 of this Agreement.

- (c) Overtime worked will be taken as time off in lieu of payment for overtime (TOIL) at the rate of time and a half for the first three hours and double time thereafter on any one day Monday to Friday inclusive.
- (d) Overtime will only be worked with prior authorisation from the Director.
- (e) Employees may accumulate up to a maximum of 21 hours and these hours must be taken as TOIL. An employee who works overtime who has already accrued the maximum 21 hours of TOIL will instead be paid for any overtime worked in accordance with the Award.
- (f) Notice of the requirement to work overtime should normally be given 24 hours in advance of the time that such overtime is to be worked, unless the employee otherwise agrees.
- (g) No employee who has care responsibilities will be discriminated against in the allocation of overtime.
- (h) Where an employee who has been required to work overtime ceases work at a time when usual and reasonable means of transport are not available, the employer will provide a suitable means of transport for such employee to their place of residence.
- (i) An employee recalled for duty or overtime after leaving work will accumulate TOIL as payment for overtime at penalty rates for a minimum of three hours.
- (j) When overtime work is necessary it will be so arranged that the employee has at least 10 consecutive hours off duty between the work of successive days.
- (k) An employee who works so much overtime between the termination of ordinary work on one day and the commencement of ordinary work on the next day that the employee has not had a least 10 consecutive hours off duty, between those times, will be subject to this clause, be released after completion of such overtime until the employee has had 10 consecutive hours off duty without loss of pay for ordinary working time occurring during such absence. If, on the instructions of the Director, such employee resumes or continues work without having had such 10 consecutive hours off duty the employee will accrue time off in lieu of payment for overtime at double time rates until the employee is released from duty for such period and the employee will then be entitled to be absent until such employee has had 10 consecutive hours off duty without loss of pay for ordinary working time occurring during such absence. Notwithstanding the above provisions, no employee will be required to work without that employee's consent for more than 16 hours in any period of 24 hours commencing from the time the employee started work.

28.2 Overtime (Saturdays)

- (a) All time worked on Saturday prior to 12 noon will be taken as time off in lieu (TOIL) of payment for overtime at the rate of time and a half for the first three hours and double time thereafter.
- (b) All time worked on Saturday after 12 noon will be taken as time off in lieu (TOIL) of payment for overtime at the rate of double time.
- (c) Employees who upon direction of the Director present themselves for work on Saturday will be deemed to be engaged for a minimum of three hours.

28.3 Overtime (Sundays)

- (a) All time worked on a Sunday will be taken as time off in lieu (TOIL) of payment for overtime at the rate of double time.

- (b) Employees who upon the direction of the Director present themselves for work on Sundays will be engaged for a minimum of three hours.

28.4 Overtime (public holidays)

- (a) Public holidays will be allowed to full-time and part-time employees without deduction of pay.
- (b) All time worked on a public holiday will be taken as time off in lieu (TOIL) of payment for overtime at the rate of double time and a half.

29 Lactation breaks

- 29.1 The Centre is committed to providing a positive attitude towards lactation, expressing, breastfeeding, and chestfeeding in the workplace and acknowledges that the workplace should be sufficiently flexible to permit working carers of children to choose to breastfeed, chestfeed or express milk at work or to travel for the purposes of breastfeeding or chestfeeding.
- 29.2 Such flexibilities may include but are not limited to; flexible working hours, flexibility of breaks and/or lactation breaks as required for expressing, chestfeeding, or breastfeeding.
- 29.3 Employees who are lactating will be granted two breaks during a seven hour work day (or one break for less than a seven hour work day) to a maximum of 30 minutes each to express milk, chestfeed or breastfeed. These lactation breaks will be allowed without deduction in pay. On request a clean secure room will be provided for such purpose.

Part 6 – Leave

30 Annual leave

- 30.1 Employees are entitled to annual leave and annual leave loading in accordance with the Award.
- 30.2 Nothing in this Agreement will deny the Centre the right to grant an employee one day's annual leave where a working day occurs between a weekend and a public holiday or two public holidays.

31 Personal and carer's leave

- 31.1 An employee will be granted by the Centre, paid leave not exceeding the personal and carer's leave credit of that employee computed in accordance with this clause, if they:
- (a) Are unable to attend or remain at the Centre by reason of illness; or
 - (b) Are ill while on annual leave; and
 - (i) They comply with the conditions herein; and
 - (ii) In the case of an employee on annual leave, they deliver to the Centre a certificate furnished by a legally qualified medical practitioner certifying that for the period of not less than two consecutive days specified in such certificate, the employee would have been unable to attend or remain at the Centre if the employee had been required to do so.
- 31.2 Leave granted to an employee under Clause 31.1(b) does not count as annual leave, and such leave as is taken will be debited against the personal and carer's leave credit of the employee to whom it is granted.
- 31.3 Amount of leave**
- (a) Employees will be entitled to personal and carer's leave for a period of 12 working days per year commencing on the employee's date of employment.
 - (b) A part-time employee is entitled to be granted pro rata personal and carer's leave credits based on the quantum of leave prescribed in Clause 31.3(a) for a full-time employee.
- 31.4 The entitlement under Clause 31.3 above will be cumulative.
- 31.5 The employee will notify the Centre within 24 hours from commencement of the absence of the employee's inability to attend for duty.
- 31.6 If the period of absence of an employee on the ground of illness exceeds three successive working days the employee will provide the Centre with a supporting medical certificate or other reasonable evidence of the inability to attend for duty.

32 Family and domestic violence

32.1 Family violence and work

- (a) The Centre recognises that employees sometimes face situations of violence or abuse in their personal life that may affect their attendance or performance at work. The Centre is committed to providing support to staff who experience family violence.
- (b) No adverse action will be taken against an employee if their attendance or performance at work suffers as a result of experiencing family violence.

32.2 Definition of family violence

- (a) The Centre accepts that family violence covers abuse that occurs in relationships between spouses or partners (including former spouses or partners), between people in intimate relationships, between a person and their parent, child, grandchild, grandparent, brother or sister, between members of First Nations kinship groups, other culturally recognised family groups, and between a carer and a person cared for.
- (b) Family violence includes physical, sexual, financial, verbal, or emotional abuse by a family member.

32.3 General measures

- (a) Proof of family violence may be required and can be in the form of an agreed document issued by police, a court, a doctor, a nurse, a family violence support service, or lawyer.
- (b) All personal information concerning family violence will be kept confidential in line with Centre policy and relevant legislation. No information will be kept on an employee's personnel file without their express written permission.
- (c) The Centre will develop guidelines to supplement this clause and which details the appropriate action to be taken in the event that an employee reports family violence.

32.4 Leave

- (a) An employee experiencing family violence will have access to 20 days per year (non accumulative) of paid special leave for medical appointments, legal proceedings, and other activities related to family violence. This leave will be in addition to existing leave entitlements and may be taken as consecutive days or single days or as a fraction of a day and can be taken without prior approval.
- (b) An employee who supports a person experience family violence may take carer's leave to accompany them to court, to hospital, or to mind children.

32.5 Individual support

- (a) In order to provide support to an employee experiencing family violence and to provide a safe work environment to all employees, the Centre will approve any reasonable request from an employee experiencing family violence for:
 - (i) Changes to their span of hours or patterns or hours and/or shift patterns;
 - (ii) Job redesign or changes to duties;

- (iii) A change to their telephone number or email address to avoid harassing contact; and
 - (iv) Any other appropriate measure including those available under existing provisions for family friendly and flexible work arrangements.
- (b) An employee experiencing family violence will be referred to the appropriate local specialist resources. An employee that discloses to their supervisor that they are experiencing family violence will be given information regarding support services.

33 Primary carer or birth leave

33.1 The Centre will grant paid primary carer's leave to an employee who becomes the carer of a child after giving birth, or who becomes the primary carer for a child through the birth of a child of the employee or of the employee's spouse or de facto partner, or who becomes the primary carer for a child through the placement of a child with the employee for adoption, subject to the following provisions:

- (a) That the employee has fulfilled a qualifying period of 12 months continuous employment with the Centre; and
- (b) The employee makes an application in writing to the Director for such leave that:
 - (i) Is accompanied by a medical certificate confirming the pregnancy or adoption and specifying the expected date of birth or placement; and
 - (ii) Specifies the dates of commencement and conclusion of the proposed period of leave.

33.2 The period of leave granted under this clause may commence from the date of the medical certification of pregnancy, or formal confirmation of adoption, and may extend for a total period of up to 52 weeks.

33.3 Where the employee is employed on a fixed-term contract that expires before the end of the 52 weeks leave entitlement, that employee will not have the right to return to their former position.

33.4 Of the leave granted in accordance with this clause, 18 weeks will be with pay and the remainder will be without pay for the whole period, provided that an employee entitled to annual leave or long service leave may take all or any part of these entitlements during the period of leave granted under this clause.

33.5 There will be no minimum period of leave to be taken by an employee in respect of a birth or adoption.

33.6 An employee on paid leave pursuant to this clause may be granted personal leave of up to a total of 12 days with pay to the extent of credits available them for:

- (a) Any significant abnormal medical conditions experienced by the employee and arising during pregnancy or following birth of the child;
- (b) Other illnesses not connected with pregnancy which occur during the period of paid leave.

Any such application for personal leave must be supported by a medical certificate which will certify to the matters required in Clause 33.6(a) and Clause 33.6(b) above.

33.7 An employee who has been granted leave under this clause will give the Centre at least four weeks' notice in writing of the date on which they seek to resume duty.

- 33.8 The Centre will provide the employee upon return from leave under this clause with employment in the same position as that occupied by the employee immediately prior to the commencement of leave. Any restructuring of the work place that may affect the employee's position whilst the employee is on leave will occur, where possible, in consultation with that employee. In the event of restructuring of the office the Centre will provide the employee upon return from leave with employment in a comparable position to that occupied immediately prior to the commencement of leave.
- 33.9 Where an employee wishes to vary the nature or conditions of their employment upon return from leave taken under this clause the Centre may, but will not be obliged to, do so.
- 33.10 Where an employee having commenced leave under this clause wishes to vary the date of the conclusion of such leave, the leave may be lengthened once by the employee giving the employer not less than 14 days' notice in writing, stating the period by which the employee requires the leave to be lengthened; or the leave may be lengthened or shortened by agreement between the employee and the Centre. The variation of leave will not extend the entitlement beyond 52 weeks.
- 33.11 Where in the opinion of a duly qualified medical practitioner illness or risks arising out of pregnancy or hazards connected with the work assigned to a pregnant employee make it inadvisable for the employee to continue at her present work, the employee will, if the Centre deems it practicable, be transferred to a safe job at the rate and on the conditions attached to that job.
- 33.12 A replacement employee is an employee specifically engaged as such and as a result of an employee proceeding on leave under this clause.
- 33.13 Before the Centre engages a replacement employee under this sub clause, the employer will inform that person of the temporary nature of the employment and of the rights of the employee who is being replaced.
- 33.15 An employee who has not fulfilled a qualifying period of 12 months continuous service and who wishes to take leave associated with the assumption of care for a child may apply for leave without pay under the provisions of Clause 39.

34 Parental leave

- 34.1 Parental leave is unpaid leave for the purpose of caring for children.
- 34.2 'Child' in this Section means a natural child, a step-child, an adopted or fostered child, or any other child for whose care a staff member has accepted responsibility.
- 34.3 Staff excepting casual staff will be eligible for parental leave.
- 34.4 The employee must have fulfilled a qualifying period of 12 months continuous employment with the Centre to be eligible for parental leave.
- 34.5 A staff member who gives birth to a child will be entitled, in addition to the primary carer or birth leave pursuant to Clause 33, to a further period of leave without pay as will bring the aggregate of leave to a period not exceeding two years. Such leave without pay will be taken within the period from six weeks before the expected date of delivery to five years after the birth of the child. Such leave will apply to the birth of each child and will not be accumulated in the case of successive births. Notwithstanding the above, the Centre may, at its discretion, grant a further period of leave without pay not exceeding 12 months.
- 34.6 A staff member who submits a Statutory Declaration that they have assumed or expect to assume, through birth or placement, responsibility for the care of a child, will be entitled to leave without pay for a continuous period not exceeding two years during the period commencing two weeks prior to the birth or placement and concluding five years after the birth or placement of a child. This leave

will apply to the birth of each child and will not be accumulated in the case of successive births. Notwithstanding the above, the Centre may, at its discretion, grant a further period of leave not exceeding 12 months.

- 34.8 An employee on parental leave may use accrued annual leave and long service leave credits to cover payments for the period of leave.
- 34.9 An employee on parental leave may use accrued personal leave to cover payments for the period of leave with the usual requirements regarding the submission of medical certificates applying.
- 34.10 Employees notifying their intention to take leave pursuant to this clause will normally give not less than one month's notice, unless otherwise agreed with the Centre.
- 34.11 A replacement employee is an employee specifically engaged as such and as a result of an employee proceeding on parental leave.
- 34.12 Before the Centre engages a replacement employee under this clause, the employer will inform that person of the temporary nature of the employment and of the rights of the employee who is being replaced.
- 34.13 Before the Centre engages a person to replace an employee temporarily promoted or transferred in order to replace an employee exercising their rights under this clause, the Centre will inform that person of the temporary nature of the promotion or transfer and of the rights of the employee who is being replaced.
- 34.14 An employee who has not fulfilled a qualifying period of 12 months continuous service and who wishes to take leave for parental purposes may apply for leave without pay under the provisions of Clause 39.

35 Family responsibilities leave

- 35.1 An employee with responsibilities in relation to either members of their family (as defined in Clause 7) or members of their household who need their care and support will be entitled to use, in accordance with this clause, any paid leave entitlement owing to them for absences to provide care and support for such persons when required.
- 35.2 The intention of this clause is to allow any employee of the Centre to access their leave entitlements to attend to matters of family responsibility. It is the choice of the employee concerned to determine from which part of their personal leave excluding long service leave, they wish to access approved leave for family responsibilities.
- 35.3 The employee will, if required, establish by production of a medical certificate or statutory declaration, the need for care of the person concerned.
- 35.4 This entitlement is subject to:
 - (a) The employee being responsible for the care and/or support of the person concerned; and
 - (b) The person concerned being either:
 - i) A member of the employee's family (as defined in Clause 7); or
 - (ii) A member of the employee's household or extended family.
 - (c) The employee will, 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 the taking of such leave and the estimated length of absence.

If it is not practicable for the employee to give such prior notice of absence the employee will notify the employer by telephone of such absence at the first opportunity on the day of absence.

36 Study leave

36.1 Upon the written authorisation of the Management Committee employees will be allowed leave with full pay to attend skill development courses, degree, diploma, or certificate courses, or training programs on the following conditions:

- (a) That the scope, content and level of the course are such as to enhance the skills of the employee and they enable the development of such other skills as can contribute to the achievement of the objectives of the Centre and the employee can demonstrate this to the Management Committee.
- (b) That leave of absence granted under this clause will be counted as service for all purposes;
- (c) That an employee who has been granted leave under this section may be required to furnish proof of attendance at the course.

36.2 The Centre may, based on policy and criteria established by the Management Committee, be required as a condition of the undertaking of the course or program to pay for any essential course costs incurred by the participating employee. These may include but are not limited to such costs as tuition fees, required course materials or equipment, and traveling time.

36.3 The employee may be required to furnish proof of the essential nature of such costs or charges.

36.4 The Centre will allow paid time for this purpose of up to five hours per week plus up to two and a half hours traveling time unless otherwise agreed between the employee and the Management Committee.

37 Special leave with pay

A minimum of three days special leave with pay will be allocated to each employee at the anniversary of their commencement each year. The purpose of this leave is to allow employees to be absent because of matters of urgent or pressing necessity that require the personal attention of the employee during work hours. special leave with pay can only accumulate for up to two years.

38 Bereavement leave

38.1 An employee will have the right of up to five working days per year as bereavement leave on the occasion of the death of a person significant to that employee.

38.2 Where the deceased resides overseas and where it is necessary for the employee to make arrangements as a consequence of such death, the employee may combine any accrued paid leave with unpaid leave for a period of no more than one month. Any extension of unpaid bereavement leave will be by negotiation with the Director of the Centre, having due regard for the operational requirements of the organisation.

39 Leave without pay

- 39.1 Any employee may apply to the Management Committee for leave without pay up to a maximum of 12 months. Leave may be granted at the Committee's discretion. Leave of one month or less will count as service in respect of the employee's long service leave and for the employee's annual salary increment.
- 39.2 An extraordinary meeting of the Executive will be called to consider an application for leave if an ordinary meeting of the Management Committee is not scheduled to occur within five days of the request being received.
- 39.3 Where the leave without pay requested is 15 days or less then it can be approved by the Director.
- 39.4 If the leave without pay of 15 days or less is not approved then this decision can be appealed by taking the request to the Management Committee. An extraordinary meeting of the Executive will be called to consider the appeal if an ordinary meeting of the Management Committee is not scheduled to occur within five days of the application being rejected by the Director.
- 39.5 In considering any application for leave without pay the Management Committee, Executive, Chairperson and/or Director will take into account:
- (a) The operational arrangements and practicalities for the Centre of granting such leave; and
 - (b) The length of service of the applicant.
- 39.6 An application for leave without pay is to be made in writing to the Director for up to 15 days and to the Management Committee for leave over 15 days. Unless an exceptional circumstance exists the application is to be made no less than one month prior to the intended commencement of such leave.
- 39.7 The Director of the Centre must address an application for personal leave without pay of 15 days or less to the Chairperson of the Management Committee and it will be considered as per the clauses outlined above. If the request is denied the decision can be appealed by taking the request to the Management Committee for consideration. If an ordinary meeting of the Management Committee is not scheduled to occur within five working days of the request being denied then an extraordinary meeting of the Executive will be called to deal with the matter.
- 39.8 Any application from the Director of the Centre for personal leave without pay greater than 15 days will be directed to the Management Committee for consideration. If an ordinary meeting of the Management Committee is not scheduled to occur within five working days of the request an extraordinary meeting of the Executive will be called to deal with the matter.
- 39.9 In circumstances where the application for leave without pay is declined, the employee or Director reserves their right to access the dispute settling procedures outlined in Clause 46.

40 Cultural and religious leave

40.1 Aboriginal and Torres Strait Islander employees

For the purpose of this clause an Aboriginal or Torres Strait Islander employee is a person who identifies as a First Nations, Aboriginal, and/or Torres Strait Islander person and is regarded as such by members of their community.

40.2 Aboriginal and Torres Strait Islander peoples' Self Determination

The parties to this Agreement recognise the right to self-determination of Aboriginal and Torres Strait Islander peoples.

40.3 Bereavement leave

In addition to the leave entitlements contained in Clause 30 and Clause 31 of this Agreement an Aboriginal or Torres Strait Islander employee will have the right of up to five working days per year as bereavement leave on the occasion of the death of a person significant to that employee.

40.4 NAIDOC Week

- (a) NAIDOC Week will mean the week in July formally recognised as NAIDOC Week and during which NAIDOC Week activities occur.
- (b) The employer may, upon application by an Aboriginal or Torres Strait Islander employee, grant time off without loss of pay so that they may attend official celebrations and activities that occur during NAIDOC Week. In considering an application the Centre will take into account the operational requirements of the organisation. Notwithstanding, the discretion to grant time off without loss of pay rests solely with the employer.

40.5 Ceremonial leave

An Aboriginal or Torres Strait Islander employee who is legitimately required by cultural tradition to be absent from work for ceremonial purposes will be entitled to up to 10 days unpaid leave in any one year for this purpose, provided leave is granted only with the authority of the Director.

40.6 Other employees - cultural holidays, alternative religious ceremonies and ceremonial leave.

- (a) Employees may have access of up to 10 days unpaid leave in any one year for the purposes of cultural holidays, alternative religious leave and ceremonial leave.
- (b) Employees are to nominate and seek approval for these days prior to the commencement of the financial year.

40.7 Authority to grant leave

The Director of the Centre has the authority to grant leave for religious and cultural leave having due regard for the operational requirements of the organisation.

41 Work health and safety leave

41.1 An employee who is the Work Health and Safety Representative or the Deputy Work Health and Safety Representative will be entitled to five days per year paid leave to attend Work Health Safety and Welfare Training.

41.2 The Centre's Work Health Safety Policy will be reviewed annually.

41.3 The Work Health & Safety Representative will be elected annually by the employees and has the rights, responsibilities and authority given to the position under the *Work Health and Safety Act 2012* (SA).

41.4 Management will provide time and opportunities for the Work Health and Safety Representative to consult with employees and management on issues of health, safety and welfare in the Centre.

42 Long service leave

42.1 The definition of 'service' for all purposes within this clause is deemed to include all time taken as primary carer or birth leave, or as parental leave, whether or not such leave is paid or unpaid.

42.2 Long service leave will accrue at a rate of 1.3 weeks for each completed year of service up to five years.

42.2 Employees will be entitled to take accrued long service leave after the completion of five years of service.

42.3 An employee who terminates their service or whose employment is terminated for any cause other than serious or wilful misconduct after completing five years continuous service is entitled to a payment equal to 1.3 weeks in respect of each completed year of service up to five years and 2.6 weeks in respect of each completed year of service over five years.

42.4 Long service leave will then accrue at a rate of 2.6 weeks for each completed year of service over five years.

42.5 Current entitlements to long service leave will remain as accrued to that date and the new accrual rates will be implemented as from the anniversary of each employee.

42.6 The Centre's Management Committee will develop policies and procedures, in consultation with staff to govern the taking of long service leave. Any policies or procedures will take into consideration the *Long Service Leave Act 1987* (SA), and the operational requirements of the Centre.

43 End of year close down

Leave with pay without deduction from annual leave credits will be granted to employees, except casual employees, of the Centre in respect of two weeks over the Christmas/New Year close-down period, including Christmas Day, New Year's Day, and all public holidays.

44 Employee development system

44.1 The Centre will allocate an amount of 3% of the total annual salary budget for the purpose of staff training and development in each financial year.

44.2 The Centre will develop an annual training plan to be agreed between the Management Committee and staff. The training plan will include priority for the allocation of the training budget.

44.3 The Centre will close for one day every six months for the purpose of team building and/or staff development.

Part 7 - Consultation procedures and dispute resolution

45 Consultation procedures

- 45.1 In the event that the Centre is satisfied that a situation may occur which will significantly affect the employment of employees covered by this Agreement, or in the event that the Centre proposes to change an employee's regular roster or ordinary hours of work, the Centre will immediately notify the relevant employees and the Union of the potential situation before it makes any decision.
- 45.2 'Significantly affect' will mean the termination of employment, changes in the composition, operation, or size of the workforce or in the skills required, the elimination or diminution of job opportunities, promotional opportunities, job tenure or the use of skills, the alteration of work, the need for retraining or transfer of employees to other work or locations, the loss or reduction of working hours or income of employees, or the introduction of technological change.
- 45.3 As soon as possible after the Centre has notified the Union in accordance with Clause 45.1 of this Agreement, the Centre will hold discussions with the Union and the employees affected on the nature and extent of the likely significant affects, the proposed changes, the reasons behind them, any alternative proposals which may eliminate or lessen significant effects and the procedures and continuity which will apply in relation to affected employees. The Centre will invite the Union and affected employees to give their views about the impact of the proposed change (including any impact in relation to their family or caring responsibilities) and will give consideration to any views about the impact of the proposed change that are given by the employees concerned and the Union.
- 45.4 For the purposes of such discussions, the Centre will provide in writing to the Union and the employees affected 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 the Centre is not required to disclose confidential information the disclosure of which would be contrary to the Centre's interests.
- 45.5 In providing information to the employees and the Union the Centre will indicate the sources thereof and provide such technical data as will allow evaluation of the likely significant effects of any proposal for change on the relevant employees. The information divulged pursuant to this clause will not be used for any purpose other than the making of the said evaluation.
- 45.6 All notifications and information will be addressed in writing to the Secretary of the Union or to such other official as is designated by the Secretary.
- 45.7 All notifications and information provided to employees will be in writing.

46 Disputes settling procedure

- 46.1 The following procedures will apply and be adhered to in the case of any dispute which arises in relation to this Agreement, the Award, or any other employment matter.
- 46.2 The matter must first be discussed between the affected employee(s) and the immediate supervisor and the Union Office Representative.
- 46.3 If the dispute remains unresolved, the affected employee(s) or the Centre may elect to involve a paid official of the Union in discussions with the Centre.

- 46.4 Should the dispute still remain unresolved, the matter may be referred by either of the parties to the Fair Work Commission for resolution.
- 46.5 Where agreement has been reached in the resolution of the dispute, the terms of such agreement will be outlined in writing and signed by the affected employee(s) and a representative of the Centre.
- 46.6 An employee may appoint the Union to represent them for the purposes of this clause.

47 Consultative committee

- 47.1 A Consultative Committee, comprising two employee representatives and two management representatives will meet a minimum of three times each year. The role of the Committee will be to oversee the implementation of this Agreement and to negotiate other issues including, but not limited to, the following:
 - (a) Reviewing the Centre's services and activities;
 - (b) Reviewing current work practices and identifying areas for improvement;
 - (c) Planning and implementing changes to work practices;
 - (d) Undertaking staff performance appraisal and development;
 - (e) Further developing activity statistics and reporting;
 - (f) Developing workload monitoring tools;
 - (g) Developing service criteria and standards, including case management, group work and community development (general and for specific target groups of women);
 - (h) Measuring results and considering further opportunities for improving productivity;
 - (i) Reviewing time-in-lieu and flexitime provisions, record keeping and scheduling;
 - (j) Team building;
 - (k) Introducing volunteers;
 - (l) Introducing client support groups;
 - (m) Reviewing and developing information and resources for staff, case work clients and clients generally;
 - (n) Introducing internships within the Centre for personnel from other organisations;
 - (o) Reviewing the promotion and marketing of the Centre;
 - (p) Developing and implementing human resource and administrative policies;
 - (q) Reviewing and developing initiatives to further enhance work and family provisions;
 - (r) Considering any new classifications for new employees whose duties are not consistent with the existing wage rates and duties.

48 Employee representation

An employee may, for the purposes of Clause 45 or Clause 46, appoint a representative of their choice and those clauses will be interpreted accordingly.

49 Negotiation for a new Agreement

The parties agree to commence negotiations on a new Agreement three months prior to the expiration of this Agreement.

Part 8 - Union related matters

50 Union membership

The Centre will not discriminate against employees on the basis of Union membership and will not place undue pressure on employees to either become or to cease being a Union member. The Centre recognises the need for unions within the Australian industrial system to balance the bargaining power of employers and workers. The Centre promotes union membership and regards it as particularly important for women workers. The Centre recognises the Union as that which covers employees of the Centre.

51 Union training leave

51.1 Employees, who are Union members, will be entitled to paid trade Union study leave of up to 10 days per year, and in respect of an accredited Union Representative, an additional five days per year.

51.2 Clause 51.1 will be subject to the following conditions at the discretion of the Director of the Centre:

- (a) Not less than four weeks' notice will be given by the employee to the employer of the date of commencement of the training course and the period over which the course is to be conducted unless otherwise agreed by the employee and the employer.
- (b) The Centre must be able to make adequate staffing arrangements during the period of such leave.
- (c) An employee will have completed a period of twelve months service with the Centre before becoming eligible for the leave, unless that employee is the accredited Union Representative.
- (d) At any one time, no more than one employee of the Centre will be on leave pursuant to this clause unless otherwise agreed.

51.3 Leave taken pursuant to this clause will be counted as continuous service for all purposes of the Agreement and for the purposes of long service leave entitlements.

52 Union representative

52.1 The Centre will recognise the existence of a member elected Union Representative and afford the following rights:-

52.2 The right of the Union Representative to approach or be approached by a member at any time during working hours for the purpose of discussing any matters relating to the member's employment.

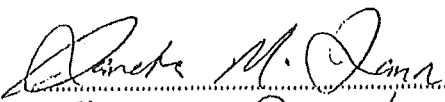
52.3 The right of the Union Representative to make enquiries and representations on behalf of member(s).


52.4 The right of the Union Representative to call meetings of not more than one hour's duration on the job at any time provided the Director is advised beforehand.

- 52.5 The right of the Union Representative to have reasonable access to telephone and secretarial assistance for the purpose of conducting official Union business.
- 52.6 The right to have all Agreements and arrangements negotiated with the Centre put in writing.
- 52.7 The Centre will allow up to a maximum of three of their employees being members of the Union to attend to Union business as a Consultative Committee for up to two hours on an 'as needs' basis in paid working time.
- 52.8 From amongst their number a convener will be elected and will be recognised as such by the Centre, who will be given reasonable time during working hours to perform union business provided that if the time required away from a work station is in excess of 30 minutes on any one occasion, prior notification will be given to the Director.

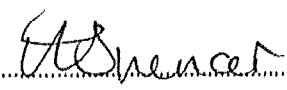
Part 9 – Signatures

SIGNED ON BEHALF OF THE
WORKING WOMEN'S CENTRE
INC (ABN 54 253 257 443)

Signature: 
Name: Sandra Dain
Authority: Executive Officer, Working Women's Centre Inc
Address: Working Women's Centre Inc
PO Box 8066 Station Arcade
ADELAIDE SA 5000
Date: 24/07/2018

Signature: 
Name: Michelle Hogan
Authority: Office Bearer, Working Women's Centre Inc
Address: PO Box 8066
Station Arcade
Adelaide SA 5000
Date: 26/7/18

SIGNED ON BEHALF OF THE
EMPLOYEES COVERED BY
THE AGREEMENT

Signature: 
Name: Abbie Spencer
Authority: Branch Secretary, Australian Services Union SA and NT
Address: 185-186 Fullarton Road
DULWICH SA 5065
Date: 30/7/18

Schedule A – Wage rates

Job Title	Current	From 1 October 2016 (3% increase)	From 1 October 2017 (2% increase)	From 1 October 2018 (2% increase)	From 1 October 2019 (2% increase)
Relief Receptionist Clerk					
	48,729	50,191	51,195	52,219	53,263
Client Services Administration Officer					
Increment 1	59,738	61,530	62,761	64,016	65,297
Increment 2	64,571	66,508	67,838	69,195	70,579
Project Officer					
Increment 1	79,560	81,947	83,586	85,257	86,963
Increment 2	82,366	84,837	86,534	88,264	90,030
Industrial Officer					
Increment 1	79,560	81,947	83,586	85,257	86,963
Increment 2	82,366	84,837	86,534	88,264	90,030
Director					
Increment 1	97,494	100,418	102,427	104,475	106,565
Increment 2	102,553	105,629	107,742	109,897	112,095

IN THE FAIR WORK COMMISSION

FWC Matter No: AG 2018/3484

Applicant: Working Women's Centre SA Inc

Section 185 – Application for approval of a single enterprise agreement

Undertaking- Section 190

I, Jaspreet Kaur, Acting Director, on behalf of Working Women's Centre SA Inc give the following undertakings with respect to the Working Women's Centre Inc Enterprise Agreement (the Agreement):

1. I have the authority given to me by Working Women's Centre SA Inc to provide this undertaking in relation to the application before the Fair Work Commission.
2. Clause 46 'Dispute settling Procedure' will also apply to matters raised under the National Employment Standards (NES).
3. Clause 31.1 (a) regarding Personal and Carer's Leave will be replaced with the following wording:
'are not fit for work because of a personal illness or personal injury, affecting the employee; or
to provide care or support to a member of the employee's immediate family, or a member of the employee's household, who requires care of support because of:
 - a personal illness, or personal injury, affecting the member; or
 - an unexpected emergency affecting the member.'
4. Clause 34.3 will be replaced with the following clause:
'Casual employees will be entitled to parental leave in accordance with the National Employment Standards'.
5. The Working Women's Centre SA undertakes that any entitlement provided at Clause 12 will apply where the employee's employment is terminated:
 - (a) at the employer's initiative because the employer no longer requires the job done by the employee to be done by anyone, except where this is due to the ordinary and customary turnover of labour; or
 - (b) because of the insolvency or bankruptcy of the employer.
6. Clause 28.1 Overtime: Any TOIL accrued and not taken at the end of an employment relationship will be paid to the employee at overtime penalty rates prescribed at Section 28.1 of the *Social, Community, Home Care and Disability Services Industry Award 2010*.

7. These undertakings are provided on the basis of issues raised by the Commissioner in the application before the Fair Work Commission (the Commission), and will be attached to the Agreement if approved by the Commission.



Signature

JASPREET KAUR

Name

ACTING DIRECTOR

Title

16 NOVEMBER 2018

Date