

ENTERPRISE AGREEMENT

NO. EA 98/196
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DATE REGISTERED 10.7.98
.....

PRICE \$ 22
.....

**REGISTER OF
ENTERPRISE AGREEMENTS**

ENTERPRISE AGREEMENT NO: EA98/196

TITLE: Valleys to Plateau Community Support Staff Enterprise Agreement

I.R.C. NO: 98/1469

DATE APPROVED/COMMENCEMENT: 10 July 1998

TERM: 36 months

**NEW AGREEMENT OR
VARIATION: New. Replaces EA 94/120.**

GAZETTAL REFERENCE:

DATE TERMINATED:

NUMBER OF PAGES: 11

COVERAGE/DESCRIPTION OF

EMPLOYEES: Applies to all part-time employees in the classifications of Community Support Worker, Community Support Co-ordinator and House Manager.

PARTIES: Valleys to Plateau Accommodation Support Inc -&- Jacki Alaban, Rachel Andrews, Richard Barber, Brenda Baxman, Peter Bindoff, Noni Buchanan, Megan Cartwright, Marcelle Cash, Jann Davis, Phillip Hardge, Julie Heaney, Brad Hollis, Glenn Irvine, Kim Jeffrey, Paul Jurjens, Lynette Le'Gallais, John Loren, Graham Lovett, Ross Macleay, Cheryl Macourt, Paul Magill, Ruth Maitland, Phillip McCarthy, Sharon McPherson, Gillian Morrison, Gillian Murnane, Patricia Trish Newman, Robyn Noble, Jen O'Reilly, Sue Parkhill, Helen Parnell, Jann Piesse, Erica Piggot, Lisa Pritchard, Gaye Rofe, Mike Sailer, Heather Schembri, Carolyn Slade, John Stewart, David Tredinnick, Jen Tredinnick, Kim Willemsen, Kyleigh Wright



INDUSTRIAL RELATIONS ACT 1996. (NSW)



VALLEYS TO PLATEAU
COMMUNITY SUPPORT STAFF
ENTERPRISE AGREEMENT

MADE BETWEEN:

VALLEYS TO PLATEAU COMMUNITY SUPPORT
SERVICES INCORPORATED AND THEIR EMPLOYEES IN
THE CLASSIFICATIONS OF COMMUNITY SUPPORT
WORKER, HOUSE MANAGER AND COMMUNITY
SUPPORT CO-ORDINATOR

APRIL 1998

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1. TITLE:

1:1 This agreement shall be known as the VALLEYS TO PLATEAU COMMUNITY SUPPORT STAFF ENTERPRISE AGREEMENT and shall be referred to in this document as the Enterprise Agreement.

Registered
Enterprise Agreement
Industrial Registrar

2. PARTIES:

2:1 The parties to this Enterprise Agreement shall be Valleys to Plateau Community Support Services Incorporated (Employers) and their part-time employees in the classifications of Community Support Worker, Community Support Co-ordinator and House Manager (Employees)

3. DEFINITIONS:

“Act” shall mean the *Industrial Relations Act* 1996 (NSW) unless otherwise defined.

“Award” shall mean the Social and Community Services Award (NSW).

“Community Support Worker” shall mean an employee who performs duties of a complex and varied nature, related to the services provided by the employer. The duties performed may be delivered to an individual or a group within a community and may include people with a disability and people who are frail and aged. A community support worker will be required to assist people with disabilities and other service users to maintain a high level of independence and access a life style of their choice.

“Community Support Co-ordinator” shall mean a community support worker who performs supervisory duties in addition to their normal duties. Community support co-ordinators will be expected to perform duties associated with staff appraisals and make reports and recommendations upon service delivery generally.

“House Manager” shall mean a community support worker who in addition to their normal duties, manages a facility or house where services are provided. House managers are expected to perform duties associated with the effective and efficient delivery of services in a specified facility or location.

“Employee” shall mean any person engaged by Valleys to Plateau Community Support Services Incorporated on a part time basis.

“Four week period” shall mean a 28 day period commencing on the first Thursday of January 1998 and continuing until the expiration of this Enterprise Agreement.” shall

“Average weekly hours” mean the average weekly hours worked over a 52 week period. The 52 week period shall commence on the date of engagement and the anniversary of that date thereafter.

“Service user” shall mean any person who is a client of the employer or utilises any service or services of the employer.

“late evening shift” shall mean any shift commencing at or later 10.00 PM. and before 6.00 AM.

4. TERMS OF ENGAGEMENT:

4:1 Employees shall be provided with a copy of this agreement.

4:2 The employer shall provide each employee with a written job description and duty statement.

4:3 Each employee shall serve a probationary period commencing on the date of engagement and completing 12 weeks thereafter. During the probationary period the provisions of Section (23) of this Enterprise Agreement shall not apply.

5. PART TIME EMPLOYEES:

5:1 A part time employee shall mean an employee who works less than 160 hours in a four week period.

5:2 Provisions and entitlements of this Enterprise Agreement shall apply to part time workers on a pro-rata basis.

5:3 In the case of periods of employment which are less than a year, pro-rata entitlements shall be calculated on the basis of average weekly hours worked.

6. PAYMENT OF WAGES:

6:1 Wages shall be paid fortnightly by electronic funds transfer by agreement of a majority of employees and the employer.

6:2 The employer may deduct from amounts due to an employee such amounts as are authorised in writing by the employee.

6:3 The employer shall deduct income tax as required by the Australian Taxation Office.

6:4 On pay days the employer shall provide each employee with a statement of gross salary, allowances, deductions as authorised and nett pay.

6:5 Wages shall be paid in arrears on the day following the end of the pay period. Nett pay will be deposited in the employee's account as agreed in (6:1) above.

7. TIME SHEETS:

7:1 Hours worked and allowances claimed shall be recorded on time sheets provided by the employer.

7:2 Completed time sheets signed by a Community Support Co-ordinator or other authorised person shall be deposited at the office of the employer before 9:00 AM. on pay days.

7:3 Completed and approved time sheets may be faxed to the office of the employer provided that the original form is given to the employer within 24 hrs. of the time sheet being due.

8. SUPERANNUATION:

8:1 In this section "employee" shall mean any Community Support Worker, Community Support Co-ordinator or House Manager whose average gross earnings, excluding allowances exceeds \$450.00 per four week period.

"Employer" shall mean Valleys to Plateau Community Support Services Incorporated.

"Superannuation Fund" shall mean the Hesta Super Fund or any other Superannuation plan nominated by the employee.

"Act and regulations" shall mean the Occupational *Superannuation Standards Act* 1987 and the regulations made under that Act as amended from time to time.

8:2 **Contributions:** The employer shall contribute to the Superannuation fund an amount equivalent to 6% of gross monthly earnings for each employee. Any amendment to the percentage payable shall be paid automatically by the employer.

Registered
Enterprise Agreement
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Such contributions shall be made to the Superannuation Fund in the manner and at the times specified by the terms of the fund or in accordance with any agreement between the employer and the trustee of the fund.

8:3 Fund membership:

(a) On engagement, and for existing employees, the employer shall make employees aware of their entitlements under this clause and offer the employee the opportunity to become a member of the fund. The employer shall provide employees with full details of the fund. An employee shall be required to properly complete the necessary application forms to become a member of the fund.

(b) The employer shall make contributions in accordance with Section 8:2 of this Enterprise Agreement on behalf of all eligible employees once such employees complete and submit the necessary forms to the fund.

(c) Where employees are not members of the fund, but eligible to join, the employer shall remind them in writing of their entitlement each three months from their date of engagement.

8:4 Absence from work:

Subject to the trust deed of the fund of which the employee is a member, absences from work shall be treated as follows:

Paid leave- Contributions shall continue whilst a member is absent on paid leave such as annual leave, long service leave, public holidays, jury service, sick leave or bereavement leave.

Unpaid leave- Contributions shall not be required to be made in respect of any absence from work without pay.

Work related injury or sickness- In the event of an eligible employees absence from work due to work related injury or sickness, contributions shall continue for the period of the absence (subject to a limit of 52 weeks total absence for each injury or sickness) provided that the member of the fund (employee) is receiving payments pursuant to Worker's compensation legislation.

9. HOURS OF WORK:

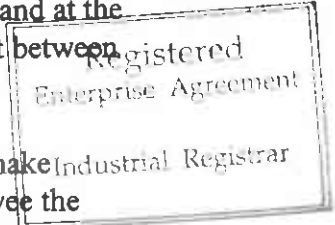
9:1 The ordinary hours of work in a four week period exclusive of meal breaks shall not exceed 160 for a full time employee and shall be less than 160 for part time employees.

9:2 The hours of work for each employee shall be promulgated in advance by the employer in roster format. The roster shall be accessible to employees one week prior to the commencement of the roster.

9:3 In compiling the hours of work for each employee the employer shall take into consideration reasonable requests by the employee. Irregular periods of non-availability of an employee due to unforeseen and unavoidable circumstances shall not disadvantage an employee in relation to future rostering.

9:4 In rostering shifts for an employee a minimum break between shifts of 6 (six) hours shall be observed.

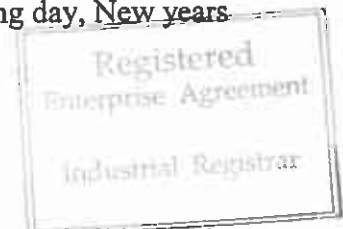
9:5 Where a shift is unexpectedly extended beyond the rostered completion time, the employer shall arrange for a replacement worker within 1 (one) hour of notification.



10. PUBLIC HOLIDAYS:

10:1 An employee rostered to work on Christmas day, Boxing day, New years day or Good Friday shall be paid as follows:

Christmas day	Double time
Boxing day	Time and a half
New years day	Time and a half
Good Friday	Time and a half



10:2 An employee rostered to work on any other public holiday shall be paid at ordinary rates.

10:3 Employees who wish to be rostered off on a particular public holiday shall advise the employer in writing. Such advice shall be given one month before the commencement date of the roster in which the public holiday occurs.

11. SLEEPOVER SHIFTS:

An employee engaged on a sleepover shift shall, in addition to the normal payment for that shift, be paid an allowance equivalent to 3 hrs. pay at ordinary rates. Agreed minimum payments shall apply to these shifts.

12. ANNUAL LEAVE:

As per the *Annual Holidays Act 1944* (NSW).

13. ANNUAL LEAVE LOADING:

13:1 An entitlement to an annual leave loading of 17.5 % shall arise after each completed year of service.

13:2 The annual leave loading shall apply to holiday pay for annual leave actually taken by the employee.

13:3 No pro-rata entitlement to annual leave loading arises on termination of employment.

14. RATES OF PAY:

14:1 The hourly rates of pay shall be in accordance with the following table.

Classification	Hourly rate
Community Support Worker First year	\$11.80
House Manager First year	\$13.70
Community Support Co-ordinator First year	\$14.90

14:2 In addition to the above rates and subject to a satisfactory staff appraisal outcome an annual increment of \$1.00 per hour shall be payable.

14:3 Entitlement to annual increments shall continue for five years.

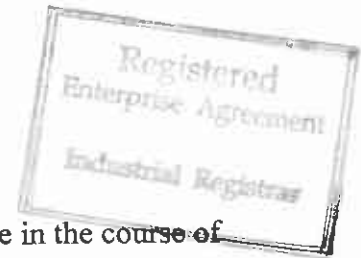
14:4 Any increment deferred because of an unsatisfactory staff appraisal outcome shall be reviewed after 2 months. If after three such reviews the employee still fails to achieve a satisfactory staff appraisal outcome entitlement to the increment shall be lost.

15. OVERTIME:

15:1. Overtime shall not be worked without express permission of the Manager Support Services.

15:2. Overtime worked in accordance with (15.1) will be compensated by granting of leave in lieu. Leave in lieu accumulated under this section may be

added to annual leave.



16. ALLOWANCES:

16:1 When an employee is required to use their own vehicle in the course of their duty an allowance of 41 cents per kilometre travelled shall be paid.

16:2 Entitlement to this allowance shall not arise when travelling to and from work or between work locations.

16:3 When employees are required to live away from home in order to fulfil a particular work assignment they shall be reimbursed the actual costs incurred for meals travel and accommodation.

16:4 When an employee is directed to perform work in a higher classification, for more than one shift in a four week period an allowance, equivalent to the difference in the relevant hourly rates, shall be added to the hourly rate for the hours so worked.

16:5 When an employee performs a late evening shift payment for a minimum of two hours at ordinary rates shall be made.

16:6 When an employee is called upon to perform a shift in an emergency situation a 20% loading shall be added to the rate for the hours so worked. In addition payment for the kilometres travelled in accordance with section (16:1) shall be paid.

17. SICK LEAVE:

17:1 On completion of one years service employees shall be entitled to paid sick leave in accordance with the following table:

Average weekly hours	Sick leave entitlement
Over 30 hours	10 days per year. (80 hours)
Over 20 hours	5 days per year.(40 hours)
Over 10 hours	5 days per year.(40 hours)

17:2 Untaken sick leave shall accumulate for a maximum of five years.

17:3 No payment for untaken sick leave shall be made on retirement or termination,

17:4 When an absence due to an injury or illness exceeds 24 hrs. a medical certificate shall be provided by the employee.

18. PARENTAL LEAVE:

In accordance with the provisions of the *Industrial Relations Act 1996* (NSW).

19. LONG SERVICE LEAVE:

In accordance with the *Long Service Leave Act 1955* (NSW).

20. SPECIAL LEAVE:

In the case of domestic or other pressing necessity the employee shall be entitled to up to five days unpaid leave in each 52 week period, to be taken at mutually agreed times, provided that any request for such leave shall not be unreasonably refused by the employer.

21. BEREAVEMENT LEAVE:

An employee shall on the death of a person with whom the employee is in a bona-fide domestic relationship (e.g. spouse) or parent, child, brother, sister

grandparent, father or mother-in-law be entitled on notice to leave up to and including the day of the funeral of such person and such leave shall be taken without deduction of pay for a period not exceeding the number of hours worked by the employee in two ordinary days work. Reasonable proof of such death shall be furnished by the Registered Enterprise Agreement Industrial Registrar.

22. JURY SERVICE:

An employee required to attend for jury service during a rostered shift shall be reimbursed by the employer an amount equal to the difference between the amount paid in respect of their attendance for such jury service and the amount of wages that would have been paid in respect of the ordinary time that would have been worked.

23. TERMINATION OF EMPLOYMENT:

The employment of a part-time employee may be terminated by two weeks notice by either party or by the payment by the employer or forfeiture by the employee of two weeks pay in lieu of notice. This section shall not affect an employer's right to terminate the services of an employee without notice for misconduct which justifies instant dismissal.

24. UNFAIR DISMISSAL:

24:1 The employer shall utilise dismissal procedures which protect the employee from harsh, unjust or unreasonable outcomes. In all cases the employee shall be advised in writing of:

- 24:1:1 The reason for dismissal,
- 24:1:2 their right to explain and seek reinstatement,
- 24:1:3 their right to seek external advice and assistance and
- 24:1:4 any other relevant matters.

25. EMPLOYEES INDEMNITY AGAINST CIVIL LIABILITY:

The Employer shall be responsible, in accordance with the *Employee's Liability (Indemnification of employer) Act 1982* to indemnify employees against liability for fault (as defined in that Act) arising out of the performance of work by the employee.

26. RIGHT OF ENTRY (UNION OFFICIALS):

In accordance with the *Industrial Relations Act 1996* (NSW).

27. OCCUPATIONAL HEALTH AND SAFETY:

The parties to this Enterprise Agreement shall comply with the provisions of the *Occupational Health and Safety Act* and shall co-operate in the implementation and review of the employer's Health and Safety policy.

28. ANTI -DISCRIMINATION:

The employer shall develop work practices and selection procedures which reflect the spirit and intent of Anti-Discrimination legislation and best practice guidelines.

29. EQUAL EMPLOYMENT OPPORTUNITY:

The employer shall develop and utilise staff management practices which reflect the spirit and intent of Equal Employment Opportunity legislation and best practice guidelines.

30. VOLUNTARY WORKERS:

30:1 The parties to this Enterprise Agreement acknowledge and agree with the employer's voluntary worker policy.

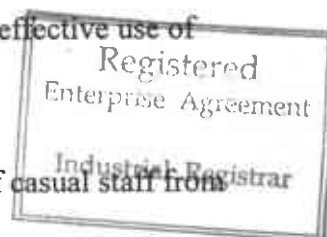
30:2 The employer for it's part shall ensure that the use of voluntary workers does not impact upon the career and employment opportunities of full and part time employees.

30:3 The employer agrees not to utilise voluntary workers for those aspects of service delivery which involve direct contact with service users. This sub-section shall not apply in the case of an emergency.

30:4 Employees agree to co-operate with the employer in the effective use of voluntary workers.

31. CASUAL EMPLOYEES:

The Parties to this Enterprise Agreement acknowledge that the use of casual staff from time to time is an essential management resource.

**32. STAFF APPRAISALS:**

32:1 There shall be a system of staff appraisals developed by the employer and the consultative committee referred to in section (37), which will form an essential element of section (14); Rates of Pay, of this Enterprise Agreement.

32:2 The parties to this Enterprise Agreement agree to participate fully with the agreed staff appraisal system in use.

33. STAFF DEVELOPMENT:

33:1 The parties to this Enterprise Agreement shall jointly develop and deliver a contemporary service orientated Staff Development Program.

33:2 The employer shall identify external training programs which meet the specific needs of the service and enhance the work skills and career opportunities of employees. Where possible and appropriate these programs will be made available to staff.

33:3 Access to internal and external staff development programs shall be on a needs basis and subject at all times to the availability of funding.

34. DISABILITY SERVICES LEGISLATION:

34:1 The parties to this Enterprise Agreement shall be familiar with and committed to the principles and objectives of Disability Services legislation (State and Commonwealth).

34:2 The employer shall make all employees aware of the above principles and objectives.

35. GRIEVANCE AND DISPUTE SETTLEMENT PROCEDURE:

35:1 This procedure covers both individual and collective grievances. The aim is to resolve problems that arise as close to the source as possible with graduated steps for further discussion and resolution at higher levels of authority as necessary.

35:2 STAGES IN PROCEDURE:

(1) Employee notifies the employer (in writing or otherwise) of the substance of the grievance, requests a meeting with the employer and states the remedy sought.

(2) Discussion held between employee (with representative) and Co-ordinator. If matter not resolved at this level:

(3) Discussion held between employee (with representative) and management. If not resolved at this level:

(4) Discussion held between employee (with representative) and executive of Committee of Management. If not resolved at this level:

(5) Matter referred in writing by executive to full committee or to a mutually agreed third party for mediation. If not resolved at this level:

(6) Either party may refer the matter to the Industrial Relations Commission in the form of a dispute.

35:3 THE PROCEDURE REQUIRES:

(1) Reasonable time limits to be set for discussion at each stage.

(2) Normal work to continue while the procedure is being followed.

(3) If the matter has not been resolved at the conclusion of the process the employer must inform the employee in writing of the outcome of the grievance including reasons for not implementing the remedy sought.

36. TERM OF AGREEMENT:

36:1 This Enterprise Agreement shall operate from the date of registration by the Industrial Relations Commission and shall remain in force for a three year period.

36:2 Prior to the expiration of the three year period referred to in sub-section (36:1) the parties shall consider their respective positions in relation to conditions of employment. In the meantime the provisions of this Enterprise Agreement will continue to apply.

37. CONSULTATIVE COMMITTEE:

37:1 The parties to this Enterprise Agreement shall establish and maintain an Enterprise Agreement consultative committee.

37:2 This committee shall keep this Enterprise Agreement under review, and shall:

37:2:1 determine whether the Enterprise Agreement provides a meaningful and satisfying work environment for employees,

37:2:2 determine whether the Enterprise Agreement allows the employer to meet its obligations to funding authorities and service users in a cost effective and efficient way and

37:2:3 Undertake any joint task, express or implied in this Enterprise Agreement.



38. NO EXTRA CLAIMS:

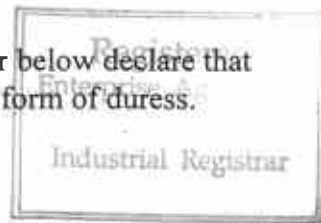
The parties to this Enterprise Agreement shall not make any extra claims to vary the rates of pay, conditions or allowances during it's term .

39. ADDITIONAL PROVISION:

The parties to this Enterprise Agreement further agree that should the application for a new award by the Australian Services Union, currently being negotiated, result in substantial increases in the ordinary rates of pay, the Employer will subject to the availability of supplementary funding enter into negotiations with the Consultative Committee. The purpose of the consultations will be to examine the possibility of passing any increases on to employees.

40. DECLARATION BY THE PARTIES:

The parties to this Enterprise Agreement , whose signatures appear below declare that it was made following full and open consultation and without any form of duress.



Sharon McPherson
(Signature of employee)

SHARON MCPHERSON
(Print name)

Jennifer Rope
(Signature of witness)

JENNIFER ROPE
(Print name)

John Slade
(Signature of employer)

JOHN SLADE
(Print name)

19 MARCH 1998
(Date)