

ENTERPRISE AGREEMENT

NO: E.A. 51 /1992

DATE REGISTERED: 18-12-92

PRICE: \$ 24-00

THE HUNTER VALLEY RESEARCH FOUNDATION (HVRF)
ENTERPRISE AGREEMENT
7 May 1992

1 **ARRANGEMENT**

This Enterprise Agreement is arranged in the following manner:

1	ARRANGEMENT	1
2	PARTIES TO THE AGREEMENT	3
3	TITLE OF THE AGREEMENT	3
4	INTENTION	3
5	DURESS	3
6	TERM OF AGREEMENT	3
7	THE MISSION OF THE HVRF	3
8	SCOPE	4
9	DEFINITIONS	4
10	WAGES	4
11	HOURS OF WORK	5
12	OVERTIME	5
13	EXPENSES	5
14	BREAKS	5
15	PAYMENT OF WAGES	6
16	TRAINING	6
17	STATEMENT OF EMPLOYMENT - FULL-TIME & PART-TIME EMPLOYEES	6
18	DISMISSAL AND DISCIPLINARY PROCEDURES	6
19	REDUNDANCY - FULL-TIME & PART-TIME EMPLOYEES	7
20	TERMINATION OF EMPLOYMENT - FULL-TIME & PART-TIME EMPLOYEES	7
21	GRIEVANCE AND DISPUTE SETTLEMENT PROCEDURE	8

22	OCCUPATIONAL SUPERANNUATION - FULL-TIME & PART-TIME EMPLOYEES	8
23	PUBLIC HOLIDAYS - FULL-TIME & PART-TIME EMPLOYEES	9
24	COMPASSIONATE LEAVE - FULL-TIME & PART-TIME EMPLOYEES	9
25	ANNUAL LEAVE - FULL-TIME & PART-TIME EMPLOYEES	9
26	SICK LEAVE - FULL-TIME & PART-TIME EMPLOYEES	10
27	LONG SERVICE LEAVE - FULL-TIME & PART-TIME EMPLOYEES	10
28	JURY SERVICE - FULL-TIME & PART-TIME EMPLOYEES	10
29	PARENTAL LEAVE - FULL-TIME & PART-TIME EMPLOYEES	11
30	OTHER SPECIAL LEAVE - FULL-TIME & PART-TIME EMPLOYEES	11
31	PARTIES TO THE ENTERPRISE AGREEMENT	11

2 PARTIES TO THE AGREEMENT

An Enterprise Agreement, made in pursuance of the NSW Industrial Relations Act (1991) in accordance with the provisions of Sections 115-145 of the said Act, entered into on 27 February 1992, between the Hunter Valley Research Foundation (HVRF) of Downie Street, Maryville, NSW of the one part and the employees of the HVRF with the following occupations: Development Director (Marketing), Research Officers, Research Assistants, Computer Programmer/Statistician, Librarian, Executive Secretary, Receptionist, Administrative Officers, and Administrative Assistants, of the other part. Now it is hereby agreed to by the parties as follows:

3 TITLE OF THE AGREEMENT

This agreement shall be known as the HVRF Enterprise Agreement.

4 INTENTION

The purpose of this agreement is to regulate the terms and conditions of employment, except for wage rates, including those previously regulated by the Clerks (State) Award.

5 DURESS

This agreement was not entered into under duress by any party to it.

6 TERM OF AGREEMENT

This agreement shall operate from the date of registration and shall remain in force for a period of two years unless varied or terminated earlier by the provisions provided by the above mentioned Act.

7 THE MISSION OF THE HVRF

We will foster better decision making by business, government, and individuals through regional research and analysis to improve the living standards of regional communities by:

- * independent pro-active research,
- * gathering and analysing information to form unique databases,
- * information dissemination and communication,
- * the commercial use of HVRF facilities, and
- * using the Hunter Region as a case study.

The HVRF boasts a flat organisational structure. This is made possible through the establishment of various work groups where employees share the responsibilities of project management, group task allocation, setting of priorities and flexible work arrangements.

Opportunities are made available for employees to advance through the process of multi-skilling rather than through more traditional hierarchical promotion.

8 SCOPE

The HVRF, its officers and employees are bound by this Enterprise Agreement.

9 DEFINITIONS

"Full-time employees" refers to employees whose work arrangement is based on a regular 5 days/35 hours per week.

"Part-time employees" refers to employees whose work arrangement is based on a regular number of days and hours per week, less than 5 days/35 hours per week.

"Casual employees" refers to employees who work an irregular pattern of days or number of hours, which is usually less than 5 days/35 hours per week.

Classifications of employees are defined as follows:

- | | |
|--------------------------|--|
| "Executive Staff" - | shall include staff who have responsibility for the establishment and enforcement of organisational policy, the overall operation of the organisation and its performance. |
| "Research Staff" - | shall include employees who are members of the established research work groups, i.e. Research Assistants, Research Officers, Senior Research Officers, Librarian, and Computer Programmer/Statistician. |
| "Administrative Staff" - | shall include office managers, secretaries, receptionists, accounts clerks, word processor operators, data processing operators, and administrative assistants. |

10 WAGES

Salary/wages are by private negotiation. A wage package is negotiated on commencement of employment based on the qualifications of the individual, relativities within the Foundation, the current market rates for similar positions and the financial capacity of the Foundation. However, employees covered by awards will not be paid less than award rates.

Employees covered by Clerks (State) Award will receive wages that comply with the requirements of that Award.

Each full-time and part-time employee's salary is reviewed annually, as soon as possible after the organisation's annual financial performance is ascertained, based on performance and qualifications of the individual, relativities within the Foundation, current market rates for similar skills and training, and the financial capacity and performance of the Foundation. Employees covered by awards will not be paid less than award rates after salary reviews.

11 HOURS OF WORK

Business hours at the HVRF are 9.00 a.m. to 4.30 p.m., Monday to Friday. This constitutes a base 35 hour week for full-time employees. While these hours are a guide to employees, arrangement of working hours is flexible dependent upon work requirements.

The number of hours/days per week worked by an employee or work group may be varied by mutual agreement between the employee and the HVRF. Employees will not, however, exceed an average 35 hour week.

For the purpose of calculating leave entitlements of full-time employees, a day shall be regarded as seven hours and an ordinary working week shall be regarded as 35 hours. Pro rata entitlements shall apply for part-time employees.

12 OVERTIME

Overtime shall be regarded as time worked in excess of the full-time or part-time employee's ordinary hours of work.

The HVRF does not pay wages for overtime worked, but does allow for employees to be compensated for additional work through flexibility in hours worked and time taken off in lieu of payment of overtime.

13 EXPENSES

In addition to the remuneration payable to employees as wages, the HVRF shall reimburse an employee for all expenses which have been actually and properly incurred by the employee as required by the HVRF in the discharge of the employee's duties.

Such expenses as can be reasonably foreseeable shall be payable in advance.

Provided employees have determined that a HVRF vehicle is unavailable for their use and are required by the HVRF to use their own motor vehicle in the performance of their duties, they shall be reimbursed according to NRMA reimbursement rates for motor vehicles per kilometre and shall be restricted to on-the-job motor vehicle usage.

Employees with HVRF motor vehicles of their own who provide petrol, will be reimbursed according to NRMA reimbursement rates for fuel efficiency per kilometre, when their vehicle is used for HVRF business.

These reimbursement rates for kilometres will be updated annually.

14 BREAKS

Employees shall be allowed a break for morning and afternoon tea and lunch. Such structured arrangements do not suit the HVRF operational philosophy in that employees are encouraged to manage their own time in relation to their current objectives. The following times, however, are meant as a guide - 10 minutes each for morning and afternoon tea, and 30 minutes for lunch.

15 PAYMENT OF WAGES

The pay period shall be two weeks, except where by mutual agreement between the HVRF and the employees the pay period may be varied.

Wages shall be paid by electronic funds transfer, except where by mutual agreement between the HVRF and the employee, the method of payment may be varied.

When payment is made the HVRF shall provide to each employee, in writing, a detailed statement of the nature and the amount of the gross wage which the employee is paid, the nature and amounts of deductions made therefrom, the precise nature of the deductions and the net amount being paid to the employee.

The HVRF shall keep time and wages records showing the name of each employee, the rate of wages, the hours worked, allowances paid in accordance with this Enterprise Agreement and details of any deductions.

16 TRAINING

Specific training may be an essential component of one's employment at the HVRF. If the HVRF requires an employee to undertake any course or training, the HVRF shall pay all the fees and reasonable expenses of such course or training.

The HVRF encourages and assists employees to continually enhance their work related skills and to expand their further education.

17 STATEMENT OF EMPLOYMENT - FULL-TIME & PART-TIME EMPLOYEES

The HVRF shall provide to every employee a written statement setting out the employee's work role, hours of work, and remuneration. This statement will be provided as an offer of employment and the employee, in order to commence employment, is required to formally accept the offer.

A probationary period of employment may apply to new employees. Details of probation will be outlined in the employee's letter of offer.

In the event that there is any change in the employee's work role, hours of work, or remuneration these changes will result from discussions between the employee and the HVRF. The HVRF will provide the employee with a written statement setting out the new conditions.

A copy of this Enterprise Agreement will be given to each permanent employee of the HVRF.

18 DISMISSAL AND DISCIPLINARY PROCEDURES

An employee may be dismissed by the HVRF, without the notice and entitlements specified under this Enterprise Agreement, in either of the following circumstances:

Where there is serious negligence, misconduct or breach of contract justifying instant dismissal. Examples of such behaviour include breach of client/project confidentiality, neglect of duty, acts of deliberate falsification of results, deliberate non-adherence to

established research methodologies, fraud, stealing and sabotage of HVRF equipment, materials and information;

or

Where within the course of a year there is a course of continuing unsatisfactory performance or conduct. Evidence of this shall be that the employee, within the immediate prior 12 months period, has received at least two written warnings that performance or conduct needs to be improved in a specific way within stated time periods, with a copy of the warnings being included on the employee's personnel file, and again has unsatisfactory performance or conduct.

or

Where within the probationary period of a new employee there is a course of continuing unsatisfactory performance or conduct. Evidence of this shall be that the employee, within the period of employment, has received at least one written warning that performance or conduct needs to be improved in a specific way within stated time periods, with a copy of the warning being included on the employee's personnel file, and again has unsatisfactory performance or conduct.

In certain circumstances employees can claim redress against being unfairly dismissed, in accordance with the provisions of Sections 245-255 of the Industrial Relations Act 1991.

19 REDUNDANCY - FULL-TIME & PART-TIME EMPLOYEES

Redundancies will be handled in a manner which will satisfy the requirements of the Employment Protection Act, 1982, as amended.

20 TERMINATION OF EMPLOYMENT - FULL-TIME & PART-TIME EMPLOYEES

20.1 NOTICE, BY THE HVRF, OF TERMINATION

The HVRF shall give an employee two weeks written notice of termination except in the case of dismissal for conduct that justifies instant dismissal.

20.2 NOTICE, BY EMPLOYEES, OF TERMINATION

Employees shall give the HVRF two weeks notice of termination.

Where an employee has given or been given notice as aforesaid, unless otherwise agreed between the employer and the employee, the employee shall continue in employment until the date of expiration of such notice.

20.3 SUMMARY DISMISSAL

The HVRF shall have the right to dismiss any employee without notice for conduct that justifies instant dismissal and wages shall be paid up to the time of dismissal only.

20.4 UNFAIR DISMISSALS

Termination of employment by an employer shall not be harsh, unjust or unreasonable.

Termination of employment shall include terminations with or without notice.

Without limiting the above, except where a distinction, exclusion or preference is based on the inherent requirements of a particular position, termination on the ground of race, colour, sex, marital status, family responsibilities, pregnancy, religion, political opinion, national extraction, sexual preference, and social origin shall constitute a harsh, unjust or unreasonable termination of employment.

Employees may claim redress in accordance with the provisions of Sections 245-255 of the Industrial Relations Act 1991.

21 GRIEVANCE AND DISPUTE SETTLEMENT PROCEDURE

The following procedures are designed to assist in the resolution of grievances and disputes by consultation without confrontation or interruption of work.

The employee and the HVRF shall make themselves available for consultation;

The earliest possible advice shall be given on any issue or problem that may give rise to a grievance or dispute;

Resolution of grievances shall generally commence with discussions between the HVRF and the employee.

Throughout all discussions sensible time limits shall be allowed.

At any stage of the procedures, the parties may jointly or individually seek the assistance of the Industrial Relations Commission, which shall endeavour to resolve the issue between the parties by conciliation or arbitration.

Without prejudice to either party, and except where a bona fide safety issue is involved, work shall continue while matters are negotiated in good faith.

22 OCCUPATIONAL SUPERANNUATION - FULL-TIME & PART-TIME EMPLOYEES

The HVRF will comply with the Occupational Superannuation Standards Act 1987.

The HVRF has an approved Company Superannuation Fund operating with the GIO of NSW. The existence of this fund does not preclude an employee from selecting an alternative superannuation fund to handle employee superannuation contributions.

The employer shall make superannuation contributions on behalf of the employees, of at least three per cent of the employees ordinary time earnings.

No contribution shall be due in respect of any period of unpaid absence.

The obligation of the employer to contribute to the employee's superannuation fund in respect of an employee shall cease on the last day of such employee's employment with the employer.

23 PUBLIC HOLIDAYS - FULL-TIME & PART-TIME EMPLOYEES

Employees shall be entitled to the following public holidays when gazetted to fall on a work day. Full-time employees will receive normal entitlement and part-time employees will receive pro rata entitlement for public holidays.

New Year's Day, Australia Day, Good Friday, Easter Monday, Anzac Day, Queens Birthday, Labour Day, Christmas Day and Boxing Day, or any other day gazetted as a public holiday.

Any other day may be substituted for any of the public holidays listed directly above if this is prescribed by legislation or proclamation or is agreed between the company and the majority of employees concerned.

24 COMPASSIONATE LEAVE - FULL-TIME & PART-TIME EMPLOYEES

An employee shall on the death of a wife or husband (including a de facto spouse but excluding a spouse from which the employee is separated), father, mother, sister, brother, parent-in-law, child, or step-child, be entitled on notice to leave with pay of up to two days up to and including the day of the funeral of such relation, provided that:

Proof of such death shall be furnished by the employee to the satisfaction of the HVRF; and

Compassionate leave shall not apply if the period coincides with any other entitlement to leave.

Other compassionate leave may be approved after consideration of the employer.

25 ANNUAL LEAVE - FULL-TIME & PART-TIME EMPLOYEES

Every full-time employee shall at the end of each year of employment become entitled to:

Annual leave of 140 hours (four weeks) at the employee's ordinary time earnings;

A loading of 17.5% of the appropriate rates for each of the four weeks up to a maximum total payment equivalent to one week of average weekly earnings.

Pro rata entitlements shall apply to part-time employees.

The annual leave shall be given and taken:

In four consecutive weeks or, if the employee and the HVRF agree, in such separate periods as are agreed; and

Before the expiration of six months after the leave right accrues. The consent of the Industrial Registrar is required if leave is to be deferred, in whole or in part.

If the HVRF and the employee agree, the accumulated portion of annual leave, whole or in part, may be taken in advance, i.e. the accumulated leave may be taken before the employee has officially become entitled to the annual leave.

The HVRF shall, if requested, pay the employee, including loading entitlements, for the entire leave period in advance.

Where any public holiday, for which the employee is entitled to payment, falls during a period of annual leave, the period of leave shall be adjusted by one day in respect of that public holiday.

Payment shall not be made by the HVRF to any regular employee in lieu of any annual leave entitlement, nor shall such payment be accepted by the employee; provided that where employment is terminated the HVRF shall:

Pay to the employee all outstanding leave entitlements and pro rata payments for the partially completed current year;

Be entitled to make a deduction from any outstanding moneys for any leave taken in advance of a period of employment not completed.

A year of employment shall be deemed to be unbroken notwithstanding:

Any annual or long service leave, sickness or accident leave not exceeding 14 days or work interruption brought by the organisation - in such circumstances the periods shall be counted as part of the year of employment;

Any other leave which is granted, imposed or agreed to by the HVRF, or any other absence not involving termination of employment - in such circumstances the period shall not be counted as part of the year of employment.

Employees shall receive Annual Leave that complies with the conditions of the Annual Holidays Act, 1944, as amended.

26 SICK LEAVE - FULL-TIME & PART-TIME EMPLOYEES

Full-time employees shall be entitled to sick leave without deduction of pay up to 35 hours (one week) in the first year of employment and 70 hours (two weeks) in each subsequent year, provided that satisfactory evidence of sickness is given to the HVRF within one week of the absence (including provision of a medical certificate if absent for three or more days).

Pro rata entitlements shall apply for part-time employees.

Employees' unused sick leave shall accumulate from year to year, however, payment for unused sick leave will not be paid upon termination of employment.

27 LONG SERVICE LEAVE - FULL-TIME & PART-TIME EMPLOYEES

Long Service Leave, based on the Long Service Leave Act 1955, will be provided to all permanent employees of the HVRF.

28 JURY SERVICE - FULL-TIME & PART-TIME EMPLOYEES

A regular employee required to attend for jury service during working hours shall be reimbursed by the HVRF an amount equal to the difference between the amount received in

respect of such jury service, and the amount of wages that would have been payable for ordinary working time if the employee had not been on jury service.

The employee shall notify the HVRF as soon as possible of the date upon which the employee is required to attend for jury service.

The employee shall provide the HVRF with proof of jury attendance, the duration of such attendance, and the amount received in respect of such jury service.

29 PARENTAL LEAVE - FULL-TIME & PART-TIME EMPLOYEES

Parental Leave is made available in accordance with the NSW Industrial Relations Act 1991 and is available for both women and men.

Parental Leave includes Maternity Leave, Paternity Leave, and Adoption Leave. Parental Leave is an entitlement if you have worked with your employer continuously for 12 months at the time of applying for leave.

30 OTHER SPECIAL LEAVE - FULL-TIME & PART-TIME EMPLOYEES

Other special leave, such as unpaid holiday leave, etc. shall be treated as circumstantial and therefore requests considered individually.

31 PARTIES TO THE ENTERPRISE AGREEMENT

Signed for and on behalf the HVRF

Signature: *[Handwritten Signature]*

Printed Name and Occupation: Dr Wej Paradise, Director of Research and Chief Executive

Witness: *[Handwritten Signature]*

Date: 23-11-93

Signed by: *[Handwritten Signature]*

Printed Name and Occupation: Loy Ainsworth, Research Assistant

Witness: *[Handwritten Signature]*

Date: 24/11/93

Signed by: *[Handwritten Signature]*

Printed Name and Occupation: Helen Beddow, Research Officer

Witness: *[Handwritten Signature]*

Date: 23-11-93

Signed by: *[Handwritten Signature]*

Printed Name and Occupation: Charles Black, Research Officer

Witness: *[Handwritten Signature]*

Date: 24/11/93

Signed by: *[Handwritten Signature]*

Printed Name and Occupation: Margaret Engel, Librarian

Witness: *[Handwritten Signature]*

Date: 24/11/93

Signed by: [Signature]
Printed Name and Occupation: Terese Innes, Accounting/Administrative Officer
Witness: [Signature]
Date: 24-11-92

Signed by: [Signature]
Printed Name and Occupation: Peter Joass, Administrative Assistant
Witness: [Signature]
Date: 24-11-92

Signed by: [Signature]
Printed Name and Occupation: Nick Killin, Development Director (Marketing)
Witness: [Signature]
Date: 23/11/92

Signed by: [Signature]
Printed Name and Occupation: Kate Maestri, Receptionist
Witness: [Signature]
Date: 24/11/92

Signed by: [Signature]
Printed Name and Occupation: Robin McDonald, Research Officer
Witness: [Signature]
Date: 24/11/92

Signed by: [Signature]
Printed Name and Occupation: Agnes Marsault, Research Officer
Witness: [Signature]
Date: 24/11/92

Signed by: [Signature]
Printed Name and Occupation: Peter O'Connell, Research Officer
Witness: [Signature]
Date: 24-11-92

Signed by: [Signature]
Printed Name and Occupation: Russ Redford, Computer Programmer/Statistician
Witness: [Signature]
Date: 24-11-92

Signed by: [Signature]
Printed Name and Occupation: Andrew Searles, Research Officer
Witness: [Signature]
Date: 24-11-92

Signed by: [Signature]
Printed Name and Occupation: Amy Tredinnick, Research Assistant
Witness: [Signature]
Date: 23/11/92