

ENTERPRISE AGREEMENT

NO: E.A. 28 /1993

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PRICE: \$ 30-00

**WESTHAVEN INDUSTRIES
ENTERPRISE AGREEMENT**

1992

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AN ENTERPRISE AGREEMENT, made in pursuance of the NSW Industrial Relations Act 1991 in accordance with the provisions of sections 115-142 of the said Act, entered into this ____ day of ____ 1992 between the WESTHAVEN ASSOCIATION LIMITED of Hawthorn Street, Dubbo, a registered Charity under the NSW Charitable Collections Act of the one part and the employees of Westhaven Association Limited involved in administrative and supported employment activities for disabled people of the other part.

1. TITLE

This Agreement shall be known as the Westhaven Industries Enterprise Agreement 1992.

2. ARRANGEMENT

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3. APPLICATION AND INTENTION

1. (a) This Agreement shall apply to and be binding upon the Westhaven Association Limited (hereinafter referred to as "the Association") and the employees of the Association employed in clerical, administrative, supervisory, recycling, manufacturing and vocational support activities at the Association's Dubbo offices, depots and workshops.

(b) This Agreement does not apply to those employees of the Association employed in the Westhaven Accommodation Support Service who are employed under the terms and conditions of the Westhaven Enterprise Agreement 1992.
2. The Agreement has been developed through a voluntary process of consultation and participation with all the parties and reflects the on-

going commitment of both the Association and employees to optimise the employment opportunities for disabled people and to maintain a harmonious and fulfilling work environment.

3. This Agreement shall totally regulate the terms and conditions of employment of employees who have been free of award coverage or who have been previously regulated by the following Awards:

Clerks (State) Award
Social and Community Services Employees (State) Award
Storemen and Packers General (State) Award
Miscellaneous Gardeners (State) Award
Miscellaneous Workers — General Services (State) Award
Transport Industry Sanitary and Garbage (State) Award
Footwear Manufacturing Industry (State) Award

4. DURATION

1. This Agreement shall take effect from the ___ day of ____ 1992, being the date of registration, and shall remain in force for a period of two years.
2. The parties will consult together at an appropriate time to ensure that the Agreement is re-negotiated before the expiry date. Subsequent Agreements will remain in force for a period of two years and provision is made for such Agreements to take account of State Wage Case Principles, general changes in employment regulation standards and the commercial environment in which the Association operates.
3. Any variations to this Agreement shall be processed in accordance with Section 125 of the Industrial Relations Act 1991, as amended.

5. CONTRACT OF EMPLOYMENT

1. An employee will work to the utmost of his/her ability and undertake any work for which he/she is capable and safe to perform. For the maintenance of cost-effective and efficient operations and to ensure optimum support is provided to disabled people the Association will require employees:
 - (a) to be completely flexible with respect to work practices
 - (b) to be committed and supportive of creating a positive work environment for disabled workers
 - (c) to undertake work as directed by the Association.
2. It is a condition of employment that an employee will abide by:
 - (a) the provisions of this Agreement

- (b) the General Conditions of Employment as defined in the employee's letter of offer and the Association's Staff Handbook.
 - (c) Association policies and procedures which are established from time to time to ensure an appropriate, effective and cost-efficient delivery of services to disabled workers.
- 3.
 - (a) Employment pursuant to this Agreement shall be by the fortnight.
 - (b) Employment shall be terminated by two weeks notice on either side or by payment or forfeiture of two weeks wages as the case may be.
 - (c) Notwithstanding the provisions of 3(a) and 3(b) above, the Association shall have the right to dismiss an employee for misconduct which justifies summary dismissal and in such cases wages will be paid up to the time of dismissal only.
- 4.
 - (a) An employee shall be engaged on a probationary basis for a period of 12 weeks. The probationary period shall allow the employee to be inducted, undergo initial training and for the Association to assess how the employee performs and responds to the special needs of the disabled workers.
 - (b) During this probationary period either party may terminate employment by providing one day's notice.
 - (c) During the period of probationary employment the employee's service will count for the purposes of accruing service and entitlements.

6. PART-TIME EMPLOYEES

1. Part-time employee shall mean an employee who works a specified number of regular days and hours being less than those worked by a full-time employee in a four week period.
2. Part-time employees shall be paid an hourly rate calculated on one thirty-eighth of the appropriate hourly rate prescribed in Clause 10.
3. The provisions of this Agreement shall apply to a part-time employee on a proportional basis.

7. CASUAL EMPLOYEES

1. A casual employee shall be engaged by the hour and may leave the Association's service or be terminated without notice.
2. A casual employee shall be paid only for actual hours worked and shall be paid at the appropriate hourly rate plus a Casual Loading of 20%. This loading is paid in lieu of entitlements to any paid leave prescribed by this Agreement.

8. HOURS OF WORK

1. For the purpose of establishing working hours and salaries, the ordinary working hours shall average 38 per week.
2.
 - (a) For administrative and clerical employees the normal span of working hours will be 8 hours 45 minutes per day, Monday to Friday inclusive.
 - (b) For supervisory, workshop, depot and support employees the normal span of working hours will be 8 hours 15 minutes per day, Monday to Friday inclusive.
3. The starting and finishing times are flexible and may be varied by mutual agreement between the Association and individual employees to meet overall operations and manning requirements from time to time.
4.
 - (a) All employees will become entitled to a Leisure Day after each continuous ten weeks of service.
 - (b) The Leisure Day may be taken following the entitlement becoming due upon application and on approval by the Association taking into account overall workload and manning requirements, or may be accumulated and taken in conjunction with other accrued Leisure Days or other approved absences.
 - (c) An employee may not accrue more than five Leisure Days and on termination shall receive payment for any Leisure Days fully accrued and not taken.
 - (d) Leisure Days taken by an employee shall be paid at the employee's Base Salary.

9. MEAL BREAKS AND REST PAUSES

1. The following meal breaks shall be allowed:
 - (a) 60 minutes for administrative and clerical employees

- (b) 30 minutes for supervisory, workshop, depot and support employees.
2. The meal breaks shall not be counted as time worked and shall be taken at such time as will not interfere with the continuity of work where continuity is necessary.
 3. All employees will have time during their shift for refreshments. There will not be specific morning tea and afternoon tea breaks and any breaks from the job shall be taken at such time as will not interfere with the continuity of work or planned work schedules.

10. SALARIES

1. The following annual salary ranges shall be paid to employees:

	Base Salary Rate	Performance Range		
Grade 5	\$19,100	\$19,100	to	\$21,400
Grade 4	\$21,500	\$21,500	to	\$22,900
Grade 3	\$23,000	\$23,000	to	\$24,400
Grade 2	\$24,500	\$24,500	to	\$25,900
Grade 1	\$26,000	\$26,000	to	\$28,600

2. The grading of employees will be based on skills, general work and supervisory responsibilities and will be broadly determined on the following criteria:

Grade 5 means an employee appointed as such and includes an employee who may be involved in:

- providing general courier services
- undertaking work tasks in the Workshop that may not be able to be carried out by disabled workers
- providing general receptionist services
- providing general assistance to disabled workers in the Workshop and external work
- undertaking day-to-day purchasing and maintaining and controlling stores items.

Grade 4 means an employee appointed as such and includes an employee who may be involved in:

- supervising an external work group
- providing general maintenance or gardening services
- vocational support worker with less than 2 years service.

Grade 3 means an employee appointed as such and includes an employee who may be involved in:

- driving trucks to collect recyclable materials

- general financial, accounting and clerical work
- vocational support worker with more than 2 years service.

Grade 2 means an employee appointed as such and includes an employee who may be involved in:

- supervising truck drivers and co-ordinating disabled workers in the re-cycling depot
- senior and experienced clerical assistant providing a range of office and accounting services

Grade 1 means an employee appointed as such and includes an employee who may be involved in:

- supervision of day-to-day accounting functions
- supervision of payroll administration
- providing secretarial services and administration support to senior administration staff and managers
- co-ordination of vocational development programmes.

3. An employee shall not be classified at a Grade such that they receive an hourly rate for ordinary hours of employment which is less than the ordinary time rate of pay for the appropriate classification of work under the relevant award applicable but for this Agreement.
4. Should an employee's salary at the time of implementation of this Agreement be above the Base Salary Rate for the appropriate Grade, subject to a continuation of satisfactory performance, the employee shall maintain that relativity to the Base Rate as salaries are adjusted.
5. In setting an individual employees actual salary within the salary range the Association will assess an employee's qualifications and experience and overall work performance.
6. During the currency of this Agreement, the above salaries shall be adjusted in accordance with increases determined by the State Wage Case Decisions provided the conditions attached to such increases are complied with by parties to this Agreement.
7. In addition to the salary payable, the following allowances shall be paid:
 - (a) **First Aid Allowance**
An employee who holds appropriate first aid qualifications and is designated the responsibility of:
 - maintaining the cleanliness and supplies in the first-aid station
 - rendering first aid treatment to injured or employees
 - ensuring injury and illness records are maintained
 shall be paid an allowance of \$10.00 per week.

(b) Tool Allowance

An employee who is required to provide and maintain a kit of tools to enable maintenance work to be undertaken shall be paid an allowance of \$10.00 per week.

11. PAYMENT OF SALARIES

1. All salaries shall be paid to employees on a fortnightly basis into a bank account or other financial institution nominated by the employee.
2. (a) All employees will be issued with a payment advice explaining the calculation of wages and detailing all deductions.

(b) The Association shall not make any deductions from an employee's wages unless such amounts are authorised in writing by the employee. This provision does not apply to income tax deductions required to be made to the Australian Taxation Office.
3. Upon termination, wages due to the employee and any other monetary entitlements shall be paid on the date of termination.

12. SUPERANNUATION

1. All employees shall be required to join the Association's nominated superannuation fund.
2. (a) The Fund is administered in accordance with a Trust Deed and within the requirements of the Occupational Superannuation Standards Act 1987 and Regulations.

(b) A copy of the Fund's Trust Deed is available for review and explanatory notes on fund membership, contributions and benefits will be provided to every employee.
3. The Association will contribute to the Fund on a fortnightly basis for each employee at the minimum contribution required by employers under the Superannuation Guarantee Levy.
4. Nothing in this Clause shall negate an individual employee's rights under Section 180 of the NSW Industrial Relations Act 1991, as amended, which provides for an employee to nominate an alternative fund to that nominated by the Association.

13. OVERTIME

1. Whilst the rostered working hours average 38 per week, it would be expected that employees would work whatever hours are reasonably necessary to fulfil the normal requirements and expectations of each position.
2. In the event that an employee is specifically requested to work overtime over and beyond the normal day-to-day work requirements, the employee shall be entitled to overtime payments in addition to the normal Base Salary. Such overtime payments will apply when:
 - (a) an employee is required to work more than one hour's overtime at the conclusion of their normal shift
 - (b) an employee is required to work on a Saturday, Sunday or Public Holiday.
3. (a) An employee required to work overtime as outlined in 2 above shall be either:
 - (i) paid for the time so worked at single time

or

 - (ii) provided with additional time off work in lieu of receiving overtime payments.
- (b) The decision as to whether an employee will be paid overtime or provided with time off in lieu of overtime payments will be determined by the Association prior to overtime being worked.

14. PUBLIC HOLIDAYS

1. The following days shall be recognised as Public Holidays under this Agreement:

New Years Day
Australia Day
Good Friday
Easter Saturday
Easter Monday
ANZAC Day
Queens Birthday
Labour Day
Christmas Day
Boxing Day
Westhaven Picnic Day

together with any other day which are gazetted as Public Holidays for the State of New South Wales.

2. An employee will not normally be required to work on a Public Holiday and payment for the day is included in the employee's Base Salary.
3. An employee required to work on the Public Holiday shall receive in addition to salary either:
 - (a) an additional payment of single time for the hours worked;
 - or**
 - (b) time off in lieu of receiving additional payments.

15. SICK LEAVE

1. An employee who is absent from work as a result of personal illness or injury shall be entitled to 80 hours paid leave per year.
2. Payment for sick leave is conditional upon the employee:
 - (a) informing the Association at the earliest practicable time of the inability to attend work, the nature of the illness and the estimated duration of the absence.
 - (b) providing to the Association a Doctor's Certificate as required.
3. An employee is required to provide a Doctor's Certificate for an absence due to illness or injury where the absence:
 - (a) occurs during the probationary period of service;
 - (b) is of three or more days duration;
 - (c) for any single day absence after the employee has already taken three single day absences in a 12 month period.
4. At the discretion of the Association, an employee may be granted paid sick leave in excess of 80 hours per year.

16. ANNUAL LEAVE

1. Employees shall be entitled to four weeks annual leave after each completed year of service.

2. (a) Unless by mutual agreement between the Association and the employee, the employee should take annual leave within 6 months of the entitlement to leave accruing.
- (b) An employee may apply for and take annual leave at any time provided:
 - (i) the amount of leave taken does not exceed the employees pro-rata entitlement
 - (ii) the leave is taken at a time convenient to the Association, taking into account the overall rostering and manning requirements.
3. Employees shall be paid for periods of annual leave at their Base Salary, plus an annual leave loading of 17.5%.
4. Should a Public Holiday occur during the period of leave being taken, the period of leave shall be exclusive of that Public Holiday.
5. On termination, an employee's pro-rata entitlement to annual leave shall be calculated in accordance with 3 above.

17. BEREAVEMENT LEAVE

1. An employee shall, on the death of a person with whom the employee is in a bona-fide domestic relationship (e.g. spouse), or father, mother, brother, sister, child, grandparent, mother-in-law or father-in-law be entitled to up to two days leave without deduction of pay.
2. For the purposes of this Clause the words "wife" and "husband" shall include a person who lives with the employee as a de-facto wife or husband.
3. If required by the Association, the employee shall furnish reasonable proof of such death.

18. SPECIAL UNPAID LEAVE

1. The Association recognises that occasions arise due to pressing or domestic or personal necessity that an employee may seek leave of absence from work.
2. In such cases, the Association may approve up to a maximum of 5 days per year, which shall:
 - (a) be taken as unpaid leave

- (b) be taken at a time which is convenient to the Association, taking into account the overall rostering and manning requirements.

19. JURY SERVICE

1. An employee required to attend for Jury Service during normal rostered hours shall be paid by the Association the difference between the amount paid in respect of attendance on such jury service and the employees roster earnings had the employee not been on Jury Service.
2. An employee shall notify the Association as soon as possible of the date(s) for which duty on Jury Service is required. Further, the employee shall provide to the Association proof of attendance and the amount received for such attendance.

20. LONG SERVICE LEAVE

Long Service Leave shall be taken and paid in accordance with the NSW Long Service Leave Act 1955, as amended.

21. PARENTAL LEAVE

All employees shall be entitled to the benefits of Maternity Leave, Paternity Leave and Adoption Leave in accordance with the NSW Industrial Relations Act 1991, as amended.

22. GRIEVANCE RESOLUTION

1. The Association and the employees recognise that individual and group problems will arise from time to time and that it is necessary to resolve these matters promptly. The parties to this Agreement are committed to resolving grievance through open communications and to achieve a prompt resolution of any grievances.
2. In the event of an individual or group of employees raising a grievance the following procedure shall be followed:

Step 1: The individual employee or group of employees having a grievance shall refer the matter to their immediate Supervisor who will make every effort to resolve the matter.

Step 2: If the matter cannot be resolved by the Supervisor within a reasonable and appropriate period, the grievance shall be referred to the appropriate Manager, and if need be, referred subsequently to the Executive Officer. Discussion will continue between the Management and the employees in an attempt to resolve the matter.

Step 3: Should the matter remain unresolved following discussions between the Association's Management and employees, the matter will be referred to the Board of the Association.

Step 4: Should the matter still remain unresolved the matter shall be referred to the NSW Industrial Relations Commission.

3. Whilst the above procedure is being followed normal work shall continue without interruption and no form of ban or limitation of work shall be applied.

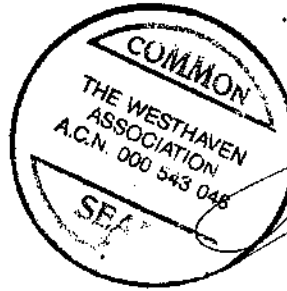
23. REDUNDANCY

In the event of an Association employee being made redundant, the period of notice and level of severance payments made to an employee will be in accordance with the provisions of the NSW Employment Protection Act.

24. NO EXTRA CLAIMS

It is a term of this Agreement (arising out of the decision of the Industrial Commission of New South Wales in court Session in the State Wage Case of October 1989) that the employees undertake, for the duration of the Principles determined by that Decision, not to pursue any extra claims, award or over-award, except when consistent with those Principles.

Signed for and on behalf
of Westhaven Association



Margaret Holt

Margaret Holt
Executive Officer

J.G. Tunks
Witness
(J.G. TUNKS)

30th November 1992
Date

Signed by the Employees of
Westhaven Association party
to this Agreement:

Name	Signature	Witness	Date
Gillian Barnes	<i>G. Barnes</i>	Dawson	2.12.92
Ann Brennan	<i>Ann Brennan</i>	Dawson	2-12-92
Jack Butler	<i>J. Butler</i>	Dawson	2-12-92
Ludmilla Dawson	<i>Ludmilla Dawson</i>	Dawson	4.12.92
David Devlin	<i>David Devlin</i>	Dawson	7.12.92
Brad Donnelly	<i>B. Donnelly</i>	Dawson	2-12-92
Trevor Farr	<i>T. Farr</i>	Dawson	4.12.92
Anthony Fowler	<i>A. Fowler</i>	Dawson	2-12-92
Deirdre Goldrick	<i>D. Goldrick</i>	Dawson	2.12.92
Lyn Grainger	<i>Lyn Grainger</i>	Dawson	2-12-92
Barry Grainger	<i>B. Grainger</i>	Dawson	7-12-92
Laurie Hocking	<i>L. Hocking</i>	Dawson	4-12-92
Tracey Johnson	<i>T. Johnson</i>	Dawson	4-12-92
Steve Mathes	<i>S. Mathes</i>	Dawson	4-12-92
Robert Pammet	<i>R. Pammet</i>	Dawson	4-12-92
Beth Trudgett	<i>B. Trudgett</i>	Dawson	7-12-92
Jill Williams	<i>J. Williams</i>	Dawson	2-12-92