

ENTERPRISE AGREEMENT

NO: E.A. 120 /1994

DATE REGISTERED: 8-4-94

PRICE: \$ 20-00

## 1. PARTIES TO THE AGREEMENT

An enterprise agreement, made in pursuance of the NSW Industrial Relations Act 1991 in accordance with provisions of sections 115 - 142 of the said Act, entered into between Valleys to Plateau Accommodation Support Incorporated and Valleys to Plateau Respite of Shop 2, 3a Mann Street, Nambucca Heads, NSW, 2448 of the one part and their part time employees with the occupations of Support Workers and Co-ordinator of the other part.

It is agreed by the parties as follows:

## 2. TITLE OF AGREEMENT

This agreement shall be known as Valleys to Plateau Accommodation and Respite Enterprise Agreement.

## 3. INTENTION

This agreement shall only apply to part time employees in the occupations identified. The Valleys to Plateau Accommodation Support Inc. provides its' services to people with disabilities in their own homes, assisting them to develop living skills. It is usual for employees to work broken shifts, assisting clients at the beginning and towards the end of the day. Valleys to Plateau Respite assists people with disabilities and their families with respite options of their choice.

## 4. DURESS

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

## 5. INCIDENCE

The agreement shall regulate totally the terms and conditions of employment previously regulated by the Social and Community Services Employees (State) Award.

## 6. DEFINITIONS

- a) CO-ORDINATOR - "Co-ordinator" shall mean an employee who is responsible for the overall administration and/or co-ordination of the service.
- b) SUPPORT WORKER - "Support Worker" shall mean an employee who assists people with disabilities to live a life-style of their choice. The person may be required to exercise independent judgement but will be under the general supervision of the Co-ordinator.

## 7. TERMS OF ENGAGEMENT

7.1 The employer shall inform each employee in writing as to the terms of his or her engagement.

7.2 The employer shall provide each employee with a job description and duty statement outlining specific duties to be performed, upon engagement, or in the case of existing employees within one month of the effective date of this agreement.

## 8. PART-TIME EMPLOYEES

8.1 Part-time Employee - Shall mean a person who works on a regular basis, hours being less than forty hours a week.

8.2 Part-time Employees - Shall be paid an hourly rate of \$11.60 plus increment of \$1.00 per hour for each year of service.

## 9. CLASSIFICATION AND INCREMENTAL PLACEMENT

- a) Co-ordinator - responsible for supervision of 10 or more employees shall proceed to receive yearly increment on each anniversary of such appointment (\$1.00 per hour @ year).
- b) Support Workers - responsible for assisting people with disabilities shall proceed to receive yearly increment on each anniversary of such appointment (\$1.00 per hour @ year).

## 10. PAYMENT OF WAGES

- a) All wages shall be paid weekly by cash cheque or electronic fund transfer, by agreement, between the majority of employees and the employer.
- b) Upon termination wages due and any other monetary entitlement shall be paid on the date of termination, or forwarded by post on the next working day.
- c) An employer may deduct from amounts due to an employee such amounts as authorised in writing by the employee and deduction of income tax required to be made to the Australian Taxation Office.
- d) On pay days, the employer shall provide for each employee a statement in writing showing the gross salary including allowances; the amount deducted for taxation purposes; particulars of other deductions and the nett amount paid.

## 11. RATES OF PAY

Co-ordinator - \$14.70 per hour with yearly increment of \$1.00 hourly per year.

Support Worker - \$11.60 per hour with yearly increment of \$1.00 hourly per year.

## 12. SUPERANNUATION

In accordance with the Occupational Superannuation Standards Act 1987.  
DEFINITION;

- a) "Employee" means any person employed on a permanent part-time basis who earns more than \$450.00 gross per month.
- b) "Employer" means Valleys to Plateau Accommodation Support Incorporated.  
(Auspice body for Valleys to Plateau Respite.)

- c) Superannuation Fund shall mean the MLC Employee Retirement plan.

#### CONTRIBUTIONS:

- a) The employer shall contribute to the superannuation fund the equivalent of 3% of each employee's gross earnings per month, for employees that earn over \$450.00 per month, as of 1 July 1992.
- b) Such contributions will 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.

#### FUND MEMBERSHIP:

- a) On engagement, and for existing employees, the employer shall make the employee aware of his/her entitlements under this clause, and offer the employee the opportunity to become a member of the appropriate fund. The employer shall provide the employee with full details of the Superannuation Fund.
- b) Where an employee is not a member of the fund, but eligible to join the fund, the employer shall remind the employee, in writing of his/her entitlements within a period of a further three months from the date of becoming eligible for Superannuation.

#### ABSENCE FROM WORK:

- a) Contributions shall continue whilst an employee is absent on paid leave i.e. annual leave, sick leave, bereavement leave.

#### 13. HOURS OF WORK:

- a) The employer in restoring ordinary hours of work shall take all reasonable steps to accommodate reasonable requests of the employee.
- b) Hours of work as per monthly roster.
- c) Nambucca Shire Respite and Crisis Service. "Flexible hours as per negotiation".

#### 14. ROSTER OF HOURS

The ordinary hours of work for each employee shall be displayed on a roster in a place conveniently accessible to employees. Where reasonable practicable such rosters shall be displayed two weeks, but in any case at least one week prior to the commencing date of the first working period in any roster.

#### 15. PUBLIC HOLIDAYS

Public Holidays will be paid only if the employee is rostered on duty. All gazetted public holidays except those below, if worked will be paid at the employees ordinary hourly rate of

pay.

The following holidays shall be paid, if worked, as follows:-

|               |      |                 |
|---------------|------|-----------------|
| Christmas Day | Paid | Double Time     |
| Boxing Day    | Paid | Time and a Half |
| New Years Day | Paid | Time and a Half |
| Good Friday   | Paid | Time and a Half |

16. SLEEPOVER

An employee engaged on sleepover shall be paid a sleepover allowance equivalent to three hours payment at ordinary rates. Such payment is compensation for the sleepover and for all necessary work.

17. ANNUAL LEAVE

In accordance with the Annual Holidays Act 1944.

- a) Permanent part-time employee's shall be entitled to annual leave after each twelve months of continuous service. 1 month's notice required.
- b) Such annual leave shall be calculated on average of weekly hours over the 52 week period.

18. ANNUAL LEAVE LOADING

- a) Each employee after first year of employment is entitled to 17½% loading additional to 4 weeks annual leave. The loading shall be calculated on an average of weekly hours over the 52 week period.
- b) Each employee who takes part of whole of annual leave before the twelve months, shall be paid the 17½% loading on the date the employee becomes eligible.

19. BEREAVEMENT LEAVE

- a) 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 or child, brother, sister, grandparent, father-in-law 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 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 employee to his/her employer.

20. SPECIAL LEAVE:

- a) In case of domestic or other pressing necessity, an employee shall be entitled to up to five days unpaid leave in each twelve months of service, to be taken at mutually agreed times provided that any such request for such leave shall not be unreasonably refused by the employer. Wherever possible, forward notice to be given to Co-ordinator.

21. SICK LEAVE

- a) Employees are not entitled to sick leave until after first

3 months of employment. Wherever possible, forward notice to be given to Co-ordinator.

- b) Medical Certificate required in case of 2 days or more.
- c) SICK LEAVE ENTITLEMENT PER YEAR OF SERVICE:
  - 1) average weekly hours over 30 hours = 10 days sick leave.
  - 2) average weekly hours over 20 hours = 5 days sick leave.
  - 3) average weekly hours over 10 hours = 5 days sick leave.
- d) If the full period of sick leave as described above is not taken in any year, such portion as is not taken shall be cumulative up to five years. There shall be no payment of portions of leave not taken, on retirement or termination.

## 22. PARENTAL LEAVE

In accordance with the Industrial Relations Act 1991

## 23. LONG SERVICE LEAVE

In accordance with the Long Service Leave Act 1955

## 24. JURY SERVICE

An employee required to attend for jury service during his/her ordinary working hours shall be reimbursed by the employer at an amount equal to the difference between the an amount paid in respect of his or her attendance for such jury service and the amount of wages that would have been received in respect of the ordinary time that would have been worked.

## 25. MOTOR VEHICLE ALLOWANCE

Where an employee is required by their employer to use their motor vehicle in the course of their duty, they shall be paid an amount of 40 cents per kilometre travelled during such use. Allowance not paid when travelling to and from work or between places of work.

## 26. GRIEVANCE AND DISPUTES SETTLING PROCEDURE

The 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.

### STAGES IN PROCEDURE

- 1) Employee notifies the employer (in writing or otherwise) as to the substance of grievance, requests a meeting with the management and states the remedy sought.
- 2) Discussion held between employee (and representative) and

Co-ordinator, if the matter not resolved.

- 3) Employee (and representative) confer with Committee member. If not resolved.
- 4) Employee puts the matter to the Committee in writing. If the matter not resolved
- 5) Referral to a mutually agreeable third party for mediation.
- 6) Referral to the industrial Relations Commission.

THE PROCEDURE REQUIRES:

- \* reasonable time limits to be set for discussion at each stage
- \* normal work to continue while the procedure is being followed
- \* if the matter has not been resolved at the conclusion of the discussion, the employer must provide a response to the employee's grievance, including reasons for not implementing any proposed remedy.

27. TERMINATION OF EMPLOYMENT

The employment of part-time employee may be terminated by two week's notice on either side or by the payment by the employer or forfeiture by the employee of two weeks' pay in lieu of notice. This shall not effect the employer's right to dismiss an employee without notice for misconduct which justifies instant dismissal.

28. EMPLOYEES' INDEMNITY AGAINST CIVIL LIABILITY

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

29. TIME RECORDS:

In accordance with the Industrial Relations Act 1991

30. AMENITIES:

- 30.1 The employer shall provide reasonable toilet and washing facilities for the use of employee's in each office of place of business.
- 30.2 The employer shall supply and maintain reasonable heating and cooling appliances for the safe and healthy functioning of the worksite.
- 30.3 The employer shall provide reasonable facilities for the taking of meals, including a table and chairs, boiling water, refrigerated water, a refrigerator and a suitable cupboard for the storing of utensils and supplies.
- 30.4 The employer shall provide for employees a rest area well furnished.

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31. POSTING OF AGREEMENT

A copy of Enterprise Agreement will be kept at the office and will be accessible to employees.

32. TERMS

The agreement shall operate from the date of registration and shall remain in force for a period of one year unless varied or terminated earlier by the provisions provided by the Act.

Signed for and on behalf of Nambucca Shire Accommodation Services

Signature

Printed Name and Occupation

Witness  
Date

Signed by employees]

Signature

Printed Name and Occupation

Witness  
Date



32. TERM

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

Signed for and on behalf of Nambucca Shire Accommodation Services

Signature *megan harris*

Printed Name and Occupation

MEGAN HARRIS - CO-ORDINATOR

Witness *MOB*

Date 24/6/93

Signed by employees}

*R. Baxman*  
Signature  
*Paul Jurgens*  
*M.V. Hardingham*  
*B. Dorman*  
*R. Mills*  
*Deborah*  
*Cheryl Baptist*  
*Rebekah Caper*  
*M. M. Gannell*

Witness  
Date 24.6.93 *K. maple*

*megan harris*  
*R. Wright*  
*megan harris*  
*R. Mills*  
*K. Jeffrey*  
*Leslie Lockwood*  
*Frank B. Stack*  
*S. G. Nicol*  
*Dorothy J. VanDuyteren*

KARL BAXMAN Support Worker

Printed Name and Occupation  
- PAUL JURGENS SUPPORT WORKER.

*M.V. Hardingham* SUPPORT WORKER  
SUPPORT WORKER.

R. AMILIS SUPPORT WORKER  
HEATHER SCHEMBRI SUPPORT WORKER  
MEGAN L.D. CARTWRIGHT / SUPPORT WORKER

DEBORAH S. MEYER SUPPORT WORKER.  
Diana Love Support Worker  
MICHAEL O'BRIEN CO-ORDINATOR N.S.R.C.S.  
Wilhelmina GOSWELL, SUPPORT WORKER  
S.J. PEAKE, SUPPORT WORKER  
K.R. MAPLES SUPPORT WORKERS.

*V. Wright* SUPPORT WORKER  
*M. McWanara* SUPPORT WORKER.  
MEGAN HARRIS CO-ORDINATOR  
GORDON MILLS RESPITE WORKER  
KIM JEFFREY SUPPORT WORKER  
LESLIE LOCKWOOD SUPPORT WORKER  
FRANK B. STACK SUPPORT WORKER

STUART G. NICOL. SUPPORT WORKER.  
Kim Villensen. Support worker.  
Dorothy J. VanDuyteren Support Work.

## JOB DESCRIPTION

- POSITION TITLE:** CO-ORDINATOR ACCOMMODATION SUPPORT  
The Co-ordinator will work with staff and consumers of the Service to ensure that the most appropriate and effective services are provided to people with a disability to assist them in living a life of their choice.
- ACCOUNTABILITY:** The Co-ordinator will be responsible to the Executive Committee of Valleys to Plateau Accommodation Support.
- KNOWLEDGE/SKILLS REQUIRED:**
- \*Knowledge and understanding of people with disabilities
  - \*Knowledge of \*Normalization Principles  
\*Disability Services Act
  - \*Good communication skills; also an ability to communicate with people who have limited communication skills.
- QUALIFICATIONS:** Tertiary qualification in Social, Behavioural Sciences, Education OR appropriate experience OR a willingness to be trained.
- OTHER REQUIREMENTS:** A driver's licence and own car.  
Home telephone.
- DUTIES:**
1. CONSUMER FOCUS
    - \*Promote the dignity, independence and rights of each consumer.
    - \*Maintain contact with consumer's family, friends and advocates.
    - \*Liaise with employers and or other organisations as appropriate to promote community integration.
    - \*Develop and implement personal plans in consultation with consumers, carer and other significant people ensuring support is provided for development of informed choice.
    - \*Encourage participation of consumer and parent representation on management committee.
    - \*Encourage and assist consumers to lodge a grievance if necessary.
    - \*Ensure confidentiality of information of all consumers.
  
  2. STAFF FOCUS
    - \*To assist support workers to develop programs for consumers:-
      - \*personal, community and social relationships
      - \*personal care, health care, independent living skills, budgeting, travel skills and recreational/leisure skills
      - \*choices, rights and responsibilities.

2. STAFF FOCUS  
(continued)

- \*Monitor staff monthly reports.
- \*Supervise staff when necessary.
- \*Interview with committee members and new staff.
- \*Develop monthly rosters at least one week prior to the commencement date of the first working period.
- \*Ability to work as part of a team.

3. ADMINISTRATION

- \*Keep relevant consumer records.
- \*Payment of weekly support workers' wages
- \*Monthly Group Tax.
- \*Monthly 3% Superannuation.
- \*Payment of accounts and all office expenses - e.g. rent, electricity, insurance, etc.
- \*Maintain Petty Cash system.
- \*Liaise with funding bodies, government and non-government.
- \*Keep all relevant accounts, cheque books, receipt books.
- \*To prepare reports for both Executive and members.
- \*Attend Executive meetings as well as quarterly members' meetings.

OTHER DUTIES:

- \*Express a willingness to undertake further training and/or courses as deemed necessary by the Executive Committee.
- \*The Co-ordinator is required to conduct and present themselves in a responsible manner within the hours of duty or when representing the Service.

SALARY & CONDITIONS:

- \*As per Enterprise Agreement.
- \*30 hours a week.
- \*Time in lieu is provided for time spent outside of normal working hours in work related activities, maintaining hours record.

Signed .....

Date.....