

ENTERPRISE AGREEMENT

NO: E.A. 277 /1994

DATE REGISTERED: 3-8-94

PRICE: \$ 26-00

SHORTLAND WETLANDS CENTRE LTD.

ENTERPRISE AGREEMENT

QV SW WPB Amst *LS* *AL GR for MM 7*

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1. Title

This agreement shall be known as the 'Shortland Wetlands Centre Enterprise Agreement'.

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 Act, entered into on [date to be inserted], between Shortland Wetlands Centre Ltd. of Sandgate Road, Shortland NSW of the one part, and the employees of Shortland Wetlands Centre Ltd.

3. Application

- (1) The purpose of this agreement is to regulate the terms and conditions of employment, including any terms previously regulated by the Theatrical Employees Recreation and Leisure Industry (State) Award and the Miscellaneous Gardeners, &c. (State) Award.
- (2) This Enterprise Agreement binds Shortland Wetlands Centre Ltd., its officers and employees.
- (3) This agreement was not entered into under duress by any party to it.

4. Interpretation

- (1) The following terms have the indicated meaning in this Enterprise Agreement:

- "Casual" - persons who do not work a constant number of hours per week, or who work a constant number of hours not more than ten hours per week.
- "Centre" - the grounds and buildings of the Wetlands Centre site.
- "Continuous Employment" - includes absence on leave approved by SWC, and any absence by reason of personal illness, injury and other reasonable cause, proof of which shall be upon the employee.

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- “Full-time” - persons employed for forty (40) hours per week.
- “Month” - calendar month.
- “Part-time” - persons employed for a constant number of hours per week in excess of ten hours.
- “SWC” - Shortland Wetlands Centre Ltd., as represented by the senior management officer with responsibility for day to day operations, or his or her nominee in relation to any particular responsibility.
- “Year” - period of twelve months commencing on the day on which the employment commences (unless otherwise indicated).

(2) The following classifications apply to employees:

- “Executive Staff” - are employees who are responsible for the implementation of organisational policy, the overall operation of SWC and its performance, and shall include the managers of any management divisions of Shortland Wetlands Centre Ltd but shall exclude the senior management officer with overall responsibility for day to day operations.
- “Research Staff” - are employees who work primarily on research and/or consultancy studies, and shall include Research Officers, Research Assistants and Project Officers.
- “Centre Staff” - are employees who work primarily in relation to the operations and maintenance of the Centre, including Administrative Assistants, Interpretation Officers, Grounds Assistants and Guides.

5. 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 NSW Industrial Relations Act 1991.

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6. Hours

The ordinary hours of work of employees shall not exceed forty hours per week averaged over a 52 week period, and generally shall be worked as 8 hour days between 8 am and 6 pm.

7. Meal Times

All employees working for more than five hours on any day shall be entitled to a meal break of 30 minutes on that day, which shall be included as part of the ordinary hours of work.

8. Salaries of Executive and Research Staff

Salaries of Executive Staff and Research Staff shall be fixed at annual rates which are agreed by private negotiation between SWC and individual employees. A wage package shall be negotiated on commencement of employment, based on the qualifications of the individual, relativities within Shortland Wetlands Centre Ltd, the current market rates for similar positions, and the financial capacity of Shortland Wetlands Centre Ltd. Such wage package shall be subject to review annually, prior to the commencement of each calendar year, or may be reviewed at any other time at the request of the employee, or the initiation of SWC based on the performance of the employee and/or the changing needs and financial capacity of Shortland Wetlands Centre Ltd.

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9. Wages of Centre Staff

- (1) The Levels I, II, III and IV as defined by the Theatrical Employees Recreation and Leisure Industry (State) Award, as well as an additional Level V, shall apply for the purposes of determining rates of pay of Centre Staff. In relation to employment by SWC, these levels generally apply as follows:
- (i) Level I - An employee who performs duties of a routine nature, requiring the use of minimal judgement and supervision, and for which no formal qualifications are required. (e.g. Administrative Assistant undertaking minor routine tasks).
 - (ii) Level II - An employee undertaking formal or informal structured training to perform duties normally undertaken by a Level III employee, or an employee performing Level I duties and supervising other Level I employees (e.g. Grounds Assistant).
 - (iii) Level III - An employee who has completed structured training appropriate to perform administrative or operational tasks with minimal supervision. Level III employees take responsibility for the quality of their own work, may be required to supervise Level I or II employees, and take responsibility for operation of some aspect of the Centre. (e.g. Administrative Assistant responsible for financial records or responsible for the Centre on Saturday or Sunday; Guide).
 - (iv) Level IV - A trade qualified employee who is employed in a position utilising those trade qualifications.
 - (v) Level V - A professionally or sub-professionally qualified employee who is employed in a position utilising such qualifications. (e.g. Interpretation Officer).
- (2) Wages of full-time and part-time Centre Staff shall be determined at hourly rates which shall not be less than the relevant rates prescribed from time to time by the Theatrical Employees Recreation and Leisure Industry (State) Award. At the time of registration of this agreement, the relevant hourly rates for ordinary hours of work under this agreement shall be:

Level I	8.50
Level II	9.00
Level III	9.50
Level IV	10.50
Level V	12.50

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- (3) An employee required to supervise other employees shall be paid at a Level above the Level of the employees being supervised.
- (4) All ordinary work on a Saturday or Sunday shall be paid at a rate equivalent to 150% of the employee's ordinary-time rate of pay.
- (5) Casual Centre Staff shall be paid at an hourly rate of not less than 130% of the appropriate hourly rate for full-time and part-time Centre Staff, for all hours worked. This loaded rate includes statutory obligations for annual holidays, as well as work on Saturdays, Sundays and public holidays.

10. Payment of Salaries and Wages

Salaries and wages shall be paid weekly, directly into an account maintained by the employee with the Newcastle Permanent Building Society.

11. Superannuation

(1) In this clause:

(a) "Eligible employee" means -

(i) a full-time or part-time employee;

(ii) a casual employee whose total earnings paid by SWC in a financial year exceed \$2,500.00.

(b) "Financial year" means 1 July to 30 June.

- (2) Each eligible employee shall receive superannuation, in addition to their gross salary or wages, paid at the rate of 3% of their gross salary or wages, or at such other rate that may be prescribed from time to time by statute.
- (3) Superannuation shall be paid monthly into a superannuation fund established for each employee with GIO Australia, providing that any new employee may select to have superannuation paid into an existing alternative approved superannuation fund.

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12. Recreation Leave

- (1) Full-time employees shall be entitled to twenty days paid recreation leave per year, accruing at a rate of 1.67 days per month.
- (2) Part-time employees shall accrue an entitlement of a number of days paid recreation leave determined on a pro-rata basis with respect to the number of normal hours worked in a month compared with the number of hours a full time employee would work in that month.
- (3) Casual employees shall not be entitled to paid recreation leave.
- (4) Employees taking recreation leave shall do so at a convenient time agreed in advance with SWC, and shall be paid in advance when taking leave.
- (5) Subject to the Annual Holidays Act 1944, unused recreation leave shall accumulate from year to year provided that :
 - (a) the employee remains in continued employment with Shortland Wetlands Centre Ltd; and
 - (b) the accumulated recreation leave does not exceed forty days;
- (6) An employee shall be paid for any untaken recreation leave at the normal rate of pay applicable at the time of termination.

13. Public Holidays

- (1) All full-time and part-time employees shall be entitled to a paid holiday, at the normal rate of pay, for any gazetted public holiday which falls on a day when those employees would have normally worked.
- (2) A full-time or part-time employee who works on a gazetted public holiday shall be entitled to equivalent time off in lieu at normal rates of pay.
- (3) A casual employee who works on a public holiday shall be paid at the normal rate of pay.
- (4) Every employee allowed a public holiday shall be deemed to have worked the number of ordinary hours that the employee would have worked had the day not been a holiday.

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14. Sick Leave

- (1) Full-time employees shall be entitled to paid sick leave of not more than eighty hours in each calendar year, provided that any such sick leave taken during the first three months continuous service will not be paid until that period of service is complete.
- (2) Part-time employees with not less than three months continuous service shall accrue sick leave determined on a pro-rata basis with respect to the number of hours worked in a month compared with the number of hours a full time employee would work in that month.
- (3) Casual employees shall not be entitled to paid sick leave.
- (4) Unclaimed sick leave shall accumulate from year to year provided that :
 - (a) the employee remains in continued employment with Shortland Wetlands Centre Ltd;
 - (b) the accumulated sick leave does not exceed one hundred and sixty hours (20 x 8 hour days); and
 - (c) the employee shall not be entitled to be paid for unclaimed sick leave on termination of employment.
- (5) The granting of sick leave shall be subject to the employee informing his or her immediate supervisor of the intended absence as soon as practicable, and keep the supervisor informed of any intended extension of the absence beyond that previously advised.
- (6) An employee claiming sick leave shall furnish to SWC evidence that the employee was unable to attend for duty by reason of illness or injury, where:
 - (a) the period of absence is two or more consecutive days; or
 - (b) three or more days sick leave are taken in any month.
- (7) For the purposes of clause (6)(a), days on which an employee would not normally work, including public holidays, are not considered to interrupt consecutive days.
- (8) An employee shall not be entitled to paid sick leave for any period for which he/she is entitled to workers compensation.

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15. Special Leave

- (1) Compassionate Leave - A full-time or part-time employee shall on the death of a spouse or partner (other than a spouse or partner from whom the employee is separated), father, mother, parent-in-law, grandparent, child, stepchild, grandchild, brother or sister, be entitled to paid leave up to and including the day of the funeral of such relative for a period not exceeding the number of hours normally worked by the employee in three days.
- (2) Maternity / Paternity Leave - A full-time or part-time employee with not less than six months continuous service shall, on the birth of his or her child, or adoption of an infant, be entitled to leave without pay for a period not exceeding twelve consecutive months.
- (3) Jury Service - A full-time or part-time employee shall be allowed leave of absence during any period when required to attend for jury service, during which the employee shall be paid the difference between the jury service fee and the employee's normal rate of pay.
- (4) Concessional Leave - SWC may, without prejudice, grant an employee paid leave under circumstances in which no other form of paid leave is applicable.

16. Leave Without Pay

- (1) SWC may approve short term leave of absence for an employee without pay for a period not exceeding three months in any two year period.
- (2) Any period of approved leave without pay shall not be deemed to interrupt continuous employment, but shall not be counted as part of the period of continuous employment.

17. Time in Lieu

An employee taking time in lieu for overtime or public holidays worked shall do so at a convenient time agreed in advance with SWC.

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18. Termination of Employment

Except in the case of malingering, inefficiency, neglect of duty or misconduct justifying instant dismissal, employment of an employee may be terminated by four weeks' notice on either side in the case of Executive Staff and Research Staff, or two weeks' notice on either side in the case of Centre Staff.

19. Grievance and Dispute Settlement Procedure

- (1) Grievances and disputes shall be dealt with in the following manner:
 - (a) An aggrieved employee shall notify SWC of the issue or problem, requesting a meeting to discuss the matter and state the remedy sought. This meeting shall take place within three working days of the issue being raised (weekends and holidays excepted).
 - (b) If the employee is not satisfied with the results of this meeting, the employee may request a meeting with the Board of Directors of Shortland Wetlands Centre Ltd., which shall take place within one week after the meeting referred to in subclause (a).
 - (c) If the matter is still not settled, the parties may jointly or individually seek the assistance of the Industrial Relations Commission for settlement.
- (2) Without prejudice to either party, and except where a bona fide safety issue is involved, normal work shall continue while the matter is negotiated.

Handwritten signatures and initials:
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21. Parties to the Enterprise Agreement

Signed for and on behalf of Shortland Wetlands Centre Ltd:

Signature: Maxwell Maddock
 Printed name & position: Dr Maxwell Maddock, Executive Director
 Witness: [Signature]
 Date: 9.3.94

Signed by the employees of Shortland Wetlands Centre Ltd:

Signed by: Jen Ruming
 Printed name & position: Jennifer Ruming, Manager, Admin. & Visitor Services
 Witness: [Signature]
 Date: 9/3/94

Signed by: Michael Murray
 Printed name & position: Michael Murray, Project Officer
 Witness: Jen Ruming
 Date: 9.3.94

Signed by: [Signature]
 Printed name & position: Sharryn Brown, Project Officer
 Witness: Jen Ruming
 Date: 10.3.94

Signed by: [Signature]
 Printed name & position: David Geering, Project Officer
 Witness: Jen Ruming
 Date: 10.3.94

Signed by: Jennifer Clarke
 Printed name & position: Jennifer Clarke, Research Assistant
 Witness: Jan Ruz
 Date: 10.3.94

Signed by: Wilma Barden
 Printed name & position: Wilma Barden, Administrative Assistant
 Witness: Jan Ruz
 Date: 9/3/94

Signed by: Anne-Maree Hunter
 Printed name & position: Anne-Maree Hunter, Interpretation Officer
 Witness: Jan Ruz
 Date: 10/3/94

Signed by: Susan Wright
 Printed name & position: Susan Wright, General Assistant
 Witness: Jan Ruz
 Date: 9.3.94

Signed by: Geoffrey C. Nicholls
 Printed name & position: Geoffrey Nicholls, General Assistant
 Witness: Jan Ruz
 Date: 15/3/94