

ENTERPRISE AGREEMENT

NO: E.A. 13 /1997

DATE REGISTERED: 10-2-97

PRICE: \$ 28-00

ABILITY OPTIONS LTD AGREEMENT



ENTERPRISE AGREEMENT

BETWEEN

ABILITY OPTIONS LIMITED

AND

**ABILITY OPTIONS LIMITED EMPLOYEES ENGAGED IN
CLASSIFICATIONS SET OUT IN THIS AGREEMENT.**

Filed with the Industrial Registrar on 1996

**AN ENTERPRISE AGREEMENT made this 1996, in pursuance
of the provisions of the Industrial Relations Act 1991 of New South Wales between
ABILITY OPTIONS Limited and their Employees engaged in the accommodation
services sector of the Company.**

ABILITY OPTIONS LTD AGREEMENT

1. **TITLE OF AGREEMENT**

This Agreement shall be known as the Ability Options Limited Enterprise Agreement No. 1.

2. **ARRANGEMENT**

1. Title of Agreement
2. Arrangement
3. Area, Incidence and Parties Bound
4. Date of Operation
5. Intention
6. Duress
7. Hours of Work
8. Overtime
9. Shift Work
10. Remuneration
11. Classifications
12. Casual Employees
13. Payment of Wages
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20. Superannuation
21. Disciplinary Action
22. Termination
23. Signatories to Agreement

3. **AREA, INCIDENCE AND PARTIES BOUND**

This Agreement shall be binding upon Ability Options Limited and all employees of the Company covered by classifications under Clause 11 of this Agreement. This Agreement shall totally regulate the terms and conditions of employment previously regulated by the Social and Community Services Employees (State) Award. Nothing in this Agreement limits the application to employees of any conditions of employment that apply under the Industrial Relations Act 1991, Annual Holidays Act 1944 or the Long Service Leave Act 1955.

4. **DATE OF OPERATION**

This Agreement shall take effect from the beginning of the first full pay period to commence on or after the date of this Agreement's registration and shall remain in force for a period of two (2) years. This agreement remains in force until a new agreement takes effect unless varied or terminated either by the provisions provided by the Industrial Relations Act 1991.

5. **INTENTION**

This Agreement shall only apply to employees of the company in the classifications identified in the Agreement. Definitions of the classifications set out in this Agreement have been the subject of negotiations between the parties and identify the Company's requirements both practically and professionally of its employees to fulfil those classifications.

6. **DURESS**

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

7. **HOURS OF WORK**

- 7.1 Ordinary hours of work shall not exceed forty (40) hours per week averaged over a fifty two (52) week period.
- 7.2 The ordinary hours of work shall be worked over Monday to Sunday.
- 7.3 The ordinary hours of work shall be between a minimum of three (3) hours per day and a maximum of (10) hours per day.
- 7.4 The ordinary hours of work shall provide for a minimum of an eight (8) hour break between shifts.
- 7.5 The minimum ordinary hours of work shall not apply to attendance at meetings which are identified as compulsory in duty statements. However, scheduling of meetings will take into consideration travelling distance, out of work commitments and hours of work, and will endeavour to minimise inconvenience to staff attending.
- 7.6 Employees working five (5) hours or more are entitled to take a half hour paid meal break. This break is only to be taken at a time which is practicable and in a manner which does not breach the employee's duty of care.

PUBLIC HOLIDAYS

Employees required to work on Christmas Day, Boxing Day, New Year's Day, Australia Day, Good Friday, Easter Saturday and Monday, Anzac Day, Queens Birthday and Labour Day will be paid double time. Other employees who were rostered to work but are not required to do so will be paid their rostered hours for that day.

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8. OVERTIME

- 8.1 Overtime means time worked with the authorisation of the employer, except in the case of emergency, beyond the rostered hours of work.
- 8.2 Overtime shall be paid at the rate of single time or time off in lieu for the authorised additional hours. Time off in lieu will only be accrued with mutual agreement between the employee and their supervisor. The maximum time off in lieu that can be accrued is sixteen (16) hours a month unless otherwise negotiated with the employer.

9. SHIFT WORK

For the purpose of this Agreement, shift work provisions in the Award shall not apply.

10. REMUNERATION

The salaries set out below are yearly salaries and are paid as arranged between Ability Options Ltd and their employees. The salaries are subject to review annually. Pay increments are conditional on a positive annual performance evaluation with the employee's supervisor and staff adhering to their agreed job descriptions.

VALUE OF SALARY PACKAGES - P.A. PLUS SUPERANNUATION

SOCIAL EDUCATOR

Employees joining Ability Options will enter at Level A. Their performance will be assessed against the competencies detailed in the Job description after three months of employment. To progress to levels B, C, and D, an employee must have demonstrated their ability to complete all competencies of the previous level.

| | |
|----------------|------------------------------|
| Level A | \$25,055 p.a. (\$12.04 p.h.) |
| Level B | \$26,298 p.a. (\$12.64 p.h.) |
| Level C | \$27,851 p.a. (\$13.38 p.h.) |
| Level D | \$30,957 p.a. (\$14.88 p.h.) |

TEAM FACILITATOR

Social Educator with a minimum four years length of service in the disability field and/or proven ability and competencies to consistently fulfil a broader range of responsibilities than those detailed in the Social Educator Job Description. A Facilitator joining Ability Options will enter at Level E and will be assessed after three months of employment. In order to progress to the next level an employee must demonstrate ability to complete all competencies of the previous level.

| | | |
|---------|----|------------------------------|
| Level E | E1 | \$31,524 p.a. (\$15.15 p.h) |
| | E2 | \$33,101 p.a. (\$15.91 p.h.) |
| | E3 | \$34,677 p.a. (\$16.67 p.h.) |

COORDINATOR

Package negotiable with Employer up to a value of \$38,500 including a vehicle.

INFLATION INDEXATION

Any inflation indexation adjustments to the funding of Ability Options Ltd accommodation services will be passed on pro rata to the salary scale.

OTHER ALLOWANCES

Where employees are required by the Employer to use their motor vehicle in the course of their duty, they shall be paid an amount of 39 cents per kilometre travelled during such use.

Where the employee is required to incur expenses while supporting an Ability Options consumer on a programme or while supporting the consumer on a pre-approved recreational activity, the employee will be reimbursed for their expenses in line with company policy

Where employees are required to work on Public Holidays, they shall be paid at the rate of double time for authorised hours worked.

An allowance for higher duties will be paid when an employee is required to relieve another employee who is a Team Facilitator, Coordinator or Manager for a minimum period of two consecutive weeks. Higher duties allowance will be paid at the minimum rate.

Where an employee works a relief shift that entails more than twelve (12) hours, but includes their normal shift a meal allowance of ten (10) dollars will be paid.

If an employee is called upon to work across two (2) locations that is not their normal shift, and where a relief staff person is not available to work in the second (2nd) location an allowance of fifteen (15) dollars will be paid.

If an employee is called upon to work in a high-support location where there should be a double up of staff and is only one staff person on duty due to sickness and/or unavailability of relief staff, an allowance of fifteen (15) dollars will be paid.

BOARD OF DIRECTORS

The Board of Directors of Ability Options Limited will be committed to lobbying for extra funding from both Government and Non-Government sources to improve the conditions of employment of Ability Options Staff.

11. CLASSIFICATIONS

SOCIAL EDUCATOR

A social educator shall mean a person who is employed to perform duties which may include service delivery on an individual, group or community basis. Such a person may be required to exercise initiative and independent judgement but will be under the general supervision of a Team Facilitator.

The salary levels set out in Clause 10 - Remuneration, relate to the qualifications, experiences and skills detailed in the Job Description package - Social Educator

TEAM FACILITATOR

A team facilitator shall mean an employee who performs more varied, complex and responsible work than a social educator on an individual, group or community basis. Such a person may be required to exercise substantial responsibility in relation to service delivery, initiative and substantial judgement and have an extensive knowledge of social and community services and shall be subject only to general supervision. Such duties may include case responsibility for clients, coordination of a service, contributing to policy development, and supervision of other workers.

A social educator or team facilitator will work in any designated area/s of the company as directed. However the normal practice will be for employees to work continuously in one or more designated area/s and to return to the designated area/s after any periods of approved leave.

Staff will be given two weeks notice for change of location/roster unless agreement or disciplinary action or benefit of consent.

The salary levels set out in Clause 10 - Remuneration, relate to the qualifications, experience and skills detailed in the Job Description package- Team Facilitator.

COORDINATOR

A coordinator shall mean an employee who is employed to effectively and efficiently coordinate Ability Options Ltd's supported accommodation service congruent with the NSW Disability Service Standards and the organisational mission and goal statements. Specific responsibilities include the coordination of personnel functions/processes, programming support, service provision, and some aspects of service development and operation.

The salary level set out in Clause 10- Remuneration, relate to the qualifications, experience and skills detailed in the Job Description package- Coordinator.

12. CASUAL EMPLOYEES

- 12.1 "Casual Employee" shall mean an employee engaged to work temporary or Relieving duties and be paid in the following manner.
- 12.2 A casual employee shall be paid an hourly rate equal to one-fortieth of the appropriate weekly rate prescribed in clause 10, remuneration, plus an additional loading of fifteen percent with no entitlement to paid absences or public holidays, sick leave or other leave.
- 12.3 A casual employee shall be paid a minimum of two hours at the appropriate rate for each engagement

13. PAYMENT OF WAGES

- 13.1 All wages shall be paid at least fortnightly by cash, cheque or electronic funds transfer, by agreement between the majority of employees and the employer.
- 13.2 The employer may deduct from amounts due to an employee such amounts as authorised in writing by the employee and deductions of income tax required to be made to the Australian Taxation Office.
- 13.3 Wages shall be paid during working hours on a weekday being not more than five days following the end of the pay period. The pay day selected, once agreed, shall not be changed without the agreement of a majority of the employees. In the case of electronic funds transfer payments, wages shall be transferred to the nominated account within twelve hours of the close of business on the nominated pay day.

14. ANNUAL LEAVE

In accordance with the Annual Holiday Act 1944, all staff will receive five (5) weeks annual leave or pro-rata, with the exception of staff who have been employed Monday to Friday who will receive four (4) weeks annual leave or pro rata.

An annual leave loading of 17.5% shall be paid on annual leave due and taken.

Annual Leave shall be taken at times mutually agreed between the employer and employee however Ability Options Ltd shall have the first responsibility to grant annual leave. This responsibility will not be unreasonably held.

15. SICK LEAVE

- 15.1 In their first year of service, employees shall be entitled to sick leave on full pay calculated by allowing forty (40) working hours less any sick leave on full pay already taken subject to the conditions below.

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After their first year of service, employees shall be entitled to sick leave on full pay, calculated by allowing eighty (80) ordinary working hours for each year of continuous service less any sick leave on full pay already taken, subject to the following conditions:

- 15.2 The employer may require the sickness to be certified by a legally qualified medical practitioner approved by the employer after 2 consecutive days of illness.
- 15.3 An employee after three months' continuous service shall claim any sick leave taken during the probation period.
- 15.4 A permanent part time employee shall be paid sick leave in proportion to a permanent full time employee. Such entitlements shall be subject to all the above provisions applying to the full time employees.
- 15.5 Sick leave shall be cumulative. The employer will approve accrued sick leave of more than two weeks if it is certified by a legally qualified medical practitioner nominated by the employer. Accumulated sick leave is not payable upon resignation or dismissal.
- 15.6 A doctors certificate may be required if accrued sick leave is taken in single days.
- 15.7 The employer will grant the employee use of up to five days' of their sick leave entitlement for the care of a sick child at home.

16. PARENTAL LEAVE

- 16.1 Ability Options Ltd acknowledges that it is bound by Chapter 2, Division 3, of the Industrial Relations Act 1991 to provide Maternity and Paternity Leave.
- 16.2 The employee shall be entitled to maternity/paternity leave after twelve (12) months of continuous employment.
- 16.3 No payment will be made for maternity/paternity leave, except that the employee may be paid any accrual of sick leave or annual leave during the parental leave period.
- 16.4 An employee wishing to take maternity/paternity leave must notify the employer of the pregnancy at least ten (10) weeks before the expected date of birth and give four (4) weeks notice of intention to take such leave.
- 16.5 Maternity/paternity leave shall not exceed fifty-two (52) weeks for any one pregnancy.
- 16.6 The employer shall not terminate the employment of the employee by the

reason only of the fact that the employee is or has been pregnant or absent on maternity or paternity leave.

- 16.7 Any worker replacing the employee during the period of leave shall be fully informed of the temporary circumstances of his/her employment.
- 16.8 An employee, on returning to work after a period of maternity or paternity leave is entitled to the position held immediately before commencing such leave. In the case of an employee who has worked part-time in connection with the birth of a child, such employee will return to the position held immediately before commencing the part-time work.

17. OTHER LEAVE

- 17.1 The employer shall not refuse any reasonable application for leave without pay by the employee, and provided that the reasonableness or otherwise of the application shall be a matter for the employer to determine in good faith after receiving representation from the employee.
- 17.2 The employee shall be entitled to special leave of up to three (3) days in the event of a death of a close relative, or in the case of work related stress. Special leave entitlement may be extended to cover other exceptional circumstances provided that the application shall be a matter for the employer to determine in good faith after receiving representation from the employee.
- 17.3 The employee shall be entitled to long service leave in accordance with the terms of the Long Service Leave Act 1955 or subsequent amendments. Long service leave will take effect pro-rata after five (5) years of employment.

18. SLEEP OVER SHIFTS

- 18.1 Sleep over means a continuous period during which an employee is required to sleep over at the workplace (which is not their usual residence) and be available to deal with any urgent situation which cannot be dealt with by another worker or be dealt with after the end of the sleep over period.
- 18.2 The employer shall take all reasonable steps to enable the employee to sleep on the premises, including the provision of a bed, and in addition, access to a bathroom, a toilet, and a meal room, provided free of charge to the employee.
- 18.3 An employee shall only sleep over under the following conditions:
 - (a) there is an agreement between the employee and the employer in respect of sleep over periods required at least a week in advance except in the case of an emergency; and
 - (b) a sleep over period shall always consist of ten (10) continuous hours.

- (c) an employee engaged on a sleep over shall be paid a sleep over allowance of \$50 per shift. Such payment is compensation for the sleep over and for all necessary work up to two (2) hours duration during the sleep over period. Any necessary work in excess of two (2) hours during the sleep over period shall be paid at single time.
- (d) Hours worked during a sleep over shall be calculated on the basis that disturbance/s requiring the sleep over staff to be called on duty within an hour period will constitute a single hour. Necessary work created by disturbances occurring over periods greater than one hour or where there is a minimum of one hour between disturbances will constitute another hour's work.
- (e) Where there has been no opportunity for a break between a shift and a sleep over a meal allowance of \$10 will be paid.

19. STAFF TRAINING

- 19.1 On the job training will be provided for new employees prior to their commencing a full work load, whenever possible.
- 19.2 The employer will accommodate any reasonable study and/or lecture time commitments of the employee, up to a maximum of four days per year for agreed courses, provided these are towards accredited qualifications in the field of intellectual disability and provided that the reasonableness or otherwise of the application shall be a matter solely for the employer to determine in good faith after receiving representation from the employee.
- 19.3 Upon request to the employer, the employer may approve the employee to attend a relevant conference with salary, travel and accommodation paid for by the employer, provided that the employee writes a report on the conference tabled to the employer and conducts training programmes for other staff in the topic(s) of the conference.
- 19.4 Staff can participate in relevant competency based training courses identified and paid for by the employer on completion of six months' employment. Staff appraisals shall be held annually to assess work performance, determine further training needs and develop the potential of the employee. For attendance at approved training courses outside normal hours of work, time off in lieu previously accrued shall be negotiated between the employee and the employer.

20. SUPERANNUATION

20.1 Definitions

- (a) "Act and Regulations" means the Occupational Superannuation Standards Act, the Superannuation Guarantee (Admin) Bill 1992 and the Superannuation Guarantee Charge Bill 1992.

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- (b) "Employee" means any person employed on a full-time or part-time basis and casual employees who earn more than \$120 gross per month, employed under the terms of this Agreement.
- (c) "Employer" means Ability Options Ltd.
- (d) "Ordinary time earnings" shall mean remuneration for an employee's weekly work, excluding overtime hours, calculated at the ordinary time rate of pay and any percentage additional payable to casual employees.
- (e) The "Superannuation Fund" or Fund shall mean the Ability Ltd Superannuation Plan. This plan will be with a company which meets the standards set out under the "Occupational Superannuation Standards Act".

20.2 Contributions

- (a) Ability Options Ltd will contribute to the Superannuation Fund the percentage of each employee's ordinary time earnings as specified in the Superannuation Guarantee (Admin) Bill 1992 as amended from time to time.
- (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 Trustees of the Fund.

20.3 Fund Membership

- (a) On engagement, 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.
- (b) Ability Options Ltd will make contributions on behalf of all eligible employees once such employees complete and submit the necessary application forms to the Superannuation Fund.
- (c) Where an employee is not a member of the Fund but eligible to join the fund, Ability Options Ltd will remind employees in writing of their entitlements within a period of a further three (3) months from the date of becoming eligible for superannuation.

20.4 Absence from Work

- (a) Paid Leave - Subject to the trust deed of the fund of which the employee is a member, absences from work will be treated in the following manner:

Contributions shall continue whilst a member of a fund is absent on paid leave such as annual leave, long service leave, public holidays, jury service, sick leave and compassionate leave.

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- (b) Unpaid leave - Contributions shall not be required to be made in respect of any absence from work without pay.
- (c) Work Related Injury and Sickness - In the event of an eligible employee's absence from work due to work related injury or sickness, contributions shall continue for the period of absence (subject to a total of fifty two (52) weeks total absence for each injury or sickness) provided that the member of the fund (employee) is receiving payments pursuant to workers compensation legislation.

21. GRIEVANCE AND DISPUTES SETTLING PROCEDURE

21.1 In the event of a dispute arising for any reason the following procedure will apply:

- (a) the matter shall first be discussed by the aggrieved employee(s) with the immediate supervisor or the Manager, whichever applies.
- (b) in the event of failure to resolve the matter with the Residential Services Manager, the aggrieved employee(s) and/or their representative shall confer with the Executive Committee of Ability Options Ltd
- (c) in the event of failure to resolve the dispute by means of amicable agreement between the parties, the parties may refer the matter to a mutually agreeable third party for mediation. The third party referred to herein may include the Industrial Relations Commission.
- (d) should a settlement not be reached by conciliation, the dispute shall proceed to arbitration in the normal manner and both parties agree to accept the decision of the relative industrial tribunal, subject to each party's rights under the Industrial Arbitration Act 1940.
- (e) an employee can be represented by an industrial organisation of employees.

21.2 It is the purpose of this procedure that normal work continue while the above is being followed. No party shall be prejudiced as to final settlement by the continuance of work in accordance with the disputes procedure. Provided that nothing in this subclause shall be taken to limit the employer's right to summarily dismiss any employee for misconduct which justifies instant dismissal.

22. TERMINATION

22.1 Except as in hereafter provided, this Agreement may be terminated at any time by either the employer or the employee giving notice in writing of at least fourteen (14) days provided that the employer will consider releasing the employee from the provision of such notice should circumstances so warrant.

- 22.2 Except in the event of gross negligence or misconduct by the employee, the employer shall not terminate the services of the employee for unsatisfactory services unless the performance of his/her duties has been formally assessed in line with Ability Options Ltd Disciplinary Termination Procedure.
- 22.3 Where notice of summary dismissal has been given, the employee shall be entitled to appeal to the employer in the form of a written representation, to the Chairperson, which will be circulated to Directors. The employee shall be entitled to seek leave of the employer to attend the meeting of the Board relating to his/her appeal. In the event that the appeal is upheld, notice of termination will be withdrawn by the employer.
- 22.4 Following termination of employment, the employer will furnish the employee with a Certificate of Service in the following form:
- Employee's name
 - Period of employment
 - Title of position
 - Salary at termination
 - Nature of work
 - Other comments.

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ABILITY OPTIONS LTD AGREEMENT

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SIGNATORIES TO AGREEMENT

Signed for and on behalf of Ability Options Limited

Signed: [Signature]

Witnessed by: Loren J Suttana



Common Seal of Ability Options Limited

Signed by the Employees of Ability Options Limited Works Committee

[Signature]
[Name]

30/8/96.
[Date]

[Signature]
[Name]

30-8-96
[Date]

B Barrington
[Name]

30-8-96
[Date]

M Richards
[Name]

30-8-96
[Date]

Endorsed by the Board of Directors
Ability Options
Wednesday 28th August 1996