

**REGISTER OF  
ENTERPRISE AGREEMENTS**

**ENTERPRISE AGREEMENT NO:** EA99/183

**TITLE:** Westhaven Accommodation Support Service Enterprise Agreement 1999

**I.R.C. NO:** 99/2322

**DATE APPROVED/COMMENCEMENT:** 21 May 1999

**TERM:** 24 months

**NEW AGREEMENT OR  
VARIATION:** New

**GAZETTAL REFERENCE:**

**DATE TERMINATED:**

**NUMBER OF PAGES:**

**COVERAGE/DESCRIPTION OF**

**EMPLOYEES:** Applies to employees of The Westhaven Association located at Dubbo, eligible to join the Australian Services Union of New South Wales

**PARTIES:** Westhaven Association Ltd -&- Australian Services Union of N.S.W.



# **WESTHAVEN ACCOMMODATION SUPPORT SERVICE ENTERPRISE AGREEMENT**

**1999**

AN ENTERPRISE AGREEMENT, made in accordance with the NSW Industrial Relations Act 1996 between THE WESTHAVEN ASSOCIATION of Hawthorn Street, Dubbo of the one part and the AUSTRALIAN SERVICES UNION OF NEW SOUTH WALES of the other part.



## 1. TITLE

This Agreement shall be known as the Westhaven Accommodation Support Service Enterprise Agreement 1999.

## 2. ARRANGEMENT

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### 3. APPLICATION AND INTENTION

- 3.1 This Agreement shall apply to and be binding upon The Westhaven Association (hereinafter referred to as "the Association") and the Australian Services Union of New South Wales (hereinafter referred to as "the Union") and employees eligible to join the Union (whether members or not) who are employed by the Association in the Westhaven Accommodation Support Service.
- 3.2 This Agreement has been developed through a voluntary process of consultation and participation with both the parties and reflects the commitment of the Association, the Union and employees to deliver a high standard of service to people with developmental disabilities (hereinafter referred to as "residents") and to maintain a harmonious and fulfilling work environment.
- 3.3 This Agreement shall regulate the terms and conditions of employment previously regulated by the Westhaven Association Enterprise Agreement 1992.

### 4. DURATION

- 4.1 This Agreement shall take effect from the day of 1999, being the date of registration, and shall remain in force for a period of two years from the date of registration.
- 4.2 The parties will consult together at an appropriate time to ensure that the Agreement is re-negotiated before the expiry date. It is intended that 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.
- 4.3 Any variations to this Agreement shall be processed in accordance with Part 2 of Chapter 2 of the NSW Industrial Relations Act 1996.

### 5. DEFINITIONS

**"Residents"** shall mean the people with development disabilities who are resident within the Westhaven Accommodation Support Service.

**"Developmental Disability"** describes a chronic disability which:

- (a) is attributable to an intellectual or physical impairment or combination of intellectual and physical impairments;
- (b) is manifested before the person attains age 18;



- (c) is likely to continue indefinitely;
- (d) results in substantial functional limitation in three or more of the following areas of major life activity: self-care, receptive and expressive language, learning, mobility, self-direction, capacity for independent living, economic self-sufficiency; and
- (e) reflects the person's need for a combination and sequence of special interdisciplinary or generic care, treatment or other services, which are of lifelong or extended duration and individually planned and co-ordinated.

For practical purposes this includes persons with an intellectual handicap, severe epilepsy, cerebral palsy, brain damage acquired in childhood and those with other neurological disorders needing similar provisions.

**“Residential Support Worker”** shall mean a person who is employed to perform duties and provide services within the Westhaven Accommodation Support Service on an individual or group basis. Such person may be required to exercise initiative and independent judgement but will be under the general supervision of another employee subject to this Agreement. A Residential Support Worker is not required to develop policy for or to co-ordinate a service.

**“Development Officer”** shall mean an employee who performs more varied, complex and responsible work than a Residential Support Worker, in providing social welfare services on an individual, group or community basis. Such employee 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 welfare services and shall be subject only to general supervision. Such duties may include case responsibility for residents, co-ordination of a service, contributing to policy development, supervision of other workers and/or complex counselling. Such person is responsible for supervision of performance appraisal and development of other employees.

**“Continuous service”** shall be calculated in the same manner as provided for in the NSW Long Service Leave Act 1955 as amended.

**“Ordinary time rate of pay”** shall be the employees hourly rate derived by dividing the appropriate weekly rate by 38.

**“Normal roster earnings”** shall be the wages an employee would receive over a 7 day period which includes shift allowances and weekend penalties.

## 6. CONTRACT OF EMPLOYMENT

- 6.1 An employee shall work to the utmost of his/her ability and undertake any work for which he/she is capable of performing within the category. For the maintenance of a high standard of service being delivered to residents, the Association shall require all employees to be conscientious and responsive to individual residents needs which include:

- (a) undertaking work as directed by the Association
- (b) working in a shift roster system nominated by the Association
- (c) working a reasonable amount of overtime as required.

6.2 It is a condition of employment that an employee shall 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 Westhaven Accommodation Support Service Staff Handbook.
- (c) Association policies and procedures which are established from time to time to ensure an appropriate, effective and cost effective delivery of services to residents.

6.3 (a) Upon engagement, an employee shall initially be employed on a probationary basis for a period of three months. 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 residents.

(b) During this probationary period either party may terminate employment by providing one days notice.

(c) During the period of probationary employment the employee's service will count for the purposes of accruing service and entitlements.

6.4 At the time of engagement the Association will inform the employees whether employment is on a full time, part time or casual basis and provide the employee with a position description which outlines duties, general performance standards and roster arrangements.

## 7. TERMINATION OF EMPLOYMENT

The employment of a full time or part time employee may be terminated by two weeks' 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 affect the employer's right to dismiss an employee without notice for misconduct which justifies instant dismissal.

## 8. PART-TIME EMPLOYEEES

8.1 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.

8.2 Part-time employees shall be paid an hourly rate calculated on one-third



eighth of the appropriate weekly rate prescribed in Clause 11 Rates of Pay.

- 8.3 The provisions of this Agreement shall apply to a part-time employee on a proportional basis.

## 9. CASUAL EMPLOYEES

- 9.1 A casual employee is an employee who is engaged intermittently for work of an unexpected, temporary or casual nature.
- 9.2 A casual employee shall be provided with or be paid for a minimum of two hours work for each engagement.
- 9.3 A casual employee shall be paid at the appropriate ordinary hourly rate prescribed by Clause 11 of this Agreement, plus an additional loading of 23.3 per cent (comprising a casual loading of fifteen percent plus an amount equal to one-twelfth of the employee's pay in lieu of annual leave).
- 9.4 A casual employee shall not be entitled to paid sick leave, annual leave, study leave or bereavement leave.
- 9.5 Where a casual employee is engaged to undertake an afternoon shift as defined by this Agreement, or to work on a weekend, the prescribed loadings as prescribed by this Agreement shall be paid in addition to the loading prescribed in subclause 9.3 of this clause.

## 10. HOURS OF WORK

- 10.1 The ordinary hours of work of a full time employee shall be deemed to average 38 hours per week or 152 hours in any four week period.
- 10.2 Employees shall work in a variety of roster arrangements designed to optimise the delivery of services to residents. In establishing rosters for employees the Association shall:
- (a) take all reasonable steps to accommodate reasonable requests of the employee with respect to days and hours worked;
  - (b) display rosters in a place conveniently accessible to employees.
- 10.3 (a) The normal span of dayshift hours shall be between 6am to 8pm.
- (b) In the event of a shift being rostered to finish after 8pm, for the purposes of this Agreement, that shift shall be considered an afternoon shift.
- (c) An employee rostered to work an afternoon shift shall be paid in addition to their ordinary time rate of pay a loading of 15%.

- (d) In the event that any shift finishes after 12.00 midnight or commences before 6.00am, for the purposes of this Agreement, that shift shall be considered a night shift.
  - (e) An employee rostered to work a night shift shall be paid in addition to their ordinary time rate of pay a loading of 30%.
- 10.4
- (a) An employee may be rostered to work on any day either continuous hours or a broken shift.
  - (b) In the event that an employee is rostered to work a broken shift roster which finishes after 8pm, the second part of that broken shift shall be deemed to be an afternoon shift and be paid as such.
- 10.5
- (a) An employee required to transfer from one roster to another or to vary the hours being worked in the employee's existing roster shall be given reasonable notice of such changes.
  - (b) Where reasonably practicable such roster shall be displayed two weeks, but in any case one week, prior to the commencing date of the first working period in any roster. This clause shall not be obligatory with regards hours of work of relieving staff or casuals.
  - (c) Provided further that a roster may be altered any time to enable the services of the Westhaven Accommodation Support Service to be carried on where another employee is absent from duty on account of illness or in emergency.
- 10.6 For a full time employee, or a part-time employee being required to work more than 5 hours continuously on any day, the employee shall:
- (a) be entitled to a meal break of not less than 30 minutes during that shift which shall not be counted as time worked and shall be taken at such time as will not interfere with the continuity of work;
  - (b) not be required to work more than 5 hours continuously without a meal break.
  - (c) Notwithstanding the provisions of paragraphs (a) and (b), by agreement between the employer and an employee, an employee working more than 5 hours continuously shall be entitled to a meal break of 30 minutes to be taken in conjunction with supervision of residents' meal break and shall be counted as time worked and paid accordingly.
- 10.7 An employee shall be entitled to one paid 10 minute break per four hour shift, or alternatively, two five minute breaks.



## 11. RATES OF PAY

11.1 The following rates of pay shall apply

	FULL TIME EMPLOYEE ANNUAL SALARY	FULL TIME EMPLOYEE WEEKLY SALARY	HOURLY RATE
<b>Residential Support Worker</b>			
Year 1	22923	439.64	11.57
Year 2	24130	462.79	12.18
Year 3	25360	486.38	12.80
Year 4	26590	509.97	13.42
<b>Developme nt Officer</b>			
Year 1	27820	533.56	14.04
Year 2	29050	557.15	14.66
Year 3	30176	578.75	15.23
Year 4	31406	602.34	15.85
Year 5	32636	625.93	16.47

11.2 Subject to this subclause, an employee shall be appointed to the first level of the appropriate category and shall proceed from level to level within that category on each anniversary of such appointment, provided however:

- (a) an employee employed as a Residential Support Worker with a relevant post-secondary qualification requiring two or more full-time equivalent years study shall be appointed at least the year 2 level of the category;
- (b) an employee employed as a Development Officer with a relevant post secondary qualification requiring two or more full-time equivalent years study shall be appointed at least the year 2 level of the category.

11.3 During the term of this Agreement the rates of pay provided for in subclause 11.1 shall be increased in line with the Social and Community Services Employees (State) Award, as varied.

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## 12. HIGHER DUTIES ALLOWANCE

- 12.1 An employee who is required to perform the duties of another employee in a higher classification under this Agreement for any five days or more in a 15 day period shall be paid for the days on which those duties are performed at a rate not less than the minimum rate prescribed for the higher classification provided that such claims be made by the employee within one month of the cessation of the performance of such duties.
- 12.2 An employee who is temporarily required to perform the duties of another employee in a lower classification under this Agreement shall not suffer any reduction in wages.

## 13. PAYMENT OF WAGES

- 13.1 All wages shall be paid fortnightly into a bank account or financial institution nominated by the employee.
- 13.2 (a) All employees shall 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.
- 13.3 Upon termination, wages due to the employee and any other monetary entitlements shall be paid on the date of termination, or if not possible, shall be forwarded by post on the next working day.

## 14. SUPERANNUATION

- 14.1 Definitions-
- (a) "Employee" means any person employed on a full-time, part-time or casual basis who earns more than \$120 gross per month.
- (b) "Ordinary-time earnings" means remuneration for an employee's weekly number of hours of work, excluding overtime hours.
- (c) "The Fund" shall mean the relevant superannuation fund arranged to cover the Association's employees.
- 14.2 The Association shall contribute to the Fund on behalf of each eligible employee, such superannuation contributions as required to comply with the Superannuation Guarantee (Administration) Act 1992 as amended from time to time:

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- (i) 7% on behalf of eligible employee;
- (ii) thereafter:
  - 1999/2000 7%
  - 2000/2001 8%
  - 2001/2002 8%
  - 2002/2003 9%

14.3 The Association shall provide each employee upon commencement of employment, membership forms (of the Fund) and shall forward the completed membership form to the Fund within fourteen (14) days.

- 14.4 (a) An employee may make contributions to the Fund in addition to those made by the Association.
- (b) An employee who wishes to make additional contributions must authorise the Association in writing to pay into the Fund, from the employee's salary, a specified amount in accordance with the Fund trust deed and rules.
- (c) The Association, upon receipt of written authorisation from an employee, must commence making payments into the Fund on behalf of the employee within fourteen (14) days of receipt of the authorisation.
- (d) An employee may vary his or her additional contributions by a written authorisation and the Association must alter the additional contributions within fourteen (14) days of receipt of the authorisation.
- (e) Additional employee contributions to the Fund under this sub-clause shall be expressed in whole dollars.

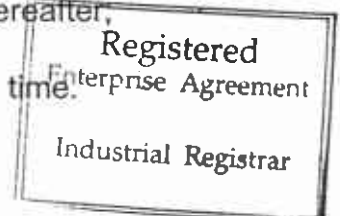
## 15. OVERTIME

15.1 An employee shall be entitled to be paid overtime where he or she works:

- (a) more than 8 hours on any one day; or
- (b) more than 38 hours in any week; or
- (c) on a day the employee is not rostered to work.

15.2 Overtime payments shall be calculated on the employee's ordinary time rate of pay and paid as follows:

- (a) for overtime worked Monday to Saturday inclusive, at the rate of time and one half for the first two hours and double time thereafter,
- (b) for overtime worked on a Sunday at the rate of double time.



### 15.3 Breaks Between Shifts and Overtime

- (a) When overtime is necessary it shall, wherever practicable, be arranged so that employees have at least 8 continuous hours off duty between work on consecutive days.
- (b) Should an employee work so much overtime that the employee is continuing to work within the 8 hour rest period prior to the commencement of the next shift, at the completion of the overtime work the employee shall then take an 8 hour break without loss of pay for the period not worked on the next rostered shift.
- (c) If, under exceptional circumstances, an employee is requested and agrees to commence the next rostered shift without having had such 8 hour break, the employee shall be paid at the appropriate overtime rate on that shift until such time as the employee is able to have 8 hours off duty.

### 15.4 Call Backs

- (a) Should an employee be recalled from their home to work overtime without having been notified of the requirement prior to the completion of the previous shift, the employee shall be paid a minimum of one hours pay at the appropriate overtime rate.
- (b) Should an employee be recalled the employee shall not be required to work the full hour if the work the employee is recalled to perform is completed in a shorter period.
- (c) The provisions of paragraphs (a) and (b) above shall not apply where the overtime worked is continuous with the completion or commencement of rostered working hours.

15.5 This Clause shall not apply to any hours that an employee is required to sleepover, except any necessary work in excess of two hours during a sleepover period shall be compensated for at overtime rates.

## 16. SLEEPOVER SHIFTS

16.1 "Sleepover" means a continuous period during which an employee is required to sleepover at a 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 sleepover period.

16.2 The Association 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 will be provided free of

charge to the employee.

16.3 An employee shall only sleepover under the following conditions:

- (a) There is an agreement between the employee and the Association in respect of sleepover periods that the employee be notified of his or her sleepover shift at least a week in advance except in the case of an emergency; and
- (b) a sleepover period shall always consist of eight continuous hours.

16.4 An employee engaged on sleepover shall be paid a sleepover allowance. Such payment is compensation for the sleepover and for all necessary work up to two hours duration during the sleepover period. Any necessary work in excess of two hours during the sleepover period shall be compensated for at overtime rates.

16.5 The allowance payable shall be:

- (a) equivalent to 4 hours at the employee's ordinary time rate of pay where the employee is required to do two rounds during the sleepover period;
- (b) equivalent to 3 hours at the employee's ordinary time rate of pay where the employee is required to do less than two rounds during the sleepover period.

## 17. WEEKEND WORK

17.1 An employee who is rostered to work on weekend shall be paid, in addition to their ordinary time rate of pay:

- (a) a loading of 50% of the ordinary time rate of pay for all time worked between midnight Friday and midnight Saturday.
- (b) a loading of 75% of the ordinary time rate of pay for all time worked between midnight Saturday and midnight Sunday.

## 18. EXCURSIONS

Where an employee is required to supervise clients in excursions activities involving overnight stays away from home, the following provisions shall apply:

- (a) payment at the ordinary time rate of pay for time worked between the hours of 6.00am and 8.00pm Monday to Sunday up to a maximum of 7.6 hours per day.
- (b) payment of a sleepover allowance equivalent to four hours payment at ordinary rates for every night spent away from home while on excursions.



- (c) payment of an allowance equivalent to one hours pay in recognition of time spent away from home for each day spent away on excursion.

## 19. TRADE UNION PARTICIPATION

- 19.1 The Association recognises the rights of employees to belong to the Union and for the Union to represent its members. Whilst the Union and the employees accept that it is the right of the Association to plan, organise, manage and decide finally on the matters affecting the Westhaven Accommodation Support Service, the Association acknowledges the important contribution and involvement of employees towards achieving an appropriate standard of cost-effective delivery of service to residents.
- 19.2 (a) Duly accredited officials of the Union shall be allowed during working hours to inspect work places where members of the Union are employed, in accordance with the provisions of Part 7 of Chapter 5 of the NSW Industrial Relations Act 1996.
- (b) This right of entry is conditional upon officials not impeding or obstructing employees carrying out their work and not, without the permission of the Executive Officer, interviewing an employee during normal working hours.
- 19.3 Upon formal notification by the Union the Association shall recognise as an accredited representative of the Union up to three employees who are elected as Union Delegates in accordance with the Union's rules.
- 19.4 The Association shall provide a Notice Board at the Association's premises for the display of Union notices.
- 19.5 A copy of this Agreement shall be posted on the Union Notice Board.

## 20. PUBLIC HOLIDAYS

- 20.1 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

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or any holiday duly proclaimed and observed as a substitute public holiday within the area in which the workplace is situated.

- 20.2 An employee rostered to work on a Public Holiday shall be paid at the rate of double time and one half of their ordinary time rate of pay for the hours worked.
- 20.3 An employee whose rostered shift falls on a Public Holiday but is not required by the Association to work on that day shall be paid for the rostered hours not worked at the employees ordinary time rate of pay.

## 21. SICK LEAVE

- 21.1 (a) In the event of an employee becoming sick and unfit for duty and certified as such by a duly qualified medical practitioner, he or she shall be entitled to 76 hours sick leave at the ordinary time rate of pay for each year of service.
- (b) For the purpose of this clause, illness shall include stress and mental health.
- 21.2 The Association may dispense with the requirements of a medical certificate where the absence does not exceed three consecutive days or where in the Association's opinion circumstances are such not to warrant such requirement.
- 21.3 Each employee shall take all reasonably practicable steps to inform the Association of the inability to attend for work and as far as possible state the estimated duration of the absence. Where practicable such notice shall be given within 2 hours of the commencement of such absence.
- 21.4 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.
- 21.5 Where an employee has, in accordance with this clause, taken sick leave, the employee shall not be required to work any ordinary hours other than those previously rostered so as to avoid or minimise the requirements on the Association to provide paid sick leave.

## 22. CARER'S LEAVE

- 22.1 An employee, other than those employed as casuals, shall be entitled to use any current or accrued sick leave entitlements for absences to provide care and support to: a spouse or a de facto spouse, a child or an adult child (including an adopted child, a step child, a foster child or an ex nuptial child), parent (including a foster parent and legal guardian), grandparent, grandchild,

or sibling of the employee, a same sex partner who lives with the employee as a de facto partner of that employee on a bona fide domestic basis, or a relative of the employee who is a member of the same household.

- 22.2 The employee shall, if required, establish either by production of a medical certificate or statutory declaration, the illness of the person concerned and that the illness is such as to require care by another person. In normal circumstances, an employee must not take carer's leave under this subclause where another person has taken leave to care for the same person.
- 22.3 An employee shall, wherever practicable, give the Association notice prior to the absence of the intention to take leave, the name of the person requiring care and that person's relationship to the employee, the reasons for taking such leave and the estimated length of absence. If it is not practicable for the employee to give prior notice of absence, the employee shall notify the Association by telephone of such absences at the first opportunity on the day of absence.

### 23. ANNUAL LEAVE

23.1 Employees shall be entitled to the following periods of leave:

- (a) 4 weeks annual leave for each completed year of service.
- (b) an extra days annual leave, in addition to the above entitlement, in lieu of a Westhaven Picnic Day.
- (c) employees who are rostered to work their ordinary hours on weekends shall be entitled to receive an extra annual leave entitlement in addition to the above, on the following basis:

Number of weekends where ordinary shifts are worked during qualifying period of employment for annual leave purposes:	Additional annual leave entitlement:
4 to 10	one day
11 to 17	two days
18 to 24	three days
25 to 31	four days
32 or more	one week.

- 23.2 (a) Unless by mutual agreement between the Association and the employee, the employee shall take annual leave within 6 months of an entitlement to leave accruing.
- (b) An employee may apply for and take leave at any time provided:



- (i) the amount of leave taken does not exceed the employees pro-rata entitlement
- (ii) the leave shall be taken in minimum periods of complete weeks (i.e. a seven day roster cycle).
- (iii) the leave is taken at a time convenient to the Association, taking into account the overall rostering and staffing requirements.

23.3 For the period of annual leave, an employee shall be paid:

- (a) at the employees ordinary time rate of pay plus an annual leave loading of 17.5 per cent; or
- (b) the amount to which the employee would have been entitled by way of shift allowances and weekend penalty rates for the ordinary time the employee would have worked if not on annual leave;

whichever is the greater.

23.4 Where a Public Holiday occurs during a period of annual leave being taken, the period of leave shall be exclusive of that Public Holiday.

23.5 On termination an employee's pro-rata entitlement to annual leave shall be calculated on the employee's ordinary time rate of pay.

23.6 The provisions of the Annual Holidays Act 1944 shall apply except as provided for in this clause.

#### **24. BEREAVEMENT LEAVE**

24.1 An employee shall be entitled to three (3) days paid leave on the death of a person with whom the employee is a bona-fide domestic relationship, or parent, parent-in-law, child, step child, sibling, grandparent or grandchild.

24.2 An employee can also access other leave such as sick leave, annual leave or long service leave.

24.3 Where necessary, proof of the death may be sought by the Association.

#### **25. LONG SERVICE LEAVE**

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



## 26. PARENTAL LEAVE

All employees shall be entitled to the benefits of Maternity Leave, Paternity Leave and Adoption Leave in accordance with the provisions of Part 4 of Chapter 2 of the NSW Industrial Relations Act 1996.

## 27. SPECIAL UNPAID LEAVE

In the 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.

## 28. JURY SERVICE

- 28.1 A full time or part time employee required to attend for jury service during his or her ordinary working hours shall be reimbursed by the Association an amount equal to the difference between the amount paid in respect of his or her attendance for such jury service and the amount of wages he or she would have received in respect of the ordinary time he or she would have worked had he or she not been on jury service.
- 28.2 An employee shall notify the Association as soon as possible of the date(s) on which Jury Service is required. Further, the employee shall provide to the Association proof of attendance and the amount received for such attendance.

## 29. FIRST AID ALLOWANCE

An employee who holds a current first-aid certificate issued by the St. John Ambulance Association or Australian Red Cross Society or equivalent qualification and who is required by the Association to be available to perform first-aid at his or her workplace shall be paid an allowance at the rate specified by the Social and Community Services Employees (State) Award.

## 30. MOTOR VEHICLES

- 30.1 Where an employee is required by the Association to travel from place to place during hours of work, the Association will, wherever practicable, provide transportation.
- 30.2 (a) In the event that the Association is unable to provide transportation and an employee is required to use their own motor vehicle, the Association shall pay the employee an allowance at the rate specified by the Social and Community Services Employees (State) Award.

- (b) An employee claiming this allowance shall be required to submit a claim on a prescribed form no later than one month following the travel claimed for.
- 30.3 Notwithstanding the provisions of subclause 30.2, an employee required to use their own motor vehicle in the course of their duty may choose to claim the kilometres travelled as a tax deduction rather than claim the allowance.
- 30.4 An employee shall notify the Association prior to the commencement of each financial year whether they shall claim in accordance with subclause 30.2 or subclause 30.3 of this clause.

### 31. SKILLS TRAINING AND DEVELOPMENT

- 31.1 The Association is committed to ensuring that employees are trained and developed to improve their overall knowledge, skills and competence to optimise the effectiveness of services delivered to residents.
- 31.2 An employee shall be required to undertake any necessary training at the direction of the Association which will provide the employee with the knowledge, skills and competence to perform at an acceptable standard.
- 31.3 The costs of attending conferences, training courses and seminars will be met by the Association.
- 31.4 An employee undertaking training at the direction of the Association shall be paid in accordance with this Agreement.
- 31.5 An employee undertaking training at the direction of the Association on a day the employee is not ordinarily rostered to work shall be compensated by payment of overtime or by time off in lieu of overtime in accordance with the provisions of Clause 15 Overtime.
- 31.6 Study Leave
- (a) A full time or part time shall be entitled to one day per semester paid study leave to attend to personal studies relevant to their work, subject to the prior approval of the Association.
- (b) An employee shall also be entitled, with prior notification, to leave without loss of pay to attend examinations in courses of study relevant to their work. Where the examination is in the morning, paid leave shall be granted for rostered morning hours. Where the examination is in the afternoon, paid leave shall be granted for rostered morning and afternoon hours.
- (c) Approval of study leave shall not be unreasonably withheld.

## 32. GRIEVANCE AND DISPUTE RESOLUTION PROCEDURES

- 32.1 The Association and the Union recognise that individual and group problems will arise from time to time and that it is necessary to resolve these matters promptly. It is agreed between the parties that grievances and disputes should be resolved without affecting the delivery of a high standard of services to residents.
- 32.2 The parties to this Agreement are committed to resolving grievances and disputes through open and frank communications.
- 32.3 In the event of an individual or group of employees raising a grievance, or in the event of a dispute arising out of disciplinary action or for any other reason, the following procedure shall be followed:
- (a) The employee or group of employees or Union Delegate representing employees shall discuss the matter with the immediate supervisor. The supervisor will regard any matter so raised as urgent and will make every effort to resolve the matter within 48 hours.
  - (b) If the matter cannot be resolved by the supervisor, the grievance or dispute shall be referred to the Manager Westhaven Accommodation Support Service.

Discussions shall then be held between the Manager and supervisor and the employee(s) involved and all efforts shall be made to resolve the matter and if need be, refer the matter to the Executive Officer.

- (c) Should the matter still remain unresolved, the matter will be further discussed with an appropriate officer of the Union.
- (d) Should the matter remain unresolved following discussions between management, Union officials and employees, the matter may be referred to the Industrial Relations Commission of NSW.
- (e) Should a settlement not be reached by conciliation, the matter shall proceed to arbitration in the normal manner and both parties agree to accept the decision of the relevant industrial tribunal, subject to each party's rights under the Industrial Relations Act 1996.

## 33. REDUNDANCY

### 33.1 Discussions Before Terminations

- (a) Where the Association for any reason, including the cessation or reduction of grant funding, has made a definite decision that the employer no longer wishes the job the employee has been doing done by anyone and that decision may lead to termination of employment

the Association shall hold discussion with the employees directly affected and with the Union.

- (b) The discussions shall take place as soon as is practicable after the Association has made a definite decision which will invoke the provisions of paragraph (a) and shall cover, inter alia, any reasons for the proposed terminations, measures to avoid or minimise the terminations and measures to mitigate any adverse effects of any terminations on the employees concerned.
- (c) For the purpose of the discussion the Association shall, as soon as practicable, provide in writing to the employee concerned and the Union all relevant information about the proposed terminations including the reasons for the proposed terminations, the number of categories of employees likely to be affected, and the number of workers normally employed and the period over which the terminations are likely to be carried out. Provided that the Association shall not be required to disclose confidential information, the disclosure of which would be inimical to the employer's interests.

### 33.2 Severance Pay

In addition to the period of notice prescribed in Clause 7 Termination of Employment, the Association shall pay the following severance pay in respect of a continuous period of service:

- (a) Where an employee is under 45 years of age, in accordance with the following scale:

<u>Years of Service</u>	<u>Under 45 Years of Age Entitlement</u>
Less than 1 year	nil
1 year and less than 2 years	4 weeks pay
2 years and less than 3 years	7 weeks pay
3 years and less than 4 years	10 weeks pay
4 years and less than 5 years	12 weeks pay
5 years and less than 6 years	14 weeks pay
6 years and over	16 weeks pay

- (b) Where an employee is 45 years old and over, in accordance with the following scale:

<u>Years of Service</u>	<u>45 Years of Age and over Entitlement</u>
Less than 1 year	nil
1 year and less than 2 years	5 weeks pay
2 years and less than 3 years	8.75 weeks pay
3 years and less than 4 years	12.5 weeks pay
4 years and less than 5 years	15 weeks pay



5 years and less than 6 years	17.5 weeks pay
6 years and over	20 weeks pay

- (c) "Weeks pay" means the employee's average weekly rate of pay over the past 52 weeks.

### 33.3 Alternative Employment

The Association, in a particular redundancy case, may make application to the Industrial Relations Commission of NSW to have the general severance pay prescription varied if the Association obtains acceptable alternative employment for an employee.

### 33.4 Incapacity to Pay

The Association, in a particular redundancy case, may make application to the Industrial Relations Commission of NSW to have the general severance pay prescription varied on the basis of the Association's incapacity to pay.

### 33.5 Time Off During Notice Period

- (a) During the period of notice of termination given by the Association an employee shall be allowed up to one day's time off without loss of pay during each week of notice for the purpose of seeking other employment.
- (b) If the employee has been allowed paid leave for more than one day during the notice period for the purpose of seeking other employment, the employee shall, at the request of the Association be required to produce proof of attendance at an interview or he or she shall not receive payment for the time absent.

For this purpose a statutory declaration will be sufficient.

### 33.6 Employee Leaving During Notice

An employee whose employment is terminated for reasons set out in subclause 33.1 may terminate his or her employment during the period of notice and, if so, shall be entitled to the same benefits and payments under this clause had he or she remained with the Association until the expiry of such notice. Provided that in such circumstances the employee shall not be entitled to payment in lieu of the remainder of the period of notice.

### 33.7 Advice to Employees of Future Vacancies

Where, within one year from the date on which a particular employee is made redundant because of cessation or reduction in grant funding, grant funding is restored to the Association, or the Association receives an increase in funding and wishes to engage a person to perform the same or similar work as that previously performed by the employee made redundant, the Association

take all reasonable steps to notify the employee of the vacancy.

### **34. WORKERS' COMPENSATION**

- 34.1 Workers' compensation shall be administered in accordance with the NSW Workers' Compensation Act 1987, as amended.
- 34.2 For the purposes of determining an employee's entitlement under section 42 of the Act, the employee shall be paid at the ordinary time rate of pay for any rostered hours not worked as a result of a compensable injury.

### **35. EMPLOYEES' INDEMNITY AGAINST CIVIL LIABILITY**

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

### **36. OCCUPATIONAL HEALTH AND SAFETY**

- 36.1 To ensure the health and safety of employees and residents, in accordance with the Occupational Health and Safety Act 1983, the Association shall provide and maintain a healthy and safe working environment.
- 36.2 Occupational Health and Safety Committee
- (a) The Association shall establish an O.H.&S Committee.
  - (b) This Committee shall be established and shall operate in accordance with the provisions of the Occupational Health and Safety Act 1983 and the Occupational Health and Safety (Committees in Workplaces) Regulation 1984.

### **37. 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 Union undertakes 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

Registered  
Enterprise Agreement  
Industrial Registrar

Signed for and on behalf  
of Westhaven Association



*[Handwritten Signature]*  
.....  
Director

*[Handwritten Signature]*  
.....  
Secretary

*[Handwritten Signature]*  
.....  
Witness

*18 May 1999*  
.....  
Date

Signed for and on behalf of the  
Australian Services Union of  
New South Wales

*Alison Peters*  
.....  
Alison Peters  
Secretary

*[Handwritten Signature]*  
.....  
Witness

*19 May 1999*  
.....  
Date

