

**REGISTER OF  
ENTERPRISE AGREEMENTS**

**ENTERPRISE AGREEMENT NO:** EA01/274

**TITLE:** Valleys to Plateau Community Support Services Incorporated

**I.R.C. NO:** 2001/4643

**DATE APPROVED/COMMENCEMENT:** 9 August 2001

**TERM:** \_\_\_\_\_ 36 months

**NEW AGREEMENT OR  
VARIATION:** New. Replaces EA98/196

**GAZETTAL REFERENCE:** 12 October 2001

**DATE TERMINATED:**

**NUMBER OF PAGES:** 16

**COVERAGE/DESCRIPTION OF**

**EMPLOYEES:** Applies to all employees of the Company engaged pursuant to the Transport Industry  
- Petroleum & c., Distribution (State) Award

**PARTIES:** Advantage Petroleum Pty Limited -&- Transport Workers' Union of Australia, New South  
Wales Branch

# VALLEYS TO PLATEAU

COMMUNITY SUPPORT SERVICES INC



OPENING DOORS FOR LIVING

## ENTERPRISE AGREEMENT

CONTENTS



1. Title
2. Parties
3. Definitions
4. Terms of engagement
5. Full and Part time employees
6. Payment of wages
7. Time sheets
8. Superannuation
9. Hours of work
10. Public holidays
11. Sleepover shifts
12. Annual leave
13. Annual leave loading
14. Rates of pay
15. Overtime
16. Allowances
17. Sick leave
18. Parental leave
19. Long service leave
20. Special leave
21. Personal/Carers Leave
22. Bereavement leave
23. Jury service
24. Termination of employment
25. Unfair dismissal
26. Employees indemnity against civil liability
27. Right of entry (Union Officials)
28. Occupational health and safety
29. Anti-discrimination
30. Equal employment opportunity
31. Casual employees
32. Staff development
33. Disability Services Legislation
34. Grievance and dispute settlement procedure
35. Term of agreement
36. Consultative committee
37. Amenities
38. No extra claims
39. Additional Provision
40. Parent Award
41. Declaration by the parties

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1. **TITLE:**

1.1 This agreement shall be known as the VALLEYS TO PLATEAU COMMUNITY SUPPORT STAFF ENTERPRISE AGREEMENT and shall be referred to in this document as the Enterprise Agreement.

2. **PARTIES:**

2.1 The parties to this Enterprise Agreement shall be Valleys to Plateau Community Support Services Incorporated (Employers) and their employees in the classifications of Community Support Worker and House Manager (Employees).

3. **DEFINITIONS:**

**"Act"** shall mean the *Industrial Relations Act 1996* (NSW) unless otherwise defined.

**"Award"** shall mean the Social and Community Services Employees Award (NSW).

**"Community Support Worker"** shall mean an employee who performs duties of a complex and varied nature, related to the services provided by the employer. The duties performed may be delivered to an individual or a group within a community and may include people with a disability and people who are frail and aged. A community support worker will be required to assist people with disabilities and other service users to maintain a high level of independence and access a life style of their choice.

**"House Manager"** shall mean a community support worker who in addition to their normal duties, manages a facility or house where services are provided. House managers are expected to perform duties associated with the effective and efficient delivery of services in a specified facility or location.

**"Employee"** shall mean any person engaged by Valleys to Plateau Community Support Services Incorporated on a full or part time basis.

**"Service user"** shall mean any person who is a client of the employer or utilises any service or services of the employer.

**"Late evening shift"** shall mean any shift commencing between the hours of 10.00pm and 6.00am.

**"Sleepover shift A"** shall mean a shift commencing at 4pm and completing at 10am the following day. **Sleep period will be 10pm and 6am.** Payment shall be made for ten (10) hours at ordinary rate plus sleepover penalty of three hours (13 hours).

**"Sleepover shift B"** shall mean a shift commencing at 3pm and completing at 10am the following day. **Sleep period will be 10pm and 6am.** Payment shall be made for 11 hours at ordinary rates plus the sleepover penalty of three hours (14 hours).

**"Sleepover shift C"** shall mean a shift commencing at 3pm and completing at 9am the following day. **Sleep period will be 10pm and 6am.** Payment shall be made for 10 hours at ordinary rates plus the sleepover penalty of three hours (13 hours).

**"Continuous service"** shall have the same meaning in this Enterprise Agreement as in the *Long Service Leave Act 1955*.



#### 4. TERMS OF ENGAGEMENT:

- 4.1 Employees shall be provided with a copy of this agreement.
- 4.2 The employer shall provide each employee with a written job description and duty statement.
- 4.3 Each employee shall serve a probationary period commencing on the date of engagement and completing 12 weeks thereafter. During the probationary period, the provisions of Section (23) of this Enterprise Agreement shall not apply.

#### 5. FULL TIME AND PART TIME EMPLOYEES:

- 5.1 A full-time employee shall mean an employee who works 160 hours or more in a four week period. Rates of pay shall be based upon a 40 (forty) hour week.
- 5.2 A part-time employee shall mean an employee who works more than 20 hours but less than 160 hours in a four week period.
- 5.3 Provisions and entitlements of this Enterprise Agreement shall apply to part time workers on a pro-rata basis.
- 5.4 In the case of periods of employment for part-time employees which are less than a year, pro-rata entitlements shall be calculated on the basis of total hours worked during the period under consideration.

#### 6. PAYMENT OF WAGES:

- 6.1 Wages shall be paid fortnightly by electronic funds transfer by agreement of a majority of employees and the employer.
- 6.2 The employer may deduct from amounts due to an employee such amounts as are authorised in writing by the employee.
- 6.3 The employer shall deduct income tax as required by the Australian Taxation Office.
- 6.4 On pay days the employer shall provide each employee with a statement of gross salary, allowances, deductions as authorised and net pay.
- 6.5 Wages shall be paid in arrears on the day following the end of the pay period. Net pay will be deposited in the employee's account as agreed in (6.1) above.

#### 7. TIME SHEETS:

- 7.1 Hours worked and allowances claimed shall be recorded on time sheets provided by the employer.
- 7.2 Completed time sheets shall be deposited at or faxed to the office of the employer before 5.00pm on the Tuesday before each pay day.

#### 8. SUPERANNUATION:

- 8.1 In this section "employee" shall mean any Community Support Worker or House Manager whose average gross earnings, excluding allowances exceeds \$450.00 per four week period.

"Employer" shall mean Valleys to Plateau Community Support Services Incorporated.

"Superannuation Fund" shall mean the HESTA Super Fund or any other Superannuation plan nominated by the employee.

"Act and regulations" shall mean the Occupational Superannuation Standards Act 1987 and the regulations made under that Act as amended from time to time.

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Enterprise Agreement

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8.2 **Contributions:** The employer shall contribute to the Superannuation fund an amount equivalent to 8% of gross monthly earnings for each employee. Any amendment to the percentage payable shall be paid automatically by the employer. Such contributions shall 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.

8.3 **Fund membership:**

- (a) On engagement, and for existing employees, 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. The employer shall provide employees with full details of the fund. An employee shall be required to properly complete the necessary application forms to become a member of the fund.
- (b) The employer shall make contributions in accordance with Section 8:2 of this Enterprise Agreement on behalf of all eligible employees once such employees complete and submit the necessary forms to the fund.
- (c) Where employees are not members of the fund, but eligible to join, the employer shall remind them in writing of their entitlement each three months from their date of engagement.

8.4 **Absence from work:**

Subject to the trust deed of the fund of which the employee is a member, absences from work shall be treated as follows:

**Paid leave-** Contributions shall continue whilst a member is absent on paid leave such as annual leave, long service leave, public holidays, jury service, sick leave or bereavement leave.

**Unpaid leave-** Contributions shall not be required to be made in respect of any absence from work without pay.

**Work related injury or sickness-** In the event of an eligible employees absence from work due to work related injury or sickness, contributions shall continue for the period of the absence (subject to a limit of 52 weeks total absence for each injury or sickness) provided that the member of the fund (employee) is receiving payments pursuant to Worker's compensation legislation.

9. **HOURS OF WORK:**

- 9.1 The ordinary hours of work in a four week period exclusive of meal breaks, shall not exceed 160 (paid hours) for a full time employee and shall be less than 160 (paid hours) for part time employees.
- 9.2 The hours of work for each employee shall be promulgated in advance by the employer in roster format. The roster shall be accessible to employees one week prior to the commencement of the roster.
- 9.3 In compiling the hours of work for each employee the employer shall take into consideration reasonable requests by the employee. Irregular periods of non-availability of an employee due to unforeseen and unavoidable circumstances shall not disadvantage an employee in relation to future rostering.

Enterprise Agreement

Industrial Registrar

- 9.4 In rostering shifts for an employee a minimum break of 10 hours between shifts, other than sleepover shifts, will be observed.
- 9.5 Where a shift is unexpectedly extended beyond the rostered completion time, the employer shall arrange for a replacement worker within 1 (one) hour of notification.

**10. PUBLIC HOLIDAYS:**

10.1 An employee rostered to work on Public Holidays shall be paid as follows:

Christmas day	Double time
Good Friday	Double time
All other NSW public holidays	Time and a half

10.2 Employees who wish to be rostered off on a particular public holiday shall advise the employer in writing. Such advice shall be given one month before the commencement date of the roster in which the public holiday occurs.

**11. SLEEPOVER SHIFTS:**

An employee engaged on a sleepover shift shall, in addition to the normal payment of that shift, be paid a penalty allowance equivalent to 3 hours pay at ordinary rates.

**12. ANNUAL LEAVE:**

- 12.1 As per the *Annual Holidays Act 1944* (NSW).
- 12.2 A total of five weeks annual holiday will be given to employees

**13. ANNUAL LEAVE LOADING:**

- 13.1 An entitlement to an annual leave loading of 17.5% shall arise after each completed year of service.
- 13.2 The annual leave loading shall apply to holiday pay for annual leave actually taken by the employee.
- 13.3 No pro-rata entitlement to annual leave loading arises for incomplete years on termination of employment.

**14. RATES OF PAY:**

14.1 The hourly rates of pay for full-time and part-time employees shall be in accordance with the following table.

<b>Classification</b>	<b>Hourly rate</b>
Community Support Worker First Year	\$12.00
Community Support Worker Second Year	\$13.00
Community Support Worker Third Year	\$14.00
Community Support Worker Fourth Year	\$15.00
Community Support Worker Fifth Year	\$16.00
Community Support Worker Sixth Year	\$17.00
Community Support Worker Seventh Year	\$18.00
House Manager First Year	\$15.00
House Manager Second Year	\$16.00
House Manager Third Year	\$17.00
House Manager Fourth Year	\$18.00
House Manager Fifth Year	\$19.00
Casual Employees	\$15.00



**15. OVERTIME:**

- 15.1 Overtime shall not be worked without permission of the Manager Support Services.
- 15.2 Overtime worked in accordance with (15.1) will be compensated by payment or granting of leave in lieu at the election of the employee. Leave in lieu accumulated under this section may be added to annual leave.

**16. ALLOWANCES:**

- 16.1 When an employee is required to use their own vehicle in the course of their duty, for example transporting a client, an allowance of 45 cents per kilometre travelled shall be paid.
- 16.2 Entitlement to this allowance shall not arise when travelling to and from work or between work locations. Except when travelling from client to client (1/2 hour – 1 hour shifts) when engaged in aged care work. Aged care employees are also entitled to claim a travel allowance for any distance beyond 20 kilometres from their home to their first rostered shift.
- 16.3 When employees are required to live away from home in order to fulfil a particular work assignment they shall be reimbursed the actual costs incurred for meals, travel and accommodation.
- 16.4 When an employee is directed to perform work in a higher classification, for more than one shift in a four week period an allowance, equivalent to the difference in the relevant hourly rates, shall be added to the hourly rate for the hours so worked.
- 16.5 When an employee performs a late evening shift (commencing after 10pm or before 6am) payment for a minimum of two hours at ordinary rates shall be made.

**17. SICK LEAVE:**

Permanent Part Time workers will be entitled to 10 days sick leave per year on a pro rata basis. Untaken sick leave shall accumulate for a maximum of five years.

- 17.1 No payment for untaken sick leave shall be made on retirement or termination.
- 17.2 When an absence due to an injury or illness exceeds 24 hours, a medical certificate shall be provided by the employee.

**18. PARENTAL LEAVE:**

In accordance with the *Industrial Relations Act 1996 (NSW)*.

**19. LONG SERVICE LEAVE:**

In accordance with the *Long Service Leave Act 1955 (NSW)*.

**20. SPECIAL LEAVE:**

In the case of domestic or other pressing necessity, employees shall be entitled to up to five days unpaid leave in each 52 week period, to be taken at mutually agreed times, provided that any request for such leave shall not be unreasonably refused by the employer.

**21. PERSONAL/CARER'S LEAVE**

An employee, other than a casual employee, with responsibilities in relation to a spouse, de facto spouse, child or an adult child, parent, grandparent, grandchild,





sibling, relative by blood, marriage, or affinity, who needs the employee's care and support shall be entitled to use any current or accrued sick leave entitlement for absences to provide care and support for such persons when they are ill.

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 to require the care by another person.

**22. BEREAVEMENT LEAVE:**

An employee, shall on the death of a person with whom the employee is in a bona-fide domestic relationship (eg. spouse) or parent, child, brother, sister, grandparent, father 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 taken 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 the employer.

**23. JURY SERVICE:**

An employee required to attend for jury service during a rostered shift shall be reimbursed by the employer an amount equal to the difference between the amount paid in respect of their attendance for such jury service and the amount of wages that the employee would have been paid.

**24. TERMINATION OF EMPLOYMENT:**

Employment may be terminated by two weeks notice by either party or by the payment by the employer or forfeiture by the employee, of two weeks pay in lieu of notice. This section shall not affect an employer's right to terminate the services of an employee without notice for misconduct which justifies instant dismissal.

**25. UNFAIR DISMISSAL:**

24.1 The employer shall utilise dismissal procedures which protect the employee from harsh, unjust or unreasonable outcomes. In all cases the employee shall be advised in writing of:

24.1.1 The reason for dismissal,

24.1.2 their right to explain and seek reinstatement,

24.1.3 their right to seek external advice and assistance and

24.1.4 any other relevant matters.

**26. EMPLOYEES INDEMNITY AGAINST CIVIL LIABILITY:**

The employer shall be responsible, in accordance with the *Employee's 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.

**27. RIGHT OF ENTRY (UNION OFFICIALS):**

In accordance with the *Industrial Relations Act 1996* (NSW).

**28. OCCUPATIONAL HEALTH AND SAFETY:**

The parties to this Enterprise Agreement shall comply with the provisions of the *Occupational Health and Safety Act* and shall cooperate in the implementation and review of the employer's Health and Safety policy.

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**29. ANTI – DISCRIMINATION:**

The employer shall develop work practices and selection procedures, which reflect the spirit and intent of Anti-Discrimination legislation and best practice guidelines.

**30. EQUAL EMPLOYMENT OPPORTUNITY:**

The employer shall develop and utilise staff management practices which reflect the spirit and intent of Equal Employment Opportunity legislation and best practice guidelines.

**31. CASUAL EMPLOYEES:**

31.1 A casual employee shall mean an employee employed to perform work of a short-term irregular nature.

31.2 The parties to this Enterprise Agreement acknowledge that the use of casual staff from time to time is an essential management resource.

31.3 The formula for payment for casual employees shall reflect the Social and Community Services Award. The hourly rate shall be based on Community Support Worker Year One plus casual loading.

**32. STAFF DEVELOPMENT:**

33.1 The parties to this Enterprise Agreement shall jointly develop and deliver a contemporary service orientated Staff Development Program.

33.2 The employer shall identify external training programs which meet the specific needs of the service and enhance the work skills and career opportunities of employees. Where possible and appropriate these programs will be made available to staff.

33.3 Access to internal and external staff development programs shall be on a needs basis and subject at all times to the availability of funding.

**33. DISABILITY SERVICES LEGISLATION:**

34.1 The parties to this Enterprise Agreement shall be familiar with and committed to the principles and objectives of Disability Services legislation (State and Commonwealth).

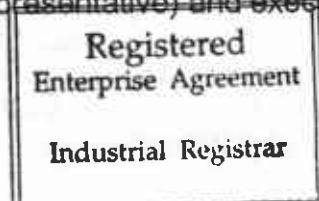
34.2 The employer shall make all employees aware of the above principles and objectives.

**34. GRIEVANCE AND DISPUTE SETTLEMENT PROCEDURE:**

35.1 This 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.

**35.2 STAGES IN PROCEDURE:**

- (1) Employee notifies the employer (in writing or otherwise) of the substance of the grievance, requests a meeting with the employer and states the remedy sought.
- (2) Discussion held between employee (with representative) and Assistant Manager. If matter not resolved at this level:
- (3) Discussion held between employee (with representative) and Manager. If not resolved at this level:
- (4) Discussion held between employee (with representative) and executive of Committee of Management. If not resolved at this level:



(5) Matter referred in writing by executive to full committee or to a mutually agreed third party for mediation.

If not resolved at this level:

(6) Either party may refer the matter to the Industrial Relations Commission in the form of a dispute.

**35.3 THE PROCEDURE REQUIRES:**

- (1) Reasonable time limits to be set for discussion at each stage.
- (2) Normal work to continue while the procedure is being followed.
- (3) If the matter has not been resolved at the conclusion of the process the employer must inform the employee in writing of the outcome of the grievance including reasons for not implementing the remedy sought.

**35. TERM OF AGREEMENT:**

36.1 This Enterprise Agreement shall operate from the date of registration by the Industrial Relations Commission and shall remain in force for a three year period.

36.2 Prior to the expiration of the three year period referred to in sub-section (36.1) the parties shall consider their respective positions in relation to conditions of employment. In the meantime the provisions of this Enterprise Agreement will continue to apply.

**36. CONSULTATIVE COMMITTEE:**

37.1 The parties to this Enterprise Agreement shall establish and maintain an Enterprise Agreement consultative committee.

37.2 This committee shall keep this Enterprise Agreement under review, and shall:

37.2.1 Determine whether the Enterprise Agreement provides a meaningful and satisfying work environment for employee,

37.2.2 Determine whether the Enterprise Agreement allows the employer to meet it's obligations to funding authorities and service users in a cost effective and efficient way and

37.2.3 Undertake any joint task, express or implied in this Enterprise Agreement.

**37. AMENITIES:**

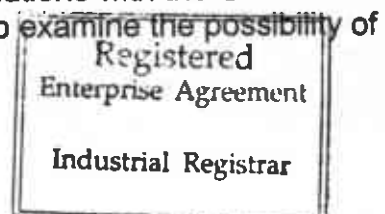
The employer shall provide reasonable toilet and washing facilities at each work location under the control of the employer. Where meals and refreshments are taken, reasonable facilities shall be provided by the employer. Where sleepover shifts are performed, clean comfortable sleeping arrangements shall be made and access to showers and toilets provided by the employer.

**38. NO EXTRA CLAIMS:**

The parties to this Enterprise Agreement shall not make any extra claims to vary the rates of pay, conditions or allowances during it's term.

**39. ADDITIONAL PROVISION:**

The parties to this Enterprise Agreement further agree that should the application for a new award by the Australian Services Union, currently being negotiated, result in substantial increases in the ordinary rates of pay, the Employer will, subject to the availability of supplementary funding, enter into negotiations with the Consultative Committee. The purpose of the consultations will be to examine the possibility of passing any increases on to employees.



**40. PARENT AWARD**

The Parent Award for this Enterprise Agreement is the Social and Community Services Employees (State) Award. Where there is any inconsistency between a provision of the Agreement and the Parent Award this Agreement shall apply.

**41. DECLARATION BY THE PARTIES:**

The parties to this Enterprise Agreement, whose signatures appear below declare that it was made following full and open consultation and without any form of duress.

*Sharon L. McPherson*  
.....

(Signature of employee)

*Eva Gibson*  
.....

(Signature of witness)

*Jennifer Roper*  
.....

(Signature of employer)

..... (Date)

SHARON L. M'PHERSON  
.....

(Print name)

EVA GIBSON.....

(Print name)

JENNIFER ROPE.....

(Print name)

