

**REGISTER OF  
ENTERPRISE AGREEMENTS**

**ENTERPRISE AGREEMENT NO:** EA02/323

**TITLE:** Lifeline (MWP) Enterprise Agreement 2002

**I.R.C. NO:** IRC02/5149

**DATE APPROVED/COMMENCEMENT:** 15 October 2002

**TERM:** 15 October 2005

**NEW AGREEMENT OR VARIATION:** Replaces EA96/105

**GAZETTAL REFERENCE:** 22 November 2002

**DATE TERMINATED:**

**NUMBER OF PAGES:** 12

**COVERAGE/DESCRIPTION OF EMPLOYEES:** Applies to employees of Lifeline Manly Warringah Pittwater Inc who fall within the coverage of the following awards: Health and Community Employees Psychologists (State) Award; Public Hospital Social Workers (State) Award; Social and Community Services Employees (State) Award; Warehouse Employees' - General (State) Award; Shop Employees (State) Award; Transport Industry - Mixed Enterprises Interim (State) Award; and Miscellaneous Workers' - General Services (State) Award

**PARTIES:** Lifeline Manly Warringah Pittwater Inc -&- Juliet Agüero, Julie Bateson, Angela Bennett, Robyn Bird, Elizabeth Bowyer, John Byrne, Patricia Byrne, Rodney Byrne, Margaret Cooney, Virginia Edge, Donna Favalaro, Christine Kwantan, Kate Lawson, Vesna Letnic, John Llewellyn, Irene Moore, Laura Ortega, Kathi Pauncz, Patrick Sheedy, Mark Smith, Lindsay Strickland, Dianne Sullivan, Sheila Thurston, Honore Troy



BETWEEN  
**LIFELINE MANLY WARRINGAH PITTWATER INC.**  
[YO 2623 - 01]  
AND  
**STAFF**

An Enterprise Agreement determined in pursuance of the provisions of the New South Wales Industrial Relations Act 1996, as amended.

**1. ARRANGEMENT**

1. Arrangement
2. Incidence and parties bound
3. Term of agreement
4. Relationship to parent award
5. Purpose of agreement
6. Obligations of the parties
7. Professional development
8. Professional Indemnity
9. Terms of engagement
10. Contract of employment
11. Staff classifications
12. Hours of work
13. Meal breaks
14. Overtime
15. Re-imbursment of expenses
16. Wages/Payment
17. Sick leave
18. Holidays
19. Annual leave
20. Annual leave loading
21. Long service leave
22. Bereavement leave/Compassionate leave
23. Family leave
24. Parental leave
25. Jury leave
26. Superannuation
27. Employee counselling procedure
28. Dispute procedure
29. Further agreement
30. Signatories to agreement



## 2. INCIDENT AND PARTIES BOUND

- 2.1 The Parties: This Enterprise Agreement is made pursuant to Chapter 2, Part 3, Division 2 of the New South Wales Industrial Relations Act, 1997, entered into on the 30<sup>th</sup> July 2002 between Lifeline Manly Warringah Pittwater Inc. and staff.
- 2.2 The Enterprise: The enterprise for which the agreement is reached is the organisation known as Lifeline Manly Warringah Pittwater Inc., operating from offices located at 310 Sydney Road, Balgowlah, NSW, 2093.
- 2.3 The Occupations: The Enterprise Agreement relates to a variety of administrative and vocational occupations as set out in clauses 4 & 11 of the Agreement.

## 3. TERM OF AGREEMENT

This Agreement shall take effect from the date of registration and operate from the first full pay period to commence on or after that date. The Agreement shall be for a nominal period of 36 months and has been entered into without any duress.

## 4. RELATIONSHIP TO PARENT AWARD

It has been determined by the parties to this Agreement that it shall be read and interpreted wholly in conjunction with the:-

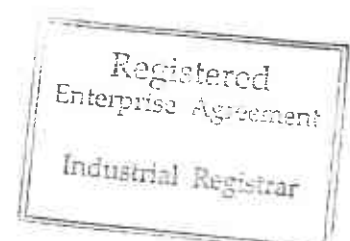
Public Hospital Psychologists (State) Award *Health and Community Employees Psychologists State Award*  
Public Hospital Social Workers (State) Award;  
Social and Community Services Employees (State) Interim Award;  
Warehouse Employees - General (State) Award;  
Shop Employees (State) Award;  
Transport Industry - Mixed Enterprises (State) Award and  
Miscellaneous Workers General Services (State) Award

and provide that where there is any inconsistency with the employees appropriate award, this Agreement shall take precedence.

## 5. PURPOSE OF AGREEMENT

### 5.1 Commitment

The parties to this Agreement recognise the need to continue with the implementation of an appropriate minimum income and working conditions environment for the establishment of a constructive relationship between the parties and this Agreement satisfies that need.



Both parties have agreed to work together to develop a committed, flexible and multi-skilled workforce that is focused on satisfied volunteer, client and customer services, optimum productivity and a working environment which is mutually rewarding.

## 5.2 Objectives

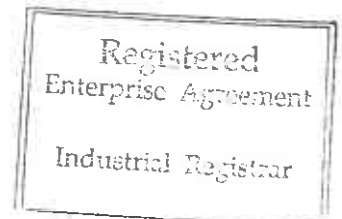
- a) To relieve poverty, sickness, suffering, distress, misfortune, destitution and helplessness in the community generally, in the spirit of Christian vision of caring for people of all backgrounds and circumstances.
- b) To provide help to people who are experiencing difficulties. This includes distribution emergency relief, referrals to appropriate support organisations, and assistance and friendship to older people and people with disabilities.
- c) To provide a counselling and referral service for all people in the community with personal problems.
- d) To train, support and manage a team of volunteers.
- e) To work in cooperation with the Balgowlah-Seaforth Uniting Church, in reaching out to people experiencing difficulties in our community.
- f) To maintain affiliation with Lifeline Australia Inc. and International.
- g) To work in cooperation with other Lifeline centres and community service agencies.
- h) To promote the above activities and raise funds to support them.

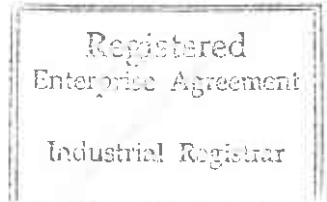
## 6. **OBLIGATIONS OF THE PARTIES**

### 6.1 Employer Obligations

Commit management to nurturing and maintaining a working environment that;

- a) is focused on optimum productivity and the highest standards of service to our volunteers, clients and customers;
- b) seeks to utilise and develop the employees' full range of skills;
- c) provides for the pursuit of flexible working conditions which better service the volunteers and clients and facilitate and support operational requirements;
- d) enables employees and management to develop fair and effective employee relations practices which are both safe and rewarding;
- e) provides for genuine consultation and concern for each employees well being.





6.2 Employee Obligations

Commit all Lifeline Manly Warringah Pittwater Inc. employees to;

- a) act as integral and professional members of the Lifeline employer's team by effectively discharging their responsibilities;
- b) be accountable/responsible for their decisions and actions;
- c) deliver long term client and volunteer satisfaction by fully utilising skills endorsed or nominated by the employer;
- d) maintain a high level of proficiency in all areas of expertise;
- e) fully participate in relevant problem solving exercises at the workplace;
- f) act ethically, constructively and co-operatively with the employer, clients and volunteers.

6.3 Changes Work Arrangements

The parties agree that consistent with existing practices, there is flexibility to review procedures provided that;

- a) the employer genuinely consults with appropriate employee group about the change;
- b) the majority of the group genuinely agree with the change;
- c) the Agreement does not disadvantage any employee/s within the group when considered against the terms of this Agreement as a whole.

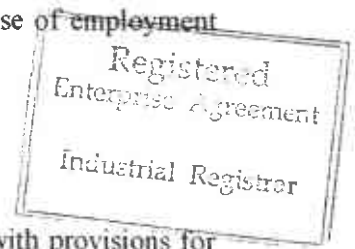
**7. PROFESSIONAL DEVELOPEINT**

It is agreed by the Parties to this Agreement that it is the responsibility of the employee to keep themselves informed of developments in the relevant fields and to develop skills, knowledge and ability in accordance with the guidelines set by National Lifeline and Lifeline Manly Warringah Pittwater Inc.. Where, in pursuance of these aims, the employee is granted approval by the Board of Lifeline Manly Warringah Pittwater Inc. to attend a conference, seminar, short term course or the like, the Lifeline Manly Warringah Pittwater Inc. shall meet all reasonable associated costs and shall continue the payment of normal salary and benefits to the employee.

**8. PROFESSIONAL INDEMNITY**

Lifeline Manly Warringah Pittwater Inc. shall indemnify and keep indemnified the employee in respect of any loss, claim or cause of action arising out of the acts or omissions of the

employee acting honestly, diligently and in good faith, in the normal course of employment by Lifeline Manly Warringah Pittwater Inc..



## 9. TERMS OF ENGAGEMENT

Staff will be comprised of either full-time, part-time or casual employees with provisions for new staff to be engaged for a probationary period:

- 9.1 Full-time Employment: The ordinary hours of work shall be a maximum of 38 per week, averaged over a 2 week cycle of 76 hours, Monday to Sunday. A full-time employee shall not be transferred to either part-time or casual employment without the employee's written consent.
- 9.2 Part-time Employment: An employee engaged on a part-time basis shall work less than 38 ordinary hours each week, averaged over a 2 week cycle, Monday to Sunday. Employment conditions available to full-time employees will apply but on a pro-rata basis. Each period of work shall be for not less than 4 hours.
- 9.3 Casual Employment: All employees engaged on a casual hourly basis shall work less than 38 ordinary hours each week, averaged over a 2 week cycle, Monday to Sunday. A casual will be paid a loading of 20%. Each period of engagement shall be for not less than 3 hours.
- 9.4 All changes from full-time work to part-time or casual should be directly discussed with the Director and be by mutual agreement.
- 9.5 Probationary Period: Full-time and part-time employees may be recruited on a probationary period of up to 6<sup>3</sup> months. Where this is the case, notification of the probationary period will be given in writing at the time of commencement.

## 10. CONTRACT OF EMPLOYMENT

- 10.1 Except for those employees undergoing a probationary employment period as set out in clause 9.5 herein, employment of a weekly or part time employee may be terminated by 1 month's notice given by either party or by the payment or forfeiture, as the case may be, of 1 month's wages in lieu of such notice. This shall not affect the right of an employer to dismiss any employee without notice for misconduct and in such cases wages shall be paid up to the time of dismissal only. Note that the steps outlined in clause 27 (Employee Counselling Procedure) will be followed.

Notwithstanding these provisions, 3 month notice of termination of employment shall be given by the Director of Lifeline Manly Warringah Pittwater Inc..

- 10.2 An employee who is notified upon engagement that employment is on probation for a period of up to 3 months may be dismissed before the expiration of such period (or may terminate of accord) and in such a case, shall be considered a casual employee and shall be paid the rate prescribed for a casual employee in clause 16, Wages, of this Agreement.

## 11. STAFF CLASSIFICATIONS

<u>Job Title</u>	<u>Equivalent State Award/Classification</u>
Director	Public Hospital Social Workers/Grade 3
Assistant Director	Social and Community Services Employees/Category 3
Business Co-ordinator	Warehouse Employees/Group 7 [iv]
Shop Co-ordinator	Shop Employees - General/Group 3 [i]
Shop Assistant	Shop Employees/Category 1
Office Co-ordinator	Social and Community Services Employees/Category 2
Office Assistant	Social and Community Services Employees/Category 1
Van Driver	Transport Industry - Mixed Enterprises/Grade 2
Community Visitors Scheme Co-ordinator	Social and Community Services Employees/Category 2
Senior Volunteer Co-ordinator	Social and Community Services Employees/Category 2
Creditline Co-ordinator	Social and Community Services Employees/Category 2
Training Co-ordinator	Social and Community Services Employees/Category 2
Personal Counsellor's Co-ordinator	Social and Community Services Employees/Category 2
Buddy Suicide Support Coordinator	Social and Community Services Employees/Category 2
Welfare Officer	Social and Community Services Employees/Category 2
Gambling Counsellor	Social and Community Services Employees/Category 2
Gambling Counselling Coordinator	Public Hospital (State) Award
Cleaner (male/female)	Miscellaneous Workers - General Services (State) Award
Warehouse Co-ordinator	Warehouse Employees - General
Warehouse Assistant	Warehouse Employees - General

## 12. HOURS OF WORK

- 12.1 Flexibility will be a principle in determining hours of work. Starting and finishing times will be by agreement between employees and management to reflect differing operational requirements.

## 13. MEAL BREAKS

- 13.1 Staff meal breaks should be taken to suit the circumstances of the period of work.
- 13.2 Under usual circumstances, an employee will not be required to work more than 4 hours without taking a break. Should it be necessary for this period to be exceeded, it will be by agreement between the individual staff member and the management.

#### 14. OVERTIME

- 14.1 There will be no provisions for the payment of overtime.
- 14.2 Every consideration will be given by management to employee requirements with regard to overtime, consistent with the conditions of any employee's job description. Should an employee work for a period of time beyond their normal hours from Monday to Saturday, equivalent time off may be taken at a time agreeable to the employee and the management. Time in lieu should not accrue beyond 20 hours for full time staff and on a pro-rata basis for part-time staff (unless under exceptional circumstances).
- 14.3 Should the employee agree to work on any Sunday, or any day proclaimed a public holiday in NSW they will be credited double time in lieu for hours worked that day.
- 14.4 Where a member of staff is required by their manager to carry out work because he or she is on call, or is required to carry out a work task for any other reason outside of normal working hours, either on Lifeline premises or elsewhere, he or she will be entitled to a minimum of two hours time off in lieu.

#### 15. RE-IMBURSEMENT OF EXPENSES

An employee will be reimbursed for all authorised expenses incurred whilst carrying out business on behalf of Lifeline Manly Warringah Pittwater Inc.. Board approved car usage [as per Public Service rates] and phone calls [25¢ local calls] shall be paid, these rates being subject to annual review each November.

#### 16. WAGES/PAYMENT

- 16.1 Wages paid will be no less than the award rate for the appropriate classification as set out in clauses 4 & 11 of this Agreement.
- 16.2 Every member of staff will be entitled to have certain personal bills reimbursed without tax deducted as part of a salary package, under the following conditions:
1. The total amount to be reimbursed will not exceed Australian Tax Office Rulings.
  2. Items for reimbursement will be only those items allowed by Australian Tax Office Rulings.
  3. Evidence of expenses for reimbursement will be made once a month only and must be presented to the wages clerk by the date stipulated by the Director.



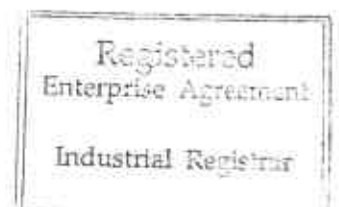
In order to facilitate salary packaging, salaries may generally be paid electronically into a member of staff's bank account monthly.

## 17. SICK LEAVE

- 17.1 Each full-time employee shall be entitled to 10 days paid sick leave annually with part-time employees being entitled to a pro-rata amount. The employer shall not be liable for sick pay to any employee whose illness is due to an accident covered by The Workplace Injury and Worker's Compensation Act, 1998.
- 17.2 Untaken sick leave shall be cumulative for a period of 5 years but paid leave may be extended by management subject to the employees circumstances. Untaken sick leave lost as a result of the normal passage of time will not be "cashed - in" by the employer.
- 17.3 A doctor's certificate shall be required for each paid period of sick leave exceeding 3 consecutive days or where 5 days of sick leave during the sick leave year is taken without the presentation of a doctor's certificate.
- 17.4 The employee shall, where practicable, notify the management of the inability to attend work due to sickness early in the morning of the first day of absence, indicating estimated duration of time off work.
- 17.5 The employer shall not be liable to pay an employee for absence due to illness unless such employee has been employed continuously for three calendar months. Provided that any sick leave taken during the first three months shall be paid for at the end of the said three months subject to the general provisions of this clause.

## 18. HOLIDAYS

- 18.1 The days on which the following holidays are observed shall be holidays, namely: New Year's Day, Australia Day, Good Friday, Easter Saturday, Easter Monday, Anzac Day, Queen's Birthday, Eight Hour Day, Christmas Day and Boxing Day and any day which may hereafter be proclaimed as a public holiday throughout the State of New South Wales.
- 18.2 The above holidays falling on an ordinary working day shall be paid for if not worked, irrespective of such holidays falling in a vacation period.
- 18.3 An employee required to work on any of the above holidays shall be entitled to double time for any time worked and given time off at a mutually agreed time.



**19. ANNUAL LEAVE**

See Annual Holidays Act, 1944, as amended.

Staff shall be entitled to 4 weeks paid annual leave for each continuous 12 months of service. Annual leave shall be taken at such times as agreed between management and the employee. Annual leave shall not be accrued beyond six weeks without the approval of the Board of Management. Payment cannot be made in lieu of taking annual leave, except on termination of employment.

**20. ANNUAL LEAVE LOADING**

A 17½% annual leave loading will be paid to staff at the time of taking annual leave.

**21. LONG SERVICE LEAVE**

Staff are required to use LSL entitlements within two years, unless otherwise negotiated with the Board. LSL is to be taken in a continuous period of at least one month. All LSL entitlements and usage are to be in accordance with the LSL Act 1955.

**22. BEREAVEMENT LEAVE/COMPASSIONATE LEAVE**

An employee shall, on the death of the wife, husband, father, mother, parent-in-law, brother, sister, grandparents, grandchildren, children, step-child of the employee, be entitled to leave of up to 3 days on normal pay.

Additional paid leave of up to 3 days per year on normal pay may also be claimed by an employee for compassionate or personal reasons with the approval of the Board of Management.

**23. FAMILY LEAVE**

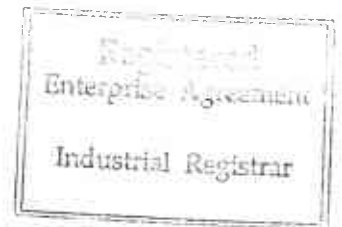
23.1 An employee with responsibilities in relation to a class of person set out in 23.3 (ii) who needs their care and support shall be entitled to use, in accordance with this subclause, any sick leave entitlement for absences to provide care and support for such persons when they are ill.

23.2 The employee shall, if required, establish by production of a medical certificate or statutory declaration, the illness of the person concerned.

23.3 The entitlement to use sick leave in accordance with this subclause is subject to:

- (i) the employee being responsible for the care of support of the person concerned; and





- (ii) the person concerned being:
  - (a) a spouse of the employee., or
  - (b) a de facto spouse, who, in relation to a person, is a person of the opposite sex to the first mentioned person who lives with the first mentioned person as the husband or wife of that person on a bona fide domestic basis although not legally married to that person; or
  - (c) 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 or spouse or de facto spouse of the employee; or
  - (d) a same sex partner who lives with the employee as the de facto partner of that employee on a bona fide domestic basis; or
  - (e) a relative of the employee who is a member of the same household, where for the purposes of this paragraph:
    - 1. 'relative' means a person related by blood, marriage or affinity;
    - 2. 'affinity' means a relationship that one spouse because of marriage has to blood relatives of the other; and
    - 3. 'household' means a family group living in the same domestic dwelling.

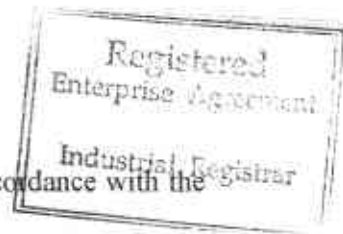
23.4 An employee shall, wherever practicable, give the employer notice prior to the absence of the intention to take leave, the name of the person requiring care and their relationship to the employee, the reasons for taking such leave and the estimated length of absence.

## **24. PARENTAL LEAVE**

For all provisions relating to parental leave refer to the Industrial Relations Act of 1996.

## **25. JURY LEAVE**

An employee required to attend for jury service will receive no loss in normal wages for the duration of such attendance.



**26. SUPERANNUATION**

Lifeline Manly Warringah Pittwater Inc. will provide superannuation in accordance with the requirements of the federal Superannuation Guarantee [Administration] Act.

Employer contributions shall be placed with a superannuation fund nominated by Lifeline Manly Warringah Pittwater Inc. and shall be fully vested to the employee.

**27. EMPLOYEE COUNSELLING PROCEDURE**

With the object of ensuring good employer/employees relations, no employee will be dismissed [except for misconduct which would justify instant dismissal] unless the following procedures have been followed:

27.1 First Counselling [verbal]: If Management considers a member of staff to be unsatisfactory for any reason, the employer shall inform the employee of the unsatisfactory nature of the employee's service and allow the employee the right to respond. If the employee so requests, a witness of his choosing may be present.

27.2 Second Counselling [verbal]: If the management is of the opinion that the employee continues to be unsatisfactory, management shall again discuss with the employee, in the presence of a witness if requested, the unsatisfactory nature of the employee's service and advise the employee that continuation of such unsatisfactory service may lead to dismissal.

27.3 Third and Final Counselling [written]: If, after the two [2] verbal counsellings, the employer still considers the employee to continue to remain unsatisfactory and in the presence of witness of the employees choosing, the employee will again be counselled and advised that a continuing on the employees part to rectify the unsatisfactory nature of performance will lead to dismissal. This final counselling will be committed to writing by the management with the employees being requested to sign the document.

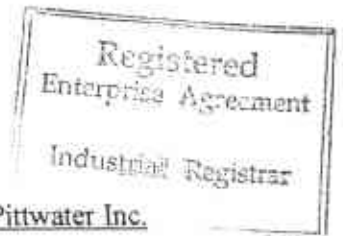
**28. DISPUTE PROCEDURE**

In the event of a dispute arising between the Association and staff, such matter will be resolved in accordance with the Association's Grievance Policy and Procedure set out in Chapter 3 of the Industrial Relations Act of NSW, 1996).

**29. FURTHER AGREEMENT**

The parties to this Agreement agree to communicate with a view to reaching a replacement Enterprise Agreement approximately 3 months prior to the end of the nominal term of this Agreement.

31. SIGNATORIES TO AGREEMENT



Signed for and on behalf of the Board of Management of Lifeline Manly Warringah Pittwater Inc.

Signed W. J. Steppend

Witnessed by [Signature]

Date 6-9-02

Signed by the Lifeline Manly Warringah Pittwater Inc. employees party to this Enterprise Agreement

DIANE SULLIVAN	<u>[Signature]</u>	<u>20-8-02</u>
IRENE MOORE	<u>[Signature]</u>	<u>20-8-02</u>
ANGELA BANNETT	<u>[Signature]</u>	<u>20-8-02</u>
DONNA FAVALORO	<u>Donna Favalaro</u>	<u>20-8-02</u>
HONORE TROY	<u>[Signature]</u>	<u>23-8-02</u>
JULIE BATESON	<u>Julie Bateson</u>	<u>21-8-02</u>
KATHI PAUNCEZ	<u>Kathi Pauncez</u>	<u>21-8-02</u>
KATE LAWSON	<u>[Signature]</u>	<u>20-8-02</u>
JOHN BYRNE	<u>[Signature]</u>	<u>20-8-02</u>
MARGARET COONEY	<u>[Signature]</u>	<u>20-8-02</u>
CHRISTINE KWANTAN	<u>[Signature]</u>	<u>23-8-02</u>
VESNA LETNIC	<u>[Signature]</u>	<u>22-8-02</u>
JOHN LLEWELLYN	<u>[Signature]</u>	<u>24-8-02</u>
PATRICIA BYRNE	<u>[Signature]</u>	<u>23-8-02</u>
VIRGINIA EDGE	<u>[Signature]</u>	<u>20-8-2002</u>
MARK SMITH	<u>[Signature]</u>	<u>23-8-02</u>
SHEILA THURSTON	<u>[Signature]</u>	<u>20-8-02</u>
LINDSAY STRICKLAND	<u>[Signature]</u>	<u>20-8-02</u>
LAURA ORTEGA	<u>Laura Ortega</u>	<u>20-8-02</u>
ROBYN BIRD	<u>Robyn Bird</u>	<u>20-8-02</u>
JULIET ACUERO	<u>[Signature]</u>	<u>22-8-02</u>
ELIZABETH BOWYER	<u>[Signature]</u>	<u>23-8-02</u>
RODNEY BYRNE	<u>[Signature]</u>	<u>21-8-02</u>
PATRICIA SHEEDY	<u>[Signature]</u>	<u>21-8-02</u>