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ENTERPRISE AGREEMENT NO: EA00/255

TITLE: Autism Association of New South Wales Adult and Residential Services Enterprise Agreement 2000

I.R.C. NO: 2000/3460

DATE APPROVED/COMMENCEMENT: 4 August 2000

TERM: 13 months

**NEW AGREEMENT OR
VARIATION:** New

GAZETTAL REFERENCE: 6 October 2000

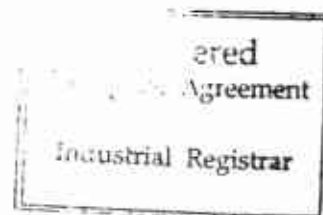
DATE TERMINATED:

NUMBER OF PAGES: 29

COVERAGE/DESCRIPTION OF

EMPLOYEES: Applies to employees engaged in the following positions: Residential Care Worker, Training Officer, Residential Supervisor, Site Supervisor, Key Worker and Volunteer

PARTIES: Australian Services Union of N.S.W. -&- Autism Association of NSW



**AUTISM ASSOCIATION
OF NEW SOUTH WALES**

**ADULT AND RESIDENTIAL SERVICES
ENTERPRISE AGREEMENT 2000**



1. TITLE

This Agreement shall be known as the Autism Association of New South Wales Adult and Residential Services Enterprise Agreement 2000.

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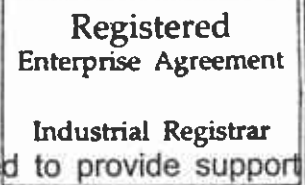
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3. APPLICATION AND INTENTION

- 3.1 This Agreement shall apply to and be binding upon the Autism Association of New South Wales (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 Adult and Residential Services of the Association.
- 3.2 This Agreement has been developed through a voluntary process of consultation and participation and reflects the commitment of the Association, the Union and employees to deliver a high standard of service to clients of the Association 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 *Social and Community Services Employees (State) Award*.

4. DURATION

This Agreement shall operate from the date of approval by the Industrial Relations Commission of New South Wales and remain in force until 30 September 2001.



5. DEFINITIONS

"Residential Care Worker" shall mean an employee employed to provide support and training to clients in residential facilities.

"Training Officer" shall mean an employee employed to provide support and training to clients in the acquisition of social, vocational, community access and independent living skills.

"Residential Supervisor" shall mean an employee employed to supervise and provide on the job training to staff and clients in a residential facility, and is responsible to a unit manager of the Association for the day to day operation of that residential facility.

"Site Supervisor" shall mean an employee employed to supervise and provide on the job training to staff and clients in an adult service and is responsible to a unit manager of the Association for the day to day operation of a work site.

“Key Worker” shall mean an employee responsible for the implementation of a client’s individual plan.

“Volunteer” shall mean an unpaid worker who assists in an operational unit of the Association in accordance with the Association’s volunteer policy.

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

6. TERMS OF ENGAGEMENT

- 6.1 The Association shall inform each employee in writing as to the terms of their engagement, and in particular whether they are a full time, part time, term or casual employee.
- 6.2 The Association shall provide each employee with a job description and a duty statement outlining specific duties to be performed and hours of work, upon engagement, or in the case of existing employees, within one month of the effective date of this Agreement.
- 6.3 All employees employed pursuant to this Agreement other than term or casual employees shall be deemed to be permanent.
- 6.4 (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 clients.
- (b) During this probationary period either party may terminate employment by providing one weeks notice.
- (c) During the period of probationary employment the employee’s service will count for the purposes of accruing service and entitlements.

7. FULL TIME EMPLOYEE

A full time employee shall mean an employee engaged to work 76 hours per fortnight.

8. PART TIME EMPLOYEE

- 8.1 A part time employee shall mean an employee who is rostered to work a specified number of regular days and/or hours being less than 76 hours per fortnight.

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8.2 Part time employees shall be paid an hourly rate calculated on the basis of one-thirty eighth of the appropriate weekly rate prescribed by clause 15, Rates of Pay, of this Agreement.

9. CASUAL EMPLOYEE

9.1 A casual employee shall mean an employee engaged on an irregular basis to work irregular hours.

9.2 A casual employee shall be paid an hourly rate equal to one-thirty eighth of the appropriate weekly rate prescribed by clause 15 Rates of Pay, plus an additional loading of fifteen percent.

9.3 Pursuant to the *Annual Holidays Act 1944*, casual employees are entitled to payment in lieu of annual leave at the end of each engagement in addition to entitlements under this clause, i.e. an amount equal to one-twelfth (8.33%) of the employee's ordinary pay for such period of engagement.

9.4 A casual employee shall be paid a minimum of two hours at the appropriate rate for each engagement.

10. HOURS OF WORK

10.1 The ordinary hours of work shall be no more than 76 in any fortnight.

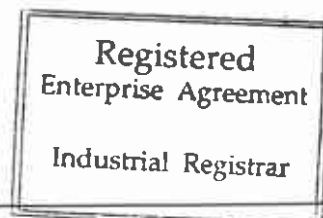
10.2 The minimum length of a shift is 2 hours. The maximum length of a shift is 10 hours.

11. ROSTER OF HOURS

11.1 The ordinary hours of work for each employee other than casuals shall be displayed on a roster in a place conveniently accessible to employees. Such roster shall be displayed two weeks prior to the commencing date of the first working period in any roster.

11.2 Provided further that a roster may be altered at any time to enable the services of the Association to be carried on where another employee is absent from duty on account of illness or in emergency, but where any such alteration involves an employee working on a day which would have been their day off such time worked shall be compensated in accordance with Clause 18, Overtime.

11.3 Rosters may be changed by mutual agreement between the Association and an employee to meet the emergency needs of the service.



12. REST BREAKS

- 12.1 Employees required to continue work after their normal ceasing time must have a rest period of ten (10) consecutive hours before again starting work. Employees are to be paid for any working time lost.
- 12.2 Employees directed to resume or continue work without having their rest period will be paid at time and one half for the first two hours and double time thereafter until they are released from duty. They will then be entitled to be absent for a period of ten (10) consecutive hours without loss of pay.
- 12.3 This clause does not apply to any sleepover shift whether or not that shift is connected with an ordinary rostered shift.
- 12.4 This clause does not apply where an employee in a residential service operated by the Association is rostered on a morning and an afternoon shift on a weekday.

13. MEALS

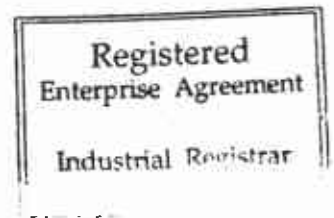
- 13.1 No employee shall work for a period longer than 5 hours without a meal.
- 13.2 A meal may be taken in conjunction with client meals.

14. CLASSIFICATIONS

14.1 Residential Care Worker and Training Officer

14.1.1 Characteristics of this level

- (a) An employee employed as a Residential Care Worker or Training Officer shall work under regular direction within clearly defined guidelines and undertake a range of activities requiring application of acquired skills and knowledge.
- (b) At this level functions are performed that are defined by established routines, methods, policies and procedures.
- (c) Assistance will be available.
- (d) Employees will be expected to have an understanding of work and Association policies and procedures relevant to their work area and may provide assistance to other employees or volunteers concerning established policies and procedures.
- (e) Employees may be responsible for managing time, planing and organising their own work and may be required to oversight and/or guide the work of volunteers.



- (f) Employees may be required to resolve minor work procedural issues within established policies, practices and procedures.

14.1.2 Responsibilities

Some of the responsibilities at this level may include:

- (a) achieve outcomes that are clearly defined
- (b) act as a key worker for a client or clients
- (c) support clients in the community on an individual basis
- (d) perform tasks of a sensitive nature including personal care as required
- (e) perform tasks and activities within a community program requiring knowledge of established work policies, practices and procedures
- (f) receive and account for client and Association monies
- (g) assist with administrative functions, including data collection and program development and implementation
- (h) exercise initiative and independent judgement in the application of established policies, practices and procedures under general supervision
- (i) follow all Association policies and procedures relevant to the workplace
- (j) operate a word processor and/or other business software and be proficient in their use

14.1.3 Requirements of staff in the position

Some or all of the following are needed to perform work at this level:

- (a) basic skills in oral, written and visual communication with clients and other member of the public
- (b) knowledge of established practices and procedures relevant to the workplace
- (c) knowledge of the policies and regulations relating to the workplace
- (d) application of Association techniques used in supporting clients with Autism Spectrum Disorder
- (e) no formal qualifications required



- (f) application of basic computer skills

14.1.4 Organisational Relationships

- (a) work under regular supervision
- (b) provide assistance to less experienced staff or volunteers
- (c) report to immediate supervisor
- (d) work outcomes are monitored by the immediate supervisor
- (e) have freedom to act within defined policies and procedures
- (f) required to refer to established practices, policies and procedures when solving simple problems, however expected to refer to the immediate supervisor for more complex problems or issues.
- (g) assistance will be available when required

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14.2 Residential Supervisor & Site Supervisor

14.2.1 Characteristics of this level

- (a) An employee employed as a Residential Supervisor or Site Supervisor shall work under general direction within clearly defined and well established policies, practices and procedures.
- (b) A feature of this level includes problem solving of limited difficulty using knowledge, judgement and work organisational skills acquired through qualifications and/or previous work experience.
- (c) Assistance is available from Unit managers.
- (d) Employees will be expected to have an understanding of work and Association policies and procedures relevant to their work area and provide assistance to lower classified employees or volunteers concerning established policies and procedures.
- (e) At this level, employees may be required to supervise employees at a lower classification and volunteers in their day to day work.
- (f) Employees are responsible for managing, planning and organising their own work and the work of other employees and volunteers at the site.
- (g) Employees may be required to deal with formal disciplinary issues within the work area.

- (h) Employees will be expected to have a basic knowledge of human resource management and be able to provide lower classified employees or volunteers with on the job training.

14.2.2 Responsibilities

Some of the responsibilities at this level may include:

- (a) achieve outcomes that are clearly defined
- (b) undertake responsibility for various activities within the area of supervision
- (c) perform tasks and activities within a community program requiring knowledge of established work policies, practices and procedures
- (d) act as a key worker for a client or clients
- (e) perform tasks of a sensitive nature, including personal care as required
- (f) co-ordinate and plan the IP process
- (g) co-ordinate, develop and implement service programs
- (h) support clients in the community
- (i) allow the scope for the exercise of initiative and independent judgement in the application of established work policies, procedures and practices
- (j) supervise a number of employees at a lower classification or volunteers
- (k) provide assistance to Unit managers
- (l) assist with administrative functions, include data collection and records management services
- (m) receive and account for monies and provide regular reconciliation of same
- (n) follow all Association policies and procedures relevant to the workplace
- (o) operate a computer and/or programs and peripheral equipment and initiate corrective action
- (p) operate a word processor and/or other business software and be proficient in their use

14.2.3 Requirements of staff in the position

Some or all of the following are needed to perform work at this level:

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- (a) skills in oral, written and visual communication with clients and other members of the public
- (b) thorough knowledge of established policies, practices and procedures within the organisation and workplace
- (c) practical experience in the application of techniques used in supporting clients with Autism Spectrum Disorder
- (d) formal qualifications are desirable but not essential and experience in the field is necessary
- (e) attainment of Association core competencies is highly desirable

14.2.4 Organisational Relationships

- (a) work under general supervision
- (b) supervision of other employees and/or volunteers
- (c) operate as a member of a team
- (d) report to Unit Manager
- (e) operate under general direction within defined policies, practices and procedures
- (f) use documented policies, procedures and practices to solve problems
- (g) work outcomes are monitored by the Unit manager
- (h) assistance is available when problems occur.

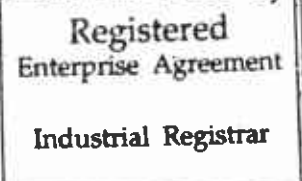


15. RATES OF PAY

15.1 The following rates of pay shall apply.

	FULL TIME EMPLOYEE ANNUAL SALARY	FULL TIME EMPLOYEES (38HOURS) WEEKLY SALARY	HOURLY RATE
RESIDENTIAL CARE WORKER/TRAINING OFFICER			
Level 1	25 316	485.54	12.78
Level 2	26 316	504.72	13.28
Level 3	27 316	523.89	13.78
Level 4	28 341	543.55	14.30
Special Level	29 324	562.40	14.80
RESIDENTIAL SUPERVISOR/SITE SUPERVISOR			
Level 1	29 571	567.14	14.92
Level 2	30 697	588.74	15.49
Level 3	31 927	612.33	16.11
Level 4	33 157	635.92	16.73
Special Level	34 387	659.51	17.36

15.2 The rates of pay provided for at subclause 15.1 above shall increase by 3 percent with effect from 1 October 2000.



15.3 Commencement

Upon commencement, an employee shall be appointed to Level 1 of the appropriate category, provided however that an employee with a relevant post secondary qualification of two or more full time equivalent years shall be appointed at least at Level 2 of the category.

15.4 Incremental Progression

- (a) An employee shall proceed from level to level within the relevant category upon the completion of both 12 months continuous service and 1300 hours work.
- (b) Upon successful completion of the core competency modules developed by the Association, an employee may proceed two levels within the relevant category on the date the employee is next eligible for incremental progression in accordance with paragraph (a) above.

- (c) An employee shall not be eligible to proceed beyond Level 4 of the relevant category unless they have successfully completed the core competency modules developed by the Association, and have been assessed by their Unit Manager as skilled in supporting clients with Autism Spectrum Disorder.

16. PAYMENT OF WAGES

- 16.1 The weekly rate of pay shall be the annual rate of pay divided by 52.14.
- 16.2 All wages shall be paid at least fortnightly by cash, cheque or electronic funds transfer by agreement between the majority of employees and the Association.
- 16.3 Wages shall be paid during working hours on a weekday which is not more than 3 days following the end of a pay period. The pay day once selected shall not be changed without the agreement of a majority of the employees.
- 16.4 In the case of electronic funds transfer payments wages shall be transferred to the nominated account by midnight on the nominated pay day.
- 16.5 Upon termination, wages and other monetary entitlement due to an employee shall be paid on the date of termination.
- 16.6 The Association may deduct from amounts due to an employee such amounts as authorised in writing by the employee and deductions of income tax required to be made to the Australian Taxation Office.

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17. SUPERANNUATION

- 17.1 The Association shall contribute to a superannuation fund as specified in subclause 17.2 below 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.
- 17.2 The Fund shall mean the AMP Superannuation Fund or the Health Employees Superannuation Trust Australia or the Australian Superannuation Savings Employment Trust.

17.3 Additional Contributions

- (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 wages, 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 in the fund on behalf of the employee within 14 days of receipt of the authorisation.
- (d) An employee may vary their additional contributions by a written authorisation once per year, in December. The Association must alter the additional contributions within 14 days of receipt of the authorisation.

18. OVERTIME

18.1 Overtime means time worked with the approval of the Association over and above 38 hours per week.

18.2 Payment for Overtime

- (a) An employee working in Adult Services shall be paid overtime at the rate of time and a half, provided that all overtime worked on Saturday after 12 noon and on Sunday shall be paid at double time.
- (b) An employee working in Residential Services shall be paid overtime at the rate of single time for the first 25 hours of overtime worked in a fortnightly pay period. For additional overtime worked in excess of 25 hours in a fortnightly pay period, payment shall be at the rate of time and a half, provided that additional overtime worked on Saturday after 12 noon and on Sunday shall be paid at double time.

19. CALL BACKS

An employee who is recalled to work after leaving the place of employment shall be paid for a minimum of two hours work at the appropriate overtime rate for such time so recalled, provided that the employee shall not be required to work the full two hours if the work such employee is recalled to perform is completed in a shorter period.

20. SHIFT WORK

20.1 Definitions

- (a) "Evening shift" means any shift which finishes after 8.00pm and at or before 12.00 midnight Monday to Friday.
- (b) "Night shift" means any shift which finishes after 12.00 midnight or commences before 6.00am Monday to Friday.
- (c) "Saturday shift" means any time worked between midnight Friday and midnight Saturday.



- (d) "Sunday shift" means any time worked between midnight Saturday and midnight Sunday.

20.2 Engagement in Shift Work

- (a) Where the Association wishes to engage an employee in shift work, the Association shall advise the employee in writing, specifying the period over which the shift is ordinarily worked.

20.3 Shift Allowances

- (a) An employee working an evening shift shall be paid a loading of 15% on their ordinary rate of pay for the whole of such shift.
- (b) An employee who works a night shift shall be paid a loading of 30% on their ordinary rate of pay for the whole of such shift.
- (c) An employee who works a Saturday shift shall be paid a loading of 50% on their ordinary rate of pay for the whole of such shift.
- (d) An employee who works a Sunday shift shall be paid a loading of 75% of their ordinary rate of pay for the whole of such shift.

21. **SLEEPOVER SHIFTS**

21.1 "Sleepover" means a continuous period of eight hours during which an employee is required to sleep at the workplace and be available to deal with any urgent situation which cannot be dealt with by another employee or be dealt with after the end of the sleepover period.

21.2 The Association shall take all reasonable steps to enable the employee to sleep on the premises including the provision of a bed with privacy, access to a bathroom, toilet and a meal room free of charge to the employee.

21.3 An employee shall only sleepover under the following conditions:

- (a) There is an agreement between the employee and the Association 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.

21.4 The sleepover allowance is equivalent to three hours payment at the employee's ordinary rate of pay. 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 in addition to the sleepover allowance.

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22. EXCURSIONS

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

- (a) payment at ordinary rates of pay for time worked up to a maximum of 12 hours per day.
- (b) payment of an overnight allowance in accordance with the provisions of Clause 21, Sleepover Shifts.

23. PUBLIC HOLIDAYS

23.1 Public holidays shall be allowed to full time and part time employees on full pay.

23.2 Where an employee is required to and does work on a public holiday the employee shall choose either:-

- (a) to be paid – and in such case the employee would receive their ordinary pay for the day plus payment for time so worked; or
- (b) (i) to take the equivalent time off – and in such case the employee would receive their ordinary pay for the day and the equivalent time off for the time worked; or
(ii) subject to mutual agreement between the employee and the Association, such time off may be aggregated with annual leave entitlements.

23-3 Where an employee who is a shift worker and is required to and does work an ordinary rostered shift on a public holiday, the employee shall be paid double time and a half (inclusive of shift allowances) for such shift.

23.4 Where an employee, who is a shift worker whose ordinary working time would include a particular public holiday, is rostered off on that public holiday and does not work, the employee shall have a day added to their annual holidays, or be paid a day's pay additional to their weekly wage.

24. HIGHER DUTIES ALLOWANCE

24.1 An employee who is called upon by the Association to perform the duties of another employee in a higher classification under this Agreement for any one day or more shall be paid for the day(s) 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 their cessation of the performance of such duties.

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- 24.2 Public holidays shall be considered as time worked in a higher classification where the public holiday falls within a period of days where an employee is acting in a higher classification.
- 24.3 An employee required to perform the work of another employee shall not suffer any reduction in their wage (except where an employee is transferred to lower paid duties for reasons set out in subclause 47.2)
- 24.4 The allowance paid pursuant to sub clause 24.1 shall be considered to be the employee's ordinary rate of pay for all purposes while ever the employee is in receipt of the allowance.

25. MOTOR VEHICLE ALLOWANCE

Where an employee is required to use their own vehicle in the course of their duty the employee shall be paid an amount per kilometre travelled during such use as set out in the Association's motor vehicle policy.

26. FIRST AID

- 26.1 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 duty at their workplace shall be paid an allowance at the rate set by the *Social and Community Services Employees (State) Award*.
- 26.2 The Association shall meet the costs of attaining and/or renewing an employee's first aid certificate where that employee is required by the Association to be available to perform first-aid duty at their workplace.

27. EXPENSES

- 27.1 The Association shall reimburse all reasonable expenses, including the cost of telephone calls, necessarily incurred by an employee in carrying out their duties subject to reasonable proof of the expenses being incurred being supplied to the Association.
- 27.2 An employee required to stay away from home overnight shall be reimbursed the cost of pre-approved board, lodging and meals. Reasonable proof of costs so incurred is to be provided by the employee to the Association.

28. SICK LEAVE

- 28.1 (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 10 days sick leave on full pay and 10 days sick leave on half pay for each year of service.

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(b) For the purpose of this clause, illness shall include stress and mental ill health.

28.2 The Association may dispense with the requirements of a medical certificate where the absence does not exceed two consecutive days or where in the Association's opinion circumstances are such not to warrant such requirement. However, failure to provide the necessary documentation or proof of illness if required shall mean that the absence will be deemed as leave without permission and may take the form of leave without pay.

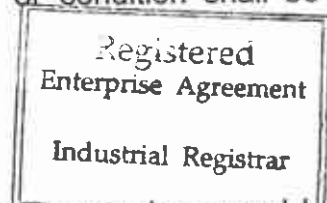
28.3 Each employee shall take all reasonably practicable steps to inform the Association of his or her inability to attend for work and as far as possible state the estimated duration of the absence. Where practicable such notice shall be given within 24 hours of the commencement of such absence.

28.4 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 ten years. There shall be no payment of portions of leave not taken on retirement or termination.

28.5 Sick leave without pay may be granted upon request to the Executive Director. In considering this request, an employee may first be required to use all paid leave entitlements.

28.6 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 requirement on the Association to provide paid sick leave.

28.7 Sick leave taken due to compensable illness, injury or condition shall be re-credited.



29. ANNUAL LEAVE

29.1 Full time and part time employees shall be entitled to ~~five weeks annual leave~~ with pay after each twelve months of continuous service.

29.2 Annual close down

(a) The Association may give notice to any employee that during a specified period some or all of the Association's workplaces will be temporarily closed (or reduced to a nucleus) for the purposes of giving an annual holiday to the employees to whom such notice has been given.

(b) Notice pursuant to paragraph (a):

(i) shall be given to an employee not less than 3 months before the commencement of the specified period or, in the case of an employee who commences employment less than 3 months before the

commencement of the specified period, on the day the employee commences employment, and
(ii) shall not be given by the Association more than twice in any calendar year.

(c) No employee shall be required to take more than four weeks annual leave in any twelve month period because of the close down of any workplaces pursuant to this subclause.

29.3 The provisions of the *Annual Holidays Act 1944* shall apply except as provided for in subclauses 29.1 and 29.2 above.

30. ANNUAL LEAVE LOADING

30.1 A loading of 17.5% of the ordinary weekly rate is payable to an employee for four weeks of annual leave accrued in each year of service. Payment of this loading is in addition to the pay for the period of annual leave given and taken and due to an employee.

30.2 Where the period of leave is taken in separate periods, the loading shall apply only to the period taken. The loading shall be paid immediately before the employee takes the leave.

30.3 Where the employment of an employee is terminated by the Association for a cause other than misconduct, he or she shall receive payment of the loading for any period of untaken annual leave to which the employee is entitled.

31. LONG SERVICE LEAVE

All employees shall be entitled to be paid long service leave in accordance with the *Long Service Leave Act 1955*.

32. BEREAVEMENT LEAVE

32.1 An employee other than a casual employee shall be entitled to up to two days bereavement leave without deduction of pay on each occasion of the death of a person prescribed in subclause 32.3 below.

32.2 The employee must notify the Association as soon as practicable of the intention to take bereavement leave and shall, if required by the Association, provide proof of death.

32.3 Bereavement leave shall be available to the employee in respect to the death of a person in relation to whom the employee could have utilised Carer's Leave pursuant to subclause 33.1, provided that for the purpose of bereavement leave,

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the employee need not have been responsible for the care of the person concerned.

32.4 An employee shall not be entitled to bereavement leave under this clause during any period in respect of which the employee has been granted other leave.

32.5 Bereavement leave may be taken in conjunction with other leave available under Clause 33. Where such other available leave is to be taken in conjunction with bereavement leave, consideration will be given to the circumstances of the employee and the reasonable operational requirements of the Association.

33. CARER'S LEAVE

33.1 Use of Sick Leave

An employee other than a casual employee, shall be entitled to use any current or accrued sick leave entitlement 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.

33.2 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.

33.3 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.

33.4 Use of Annual Leave

(a) An employee may elect, with the consent of the Association, to take annual leave for the purpose of providing care and support to a class of person set out in subclause 33.1 who is ill.

(b) The Association and the employee may agree to defer payment of the annual leave loading in respect of single day absences, until at least five consecutive annual leave days are taken.



34. PARENTAL LEAVE

34.1 The provisions of the *NSW Industrial Relations Act 1996* shall apply except as provided for at subclause 34.2 below.

34.2 Paid Maternity Leave

A female employee entitled to maternity leave shall be entitled to six weeks leave on full pay or twelve weeks leave on half pay.

35. JURY SERVICE

35.1 A full time or part time employee required to attend for jury service during their ordinary working hours shall be reimbursed by the Association an amount equal to the difference between the amount paid in respect of their attendance for such jury service and the amount of wages they would have received in respect of the ordinary time they would have worked had they not been on jury service.

35.2 An employee shall notify the Association as soon as possible of the date upon which they are required to attend for jury service. Further the employee shall give the Association documentary proof of their attendance, the duration of such attendance and the amount received in respect of such jury service.

36. STUDY LEAVE

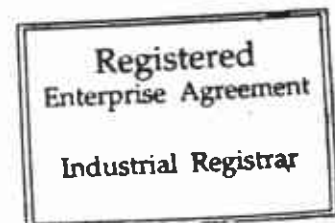
36.1 An employee, other than a casual employee, may apply for a maximum of 4 hours leave per week without loss of pay for the purposes of undertaking an approved course which is relevant to their work.

36.2 Approval of study leave is at the discretion of the Executive Director, with consideration to be given to the timing of lectures and to client needs.

36.3 Study leave may, with the agreement of the Executive Director, be accumulated to a maximum of 76 hours to be used for bona fide block courses.

36.4 Examination Leave

An employee, other than a casual employee, shall 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.



37. CONFERENCES AND TRAINING

- 37.1 An employee may, with the prior approval of the Association, attend conferences, training courses and seminars during normal working hours without loss of pay.
- 37.2 The costs of attending such conferences, training courses and seminars will be met by the Association including travelling time at ordinary rates.
- 37.3 Where an employee is directed to attend a conference, training course or seminar that is conducted outside their normal ordinary hours they shall be paid in accordance with Clause 18, Overtime for all time taken in attending including any necessary travelling time.

38. LEAVE WITHOUT PAY

- 38.1 A full time or part time employee may apply to the Association for a period of leave without pay.
- 38.2 The granting of any period of leave without pay to an employee is at the discretion of the Association, with consideration to be given to client needs.

39. TRADE UNION TRAINING LEAVE

- 39.1 An employee may make application to the Association for paid leave to attend a trade union course/conference.
- 39.2 The Association's approval of an application for trade union leave is subject to:
- (a) The taking of the leave shall be dependent upon the Association being able to make adequate staffing arrangements.
 - (b) Written application and at least four weeks notice, or other agreed period, for leave shall be given.
 - (c) Paid leave will not incur any other payment other than the ordinary rate of pay.
 - (d) An annual pool of paid leave up to a maximum of 10 days will be provided by the Association for employees covered by this Agreement to use for trade union leave.

40. OCCUPATIONAL HEALTH AND SAFETY

- 40.1 To ensure the health and safety of employees, in accordance with the *Occupational Health and Safety Act 1983*, the Association shall provide a safe working environment.



- 40.2 All employees shall work in a safe manner, as required by the *Occupational Health and Safety Act 1983*. Employees are required to observe safety procedures.
- 40.3 In each workplace there shall be either an O.H.&S Officer or an O.H.&S Committee. Any 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*.

41. PROTECTIVE CLOTHING AND EQUIPMENT

- 41.1 Where the Association requires an employee to wear protective clothing or a uniform such protective clothing and uniform as are reasonably required shall be provided and, as necessary, repaired and replaced by the Association provided that any issue of protective clothing or uniforms shall remain the property of the Association.
- 41.2 Where the Association provides safety equipment it shall be used by the employee. Where the Association provides safety equipment the Association shall maintain such equipment to the required standard and where necessary replace such equipment.

42. AMENITIES

- 42.1 The Association shall provide safe and reasonable toilet and washing facilities for the use of employees in each workplace.
- 42.2 The Association shall supply and maintain safe and reasonable heating and cooling appliances for the safe and healthy functioning of the workplace.
- 42.3 The Association shall provide safe and reasonable facilities for the taking of meals, including a table and chairs, boiling water, refrigerated water, a refrigerator, a suitable cupboard for the storing of utensils and supplies and a sink and running water for the purpose of washing up utensils (separate to any toilet and washing facilities).
- 42.4 The Association shall provide for employees a rest area well furnished.
- 42.5 The Association shall maintain all amenities in a safe and hygienic manner and to a reasonable standard.

43. CONFIDENTIALITY

- 43.1 An employee will not, while employed by the Association or at any time after the termination of the employee's employment for any reason (except in the proper



course of the employee's duties under this Agreement or as may be required by law):

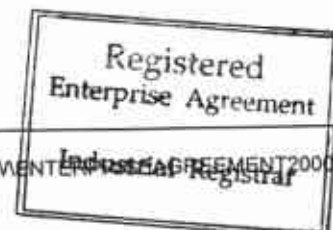
- (a) disclose to any other person any confidential information or trade secrets (including but not limited to information identifying clients or families of clients, information about other services, financial details, or computer software) relating to the Association of which the employee becomes aware in the course of their employment with the Association; or
- (b) use or attempt to use any such confidential information in any manner which may cause loss or injury to the Association.

43.2 The employee will also use his/her best endeavours to prevent the disclosure of such confidential information by third parties. The restrictions contained in this clause will continue to apply after termination of the employee's employment but will cease to apply to information or knowledge which comes into the public domain other than by breach of this Agreement.

44. GRIEVANCE AND DISPUTES SETTLING PROCEDURE

Any dispute or grievance arising out of the operation of this Agreement, other than a dispute or grievance arising directly from the Association's concern about an employee's work performance or conduct, shall be dealt with in the following manner.

- (i) In the first instance the employee shall attempt to resolve the grievance with their immediate supervisor or unit manager and shall be entitled to have a workplace representative present if the employee so desires.
- (ii) Where any such attempt at settlement has failed, or where the dispute or grievance is of such a nature that a direct discussion between the employee and their immediate supervisor or unit manager would be inappropriate, the employee may notify a union or other representative who, if they consider that there is some substance in the dispute or grievance, may forthwith take the matter up with the Association and a meeting shall be arranged.
- (iii) The arrangement of a meeting under step (ii) shall take place within seven (7) working days of notification of a dispute or grievance.
- (iv) Whilst the above conciliatory procedure is being followed, work shall continue normally where it is agreed there is an existing custom, but, in other cases, work shall continue on the instruction of the Association. No party shall be prejudiced as to the final settlement by the continuation of work in accordance with these claims.
- (v) In the event of failure to resolve the grievance or dispute amicably between the parties, either party may refer the matter to the Industrial Relations Commission of New South Wales, subject to each party's rights under the *Industrial Relations Act 1996*.



45. COUNSELLING AND DISCIPLINARY PROCEDURES

45.1 Counselling and Verbal Warnings

Where the Association has concerns about the work performance or conduct of an employee, the Association shall initiate counselling of the employee concerned to make them aware of the deficiencies in their performance or conduct and the standard of performance or conduct that the Association requires the employee to meet. At the commencement of counselling the Association shall make the employee aware of the nature of the counselling meeting and the specific areas of concern. Such counselling may or may not be concluded by the Association giving the employee a verbal warning to improve performance or conduct.

45.2 Counselling and Written Warnings

Where the Association believes that an employee's work performance or conduct requires it, or continuing work performance or conduct following the procedure in subclause 45.1 above have been completed, has not improved, the Association may counsel or further counsel as the case may be and may give a written warning outlining the employer's concerns and reasons.

45.3 Nothing in this procedure shall restrict the Association's right to summarily dismiss an employee in circumstances that warrant summary dismissal.

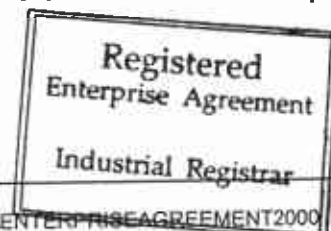
45.4 Nothing in this procedure shall prevent the Association from repeating steps specified in subclauses 45.1 and 45.2 where the particular circumstances require it.

45.5 In relation to this procedure the Association shall ensure that:

- (i) where an employee has been counselled or warned to improve work performance or conduct, a reasonable time shall be given to enable the employee to comply;
- (ii) the employee is given an opportunity to respond to any concern or allegation; and
- (iii) In a process where the employee may be given a verbal or written warning, the employee is to be informed of their right to be accompanied by a union or other representative

46. TERMINATION

46.1 Nothing in this Agreement prevents summary dismissal of an employee for misconduct.



46.2 (a) Except for misconduct, justifying summary dismissal, the services of an employee shall be terminated by the Association only by notice as prescribed by the following:

<u>Years of Continuous Service</u>	<u>Notice required</u>
Not more than 1	at least one week
More than 1 but not more than 3	at least two weeks
More than 3 but not more than 5	at least 3 weeks
More than 5	at least 4 weeks

(b) Where an employee is over 45 years of age they shall receive in addition to the above table, one week extra notice, provided that the employee has had two years service.

46.3 An employee may terminate their employment by giving the Association two weeks notice.

47. ORGANISATIONAL CHANGE AND REDUNDANCY

47.1 Application

This clause shall apply in respect of full time and part time employees

47.2 Introduction of Change

(a) Where the Association has made a definite decision to introduce changes in production, program, organisation, structure or technology that are likely to have significant effects on employees, the Association shall notify the employees who may be affected by the proposed changes and the union;

(b) "significant effects" include termination of employment, major changes in the composition, operation or size of the Association's workforce or in the skills required, the elimination or diminution of job opportunities, promotion opportunities or job tenure, the alteration of hours of work, the need for retraining or transfer of employees to other work or locations and the restructuring of jobs.

Provided that where this Agreement makes provision for alteration of any of the matters referred to herein, an alteration shall be deemed not to have significant effect.

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47.3 Employer's duty to discuss change

(a) The Association shall discuss with the employees affected and the union, the introduction of the changes referred to in subclause 47.2 above, the effects the changes are likely to have on employees and measures to avert or mitigate the adverse effects on such changes on employees, and shall give prompt consideration to matters raised by the employees and/or the union in relation to the changes;

- (b) the discussion shall commence as early as practicable after a definite decision has been made by the Association to make the changes referred to in subclause 47.2.
- (c) for the purpose of such discussion, the Association shall provide to the employees concerned and the union all relevant information about the changes including the nature of the changes proposed, the expected effects of the changes on employees and other matters likely to affect employees provided that the Association shall not be required to disclose confidential information the disclosure of which would adversely affect the Association.

47.4 Notwithstanding the provisions of subclauses 47.2 and 47.3 above, the Association reserves the right to transfer employees between workplaces within an operational unit of the Association.

47.5 Severance Pay

In addition to the period of notice prescribed by clause 46, Termination, where an employee is to be terminated arising from a decision by the Association that it no longer wishes the job of an employee to be done by anyone, the Association shall pay the following severance pay in respect of a continuous period of service¹.

- (a) if an employee is under 45 years of age, the Association shall pay 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
2 years and less than 3 years	7 weeks
3 years and less than 4 years	10 weeks
4 years and less than 5 years	12 weeks
5 years and less than 6 years	14 weeks
6 years and over	16 weeks

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

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



5 years and less than 6 years
6 years and over

17.5 weeks
20 weeks

47.6 Time off during the 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 purposes 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 the employee shall not receive payment for the time absent.

47.7 Employee leaving during the notice period

If the employment of an employee is terminated (other than for misconduct) before the notice period expires, the employee shall be entitled to the same benefits and payments under this clause had the employee 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 notice.

47.8 Statement of employment

The Association shall, upon receipt of a request from an employee whose employment has been terminated, provide to the employee a written statement specifying the period of the employee's employment and the classification of or the type of work performed by the employee.

47.9 Department of Social Security Employment Separation Certificate

The Association shall, upon receipt of a request from an employee whose employment has been terminated, provide to the employee an "Employment Separation Certificate" in the form required by the Department of Social Security.

47.10 Transfer to lower paid duties

Where an employee is transferred to lower paid duties for reasons set out in subclause 47.2 above, the employee shall be entitled to the same period of notice of transfer as the employee would have been entitled to if the employee's employment had been terminated, and the Association may make payment in lieu thereof an amount equal to the difference between the former ordinary time rate of pay and the new ordinary time rates for the number of weeks of notice still owing.

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48. UNION RIGHT OF ENTRY

48.1 An authorised officer of the Union may enter during working hours, any premises where employees covered by this Agreement are engaged, for the purpose of holding discussions with the employees at the premises in any meal break or non-working time.

48.2 An authorised officer of the Union may enter during working hours, any premises where employees covered by this Agreement are engaged, for the purpose of investigating any suspected breach of the industrial relations legislation or of this Agreement provided that the Association is given the requisite notice required under the *Industrial Relations Act 1996*.

49. EMPLOYEES' INDEMNITY AGAINST CIVIL LIABILITY

The Association shall be responsible, in accordance with *the Employees Liability Act, 1991*, to indemnify employees against liability for fault (as defined in that Act) arising out of the performance of work by the employee.

50. NO EXTRA CLAIMS

The Union undertakes not to pursue any extra or additional claims during the life of this Agreement.



Signed for and on behalf of
the Autism Association of
New South Wales

Imelda Dodds
Imelda Dodds, Executive Director

before me

Brian Thomas
Witness BRIAN THOMAS

19th June 2000
Date

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

Alison Peters
Alison Peters, Secretary

before me

[Signature]
Witness

9/6/00.
Date

