

**REGISTER OF  
ENTERPRISE AGREEMENTS**

**ENTERPRISE AGREEMENT NO: EA00/331**

**TITLE: Ability Options Limited - Northwest Personnel Enterprise Agreement  
2000**

**I.R.C. NO:** 2000/5353

**DATE APPROVED/COMMENCEMENT:** 10 November 2000

**TERM:** 24 months

**NEW AGREEMENT OR  
VARIATION:** New

**GAZETTAL REFERENCE:**

**DATE TERMINATED:**

**NUMBER OF PAGES:** 17

**COVERAGE/DESCRIPTION OF**

**EMPLOYEES:** Applies to employees engaged to provide employment services for people with disabilities

**PARTIES:** Ability Options Limited -&- Australian Services Union of NSW



# ABILITY OPTIONS LIMITED – NORTHWEST PERSONNEL

## ENTERPRISE AGREEMENT 2000

An Enterprise Agreement made this 2000, pursuant to the NSW Industrial Relations Act 1996, between Ability Options and the Australian Services Union of NSW, covering employees engaged at Northwest Personnel, the employment service of the Company.

72 Railway Parade, Granville NSW 2142. Phone (02) 9637 1944

Fax (02) 9637 1537

A Company Limited by Guarantee. A.C.N. 003 175 335

Divisions – Lifestyle Options, Working Options and Colour Options Nursery

### 1. Title of Agreement

This agreement shall be known as the Ability C  
Enterprise Agreement 2000

*Approved & commenced 10-11*

*TERM: 24 MONTHS*

*EXPIRES 10-11-2002*

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### **3. Area, Incidence and Parties Bound**

This Agreement shall be binding upon Ability Options Limited, the Australian Services Union of NSW and all employees of the Company, engaged at Northwest Personnel, a business operated by Ability Options to provide employment services for people with disabilities , and employed in classifications under clause 12 of this Agreement.

This Agreement shall totally regulate the terms and conditions of employment previously determined by the *Social and Community Services Employees (State) Award*. Nothing in this Agreement limits the application to employees of any conditions that apply under the *Industrial Relations Act 1996*, *Annual Holidays Act 1944* or the *Long Service Leave Act 1955*.



#### 4. Date of Operation

This Agreement shall take effect from the beginning of the first full pay period to commence on or after the date of its approval by the Industrial Relations Commission of NSW and shall remain in force for a period of two (2) years. This Agreement remains in force until a new agreement takes effect unless varied or terminated as provided by the *Industrial Relations Act 1996*.

#### 5. Intention

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

#### 6. Duress

This Agreement has not been entered into under duress by any of the parties.

#### 7. Probationary Period

Upon initial engagement, an employee is subject to the satisfactory completion of a three (3) month probation period. Continued employment at the expiration of this period will be dependant upon a satisfactory final appraisal. During the probation period either party may terminate the contract of employment with one week's notice, or payment or forfeiture of a week's wages in lieu of notice.

#### 8. Hours of work

- 8.1 Ordinary hours of work shall not exceed one hundred and fifty two (152) hours in any 4 week period.
- 8.2 The ordinary hours of work shall be worked over Monday to Friday between the hours of seven (7) am and six (6) pm. Commencing and finishing times may be varied to suit the needs of the enterprise.
- 8.3 The ordinary hours of work shall be a minimum of four (4) hours per day and a maximum of ten (10) hours per day.
- 8.4 The hours of work shall provide for a minimum of a ten (10) hour break between finishing and commencing times of work.



- 8.5 Employees working more than five (5) continuous hours are entitled to a half-hour break.
- 8.6 Employees working for a period of more than five (5) hours without a break due to circumstances beyond their control are entitled to an extra half (1/2) an hour pay at the ordinary rate of pay, subject to the authorisation of the employer.

**9. Part Time and Casual Employees**

- 9.1 "Part-time employee" shall mean a person who works regular days and hours being less than those worked by a full-time employee.
- 9.2 Part-time employees shall be paid an hourly rate calculated as one thirty-eighth (1/38) of the appropriate weekly rate prescribed in Clause 14 of this Agreement.
- 9.3 The provisions of this award shall apply to a part-time employee on a proportional basis.
- 9.4 "Casual Employee" shall mean an employee engaged to work temporary or relieving duties.
- 9.5 A casual employee shall be paid an hourly rate equal to one-thirty eighth (1/38) of the appropriate weekly rate prescribed in Clause 14 of this Agreement plus an additional loading of 15% + 1/12th. This loading is paid in lieu of any entitlement to paid sick leave, public holidays, annual leave or other leave.
- 9.6 A casual employee shall be paid a minimum of four (4) hours at the appropriate rate for each engagement.

**10. Public Holidays**

- 10.1 The following Public Holidays shall be allowed to employees without loss of pay: Christmas Day and Boxing Day; New Year's Day; Good Friday, Easter Saturday and Monday; Anzac Day; Queen's Birthday and Labour Day and any other day duly proclaimed and observed as a public holiday within the area in which the service is situated.
- 10.2 Employees required to work on a Public Holiday will be paid double time and a half for all time worked. Provided that any employee who is rostered to work on a Public Holiday but is not required to work will be paid for the rostered hours for that day at ordinary rates.



- 10.3 An employee who does not ordinarily work on a day a Public Holiday falls on, and who is rostered off duty on that Public Holiday and does not work, shall receive no payment for that day as the employee will not lose ordinary pay as a result of the day being a Public Holiday.

## 11. Overtime

- 11.1 An employee shall be entitled to overtime where an employee works more than 152 hours in any four week period or where the employee works more than 10 hours in any one day or where the employee works outside the ordinary spread of hours specified in subclause 8.2 of this Agreement.
- 11.2 Overtime shall only be worked with the prior approval of the employer, except in case of emergency.
- 11.3 Employees who are required to work overtime shall be entitled to time off in lieu at the rate of time and one half for the first two hours of overtime worked and double time thereafter for overtime for overtime worked Monday to Saturday and at the rate of double time for all overtime worked on Sundays.
- 11.4 Time off in lieu shall be taken at a time to be mutually agreed between the employee and their supervisor. The maximum time off in lieu that can be accrued is sixteen (16) hours.
- 11.5 Any overtime accrued in excess of 16 hours will be paid to the employee at the same rate at which it accrued.

## 12. Classifications

### 12.1 Administrative Assistant

#### 12.1.1 Definitions

**Administrative Assistant** means a person engaged to perform a range of administrative, including financial and clerical duties, under the direct supervision of the Manager or another employee with delegated supervisory responsibility. The duties shall be clearly defined. Once familiar with the work place, an Administrative Assistant may be expected to exercise limited discretion and solve minor problems arising in the course of their duties and within clearly defined procedures, guidelines and policies of the service. Instruction and assistance will be readily available.



## 12.1.2 Requirements

A person employed as an Administrative Assistant shall be able to:

- 12.1.2(a) satisfactorily perform a range of routine general office duties of a clerical and/or support nature including, but not limited to, filing and the maintenance of existing records systems;
- 12.1.2(b) perform general reception and telephones duties including the accurate provision of information;
- 12.1.2(c) demonstrate proficiency in the straightforward operation of keyboard equipment including data input and basic word processing;
- 12.1.2(d) demonstrate proficiency in the use of available office technology.

12.1.3 With experience, an Administrative Assistant shall be able to perform program support and/or more complex administrative duties including, but not limited to, petty cash control, ordering, and invoicing under the direction of the project manager or another employee with delegated supervisory responsibility. Such an employee may also provide limited direct support to clients of the service undertaking self-paced instructional packages and/or limited pre-employment activities and services which do not require a level of skill and/or responsibility more properly exercised by a more senior employee. Such duties may also include provision of assistance to more senior employees in client selection and referral activities, and preparation and maintenance of client records under supervision.

- 12.1.3(a) An Administrative Assistant performing the duties in 10.1.3 shall receive payment at no less than Level B within this classification.
- 12.1.3(b) An Administrative Assistant shall not be required to supervise other staff or volunteers. No formal qualifications are required.

## 12.2 Administrative Officer

### 12.2.1 Definitions

**Administrative Officer** means a person engaged to perform and be responsible to the Manager of a service for a range of administrative duties and including, but not limited to financial, accounting and clerical duties ranging from the simple to the complex, for office management and for



supervision of other administrative and support employees including Trainees. In keeping with the nature of client services offered by the employer, an Administrative Officer will also liaise from time to time with clients of the service and other service providers.

**12.2.2 Requirements**

A person employed as an Administrative Officer shall, in addition to any of the duties of an Administrative Assistant, be able to:

- 12.2.2(a) set up and administer a bookkeeping and/or accounting system including a chart of accounts for the organisation and each of its programs and services;
- 12.2.2(b) produce a range of accurate and timely financial reports, which clearly reflect the financial position of the organisation and each of, its programs and services and which will enable cross-program financial management, including:
  - profit and loss statements;
  - cash flow analysis reports.
- 12.2.2(c) Under the direction of the Manager, assist in the preparation of budgets for the organisation or for individual programs and services;
- 12.2.2(d) supervise and provide necessary office-based training to administrative or other support employees;
- 12.2.2(e) operate purchasing, inventory, asset control, payroll and other administrative procedures;
- 12.2.2(f) set up and maintain a full range of personnel, client data base and other management and administrative records required by the employer;
- 12.2.2(g) be computer literate and demonstrate expertise in the use of financial and other software packages;
- 12.2.2(h) set up and maintain statistical information systems.

**12.3 Training and Placement Officer Grade 1**

**12.3.1 Definitions**





**Training and Placement Officer Grade 1** shall mean a person engaged to deliver training or placement support where the employee exercises a lower range of skills and responsibilities than an employee classified as a Training and Placement Officer Grade 2. A person engaged to perform training duties under a formal training program would be limited to one vocational area of training at this level.

12.3.1(a) A person engaged to perform training duties as part of placement support shall not be limited to one vocational area but shall operate within clearly defined guidelines under the direction of the Manager or another more senior employee.

12.3.1(b) An employee who undertakes training or placement support duties and performs a wider range of duties than the following shall be classified as a Training and Placement Officer Grade 2 and not as a Training and Placement Officer Grade 1.

#### 12.3.2 Requirements

12.3.2(a) In respect of an employee engaged primarily to deliver training to clients of the Service, the employee may be expected to perform the following duties:

- to participate in the client selection and assessment of client needs or suitability for the area in which they provide instruction or placement support;
- to assist in following up client outcomes for their area of instruction or placement support;
- to liaise with employers to organise work experience, work placement and industry support in their area of instruction or placement support;
- to undertake necessary planning and evaluation under supervision.

12.3.2(b) In respect of an employee engaged primarily to provide placement support to clients of the Service, the employee may be expected to perform the following duties:

- To provide on-the-job training, placement and support to clients according to the individual client service program under the direction of a more senior employee. While the employee may assist a more senior officer to carry out client selection, assessment and/or preparation of individual client

service programs, they would not exercise sole or principal responsibility for such functions;

## 12.4 Training and Placement Officer Grade 2

### 12.4.1 Definitions

**Training and Placement Officer Grade 2** shall mean a multi-functioned employee who is engaged to provide direct services to participants in training courses, placement or support services and other programs and activities provided by the employer.

### 12.4.2 Requirements

12.4.2(a) Such employees would be required to assist in the development and administration of programs. This may include arranging and conducting training courses, preparation of training curriculum and plans, client assessment activities, preparation of individual client service programs, the conduct of employment placement and/or support services and other activities. They may exercise some organising functions in respect of sessional employees, Training and Placement Officers Grade 1 and/or Administrative Assistants. They may be expected to participate in processes:

- to evaluate course and program effectiveness and relevance;
- to monitor and review individual client service programs;
- to monitor, report and advise on client outcomes;
- to carry out case management functions and duties.

12.4.2(b) A Training and Placement Officer Grade 2 is required to exercise professional judgement within the policy parameters of the employer and may also be required to:

- write reports and assist in the preparation of funding proposals;
- liaise with and market to employers, industry and the community;
- participate in co-ordination activities with other agencies;
- refer clients to appropriate agencies and programs;
- carry out client placement activities;



### 13. Remuneration

The salaries are subject to review annually. Performance review will be conducted six (6) monthly. Pay increments are conditional on a positive annual performance evaluation with the employee's supervisor, and staff adhering to their agreed job description.

### 14. Value of Salary Packages - P.A. Plus Superannuation

#### 14.1 Incremental progression

14.1.1 At the conclusion of each twelve months period following the date of effect of the agreement or entry into a classification and/or the subsequent anniversary date, employees shall be eligible for incremental progression if:

14.1.1(a) the employee has given satisfactory performance over the preceding twelve months, and

14.1.1(b) the employee has, on assessment acquired and is required by the employer to utilise new and/or enhanced skills within the ambit of the classification definition for his/her position or other skills where agreed at the staff development/performance review, and this has been certified in writing following, and as part of, the assessment process.

14.1.2 In cases where the review is delayed the anniversary date shall not be changed and the increase if any will be paid retrospectively to the anniversary date.

14.1.3 Movement to a higher classification shall only occur by way of promotion or reclassification.

#### 14.2 Salary Levels

Level	per annum
<b>Administrative Assistant</b>	
A	\$24,837
B	\$26,534
<b>Administrative Officer</b>	
A	\$29,823
B	\$31,982



**Training and Placement Officer (Grade 1)**

A	\$28,692
B	\$29,823

**Training and Placement Officer (Grade 2)**

A	\$33,575
B	\$34,575

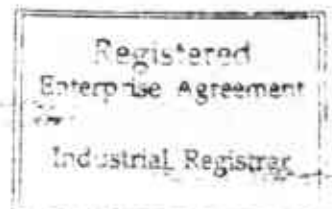
**14.3 Inflation Indexation**

Any inflation indexation adjustments to the funding of Ability Options Limited Employment Services will be passed on pro rata to the salary scale.

**14.4 Other Allowances**

Where employees are required by the employer to use their motor vehicle in the course of their duty, they shall be paid an amount per kilometre travelled during such use in accordance with the following table:

<b>Engine Capacity of Motor Vehicle of Motor Vehicle not Being a Motor Powered by a Rotary Engine</b>	<b>Engine Capacity Per Kilometre By a Vehicle Powered Rotary Engine</b>	<b>Rate of Allowance</b>
More than 3000 cubic centimetres (3 litres)	More than 1500 cubic centimetres (1.5 litres)	62 cents
More than 2000 cubic centimetres (2.0 litres) but not more than 3000 cubic centimetres (3 litres)	More than 1000 cubic centimetres (1.0 litres) but not more than 1500 cubic centimetres (1.5 litres)	59.2 cents
More than 1600 cubic centimetres (1.6 litres) but not more than 2000 cubic centimetres (2.0 litres)	More than 800 cubic centimetres (0.8 litres) but not more than 1000 cubic centimetres (1.0 litres)	57.4 cents
1600 cubic centimetres (1.6 litres)	800 cubic centimetres	



or less

(0.8 litres) or less

50.7 cents

Where the employee is required to work at a site other than the office, mileage may be reimbursed to the value of the difference in mileage between the location of the site and the location of the office.

Where the employee is required to incur expenses while supporting an Ability Options consumer on an employment programme, the employee will be reimbursed for their expenses in line with company policy.

#### 14.5 Board of Directors

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

#### 15. Payment of Wages

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

#### 16. Annual Leave

- 16.1 Full-time and part-time employees are entitled to four (4) weeks annual leave after each 12 months of continuous service in accordance with the *Annual Holidays Act 1944*.



- 16.2 An annual leave loading of 17.5% of the ordinary weekly rate of pay (excluding overtime and any other penalty rates and allowances) shall be paid on annual leave due and taken by permanent staff.

## 17. Sick Leave

- 17.1 Full-time employees shall be entitled to thirty eight (38) hours sick leave on full pay for each year of service.
- 17.2 When an employee is absent due to illness on three (3) or more consecutive days, the employer will require the sickness to be certified by a legally qualified medical practitioner..
- 17.3 The payment for any absence due to illness during the first three (3) months of employment of and employee may be withheld by the employer until the employee completes such three months of employment, at which time the payment shall be made. .
- 17.4 A part time employee shall be paid sick leave in proportion to a full time employee. Such entitlements shall be subject to all the above provisions applying to the full time employees.
- 17.5 Sick leave shall be cumulative. Accumulated sick leave is not payable upon resignation or dismissal.
- 17.6 A doctor's certificate may be required if accrued sick leave is taken in single days.
- 17.7 The employer shall allow the employee to use their sick leave for personal/carer's leave in accordance with the decision of the Industrial Relations Commission of NSW in the *State Personal/Carer's Leave Case – August 1996*.

## 18 Parental Leave

An employee is entitled to parental leave (which includes maternity, paternity or adoption leave) in accordance with , Part 4, Division 1 of the *Industrial Relations Act 1996*.

## 19 Other Leave

- 19.1 The employer shall not refuse any reasonable application for leave without pay by the employee, provided the reasonableness or otherwise of the application shall be a matter for the employer to determine in good faith after receiving such an application from the employee.

- 19.2 The employee shall be entitled to paid special leave of up to three (3) days in the event of a death of a close relative.

For the purpose of this subclause a close relative shall include: a child or step-child, spouse, partner or de-facto partner, parent and parent-in-law, sibling, brother-in-law and sister-in-law, and grand-parent.

- 19.3 Special leave entitlement may be extended to cover other exceptional circumstances provided the application shall be a matter for the employer to determine in good faith after receiving representation from the employee.
- 19.4 The employee shall be entitled to long service leave in accordance with the terms of the *Long Service Leave Act 1955* as amended. The employer and the employee may agree to access pro-rata long service leave after five (5) years of service.

## 20 Staff Training

- 20.1 On the job training will be provided for new employees prior to commencing a full workload, whenever possible.
- 20.2 The employer will accommodate any reasonable study and/or lecture time commitments of the employee, up to a maximum of four days per year for agreed courses. These agreed courses should be towards accredited qualifications in association with disability, adult education and employment, provided that the reasonableness or otherwise of the application shall be a matter solely for the employer to determine in good faith after receiving representation from the employee.
- 20.3 Upon request to the employer, the employer may approve the employee to attend a relevant conference with salary, travel and accommodation paid for by the employer, provided that the employee writes a report on the conference, tabled to the employer and conducts training programmes for other staff in the topic(s) of the conference.
- 20.4 Staff should participate in relevant competency based training courses identified and paid for by the employer on completion of six (6) months employment. Staff appraisals shall be held annually to assess work performance, determine further training needs and develop the potential of the employee.

## 21 Superannuation

The employer will contribute to the relevant superannuation scheme arranged by the employer in accordance with the minimum rates prescribed by the *Superannuation*



*Guarantee Administration Act 1992* as amended, and any other superannuation legislation.

These schemes as agreed are presently: HESTA, ASSET and the Australian Retirement Fund.

## 22 Grievance and Disputes Settling Procedure

- 22.1 The parties recognise that individual and group problems will arise from time to time and that it is necessary to resolve these matters promptly, without affecting the delivery of a high standard of service. The parties to this Agreement are committed to resolving grievances and disputes through open and frank communication.
- 22.2 In the event of an individual or group of employees raising a grievance, or in the event of a dispute arising out of disciplinary action or for any other reason, the following procedure shall be followed:
- (a) The employee(s) shall discuss the matter with the Co-ordinator. The Co-ordinator shall regard any matter so raised as urgent and will make every effort to resolve the matter within 48 hours.
  - (b) If the matter is still unresolved, then the matter should be taken to, in ascending order: the General manager, Management Committee, Ability Options Board.
  - (c) The Management Committee should deal with all formal grievances and disputes within 28 days. The actions and decisions of the Management Committee must be documented.
  - (d) Should the matter remain unresolved the matter may be referred to the Industrial Relations Commission of NSW for conciliation and arbitration, or by agreement to a neutral third party for mediation.
  - (e) Employees are entitled to have a representative or nominee present during any of these stages.
  - (f) Normal work shall continue while the procedure outlined above is being followed. Except in the event that an employee is suspended for alleged misconduct, no party shall be prejudiced as to final settlement by continuing work in accordance with the disputes procedure.





## 23 Termination

23.1 (a) Except as in hereafter provided, employment may be terminated at any time by either the employer or the employee giving the notice in writing, in accordance with the following notice of termination provisions as per the *Workplace Relations Act 1996*:

(b) <u>Period of continuous service</u>	<u>Period of notice</u>
Less than 1 year	1 week
1 year and less than 3 years	2 weeks
3 years and less than 5 years	3 weeks
5 years and over	4 weeks

In addition, where the employer is giving notice to an employee who is over 45 years of age at the time of the giving of the notice with not less than two years continuous service, the employee shall be entitled to an additional one week's notice.

(c) Provided the employer will consider releasing the employee from such notice should circumstances so warrant.

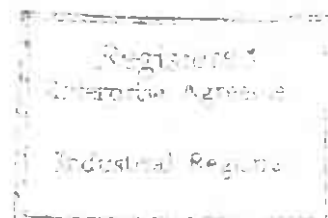
23.2 The provisions of this clause shall not effect the right of the employer to dismiss an employee without notice in the case of an employee guilty of misconduct.

23.3 Except in the event of gross negligence or misconduct by the employee, the employer shall not terminate the services of the employee for unsatisfactory performance unless the employee has been formally assessed in line with an appropriate performance appraisal procedure developed by the employer in consultation with employees.

23.4 Where an employee is summarily dismissed, the employee is entitled to lodge a written appeal to the Chairperson, which will be circulated to Directors. The employee is entitled to seek leave to attend the meeting of the Board relating to his/her appeal. In the event that the appeal is upheld, the employer will withdraw the decision to dismiss.

23.5 Following termination of employment, the employer will furnish the employee with a Certificate of Service in the following form:

- (i) Employee's name
- (ii) Period of employment
- (iii) Title of position
- (iv) Salary at termination
- (v) Nature of work



(vi) Other comments where appropriate.

**24 SIGNATORIES TO AGREEMENT**

Signed for and on behalf of Ability Options Limited:

*Steph Good*  
.....  
[Name]

*30 October 2000*  
.....  
[Date]

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

*30 October 2000*  
.....  
[Date]

Signed for and on behalf of the Australian Services Union of NSW

*[Signature]*  
.....  
[Name]

*3/11/00*  
.....  
[Date]

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

*3/11/00*  
.....  
[Date]

*David Bourne*  
.....

*3/11/00*  
.....

