

**REGISTER OF  
ENTERPRISE AGREEMENTS**

**ENTERPRISE AGREEMENT NO: EA01/102**

**TITLE: Ability Options Enterprise Agreement No. 2**

**I.R.C. NO: 2001/2029**

**DATE APPROVED/COMMENCEMENT: 30 March 2001**

**TERM: 36 months**

**NEW AGREEMENT OR  
VARIATION: New**

**GAZETTAL REFERENCE: 4 May 2001**

**DATE TERMINATED:**

**NUMBER OF PAGES: 19**

**COVERAGE/DESCRIPTION OF**

**EMPLOYEES: Applies to all employees classified as Home and Community Support, Social Educator and Team Facilitator**

**PARTIES: Ability Options Limited -&- Helen Po Hok Cheung**



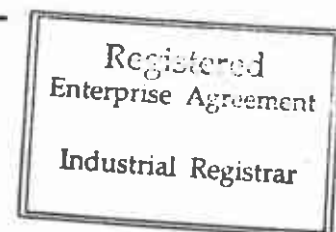
**ENTERPRISE AGREEMENT**

**BETWEEN**

**ABILITY OPTIONS LIMITED**

**AND**

**EMPLOYEES OF ABILITY OPTIONS LIMITED ENGAGED  
WITHIN LIFESTYLE OPTIONS IN CLASSIFICATIONS  
SET OUT IN THIS AGREEMENT.**



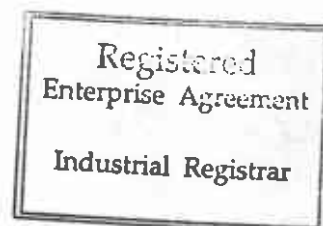
**AN ENTERPRISE AGREEMENT made this 2001,  
pursuant to Chapter 2, Part 2 of the New South Wales Industrial Relations  
Act 1996 between ABILITY OPTIONS Limited and their Employees  
engaged in the accommodation services sector of the Company - Lifestyle  
Options.**

**1. TITLE OF AGREEMENT**

This Agreement shall be known as the Ability Options Enterprise Agreement No. 2.

**2. ARRANGEMENT**

1. Title of Agreement
2. Arrangement
3. Area, Incidence and Parties Bound
4. Date of Operation
5. Intention
6. Duress
7. Hours of Work
8. Public Holidays
9. Overtime
10. Shift Work
11. Remuneration
12. Classifications
13. Casual Employees
14. Payment of Wages
15. Annual Leave
16. Sick Leave
17. Parental Leave
18. Other Leave
19. Sleep over Shifts
20. Staff Training
21. Superannuation
22. Grievance and Disputes Settling Procedure
23. Termination
24. Signatories to Agreement



**3. AREA, INCIDENCE AND PARTIES BOUND**

This Agreement shall be binding upon Lifestyle Options (a division of Ability Options Ltd) (the "Company") and all employees of the Company covered by classifications under Clause 12 of this Agreement. Subject to the provisions set out in Clause 5, this Agreement shall regulate the terms and conditions of employment previously regulated by the *Social and Community Services Employees (State) Award*.

**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 this Agreement's approval and shall remain in force for a period of three (3) years.

5.

## **INTENTION**

It has been determined by the parties to this Agreement that this agreement shall be read and interpreted wholly in conjunction with the *Social and Community Services Employees (State) Award* ('the Award'), provided that where there is any inconsistency, this Agreement shall take precedence unless otherwise specified.

This Agreement shall only apply to employees of the Company in the classifications identified in this 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 was not entered into under duress by any party to it.

7.

## **HOURS OF WORK**

7.1 Ordinary hours of work shall not exceed forty (40) hours per week averaged over a fifty-two (52) week period.

7.2 The ordinary hours of work shall be worked over any day of the week, Monday to Sunday inclusive.

7.3 The ordinary hours of work shall be a minimum of three (3) hours per day and a maximum of twelve (12) hours per day. Shifts over 8 hours are a matter for negotiation between the team and their Facilitator. Shifts exceeding 8 hours will not be worked without prior approval from the employee's facilitator in accordance with this subclause.

7.4 The ordinary hours of work shall provide for a minimum of an eight (8) hour break between shifts.

If an employee resumes work before receiving an eight hour break between work on successive shifts the employee will receive an allowance as set out in Table 2 of Part B- Monetary Rates of this Agreement.

7.5 The minimum ordinary hours of work shall not apply to attendance at meetings, which are identified as compulsory in duty statements. However, scheduling of meetings will take into consideration travelling distance, out of work commitments and hours of work, and will endeavour to minimise inconvenience to staff attending.

7.6 Employees working more than five (5) hours are entitled to take a half-hour paid meal break. This break is only to be taken at a time that is practicable and in a

manner, which does not breach the employee's duty of care.

**8. PUBLIC HOLIDAYS**

- 8.1 The following days shall be public holidays for the purposes of this Agreement: Christmas Day, Boxing Day, New Year's Day, Australia Day, Good Friday, Easter Saturday, Easter Monday, Anzac Day, Queens Birthday, Labour Day, and all other holidays gazetted throughout the State..
- 8.2 Employees engaged to work on a public holiday will be paid double time for all work performed on that day.

**9. OVERTIME**

- 9.1 Overtime means time worked with the authorisation of the Company, except in the case of emergency, beyond the rostered hours of work.
- 9.2 Overtime shall be paid at the rate of single time for the authorised additional hours.

**10. SHIFT WORK**

Shift work provision and allowances in the Award shall not apply to employees covered by this Agreement.

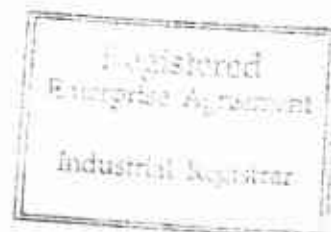
**11. REMUNERATION**

**11.1 SALARY PACKAGING**

Subject to the provisions of Clause 11.1(c), Ability Options and a full-time or part-time employee may reach an agreement to package up to 50% of the employee's real wage to a non-salary fringe benefit, provided such salary packaging arrangement does not exceed a total grossed-up value of \$30,000. Such salary packaging arrangements to be implemented as follows:

- (a) A proportion of the employee's salary will be received by the employee as money, and a proportion will be received in the form of a fringe benefit.
- (b) A copy of the agreement shall be made available to the employee, provided that the contents of the employee's salary package will remain confidential to the parties.
- (c) Ability Options shall ensure the structure of any package complies with relevant taxation laws. This includes ensuring compliance with any ceiling on the amount of salary that may be packaged, and acceptance of any Fringe Benefits Tax ('FBT') liability arising out of an agreed salary package.

- (d) Expense items claimed should be principally applicable to, or the direct responsibility of the employee. The following expenses may be deemed to be a fringe benefit for the purpose of this Agreement:
- (1) Payment of mortgage or rent
  - (2) Payment of rates and utilities
  - (3) Payment of property and life/health insurance's
  - (4) Payment of motor vehicle costs and related expenses
  - (5) Personal loan repayments
  - (6) Payment of credit card expenses, except cash advances
  - (7) Payment of other genuine expenses by agreement with the appropriate nominated officer
- (e) An expense that may be claimed as a tax deduction may not be claimed as a fringe benefit.
- (f) The parties to a salary package agreement under this clause will observe the appropriate procedure set out in the outsourcing company's [see Clause 11.1(l)] Administrative Procedures Manual in order to claim an expense as a fringe benefit. This means, for example, that an employee who has entered into a salary package agreement under this clause must provide invoices, receipts or other proof of expenditure in order to claim the expense as a fringe benefit.
- (g) It is intended that no employee who enters into a salary package agreement under this clause will suffer a net detriment in his or her terms and conditions of employment. As such;
- (1) If the total value of the salary package received by the employee is less than what the employee would have been paid if the employee had been remunerated under the Award in any financial year, Ability Options shall pay the employee an amount being the difference between the total remuneration received by the employee and what the employee would have earned under the Award in that financial year.
  - (2) For the purposes of Clause 11.1(g)(1), a "financial year" means from 1 July in one year and 30 June in the immediately following year. Any payment made by Ability Options in accordance with Clause 11.1(g)(1) shall be made in the first pay period on or after 1 July in each year.
  - (3) All other entitlements under the Awards (other than paid leave entitlements), and superannuation will be calculated by reference to the rate of pay in Table1 of this Agreement.



- (4) A salary package agreement reached pursuant to this clause shall be regarded as ordinary pay for the purposes of paid leave entitlements such as public holidays, annual leave, long service leave and personal/carer's leave.
- (5) If an employee becomes entitled to any payment(s) pursuant to the Workers' Compensation Act 1987, Ability Options shall continue to provide to an employee any balance of the agreed salary package not covered by workers compensation payment(s).
- (h) With the agreement of the outsourcing company, and provided at least one (1) month's notice is given, an employee may:
  - (1) change the components of the salary package agreement under this clause; or
  - (2) elect to discontinue salary packaging arrangements, and revert to the appropriate rate of pay in Table 1.
- (i) Salary packaging is only offered on the strict understanding and agreement that in the event existing taxation law is changed regarding FBT or personal taxation arrangements, and that change may impact on this agreement, all salary packaging arrangements may, at the discretion of Ability Options, be terminated, or varied to comply with the legislation, provided at least one (1) month's notice is given. Upon termination in these circumstances the employee's rate of pay will revert to the appropriate rate of pay in Table 1.
- (j)
  - (1) In the event the employee ceases employment with Ability Options this agreement with that employee will cease as at the date of termination.
  - (2) Upon termination of an employee's employment, any outstanding benefit still due pursuant to this agreement, shall be paid on or before the date of termination.
- (k) A copy of the agreement, and of the outsourcing company's Administrative Procedures Manual shall be made available to the employee.
- (l) Remunerator is the designated provider of salary packaging services to Ability Options.

#### **11.2.1 REMUNERATION**

The salaries are detailed in Table 1 of Part B- Monetary Rates of this Agreement.

Salaries are yearly salaries and are paid as arranged between the Company and each employee in accordance with Clause 14 of this Agreement. The salaries are subject to review annually. Pay increments are conditional on a positive annual performance evaluation with the employee's supervisor, and on staff adhering to their agreed job descriptions.

### **11.3 PROGRESSION**

#### **11.3.1. HOME AND COMMUNITY SUPPORT (Personal Care assistant)**

Employees joining the Company as a Home and Community Support (Personal Care Assistant) will enter at Level A. Their performance will be assessed against the competencies detailed in the Job Description after three months of employment. In order to progress to the next level an employee must have demonstrated their ability to complete all competencies of the previous level.

#### **11.3.2. SOCIAL EDUCATOR**

Employees joining the Company as a Social Educator will enter at Level A. Their performance will be assessed against the competencies detailed in the Job Description after three months of employment. In order to progress to the next level an employee must have demonstrated their ability to complete all competencies of the previous level.

#### **11.3.3. TEAM FACILITATOR**

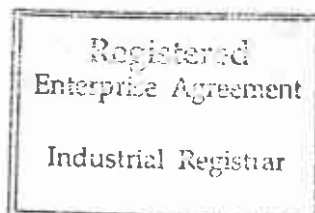
An employee joining the Company as a Team Facilitator will enter at Level F1 and will be assessed against the competencies detailed in the Job Description after three months of employment. In order to progress to the next level an employee must demonstrate ability to complete all competencies of the previous level.

### **11.4 INFLATION INDEXATION**

Any inflation indexation adjustments to the funding of Ability Options Ltd accommodation services will be passed on pro rata to the salary scale one month after notification. The amount to be passed on will be at the discretion of management

### **11.5 BOARD OF DIRECTORS**

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





## **11.6 OTHER ALLOWANCES**

### **11.6.1 Motor Vehicle Allowance**

Where an employee is required by the Company to use their motor vehicle in the course of their duty, they shall be paid an amount as set out in Item 2 of Table 2 of Part B- Monetary Rates of the Agreement.

### **11.6.2 Incurring service user expenses**

Where an employee is required to incur expenses while supporting an Ability Options service user on a program or while supporting the service user on a pre-approved recreational activity, the employee will be reimbursed for their expenses in line with company policy.

### **11.6.3 Higher duties**

An employee who is required to relieve another employee who is employed in a higher classification for a minimum period of two consecutive weeks will be paid at the minimum rate for the appropriate higher classification for all time whilst so employed.

### **11.6.4 Relief Shift - Meal Allowance**

Where an employee works a relief shift that entails more than twelve (12) hours, but includes their normal shift a meal allowance as set out in Item 3 of Table 2 of Part B- Monetary Rates of this Agreement shall be paid.

### **11.6.5 Multiple locations**

If an employee is called upon to work across two houses on the one shift an allowance will be paid as set out in Item 4 of Table 2 of Part B- Monetary Rates of the Agreement.

### **11.6.6. Saturday and Sunday Allowance.**

An employee working Saturday or Sunday will be paid an allowance as set out in Item 5 of Table 2 of Part B- Monetary Rates of the Agreement.

## **12. CLASSIFICATIONS**

### **12.1. HOME AND COMMUNITY SUPPORT**

Home and Community Support means a person who is employed to perform duties that will include service delivery on an individual, group or community basis. The person will be required to exercise initiative and will be under the

supervision of their Team Facilitator.

The salary levels set out in Clause 11 - Remuneration, relate to the qualifications, experiences and skills detailed in the Job Description package –Home and Community Support.

## **12.2. SOCIAL EDUCATOR**

A Social Educator means a person who is employed to perform duties that will include service delivery on an individual, group or community basis as well as the delivery of training programs. The person will be required to exercise initiative and independent judgement but will be under the supervision of their Team Facilitator.

The salary levels set out in Clause 11 - Remuneration, relate to the qualifications, experiences and skills detailed in the Job Description package -Social Educator.

## **12.3. TEAM FACILITATOR.**

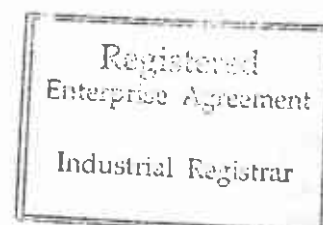
A Team Facilitator is a Social Educator with a minimum four years length of service in the disability field and/or proven ability and competencies to consistently fulfil a broader range of responsibilities than those detailed in the Social Educator Job Description

A team facilitator means an employee who performs more varied, complex and responsible work than a Social Educator on an individual, group or community basis. The person will be required to exercise substantial responsibility in relation to service delivery, training, initiative and substantial judgement while having an extensive knowledge of social and community services and will be subject to supervision. Duties will include case responsibility for service users, contributing to policy development, and supervision of other workers.

The salary levels set out in Clause 11 - Remuneration, relate to the qualifications, experience and skills detailed in the Job Description package- Team Facilitator.

## **12.4 LOCATION**

A Home and Community Support, Social Educator or Team Facilitator will work in any designated area/s of the Company as directed. However the normal practice will be for employees to work continuously in one or more designated area/s and to return to that designated area/s after any periods of approved leave. Staff will be given two weeks notice for change of location/roster unless otherwise agreed. Disciplinary action may result in an employee being relocated.



**13. CASUAL EMPLOYEES**

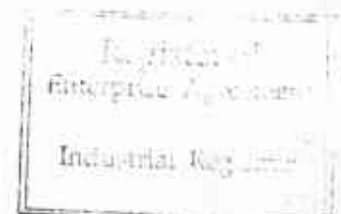
- 13.1 A Casual Employee shall mean an employee engaged to work temporary or relieving duties.
- 13.2 A casual employee shall be paid an hourly rate equal to one-fortieth of the appropriate weekly rate prescribed in clause 11, remuneration, plus an additional loading of fifteen percent with no entitlement to paid absences or public holidays, sick leave, annual leave, or other leave.
- 13.3 A casual employee shall be paid a minimum of two hours at the appropriate rate for each engagement.

**14. PAYMENT OF WAGES**

- 14.1 All wages shall be paid at least fortnightly by cash, cheque or electronic funds transfer.
- 14.2 The Company 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.
- 14.3 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.

**15. ANNUAL LEAVE**

- 15.1 Full- time and part-time employees shall be entitled to four weeks annual leave after each twelve months of continuous service in accordance with the *Annual Holidays Act 1944*.
- 15.2 If an employee is regularly rostered for duty over seven days of the week- they shall be entitled to an additional week's paid leave after each twelve months of continuous service.
- 15.3. Annual Leave shall be taken at times mutually agreed between the Company and employee however the Company shall have the first responsibility to grant annual leave. This responsibility will not be unreasonably held. In absence of agreement, the Company may instruct an employee to proceed on leave providing one month's notice is given. The Company may only instruct an employee to take any current entitlement to annual leave.
- 15.4 Employees will be paid a loading of 17.5% of their normal weekly pay in addition to the pay for the period of annual leave given and taken and due to the employee



under the Act and this Agreement.

- 15.5 Team Facilitators are not normally required to work a permanent weekend roster, however, in certain circumstances Team Facilitators will be required to work as part of the relief for their team and as such will be entitled to the additional week's annual leave prescribed in Clause 15.2.

**16. SICK LEAVE**

- 16.1 During their first year of service, employees shall be entitled to forty (40) hours sick leave on full pay.

During their second and subsequent years of service, employees shall be entitled to eighty (80) hours sick leave on full pay.

- 16.2 The Company may require any absence due to illness exceeding 2 consecutive days to be certified by a legally qualified medical practitioner.

- 16.3 During the first three months of employment an employee shall not be entitled to be paid sick leave. Provided that an employee after three months continuous service may claim any sick leave (up to 40 hours) taken during the first three months of employment.

- 16.4 A part-time employee shall be paid sick leave in proportion to a full-time employee. Such entitlements shall be subject to all the same provisions applying to the full-time employees.

- 16.5 Sick leave shall be cumulative. Accumulated sick leave is not payable upon termination.

- 16.6 An employee who is required to provide care and support to a close relative shall be entitled to use any current or accrued sick leave entitlement for the provision of such care when such person is ill.

**17. PARENTAL LEAVE**

- 17.1 After 12 months of continuous service with the Company, full-time and part-time employees shall be entitled to unpaid maternity leave, paternity leave or adoption leave in accordance with the provisions of the *NSW Industrial Relations Act 1996*.

**18. OTHER LEAVE**

- 18.1 Leave without pay**

The Company shall not refuse any reasonable application for leave without pay by the employee, provided that the reasonableness or otherwise of the application

shall be a matter for the Company to determine in good faith after receiving representation from the employee.

**18.2 Bereavement Leave**

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

**18.3 Special Leave**

Staff working in challenging behavioural environments may apply for special leave of up to three (3) days, provided that the application shall be a matter for the Company to determine in good faith after receiving representation from the employee.

**18.4 Long Service Leave**

The employee shall be entitled to long service leave in accordance with the terms of the *Long Service Leave Act 1955*.

**19. SLEEP OVER SHIFTS**

19.1 Sleep over means a continuous period during which an employee is required to sleep over at the workplace (which is not their usual residence) and be available to deal with any urgent situation which cannot be dealt with by another worker or be dealt with after the end of the sleep over period.

19.2 The Company shall take all reasonable steps to enable the employee to sleep on the premises, including the provision of a bed, and in addition, access to a bathroom, a toilet, and a meal room, provided free of charge to the employee.

19.3 An employee shall only sleep over under the following conditions:

- (a) there is an agreement between the employee and the Company in respect of sleep over periods required at least a week in advance except in the case of an emergency; and
- (b) a sleep over period shall always consist of ten (10) continuous hours.
- (c) an employee engaged on a sleep over shall be paid a sleep over allowance of \$50 per shift. Such payment is compensation for the sleep over and for all necessary work up to two (2) hours' duration during the sleep over period. Any necessary work in excess of two (2) hours during the sleep over period shall be considered overtime and paid at single time.
- (d) Hours worked during a sleep over shall be calculated on the basis that disturbance/s requiring the sleep over staff to be called on duty within an

hour period will constitute a single hour. Necessary work created by disturbances occurring over periods greater than one hour or where there is a minimum of one hour between disturbances will constitute another hour's work.

- (e) Where there has been no opportunity for a break between a shift and a sleep over a meal allowance as set out in Item 5 of Table 2 of Part B-Monetary Rates of this Agreement shall be paid.

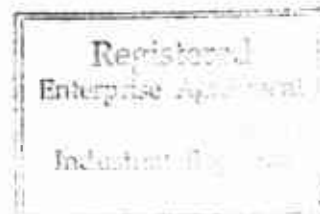
## 20. STAFF TRAINING

- 20.1 On the job training will be provided for new employees prior to their commencing a full work load, whenever possible.
- 20.2 The Company 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, provided these are towards accredited qualifications in the field of intellectual disability and provided that the reasonableness or otherwise of the application shall be a matter solely for the Company to determine in good faith after receiving representation from the employee.
- 20.3 Upon request to the Company, the Company may approve the employee to attend a relevant conference with salary, travel and accommodation paid for by the Company, provided that the employee writes a report on the conference tabled to the Company and conducts training program's for other staff in the topic(s) of the conference.
- 20.4 Staff can participate in relevant competency based training courses identified and paid for by the Company on completion of six months' employment. Staff appraisals shall be held annually to assess work performance, determine further training needs and develop the potential of the employee. For attendance at approved training courses outside normal hours of work will be negotiated between the employee and the Company.

## 21. SUPERANNUATION

### 21.1 Definitions

- (a) "Superannuation Legislation" - superannuation is dealt with by Federal legislation including the *Superannuation Guarantee (Administration) Act 1992* (Cth), the *Superannuation Industry (Supervision) Act 1993* (Cth), the *Superannuation (Resolution of Complaints) Act 1993* (Cth), and s.124 of the *Industrial Relations Act 1996*. This legislation, as varied from time to time, governs the superannuation rights and obligations of the parties.
- (b) "Employee" means any person employed on a full-time or part-time basis



and casual employees who earn more than \$120 gross per month, employed under the terms of this Agreement.

- (c) "Employer" means Ability Options Ltd.
- (d) "Ordinary time earnings" shall mean remuneration for an employee's weekly work, excluding overtime hours, calculated at the ordinary time rate of pay and any percentage additional payable to casual employees.
- (e) The "Superannuation Fund" or "Fund" shall mean the Ability Ltd Superannuation Plan. This plan will be with a company that meets the standards set out under the "Occupational Superannuation Standards Act".

## **21.2 Contributions**

- (a) Ability Options Ltd will contribute to the Superannuation Fund the percentage of each employee's ordinary time earnings as specified in the *Superannuation Guarantee (Administration) Act 1992* as amended from time to time.
- (b) Such contributions will be made to the Superannuation Fund in the manner and at the times specified by the terms of the fund, or in accordance with any agreement between the employer and the Trustees of the Fund.

## **21.3 Fund Membership**

- (a) On engagement, the employer shall make employees aware of their entitlements under this clause and offer the employee the opportunity to become a member of the Fund.
- (b) Ability Options Ltd will make contributions on behalf of all eligible employees once such employees complete and submit the necessary application forms to the Superannuation Fund.
- (c) Where an employee is not a member of the Fund but eligible to join the fund, Ability Options Ltd will remind employees in writing of their entitlements within a period of a further three (3) months from the date of becoming eligible for superannuation.

## **21.4 Absence from Work**

- (a) Paid Leave - Subject to the trust deed of the fund, of which the employee is a member, absences from work will be treated in the following manner:

Contributions shall continue whilst a member of a fund is absent on paid

leave such as annual leave, long service leave, public holidays, jury service, sick leave and bereavement leave.

- (b) Unpaid leave - Contributions shall not be required to be made in respect of any absence from work without pay.
- (c) Work Related Injury and Sickness - In the event of an eligible employee's absence from work due to work related injury or sickness, contributions shall continue for the period of absence (subject to a total of fifty two (52) weeks total absence for each injury or sickness) provided that the member of the fund (employee) is receiving payments pursuant to workers compensation legislation.

## **22. GRIEVANCE AND DISPUTES SETTLING PROCEDURE**

22.1 In the event of a grievance or dispute arising for any reason the following procedure will apply:

- (a) the matter shall first be discussed by the aggrieved employee(s) with the immediate supervisor or the Manager, whichever applies. In the case of a grievance, the employee shall notify the immediate supervisor or the Manager as to the substance of the grievance, request a meeting for bilateral discussions and state the remedy sought.
- (b) in the event of failure to resolve the matter with the Residential Services Manager, the aggrieved employee(s) and/or their representative shall confer with the Executive Committee of Ability Options Ltd.
- (c) reasonable time limits shall be allowed for discussion at each level of authority.
- (d) in the event of failure to resolve the dispute by means of amicable agreement between the parties, the parties may refer the matter to a mutually agreeable third party for mediation. The third party referred to herein may include the Industrial Relations Commission.
- (e) should a settlement not be reached by conciliation, the dispute shall proceed to arbitration in the normal manner and both parties agree to accept the decision of the relative industrial tribunal, subject to each party's rights under the Industrial Relations Act 1996.
- (e) an employee can be represented by an industrial organisation of employees.

22.2 It is the purpose of this procedure that normal work continue while the above is being followed. No party shall be prejudiced as to final settlement by the continuance of work in accordance with the dispute procedure. Provided that



nothing in this subclause shall be taken to limit the employer's right to summarily dismiss any employee for misconduct, which justifies instant dismissal.

**23. TERMINATION**

23.1 Employment may be terminated by the employee giving 2 weeks notice or the forfeiture of 2 weeks wages in lieu of such notice.

23.2 Employment may be terminated by the Company giving the following period of notice (or payment equivalent to the notice period in lieu of such notice):

<i>Employee's period of continuous service</i>	<i>Period of notice</i>
Not more than one year	at least one week
More than 1 year but not more than 3 years	at least 2 weeks
More than 3 years but not more than 5 years	at least 3 weeks
More than 5 years	at least 4 weeks

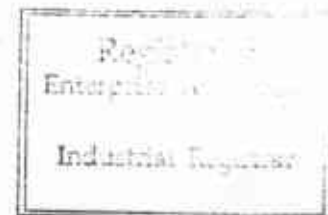
Employees aged 45 years and older with at least two years' continuous service shall receive an additional week's notice.

23.3 Except in the event of gross negligence or misconduct by the employee, the Company shall not terminate the services of the employee for unsatisfactory services unless the performance of his/her duties has been formally assessed in line with Ability Options Ltd Disciplinary Termination Procedure.

23.4 Where notice of dismissal has been given, the employee shall be entitled to appeal to the Company in the form of a written representation to the Chairperson, which will be circulated to Directors. The employee shall be entitled to seek leave of the Company to attend the meeting of the Board relating to his/her appeal. In the event that the appeal is upheld, notice of termination will be withdrawn by the Company.

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

- Employee's name
- Period of employment
- Title of position
- Salary at termination
- Nature of duties
- Other comments if required



23.6 Nothing in this clause shall affect the right of the Company to dismiss an employee without notice in cases of serious and wilful misconduct.

24.

**SIGNATORIES TO AGREEMENT**

**Signed for and on behalf of Ability Options Limited**

Signed: *Stéphane Gauthier*

Witnessed by: *Kristine Fioraye* Date: *28 Feb 01*

**Common Seal of Ability Options Limited**

**Signed by the Employees of Ability Options Limited Works Committee**

*[Signature]* [Name]      *28-2-01* [Date]

*on behalf of all employees* [Name]      [Date]

*[Signature]* [Name]      *[Signature]* [Date]

*[Signature]* [Name]      *[Signature]* [Date]

Registered  
Enterprise Agreement  
Industrial Registrar

## PART B- MONETARY RATES

### TABLE 1- RATES OF PAY

#### HOME AND COMMUNITY SUPPORT (Personal Care assistant)

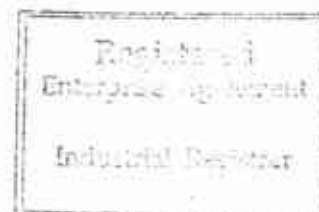
Employees joining Lifestyle Options as a Home and Community Support (Personal Care assistant) will enter at Level A. Their performance will be assessed against the competencies detailed in the Job description after three months of employment. In order to progress to the next level an employee must have demonstrated their ability to complete all competencies of the previous level.

Level A	\$21,840 p.a.	(\$10.50 p.h.)
Level B	\$22,880 p.a.	(\$11.00 p.h.)
Level C	\$23,920 p.a.	(\$11.50 p.h.)
Level D	\$24,960 p.a.	(\$12.00 p.h.)

#### SOCIAL EDUCATOR

Employees joining Lifestyle Options as a Social Educator will enter at Level A. Their performance will be assessed against the competencies detailed in the Job description after three months of employment. In order to progress to the next level an employee must have demonstrated their ability to complete all competencies of the previous level.

Level A	\$25,313 p.a.	(\$12.17 p.h.)
Level B	\$26,561 p.a.	(\$12.77 p.h.)
Level C	\$28,142 p.a.	(\$13.53 p.h.)
Level C1	\$29,120 p.a.	(\$14.00 p.h.)
Level C2	\$30,160 p.a.	(\$14.50 p.h.)
Level D1	\$31,283 p.a.	(\$15.04 p.h.)
Level D2	\$31,844 p.a.	(\$15.31 p.h.)



Level E1	\$33,446 p.a.	(\$16.08 p.h.)
Level E2	\$35,027 p.a.	(\$16.84 p.h.)

**TEAM FACILITATOR**

A Team Facilitator joining Lifestyle Options will enter at Level F1 and will be assessed against the competencies detailed in the Job Description after three months of employment. In order to progress to the next level an employee must demonstrate ability to complete all competencies of the previous level.

Level F1	\$36,627 p.a.	(\$17.61 p.h.)
Level F2	\$37,668 p.a.	(\$18.11 p.h.)
Level F3	\$38,708 p.a.	(\$18.61 p.h.)

**TABLE 2 -ALLOWANCES**

<b>ITEM</b>	<b>CLAUSE</b>	<b>ALLOWANCE</b>	<b>AMOUNT</b>
1	11.6.1	Motor Vehicle allowance per kilometre travelled	44 cents
2	11.6.4	Relief shift meal allowance	\$10.00
3	11.6.5	Multi location meal allowance	\$15.00
4	11.6.6	Saturday and Sunday work	\$10.00
5	19.3(c)	Sleepover meal allowance	\$10.00