

REGISTER OF ENTERPRISE AGREEMENTS

ENTERPRISE AGREEMENT NO: EA05/380

**TITLE: New England HACC Development Incorporated
Enterprise Agreement 2004**

I.R.C. NO: IRC5/2434

DATE APPROVED/COMMENCEMENT: 25 November 2005 / 9 August 2005

TERM: 24

**NEW AGREEMENT OR
VARIATION:** Replaces EA00/34.

GAZETTAL REFERENCE: 6 January 2006

DATE TERMINATED:

NUMBER OF PAGES: 6

COVERAGE/DESCRIPTION OF

EMPLOYEES: The agreement applies to all employees employed by New England HACC Development Incorporate, located at 2/87 Beardy Street, Armidale NSW 2350 and 90 Kentucky Street, Armidale NSW 2350, who fall within the coverage of the Social and Community Services Employees (State) Award.

PARTIES: New England HACC Development Incorporated -&- Corey Alderson, David Allport, Michael Bailey, Richard Baker, Gordon Barber, Ross James Bennett, Brad Bessant, Darren Brewster, Mark Brooks, Michael Butters, Lea Carr, Darren Chapman, Scott Chapman, Jeff Coles, Mathew Collins, Alfred Connelly, Nicholas Cox, Jeffrey Crawford, Micheal John Cunningham, Dale Cupples, Stephen Darby, Greg Darr, Momir Dimitrijevic, Sean Glasby, Peter Hain, Arthur Hampson, Keith Hampson, Brett Harley, Shannon Hawes, Scott Kannar, Lincoln Larrigo, Mark Longbottom, Scott Mackersey, Allan McKewin, Barry McKewin, Brent Patterson, Joshua Power, Ken Price, Brad Reeves, Peter Robertson, Michael Ross, Kevin Skinner, Garry Stephens, Peter Stuhr, Brett Sykes, Jason Thomas, Paul Treadwell, Robert Trubody, John Walsham, Philip Watson, Alan Wilson, Arthur Wilson

The New England HACC Development Incorporated Enterprise Agreement

1. Title of the Agreement

The title of this agreement is the New England HACC Development Incorporated Enterprise Agreement, 2004.

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3. Parties to the Agreement

The enterprise agreement is made in accordance with:

- (a) the provisions of sections 32-47 of the Industrial Relations Act 1996; and,
- (b) the Principles for approving enterprise agreements as provided by section 33(i) of the Act.

The parties to this agreement are:

New England HACC Development Incorporated, 2/87 Beardy Street, Armidale, NSW, and all employees of New England HACC Development Incorporated.

4. The Enterprise

The enterprise for which the agreement is made is New England HACC Development Incorporated.

5. Intention

This agreement shall apply to all employees of New England HACC Development Incorporated.

6. Duress

This agreement was not entered into under duress by any party to it.

7. Incidence

- 7.1 This agreement shall be read in conjunction with the Social and Community Services Employees (State) Award, however, where there is any inconsistency this agreement shall apply.
- 7.2 Should, during the period of operation of this agreement, the salary and/or conditions contained in the parent award be improved to exceed any of the corresponding conditions in this agreement, the award shall supersede this agreement in those areas.

8. Term

This agreement shall operate from the date of registration and shall remain in force for a period of 2 years unless varied or terminated earlier by the provisions provided by the Industrial Relations Act 1996.

9. Anti-Discrimination

The parties agree to interpret and apply this agreement in a manner which is not in breach of the Anti-Discrimination Act 1977.

10. Hours of work:

- 10.1 All full-time employment will be based on a 35 hour working week and pro rata for part-time employees.
- 10.2 The employees, as a minimum, will provide a point of contact for their clients between 11.00 am and 3.00 pm every business day.
- 10.3 The working band of hours is between 6.00 am and 10.00 pm, Monday to Friday. Any time worked in excess of one fifth of a working week will be accrued as time in lieu and will be documented on the relevant time sheet.
- 10.4 A time in lieu bank may be accrued to a maximum of the hours equivalent to a working week.
- 10.5 Up to the equivalent of one fifth of a working week may be taken as time in lieu without prior approval of the Management Committee and will be documented on the relevant time sheet.
- 10.6 Time in lieu in excess of the equivalent of one fifth of a working week must have prior approval of the Management Committee.

11. Rates of Pay

Wages shall be in accord with those of the Social and Community Services Employees (State) Award as varied from time to time.

12. Study Leave

Employees may apply for up to 10 days study leave per semester to participate in an accredited course of study, part-time or externally, at a recognised educational institution.

13. Annual Leave

- 13.1 Employees who have completed 90 days service may take up to 10 days annual leave entitlement before accrual of same.
- 13.2 Where an employee is sick while on annual leave, the duration of the illness will be converted to sick leave and the annual leave recredited provided a medical certificate is produced.

14. Sick Leave

- 14.1 Full-time employees who have completed 30 days service and who are unable due to sickness to attend for duty will be entitled during each year of service to sick leave of 15 days at the ordinary rate of pay subject to a medical certificate being provided after 2 days absence.
- 14.2 Part-time workers will have these entitlements, under the same conditions, on a pro rata basis.
- 14.3 Sick leave shall accumulate from year to year so that any balance of leave not taken in any one year may be taken in a subsequent year or years.
- 14.4 Where an employee has 10 years service and the sick leave entitlement has been exhausted, the employer may grant such additional sick leave as is deemed necessary.
- 14.5 Continuity of service shall be deemed not to have been broken where employees have transferred employment from Dumaresq Shire Council to New England HACC Development Incorporated.

15. Long Service Leave

- 15.1 An employee shall be entitled to Long Service Leave at the ordinary rate of pay as follows:

Length of Service	Entitlement
After 10 years service	13 weeks
After 15 years service	19.5 weeks
After 20 years service	30.5 weeks
For every completed period of 5 years service thereafter	11 weeks

- 15.2 An employee who has completed at least 5 years but less than 10 years service shall receive the monetary equivalent of a proportionate amount based upon 1.3 weeks pay for each year of service computed in monthly periods. This payment shall be subject to the termination of employment by the employer for any cause, other than serious misconduct, or termination by the employee on account of illness, incapacity, domestic or other pressing necessity, retirement in accordance with relevant legislation, or death.
- 15.3 Where an employee has completed more than 10 years service and is terminated for any cause, long service leave shall be deemed to have accrued from the employee's total length of service and an amount equivalent to such long service leave, less such leave already taken, computed in monthly periods and equivalent to 1.3 weeks for each year of service up to 15 years and 2.2 weeks for each year of service from 15 years onwards.
- 15.4
 - (a) Long service leave shall be taken at a time mutually convenient to the employer and employee.
 - (b) Payment to an employee proceeding on long service leave shall be made by the employer at the employees ordinary rate of pay at the time the employee enters upon the leave.
 - (c) An employee who has become entitled to a period of leave and the employee's employment is terminated by resignation, death or dismissal for any cause shall be deemed to have entered upon leave at the date of termination of the employment and shall be entitled to payment accordingly.
 - (d) Continuity of service shall be deemed not to have been broken where employees have transferred employment from Dumaresq Shire Council to New England HACC Development Incorporated.
 - (e) Long service leave shall be exclusive of annual leave and any other holidays as prescribed by the award, occurring during the taking of any period of long service leave.

- (f) Where an employee's service is terminated by death the employer shall pay to the employee's estate the monetary equivalent of any untaken long service leave standing to the employee's credit at the time of the employee's death.

16. Leave Without Pay

- 16.1 Periods of leave without pay shall be taken at a time mutually convenient to employer and employee, and shall not be regarded as service for the purpose of computing long service leave, sick leave or annual leave. Such leave shall not, however, constitute a break in the employee's continuity of service.
- 16.2 An employee shall not be entitled to any payment for public holidays during an absence on approved leave without pay.

17. Redundancy

17.1 Employer's duty to notify

- (a) Where the employer has made a definite decision to introduce major change in program, organisation structure or technology that are likely to have significant effects on employees, the employer shall notify the employees who may be affected by the proposed change.
- (b) Significant effects include termination of employment, major changes in the composition, operation or size of the employer's work-force or in the skills required, the elimination or the 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.

17.2 Notice of Termination

Four weeks notice to terminate or pay in lieu thereof shall be given except in the case where the employee is 45 years of age or over with 5 years service, where 5 weeks notice shall be given.

17.3 Severance pay

- (a) This subclause shall apply where an employee is terminated due to redundancy. The employer shall be exempt from this subclause where the employee concerned has been offered, but has refused to accept, an alternative position within the organisation's structure, being a position which has remuneration no less than the position previously held by the employee.
- (b) In addition to any required period of notice, and subject to subclause 2 of this clause, the employee shall be entitled to the following:

IF THE EMPLOYEE IS LESS THAN 45 YEARS OF AGE

COMPLETED YEARS OF SERVICE	ENTITLEMENT
Less than 1 year	Nil
1 year and less than 2 years	4 weeks pay
2 years and less than 3 years	7 weeks pay
3 years and less than 4 years	10 weeks pay
4 years and less than 5 years	12 weeks pay
5 years and less than 6 years	14 weeks pay
6 years and less than 7 years	16 weeks pay
7 years and beyond	An additional 2 weeks pay for each year in excess of 7 years service up to 10 weeks pay

Employees aged less than 45 shall receive up to 26 weeks pay in accordance with the above table.

IF THE EMPLOYEE IS 45 YEARS OF AGE AND OVER

COMPLETED YEARS OF SERVICE	ENTITLEMENT
Less than 1 year	Nil
1 year and less than 2 years	5 weeks pay
2 years and less than 3 years	8.75 weeks pay
3 years and less than 4 years	12.5 weeks pay
4 years and less than 5 years	15 weeks pay
5 years and less than 6 years	17.5 weeks pay
6 years and less than 7 years	20 weeks pay
7 years and beyond	An additional 2 weeks pay for each year in excess of 7 years service up to 6 weeks pay.

Employees aged 45 years and over shall receive up to 26 weeks pay in accordance with the above table.

- 17.4 An employee who resigns during the period of notice is entitled to the same redundancy payments provided in this clause as if they had remained in the employment until the expiry of the notice period.
- 17.5 During a period of notice of termination given by the employer, an employee shall be allowed up to one day off without loss of pay during each week of notice for the purpose of seeking other employment. Where required by the employer the employee shall show proof of attendance at an interview.

18. Dispute Resolution Procedure

Subject to the NSW Industrial Relations Act (1996), any dispute or grievance arising out of the operation of the Award, other than a dispute or grievance arising directly from an employer's concern about an employee's work performance or conduct, shall be dealt with in the following manner:

- (a) In the first instance, the employee shall attempt to resolve the grievance with their immediate supervisor or employer and shall be entitled to have a workplace union representative present if the employee so desires.
- (b) Where any such attempt at settlement has failed, or where the dispute or claim is of such a nature that a direct discussion between the employee and their immediate supervisor or employer would be inappropriate the employee may notify a duly authorised State representative of the ASU who, if they consider that there is some substance in the dispute or claim, may forthwith take the matter up with the employer and a meeting shall be arranged.
- (c) The arrangement of a meeting under step (b) shall take place within seven working days of notification to the employer of a dispute or grievance.

Whilst the above conciliatory procedure is being followed reasonable time limits will be set for discussions at each stage. 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 employer. No party shall be prejudiced as to the final settlement by the continuation of work in accordance with this clause.

19. Signatories to the Agreement

Signed for an on behalf of
New England HACC Development Incorporated

Signed for and on behalf of all employees of
New England HACC Development Incorporated