

REGISTER OF ENTERPRISE AGREEMENTS

ENTERPRISE AGREEMENT NO: EA06/287

**TITLE: The Springwood Neighbourhood Centre Cooperative Ltd
Enterprise Agreement 2005**

I.R.C. NO: IRC6/1998

DATE APPROVED/COMMENCEMENT: 4 April 2006 / 4 April 2006

TERM: 36

**NEW AGREEMENT OR
VARIATION:** New.

GAZETTAL REFERENCE: 11 August 2006

DATE TERMINATED:

NUMBER OF PAGES: 7

COVERAGE/DESCRIPTION OF

EMPLOYEES: The agreement applies to all employees employed by Springwood Neighbourhood Centre Co-operative Ltd., located at 108 Macquarie Road, Springwood NSW 2777, who fall within the coverage of the Social & Community Services (State) Award and the Miscellaneous Workers' - Kindergartens and Child Care Centres, &c. (State) Award.

PARTIES: Springwood Neighbourhood Centre Co-operative Ltd -&- Kate Blair, Morna Colbran, Sandul Dobson, Iwona Hale, Elaine Mercier, Lee O'Dowd Austen, Suzanne Pickles, Toni Quigley, Kim Roshier, Judith Whelan

SPRINGWOOD NEIGHBOURHOOD CENTRE COOPERATIVE LTD ENTERPRISE AGREEMENT 2005

1. TITLE OF AGREEMENT

The title of this agreement is “The Springwood Neighbourhood Centre Cooperative Ltd Enterprise Agreement 2005”.

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Appendix 2 Code of Ethics

3. PARTIES TO THE AGREEMENT

The parties to this agreement are **Springwood Neighbourhood Centre Cooperative Ltd (SNCC Ltd), and The Employees of Springwood Neighbourhood Centre Cooperative Ltd.**

4. INTENTION

The purpose of this enterprise agreement is to formalize the salary packaging arrangements and to codify policies in relation to some conditions of employment.

5. RELATIONSHIP TO THE AWARDS

This agreement shall operate in conjunction with the relevant Award (the Social & Community Services (State) Award and the Miscellaneous Workers Kindergartens Child Care Centres (State) Award as appropriate) but the Agreement will prevail to the extent of any inconsistency between the relevant Award and this Agreement. All applicable Awards terms and conditions will be maintained for the life of this Agreement.

6. TERM

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

7. GRIEVANCE & DISPUTE SETTLING PROCEDURES

Where a dispute or grievance arises out of the operation of this Agreement it shall be dealt with in accordance with the dispute settling provisions of the relevant Award (Clause 47 of the Social & Community Services (State) Award or Clause 33 of the Miscellaneous Workers Kindergartens Child Care Centres (State) Award as appropriate).

8. ANTI-DISCRIMINATION

It is the intention of the parties to this agreement to seek to achieve the objective in sec. 3(f) of *the Industrial Relations Act 1996* to prevent and eliminate discrimination in the workplace. This includes discrimination on the grounds of race, sex, marital status, disability, homosexuality, transgender identity, age and responsibilities as a carer.

It follows that in fulfilling their obligations under clause 9 (grievance and dispute settling procedures) set out in this agreement, the parties have obligations to take all reasonable steps to ensure that the operations of the provisions of this agreement are not directly discriminatory in their effects. It will be consistent with the fulfillment of these obligations for the parties to make application to vary any provision of the agreement which, by its terms or operation has a direct or indirect discriminatory effect.

Under the *Anti-discrimination Act 1977*, it is unlawful to victimize an employee because the employee has made or may make or has been involved in a complaint of unlawful discrimination or harassment.

Nothing in this clause is to be taken to affect:

Any conduct or act which is specifically exempted from anti-discrimination legislation;

Offering or providing junior rates of pay to persons under 21 years of age;

Any act or practice of a body established to propagate religion which is exempted under sec. 56(d) of the *Anti-Discrimination Act 1977*.

A party to this agreement from pursuing matters of unlawful discrimination in any State or federal jurisdiction.

This clause does not create legal rights or obligations in addition to those imposed upon the parties by the legislation referred to in this clause.

9. REMUNERATION PACKAGING

Where agreed between the employer and a full-time or part-time employee, an employer may introduce remuneration packaging in respect of salary .

This shall mean that an employee will have part of their salary packaged into a fringe benefit which does not constitute a direct payment to the employee but is payable to a bona fide third party. The terms and conditions of such a package shall not, when viewed objectively, be less favourable than the entitlements otherwise available under this Award and shall be subject to the following provisions:

- (i) the employer shall ensure that the structure of any agreed package complies with taxation and other relevant laws;

- (ii) the employer shall confirm in writing to the employee the classification level and current salary payable as applicable to the employee under the relevant parent award;
- (iii) the employer shall advise the employee, in writing, of his/her right to choose payment of the salary referred to in paragraph (ii) above instead of a remuneration package;
- (iv) the employer shall advise the employee, in writing, that all Award conditions, other than the salary shall continue to apply;
- (v) the employee may package the applicable salary described in parent award into a non-salary fringe benefit up to a maximum of \$15,450 per annum (\$30,000 grossed up);
- (vi) the employee shall advise the employer, in writing, that the agreed cash component is adequate for his/her ongoing living expenses;
- (vii) where a dispute arises as to the process for making a salary packaging agreement it will be open to either party to seek relief in accordance with the Dispute Settling Procedures clause in this Agreement;
- (viii) a copy of the Agreement shall be made available to the employee;
- (ix) the employee shall be entitled to inspect details of the payments and transactions made under the terms of this agreement and for this purpose, where such details are maintained electronically, the employee shall be provided with a print out of the relevant information;
- (x) the configuration of the remuneration package shall remain in force for the period agreed between the employee and the employer;
- (xi) in the event that the employer ceases to attract exemption from payment of Fringe Benefits Tax (in full or in part), or in the event that other legislative changes increase the costs of the salary packaging arrangement for the employer, all salary packaging arrangements shall be terminated and individual employees' wages will revert to those specified in the parent award;
- (xii) notwithstanding any of the above arrangements, the employee may cancel any salary packaging arrangements by the giving of one month's notice of cancellation to the employer;
- (xiii) notwithstanding any of the above arrangements, the employer may cancel any salary packaging arrangements by the giving of one month's notice of cancellation to the employee;
- (xiv) in the event that the employee ceases to be employed by the employer this agreement will cease to apply as at the date of termination and all leave entitlements due on termination shall be paid at the rates in accordance with the parent award. Any outstanding benefit still due under this agreement upon termination shall be paid on or before the date of termination;
- (xv) the calculation of entitlements concerning occupational superannuation will be based on the value of the employee's pre-packaged salary payable as prescribed in the Parent Award;
- (xvi) any wage increases which are granted to employees under the Parent Award shall also apply to employees covered by this Agreement;
- (xvii) the employee may consult with a representative of any relevant trade union before signing a Remuneration Package Agreement.

10. HOURS OF WORK

- (a) The spread of ordinary hours may be worked between 8.00am and 8.00pm Monday to Friday inclusive, or as otherwise mutually agreed.
- (b) For staff employed under the Social & Community Services (State) Award, the ordinary hours of work shall be 35 hours per week for full-time employees. For staff employed under the Miscellaneous Workers Kindergartens and Child Care Centres (State) Award, the ordinary hours of work shall be 38 hours per week for a full-time employee. All conditions are pro-rata for part-time employees.
- (c) Core hours of work will be specified in the Job Description and can only be changed in accordance with clause 12 1(a) above.

(d) An employee shall not be required to work more than four (4) hours without a meal break of at least thirty (30) minutes where practicable. Lunch breaks are not included in working hours, except in the case of Tanderra staff employed prior to 2000.

(e) Periods of ten (10) minutes shall be allowed to employees for morning and afternoon tea and such periods shall be included in the ordinary working hours.

(f) Daily starting and finishing times shall be as agreed from time to time between the employer and the employee.

A time sheet provided by the employer is to be kept by the employee, accurately setting out the employee's attendance to his/her duties, such time sheet to be presented to the employer the day prior to pay day.

11. OVERTIME

All time worked in excess or outside of the ordinary hours of work as prescribed must be approved in advance by the Employer, except in the case of emergencies. The relevant Award provision will apply. Ordinary hours worked on a Saturday will be paid at a rate of 1.5 hours for each hour worked and on Sundays at a rate of 1.75 hours for each hour worked.

12. TIME OFF IN LIEU OF EXTRA TIME

Staff who work additional hours to their normal hours of employment may be entitled to time off in lieu (TOIL) provisions of the relevant Award, where the additional hours are overtime which has been approved in advance. Staff may also work some additional hours as part of a flexible hours arrangement, with the agreement of their manager, and accrue TOIL on a flexible basis subject to this clause.

1) Overtime

- a) This sub-clause regarding TOIL for overtime is to be read in conjunction with and to supplement the relevant Award, and the Award will prevail to the extent of any inconsistency.
- b) Overtime may only be worked with the prior approval of the relevant manager.
- c) A staff member who is required to work overtime may be granted TOIL of the payment for overtime subject to agreement between the staff member and their manager.
- d) TOIL for overtime accrues on the basis of an hour for an hour for the overtime worked.
- e) If there is no agreement to take TOIL for overtime, the overtime will be paid at the penalty rate prescribed by the Award.
- f) TOIL for overtime must be taken within four working weeks of the overtime being worked at a time agreed to by the staff member and their supervisor.
- g) If TOIL for overtime is not taken within the four week period a staff member's manager may direct that it be taken at a time of the manager's choosing, or may authorize that it be paid out.
- h) TOIL for overtime which is paid out will be at the appropriate penalty rate.

2) Flexible Hours

- a) Staff may elect, with the agreement of their manager, to work additional hours as flexible hours. TOIL accrued at the initiative of the employee as flexible hours is not overtime. If not taken, such TOIL will be paid at ordinary hours rates.
- b) Flexible extra hours may only be worked within the ordinary span of hours prescribed by clause 10 (a) of this Agreement.

- c) All employees shall be present to perform ordinary duties during the core hours of 9.30 am to 12 pm, and 2 pm to 4pm, in accordance with their Job Description, unless on approved leave.
 - d) TOIL for flexible hours accrues on an hour for hour basis for the time worked.
 - e) A maximum of 10 hours carry over of TOIL for flexible hours may be accumulated. If TOIL accrues beyond 10 hours a staff member's manager may authorise the TOIL to accrue beyond the 10 hours, or may direct that it be taken at a time of the manager's choosing, or may authorize that it be paid out. TOIL for flexible hours which is paid out will be at the ordinary time rate.
- 3) An important objective of this clause is to ensure that staff do not carry an excessive amount of TOIL for lengthy periods. During the life of this Agreement, SNCC will monitor the level of TOIL accruals and may amend this policy after the expiry date of the Agreement if TOIL accruals across the organisation regularly exceed the limits set.
- 4) Records of TOIL hours, indicating whether for overtime or flexible hours, will be kept on the staff member's timesheet.

13. MOTOR VEHICLE ALLOWANCES

Where an employee is required to use his/her motor vehicle in the course of his/her duty, he/she shall be reimbursed according to an agreed rate, which shall not be less than the current Award rate. The administrative base is to be used as the starting and finishing point for recording the kilometres travelled.

14. SICK LEAVE

- (a) The sick leave provisions of the relevant Award shall apply.
- (b) Provided that an employee who is employed under the Miscellaneous Workers Kindergarten and Childcare Centres, &c (State) Award may claim paid sick leave after eight (8) weeks of service.

15. COMPASSIONATE AND BEREAVEMENT LEAVE

- (a) The Bereavement leave provisions of the relevant Award shall apply, provided that additional Compassionate paid or unpaid leave may be granted at the discretion of the Employer.
- (b) An employee shall be entitled to five (5) days unpaid Compassionate leave in each twelve months of service.

16. PARENTAL LEAVE

- (a) A female employee with twelve (12) months continuous service prior to the arrival of the child, shall be entitled to twelve (12) weeks maternity leave in respect of her pregnancy, which shall be paid leave, if funding guidelines so permit. Such leave shall commence not earlier than six (6) weeks prior to the anticipated date of confinement and not later than the actual date of confinement.
- (b) A female employee with twelve (12) months continuous service prior to the arrival of the child, shall be entitled to twelve (12) weeks maternity leave in respect of the adoption of a child, which shall be paid leave, if funding guidelines so permit. Such leave shall commence not earlier than one (1) week prior to the arrival of the child and not later than the actual arrival of the child.
- (c) A female employee entitled to maternity leave as above shall also be entitled to a maximum of 40 weeks unpaid maternity leave. All maternity leave shall be taken as one continuous period except that it may be interrupted by one return to work of not more than one (1) week.
- (d) Subject to the foregoing, the provisions of the Industrial Relations Act will apply with respect to unpaid parental leave.

17. LEAVE WITHOUT PAY

The employee may at the discretion of the employer be granted leave without pay for reasons other than those outlined in this agreement for up to twelve (12) months, provided that:

- (a) For periods of leave of more than one (1) week, adequate notice of at least four (4) weeks is given to the Employer.
- (c) Where an employee is granted leave without pay for more than four weeks in a 12 month period, other leave entitlements for that period would not accrue.
- (d) Any replacement employee shall be fully informed of the temporary nature of the employment and of the conditions relating to the leave being taken by the employee being replaced.

18. CHILD CARE

Where the employee is responsible for the care of a child or children the employee may request permission of the employer to bring the child or children to the employee's place of work, on an emergency, short term basis only. The employer may in its absolute discretion set conditions as to the care of the child or children whilst at the employee's place of work or may prohibit in whole or in part the attendance at work of the employee's child or children.

19. DISCIPLINARY PROCEDURES

- 1) Where the employer has concerns about the work performance or conduct of an employee, the following disciplinary procedure will apply.
- 2) The staff member shall be advised of the alleged poor work performance or misconduct. The staff member shall be provided with the opportunity to respond to any such allegations at a counselling meeting with the relevant manager(s). A staff member subject to disciplinary proceedings may be assisted or represented in any counselling meeting by a support person of the employee's choice from the workplace, such as a colleague, or by a union representative. The staff member shall be treated at all times in accordance with the principles of natural justice.
- 3) Nothing in this procedure shall restrict the employer's right to summarily dismiss an employee in circumstances that warrant summary dismissal.
- 4) If the concerns are not resolved at the initial counselling meeting, a warning may be issued. The management representative shall notify the employee of the reason for the warning and detail the standards of performance and/or conduct expected. In the case of unsatisfactory performance the employer will also consider reasonable measures to assist the employee to meet the required performance standards, such as mentoring or training as appropriate. The warning shall also state the consequences of not meeting the required standards of performance and/or conduct such as further disciplinary action which could include termination of employment.
- 5) If the problem continues the matter will be discussed with the employee at a second counselling meeting.
 - a) **Unsatisfactory Performance** - If the concerns are not resolved at the second meeting, in the case of unsatisfactory performance a second warning in writing will be given to the employee. Termination of employment for unsatisfactory performance at this stage may only occur in cases where the unsatisfactory performance has particularly serious consequences for the viability of the employer.
 - b) **Misconduct** – If the allegations of a recurrence of misconduct are not satisfactorily resolved at the second meeting, a second written warning may be given to the employee, or employment may be terminated, depending on the level of seriousness of the misconduct.

- 6) If the problem continues the matter will be discussed with the employee at a further counselling meeting. If the concerns are not resolved, the outcome may be a further warning or termination of employment. Nothing in this procedure shall prevent the employer from conducting further counselling meetings where the particular circumstances require it.
- 7) If after any warning a period of twelve months elapses without any further warning or action being required, all adverse reports relating to the warning must be removed from the employee's personnel file.

20. RESIGNATION

- (a) The employee may resign at any time and for any reason by giving at least two (2) weeks written notice of such resignation to the employer
- (b) On serving notice the employee shall be given the opportunity to meet with the employer to discuss the reasons for resignation, if the employee so desires.
- (c) A certificate of service shall be furnished by the employer to the employee upon termination of employment for whatever reason.

21. UNION RIGHT OF ENTRY

Union representatives have the right to enter premises during the hours of work to represent union members and have discussions with limited impact on service delivery.

22. RIGHTS RESERVED

In any matter relating to any clause in the Agreement, the employee shall have the right to seek advice, assistance or representation from an appropriate Trade Union. Nothing in this Agreement shall be deemed or construed to diminish or remove an existing or accrued entitlement enjoyed by the employee prior to the date of operation of this Agreement.

SIGNATURE _____

NAME _____
(ON BEHALF OF SNCC BOARD)

SIGNATURE _____

NAME _____
(STAFF MEMBER)

DATE _____