

**REGISTER OF
ENTERPRISE AGREEMENTS**

ENTERPRISE AGREEMENT NO: EA99/255

TITLE: Orana Googars Football Aboriginal Corporation Community Service Enterprise Agreement

I.R.C. NO: 99/91

DATE APPROVED/COMMENCEMENT: 18 May 1999

TERM: 36 months

**NEW AGREEMENT OR
VARIATION: New**

GAZETTAL REFERENCE:

DATE TERMINATED:

NUMBER OF PAGES: 9

COVERAGE/DESCRIPTION OF

EMPLOYEES: Applies to employees performing various work including; lawnmowing, cleaning, gardening, sales, clerical, painting and maintenance, arts and crafts, building works and child care

PARTIES: Orana Goo-Gars Football Aboriginal Corporation -&- Helen Clark, William Clark, Claude Henry Gordon, Ray Smith

6x1

***Orana Googars Football Aboriginal Corporation
Community Service Enterprise Agreement***

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1. Title of Agreement

The title of this agreement is the **Orana Googars Football Aboriginal Corporation Community Service Enterprise Agreement**.

2. Parties to the Agreement

The Enterprise agreement is made in accordance with:

- a) The provisions of section 32-47 of the Industrial Relations Act 1996; and,
- b) The Principles for approving enterprise agreements as provided by section 33(1) of the Act.

The parties to the Agreement are **Orana Googars Football Aboriginal Corporation (CDEP)** and employees employed by **Orana Googars Football Aboriginal Corporation (CDEP)**.

3. Intention

This agreement is designed to facilitate Community Service programs for people who are involved in Community Development Employment Programs funded by the Federal Government.

Under this agreement program participants can be required to do a variety of tasks such as lawn mowing, cleaning, gardening, sales, clerical, painting, maintenance, arts and crafts, building works and child care for the benefit of the Community and the Corporation.

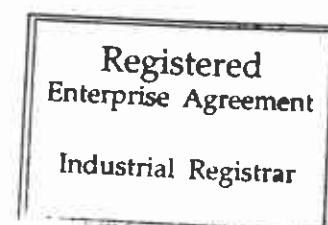
Currently funding for this program is funded by the Aboriginal and Torres Strait Islander Commission but it is in the intention of the Corporation to be eventually self sufficient in its operation.

4. Multi-skilling

The employer retains the right to place the employee (participant) in any position as to where the skills of the employee (participant) are required to meet the needs of the workplace.

5. Duress

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



6. Hours of Work

The ordinary hours of work per week shall be no more than 20 hours per week. These hours may be worked over a five (5) day period Monday to Friday.

Minimum hours per day shall be three and one half-hours and the maximum hours shall be 10 hours per day.

7. Wages

Standard: Adults: at least \$13.00 per hour for 20 hours per week.
Under 18: at least \$10.00 per hour for 20 hours per week.

Additional Allowances: Supervisors shall receive an additional \$20.00 per week not including holidays and other leave.

Supervisors to be appointed by the Board of Directors or Management.

Other: Extra Hours and/or higher hourly pay rates for individual employees may be determined by the Board of Directors.

No Work No Pay: Wages will be withheld where an employee fails to turn up to or refuses to work without a valid excuse.

8. Payment of Wages

Wages shall be paid either weekly or fortnightly (employee's choice) by electronic funds transfer into the employee's bank account.

9. Classification of Employees

All employees shall be known as "participants" and employed on a "Part-time" basis. (ie. A maximum of 20 hours per week may be worked).

10. Contract of Employment

a) Employee's are employed on a weekly basis. Employment shall be terminated by one week's notice or by the payment or forfeiture, as the case may be, of one week's wages in lieu of notice.

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- b) If employees are absent without leave for fourteen (14) days or more without notifying the corporation's office then they will be considered to have abandoned their employment.
- c) The Corporation may dismiss an employee at any time for any one or more of the following:-
- wilful disobedience
 - misconduct (eg. Theft, fraud, assault, intoxication)
 - pilfering
 - malicious damage
 - redundancy
 - incapacity to perform the work (eg. Poor work performance).
- d) A three (3) month probationary period shall apply to new employees whereas an employee may be dismissed by the Board of Directors without notice.

11. Meal Breaks

Any employee (participant) who works five (5) continuous hours shall be entitled to one hour unpaid meal break.

All employees (participants) are entitled to take 15 minutes paid tea break in the morning and afternoon. Such tea breaks shall be at the discretion of the supervisor.

12. Overtime

Any employee (participant) who works in excess of 10 hours per day shall be entitled to the equivalent time off in lieu of hours worked.

13. Annual Leave

In accordance with the Annual Holidays Act 1944 and falls due on the anniversary of the employee's commencement date. Leave must be taken within six months of falling due and 17.5% loading is payable after twelve months service.

14. Long Service Leave

In accordance with the Long Service Act 1955.



15. Parental Leave

In accordance with the Industrial Relations Act 1996. (Up to fifty-two weeks of unpaid maternity leave for a female or fifty-two weeks of unpaid paternity leave for a male who is the primary care giver of a child).

16. Sick Leave

Employees shall be entitled to five (5) days paid sick in their first year and eight (8) days paid sick leave in subsequent years which accumulates if not taken but is not payable on termination.

Employees must notify the corporation's office as soon as possible when unable to attend work due to injury or illness. A medical certificate will need to be provided when required by the Board of Directors or Management.

17. Personal/Carers Leave

Employees may use their sick leave, may elect with consent by employer to take the following:-

- a) unpaid leave
- b) up to five (5) days annual leave
- c) use their time off in lieu of overtime
- d) rostered days off and also take time off ordinary hours
- e) work those hours at a later time during the spread of ordinary hours (ie. Make up time).

18. Paid Special Leave

Paid leave will be available to employees for bereavement or cultural purposes. The amount of paid leave granted in each case will be determined by the Board of Directors.

19. Unpaid Special Leave

Unpaid leave of up to three months may be granted by the Board of Directors in special circumstances.

20. Public Holidays

Aboriginal day and any other day proclaimed in New South Wales as a public holiday shall be taken as such. If an employee would normally have been rostered to work on a public holiday they shall be paid for that day.

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21. Jury Service

- a) Employees shall be allowed leave of absence during any period when required to attend for jury service.
- b) Subject to providing evidence of expenses incurred and jury service fees received, no employee will be financially disadvantaged when required to attend jury service.

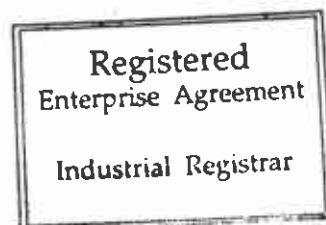
22. Redundancy

- a) Applies in respect of employees with more than one year's continuous service and whose employment is terminated due to major changes in production, program, organisation, structure or technology of the corporation.
- b) In order to terminate the employment of a redundant employee the following notice shall be given:-

<u>Period of Continuous Service</u>	<u>Period of Notice</u>
Less than 1 year	1 week
1 year and less then 3 years	2 weeks
3 years and less than 5 years	3 weeks
5 years and over	4 weeks

- c) Where employment is terminated under a) above the following severance pay shall be payable:-

<u>Period of Continuous Service</u>	<u>Pay Entitlement</u>	
	<u>Under 45 years of age</u>	<u>Over 45 years of age</u>
1 year and less than 2 years	4 weeks	5 weeks
2 years and less than 3 years	7 weeks	8.75 weeks
3 years and less than 4 years	10 weeks	12.5 weeks
4 years and less than 5 years	12 weeks	15 weeks
5 years and less than 6 years	16 weeks	20 weeks



- d) Redundancy does not apply to employees whose employment is terminated as a consequence of conduct that justifies instant dismissal including wilful disobedience, misconduct, pilfering, malicious damage, redundancy and/or incapacity to perform the work.
- e) An employee who merely changes their basis of employment (eg. From full-time to part-time, or changes to work activities) is not entitled to redundancy pay.

23. Termination Payments

- a) Employees who either voluntarily resign or who are terminated for any reason other than redundancy shall be entitled to:-
 - i) any unused holiday pay entitlement
 - ii) any long service leave pay entitlement (see below).
- b) Employees who are terminated through redundancy shall be entitled to:-
 - i) any unused holiday pay entitlement.
 - ii) Any long service leave pay entitlement (see below).
 - iii) Severance pay as per Redundancy clause.

(Note: Long Service Leave entitlement is for employees with more than ten years continuous service or, in the case of an employee who has a least five years service and is terminated for a reason other than serious and wilful misconduct, or resigns due to illness, incapacity or domestic or other pressing necessity, or by reason of death. All entitlements are calculated on the basis of two months for ten years service).

24. Dispute Handling Procedure

In relation to any matter that may be in dispute between the parties (the employer and employees):-

- a) will attempt to resolve the matter at the workplace level, including but not limited to:
 - i) the employee and his or her supervisor meeting and conferring on the matter; and
 - ii) if the matter is not resolved at such a meeting, the parties arranging further discussions involving more senior levels of management; and



- b) acknowledge the right of either party to appoint another person to act on behalf of the party in relation to resolving the matter at the workplace level; and
- c) agree to allow either party to refer the matter to mediation if the parties cannot resolve the matter; and
- d) agree that if either party refers the matter to mediation, both parties will participate in the mediation process in good faith; and
- e) if mediation fails then the employee has the right to refer the matter for arbitration.

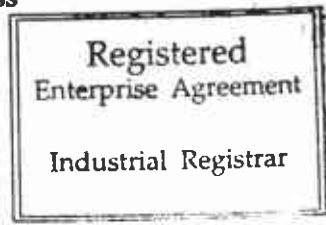
25. Term

The agreement will operate from the date of approval by the Industrial Relations Commission. This agreement shall operate from the date of registration and shall remain in force for a period of three years.

26. Signatories to the Agreement:

Signed for and on behalf of Orana Gogars Football Aboriginal Corporation (CDEP):-

1.	<u>GEORGE GORDON</u> Print Name	Participant Title	<u>39 TAYLOR ST DUBBO</u> Address
	<u>S. Gordon</u> Signature	<u>29/03/99</u> Date	<u>B. Pritchell</u> Witness
2.	<u>RICHARD HALL</u> Print Name	Participant Title	<u>OPAL ST DUBBO</u> Address
	<u>RT Hall</u> Signature	<u>29/03/99</u> Date	<u>B. Pritchell</u> Witness
3.	<u>ANNE CARR</u> Print Name	Participant Title	<u>50 Banner Cre</u> Address
	<u>Anne Carr</u> Signature	<u>29/03/99</u> Date	<u>B. Pritchell</u> Witness
4.	<u>Lesley Towney</u> Print Name	Participant Title Address
	<u>Lesley Towney</u> Signature	<u>29/03/99</u> Date	<u>B. Pritchell</u> Witness



Signed Directors

Tom Gordon
.....
Tom Gordon
Chairperson
29/3/98

Rhonda Lawson
.....
Rhonda Lawson
Secretary

Elsie Gordon
.....
Elsie Gordon
Treasurer



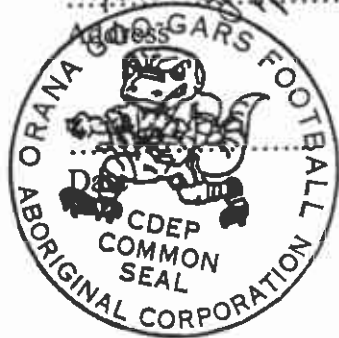
(Affixed - Common Seal)

I hereby witnessed the signatures of the signing of the Orana Googars Football Aboriginal Corporation Community Service Enterprise Agreement document.

Belinda Pritchell
.....
Name of Witness

B Pritchell
.....
Signature of Witness

11/172 Cripps St. DUBBO
.....
Address



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