



**Association
for the Blind of WA
Guide Dogs WA**

***ASSOCIATION FOR THE BLIND OF WA INC.
ENTERPRISE AGREEMENT
2011 - 2014***

1. - TITLE

This Agreement shall be known as the Association for the Blind of Western Australia Inc. Enterprise Agreement 2011 - 2014 (the "Agreement").

2. - ARRANGEMENT

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3. – PARTIES BOUND

- 3.1 This Agreement is binding on the Association for the Blind of Western Australia Inc. and all employees who are engaged in the classifications specified in Appendix 2 – Classifications under this Agreement.
- 3.2 Subject to compliance with the requirements of sections 185 and 201(2) of the *Fair Work Act 2009*, the Health Services Union will be covered by this Agreement.

4. – PERIOD OF OPERATION

- 4.1 This Agreement will commence operation seven days after the day the Agreement is approved by Fair Work Australia.
- 4.2 The nominal expiry date of this Agreement shall be 30 June 2014. However, this Agreement shall continue to operate beyond the nominal expiry date until such time as a replacement Agreement has been approved by Fair Work Australia or this Agreement is terminated in accordance with the provisions of the Act.
- 4.3 This Agreement operates to the exclusion of any modern award or other industrial instrument.
- 4.4 No party to this Agreement shall engage in industrial action before the nominal expiry date.

5. – REPLACEMENT OF AGREEMENT

- 5.1 The employer agrees to meet with the Union at least three months prior to the expiration of this Agreement with the purpose of negotiating the continuation of, or replacement of this Agreement. The intent is to finalise negotiations before the Agreement expires.
- 5.2 An official of the Union may enter the premises during this time to consult with employees about the continuation of, or replacement of this Agreement. Notice of such entry must be provided, with at least 48 working hours notice, via an e-mail message to the Chief Executive Officer and Manager, Human Resources.
- 5.3 Nothing in this Clause provides the Union with a right to enter the premises contrary to ss.194(f) or 194(g) of the Act

6. - DEFINITIONS

“**Act**” shall mean the *Fair Work Act 2009*.

“**Casual Employee**” shall mean an employee who is not engaged on a regular basis. Casual employees shall be paid a loading of 25 per cent in lieu of annual leave, personal leave and public holidays.

“**Employer**” shall mean the Association for the Blind of Western Australia Inc.

“**NES**” shall mean the National Employment Standards as contained in sections 59 to 131 of the *Fair Work Act 2009*.

“**Temporary Employee**” shall mean an employee engaged for a specified period or for a specified task.

“**Union**” shall mean the Health Services Union.

7. – CONTRACT OF SERVICE

- 7.1 Employees will be required to undertake a probationary period of three months upon commencement of employment. During this period the contract of service shall be weekly and may be terminated by one weeks’ notice by either party provided in writing or by the payment by the employer, or the forfeiture by the employee, of an amount equal to one weeks’ salary.
- 7.2 In the case of casual employees, the contract of service shall be daily and may be terminated by one hours notice by either party provided in writing or by the payment by the employer, or the forfeiture by the employee, of an amount equal to one hour’s salary.
- 7.3 After completion of the probationary period, the notice provisions shall be as specified in Clause 24 – Termination.

8. – INDIVIDUAL FLEXIBILITY

- 8.1 Notwithstanding any other provisions of this Agreement, an employee and the employer may agree to vary the effect of this Agreement to meet the genuine individual needs of the employee and the employer.
- 8.2 The terms that an employee and the employer may agree to vary the effect of are those concerning:
- 8.2.1 hours of work;
 - 8.2.2 overtime rates;
 - 8.2.3 penalty rates and shift loadings;
 - 8.2.4 allowances; and
 - 8.2.5 leave loading.

- 8.3 Any arrangement for individual flexibility under this clause must be genuinely agreed to by the employee and the employer. The arrangement must be in writing and signed by the employer and the employee (including the employee's parent or guardian where he/she is under 18 years of age). A copy of the agreement must be given to the employee within 14 days of it being agreed to.
- 8.4 The employer is responsible for ensuring that an individual flexibility arrangement results in the employee being better off overall than he/she would have been had no arrangement been made.
- 8.5 The individual flexibility arrangement may be terminated:
- 8.5.1 by the employee or the employer giving 28 days notice of termination, in writing, to the other party; or
- 8.5.2 at any time, by written agreement between the employee and the employer.

9. - HOURS OF DUTY

- 9.1 The ordinary hours of work are 37.5 per week between 6.00 am and 8.00 pm Monday to Friday unless agreed otherwise by the employee in writing, when ordinary hours may be worked between 6.00 am and 8.00 pm Monday to Saturday.
- 9.2 The ordinary hours of work for part-time employees are less than 37.5 per week with entitlements accruing on a pro rata basis proportionate to the number of hours worked per week. In consultation between the employer and the employee, the hours and times may be varied by agreement.
- 9.3 Ordinary hours performed on a Saturday will be paid at the rate of time and a half. Casual employees will not be entitled to this payment.
- 9.4 Casual employees will be paid a minimum of three hours for each engagement.
- 9.5 The ordinary hours of work for any employee shall not exceed 10 hours in any one day.
- 9.6 There will be a minimum break of 10 hours between the end of one period of duty and the commencement of another unless there is agreement between the employer and the employee for taking a lesser break between periods of duty.
- 9.7 An employee is entitled to take a meal break of half an hour after no more than five hours of work.
- 9.8 A paid break of ten minutes per day may be taken either in the morning or the afternoon when convenient to the employer. Where an employee is required to work in excess of 7.5 hours in a day, they shall be entitled to a paid break of 15 minutes in the afternoon.

Flexibility

- 9.9 Any arrangement for working flexible hours of work shall be subject to prior agreement between the employer and the employee and must meet the operational and business requirements of the employer.

10. - OVERTIME

- 10.1 All time worked outside the ordinary hours as prescribed in Clause 9 – Hours of Duty shall be considered overtime. In the computation of overtime, each day shall stand alone.
- 10.2 Overtime shall be paid for at the rate of time and one half for the first three hours and at the rate of double time thereafter.
- 10.3 In the case of part-time employees, they may work additional hours from their ordinary hours per week where an employee has indicated a willingness to work additional hours up to the equivalent of that of a full-time employee at single time. Where the employer has requested a part-time employee to work additional hours from their ordinary hours per week, the part-time employee is entitled to overtime at the rate of time and one half for the first three hours and at the rate of double time thereafter.
- 10.4 All overtime worked on a Saturday shall be paid for at the rate of time and one half for the first three hours and double time thereafter and on Sundays shall be paid for at the rate of double time.
- 10.5 Overtime rates under this Clause will be in substitution for, and not cumulative upon, the Saturday work loading at sub-clause 9.3 of Clause 9 – Hours of Duty.
- 10.6 All overtime must be approved by the employee's supervisor in advance and employees shall work reasonable overtime as required by their supervisor.
- 10.7 Where an employee works hours which would entitle that employee to payment of more than one of the penalties payable under this Clause or in accordance with Clause 19 – Public Holidays, only the highest of any such penalty shall be payable.

Time off in Lieu of Overtime

- 10.8 In consultation with, and by approval of their supervisor in advance, employees may accrue overtime hours to be taken during quiet and mutually convenient times as time in lieu of paid overtime up to five days per annum. The employee shall be allowed time off proportionate to the payment to which they would be entitled.
- 10.9 Employees whose salaries exceed Level 8 outlined in Appendix 1 will not be entitled to claim overtime in accordance with this Clause, except where the employee's supervisor grants approval in advance, the employee may accrue additional hours above their usual ordinary hours to be taken during quiet and mutually convenient times as time in lieu. The employee shall be allowed time off proportionate to the payment to which they would be entitled.

11. – ALLOWANCES

11.1 Meal Allowance

- 11.1.1 While on overtime as prescribed in Clause 10 – Overtime, a meal allowance of \$15.00 shall be paid to each employee in the following circumstances:

- (a) to an employee who, at the requirement of the employer, works two hours or more overtime after the completion of the ordinary hours on any day;
- (b) if the employee is required to work until after 1.00pm on a Sunday or any Public Holiday as prescribed under this Agreement.

11.2.2 The employer may supply the employee with a suitable meal in lieu of making the payment prescribed by this clause.

11.2 Higher Duties Allowance

11.2.1 An employee who is capable of performing and does perform all duties and responsibilities of a position that carries a higher rate of pay than that which he or she usually performs shall be paid an allowance equal to the difference between the employee's own salary and that of the higher position whilst so engaged.

11.2.2 An employee who is capable of performing some, but not all, of the duties and responsibilities of a position that carries a higher rate of pay than that which he or she usually performs shall be paid a proportion of the allowance as to the proportion of the duties performed of the higher position whilst so engaged.

11.2.3 Employees will be advised of the proportion of the allowance to be paid prior to commencing such duties.

11.2.4 An employee will not qualify for the allowance unless they occupy the higher position for five consecutive working days or more.

11.3 Motor Vehicle Allowance

An employee required and authorised to use their own motor vehicle in the course of their duties shall be paid an allowance per kilometre in accordance with the Australian Taxation Office Motor Vehicle Rates per business kilometre schedule, as amended from time to time.

11.4 Travel and Meal Expenses

An employee required to travel on official business shall be reimbursed reasonable expenses in accordance with the employer's Business Travel Expenses Policy, as amended from time to time.

12. – RATES OF PAY

- 12.1 All employees will be allocated a salary point within the salary scale as outlined in Appendix 1 – Rates of Pay to this Agreement, in accordance with their knowledge, skills, experience and ability.
- 12.2 Salary increments within each level shall be annual from appointment to the respective salary point and shall be subject to the employee's satisfactory performance over the preceding twelve months which shall be assessed according to a yearly performance appraisal.
- 12.3 Employees covered by this Agreement shall receive an overall pay increase of 12% during the life of this Agreement as follows:

4% from the first pay period on or after 1st July 2011;

4% from the first pay period on or after 1st July 2012;

4% from the first pay period on or after 1st July 2013.

The rates of pay are as outlined in Appendix 1 to this Agreement and are minimum rates of pay only. An employee's current rate of pay will not be reduced as a result of this Agreement.

- 12.4 Appendix 3 to this Agreement defines the conditions that will apply to those employees eligible for a supported wage under this Agreement.
- 12.5 Wages / salaries shall be paid on a fortnightly basis to the bank account nominated by each employee.
- 12.6 A fortnights' salary shall be calculated by dividing the annual salary rate by 313 and multiplying the result by 12. The hourly rate shall be calculated by dividing the fortnightly salary by 75.

Review of Salary Scales

- 12.7 The employer commits to undertaking a review of the salary scales in relation to position classifications under Appendix 2 within the first 12 months of operation of this Agreement.
- 12.8 The employee representatives involved in the negotiations for this Agreement will be consulted during the process and advised of the outcome of such review.

Superannuation

- 12.9 The employer shall contribute on behalf of each employee in accordance with the *Superannuation Guarantee (Administration) Act 1992*.
- 12.10 Employer contributions will be paid into a fund nominated by the employee. In the absence of a nomination by the employee, funds will be placed into the employer's default fund Health Employees Superannuation Trust Australia (HESTA).

Salary Sacrifice

- 12.11 An employee may elect in writing to receive a superannuation benefit in lieu of part of the salary to which they would otherwise be entitled under this Agreement.
- 12.12 The salary sacrifice arrangement shall remain in force until terminated by mutual agreement or by either the employer or the employee providing one calendar months notice of intention to terminate the arrangement.

13. – SALARY PACKAGING

- 13.1 At the employee's option and by agreement with the employer, the parties may enter into a salary packaging arrangement.
- 13.2 Salary packaging is an arrangement whereby the gross salary under this Agreement, can be reduced and substituted by non cash benefits in order to enhance the net value of an employee's remuneration.
- 13.3 Salary packaging arrangements will be provided in accordance with the provisions of this Agreement, the employer's Salary Packaging policy, as amended from time to time, and shall be by separate written agreement between the employer and employee which shall set out the terms and conditions of the arrangement.
- 13.4 The salary packaging arrangement must be cost neutral in relation to the total cost to the employer.
- 13.5 The salary packaging arrangement must also comply with relevant taxation laws and the employer shall not be liable for additional tax, penalties or other costs payable or which may become payable by the employee.
- 13.6 In the event of any increase or additional payments of tax or penalties associated with the employment of the employee or the provision of employee benefits under the salary packaging agreement, such tax, penalties and any other costs shall be borne by the employee. In such event the employee is entitled to terminate the salary packaging arrangement in line with the conditions contained in the separate written agreement.
- 13.7 Regardless of whether or not an employee takes up the salary packaging option, any penalty rate, loading, employer superannuation contribution, termination calculations or other wage related allowances shall continue to be calculated on the basis of the rates of pay set out in the Appendix hereto.

14. - ANNUAL LEAVE

- 14.1 Full-time and part-time employees are entitled to four weeks paid annual leave for each year of completed service in accordance with this clause and the NES..
- 14.2 Leave accrues weekly on a pro rata basis with any untaken leave in one year cumulating to the next year.
- 14.3 Where an employee is entitled to a public holiday, or other period of leave under the NES (other than unpaid parental leave), which falls during a period of annual leave, that day (or part day) shall not be considered to be part of the period of annual leave.
- 14.4 Any time an employee is absent from work (except time for which he/she is entitled to claim personal leave or time spent on public holidays, annual leave, accrued days off or long service leave) will not count towards accumulating annual leave.
- 14.5 **Payment for Annual Leave**
- 14.5.1 During a period of annual leave, an employee shall be paid:
- (a) their ordinary rate of pay for the period taken; and

(b) a loading of 17.5% calculated on the rate expressed in sub-clause 14.5.1(a) on four weeks as outlined in sub-clause 14.1.

14.5.2 Provided that the loading shall not be payable when annual leave is taken in advance. The loading not paid, for the period of leave taken in advance, shall be payable to the employee when they have accrued the entitlement to the leave and next take annual leave.

14.6 Any leave accrued and not taken by the employee prior to termination shall be paid in lieu.

14.7 With the consent of the employer and the employee, annual leave may be taken in more than one period of leave.

14.8 No employee shall be required to proceed on annual leave unless at least two weeks' prior notice is given. The employer will not unreasonably refuse a request to take accrued annual leave.

14.9 At the request of an employee, and with the consent of the employer, accrued annual leave may be taken before the completion of 12 months continuous service.

14.10 On termination, if an employee has taken more leave than they have accrued, the employee shall be liable to pay the amount representing the difference or the employer may deduct this amount from monies due to the employee at the time of termination.

14.11 Christmas/New Year Leave

14.11.1 All employees are entitled to three days paid Christmas/New Year Leave per year to be taken to coincide with the closedown of operations during the period between Christmas and New Year.

14.11.3 In the event that the employer requires an employee to work during the period mentioned in sub-clause 14.11.1, such employees may take the equivalent time off at such other time as is agreed with the employer.

14.11.3 Leave loading does not accrue with respect to the three days mentioned in sub-clause 14.11.1.

14.12 Christmas/New Year Closedown – Telemarketing Division

14.12.1 Notwithstanding the provisions of sub-clause 14.8, employees engaged as Telemarketers are required to take annual leave during the Telemarketing Divisions Christmas closedown period with any remaining accrued leave to be taken at another time by agreement between the employer and the employee.

14.12.2 In the event that the employee does not have sufficient annual leave accrued, the employee may be able to access days in lieu owed or alternatively will be required to take the remaining days on leave without pay for the period of the closedown.

14.13 The provisions of this clause apply to part-time employees on a pro rata basis and do not provide an entitlement to casual employees.

15. – PERSONAL/CARER'S AND COMPASSIONATE LEAVE

- 15.1 Paid leave will be available to an employee who is unable to attend or remain at his or her place of employment during the ordinary hours of work because of:
- 15.1.1 personal illness or injury (sub-clause 15.3); or
 - 15.1.2 the need to care for an immediate family or household member who is ill, injured or where an unexpected emergency affecting the member arises and requires the employee's care and support (carer's leave) (sub-clause 15.4); or
 - 15.1.3 a personal illness or injury that poses a serious threat to the life of, or death of an immediate family or household member (compassionate leave) (sub-clause 15.5).

- 15.2 For the purposes of this clause, "immediate family" includes a spouse, de facto partner, child, parent, grandparent, grandchild or sibling of an employee, or a child, parent, grandparent, grandchild or sibling of a spouse or de facto partner of the employee.

A "de facto partner" is defined as a person who, although not legally married to the employee, lives with the employee in a relationship as a couple on a genuine domestic basis (whether the employee and the person are of the same sex or different sexes) and includes a former de facto partner of the employee.

"Household member" means any other person who lives with the employee as a member of their family.

15.3 Personal Leave

- 15.3.1 An employee who is unable to attend to work for reason of personal illness or injury is entitled to a period not exceeding 93.75 ordinary hours per annum. Personal leave accrues pro rata on a weekly basis according to the ordinary hours of work, but does not accrue during any period of unauthorised absence, unpaid leave or unpaid authorised absence (other than Community Service Leave or a period of stand down).
- 15.3.2 Paid personal leave is paid at the employee's base rate of pay for the ordinary hours the employee would have worked during the period of leave.
- 15.3.3 Where a public holiday falls during a period of paid personal leave, the employee is taken not to be on personal leave on that day.
- 15.3.4 If it is not practicable for the employee to give prior notice of absence, the employee must notify the employer by telephone at the first opportunity.
- 15.3.5 The notice must include:
 - (a) the nature of the injury or illness (if known); and
 - (b) how long the employee expects to be away from work.
- 15.3.6 To be entitled to payment, in respect of any absences exceeding two consecutive working days in any year of service, the employee shall provide proof to satisfy a reasonable person. For the purposes of this Agreement reasonable proof is:

- (a) a medical certificate dated at the time of the absence indicating that the employee was unfit for work because of personal illness or injury; or
- (b) where it is not reasonably practicable to obtain a medical certificate, a statutory declaration detailing the same information as indicated under sub-clause 15.3.6(a);

The number of days' leave of absence which may be granted without proof shall not exceed, in total, five working days in any year of service.

- 15.3.7 Any employee who has been confined to home or hospital due to illness or injury during their annual leave is entitled to claim personal leave and be reimbursed annual leave credits for that period. This shall be provided if a medical certificate is supplied to the employer within 14 days of returning to work verifying confinement.
- 15.3.8 Any employee who has been confined to home or hospital for a period of at least 14 consecutive days due to illness or injury during their long service leave is entitled to claim personal leave and be reimbursed long service leave credits for that period. This shall be provided if a medical certificate is supplied to the employer within 14 days of returning to work verifying confinement.
- 15.3.9 The period reimbursed in 15.3.7 or 15.3.8 shall be taken when convenient to the employer and without further payment of any leave loading.
- 15.3.10 Unused paid personal leave shall accumulate from year to year and may be taken at a later date.
- 15.3.11 This clause does not apply to employees who are entitled to payment under the *Western Australian Workers' Compensation and Injury Management Act 1981*.

15.4 Carer's Leave

Use of Personal Leave

- 15.4.1 An employee with responsibilities to either members of their immediate family or members of their household who need their care or support shall be entitled to paid carer's leave for absence to provide care or support for such persons when they are ill, injured or where an unexpected emergency affecting the member arises.
- 15.4.2 Paid carer's leave is deducted from the employee's accrued paid personal leave.
- 15.4.3 The employee shall, if required by the employer, provide proof to satisfy a reasonable person. For the purposes of this Agreement reasonable proof is:
 - (a) in the case of illness or injury of a member of the employee's immediate family or household:
 - a medical certificate indicating that the immediate family or household member had a personal illness or injury during a period of the leave; or

- a statutory declaration which includes a statement that the employee required leave to provide care or support to an immediate family or household member because of personal illness or injury.
- (b) in the case of an unexpected emergency, a statutory declaration which includes a statement that the employee required leave to provide care or support to an immediate family or household member because of an unexpected emergency affecting that person..
- 15.4.4 The employer may require an employee to provide proof to satisfy a reasonable person of the relationship between the employee and the person that they are taking carer's leave to provide care or support to.
- 15.4.5 The employee shall, wherever practicable, give the employer notice prior to the absence of the intention to take carer's leave, the name of the person requiring care and their relationship to the employee, the reason for taking such leave and the estimated length of absence. If it is not practicable for the employee to give prior notice of absence, the employee shall notify the employer by telephone of such absence at the first opportunity on the day of absence.

Unpaid Leave for Caring Purposes

- 15.4.6 An additional two days of unpaid carer's leave for each permissible occasion will be available for emergencies for employees who have used up their personal leave entitlement.
- 15.4.7 Unpaid carer's leave may be taken in a single unbroken period of two days, or where the employer and employee agree, in separate periods i.e. four half days.
- 15.4.8 Unpaid carer's leave will be conditional upon an employee not having any accumulated paid carer's leave or other authorised leave for carer's leave purposes.
- 15.4.9 Casual employees are entitled to two days unpaid carer's leave for each permissible occasion to be taken as outlined in 15.4.7.

Annual Leave for Caring Purposes

- 15.4.10 Notwithstanding the provisions of this clause, an employee may for caring purposes elect, with the consent of the employer, to take annual leave in single day periods not exceeding five days in any calendar year at a time or times agreed between them.

15.5 Compassionate Leave

- 15.5.1 Employees are entitled to compassionate leave for the purposes of spending time with a person who is a member of the employee's immediate family or a member of the employee's household:
- (a) who has contracted or developed a personal illness that poses a serious threat to his or her life; or
 - (b) who has sustained a personal injury that poses a serious threat to his or her life; or
 - (c) who has died.

- 15.5.2 The minimum entitlement to compassionate leave is three days in respect of each occasion compassionate leave is required. Days in excess of the minimum entitlement are to be approved by the relevant Supervisor/Manager.
- 15.5.3 Notice must be given to the employer as soon as practicable and employees must advise the employer of the period, or expected period, of the leave.
- 15.5.4 Except in the case of casual employees, compassionate leave is payable at the employee's base rate of pay for the ordinary hours the employee would have worked had they not proceeded on the leave.
- 15.5.5 In order to be entitled to compassionate leave employees, if requested by the employer, shall provide evidence to satisfy a reasonable person of the illness, injury or death. The employer may also require the employee to provide proof to satisfy a reasonable person of the relationship between the employee and the person he /she is taking compassionate leave for.
- 15.6 The provisions of this clause apply to part-time employees on a pro rata basis.
- 15.7 Except for unpaid carer's leave, this clause does not provide an entitlement to casual employees. When taking unpaid carer's leave, casual employees must comply with the notice and evidence requirements as specified under sub-clause 15.4.

16. - PARENTAL LEAVE

- 16.1 Full-time, part-time and eligible casual employees are entitled to, after 12 months continuous service with the employer, up to 52 weeks unpaid parental leave following the birth or adoption of a child in accordance with the Act.
- 16.2 An eligible casual employee is a casual employee who has been employed by the employer on a regular and systematic basis during a period of at least 12 months and who, but for the expected birth or placement of a child would have a reasonable expectation of continuing engagement with the employer of a regular and systematic basis.
- 16.3 An employee may request to return to work at their substantive level after a period of parental leave on either a temporary or casual basis and at the number of shifts per week or fortnight requested. The employer may refuse, on reasonable grounds related to the effect on the workplace or the employer's business. Such grounds might include cost, lack of adequate replacement staff, loss of efficiency and the impact on customer service.
- 16.4 Where more than one employee applies for parental leave to act as a primary care giver to the same child, such leave will not be taken at the same time as another family member who is also employed by the employer and wishes to access the primary carer parental leave. Provided that employees shall be entitled to take concurrent leave to a maximum of three weeks and in accordance with the provisions of the Act.

Right to Request

- 16.5 An employee entitled to parental leave pursuant to the provisions of this clause may, in writing, request the employer to allow the employee:
- 16.5.1 to extend the period of concurrent parental leave provided for in sub-clause 16.4

up to an additional three unpaid weeks;

16.5.2 to extend the period of unpaid parental leave provided for in sub-clause 16.1 by a further continuous period of leave not exceeding 12 months;

16.5.3 to return from a period of parental leave on a part-time basis until the child reaches school age;

to assist the employee in reconciling work and parental responsibilities.

16.6 The employer will consider the request having regard to the employee's circumstances and, provided the request is genuinely based on the employee's parental responsibilities, may only refuse the request on reasonable grounds related to the effect on the workplace or the employer's business. Such grounds might include cost, lack of adequate replacement staff, loss of efficiency and the impact on customer service.

Employee's request and the employer's decision to be in writing

16.7 The employee's request under sub-clause 16.5 and the employer's decision under sub-clause 16.6 must be recorded in writing.

Request to return to work part-time

16.8 Where an employee wishes to make a request under sub-clause 16.5.3, such a request must be made as soon as possible but no less than seven weeks prior to the date upon which the employee is due to return to work from parental leave.

Communication during parental leave

16.9 Where an employee is on parental leave and a definite decision has been made to introduce significant change at the workplace, the employer will take reasonable steps to:

16.9.1 make information available in relation to any significant effect the change will have on the status or responsibility level of the position the employee held before commencing parental leave; and

16.9.2 provide an opportunity for the employee to discuss any significant effect the change will have on the status or responsibility level of the position the employee held before commencing parental leave.

16.10 The employee will take reasonable steps to inform the employer about any significant matter that will affect the employee's decision regarding the duration of parental leave to be taken, whether the employee intends to return to work and whether the employee intends to request to return to work on a part-time basis.

16.11 The employee will also notify the employer of changes of address or other contact details which might affect the employer's capacity to comply with sub-clause 16.10.

Summary of entitlement

16.12 The following provides a summary of the entitlement as detailed in the Act.

16.13 Unpaid parental leave can be taken as either ordinary parental leave, special maternity leave because the employee has a pregnancy related illness or the pregnancy has ended within 28 weeks before the expected date of birth other than by the birth of a living child, or adoption leave.

- 16.14 To have an entitlement to parental leave the employee must have, or would have, completed at least 12 months continuous service with the employer immediately before the expected date of birth of the child.
- 16.15 For ordinary parental leave the employee must provide the employer with:-
- 16.15.1 a written application for parental leave at least 10 weeks before the first day of the intended period of leave stating the first and last days of the leave;
 - 16.15.2 a medical certificate confirming the expected date of birth;
 - 16.15.3 a statutory declaration also needs to be provided detailing the following information:
 - (a) that the employee intends to be the child's primary caregiver at all times while on maternity leave;
 - (b) that the employee will not engage in any conduct inconsistent with her contract of employment while on maternity leave.
- 16.16 If an employee is entitled to parental leave and has complied with the documentation requirements, and has a medical certificate stating that she is fit to work but it is inadvisable for her to continue in her present position, then:
- 16.16.1 if the employer thinks that it is reasonably practicable for the employer to transfer the employee to a safe job, then the employer will do so with no change to the employee's terms and conditions of employment; or
 - 16.16.2 if the employer does not think it is reasonably practicable to transfer the employee to a safe job the employee may be entitled to paid leave for the period it is inadvisable for her to continue in the present position or until the day before the date of birth of the child.
- 16.17 Parental leave will normally commence within six weeks before the expected date of birth of the child. Where work continues within six weeks of the expected birth, the employer may require a medical certificate stating whether the employee is fit to work and if so whether it is inadvisable for the employee to continue working in her current position.
- 16.18 In addition to the provisions provided for under the Act in respect of special maternity leave, where an employee then on maternity leave suffers illness related to her pregnancy, she may take such paid personal leave as to which she is then entitled and such further unpaid leave (known as special maternity leave) as a registered medical practitioner certifies is necessary before her return to work, provided that the aggregate of paid personal leave, special maternity leave and maternity leave shall not exceed 12 months.
- 16.19 Once commenced, parental leave may be varied by:
- 16.19.1 the employee giving 14 days written notice to extend their period of parental leave, stating the period by which it is to be extended. This may only occur once;
 - 16.19.2 by agreement between the employee and the employer to extend the period;
 - 16.19.3 by written agreement between the employee and the employer to shorten the period.

- 16.20 Prior to returning back to work the employee must give the employer at least four weeks written notice of the proposed day of return to work.

Return to work after parental leave

- 16.21 On completion of parental leave an employee is entitled to return to the position they held immediately before starting parental leave.
- 16.22 If the position referred to in sub-clause 16.21 is not available due to a major organisational restructure the employee is entitled to an available position:
- 16.22.1 for which the employee is qualified; and
 - 16.22.2 that the employee is capable of performing, most comparable in status and pay to that of their former position without loss of income. Provided that where immediately before starting parental leave, an employee was acting in, or performing on a temporary basis the duties of, the position referred to in sub-clause 16.21 above, that paragraph applies only in respect of the position held by the employee immediately before taking the acting or temporary position.

Paid Parental Leave Component

- 16.23 Employees, excluding eligible casuals, who have served continuously for 12 months and who are the primary care giver will be eligible for paid parental leave of six consecutive weeks. This paid parental leave will form part of the 52 week entitlement provided for in subclause 16.1.
- 16.24 For the purposes of this provision continuous service means service from the date of commencement of an employee's employment. However leave without pay, other than approved unpaid parental leave, shall not count as service.
- 16.25 Paid parental leave will be paid at the commencement of the leave and at ordinary rates of pay not including the payment of any form of allowance or penalty.
- 16.26 Absence on paid parental leave counts as service for the purpose of accruing entitlements to sick leave, annual leave or long service leave.
- 16.27 This provision is to be read in conjunction with the Paid Parental Leave Policy, as amended from time to time.

17. - LONG SERVICE LEAVE

- 17.1 Subject to the provisions in this clause, all employees will be entitled to long service leave in accordance with the provisions of the *Long Service Leave Act 1958 (WA)*.
- 17.2 An employee shall be entitled to thirteen weeks' long service leave on full pay on completion of seven years' continuous service.
- 17.3 For each and every subsequent period of seven years' continuous service an employee shall be entitled to an additional thirteen weeks' long service leave on full pay.
- 17.4 The employee is to give to the employer at least four weeks' notice of the period during which the employee intends to take the long service leave.

- 17.5 Upon application by an employee, an employer may approve of the taking by an employee:
- 17.5.1 of double the period of long service leave entitlement on half pay, in lieu of the period of long service leave entitlement on full pay; or
 - 17.5.2 of any portion of long service leave entitlement on full pay or double such period on half pay.
 - 17.5.3 A full time employee who, during a qualifying period towards an entitlement of long service leave was employed continuously on both a full time and part time basis may elect to take a lesser period of long service leave calculated by converting the part time service to equivalent full time service.
 - 17.5.4 Notwithstanding the provisions of sub-clause 17.5.2 of this clause, an employee who has elected to compact an accrued entitlement to long service leave in accordance with sub-clause 17.5.3 of this clause shall only take such leave in one period of full pay.
- 17.6 Employees are encouraged to take their accrued long service leave entitlement within two years of the entitlement falling due.
- 17.7 If a public holiday occurs during a period of long service leave taken by an employee under sub-clauses 17.2 or 17.3 of this clause and the employee is otherwise entitled to that holiday under the employee's conditions of employment, the period of long service leave is increased by one day for each such public holiday.
- 17.8 Pro-rata long service leave will be payable on termination of employment (other than for serious misconduct) in respect of each completed year of service, provided the employee has completed not less than seven years of continuous service with the employer.

18 – CASHING OUT OF ANNUAL LEAVE AND/OR LONG SERVICE LEAVE ENTITLEMENTS
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- 18.1 The employer and employee agree that the employee may, at the discretion of the employer, cash out a proportion of their accrued entitlement to annual leave and/or long service leave in accordance with the following conditions:
- 18.1.1 Paid annual leave must not be cashed out if the cashing out would result in the employee's remaining accrued entitlement to paid annual leave being less than four weeks;
 - 18.1.2 Each cashing out of a particular amount of paid annual leave or long service leave must be by a separate agreement in writing between the employer and the employee; and;
 - 18.1.3 The employee must be paid at least the full amount that would have been payable to the employee had the employee taken the leave that the employee has foregone.
- 18.2 This clause does not provide an entitlement to casual employees with respect to annual leave.

19. - PUBLIC HOLIDAYS

- 19.1 For the purposes of this clause the following days, or the days observed in lieu of those days, shall be observed as public holidays without deduction of pay:
- New Year's Day, Australia Day, Good Friday, Easter Monday, Anzac Day, Labour Day, Foundation Day, Sovereign's Birthday, Christmas Day and Boxing Day.
- 19.2 When any of the days mentioned in sub-clause 19.1 falls on a Saturday or a Sunday the holiday shall be observed on the next succeeding Monday and when Boxing Day falls on a Sunday or a Monday, the holiday shall be observed on the next succeeding Tuesday. In each case the substituted day shall be a holiday without deduction of pay and the day for which it is substituted shall not be a holiday.
- 19.3 Where employees are not required to work on a day which they are normally required to work because it is a public holiday, they will be paid for the ordinary hours of work on that day.
- 19.4 All time worked on a holiday provided by this clause, shall be paid at the rate of double time and a half.

20. - STUDY LEAVE

- 20.1 Upon application and subject to approval by the relevant Supervisor/Manager, where an employee is engaged in a course of study which is relevant to their profession or work, time off without deduction of pay may be granted as follows:
- 20.1.1 to attend classes, lectures or tutorials – up to two hours per week;
 - 20.1.2 to prepare for examinations – up to two days per calendar year;
 - 20.1.3 to attend final examinations – the day of the examination.
- 20.2 Approval may be granted for additional time off during working hours provided a mutually acceptable arrangement is made between the employee and employer for that time to be made up.

21. - COMMUNITY SERVICE LEAVE

- 21.1 Employees (including casual employees) are entitled to community service leave in accordance with the NES and relevant State Legislation to attend:
- 21.1.1 jury service; or
 - 21.1.2 a voluntary emergency management activity with a recognised body to deal with an emergency or natural disaster.
- 21.2 Employees are required to notify the employer as soon as reasonably practicable of their intention to take leave and advise the period (or expected period) of the absence.

- 21.3 Where an employee:
- 21.3.1 is required to attend jury service the employee will be paid the amount that they would reasonably have expected to have been paid during the period of jury service;
 - 21.3.2 is absent from work because the employee is carrying out an “emergency management response” as defined in the *Emergency Management Act 2005* (WA), the employee will be paid at their ordinary rate of pay for the ordinary hours the employee was scheduled to work.
- 21.4 To be entitled to community service leave employees must provide proof to satisfy a reasonable person that they have been / will be engaged in an eligible community service activity. For employees on jury service, they are also required to provide an attendance certificate.

22. – WORKPLACE REPRESENTATIVES
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- 22.1. The employer acknowledges that Union Workplace Representatives (Delegates) have a legitimate role and function in the workplace and in assisting the Union.
- 22.2 Workplace Representatives shall have the right to reasonable paid time without loss of pay during normal working hours to consult with union members and perform their role, provided such time is taken in consultation with their immediate supervisor and take into account operational requirements.
- 22.3 Workplace Representatives shall be provided, where possible, with reasonable access to facilities required for the purposes of carrying out their duties. Facilities may include the use of meeting rooms, noticeboards, telephone, photocopier, facsimile and e-mail.
- 22.4 The employer shall provide each Workplace Representatives with up to five days per annum of paid time to participate and attended accredited Union education courses or delegate conventions subject to the following:
- 22.4.1 That the requests are in writing and that the Union confirms in writing the attendance by the employee prior to payment for time being made;
 - 22.4.2 That at least three weeks notice is given of intention to attend;
 - 22.4.3 The employer is advised of the details of the training or conventions being attended; and
 - 22.4.4 The approval of the employer, taking into account operational requirements.
- 22.5 The employer recognises that Workplace Representatives have the right to be treated fairly and to perform their role without any discrimination in their employment.
- 22.6 The Workplace Representative’s rights shall not be exercised during working hours to the detriment of the employees and the employer’s responsibilities in providing care and supervision to clients and staff.

23. – HEALTH SERVICES UNION INFORMATION

- 23.1 The employer recognises the right of all employees to join a union, to access meaningful union representation, to participate collectively in workplace issues, and to collectively bargain through their union.
- 23.2 At the commencement of employment, employees will be provided with the Union website address, Union pamphlet and advised of the name(s) and contact details of the Union Workplace Representatives (Delegates). Such information shall be provided by the Union to the employer for its dissemination.

24. - TERMINATION

24.1 Notice of Termination by Employer:

- 24.1.1 In order to terminate the employment of an employee the employer shall give the employee the following notice:

Period of Continuous Service	Period of Notice
During the first year	1 week
More than one year but less than 3 years	2 weeks
3 years but less than 5 years	3 weeks
5 years and over	4 weeks

The notice period shall be increased by one week where the employee is over 45 years old and has completed at least two years continuous service with the employer.

- 24.1.2 Notice of the effective day of termination shall be provided in writing to the employee.
- 24.1.3 Payment in lieu of the notice prescribed in paragraph 24.1.1 of this sub-clause shall be made if the appropriate notice period is not given. Provided that employment may be terminated by part of the period of notice specified and part payment in lieu thereof.
- 24.1.4 In calculating any payment in lieu of notice the employer shall pay the employee the ordinary salary for the period of notice had the employment not been terminated.
- 24.1.5 Notwithstanding the provisions of this clause, the employer may dismiss the employee without notice for serious misconduct, or other reasons justifying such action.

24.2 Notice of Termination by Employee

- 24.2.1 The notice of termination required to be given by an employee shall be the same as that required of the employer.
- 24.2.2 If an employee fails to give the required notice or fails to work out the required notice period, the employer may deduct from monies owing to the employee upon

termination an amount equivalent to the salary or wage the employee would have earned for working the balance of the required notice period.

- 24.3 On the termination of service an employee shall, on request, be given a certificate setting out the length of service.

25. – INTRODUCTION TO CHANGE & REDUNDANCY
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Introduction to Change

- 25.1 Where the employer has made a definite decision to introduce major changes in production, program, organisation, structure or technology that is likely to have significant effects on employees covered by this Agreement, the employer will notify the employees who may be affected by the proposed changes, the Union and any other representative nominated by the employee(s).
- 25.2. Significant effects include termination of employment; major changes in the composition, operation or size of the employer's workforce or in the skills required; the elimination or 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. Provided that where this Agreement makes provision for alteration of any of these matters an alteration is deemed not to have significant effect.
- 25.3. The employer will consult with the affected employees, the Union and any other representative nominated by the employee(s) the introduction of the major changes, the effects the changes are likely to have on employees and measures to avert or mitigate any adverse effects of such changes on employees. The employer will give prompt consideration to matters raised by the employees, the Union and any other representative nominated by the employee(s) in relation to the changes.
- 25.4. The discussions will commence as early as practicable after a definite decision has been made by the employer to make a major change.
- 25.5. As part of the discussions the employer will provide in writing to the affected employees, the Union and any other representative nominated by the employee(s) all relevant information about the changes including the nature of the changes proposed, the expected effects of the changes on employees and any other matters likely to affect employees.
- 25.6. The employer, the Union and any other representative nominated by the employee(s) must act in good faith in relation to the consultation process. 'Good faith' includes, as appropriate to the circumstances, disclosure of relevant information, genuine consideration of proposals and responding with reasons, and to refrain from capricious or unfair conduct that undermines consultation. However, the employer is not required to disclose confidential or commercially sensitive information.
- 25.7. At any stage during this process an employee may appoint a representative of their choice in writing. The employer's obligation to consult or provide information to a representative only occurs after the notice is provided to the employer.

Redundancy

- 25.8 Subject to the provisions of this clause, where an employee is terminated for reason of redundancy the employer will comply, where applicable, with the redundancy provisions contained in the NES.

25.9 An employee whose employment is terminated for reason of redundancy is entitled to the following amount of severance pay in respect of a period of continuous service in addition to the period of notice given by the employer in accordance with sub-clause 24.1 of Clause 24 - Termination:

Period of Continuous Service	Severance Pay
Less than 1 year	Nil
At least 1 year but less than 2 years	4 week's pay*
At least 2 years but less than 3 years	6 week's pay
At least 3 years but less than 4 years	7 week's pay
At least 4 years but less than 5 years	8 week's pay
At least 5 years but less than 6 years	10 week's pay
At least 6 years but less than 7 years	11 week's pay
At least 7 years but less than 8 years	13 week's pay
At least 8 years but less than 9 years	14 week's pay
At least 9 years but less than 10 years	16 week's pay
At least 10 years and thereafter	2 week's additional pay for each completed year of service

* **Week's pay** means the ordinary time rate of pay for the employee concerned. Provided that such rate shall exclude:

- overtime;
- penalty rates;
- higher duties allowance;
- disability allowances;
- shift allowances;
- special rates;
- fares and travelling time allowances;
- bonuses; and

any other ancillary payments of a like nature.

25.10 Provided that the maximum severance payment under this clause shall not exceed 45 week's salary.

25.11 **Transfer to Lower Paid Duties**

Where an employee is transferred to lower paid duties by reason of redundancy the same period of notice must be given as the employee would have been entitled to if the employment had been terminated and the employer may at the employer's option, make payment in lieu thereof of an amount equal to the difference between the former ordinary rate of pay and the new ordinary time rate for the number of weeks notice still owing.

25.12 **Employee Leaving During Notice Period**

An employee given notice of termination in circumstances of redundancy may terminate his/her employment during the period of notice set out in Clause 24 – Termination. In this circumstance the employee will be entitled to receive the benefits and payments they would

have received under this clause had they remained with the employer until the expiry of the notice, but will not be entitled to payment in lieu of notice.

25.13 Job Search Entitlement

25.13.1 During the period of notice of termination given by the employer in accordance with sub-clause 24.1 of Clause 24 – Termination, an employee shall be allowed up to one day's time off without loss of pay during each week of notice for the purpose of seeking other employment.

25.13.2 If the employee has been allowed paid leave for more than one day during the notice period for the purpose of seeking other employment, the employee shall, at the request of the employer, be required to produce proof of attendance at an interview or he or she shall not receive payment for the time absent. For this purpose a statutory declaration will be sufficient.

25.14 Outplacement Services

If requested by an employee, the employer shall provide at the employer's expense, three consultations for professional out placement advice.

25.15 Employees Exempted

This clause does not apply to:

- (a) employees whose period of continuous service with the employer is less than 12 months
- (b) employees terminated as a consequence of serious misconduct that justifies dismissal without notice;
- (c) probationary employees;
- (d) apprentices;
- (e) trainees;
- (f) employees engaged for a specific period of time or for a specified task or tasks;
- (g) casual employees;
- (h) there is a transfer of employment where an employee accepts employment with the new employer who agrees to recognize the employee's service with the employer; or
- (i) there is a transfer of employment and an employee rejects an offer of employment with the new employer which recognizes the employee's service with the employer and the terms and conditions of employment offered are on an overall basis no less favourable than those provided by the employer.

26. - CONFIDENTIALITY

- 26.1 An employee shall not, either during or after the term of employment (except as authorised or required by an employee's duties) disclose to any other person, firm, corporation or organisation or use or attempt to use in any manner which may injure or cause loss directly or indirectly to the employer, without the previous consent in writing of the employer, any confidential information relating to the employer or any information concerning or relating to the business or activities of the employer including any records or information relating to clients learned by the employee during the course of employment. These provisions include, but are not limited to business strategies, marketing decisions, and product ranges, which are to be kept in total confidence.

- 26.2 During employment and as far as reasonable thereafter, an employee shall use their best endeavours to prevent the disclosure of any confidential information relating to the employer by a third party.
- 26.3 All notes, memoranda, records and writings made by an employee relative to the affairs of the employer shall be and remain the property of the employer and shall in any event be handed over by the employee to the employer at the end of employment with the employer.
- 26.4 The employer, except as is required by law, shall not disclose information concerning employees without their prior consent.
- 26.5 Nothing in this Agreement shall be taken as in any way prohibiting or restricting the disclosure of details of this Agreement or matters relating thereto by either party to any other person.

27. – DISPUTES RESOLUTION PROCEDURES

- 27.1 The following provisions shall apply to any disputes that arise between the parties covered by this Agreement about any matter arising under this Agreement or in relation to the NES.
- Step 1 The employee(s) shall raise the issue or dispute with her/his supervisor and, if there is another party involved with that party, at the earliest opportunity. The parties meet to discuss the issue and seek to agree on appropriate action to resolve the dispute.
- Step 2 In the event that the issue is not resolved at Step 1, either party may refer the matter to the employee's appropriate line Manager or their delegated representative who shall attempt to resolve the issue.
- Step 3 In the event that the issue is not resolved at step 2, either party may refer the matter to the employee's appropriate Director or more senior management who shall attempt to resolve the issue.
- Step 4 In the event that the issue is not resolved at step 1, 2, or 3, the issue will be referred to the Chief Executive Officer or his/her delegated representative who shall attempt to resolve the matter.
- Step 5 If the matter is not resolved by Step 4, either party may refer the matter to a mutually agreed third party for mediation. Should the parties not agree on the appointment of a third party for mediation, then either party may refer the matter to Fair Work Australia in accordance with Step 6.
- Step 6 If the matter is not resolved by Step 5, either party may refer the matter to Fair Work Australia to assist in resolving the dispute. Fair Work Australia is empowered to take all necessary action to resolve the dispute by conciliation, and/or by arbitration.
- 27.2 At any step as outlined in sub-clause 27.1, either party may appoint, in writing, a representative in writing to assist in the resolution of the dispute. A representative could include and is not limited to one of the following:

- 27.2.1 a Union representative;
 - 27.2.2 a lawyer;
 - 27.2.3 a work colleague;
 - 27.2.4 a friend or relative.
- 27.3 Reasonable time limits shall be set by the parties in proceeding through the steps outlined in sub-clause 27.1.
- 27.4 The terms of any agreed settlement reached at any of the steps outlined in sub-clause 27.1 are to be jointly recorded.
- 27.5 Whilst the steps as outlined in sub-clause 27.1 are in progress, no industrial action shall be taken and no action prejudicial to any party shall be taken pending resolution of the issue.

28. - SIGNATORIES TO AGREEMENT

For and on behalf of:

Association for the Blind of Western Australia Inc.



DR MARGARET ANNE CROWLEY
Chief Executive Officer

61 Kitchener Avenue
VICTORIA PARK WA 6100

27.10.2011

Dated

For and on behalf of:

Health Services Union



DANIEL PATRICK HILL
Secretary

8 Coolgardie Terrace
PERTH WA 6000

02 November 2011

Dated

**Association for the Blind of Western Australia Inc.
Enterprise Agreement 2011 - 2014**

APPENDIX 1 – RATES OF PAY

		\$ per annum from fpp on or after July 2011	\$ per annum from fpp on or after July 2012	\$ per annum from fpp on or after July 2013
<u>LEVEL 1</u>				
UNDER 17		19290	20062	20864
17 YEARS		22151	23037	23958
18 YEARS		25482	26501	27561
19 YEARS		28280	29411	30587
20 YEARS		31754	33024	34345
	1.1	34887	36282	37734
	1.2	35739	37168	38655
	1.3	36585	38049	39570
	1.4	37567	39070	40632
<u>LEVEL 2</u>				
	2.1	38416	39952	41550
	2.2	39264	40835	42468
	2.3	40106	41710	43378
	2.4	40782	42413	44109
	2.5	41777	43448	45186
<u>LEVEL 3</u>				
	3.1	42956	44674	46461
	3.2	44028	45790	47621
	3.3	45049	46851	48725
	3.4	46679	48547	50488
<u>LEVEL 4</u>				
	4.1	47532	49433	51411
	4.2	48808	50761	52791
	4.3	50124	52129	54214
	4.4	51854	53929	56086
<u>LEVEL 5</u>				
	5.1	52828	54941	57139
	5.2	54164	56331	58584
	5.3	55540	57762	60072
	5.4	56956	59234	61603
<u>LEVEL 6</u>				
	6.1	59680	62068	64550
	6.2	61702	64170	66737
	6.3	64577	67160	69846
<u>LEVEL 7</u>				
	7.1	66115	68759	71510
	7.2	68064	70786	73618
	7.3	70082	72886	75801
<u>LEVEL 8</u>				
	8.1	73031	75952	78990
	8.2	75452	78470	81609
<u>LEVEL 9</u>				
	9.1	79111	82275	85566
	9.2	81656	84922	88319

*Association for the Blind of Western Australia Inc.
Enterprise Agreement 2011 - 2014*

	\$ per annum from fpp on or after July 2011	\$ per annum from fpp on or after July 2012	\$ per annum from fpp on or after July 2013
<u>LEVEL 10 ONWARDS</u>			
10.1	84444	87822	91334
10.2	88926	92483	96183
11.1	92508	96208	100057
11.2	96149	99995	103995
12.1	101141	105187	109394
12.2	104514	108694	113042
12.3	108362	112696	117204

APPENDIX 2 – CLASSIFICATIONS

LEVEL 1

Account Receivable Assistant
Library Assistant
Cafe Assistant
Cleaner

LEVEL 1/2

Telemarketing Operator
Library Assistant

LEVEL 2

Activity Officer
Café Assistant

LEVEL 2/3

Braille Production Officer
Administration Officer
Audio Production Officer
Community Relations Officer

LEVEL 3

Braille Instructor
Trainee Training and Development Officer
Children Services Program Officer
Assistive Technology Assistant
Community Relations Officer
Occupational Therapy Assistant
Accounts Clerk
Activity Officer - Woodwork
Audio Production Technician
Transport Officer

LEVEL 3/4

Graphic Designer

LEVEL 4

HR/Payroll Assistant
IT Assistant
Property Services Officer (Maintenance)
Community Relations Officer
Special Projects Officer (Industry Skills)

LEVEL 4/5

Training and Development Officer
Assistive Technology Consultant

LEVEL 4/5 Continued

Library Supervisor
Telemarketing Supervisor

LEVEL 5

Computer Programmer
Community Relations Officer
Senior Recreation Officer
Senior Leisure Officer
Vocational Education Officer

LEVEL 5/6

Psychologist
Physiotherapist
Occupational Therapist
Social Worker
Speech Pathologist
Social Worker
Guide Dog Instructor
Orientation and Mobility Instructor

LEVEL 6

Executive Assistant to CEO
Administration Coordinator
Assistant Accountant
Early Childhood Teacher
Cafe Manager
Manager

LEVEL 7

Community Relations Coordinator
Special Projects Officer

LEVEL 7/8

Program Manager/Manager

LEVEL 9

Finance Manager

LEVEL 10

Manager IT

LEVEL 12

Director

APPENDIX 3 – SUPPORTED WAGE SYSTEM

This Appendix defines the conditions which will apply to employees who, because of the effects of a disability, are eligible for a supported wage under the terms of this Agreement.

In this Appendix:

“Approved assessor” means a person accredited by the management unit established by the Commonwealth under the supported wage system to perform assessments of an individual’s productive capacity within the supported wage system.

“Assessment instrument” means the tool provided for under the supported wage system that records the assessment of the productive capacity of the person to be employed under the supported wage system.

“Disability support pension” means the Commonwealth pension scheme to provide income security for persons with a disability as provided under the *Social Security Act 1991* (Cth), as amended from time to time, or any successor to that scheme.

“Relevant minimum wage” means the minimum wage prescribed in this Agreement as outlined under Appendix 1 for the class of work for which an employee is engaged.

“Supported wage system (SWS)” means the Commonwealth Government system to promote employment for people who cannot work at full wages because of a disability, as documented in the Supported Wage System Handbook. The Handbook is available from the following website: www.jobaccess.gov.au.

“SWS wage assessment agreement” means the document in the form required by the Department of Education, Employment and Workplace Relations that records the employee’s productive capacity and agreed wage rate.

Eligibility Criteria

Employees covered by this Appendix will be those who are unable to perform the range of duties to the competence level required within the class of work for which the employee is engaged under this Agreement, because of the effects of a disability on their productive capacity, and who meet the impairment criteria for receipt of a disability support pension.

This Appendix does not apply to any existing employee who has a claim against the employer which is subject to the provisions of workers compensation legislation or any provision of this Agreement relating to the rehabilitation of employees who are injured in the course of their employment.

Supported Wage Rates

Employees to whom this Appendix applies will be paid the applicable percentage of the relevant minimum wage according to the following table:

Assessed Capacity %	Relevant Minimum Wage %
10	10
20	20
30	30
40	40
50	50

60	60
70	70
80	80
90	90

Provided that the minimum amount payable must be not less than \$75 per week.

Where an employee's assessed capacity is 10%, they must receive a high degree of assistance and support.

Assessment of Capacity

For the purpose of establishing the percentage of the relevant minimum wage, the productive capacity of the employee will be assessed in accordance with the Supported Wage System by an approved assessor, having consulted the employer and employee and, if the employee so desires, the Union.

All assessments made under this Appendix must be documented in an SWS wage assessment agreement, and retained by the employer as a time and wages record in accordance with the Act.

Lodgement of SWS Wage Assessment Agreement

All SWS wage assessment agreements under the conditions of this Appendix, including the appropriate percentage of the relevant minimum wage to be paid to the employee, must be lodged by the employer with Fair Work Australia.

All SWS wage assessment agreements must be agreed and signed by the employee and employer parties to the assessment. Where the Union is not a party to the assessment, the assessment will be referred by Fair Work Australia to the Union by certified mail and the agreement will take effect unless an objection is notified to Fair Work Australia within 10 working days.

Review of Assessment

The assessment of the applicable percentage should be subject to annual or more frequent review on the basis of a reasonable request for such a review. The process of review must be in accordance with the procedures for assessing capacity under the supported wage system.

Other Terms and Conditions of Employment

Where an assessment has been made, the applicable percentage will apply to the relevant minimum wage only. Employees covered by the provisions of this Appendix will be entitled to the same terms and conditions of employment as other workers covered by this Agreement on a pro rata basis.

Workplace Adjustment

An employer wishing to employ a person under the provisions of this Appendix must take reasonable steps to make changes in the workplace to enhance the employee's capacity to do the job. Changes may involve re-design of job duties, working time arrangements and work organisation in consultation with other workers in the area.

Trial Period

In order for an adequate assessment of the employee's capacity to be made, an employer may employ a person under the provisions of this Appendix for a trial period not exceeding 12 weeks, except that in some cases additional work adjustment time (not exceeding four weeks) may be needed.

During that trial period the assessment of capacity will be undertaken and the percentage of the relevant minimum wage for a continuing employment relationship will be determined.

The minimum amount payable to the employee during the trial period must be no less than \$75 per week.

Work trials should include induction or training as appropriate to the job being trialled.

Where the employer and employee wish to establish a continuing employment relationship following the completion of the trial period, a further contract of employment will be entered into based on the outcome of assessment under the Assessment of Capacity sub-clause of this Appendix.