

**REGISTER OF
ENTERPRISE AGREEMENTS**

ENTERPRISE AGREEMENT NO: EA02/32

TITLE: UnitingCare Burnside Enterprise Agreement 2001

I.R.C. NO: 2002/426

DATE APPROVED/COMMENCEMENT: 19 February 2002

TERM: 19 February 2005

**NEW AGREEMENT OR
VARIATION:** New. Replaces EA98/60 & EA93/377

GAZETTAL REFERENCE: 28 March 2002

DATE TERMINATED:

NUMBER OF PAGES: 31

COVERAGE/DESCRIPTION OF

EMPLOYEES: Administrative & Secretarial Staff, Professional Youth & Family Welfare Workers, Social Workers, Youth & Family Services Co-ordinators, Policy & Research Officers, Maintenance Worker, Gardeners, Education Support Workers & Tutors employed at Head Office, Foster Care & Youth Services, Burnside Family Learning Centre, Cabramatta Centre, Central Coast, Central Coast Family Centre, Mcarthur Family Centre, Macarthur Youth Resource Centre, Coffs Harbour Family Centre, Coffs Harbour HIFS Service, Port Macquarie, Burnside Dubbo, St. Andrews Farm and Bidwill

PARTIES: Burnside Uniting Church in Australia -&- the New South Wales Independent Education Union, Anne Abbey, Marie Atkinson, Kate Finlay



AS AT 24 JANUARY 2002

Excl F

UNITINGCARE BURNSIDE ENTERPRISE AGREEMENT
2001



UNITINGCARE BURNSIDE ENTERPRISE AGREEMENT 2001

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Clause No. Subject Matter

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Registered
Enterprise Agreement
Industrial Registrar

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2. AGREEMENT TITLE

This agreement shall be known as the *UnitingCare* Burnside Enterprise Agreement 2001.

3. PARTIES TO THE AGREEMENT

This agreement is made in accordance with the provisions of sections 32 - 47 of the *Industrial Relations Act 1996*. The parties to this agreement are *UnitingCare* Burnside (an agency of **NSW Synod** of the Uniting Church in Australia) of 13 Blackwood Place, North Parramatta on the one part and the employees of *UnitingCare* Burnside.



4. THE ENTERPRISE

The enterprise for which this agreement is made is *UnitingCare* Burnside at its various locations throughout New South Wales.

5. THE INTENTION

This agreement replaces and consolidates the differing provisions of two former enterprise agreements for these parties - Burnside Staff Enterprise Agreement 1997 (EA98/60) and the Burnside Substitute Care Staff Agreement (EA377/93). This agreement will regulate the terms and conditions of employment for employees at *UnitingCare* Burnside as follows:

5.1 Part A shall apply to all employees engaged in accordance with this agreement, **except for teachers for Clause 7, Increases In Wages, Except Teachers.**

5.2 Part B shall apply to all employees other than Employees Engaged to Work Shifts As Direct Care Workers/Residential Care Youth Workers. The employees covered by Part B were previously engaged in accordance with the Burnside Staff Enterprise Agreement 1997.

The terms and conditions contained in Part B only set some conditions of employment for these employees and should be read in conjunction with the respective parent awards as noted in Clause 15, Classifications and Parent Awards of Part B.

5.3 Part C shall apply to Employees Engaged to Work Shifts as Direct Care Workers/Residential Care Youth Workers only. The employees covered by Part C were previously engaged in accordance with the Burnside Substitute Care Staff Agreement. The Burnside Substitute Care Staff Agreement covered the conditions of employment wholly rather than in part.

The terms and conditions contained in Part C set some conditions of employment for these employees and should be read in conjunction with the parent award which is the Social and Community Services **Employees** (State) Award.

5.4 Part D, Monetary Rates includes the various tables of monetary rates to be paid to the respective classifications of employees in Part B and Part C, **excepting employees engaged as teachers.**

5.5 **Part E, Method of Calculation of Rates of Pay for Teachers, includes the agreed formula for the method of calculation of hourly rates.**

5.6 Part F, includes the signatories to this agreement.



**PART A - APPLICABLE TO ALL EMPLOYEES, EXCEPT FOR TEACHERS FOR
CLAUSE 7, INCREASES IN WAGES, EXCEPT TEACHERS**

6. TERMS OF THE AGREEMENT

This agreement shall operate from the beginning of the first full pay period to commence on or after (date of approval* by the Industrial Relations Commission of New South Wales) and shall remain in force for a period of three (3) years.

* 19 FEB
2002

7. INCREASES IN WAGES, EXCEPT TEACHERS

- 7.1 From the beginning of the first full pay period to commence on or after the date of approval of this agreement by the Industrial Relations Commission of New South Wales, employees will receive an 8% increase in salaries.
- 7.2 This increase is based upon a 6% Consumer Price Index (CPI) figure for the year ended 30 June 2001 (Australian Bureau of Statistics figure, All Cities Index) and a 2% general wage increase.
- 7.3 There will be two further increases paid throughout the life of this agreement and these separate increases will be paid on the 12th and 24th month anniversary after the date of approval by the Industrial Relations Commission of New South Wales.
- 7.4 These increases will be based upon the CPI figure for the respective years (ABS figures on same basis as for the first increase) plus a further general wages increase. The percentage increases will be a total of the two figures rather than a cumulative amount, for each respective year.
- 7.5 The general increase for 2002 will be 3%. Therefore, the minimum increases to be paid at this time will be 3%.
- 7.6 The general increase for 2003 will be 3%. Therefore, the minimum increases to be paid at this time will be 3%.
- 7.7 The increase in salaries to be effective from the first full pay period to commence on or after approval by the Industrial Relations Commission of New South Wales are as provided in Part D, Monetary Rates of this agreement.

7.8 On the basis that the total increases for 2002 and 2003 include a future CPI figure, it is not possible to calculate these amounts for the purpose of this agreement at this stage.

8. SALARY PACKAGING

8.1 UnitingCare Burnside is recognised as a Public Benevolent Institution and as such attracts some concessional benefits in relation to Fringe Benefits Tax on legitimate fringe benefits provided to employees. UnitingCare Burnside will utilise its Fringe Benefit Tax concessional status when offering salary packaging to employees.

8.2 Employees may choose whether to be paid a salary in accordance with Part D of this agreement or they may elect to salary package in accordance with the terms offered by UnitingCare Burnside in the "Salary Packaging Guidelines". These Guidelines may be varied from time to time by UnitingCare Burnside to reflect any changes in legislation and other requirements.

8.3 UnitingCare Burnside **will** ensure that its Salary Packaging Guidelines comply with taxation requirements. This includes the recent changes to the Fringe Benefits Tax Assessment Act 1986, as amended, where the maximum that staff can package without incurring fringe benefit tax is \$30,000 grossed up per annum. This equates to \$14,090 fringe benefit per annum.

8.4 UnitingCare Burnside will inform new employees on engagement in writing of their right to choose payment of salary or to accept salary packaging in the terms offered by UnitingCare Burnside.

8.5 UnitingCare Burnside will inform new employees of the breakdown of the two options and provide a copy of the "Salary Packaging Guidelines". For the purpose of the salary package offered to staff, the amount will be the figures shown in Part D.

8.6 In the event that UnitingCare Burnside ceases to attract Fringe Benefits Tax concessions, all salary packaging arrangements will be terminated immediately at that time of cessation and individual employees rates will revert to the salary payable for their position.

8.7 Where salary packaging arrangements are to be cancelled **other than as noted in the circumstances in sub-clause 8.6 of this Clause**, then the employee must give one months notice and UnitingCare Burnside must give three months notice.

9. SICK LEAVE

Employees are eligible for their annual sick leave entitlement in accordance with the respective award entitlement upon commencement of employment and each anniversary thereafter.

10. DISPUTE RESOLUTION PROCEDURE

- The parties agree that subject to the provisions of the *Industrial Relations Act 1996*, all grievances, claims or disputes shall be dealt with in the following manner so as to ensure the orderly settlement of the matters in question:
- 10.1 Any grievance or dispute which arises shall, where possible, be settled by discussion on the job between the employee(s) and the immediate supervisor.
 - 10.2 If the matter is not resolved at this level, it will be further discussed between the employee(s) and the union representative where appropriate or the employee's nominated representative, and the employer and/or employer's industrial representative.
 - 10.3 If no agreement is reached within a reasonable time period, the union representative or nominated representative will discuss the matter with the employer's nominated industrial relations representative.
 - 10.4 Whilst the foregoing procedure is being followed, work shall continue normally. No party shall be prejudiced as to the final settlement by the continuance of work in accordance with this subclause.
 - 10.5 Should the matter not be resolved within a reasonable time period, it may be referred by either party to the Industrial Relations Commission of New South Wales for settlement.

11. ANTI-DISCRIMINATION

- 11.1 It is the intention of the parties bound by this agreement to seek to achieve the objects in section 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 and age.
- 11.2 It follows that in fulfilling their obligations under the dispute resolution procedure prescribed by this agreement the parties have obligations to take all reasonable steps to ensure that the operation of the provisions of this agreement are not directly or indirectly discriminatory in their effects. It will be consistent with the fulfilment 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 indiscriminatory effect.
- 11.3 Under the *Anti-Discrimination Act 1977*, it is unlawful to victimise an employee because the employee has made or may make or has been involved in a complaint of unlawful discrimination or harassment.

11.4 Nothing in this clause is to be taken to affect:

- (a) any conduct or act which is specifically exempted from anti-discrimination legislation;
- (b) offering or providing junior rates of pay to persons under 21 years of age;
- (c) any act or practice of a body established to propagate religion which is exempted under section 56(d) of the *Anti-Discrimination Act 1977*;
- (d) a party to this agreement from pursuing matters of unlawful discrimination in any State or Federal jurisdiction.

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

NOTES-

- (a) Employers and employees may also be subject to Commonwealth anti-discrimination legislation.
- (b) Section 56(d) of the *Anti-Discrimination Act 1977* provides:

"Nothing in this Act effects....any other act or practice of a body established to propagate religion that conforms to the doctrines of that religion or is necessary to avoid injury to the religious susceptibilities of the adherents of that religion".

12. RELATIONSHIP TO PARENT AWARDS

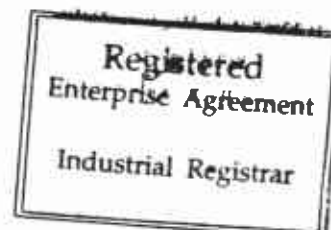
Where there is any inconsistency between a provision of this agreement and the respective parent awards, the terms of this agreement shall apply. The respective parent awards are those noted in the respective classifications and parent award definitions.

13. NO DURESS

This agreement was not entered into under duress by any party to it. All parties have entered into this agreement having read and fully understood all clauses contained in this agreement.

14. OTHER MATTERS

Senior Management have given their commitment to review the current grading system, appraisal system, number of increments, classification and grading of positions, salary ceilings, alternative reward systems, promotion for employees engaged to work shifts as direct care workers/residential care youth workers. As far as practicable, the target date for completion of this review will be six months after the approval of this agreement.



PART B EMPLOYEES OTHER THAN EMPLOYEES ENGAGED TO WORK SHIFTS AS DIRECT CARE WORKERS/RESIDENTIAL CARE YOUTH WORKERS

15. CLASSIFICATIONS AND PARENT AWARDS

Employees covered by this Part and the respective parent awards are as follows:

- 15.1 Administrative and clerical staff:** This means an employee who is engaged in clerical, administrative and secretarial support roles. The parent award for the purpose of this agreement is the Clerical and Administrative Employees (State) Award.

These employees will be paid in accordance with the *UnitingCare* Burnside Administrative Staff Salary Scale in Table 1 of Part D, Monetary Rates. These Position Titles shall include but not be limited to the classifications of Office Assistant, Trainee Office Assistant, Junior Office Assistant, Clerical Officer, Administrative Officer, Secretary, Receptionist, Accounts Assistant, Payroll Assistant, Information Technology Support, Executive Secretary, Senior Administration Officer, Accounts Officer, Payroll Officer, Human Resources Officer, Property Officer.

- 15.2 Youth and Family Welfare Workers/Client Support Workers and Case Workers:** This means an employee who is engaged to work in a range of welfare support and casework management roles for children, young people and families. The parent award for the purpose of this agreement is the Social and Community Services Employees (State) Award.

These employees will be paid in accordance with the *UnitingCare* Burnside Professional Staff Salary Scale in Table 2 of Part D, Monetary Rates. These Position Titles shall include but not be limited to Youth Worker, Family Liaison Worker, Family Worker, Family Support Worker, Welfare Worker, Welfare Assistant, Accommodation and Support Worker, Children's Living Skills Worker, Play Co-ordinator/Facilitator, Early Childhood Worker, Case Workers, Senior Case Workers, Home Visitors.

- 15.3 Co-ordinators:** This means an employee who is engaged to work in a range of welfare support and casework management roles for children, young people and families. These employees will also have responsibility for co-ordinating a service and supervising staff. The parent award for the purpose of this agreement is the Social and Community Services Employees (State) Award.

These employees will be paid in accordance with the *UnitingCare* Burnside Professional Staff Salary Scale in Table 2 of Part D, Monetary Rates. These Position Titles shall include but not be limited to all co-ordinator positions responsible for services, budgets and staff.

- 15.4 Policy and Research Officers:** This means an employee who is engaged in roles of policy development, research and social justice advocacy in relation to the provision of services to children, young people and families. The parent award for the purpose of this agreement is the Social and Community Services Employees (State) Award.

These employees will be paid in accordance with the *UnitingCare* Burnside Professional Staff Salary Scale in Table 2 of Part D, Monetary Rates. These Position Titles will include but not be limited to Policy Worker, Community Worker, Librarian, Research Worker, Public Relations Assistant, Functions Co-ordinator, Bequests Officer.

- 15.5 Education support worker:** This means an employee who is engaged in educational work for children and young people. The parent award for the purpose of this agreement is the Social and Community Services Employees (State) Award.

These employees will be paid in accordance with the Professional Staff Salary Scale in Table 2 of Part D, Monetary Rates.

- 15.6 Tutor:** This means a casual employee who is engaged in tutorial work for young children. The parent award for the purpose of this agreement is the Social and Community Services Employees (State) Award.

These employees will be paid in accordance with the Tutors Salary Scale in Table 3 of Part D, Monetary Rates. It should be noted that the rates in Table 3 include both the casual loading of 15% plus one-twelfth for annual leave.

- 15.7 Maintenance/Property Officer:** This means an employee who is engaged in maintenance/building/painting work. The parent award for the purpose of this agreement is the Building Employees Mixed Industries (State) Award.

These employees will be paid in accordance with the Maintenance/Property Officer Salary Scale in Table 4 of Part D, Monetary Rates.

- 15.8 Assistant Gardener:** This means an employee who is engaged in gardening work and works under routine supervision. The parent award for the purpose of this agreement is the Miscellaneous Gardeners, &c. (State) Award.

These employees will be paid in accordance with the Gardeners Salary Scale in Table 5 of Part D, Monetary Rates.

- 15.9 **Gardener:** This means an employee who is engaged in gardening work and does not work under routine supervision. The parent award for the purpose of this agreement is the Miscellaneous Gardeners, &c. (State) Award.

These employees will be paid in accordance with the Gardeners Salary Scale in Table 5 of Part D, Monetary Rates.

- 15.10 **Cleaner:** This means a casual employee who is engaged in the performance of cleaning duties. The parent award for the purpose of this agreement is the Miscellaneous Workers' - General Services (State) Award.

These employees will be paid in accordance with the Cleaners Salary Scale in Table 6 of Part D, Monetary Rates. It should be noted that the rates in Table 6 include both the casual loading of 15% plus one-twelfth for annual leave.

- 15.11 **Teacher:** This means an employee who is required to possess the necessary teaching qualification and is engaged in a position of a teacher. The parent award for the purpose of this agreement in relation to the appropriate annual salary and any applicable allowance is the Teachers (Independent Schools) (State) Award. In all other respects, the parent award for this classification shall be the Social and Community Services Employees (State) Award.

These employees will be paid in accordance with the formula in Part E of this agreement.

16. ON-CALL

- 16.1 For employees who carry a pager or a telephone for one week (7 days), the quantum of special leave will be 7 hours.
- 16.2 These 7 hours may either be taken as special leave or be paid at ordinary time rates of pay, to be decided at program level.
- 16.3 Where it is necessary for an employee to work whilst rostered on-call, all time worked may either be taken as special leave or be paid at ordinary time rates of pay, to be decided at program level. Any such time worked shall be accrued at a single rate of time.
- 16.4 Where staff are rostered on-call on a public holiday, the quantum of special leave will be an additional hour for each public holiday.

16.5 Where it is necessary for an employee to work whilst rostered on-call during a public holiday, all time worked may either be taken as special leave accrued at double time or be paid at double time.

17. HOME OFFICE ALLOWANCE

17.1 Where at the request of UnitingCare Burnside employees are required to be home-based and do not have access to UnitingCare Burnside office facilities, employees will be paid an allowance of \$40.00 per week which will cover items such as electricity, refreshments, use of space.

17.2 The quantum of this allowance may be paid on a pro-rata basis consistent with operational requirements as determined by UnitingCare Burnside.

18. APPROVAL OF FLEXI-TIME

18.1 The appropriate delegation of authority for approving flexi-time being transferred to special leave will be at the Manager/Co-ordinator level.

18.2 The maximum amount of flexi-time accruable is 14 hours and the maximum amount of special leave able to be accrued at any one time is one week.

19. TIME-IN-LIEU

19.1 Time-in-lieu is time that is worked in the evenings or weekends that may exceed the normal 14 hours allowable as flexi-time.

19.2 Any hours worked on evenings or weekends should be approved in advance by the Manager/Co-ordinator and any time in excess of 14 hours flexi-time may be transferred to special leave.

19.3 The maximum amount of special leave accruable at any one time is one week.

20. WORK RELATED CARS

20.1 As part of this agreement and taking effect from the date of approval by the Industrial Relations Commission of New South Wales, the method for charging employees for private use of the vehicle will change.

20.2 The cost will be based upon a percentage of private use which will not exceed 30% of the total costs of the car based on the average costs for that vehicle and total number of kilometres travelled per annum.

20.3 For a three month period from the operative date of this agreement, employees will be required to complete a log book.

- 20.4 In the event that an employee demonstrates through the log book method that their private use of the vehicle is less than 30%, then the charges to the employee will be adjusted accordingly with the lower limit being 15%. Any amendment to charges will be back-dated to cover the initial 3 month period.
- 20.5 Motor vehicle costs will be based upon the annual NRMA Vehicle Operating Costs as noted in that publication covering passenger cars and light commercial vehicles.

21. SALARY PACKAGING AND ANNUAL LEAVE LOADING

- 21.1 Where an employee elects to enter into salary packaging arrangements as offered by *UnitingCare* Burnside, the employee will not be entitled to the payment of annual leave loading.
- 21.2 In the event that salary packaging arrangements are terminated, then such employees will commence to accrue annual leave loading in accordance with the respective parent award.
- 21.3 Where an employee elects to enter into a salary packaging arrangement, the employee will be paid out any accrued annual leave loading to the date of commencement of salary packaging.



PART C EMPLOYEES ENGAGED TO WORK SHIFTS AS DIRECT CARE WORKERS/RESIDENTIAL CARE YOUTH WORKERS

22. CLASSIFICATIONS AND PARENT AWARDS

- 22.1 **Direct Care Worker/Residential Care Youth Worker:** This means an employee who is engaged to work shifts in a residential unit. Employees would normally return to their own residence at the end of each shift. The parent award for the purpose of this agreement is the Social and Community Services Employees (State) Award.

These employees will be paid in accordance with the Employees Engaged To Work Shifts As Direct Care Workers/Residential Care Youth Workers Scale in Table 7 of Part D, Monetary Rates.

- 22.2 **Senior Direct Care Worker/Senior Residential Care Youth Worker:** This means an employee who is engaged to work shifts in a residential unit. Employees would normally return to their own residence at the end of each shift. The Senior Direct Care Worker/Senior Residential Care Youth Worker supervises Direct Care Workers/Residential Care Youth Workers. The parent award for the purpose of this agreement is the Social and Community Services Employees (State) Award.

These employees will be paid in accordance with the Employees Engaged To Work Shifts As Direct Care Workers/Residential Care Youth Workers Scale in Table 7 of Part D, Monetary Rates.

- 22.3 All of the positions noted above satisfy the definition of "Social Welfare Worker Category 1" under the Social and Community Services Employees (State) Award in that these employees are responsible for the needs of the adolescents and children in *UnitingCare* Burnside's care. They are required to exercise initiative and independent judgement but are under the general supervision of a Unit Co-ordinator/Program Manager. These employees are not required to develop policy for or co-ordinate a service.

23. GRADING STRUCTURE AND SALARY PROGRESSION

- 23.1 Existing staff will be paid at the grade and level which most accurately reflects the level of their performance.
- 23.2 The level and grade at which a new staff member is appointed will be influenced by the employee's work history and the level and relevance of tertiary qualifications.



- 23.3 New staff should receive a performance review after their first three months of service.
- 23.4 New staff employed as Direct Care Workers/Residential Care Youth Workers are not to be appointed at Grade 4 unless exceptional circumstances exist.
- 23.5 Salary reviews are undertaken annually at the time of the employee's annual performance appraisal. The performance appraisal should be held as close as possible to the anniversary of the employee's appointment at *UnitingCare* Burnside.
- 23.6 In special circumstances, an employee may seek approval from the Program Manager for a salary review prior to the anniversary of appointment. The salary review must be undertaken in conjunction with a performance appraisal.
- 23.7 *UnitingCare* Burnside reserves the right to withhold a salary increase if an employee has consistently failed to address particular areas of poor work performance. Employees are entitled to request that *UnitingCare* Burnside reviews this decision after a period of three months.

24. HOURS OF WORK

Full-time employees shall be rostered to work an average of 36 hours per week over a 52 week period.

25. MEAL TIMES

- 25.1 In accordance with program requirements meals are normally eaten on the premises with residents who are at home at the time. All time taken to eat the meal is paid working time.
- 25.2 Nothing in this clause should be deemed to mean that an employee would be deprived of nor deprive themselves of a meal simply because of pressure of general work.

26. HOURS WORKED IN ADDITION TO ROSTERED HOURS

- 26.1 Permanent employees who are required to work another employee's shift (that is normally being a single engagement of 7 hours or longer which they were not rostered to work) are entitled to either:
- (a) be paid at the base rate of pay plus shift penalties plus an emergency relief allowance of 10% for those hours worked; or
 - (b) accrue time in lieu of additional hours worked.

In the case of an employee who has a negative time in lieu balance, these extra hours must be accrued as time in lieu until such time as the employee has a positive time in lieu balance.

- 26.2 Employees must indicate on their timesheets if they wish to be paid for these extra shifts, otherwise it will be assumed that they wish to accrue this as time in lieu.
- 26.3 Employees must record the reason for working the additional hours or shift in the appropriate register at the residential unit.
- 26.4 Employees are prohibited from working more than 17 hours without a four hour rest break or sleepover, unless exceptional circumstances exist. In which case, they must have direct approval from the Program Co-ordinator in advance of such working hours.
- 26.5 Permanent employees who are required to work additional hours to their roster which are less than a full shift must accrue this time as time in lieu, except in the case where the amount of hours worked in one single engagement is more than 7 hours.

27. CASUAL EMPLOYEES

- 27.1 "Casual Employee" shall mean an employee engaged and paid as such.
- 27.2 A casual employee shall be paid an hourly rate equal to one thirty-sixth of the appropriate weekly rate prescribed for permanent employees, plus an additional loading of 15%.
- 27.3 A casual employee shall be paid a minimum of four hours at the appropriate rate for each engagement.
- 27.4 A casual employee engaged to undertake shift work, shall be paid the prescribed shift allowances for the appropriate shift in addition to the loading prescribed in 27.2.
- 27.5 Casual employees are entitled to payment in lieu of annual leave at the end of each engagement in addition to entitlements under this clause - i.e. an amount equal to one twelfth of the employee's base rate of pay (which includes the casual loading) for such period of engagement.

28. PART TIME EMPLOYEES

- 28.1 Part-time employees shall be paid an hourly rate calculated on the basis of one thirty-sixth of the appropriate weekly rate prescribed for permanent employees.

28.2 Any additional hours worked beyond the employee's rostered hours of work shall be treated in accordance with Clause 26, Hours Worked In Addition to Rostered Hours.

29. TIME IN LIEU

29.1 Time in lieu when taken is paid at the ordinary rate irrespective of when the time was accrued.

29.2 Permanent employees may carry forward a maximum of 16 hours time in lieu into the next fortnightly period and indefinitely.

29.3 In exceptional circumstances, time in lieu can be carried forward in excess of 16 hours, however, prior approval must be obtained from the Manager and may be transferred to special leave.

30. CALL-BACKS

30.1 An employee who is recalled to work after leaving the place of employment shall be paid for a minimum of two hours work at the appropriate overtime rate for such time so recalled, provided that the employee shall not be required to work the full two hours if the work such employee is recalled to perform is completed in a shorter period.

30.2 The provisions in subclause 30.1 shall not apply when such additional hours are continuous (subject to a reasonable meal break) with completion or commencement of ordinary working time.

31. PUBLIC HOLIDAYS

31.1 Employees who are full-time, part-time or casual and are required to and do work a shift on a public holiday, shall be paid double time and a half for such hours worked on the public holiday. Shift allowances will not be paid during those public holidays hours worked.

31.2 Full-time employees whose ordinary working time includes public holidays, and are rostered off duty on a public holiday and do not work, shall have a day (7.2 hours) added to their day in lieu of public holiday entitlements, or be paid a day's pay (7.2 hours) additional to their normal 72 hours worked per fortnight at UnitingCare Burnside's discretion.

31.3 Employees whose ordinary working time includes public holidays, and who are rostered on duty on a public holiday but do not work, should claim on their timesheets the number of hours that would normally have been worked as per the

roster. If the number of hours as per the roster is not equal to 7.2 hours, then the employee shall claim the difference as time in lieu on the timesheets and also in the appropriate register in the unit.

- 31.4 Casual employees are not entitled to any compensation for public holidays which they do not work.

32. SHIFT WORK

32.1 Definitions -

- (a) For the purpose of this clause "shift work" means a work cycle which regularly falls outside the hours of 6.00 a.m. and 8.00 p.m. Monday to Friday. Shift starting and finishing times are indicated on the roster.
- (b) "Evening Shift Hours" means any hours between 8.00 p.m. and 12 midnight.
- (c) "Night Shift Hours" means any hours between 12 midnight and 6.00 a.m. the following day.

32.2 Engagement on Shift Work

An employee is engaged in shift work by *UnitingCare* Burnside where it is necessary due to the nature of the service that an employee regularly works significant hours outside the hours of 6.00 a.m. to 8.00 p.m. Monday to Friday.

Where *UnitingCare* Burnside wishes to engage an employee in shiftwork, *UnitingCare* Burnside shall advise the employee in writing, specifying the period over which shiftwork is ordinarily to be worked.

32.3 Shift Allowances:

- (a) The following rates are effective from the date of approval of this agreement:
 - [1] 15% (evening)
 - [2] 30% (night)
 - [3] 50% (Saturday)
 - [4] 75% (Sunday)
- (b) An employee working evening shift hours as defined shall be paid a loading of [1] on the ordinary rate of pay for those hours worked in the evening shift category.

- (c) An employee who works night shift hours as defined shall be paid a loading of [2] on the ordinary rate for those hours worked in the night shift category.
- (d) An employee who works between midnight Friday and midnight Saturday shall be paid a loading of [3] on the ordinary rate for those hours worked between these times.
- (e) An employee who works between midnight Saturday and midnight Sunday shall be paid a loading of [4] on the ordinary rate for those hours worked between these times.

33. SLEEPOVER SHIFTS

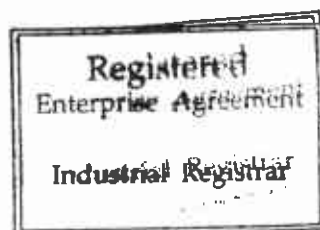
- 33.1 "Sleepover" means a continuous period during which an employee is required to sleepover at the workplace, and be available to deal with any urgent situation which cannot be dealt with by another worker or be dealt with after the end of the sleepover period.
- 33.2 UnitingCare Burnside shall take all reasonable steps to enable the employee to sleep on the premises, including the provision of a bed, and in addition, access to a bathroom, a toilet and a meal room, will be provided free of charge to the employee.
- 33.3 An employee shall only "sleepover" under the following conditions:
 - (a) There is an agreement between UnitingCare Burnside and the employee in respect of sleepover periods required at least a week in advance except in the case of emergency;
 - (b) Preferably a sleepover period shall consist of six continuous hours.
- 33.4 An employee engaged on a "sleepover" shall be paid a sleepover allowance of \$55.00 or three hours, whichever is the greater. (This flat rate is indexed to any general increase by UnitingCare Burnside to the salary scales which apply to staff covered by the agreement). Such payment is compensation for the sleepover and for all necessary work up to two hours duration during the sleepover period. Any necessary work in excess of two hours during the sleepover will be paid for at the ordinary hourly rate which includes any applicable shift allowances.

34. CAMPS

Employees will be paid 2 by 8 hour shifts to cover the day periods they are on duty whilst camping with residents. One employee is entitled to a sleepover for each night spent at the camp.

35. SUSPENSION FROM DUTY

- 35.1 Employees who are suspended from duty pending an investigation concerning alleged misconduct or other serious matter such as breach of their employment contract, will receive their ordinary rate of pay at their substantive level and grade, excluding penalties or other allowances which relate to actual attendance at work, until the matter is resolved.
- 35.2 If in the opinion of UnitingCare Burnside, the matter is proven, then UnitingCare Burnside reserves the right to dismiss the employee without notice. Wages will only therefore be paid up until the time of dismissal.



PART D - MONETARY RATES

UNITINGCARE BURNSIDE SALARY SCALES - EFFECTIVE FROM FIRST FULL PAY PERIOD TO COMMENCE ON OR AFTER DATE OF APPROVAL BY INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

TABLE 1 - ADMINISTRATIVE STAFF SALARY SCALE

CLASSIFICATIONS/ GRADINGS	CURRENT RATES PER ANNUM \$ Eff 9/7/00	INCREASE PER ANNUM 8%	PROPOSED NEW RATES PER ANNUM \$ Eff D.O.A.
Grade 1			
Level 1	18,799	1,504	20,303
Level 2	20,261	1,621	21,882
Level 3	21,724	1,738	23,462
Level 4	23,185	1,855	25,040
Level 5	24,647	1,972	26,619
Grade 2			
Level 1	26,736	2,139	28,875
Level 2	28,094	2,248	30,342
Level 3	29,451	2,356	31,807
Level 4	30,809	2,465	33,274
Level 5	31,809	2,545	34,354
Grade 3			
Level 1	31,450	2,516	33,966
Level 2	32,109	2,569	34,678
Level 3	32,709	2,617	35,326
Level 4	33,369	2,670	36,039
Level 5	33,969	2,718	36,687
Grade 4			
Level 1	34,311	2,745	37,056
Level 2	37,395	2,992	40,387

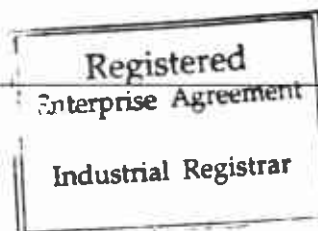


Level 3	39,137	3,131	42,268
Level 4	40,287	3,223	43,510
Level 5	41,576	3,326	44,902

Registered
Enterprise Agreement
Industrial Registrar

TABLE 2 - PROFESSIONAL STAFF SALARY SCALE

CLASSIFICATIONS/ GRADINGS	CURRENT RATES PER ANNUM \$ Eff 9/7/00	INCREASE PER ANNUM 8%	PROPOSED NEW RATES PER ANNUM \$ Eff D.O.A.
Welfare Worker			
Level 1	23,449	1,876	25,325
Level 2	24,335	1,947	26,282
Level 3	25,065	2,005	27,070
Level 4	25,796	2,064	27,860
Level 5	26,528	2,122	28,650
Grade 1			
Level 1	27,472	2,198	29,670
Level 2	28,022	2,242	30,264
Level 3	28,581	2,286	30,867
Level 4	29,153	2,332	31,485
Level 5	29,736	2,379	32,115
Grade 2			
Level 1	30,333	2,427	32,760
Level 2	30,937	2,475	33,412
Level 3	31,559	2,525	34,084
Level 4	32,188	2,575	34,763
Level 5	32,832	2,627	35,459
Grade 3			
Level 1	33,489	2,679	36,168
Level 2	34,159	2,733	36,892
Level 3	34,840	2,787	37,627
Level 4	35,538	2,843	38,381
Level 5	36,247	2,900	39,147



Grade 4			
Level 1	36,973	2,958	39,931
Level 2	37,713	3,017	40,730
Level 3	38,468	3,077	41,545
Level 4	39,236	3,139	42,375
Level 5	40,023	3,202	43,225
Grade 5			
Level 1	40,823	3,266	44,089
Level 2	41,638	3,331	44,969
Level 3	42,472	3,398	45,870
Level 4	43,321	3,466	46,787
Level 5	44,188	3,535	47,723
Grade 6			
Level 1	45,072	3,606	48,678
Level 2	45,971	3,678	49,649
Level 3	46,894	3,752	50,646
Level 4	47,830	3,826	51,656
Level 5	48,787	3,903	52,690

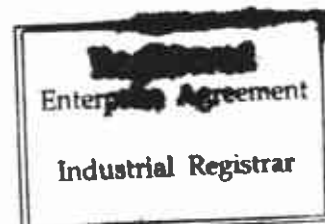


TABLE 3 - TUTORS SALARY SCALE - HOURLY CASUAL RATES

CLASSIFICATIONS/ GRADINGS	CURRENT RATES PER HOUR \$ Eff 9/7/00	INCREASE PER HOUR 8%	PROPOSED NEW RATES PER HOUR \$ Eff D.O.A.
Tutor			
Unqualified	28.77	2.30	31.07
Less than 4 years experience	33.39	2.67	36.06
4 years or more experience	37.99	3.04	41.03
Senior Tutor	42.59	3.41	46.00

TABLE 4 - MAINTENANCE/PROPERTY OFFICERS SALARY SCALE

CLASSIFICATIONS/ GRADINGS	CURRENT RATES PER ANNUM \$ Eff 9/7/00	INCREASE PER ANNUM 8%	PROPOSED NEW RATES PER ANNUM \$ Eff D.O.A.
Maintenance/Property Officer			
Level 1	32,770	2,622	35,392
Level 2	35,286	2,823	38,109
Level 3	38,270	3,062	41,332

TABLE 5 - GARDENERS SALARY SCALE

CLASSIFICATIONS/ GRADINGS	CURRENT RATES PER ANNUM \$ Eff 9/7/00	INCREASE PER ANNUM 8%	PROPOSED NEW RATES PER ANNUM \$ Eff D.O.A.
Assistant Gardener	24,509	1,961	26,470
Gardener	35,518	2,841	38,359

TABLE 6 - CLEANERS SALARY SCALE - HOURLY CASUAL RATES

CLASSIFICATIONS/ GRADINGS	CURRENT RATES PER HOUR \$ Eff 9/7/00	INCREASE PER HOUR 8%	PROPOSED NEW RATES PER HOUR \$ Eff D.O.A.
Cleaner	14.21	1.14	15.35

TABLE 7 - EMPLOYEES ENGAGED TO WORK SHIFTS AS DIRECT CARE WORKERS/RESIDENTIAL CARE YOUTH WORKERS SALARY SCALE

CLASSIFICATIONS/ GRADINGS	CURRENT RATES PER ANNUM \$ Eff 9/7/00	INCREASE PER ANNUM 8%	PROPOSED NEW RATES PER ANNUM \$ Eff D.O.A.
Direct Care Worker/Residential Care Youth Worker			
Grade 1			
Level 1	27,487	2,199	29,686
Level 2	27,819	2,226	30,045
Level 3	28,412	2,273	30,685
Level 4	29,006	2,320	31,326
Grade 2			
Level 1	29,612	2,369	31,981
Level 2	30,195	2,416	32,611
Level 3	30,791	2,463	33,254
Level 4	31,384	2,511	33,895
Grade 3			
Level 1	31,979	2,558	34,537



Level 2	32,573	2,606	35,179
Level 3	33,167	2,653	35,820
Level 4	33,762	2,701	36,463
Grade 4			
Level 1	34,356	2,748	37,104
Level 2	34,951	2,796	37,747
Level 3	35,545	2,844	38,389
Level 4	36,258	2,901	39,159
Senior Direct Care Workers/ Senior Residential Care Youth Workers			
Grade 1			
Level 1	32,692	2,615	35,307
Level 2	33,345	2,668	36,013
Level 3	34,000	2,720	36,720
Level 4	34,652	2,772	37,424
Grade 2			
Level 1	35,425	2,834	38,259
Level 2	36,080	2,886	38,966
Level 3	36,734	2,939	39,673
Level 4	37,387	2,991	40,378
Grade 3			
Level 1	38,159	3,053	41,212
Level 2	38,815	3,105	41,920
Level 3	39,468	3,157	42,625
Level 4	40,121	3,210	43,331




PART E METHOD OF CALCULATION OF RATES OF PAY FOR TEACHERS

1. Teachers shall be paid in accordance with this formula defined in this part of this agreement.
2. The annual rate of pay and any applicable allowances shall be in accordance with the relevant scales in the Teachers (Independent Schools) (State) Award.
3. The teacher shall be classified in accordance with the definitions in that Award for the purpose of determining the appropriate annual salary and any applicable allowances. This includes both qualifications and relevant experience or years of teaching service.
4. For the purpose of calculating hourly rates for teachers, the appropriate annual rate shall be divided by 52.14 to arrive at the weekly rate which is to be rounded to 2 decimal places. The weekly rate is then divided by 38 to arrive at an hourly rate to be rounded to 4 decimal places.
5. Any annual allowances shall be calculated using the same method as in subparagraph 4 and any annual rates shall be totalled prior to calculating weekly or hourly rates accordingly.
6. The increases in rates of pay for teachers shall be in accordance with the appropriate annual rates of pay in the Teachers (Independent Schools) (State) or in accordance with the appropriate progression through the scale of the Award and then calculated in accordance with this formula.
7. Teachers are not eligible for the general wages increases of this agreement as noted in Clause 7, Increases in Wages Except Teachers.
8. It should be noted that whilst the divisor for the weekly rate is 38, the ordinary hours of work includes adequate preparation time, meetings etc. and is not 38 hours of face-to-face teaching.




PART F SIGNATORIES TO THE AGREEMENT

Signed for and on behalf of UnitingCare Burnside:

Signature:  Date: 24.1.02
Walter Forrester (Senior Manager Finance & Resourcing)

Signature:  Date: 24-01-02
Chris Todd (Manager Foster Care)

Signed for and on behalf of employees:

Signature:  Date: 24/01/02
Kate Finlay (Secretary Foster Care)

Signature:  Date: 24/01/02
Anne Abbey (Family Worker - Minto Family Services)

Signed for and on behalf of the NSW/ACT Independent Education Union:

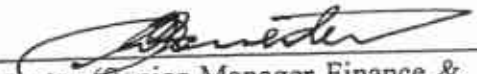
Signature:  Date: 25/1/02
~~R. Shearman~~ (General Secretary)
Patrick Lee Acting " "

Signature:  Date: 25.01.02¹⁰
V. Heron (Industrial Officer)



PART F SIGNATORIES TO THE AGREEMENT


Signed for and on behalf of UnitingCare Burnside:


Signature:  Date: 24.1.02
Walter Forrester (Senior Manager Finance & Resourcing)

Signature:  Date: 24-01-02
Chris Todd (Manager Foster Care)

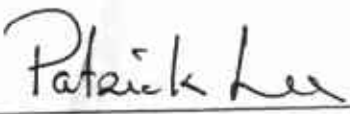
Signed for and on behalf of employees:

Signature:  Date: 24/01/02
Kate Finlay (Secretary Foster Care)

Signature:  Date: 24/01/02
Anne Abbey (Family Worker - Minto Family Services)

Signature:  Date: _____
Marie Atkinson (Caseworker - HIPS Coffe Harbour)

Signed for and on behalf of the NSW/ACT Independent Education Union:

Signature:  Date: 25/1/02
~~P. Shearman~~ (General Secretary)
Patrick Lee Acting " "

Signature:  Date: 25/1/02
V. Heron (Industrial Officer)