

**REGISTER OF
ENTERPRISE AGREEMENTS**

ENTERPRISE AGREEMENT NO: EA03/245

TITLE: **Redfern Waterloo Street Team Enterprise Agreement 2003**

I.R.C. NO: IRC3/5959

DATE APPROVED/COMMENCEMENT: 7 November 2003

TERM: 7

**NEW AGREEMENT OR
VARIATION:** New

GAZETTAL REFERENCE: 23 January 2004

DATE TERMINATED:

NUMBER OF PAGES: 7

COVERAGE/DESCRIPTION OF

EMPLOYEES: The agreement applies to employees classified as Redfern Waterloo Street Team Officers employed by their home agency who fall within the coverage of the Crown Employees (Public Service Conditions of Employment) Award 2002

PARTIES: Central Sydney Area Health Service, Metropolitan Local Aboriginal Land Council, Public Employment Office, South Sydney Aboriginal Corporation Resource Centre, South Sydney Youth Services -&- the Australian Services Union NSW & ACT (Services) Branch, Public Service Association and Professional Officers' Association Amalgamated Union of New South Wales, X-'The Health and Reseach Employees' Association of New South Wales', Labor Council of New South Wales

Redfern Waterloo Street Team Enterprise Agreement 2003

Arrangement

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1. Title

This agreement shall be known as the Redfern Waterloo Street Team Enterprise Agreement 2003.

2. Parties

The parties to this agreement are:

The Public Employment Office
Central Sydney Area Health Service (CSAHS)
Metropolitan Local Aboriginal Land Council
South Sydney Youth Services Inc.
South Sydney Aboriginal Corporation Resource Centre
Labor Council of NSW
The Public Service Association and Professional Officers' Association Amalgamated Union of NSW
Health and Research Employees' Association of NSW
Australian Services Union NSW & ACT Services Branch

3. Definitions

Home agency means the organisation employing a Redfern Waterloo Street Team Officer, that is the NSW Department of Community Services, Central Sydney Area Health Service, Metropolitan Local Aboriginal Land Council, South Sydney Youth Services Inc. and South Sydney Aboriginal Corporation Resource Centre.

NGO means a non-Government organisation who successfully tenders to provide staff to the Redfern Waterloo Street Team.

Operational manager means the supervisor, employed by the Department of Community Services, of Redfern Waterloo Street Team Officers.

Personnel Handbook means the NSW Government's Personnel Handbook published by the Public Employment Office, NSW Premier's Department as varied from time to time.

PEO means the Public Employment Office constituted under Chapter 6 of the Public Sector Employment and Management Act 2002.

Public Sector includes both the Department of Community Services and the Central Sydney Area Health Service.

Redfern Waterloo Street Team Officer means an employee who is classified as such and employed by a home agency to work with the Redfern Waterloo Street Team.

Regulation means the Public Sector Employment and Management (General) Regulation 1996

4. Coverage

- 4.1 This agreement applies to Redfern Waterloo Street Team Officers.
- 4.2 The Redfern Waterloo Street Team brings together employees from the NSW Department of Community Services, Central Sydney Area Health Service, Metropolitan Local Aboriginal Land Council, South Sydney Youth Services Inc. and South Sydney Aboriginal Corporation Resource Centre to provide an outreach service to children and young people in the area.

5. Nature of Engagement

- 5.1 At all times Redfern Waterloo Street Team Officers will remain employed by their home agency.
- 5.2 Day to day operational supervision and direction will be provided by the Department of Community Services. Redfern Waterloo Street Team Officers will comply with directions of the operational manager.
- 5.3 Grievances relating to the operation of the Street Team will be resolved through Department of Community Services management in consultation with home agencies where required. The dispute handling processes contained in clause 12 of this agreement will apply.
- 5.4 Home agencies have the best expertise to provide clinical and professional supervision. Clinical and professional supervision of individual employees will therefore be provided by their home agencies.
- 5.5 The operational manager will advise home agencies of any matters that could give rise to a disciplinary matter. All disciplinary matters will remain the responsibility of a home agency in consultation with Department of Community Services management.
- 5.6 Home agencies will advise the operational manager of any issues affecting an employee's performance or continued involvement with the Redfern Waterloo Street Team.

6. Conditions of Employment

- 6.1 Except as otherwise provided by this agreement conditions of employment shall be in accordance with the Crown Employees (Public Service Conditions of Employment) Award 2002.
- 6.2 Redfern Waterloo Street Team Officers are 'shift workers' and will receive conditions of employment as specified for classifications in Part A of Schedule B of the Crown Employees (Public Service Conditions of Employment) Award 2002.
- 6.3 Each employee will have a current statement of duties in relation to their role in the Redfern Waterloo Street Team, which will be approved by the Department of Community Services.

- 6.4 All Redfern Waterloo Street Team Officers who are paid at the '9th year of service' or 'thereafter' rates of pay will be required to mentor less experienced officers and undertake a greater proportion of the more complex or difficult work.

7. Rates of Pay

- 7.1 Redfern Waterloo Street Team Officers will be paid the rates set out in Table 1 – Salary.
- 7.2 Rates of pay in Table 1 are identical to those applying to public servants classified and graded as Clerks Grade 3-7 under the Crown Employees (Administrative and Clerical Officers – Salaries 2000) Award.
- 7.3 The rates in Table 1 will increase and become payable in the future in the same terms as rates for Clerk Grade 3-7 under the Crown Employees (Public Sector Salaries – January, 2002) Award increase and become payable.

8. Commencing Rates and Increments

- 8.1 Commencing rates of pay within the salary scale will be:
- 8.1.1 For employees currently employed in the public sector:
- at the same step as their current salary, in which case employees retain their existing increment date; or
- if an employee's present salary does not coincide with a step on the salary scale, the step immediately above their present salary rate. The incremental date will be the date of appointment to the position.
- 8.1.2 For non-public sector employees (all external appointees, including staff from NGOs):
- At the minimum rate or at any existing salary point within the salary scale, having regard to:
- skills, experience and qualifications of the employee relevant to the position; and
the rate required to attract the employee; and
remuneration of current employees performing similar work.
- 8.2 Incremental progression shall be in accordance with the Regulation, Personnel Handbook and subclause clause 6.4 of this agreement.

9. Review of Commencing Rate of Pay

- 9.1 Any grievance relating to the commencing rate of pay shall be raised immediately with the home agency.
- 9.2 If the matter cannot be resolved by the applicant and the home agency the matter shall be referred to the NSW Premier's Department for assessment of the appropriate rate.
- 9.3 The NSW Premier's Department shall provide a written response to the staff member and any other party involved in the grievance.
- 9.4 An employee, at any stage, may request to be represented by their union.

10. Salary Sacrifice

- 10.1 Salary sacrifice and packaging arrangements operating in home agencies, under Clause 4 and Clause 5 of the Crown Employees (Public Sector – Salaries January 2002) Award, Clause 27 of the Social and

Community Services Employees (State) Award, and Clause 35 of the Public Hospitals (Professional and Associated Staff) Conditions of Employment (State) Award shall continue to apply.

11. Relief Arrangements

- 11.1 To ensure that adequate staffing is available in cases of sick leave and other unexpected absences, relief employees may be engaged.
- 11.2 A relief employee shall mean an employee employed to perform work of a short-term irregular nature.
- 11.3 A relief employee shall be paid an hourly rate equal to one-thirty fifth of the appropriate weekly rate, plus an additional loading of 15%.
- 11.4 The weekly rate shall be obtained by dividing the appropriate annual rate in Table 1 by 52.17857.
- 11.5 In addition a payment equal to one-twelfth shall be paid in lieu of recreation leave.
- 11.6 Where a relief employee works on a Monday to Friday (excluding public holidays), shift penalties, where applicable, shall be paid in addition to the loadings in 11.3 and 11.5.
- 11.7 Where a relief employee works on a weekend or public holiday, penalty rates, where applicable, shall be paid in lieu of the loading in 11.3.
- 11.8 A relief employee shall be paid a minimum of two hours for each engagement.
- 11.9 Overtime shall not apply to relief employees until hours worked exceed 35 in a week.
- 11.10 The rate of pay for relief staff shall be in lieu of all other leave entitlements.

12. Disputes Procedure

- 12.1 All grievances and disputes relating to the provisions of this agreement shall initially be dealt with as close to the source as possible, with graduated steps for further attempts at resolution at higher levels of authority within the appropriate home agency or the Department of Community Services, if required.
- 12.2 A staff member is required to notify in writing their immediate operational manager, as to the substance of the grievance, dispute or difficulty, request a meeting to discuss the matter, and if possible, state the remedy sought.
- 12.3 Where the grievance or dispute involves confidential or other sensitive material (including issues of harassment or discrimination under the Anti Discrimination Act, 1977) that makes it impractical for the staff member to advise their immediate operational manager the notification may occur to the next appropriate level of management, including where required, to the Department Head or delegate of the Department of Community Services or their home agency.
- 12.4 The immediate operational manager, or other appropriate officer, shall convene a meeting in order to resolve the grievance, dispute or difficulty within two (2) working days, or as soon as practicable, of the matter being brought to attention.
- 12.5 If the matter remains unresolved with the immediate operational manager, the staff member may request to meet the appropriate person at the next level of management in order to resolve the matter. This manager shall respond within two (2) working days, or as soon as practicable. The staff member may pursue the sequence of reference to successive levels of management until the matter is referred to the Department Head of the Department of Community Services or their home agency.
- 12.6 The Department Head of the Department of Community Services or home agency may refer the matter to the PEO for consideration.

- 12.7 If the matter remains unresolved, the Department Head of the Department of Community Services or head of the home agency shall provide a written response to the staff member and any other party involved in the grievance, dispute or difficulty, concerning action to be taken, or the reason for not taking action, in relation to the matter. The staff member, at any stage, may request to be represented by their Union.
- 12.8 The Union or the Department Head of the Department of Community Services or home agency may refer the matter to the New South Wales Industrial Relations Commission if the matter is unresolved following the use of these procedures.
- 12.9 The staff member and parties to this agreement shall agree to be bound by any order or determination by the New South Wales Industrial Relations Commission in relation to the dispute.
- 12.10 Whilst the procedures outlined in subclauses 12.1. to 12.9 of this clause are being followed, normal work undertaken prior to notification of the dispute or difficulty shall continue unless otherwise agreed between the parties, or, in the case involving occupational health and safety, if practicable, normal work shall proceed in a manner which avoids any risk to the health and safety of any staff member or member of the public

13. Anti-Discrimination

- 13.1 It is the intention of the parties to this agreement to seek to achieve the object 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, age and responsibilities as a carer.
- 13.2 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 indirect discriminatory effect.
- 13.3 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.
- 13.4 Nothing in this clause is to be taken to affect:
- (1) any conduct or act which is specifically exempted from anti- discrimination legislation;
 - (2) offering or providing junior rates of pay to persons under 21 years of age;
 - (3) any act or practice of a body established to propagate religion which is exempted under section 56(d) of the *Anti-Discrimination Act 1977*;
 - (4) a party to this agreement from pursuing matters of unlawful discrimination in any State or federal jurisdiction.
- 13.5 This clause does not create legal rights or obligations in addition to those imposed upon the parties by the legislation referred to in this clause.

Notes:

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

“Nothing in the Act affects 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.”

14. Relationship to Acts and Awards

Conditions of employment in this agreement shall apply to the exclusion of the:

Social and Community Services (State) Award
Health Professional and Medical Salaries (State) Award
Public Hospitals (Professional and Associated Staff) Conditions of Employment (State) Award.
Aboriginal Health Education Officers Determination pursuant to section 115 *Health Services Act 1997*
Health Education Officers Determination pursuant to section 115 *Health Services Act 1997*
Crown Employees (Administrative and Clerical Officers – Salaries 2000) Award.
Crown Employees (Public Sector Salaries – January 2002) Award

except where indicated otherwise in this Agreement.

15. Area Incidence and Duration

The agreement shall apply to all employees employed as Redfern Waterloo Street Team Officers by home agencies

It shall take effect on and from - and shall remain in force until 30 June 2004.

16. Declaration

The Parties to this agreement declare that the Enterprise Agreement:

is not contrary to the public interest
is not unfair, harsh or unconscionable
was not entered into under duress; and
is in the interest of the Parties

THIS AGREEMENT IS MADE AT SYDNEY ON THE

DAY of

2003.

(Signed for and on behalf of the)
Public Employment Office
Premier's Department

Witness

(Signed for and on behalf of the)
Central Sydney Area Health Service

Witness

(Signed for and on behalf of the)
Metropolitan Local Aboriginal Land Council

Witness

(Signed for and on behalf of the)

South Sydney Youth Services Inc.

Witness

(Signed for and on behalf of the)

South Sydney Aboriginal Corporation Resource Centre

Witness

(Signed for and on behalf of the)

Labor Council of NSW

Witness

(Signed for and on behalf of the)

The Public Service Association and Professional
Officers' Association Amalgamated Union of NSW

Witness

(Signed for and on behalf of the)

Health and Research Employees' Association of NSW

Witness

(Signed for and on behalf of the)

Australian Services Union NSW & ACT Services Branch

Witness

PART B

Table 1

Redfern Waterloo Street Team Officer	First full pay period to commence on or after 1.1.03	First full pay period to commence on or after 1.7.03
1st year of service	42,157	44,265
2nd year of service	43,427	45,598
3rd year of service	44,784	47,023
4th year of service	46,160	48,468
5th year of service	49,764	52,252
6th year of service	51,334	53,901
7th year of service	53,346	56,013
8th year of service	54,910	57,656
9th year of service	56,554	59,382
Thereafter	58,246	61,158