

**REGISTER OF
ENTERPRISE AGREEMENTS**

ENTERPRISE AGREEMENT NO: EA09/1

TITLE: **Marist Youth Care Limited Enterprise Agreement 2008**

I.R.C. NO: IRC8/2392

DATE APPROVED/COMMENCEMENT: 24 December 2008 / 24 December 2008

TERM: 12 Months

**NEW AGREEMENT OR
VARIATION:** Replaces EA01/120.

GAZETTAL REFERENCE: 27 February 2009

DATE TERMINATED:

NUMBER OF PAGES: 6

COVERAGE/DESCRIPTION OF

EMPLOYEES: The agreement applies to all employees employed by Marist Youth Care Limited, located at 151 Reservoir Street, Blacktown NSW 2148, engaged in the Out of Home Care and High needs programs, who fall within the coverage of the Social and Community Services Employees (State) Award

PARTIES: Marist Youth Care Limited -&- the Australian Services Union of N.S.W.

MARIST YOUTH CARE LIMITED ENTERPRISE AGREEMENT 2008

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1. Title

This agreement will be known as the Marist Youth Care Limited Enterprise Agreement 2008.

2. Parties Bound

This agreement is binding on:

- (a) Marist Youth Care Limited of 151 Reservoir Road, Blacktown, NSW, 2148 ("MYC"); and
- (b) Australian Services Union of N.S.W ("ASU") of Level 1, 39-47 Renwick Street, Redfern, NSW, 2016.

3. Duration

This agreement shall operate on and from the date of its approval by the Industrial Relations Commission of New South Wales and will remain in force for a period of one (1) year.

4. Scope of Agreement

- (a) This agreement shall be read in conjunction with the Social and Community Services Employees (State) Award made on 3 March 2006 as varied from time to time ("SACS Award"). The provisions of this agreement shall prevail over the provisions of the SACS Award to the extent of any inconsistency.
- (b) This agreement applies to all employees of MYC engaged in the Out Of Home Care and High Needs programs of the agency ("the employees").

5. Review of Grade 2 Employees

- (a) Within three months of this agreement commencing operation, a review of existing Grade 2 staff will be conducted (in terms of qualifications and experience and in accordance with SACS Award descriptors) to determine their suitability to be re-graded as Grade 3.
- (b) In addition to (a) above and consistent with current practice, it is agreed employees will be offered opportunities to undertake Certificate III and IV training internally. Upon the successful completion of such training, such employees will automatically be re-graded to a Grade 3 employee.

6. Salary Sacrifice and Associated Arrangements

- (a) Salary packaging shall operate in accordance with the law as varied from time to time.
- (b) 100% of the benefit of salary packaging will be provided to all employees.

- (c) Unless an employee chooses to the contrary, MYC will pay the administration costs for salary packaging up to 31 March 2009.
- (d) In addition, MYC will make available to all employees access to other non - reportable benefits (being for meals and beverages) up to the value of \$5,200.00 per annum. This arrangement will operate in accordance with the law as varied from time to time.
- (e) MYC will continue to provide salary packaging and non-reportable meal and beverage benefits to the employees for the period that the relevant legislative provisions remain in their current form only.
- (f) If at any time in the future legislative changes result in employees losing any benefits referred to in this clause, then MYC will not be required to make up any loss incurred by an employee as a result of such changes.

7. Rosters

The following rosters will operate in High Needs houses and Out of Home Care houses on and from 1 December 2008:

- (a) High Needs

Weekdays: 8am - 4.30pm; 4pm -11 pm (S/O) 7am - 8:30am; 3pm -11 pm (support) Weekends: 11 am - 11 am (S/O); 11 am - 11 pm (support)*

- (b) Out of Home Care

Weekdays: 2pm - 11 pm (S/O) 7am - 9am; 3pm - 11 pm (support)^ Weekends: 11 am - 11 am (S/O); 11 am - 11 pm (support)*

* Start times for support shifts are indicative and are to be determined in accordance with the needs of the residents.

- (c) The rosters in subclauses (a) and (b) will be trialled for a period of 4 months from 1 December 2008. To facilitate that trial a committee will be established comprised of representatives of MYC and MYC employees as well as the ASU and its delegates. The committee will monitor the implementation of the rosters and will resolve disputes that arise in respect of the implementation and will conduct a review of the trial upon its completion.

8. Alternative Rosters Depending on House Needs

- (a) The rosters in clause 7(a) may be varied to accommodate an alternative roster in High needs houses as listed below:

Alternative High Needs Roster

Weekdays - 10am - 11pm (S/O) , 7am - 10am; 3pm - 11pm (support)

Weekends - 10am - 11pm (S/O) , 7am - 10am; 11am - 11pm (support)*

*Start times for support shifts are indicative and are to be determined in accordance with the needs of the residents.

- (b) In relation to the 10 am - 11pm (S/O) component of the above Alternative High Needs roster, the shift loadings as per clause 15.3(a) of the SACS award shall apply from 2.00pm only.
- (c) The Alternative Roster shift referred to in this clause will be paid as follows:

10.00am - 2.00pm base rate - no shift loading

2.00pm - 11.00pm evening shift loading

11.00pm - 7am sleepover allowance
7.00am - 10.00am base rate - no shift loading

- (d) Notwithstanding the application of overtime rates when applicable, it is agreed that for all shifts completed pursuant to this Enterprise Agreement, base rates would apply in all circumstances up to 2pm.
- (e) Where the roster provided for in clause 8(a) is unanimously agreed to by employees in that house in the first instance, then the alternative roster may be implemented anytime after the 15 January 2009 in accordance with the existing conditions of the SACS award.

9. Availability of Agreement

A copy of this agreement will be kept in all workplaces and made available to all employees of MYC.

10. General Savings

Nothing in this agreement will be construed to reduce the wages and/or conditions to which any employee may have been entitled prior to the making of this agreement.

11. Signatories to Agreement

Signed for and on behalf of Marist Youth Care Limited.