

## **REGISTER OF ENTERPRISE AGREEMENTS**

**ENTERPRISE AGREEMENT NO:** EA12/4

**TITLE: Eurobodalla Shire Council Care Workers Enterprise Agreement 2012**

**I.R.C. NO:** IRC11/1842

**DATE APPROVED/COMMENCEMENT:** 30 April 2012 / 30 April 2012

**TERM:** 36

**NEW AGREEMENT OR  
VARIATION:** New.

**GAZETTAL REFERENCE:** 29 June 2012

**DATE TERMINATED:**

**NUMBER OF PAGES:** 6

**COVERAGE/DESCRIPTION OF**

**EMPLOYEES:** The agreement applies to Care Worker employees employed by Eurobodalla Shire Council, located at Vulcan Street, Moruya, NSW 2537, who fall within the coverage of the Local Government (State) Award 2010.

**PARTIES:** Eurobodalla Shire Council -&- the New South Wales Local Government, Clerical, Administrative, Energy, Airlines & Utilities Union

**EUROBODALLA SHIRE  
COUNCIL  
CARE WORKERS  
ENTERPRISE AGREEMENT  
2012**

## **1. TITLE**

This Agreement is the Eurobodalla Shire Council Care Workers Enterprise Agreement 2012 – 2015 ('Agreement')

## **2. DEFINITIONS**

Except as otherwise defined:

'Association' shall mean the Local Government and Shires Associations of NSW;

'Award' shall mean the Local Government (State) Award 2010, as amended from time to time;

'Council' shall mean the Eurobodalla Shire Council;

'USU' means the New South Wales Local Government, Clerical Administrative, Energy, Airlines & Utilities Union;

'Commission' shall mean the New South Wales Industrial Relations Commission

## **3. PARTIES BOUND**

- a. This Agreement shall apply to all those employees employed in the position of Care Worker by Council.
- b. This Agreement has been entered into in good faith and without duress

## **4. SCOPE AND COVERAGE**

- a. This Agreement is made pursuant to section 29 of the Industrial Relations Act 1996 (NSW)
- b. This Agreement does not displace the Award. The terms and conditions of this Agreement prevail to the extent of any inconsistencies between the Agreement and the Award.
- c. This Agreement will operate from the date of approval by the Commission and will remain in force for a period of three (3) years.

## **5. AIMS OF THIS AGREEMENT**

- a. The aims of this Agreement are to provide Care Workers with similar terms and conditions to that of other Council employees.

## **6. NO FURTHER CLAIMS**

- a. During the period beginning on the date this Agreement is approved by the Commission and ending on the nominal expiry date, no further claims

may be pursued in respect of terms and conditions of this Agreement by a party to the Agreement.

- b. This clause shall not preclude the parties from varying the Agreement by consent.

## **7. ANTI – DISCRIMINATION**

- a. It is the intention of the parties bound by 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.
- b. It follows that in fulfilling their obligations under the dispute resolution procedures prescribed in this agreement, the parties have obligations to take all reasonable steps to ensure that the operations 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 provisions of the agreement which, by its terms or operation, has a direct or indirect discrimination effect.
- c. Under the Anti Discrimination Act (NSW) 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.
- d. Nothing in this clause is taken to affect;
  - i. Any conduct or act which is specifically exempted from anti discrimination legislation;
  - ii. Offering or providing junior rates of pay to persons under 21 years of age;
  - iii. Any act or practice of a body established to propagate religion which is exempt under section 56(d) of the Anti Discrimination Act (NSW) 1977;
  - iv. A party to this agreement from pursuing matters of unlawful discrimination in any State or Federal jurisdiction.
- e. 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.

## **8. GRIEVANCE AND DISPUTES PROCEDURE**

- a. At any stage of the procedure, the employee(s) may be represented by their Union or its local representative/ delegate and the Council represented by the Association.
- b. The Union delegate shall have reasonable time, without loss of pay, to discuss a grievance or dispute with management at the local level where

prior approval is sought. Such approval shall not be unreasonably withheld.

- c. A grievance or dispute shall be dealt with as follows:
  - i. The employee(s) shall notify the supervisor, or other authorised officers of any grievance or dispute and the remedy sought, in writing;
  - ii. A meeting shall be held between the employee(s) and the supervisor to discuss the grievance or dispute and the remedy sought within two days of notification;
  - iii. If the matter remains unresolved, the employee(s) may request that the matter be referred to the head of the department or another authorised officer for discussion. A further meeting between all parties shall be held as soon as practicable;
  - iv. If the matter remains unresolved, the General Manager, shall provide the employee(s) with a written response. The response shall include the reasons for not implementing any proposed remedy;
  - v. Where the matter remains unresolved, it may be referred to the employee's union or representative and by the general manager or other authorised officer to the Association for further discussions between the parties.
- d. The Industrial Registrar may be advised of the existence of a dispute at any stage of this procedure.
- e. During this procedure and while the matter is in the course of negotiation, conciliation and/ or arbitration, the work practices existing prior to the dispute shall as far as practicable proceed as normal.

#### 9. ANNUAL LEAVE

- a. Annual Leave will accrue as per the Award with the exception of the following employees:

David Crowley	Peter Vine
William Shuetrim	Christine Hoodless
Sean Pratt	Kim Callaghan
Vicki Collins	Margaret McGee
Natalie Gallagher	Joeline Collins
Kim Vukobratovich	Rhonda Connaughton
Cindy Jory	Rachel Noble
Lynette Ridder	Lynette strong

- b. The staff listed at 9 (a) will accrue an additional 1 week of Annual Leave, at their average weekly hours. This entitlement will cease upon promotion, transfer (from Careworker role) or termination.

#### **10. ANNUAL LEAVE LOADING**

- a. Annual leave loading shall not be payable under this Agreement on leave accrued from the date of commencement of this Agreement;
- b. All outstanding Annual Leave Loading entitlements inclusive of any pro rata entitlement, up to and including the date of the commencement of this Agreement shall be paid to the employee at the rate of 17.5% of the ordinary wage as at the date of this Agreement.

#### **11. LONG SERVICE LEAVE**

- a. All future accumulations shall be based on the Award.

#### **12. CLASSIFICATIONS**

- a. As at the date of commencement of this Agreement, the Care Worker shall be graded under the Council's salary system;
- b. For those Care Workers that are Grade 3, Step 2 prior to the commencement of this Agreement, shall be graded as Grade 6, Step 2 and shall be paid the appropriate rate for such grade from the first full pay period on or after the commencement of this agreement;
- c. For those Care Workers that are Grade 3, Step 5 prior to the commencement of this Agreement, shall be graded as Grade 6, Step 3. Those employees that are currently Grade 3, Step 5 shall continue to receive their current rate of pay, until such time as Grade 6, Step 3 exceeds their current rate of pay.

#### **13. HOURS OF WORK**

- a. A full time employee shall work 38 hours a week.
- b. Currently employed Part time employee shall be guaranteed an agreed average number of hours over the four (4) week roster being 30 hours per week for Supported Accommodation staff and 21 hours per week for all other part time staff. Where a Part Time employee is not required to work the agreed average number of hours in the four week period, then they shall be paid for the agreed average number of hours at the ordinary rate of pay.
- c. Future Part time employees will be offered guaranteed average hours on the basis of operational needs.
- d. The ordinary hours of work may be worked Monday to Sunday.
- e. Where an employee is required to travel to a client appointment, then they shall be paid for a minimum of 2 hours.

#### **14. SATURDAY AND SUNDAY WORK**

- a. The ordinary hours worked on a Saturday shall attract a 50% penalty in addition to the ordinary hourly rate of pay;
- b. The ordinary hours worked on a Sunday shall attract a 75% penalty in addition to the ordinary hourly rate of pay.

## **15. SHIFT WORK**

- a. Evening shift shall mean any shift which finishes between 8pm and midnight Monday to Friday;
- b. An employee who works an evening shift shall be paid a loading of 15% in addition to their ordinary hourly rate of pay for the whole shift.

## **16. SLEEPOVER**

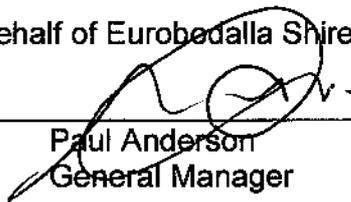
- a. A Sleepover shall mean a continuous period of eight (8) hours during which an employee is required to sleep at the workplace and be available to deal with any urgent situation which cannot be dealt with by another employee or which cannot be dealt with after the end of the sleepover period;
- b. Where an employee is required to sleepover, Council shall take all reasonable steps to enable the employee to sleep on the premises, which include the provision of a bed with privacy, access to a bathroom, toilet and a meal room for the employee.
- c. An employee shall only be required to sleepover where there is agreement between the employee and Council, and generally such agreement will be reached at least one week prior to each occasion, except in the case of an emergency;
- d. The sleepover allowance is the equivalent to three hours payment at the employee's ordinary rate of pay. Such payment is payable for the purpose of compensating the employee for sleeping over and for all necessary work up to two hours in duration, in the sleepover period.
- e. Where an employee is required to work in excess of two hours during the sleepover period, then they shall be paid for all time worked in excess of the first two hours at the appropriate overtime rate of pay.
- f. An employee on a sleepover shall not be required to work more than eight hours before, and/or more than eight hours after a sleepover, unless provision has been made to work longer hours for the purpose of providing more continuous leisure time within the roster and this has the genuine agreement of the employee affected.
- g. Where such an arrangement as outlined in subclause (f) is entered into, Council must ensure that the arrangement does not adversely affect the health and safety of the employee(s) involved.

## **17. TRAVELLING**

- a. All employees covered by this agreement will have a fixed starting point of the Moruya Administration Building and will be entitled to the travelling allowance, as it applies, identified at Clause 14 (x) **Travelling Allowance** of the Award.
  
- b. All employees required to travel between clients and/or transport clients in their own vehicle shall be entitled to the vehicle allowance, as it applies, identified at Clause 14 (ix) **Vehicle Allowance** of the Award.

**18. SIGNATORIES.**

Signed for and on behalf of Eurobodalla Shire Council:

Signature:   
Paul Anderson  
General Manager

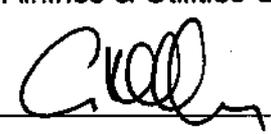
Date: 13 JANUARY 2012

Witness: Attoda

Position: Executive Assistant

Date: 13 January 2012

Signed for and on behalf of the New South Wales Local Government, Clerical Administrative, Energy, Airlines & Utilities Union:

Signature:   
General Secretary

Date: 30<sup>TH</sup> MARCH 2012

Witness: Paul Wesley

Position: Organiser South

Date: 30. March 2012