

**REGISTER OF
ENTERPRISE AGREEMENTS**

ENTERPRISE AGREEMENT NO: EA00/141

TITLE: Share Care Incorporated Enterprise Agreement 1999

I.R.C. NO: 99/7050

DATE APPROVED/COMMENCEMENT: 4 February 2000

TERM: 24 months

**NEW AGREEMENT OR
VARIATION: New**

GAZETTAL REFERENCE:

DATE TERMINATED:

NUMBER OF PAGES: 9

COVERAGE/DESCRIPTION OF

EMPLOYEES: Applies to employees engaged at 15 Romney Crescent Miller who are employed in the company's Peer Support Program and Playgroups

PARTIES: Australian Services Union of N.S.W. -&- Share Care Incorporated

Registered
Enterprise Agreement
Industrial Registrar

SHARE CARE INCORPORATED ENTERPRISE AGREEMENT, 1999.

The Share Care Incorporated Enterprise Agreement is made pursuant to Part 2 of Chapter 2 of the *Industrial Relations Act 1996* (NSW).

PART A

1. TITLE

This agreement shall be known as the **Share Care Incorporated Enterprise Agreement, 1999**.

2. ARRANGEMENT

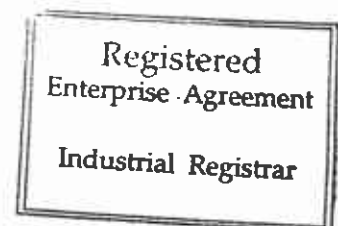
Clause No.	Subject Matter
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PART B MONETARY RATES

3. DEFINITIONS

“Engagement Period” shall mean a discrete fixed-term period of work, which shall commence and cease upon dates of work, nominated by the employer in advance.

“Recess Period” shall mean the period between the cessation of one Engagement Period and the commencement of another.



4. PARTIES

The parties to this agreement are:

Share Care Incorporated; and

Australian Services Union of New South Wales (the Union).

5. COVERAGE AND NOMINAL TERM

5.1 This Enterprise Agreement shall apply to all employees of Share Care within the scope of the Award described in Clause 6.

5.2 This enterprise agreement shall apply on and from 4 February, 2000 being the date of registration by the Industrial Relations Commission of New South Wales and shall have a nominal term of two years.

6. RELATIONSHIP TO PARENT AWARD

It has been determined by the parties to this Enterprise Agreement that the agreement shall be read and interpreted wholly in conjunction with the **Social and Community Services Employees (State) Award** ('the Award') and provided that where there is any inconsistency, this Enterprise Agreement shall take precedence unless otherwise specified.

7. INTENTION

The purpose of this agreement is to allow employees to be employed for non consecutive periods throughout the year. These periods will be referred to here after as Engagement Periods.

Employment on a sessional basis will allow an employer to stand down employees without pay between the engagement periods. This period will be referred to here after as the Recess Period.

8. SESSIONAL EMPLOYEES

8.1 An employee may be engaged as a sessional employee, to work during an engagement period or periods. Subject to clause 8.4, employment shall only continue for the duration of each Engagement Period.

8.2 A Recess Period between successive engagement periods will not be regarded as a break of employment for the purposes of calculating leave entitlements, other than sick leave.

However, subject to Clause 8.4 no wages shall be payable during a Recess Period.

- 8.3 The commencement and termination dates for each engagement period shall be provided to employees no later than 21 days prior to the commencement of the engagement period.
- 8.4 During a Recess Period, subject to clause 8.5 sessional employees may elect either:
- 8.4.1 not to be available to work during such periods; or
 - 8.4.2 to be available for work during such periods; or
- 8.5 If work is available in the Recess Period, at least 21 days prior to the commencement of the Recess Period, the employer will distribute a form to all sessional employees to enable them to indicate their choice in accordance with Clause 8.4. The employee is required to complete and return this form to the employer within one (1) week of receiving it. If any employee fails to complete this form the employer may assume that the employee is unavailable for work during such period.
- 8.6 A sessional employee engaged on a part time basis is entitled in all other respects to the provisions of this agreement on a pro rata basis, provided that accrued and untaken leave entitlements will carry forward to the next engagement period.

9. REMUNERATION

- 9.1 The employee's minimum rate of pay shall be the appropriate rate of pay, as set out in Table One of Part B - Monetary Rates of this agreement. Providing that:
- 9.1.1 Existing employees will receive the hourly rate prescribed in column 2 of Table 1 of Part B - Monetary Rates of this agreement; and
 - 9.1.2 Employees employed subsequent to the operation of this agreement will receive the hourly rate prescribed in column 3 of Table 1 of Part B - Monetary Rates of this agreement.
- 9.3 The rates of pay in Table One of this Agreement shall be varied in accordance with any increase in award rates of pay, by way of State Wage-Case decision or otherwise.

10. SICK LEAVE

- 10.1 Subject to this clause an employee is entitled to sick leave in accordance with the Award.
- 10.2 In the event of an existing employee becoming sick and unfit for duty, they shall be entitled to 15 days sick leave on full pay each year on a pro-rata basis.

Example:

Weeks worked per annum (sessional employee)	44	weeks
Weeks worked per annum (full time employee)	52.14	weeks
Hours worked per week (sessional employee)	8	hours
Hours worked per week (full time employees)	35	hours
Sick leave entitlement (full time employees)	15	days

Sick Leave Entitlement - Sessional Employee

$$44/52.14 \times 105 \text{ hours} = 88.61 \text{ hours per annum}$$

Pro-rata Sick Leave Entitlement - Sessional Employee

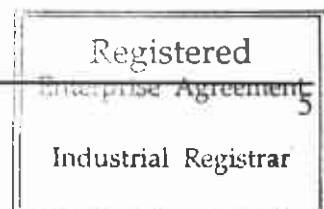
$$8/35 \times 88.61 = 20.25 \text{ hours per annum}$$

- 10.3 Sessional employees, employed subsequent to the operation of this agreement shall receive sick leave entitlements in accordance with 10.2 providing that such calculation shall be made using a 40 hour per week divisor.
- 10.4 For a sessional employee, the entitlement to sick leave will be based on the fixed hours worked in the engagement periods in each year. At the completion of that year the calculation in 10.2 will be performed again based on the actual hours worked per week throughout the preceding year. If the calculation produces an entitlement in excess of the entitlement based on the employee's fixed hours the excess entitlement will be added to the sessional employee's accrual of sick leave in accordance with clause 8.6.
- 10.5 If in accordance with 10.4 above an employee is entitled to additional sick leave for the previous year an employee may elect to be reimbursed for any authorised unpaid sick leave taken within that year in accordance with the Award.

11. ANNUAL LEAVE

11.1 Annual Leave

- 11.1.1 Subject to this clause an employee is entitled to annual leave in accordance with the *Annual Holidays Act 1944*.
- 11.1.2 By agreement a sessional employee and Share Care shall nominate a period when annual leave shall be taken in the recess period.
- 11.1.3 Due to the operational requirements of Share Care it is preferred that annual leave is taken in accordance with 11.1.2, however, by agreement an employee may take annual leave within the engagement period.



11.1.4 In absence of agreement and with the provision of one months notice, Share Care may nominate a period when an employee is to take annual leave.

11.1.5 Except by agreement the nominated period of annual leave shall be in one consecutive period of 4 weeks or two periods which shall be three weeks and one week respectively. By agreement, up to a maximum of 4 separate periods of annual leave may be taken.

11.1.6 The rate of pay for a sessional employee on annual leave shall be the ordinary weekly rate of pay during an Engagement Period.

11.1.7 Any non working time resulting from an employee election under the provisions of clause 8.4 will not be regarded as a break of employment for the purposes of calculating annual leave entitlements.

11.2 Annual Leave Loading

Annual leave loading shall be in accordance with the award.

12. LONG SERVICE LEAVE

12.1 An employees entitlement to long service leave shall accrue in accordance with the Long Service Leave Act 1955 (NSW).

12.2 Any non working time resulting from an employee election under the provisions of Clause 8.4 will not be regarded as a break of employment for the purposes of calculating long service leave entitlements.

13. DISPUTE RESOLUTION PROCEDURES

13.1 The parties to this agreement are committed to resolving grievances through open communication and to achieving a prompt resolution of any grievance. A grievance shall be dealt with in the following manner:

13.2 The employee(s) shall attempt to solve the grievance with their immediate supervisor.

13.3 Should the matter remain unresolved, or where discussion with the immediate supervisor would be inappropriate, the employee(s) will notify the Manager or a nominated person of the grievance.

13.4 The Manager or a nominated person shall arrange a meeting with the employee within 7 days of the notification, or as otherwise agreed to attempt a resolution of the grievance.

13.5 The employee will be entitled to have a union representative or nominee present during

any of these stages.

- 13.6 Should the matter remain unresolved the matter may be referred to the Industrial Relations Commission of NSW for conciliation and arbitration, in accordance with the *Industrial Relations Act 1996*.
- 13.7 While the above procedure is being followed, work will continue normally where it is agreed there is an existing practice, but in other cases work will continue on the manager's instruction. No party will be prejudiced as to the final settlement by continuation of work.

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14. SIGNATORIES

Signed for and on behalf of Share Care Incorporated.

M. Taylor
(Signature of Witness)

W. J. Livesey
(Signature)

Marilyn Taylor
(Name of Witness)

WILLIAM JOHN LIVESEY.

7th December 1999
(Date)

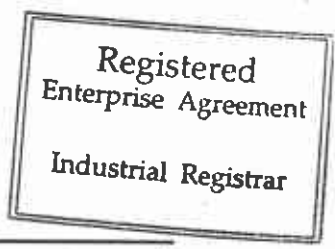
Signed by the Australian Services Union on behalf of employees to be covered by this agreement.

L. Foley
(Signature of Witness)

Alison Peters
(Signature)

LUKE FOLEY.
(Name of Witness)

2/12/99.
(Date)



PART B

MONETARY RATES

Basic Wage for Adult Employees: \$121.40

Table 1 - Rates of Pay

Classification	Column 1 Total Rate of Pay Per Week	Column 2 Part-time Hourly Rate of Pay	Column 3 Part-time Hourly Rate of Pay
Social Welfare Assistant			
Year 1	376.85	10.77	9.42
Year 2	396.03	11.32	9.90
Year 3	415.21	11.86	10.38
Social Welfare Worker Category 1			
Year 1	451.65	12.90	11.29
Year 2	474.80	13.57	11.87
Year 3	498.39	14.24	12.46
Year 4	521.98	14.91	13.05
Social Welfare Worker Category 2			
Year 1	543.56	15.53	13.59
Year 2	567.15	16.20	14.18
Year 3	588.74	16.82	14.72
Year 4	612.33	17.50	15.31
Year 5	635.92	18.17	15.90
Social Welfare Worker Category 3			
Year 1	659.51	18.84	16.49
Year 2	683.10	19.52	17.08
Year 3	706.69	20.19	17.67
Year 4	728.27	20.81	18.21

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