

ENTERPRISE AGREEMENT

NO: E.A. 214 /1994

DATE REGISTERED: 30-6-94

PRICE: \$ 10-00

Marriage Counsellors, Pregnancy Counsellors, Family Support Workers and Community Workers employed by Centacare, Catholic Family Services, Diocese of Broken Bay

ENTERPRISE AGREEMENT

Arrangement

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1. Parties to the Agreement

This agreement is made between Centacare Catholic Family Services, Diocese of Broken Bay (the "employer") and staff employed as marriage counsellors, pregnancy counsellors, family support workers and community workers.

2. Scope of Agreement

This agreement shall apply to marriage counsellors, pregnancy counsellors, family support workers and community workers employed by the employer.

3. Definitions

"Award" means the Charitable institutions (Professional Staff Social Workers) (State) Award or the Social and Community Services Employees (State) Award.

"Program Manager" means the Program Manager at Centacare Catholic Family Services, Diocese of Broken Bay, or any person that replaces the Program Manager.

"Director" means the Director of Centacare Catholic Family Services, Diocese of Broken Bay or any person that replaces the Director.

"Union" means the Public Service Association of New South Wales or the Australian Social Welfare Union, NSW Branch.

4.Award

Except as provided by this agreement, the conditions of employment of marriage counsellors, pregnancy counsellors, family support workers, and community workers will be in accordance with the relevant Award that applies to the employee's employment.

5.Hours of Employment

The ordinary hours of work for full-time employees shall be 70 hours in any two week period.

The ordinary spread of hours is from 8 am to 10 pm. Employees will not normally be required to work more than ten hours in any day.

The Program Manager shall roster the working hours of the employees within the ordinary spread of hours in consultation with the employee, to suit the reasonable needs of the clients and the requirements of the employer.

6.Time Off in Respect of Overtime Worked

Where an employee performs duty in excess of their ordinary hours at the request of the employer, the employee may, at his/her request and with the agreement of the employer, subsequently be released from duty in ordinary time subject to the following conditions:-

- (a) Where an employee takes any period of time off in accordance with this agreement, the time off shall be without pay and shall equate to the relevant periods of time worked. However, the relevant and equivalent period of overtime shall be paid for at ordinary rates of pay in the pay period in which the time off is taken.
- (b) An employee may not accumulate more than twenty eight hours of equivalent time off which shall be taken within eight weeks of its accrual.
- (c) Employees shall record time worked on individual work attendance record sheets, stating exact starting and finishing times, on a daily basis. Applications for release from duty shall be in writing and submitted to the Program Manager with the completed record sheet on a fortnightly basis.
- (d) Prior to termination of employment, every effort should be made to take time off equivalent to overtime accrued. Any outstanding balance on termination shall be paid at the appropriate overtime rate otherwise applicable.

7. Dispute Avoidance and Grievance Procedure

- (a) The objective of these procedures is the avoidance and resolution of industrial disputation, arising under this agreement, by measures based on consultation, co-operation and negotiation.
- (b) Without prejudice to either party, the parties to this Agreement shall ensure the continuation of work in accordance with this Agreement and custom and practice.
- (c)
 - i. In the event of any matter arising under this Agreement which is of concern or interest, the employee shall discuss this matter with the Program Manager or his/her nominee.
 - ii. If the matter is not resolved at this level, the employee may refer his/her matter to the nominated representative of the employee, who will discuss the matter with the Director or his/her nominee.
 - iii. If the matter remains unresolved, it shall be referred to the nominated representative of the employee and the Executive Director of the Catholic Industrial Office or his/her nominee for discussion and appropriate action.
 - iv. If this matter cannot be resolved at this level it may be referred to the Industrial Relations Commission of New South Wales.
- (d) Nothing contained in this procedure shall prevent the General Secretary of the relevant Union or his/her nominee or the Executive Director or his/her nominee from entering into negotiations at any level either at the request of a member or on their own initiative in respect of matters in dispute should such action be considered conducive to achieving resolution of the dispute.

8. Duress

This enterprise agreement was not entered into by any party under duress from any other party or any other person or persons.

9. Term

This enterprise agreement shall continue in force for 12 months.

Jim Grainger

Jim Grainger
Director
Centacare Catholic Family Services
Diocese of Broken Bay

17 December 1993.

D. Norris
Diane Norris

J. Innis
Jo-Anne Innis

Carolyn Adams
Carolyn Adams

D. McKeown
Denise McKeown

D. Lee
Diane Lee

Delsey Guttmann
Delsey Guttmann

Chris Waterford
Chris Waterford

Paula Geraghty
Paula Geraghty

Patricia Fitzpatrick
Patricia Fitzpatrick

Janet Lawson
Janet Lawson

Pauline Bombell
Pauline Bombell