

**REGISTER OF  
ENTERPRISE AGREEMENTS**

**ENTERPRISE AGREEMENT NO: EA03/187**

**TITLE: Mountains Outreach Community Service Inc. Enterprise Agreement 2003**

**I.R.C. NO:** IRC3/4202

**DATE APPROVED/COMMENCEMENT:** 22 August 2003

**TERM:** 36

**NEW AGREEMENT OR  
VARIATION:** New

**GAZETTAL REFERENCE:** 31 October 2003

**DATE TERMINATED:**

**NUMBER OF PAGES:** 7

**COVERAGE/DESCRIPTION OF**

**EMPLOYEES:** Applies to permanent and fixed term employees of Mountains Outreach Community Service Inc. who fall within the coverage of the Social and Community Services Employees (State) Award and the Miscellaneous Workers Kindergartens and Child Care Centres (State) Award

**PARTIES:** Mountains Outreach Community Service Inc -&- Michael Barrett, Lynette Bevington, Jill Clarke, Catherine Dunn, Ken Henderson, Lee Koller, Jeanette Mizzi, Susan Pearce, Lynette Reynolds, Jacqueline Taylor

## **THE MOUNTAINS OUTREACH COMMUNITY SERVICE INC ENTERPRISE AGREEMENT 2003**

### **1. Title of Agreement**

The title of this agreement is "The Mountains Outreach Community Service Inc Enterprise Agreement 2003".

### **2. Parties to the Agreement**

The enterprise agreement is made in accordance with:

- (a) the provisions of sections 32-47 of the *Industrial Relations Act* 1996; and,
- (b) the Principles for approving enterprise agreements as provided by section 33(1) of the Act.

The parties to this agreement are Mountains Outreach Community Service Inc. (MOCS Inc), and The Employees of Mountains Outreach Community Service Inc.

### **3. The Enterprise**

The enterprise for which the agreement is made is the office from which all MOCS Inc employees are based, and all venues in the Blue Mountains LGA at which the employees are required to perform their work (as the organisation provides an outreach community service). Currently the office address is 3 New St Lawson; it is planned for the office to move in late 2003 to the Bungarrabee Centre in Oaklands Rd Hazelbrook.

### **4. Intention**

The employees of MOCS Inc work either under the Social & Community Services (State) Award, or under the Miscellaneous Workers Kindergartens and Child Care Centres (State) Award. The enterprise agreement is intended to broaden the hours of work provisions for viability reasons, and to formalize above - Award conditions.

### **5. Duress**

This agreement was not entered into under duress by any party to it.

### **6. Incidence**

The agreement shall regulate partially the terms and conditions of employment previously regulated by the Social & Community Services (State) Award and the Miscellaneous Workers Kindergartens and Child Care Centres (State) Award. Apart from clauses specified in this agreement all other clauses of these Awards shall apply. The Agreement will prevail to the extent of any inconsistency between the relevant Award and this Agreement.

### **7. Term**

This agreement shall operate from the date of registration and shall remain in force for a period of three years unless varied or terminated earlier by the provisions provided by the *Industrial Relations Act* 1996.

### **8. Anti-Discrimination**

The parties agree to interpret and apply the provisions of this agreement in a manner which is not in breach of the *Anti-Discrimination Act* 1977.

## 9. Enterprise Agreement Contents

1. Hours of Work (including Flexi-time, Time-in-Lieu, and Temporary Extension of Hours provisions)
  - 1.1
    - (a) The spread of ordinary hours may be worked between 8.00 am and 6.30 pm, Monday to Friday inclusive, or as otherwise mutually agreed.
    - (b) For Mountains Mobile Minders (MMM) Staff : ordinary hours include evenings and weekends, as rostered by MMM Co-ordinator. See 1.6/ of this clause.
  - 1.2 For staff employed under the SACS Award, the ordinary hours of work shall be 35 hours per week for a full-time employee. For staff employed under the Miscellaneous Award, the ordinary hours of work shall be 38 hours per week for a full-time employee. All conditions are pro-rata for part-time employees.
  - 1.3 The employee may arrange their hours provided they are within the range of ordinary hours specified and the employee is on duty during office and direct service hours; as negotiated with the relevant Co-ordinator.
  - 1.4 Hours of work and flexi-time provisions - the employee will work the hours specified in the relevant job description on a flexi-time arrangement that shall compensate the employee for duties performed in excess of the aforementioned hours per week on the basis of one hour for every extra hour worked, and equivalent hour/s can be taken as paid leave.

The employee shall be entitled to accumulate flexi-time entitlements up to the equivalent of two of their normal working weeks over a school term, with flexi-time leave entitlement to be taken within that school term/holidays period unless negotiated with the employer via the MOCS Co-ordinator.

If the employee wishes to take more than the equivalent of one of their normal weekly days flexi-time at any one time, application must be made to the employer via the MOCS Co-ordinator, provided that the employer may not prevent the employee from taking flexi-time leave entitlements within the aforesaid (school term) period.

Any flexi-time to be taken in consultation with other workers to ensure that the service remains adequately staffed.
  - 1.5 Leave from work, other than flexi-time, may be taken by prior mutual agreement between the employee, other staff and the employer via the MOCS Co-ordinator. A maximum of the equivalent of 2 ordinary working days may be taken at any one time without prior approval of the MOCS Co-ordinator. Employees working under 20 hours per week may take up to half of their weekly hours as leave, without permission from the MOCS Co-ordinator.
  - 1.6 Where employees are required to work on weekends or evenings, a time-in-lieu arrangement will exist, allowing employees to be compensated by 1.5 hours for every hour worked after 6.30 pm (weekdays) or on a Saturday; 2 hours for every hour worked after 6.30 pm (Saturday) or on a Sunday; and 2.5 hours for every hour worked on a public holiday. Prior agreement of the employer via the MOCS Co-ordinator is required, except in the case of MMM staff who are rostered occasionally by MMM Co-ordinator to work evenings and weekends.

- 1.7 The employee will accurately enter their hours of work on a timesheet provided by the employer.
- 1.8 The employee shall attend meetings deemed relevant to that position. Attendance at meetings shall be counted as hours of work.
- 1.9 Funding does not allow the provision of "paid" overtime. See 'flexi-time' item 4/ of this clause, 'time-in-lieu' item 6/ of this clause, and 'temporary extension of hours' item 10/ of this clause.
- 1.10 Further to the above flexi-time and time-in-lieu conditions outlined in this clause, if a situation occurs where an employee elects to work extra shifts and claim payment additional to the permanent wage in lieu of accumulating flexi-time hours, a temporary extension of hours can take place.

This temporary extension of hours may be enacted by negotiation between the employee and the employer via the MOCS Co-ordinator, where it is clear that the arrangement is mutually beneficial to both the employee and the employer.

## 2. Public Holidays

- 2.1 All full-time employees shall be entitled to take the equivalent of all public holidays (as gazetted by state government) leave each year to observe cultural holidays (including statutory public holidays) without loss of pay.
- 2.2 Where appropriate, the individual employee may substitute the actual public holiday for a day of cultural significance to them. Subject to the relevant award, where an employee wishes to observe days of cultural or religious significance that are different to statutory public holidays, the employee shall inform the employer which day/s they wish to observe. Upon agreement, these day/s are to be put in writing, also indicating which statutory public holiday/s the employee wishes to exchange them for.

## 3. Sick Leave

- 3.1 An employee shall be entitled to be absent without loss of pay on account of personal illness or injury not sustained in the course of duty. The entitlement for SACS Award employees is 70 hours in each twelve months of service for full-time employees and on a pro-rata basis for part-time or temporary employees. The entitlement for Miscellaneous Award employees is 76 hours in each twelve months of service for full-time employees and on a pro-rata basis for part-time or temporary employees. An employee taking three or more consecutive days sick leave shall provide proof of such illness or injury in the form of a medical certificate. The employee can claim paid sick leave after 8 weeks of service.
- 3.2 In accordance with the relevant Awards, an employee is entitled to take sick leave on behalf of (but not restricted to) children or other persons as described in the Personal/Carer's Leave provisions of the relevant Award.
- 3.3 If the employee becomes sick or is injured while on annual leave so that the employee is unable to derive benefit from their annual leave, they shall be entitled, if so elected, to convert up to one week of that period of annual leave to sick leave (if entitled to sick leave) and take the outstanding annual leave at a time convenient to both the employee and the employer. Proof of such illness or injury in the form of a medical certificate shall be provided for the employer.

## 4. Annual Leave

- 4.1 Annual leave shall be granted and paid in accordance with the terms of the Annual Holidays Act, 1944 and the relevant award.

- 4.2 Applications for annual leave must be approved by the Management or relevant Committee, via the MOCS Co-ordinator and a staff meeting.
  - 4.3 At the approval of the relevant committee, leave can be taken in any combination of days with a minimum of one day and a maximum of eight weeks. Provided that employees working as a Child Care worker, who are not rostered to work during the annual Christmas school term break, must make special application to the Management Committee for annual leave to be taken outside of the Christmas break.
5. Conference and Staff Training
- 5.1 An employee, at the discretion of the relevant Committee, may attend the following :
    - (i) Conferences and seminars relevant to their work as determined by agreement between the employee and relevant Committee,
    - (ii) Training as agreed by the employee and relevant Committee.
  - 5.2 An employee is classified as on duty when attending conferences relevant to the employee's work, subject to item 1/ of this clause. Such attendance must be authorised in advance by the Management Committee, with hours of attendance nominated and flexi-time and time in lieu agreed upon in advance if applicable.
  - 5.3 The employee shall be entitled to reimbursement for reasonable additional expenses associated with attendance at the conference, to an amount agreed upon prior to the conference, within the Project's staff training budget.
6. Study and Examination Leave
- 6.1 After three months of service (unless by prior agreement with the Management Committee upon commencement of employment) a permanent employee may apply for paid study leave to a maximum of the equivalent of two weeks per year, 70 hours for a full-time employee and pro-rata for a part-time employee.
  - 6.2 All applications for study leave shall be considered on an individual basis by the Management Committee. Consideration will be given to the relevance of the study to the employee's current position and future development within the organisation, and the impact of the leave on the employee's workplan, other team members and the service.
  - 6.3 Study Leave may be accumulated throughout the year and taken prior to examinations provided that the maximum to be taken at any one time shall be equivalent to an employee's ordinary working week.
7. Special Leave
- 7.1 Compassionate Leave
    - (a) A full-time or part-time employee shall be entitled to three ordinary working days per year paid leave for compassionate reasons which shall include but not be limited to bereavement due to death or illness in the employee's family. Family includes blood relatives and other significant persons.
    - (b) The employer may offer extended compassionate leave at their discretion.
8. Parental Leave

- 8.1 An employee shall be entitled to conditions as per the *NSW Industrial Relations Act 1996*. In addition, the following entitlements shall apply.
- 8.2 A female employee who is the natural or adoptive mother shall be entitled to one weeks' paid maternity leave to be taken not later than 4 weeks after the birth or arrival of the child.
- 8.3 A male employee who is the natural or adoptive father shall be entitled to one weeks' paid paternity leave to be taken not later than four weeks after the birth or arrival of the child.
9. Long Service Leave
- 9.1 The provisions of the Long Service Leave Act, 1955, shall apply except as hereinafter provided.
- 9.2 An employee shall be entitled to paid long service leave after five years of service at the rate of one month for every five years of service on a pro-rata basis, and continue to accumulate on a pro-rata basis. This means in part, that 4.33 weeks leave may be taken after five years.
- 9.3 An employee who has a total of period of employment by Mountains Outreach Community Service that exceeds five years in the past six years will be entitled to Long Service Leave.
- 9.4 Long service leave will not be paid after five years service if the employee is dismissed for serious and willful misconduct.

## **10. Travel**

- 10.1 An employee required by the employer to use public transport in the performance of their duties (other than to and from the usual place of employment) shall be recompensed any fares.
- 10.2 An employee required by the employer to use their own vehicle in the performance of their duties (other than to and from the usual place of employment) shall be paid 48 cents per kilometre, as a direct reimbursement, equivalent to the rates prescribed from time to time by the SACS (State) Award. This reimbursement covers the cost of fuel, and contributes to the cost of vehicle maintenance and Comprehensive Motor Vehicle Insurance. If an employee's job description specifies that holding a driver's license is essential, the employee is obligated to hold the appropriate current license, and keep the employer informed of the correct license details. The employee is obligated to inform the employer if the license has been revoked or is under threat of being cancelled.
- 10.3 Further to this clause regarding travel reimbursements, it is agreed that for Mountains Mobile Minders workers, the 'usual place of employment' could on any given day be either MOCS' office as a base, or any venue in the Blue Mountains where the employee is rostered to work.

Because of this, when a Mountains Mobile Minders worker is required by the employer to travel directly from home to a work venue (or vice versa), and the distance is greater than the distance from the employee's home to MOCS' office, the employee shall be reimbursed for the amount of travel in excess of the distance from their home to the MOCS office.

In addition, it is agreed that when Mountains Mobile Minders workers are required to travel directly from one venue to another, they are entitled to claim for the full amount of the distance travelled.

- 10.4 Whereby an employee is entitled to drive the Blue Mountains City Council (BMCC) owned MOCS van for work purposes, and is entrusted with a key to the van, the employee has a duty to disclose to the employer, any circumstance in which the employee's license:

has been revoked, or

is under threat of being cancelled.

This condition is part of MOCS Inc. obligation to BMCC for having use of the van.

### **11. Leave Without Pay**

- 11.1 An employee of twelve months duration may request leave without pay for up to twelve months, granted at the discretion of the Management Committee. The employee will apply to the Management Committee (and Service Committee if applicable) via the relevant Co-ordinator for leave without pay at least six weeks in advance where possible.
- 11.2 Where an employee is granted leave without pay for more than four weeks in a 12 month period, other leave entitlements for that period would not accrue.

### **10. Signatories to the Agreement**

Signed for and on behalf of Mountains Outreach Community Service Inc.

Steve Hackett, Chairperson  
Common Seal:  
Date

And  
Signed by

Mick Barrett, MOCS Co-ordinator  
Date

Lyn Reynolds, Financial Administrator  
Date

Lyn Bevington, Community Development Worker  
Date

Cathy Dunn, Childrens Community Development Worker  
Date

Jane Ley, Parenting Young Co-ordinator  
Date

Jill Clarke, MMM Child Care Worker  
Date

Lee Koller, BMOCCS Co-ordinator  
Date

Jeanette Mizzi, BMOCCS Child Care Worker  
Date

Amanda Down, BMOCCS Child Care Worker  
Date