

REGISTER OF ENTERPRISE AGREEMENTS

ENTERPRISE AGREEMENT NO: EA05/14

TITLE: **Christian Brother Agreement 2004**

I.R.C. NO: IRC4/6099

DATE APPROVED/COMMENCEMENT: 10 November 2004 / 10 November 2004

TERM: 36

**NEW AGREEMENT OR
VARIATION:** New.

GAZETTAL REFERENCE: 11 February 2005

DATE TERMINATED:

NUMBER OF PAGES: 3

COVERAGE/DESCRIPTION OF

EMPLOYEES: The agreement applies to all employees employed by Trustees of the Christian Brothers engaged as Community Service Workers who fall within the coverage of the Social and Community Services Employees (State) Award.

PARTIES: Trustees of the Christian Brothers -&- the Australian Services Union of N.S.W.

CHRISTIAN BROTHERS AGREEMENT 2004

Arrangement

Clause No.	Subject Matter
1.	Parties
2.	Scope of Agreement
3.	Award
4.	Sleepover Arrangement
5.	Ordinary Hours of work for Employees
6.	Grievance and Dispute Procedure
7.	Duress
8.	Term

1. Parties to the Agreement

This Agreement is made between the Trustees of the Christian Brothers (Employer) and the employees employed as Community Service Workers by Christian Brothers located at Bidwill, Lethbridge Park and Wollongong, and the Australian Services Union, New South Wales (ASU).

2. Scope of Agreement

This Agreement shall apply to all Community Service Workers employed by the Employer.

However, Clause 5 of this Enterprise Agreement only affects those permanent employees who commenced employment prior to 21 December 2001.

3. Award

Except as provided by this Agreement, the conditions of employment of employees will be in accordance with the Social and Community Services Employees (State) Award (Award).

This Agreement replaces the following Clause set out in the Award:

Clause 30 - Sleepover Allowance

4. Sleepover Arrangement

- 4.1 Should the sleepover clause in the Award be varied during the term of this agreement, and such a variation conflicts with Clause 4 of this Agreement, the Award shall apply.
- 4.2 In accordance with subclause 30.5 - Sleepover Allowance, of the Award, Employees may be engaged to work 24 hours consecutive in order to maximize the leisure time of Employees away from their place of employment.
- 4.3 In accordance with subclause 30.5 - Sleepover Allowance, of the Award, the Employees have agreed to work in excess of 8 hours either side of a Sleepover to give effect to increasing their leisure time away from work.
- 4.4 Employees engaged to work 24 hours consecutive in Youth Emergency Accommodation Unit (YEAU) at Bidwill shall be engaged to work between 8.30am to 8.30am the following day.
- 4.5 Employees engaged to work 24 hours consecutive in the Medium to Long Term Accommodation Unit (MLTU) at Lethbridge Park shall be engaged to work between 10.00am to 10.00am the following day. Such engagement applies on weekends and those weekdays during school holidays (pupil vacation periods).

- 4.6 Employees engaged to work 24 hours consecutive in Eddy's Place (EP) shall be engaged to work between 10.00am to 10.00am the following day.
- 4.7 Employees engaged to work in excess of 8 hours either side of a Sleepover agree that this additional time represents time worked and paid at ordinary hours.
- 4.8 The average number of ordinary hours worked by full-time employees will remain at 38 hours per week over a 4 week period. All employees under this arrangement that are engaged beyond that of 152 hours in a 4 week period will attract overtime as prescribed in Clause 11 - Overtime, of the Award.
- 4.9 In accordance with subclause 30.6 - Sleepover Allowance, of the Award, the Employer and Employees agree to monitor periodically this arrangement to ensure there is no adverse effect to the health and safety of Employees.
- 4.10 Employees shall receive a break of 24 hours after the completion of a 24 hour period of work.
- 4.11 All other terms and conditions of the Award will continue to apply.

5. Ordinary Hours of Work for Employees

For employees covered by this agreement, sleepover shifts will contribute to ordinary hours of work. This will occur at the rate of three hours per sleepover shift, and will be paid at ordinary rates. Accruals for all purposes will accumulate on these hours as normal hours worked.

6. Grievance and Disputes Procedures

- (a) The objectives of these procedures are 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 the Award, this Agreement and custom and practice at Christian Brothers.
- (c)
- (i) In the event of any matter arising under this Agreement, which is of concern or interest, the employees shall discuss this matter with the Co-ordinator or his/her nominee.
- (ii) If this matter is not resolved at this level, the employees may refer this matter to the Union who will discuss the matter with the Director or his/her nominee.
- (iii) If the matter remains unresolved, it may be referred to the General Secretary of the relevant Union or his/her nominee and the Executive Director of Catholic Commission for Employment Relations or his/her nominee for discussion and appropriate action.
- (iv) If the matter cannot be resolved at this level it may be referred to the Industrial Relations Commission of New South Wales

7. Duress

This Enterprise Agreement was not entered into by either party under duress from the other party or any other person or persons.

8. Term

This Enterprise Agreement shall have a nominal term of three years from the date of registration, unless there are any changes to the Sleepover provisions in the Award. Where the Sleepover Clause in the Award is varied, then this Enterprise Agreement would cease to be effective from the date the variation is granted.

**SIGNED FOR AND ON BEHALF OF TRUSTEES OF THE CHRISTIAN BROTHERS
(ARBN 066 939 786)**

By:

Authorised Representative:

In the presence of:

Witness:

Date:

Signed for an on behalf of The Australian Services Union (NSW and Act Services Branch)

By:

Executive President:

In the presence of:

Witness:

Date: