

REGISTER OF ENTERPRISE AGREEMENTS

ENTERPRISE AGREEMENT NO: EA06/8

TITLE: **UnitingCare Burnside Enterprise Agreement 2005**

I.R.C. NO: 05/6272

DATE APPROVED/COMMENCEMENT: 20 December 2005 / 20 December 2005

TERM: 36

**NEW AGREEMENT OR
VARIATION:** Replaces EA02/32.

GAZETTAL REFERENCE: 20 January 2006

DATE TERMINATED:

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COVERAGE/DESCRIPTION OF

EMPLOYEES: The agreement applies to all employees employed by Uniting Care Burnside (an agency of NSW Synod of the Uniting Church in Australia) with the exception of senior management staff and a chaplain, located at 13 Blackwood Place, North Parramatta NSW 2150, who fall within the coverage of the Social and Community Service Employees (State) Award, Miscellaneous Workers' - General Services (State) Award, Clerical and Administrative Employees (State) Award and the Building Employees Mixed Industries (State) Award.

PARTIES: Uniting Care Burnside (an Agency of NSW Synod of the Uniting Church in Australia) -&- the Australian Services Union of N.S.W.

UNITINGCARE BURNSIDE ENTERPRISE AGREEMENT 2005

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2. AGREEMENT TITLE

This agreement shall be known as the UnitingCare Burnside Enterprise Agreement 2005.

3. PARTIES TO THE AGREEMENT

This agreement is made in accordance with the provisions of sections 32 - 47 of the *Industrial Relations Act 1996*. The parties to this agreement are UnitingCare Burnside (an agency of NSW Synod of the Uniting Church in Australia) of 13 Blackwood Place, North Parramatta on the one part and the NSW/ACT Independent Education Union and the Australian Services Union, NSW & ACT (Services) Branch.

4. THE ENTERPRISE

The enterprise for which this agreement is made is UnitingCare Burnside at its various locations throughout New South Wales.

5. THE INTENTION

This Agreement replaces and consolidates the provisions of the former enterprise agreement for these parties - UnitingCare Burnside Staff Enterprise Agreement 2001 (EA02/32).

6. TERMS OF THE AGREEMENT

This agreement shall operate from the beginning of the first full pay period to commence on or after the date of approval of the Agreement by the Industrial Relations Commission of New South Wales and shall remain in force for a period of three (3) years.

7. DISPUTE RESOLUTION PROCEDURE

- 7.1 The parties agree that subject to the provisions of the *Industrial Relations Act 1996*, all grievances, claims or disputes shall be dealt with in the following manner so as to ensure the orderly settlement of the matters in question:
- Any grievance or dispute which arises shall, where possible, be settled by discussion on the job between the employee(s) and the immediate supervisor or the Manager/Senior Manager..
 - If the matter is not resolved at this level, it will be further discussed between the employee(s) and the union representative where appropriate or the employee's nominated representative, and the employer and/or employer's industrial representative.
 - If no agreement is reached within a reasonable time period, the union representative or nominated representative will discuss the matter with the employer's nominated industrial relations representative.
- 7.2 Whilst the foregoing procedure is being followed, work shall continue normally. No party shall be prejudiced as to the final settlement by the continuance of work in accordance with this subclause.
- 7.3 Should the matter not be resolved within a reasonable time period, it may be referred by either party to the Industrial Relations Commission of New South Wales for resolution.

8. ANTI-DISCRIMINATION

- 8.1 It is the intention of the parties bound by this agreement to seek to achieve the objects 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 and age.
- 8.2 It follows that in fulfilling their obligations under the dispute resolution procedure prescribed by this agreement the parties have obligations to take all reasonable steps to ensure that the operation 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 provision of the agreement which, by its terms or operation, has a direct or indiscriminatory effect.
- 8.3 Under the *Anti-Discrimination Act 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.
- 8.4 Nothing in this clause is to be taken to affect:
- (a) any conduct or act which is specifically exempted from anti-discrimination legislation;
 - (b) offering or providing junior rates of pay to persons under 21 years of age;
 - (c) any act or practice of a body established to propagate religion which is exempted under section 56(d) of the *Anti-Discrimination Act 1977*;

- (d) a party to this agreement from pursuing matters of unlawful discrimination in any State or Federal jurisdiction.

8.5 This clause does not create legal rights or obligations in addition to those imposed upon the parties by legislation referred to in this clause.

NOTES-

- (a) Employers and employees may also be subject to Commonwealth anti-discrimination legislation.

- (b) Section 56(d) of the *Anti-Discrimination Act 1977* provides:

"Nothing in this Act effects....any other act or practice of a body established to propagate religion that conforms to the doctrines of that religion or is necessary to avoid injury to the religious susceptibilities of the adherents of that religion".

9. NO DURESS

This agreement was not entered into under duress by any party to it. All parties have entered into this agreement having read and fully understood all clauses contained in this agreement.

10. OTHER MATTERS

The parties undertake the following:

- 10.1 Negotiations for the next Enterprise Agreement shall begin no later than 6 months prior to the expiration of this Agreement.
- 10.2 At the approval date of the UnitingCare Burnside 2005 Enterprise Agreement, the parties from the UnitingCare Burnside 2005 EBA shall write to the Chairperson of the UnitingCare Burnside Staff Consultative and Safety Committee (SCSC) for the SCSC to formally notify the Senior Management Team of the agreed commencement date for negotiations of the next Enterprise Agreement.
- 10.3 The parties agree to a process of regular monitoring during the lifetime of this agreement.

11. INCREASES IN WAGES

Employees shall receive three increases to wages over the term of this agreement as follows:

- 11.1 From the beginning of the first full pay period to commence on or after the date of approval of this agreement by the Industrial Relations Commission of New South Wales, employees will receive an increase in salaries in accordance with Column A of Part D of this agreement. The salary increase detailed in Columns A in the tables of Part D of this agreement will be effective from 9th October 2005.
- 11.2 From the beginning of the first full pay period to commence on or after the 1st October 2006 an increase in salaries of 4% shall apply. This increase in salaries shall be in accordance with Columns B in the tables of Part D of this agreement.

- 11.3 From the beginning of the first full pay period to commence on or after the 1st October 2007 an increase in salaries of 4% shall apply. This increase in salaries shall be in accordance with Columns C in the tables of Part D of this agreement.
- 11.4 Notwithstanding the above, Teachers will be paid in accordance with the current Teachers Independent Schools (State) Award.

12. SALARY PACKAGING

- 12.1 UnitingCare Burnside is recognised as a Public Benevolent Institution and as such attracts some concessional benefits in relation to fringe benefits tax on legitimate fringe benefits provided to employees. UnitingCare Burnside will utilise its Fringe Benefit Tax concessional status when offering salary packaging to employees.
- 12.2 Employees may choose payment of salary or to elect to salary package in accordance with the terms offered by UnitingCare Burnside in the "Salary Packaging Guidelines" and the terms within clauses 9 and 23 of this agreement. These Guidelines may be varied from time to time by UnitingCare Burnside to reflect any changes in legislation and other requirements.
- 12.3 UnitingCare Burnside will ensure that its Salary Packaging Guidelines comply with taxation requirements. This includes the changes to the Fringe Benefits Tax Assessment Act 1986, as amended, where the maximum that staff can package without incurring fringe benefit tax is \$30,000 grossed up per annum. This equates to \$14,090 fringe benefit per annum.
- 12.4 UnitingCare Burnside will inform new employees on engagement in writing of their right to choose payment of salary or to elect salary packaging in the terms offered by UnitingCare Burnside.
- 12.5 UnitingCare Burnside will inform new employees in writing of the breakdown of the two options and provide a copy of the "Salary Packaging Guidelines". For the purpose of the salary package offered to staff, the amounts will be the figures shown in Part D of this agreement.
- 12.6 In the event that UnitingCare Burnside ceases to attract Fringe Benefits Tax concessions, staff will be provided with one months notice of termination. At the time of cessation individual employees rates will revert to the salary payable for their position.
- 12.7 Where salary packaging arrangements are to be cancelled other than as noted in the circumstances in sub-clause 12.6 of this Clause, then the employee must give one month's notice and UnitingCare Burnside must give three month's notice.

13. SALARY PACKAGING AND ANNUAL LEAVE LOADING

- 13.1 Where an employee elects to enter into salary packaging arrangements as offered by UnitingCare Burnside, the employee will not be entitled to the payment of annual leave loading.
- 13.2 In the event that salary packaging arrangements are terminated, then such employees will commence to accrue annual leave loading in accordance with the respective parent award.
- 13.3 Where an employee elects to enter into a salary packaging arrangement, the employee will be paid out any accrued annual leave loading to the date of commencement of salary packaging.

14. SICK LEAVE

- 14.1 All employees, other than casual employees, shall be granted sick leave entitlements at the commencement of employment which shall accrue annually upon each anniversary date.
- 14.2 The employee shall, wherever practicable, before the commencement of the absence from work, inform the employer, preferably the Supervisor, of their inability to attend for duty and, as far as possible, state the nature of the injury or illness and the estimated duration of the absence
- 14.3 (a) Full time employees, other than Residential Care Shift Workers, shall be entitled to a total of 70 hours of paid sick leave per annum. Part time employees, other than Residential Care Shift Workers, shall be entitled to the same benefit as full time employees, on a pro rata basis, using the number of ordinary weekly hours regularly worked per week.
- (b) Full time Residential Care Shift Workers shall be entitled to a total of 84 hours of paid sick leave per annum. Part time Residential Care Shift Workers shall be entitled to the same benefit as full time Residential Care Shift Workers, on a pro-rata basis, using the number of ordinary weekly hours regularly worked per week.
- 14.4 Employees who are absent for more than two consecutive working days are required to provide a medical certificate covering the absence.
- 14.5 Staff who are absent for less than 2 working days on more than 5 occasions during each anniversary year, may be asked to provide a doctor's certificate for any further sick leave claims.
- 14.6 All staff, other than Residential Care Shift Workers, may accrue from year to year, no more than a maximum of 840 hours paid sick leave at any one time. The same applies to Residential Care Shift Workers with the maximum amount of paid sick leave accrued at any one time being 1008 hours.
- 14.7 Unused sick leave shall not be paid out upon termination of the employment relationship.

15. RELATIONSHIP TO PARENT AWARDS AND BURNSIDE POLICIES

Where there is any inconsistency between a provision of this Agreement and the respective parent awards, the terms of this agreement shall apply. The respective parent awards are those noted in the respective classifications and parent award definitions. Where this Agreement is silent, the policies as varied from time to time by UnitingCare Burnside and endorsed by UnitingCare Burnside, shall apply.

16. CLASSIFICATIONS AND PARENT AWARDS

- 16.1 Positions covered by this Agreement are evaluated by UnitingCare Burnside using a Job Evaluation System. The current system in use at UnitingCare Burnside is the Business International Performance Evaluation and Ranking System (BIPERS) Job Evaluation System.
- 16.2 **Administrative and clerical staff:** This means an employee who is engaged in clerical, administrative and secretarial support roles. The parent award for the purpose of this agreement is the Clerical and Administrative Employees (State) Award.

These employees will be paid in accordance with the UnitingCare Burnside Administrative Staff Salary Scale in Table 1 of Part D of this agreement, Monetary Rates. These position titles shall include but not be limited to the classifications of Office Assistant, Administrative Assistant,

Clerical Officer, Administrative Officer, Secretary, Receptionist, Executive Secretary, Personal Assistant, Administration Team Leader.

- 16.3 **Professional Agency-wide Support Staff:** This means an employee who is engaged in a professional support function for the programs in relation to the provision of services to children, young people and families. The parent award for the purpose of this agreement is the Social and Community Services Employees (State) Award.

These employees will be paid in accordance with the UnitingCare Burnside Agency-wide Professional Staff Salary Scale in Table 2 of Part D of this agreement, Monetary Rates. These position titles will include but not be limited to Research Assistant, Donor Liaison Assistant, Information Systems Support, Public Relations Officer, Assistant Accountant, Senior Research Officer, Payroll Officer, Policy Officer, Data Administrator, Human Resources Officer, Senior Librarian, Media & Government Relations Officer, Network/Systems Administrator, Senior Public Relations Officer, Accounts Payable Clerk, Library Assistant, Payroll Accounts Clerk.

- 16.4 **Youth and Family Welfare Workers/Client Support Workers and Case Workers:** This means an employee who is engaged to work in a range of welfare support and casework management roles for children, young people and families. The parent award for the purpose of this agreement is the Social and Community Services Employees (State) Award.

These employees will be paid in accordance with the UnitingCare Burnside Service Delivery Professional Staff Salary Scale in Table 3 of Part D of this agreement, Monetary Rates. These position titles shall include but not be limited to Children's Workers, Child Development Workers, Early Childhood Workers, Family Support Workers, Play Educators, Project Workers, Support Workers, Aboriginal Specialist Workers, Community Workers, Family Workers, Group Leaders/Facilitators, Home Visitors, Playgroup Facilitator, Program Development Worker, Project Worker, Youth Caseworker, Aftercare Worker, Case Worker, Community Connector, Counsellor, Team Leader, Volunteer Facilitator.

- 16.5 **Co-ordinators:** This means an employee who is engaged to work in a range of welfare support and casework management roles for children, young people and families. These employees will also have responsibility for co-ordinating service(s) and supervising staff. The parent award for the purpose of this agreement is the Social and Community Services Employees (State) Award.

These employees will be paid in accordance with the UnitingCare Burnside Co-ordinators Staff Salary Scale in Table 4 of Part D of this agreement, Monetary Rates. These position titles shall include but not be limited to all Co-ordinator positions responsible for services, budgets and staff.

- 16.6 **Managers:** This means an employee who is engaged to work in a range of management roles for programs of UnitingCare Burnside. These employees will have a responsibility for managing a range of services and supervising staff.

These employees will be paid in accordance with the UnitingCare Burnside Managers Salary Scale in Table 5 of Part D of this agreement, Monetary Rates. These position titles shall include but not be limited to all Manager positions responsible for services, budgets and staff.

- 16.7 **Tutor:** This means a casual employee who is engaged in tutorial work for young children. The parent award for the purpose of this agreement is the Social and Community Services Employees (State) Award.

These employees will be paid in accordance with the Tutors Salary Scale in Table 6 of Part D of this agreement, Monetary Rates. It should be noted that the rates in Table 6 include both the casual loading of 15% plus one-twelfth for annual leave.

- 16.8 **Maintenance/Property Officer:** This means an employee who is engaged in maintenance/building/painting work. The parent award for the purpose of this agreement is the Building Employees Mixed Industries (State) Award.

These employees will be paid in accordance with the Maintenance/Property Officer Salary Scale in Table 7 of Part D of this agreement, Monetary Rates.

- 16.9 **Cleaner:** This means an employee who is engaged in the performance of cleaning duties. The parent award for the purpose of this agreement is the Miscellaneous Workers' General Services (State) Award.

These employees will be paid in accordance with the Cleaners Salary Scale in Table 8 of Part D of this agreement, Monetary Rates.

- 16.10 **Residential Care Shift Workers:** This means an employee who is engaged to work shifts in a residential unit. Employees would normally return to their own residence at the end of each shift. The parent award for the purpose of this agreement is the Social and Community Services Employees (State) Award.

These employees will be paid in accordance with the Residential Care Youth Workers Salary Scale in Table 9 of Part D of this agreement, Monetary Rates.

These positions satisfy the definition of "Social Welfare Worker Category 3" under the Social and Community Services Employees (State) Award in that these employees are responsible for the needs of the adolescents and children in UnitingCare Burnside's care. They are required to exercise initiative and independent judgement but are under the general supervision of a Unit Co-ordinator/Program Manager. These employees are not required to develop policy for or co-ordinate a service. These position titles will include but not be limited to Residential Care Youth Workers and Residential Care Education Support Workers.

- 16.11 **Teacher:** This means an employee who is required to possess the necessary teaching qualification and is engaged in a position of a Teacher. The parent award for the purpose of this agreement in relation to the appropriate annual salary and any applicable allowance is the Teachers (Independent Schools) (State) Award. In all other respects, the parent award for this classification shall be the Social and Community Services Employees (State) Award.

These employees will be paid in accordance with the formula in Part C of this agreement, Monetary Rates.

17. CLASSIFICATION STRUCTURE AND LEVEL PROGRESSION

- 17.1 All UnitingCare Burnside positions will be evaluated using the Business International Performance Evaluation and Ranking System (BIPERS) Job Evaluation tool to determine the classification level of each role. The evaluation process will be in accordance with the UnitingCare Burnside Job Evaluation Policy.

- 17.2 A new staff member will commence on Level 1 within the Classification identified through the Job Evaluation process for the position.

- 17.3 In accordance with UnitingCare Burnside's employment policies and practices new staff will receive regular supervision and support and participate in a performance review after their first three months of service.

- 17.4 In accordance with UnitingCare Burnside's Performance Management policy, level progressions are undertaken annually through the employee's annual performance appraisal. The

performance appraisal should be held as close as possible to the anniversary of the employee's appointment at UnitingCare Burnside.

- 17.5 At the end of the first twelve months of service, employees will automatically progress from Level 1 to Level 2 within the position's identified classification. At the end of the second twelve months of service, the employee will automatically progress from Level 2 to Level 3 within the position's identified classification.
- 17.6 Employees may only progress from Level 3 through to Level 4 and then to Level 5 of their classification through exceptional performance as demonstrated through their annual performance appraisals.
- 17.7 Notwithstanding 17.5 above, UnitingCare Burnside reserves the right to withhold an employee's progression from one level to the next if an employee is unable to demonstrate improvement in the agreed areas of their work performance. Employees are entitled to request that UnitingCare Burnside reviews this decision after a period of three months.
- 17.8 In exceptional circumstances, an employee may seek approval from the Program Manager to undergo a special performance appraisal, prior to the anniversary of appointment, which may then lead to a level progression.

18. ON-CALL

- 18.1 For employees who are rostered on-call and carry a pager or a telephone for one week (7 consecutive days), the quantum of special leave will be 7 hours.
- 18.2 These 7 hours may either be taken as special leave or be paid at ordinary time rates of pay, to be decided at program level.
- 18.3 Where it is necessary for an employee to work whilst rostered on-call, all time worked may either be taken as special leave or be paid at ordinary time rates of pay, to be decided at program level. Any such time worked shall be accrued at a single rate of time.
- 18.4 Where staff are rostered on-call on a public holiday, the quantum of special leave will be an additional hour for each public holiday.
- 18.5 Where it is necessary for an employee to work whilst rostered on-call during a public holiday, all time worked may either be taken as special leave accrued at double time or be paid at double time.

19. HOME OFFICE ALLOWANCE

- 19.1 Where at the request of UnitingCare Burnside, employees are required to be home based and do not have access to UnitingCare Burnside office facilities, employees will be paid an allowance of \$40.00 per week which will cover items such as electricity, refreshments and use of space.
- 19.2 The quantum of this allowance may be paid on a pro-rata basis consistent with operational requirements as determined by UnitingCare Burnside.

20. FLEXI-TIME AND SPECIAL LEAVE

- 20.1 As part of UnitingCare Burnside's Family Friendly Policies, subject to an

employee's fortnightly contracted hours being satisfied, employees under this agreement have the ability, with prior permission, to vary the start and finish times of each occasion that they are scheduled to work.

- 20.2 (a) Except for Residential Care Shift Workers, where an employee works more than their contracted hours per fortnight due to the operations of this Clause, up to a maximum of fourteen hours flexi time may be accrued at any one time.
- (b) For Residential Care shift Workers, up to a maximum of sixteen hours of flexi time may be accrued at any one time.
- 20.3 (a) Subject to prior approval full time employees, apart from Residential Care Shift Workers, may utilise accrued flexi time to take up to one working day off per fortnight. Part time staff may utilise accrued flexi time to take time off during each work day or vary the day upon which they are scheduled to work. Part time staff cannot utilise flexi time to reduce the number of days they work per fortnight.
- (b) Subject to prior approval, full time Residential Care Shift Workers may utilise accrued flexi time to take up to one rostered shift off per fortnight. Part time Residential Care Shift Workers may utilise accrued flexi time to take time off during each shift or vary the day upon which they are rostered to work. Part time staff cannot utilise flexi time to reduce the number of shifts they are rostered per fortnight
- 20.4 Employees may work less than their contracted hours per fortnight, subject to those hours in debit not exceeding 14 hours at any one time, being made up in the forthcoming weeks.
- 20.5 Notwithstanding 20.2 (a) or 20.2 (b) above, where a special project is undertaken by an employee and such employee has obtained appropriate prior approval from the Manager/Coordinator, accrued hours in excess of the fourteen hours flexi time may be accrued as a "special leave" entitlement. Up to one week of special leave may be accrued at any one time. Access to the part or whole of the special leave taken must be authorised prior to it being taken, with due consideration being given to the operational needs of the Program.
- 20.6 Upon termination of employment accrued flexi-time will not be paid out. Accrued flexi-time must be taken prior to the termination date. Debited flexi-time must be made up prior to termination or paid to UnitingCare Burnside through the termination payment.

21. SUPERANNUATION

21.1 Compulsory Employer Contributions

UnitingCare Burnside shall contribute to a Superannuation Fund as specified in subclause 21.3 of this Clause on behalf of each eligible employee. Such superannuation contributions are required to comply with applicable superannuation legislation as varied from time to time.

21.2 Additional Employee Superannuation Contributions

- (a) An employee may make contributions to the Fund as specified in subclause 21.3 of this Clause in addition to those made by UnitingCare Burnside.
- (b) An employee who wishes to make additional contributions must authorise UnitingCare Burnside in writing to pay into the Fund, from the employee's wages, a specified amount in accordance with the Fund trust deed and rules.

- (c) Upon receipt of written authorisation from the employee UnitingCare Burnside must commence making payments into the Fund on behalf of the employee within 14 days of receipt of the authorisation.

21.3 The "Fund" shall mean a choice by the employee from one of the following funds:

- (a) IOOF (UnitingCare Burnside Superannuation Fund)
- (b) HESTA (Industry Fund)
- (c) UC Superannuation Fund (Uniting Church Superannuation Fund)

For employees who do not choose a fund, the default funds will be:

- (a) IOOF (UnitingCare Burnside Superannuation Fund) for all permanent Employees.
- (b) HESTA (Industry Fund) for all temporary and casual employees.

21.4 Administration

- (a) UnitingCare Burnside shall make application to the Fund as specified in subclause 21.3 of this clause to becoming a participating employer in the Fund and shall become a participating employer upon acceptance by the Trustee of the Fund.
- (b) UnitingCare Burnside shall provide each employee who is not a member of the Fund with a membership application form upon commencement of employment.
- (c) Each employee shall be required to complete the membership application and the employer shall forward the completed application to the fund by the end of the calendar month of commencement of employment.

22. WORK RELATED VEHICLES

As part of this agreement and taking effect from the date of approval by the Industrial Relations Commission of New South Wales, the method for providing and charging employees for private use of a UnitingCare Burnside work-related vehicle will vary as follows:

22.1 Employees whilst occupying a full-time position that has a primary function of providing outreach services away from UnitingCare Burnside's premises (the primary workplace) will be eligible to take up UnitingCare Burnside's offer of a work-related vehicle.

OR

Employees whilst occupying a full-time position that has at least 40% (2 days or 14 hours) of the weekly work of the position carried out away from Burnside premises (the primary workplace) **and** the position is required to participate on an on-call roster will be eligible to take up UnitingCare Burnside's offer of a work-related vehicle.

22.2 Notwithstanding 22.1 above, positions may be allocated a work-related vehicle for a limited time period when they are considered by UnitingCare Burnside's Chief Executive Officer to have several logistical barriers that warrant allocation of such a vehicle.

22.3 The cost of private usage of a work-related vehicle will be based upon the following formula:

Large Vehicle (eg. Ford Falcon): Standing lease cost x % of private usage + private kms charged at 15c per km.

Small Vehicle (eg. Toyota Corolla): Standing lease cost x % of private usage + private kms charged at 11c per km.

Employees pay a proportion of standing lease costs according to the formula. Standing lease costs include:

- Actual lease cost of vehicle
- Insurance premium and minor damage allowance
- Car phone kit
- First aid kit

- 22.4 For a three month period from the date of approval of this agreement, and each 12 month anniversary thereafter, employees will be required to complete a log book to determine their private usage.
- 22.5 Annual adjustments will be made for all employees based on annual data from the completed three month log book.
- 22.6 The employee or UnitingCare Burnside may at any time request the completion of a three month log-book to demonstrate private usage.
- 22.7 Any adjustments required from the completion of log-books will be back-dated to the commencement date of the log book.
- 22.8 Standing costs and kilometre rates used in the formula will be reviewed annually against NRMA data.
- 22.9 Payment for this option of vehicle will be made through fortnightly payroll deductions from net pay.
- 22.10 Fuel cards will be provided for all work travel. Fuel cards can be used for all personal travel within NSW. Personal travel is defined in Burnside's Motor Vehicle Policy.
- 22.11 The ability to choose a small vehicle with consequent reduced motor vehicle contributions will remain as a management choice of UnitingCare Burnside, depending upon the work-related needs of particular programs, together with Occupational Health & Safety issues.
- 22.12 The vehicle must be brought to work each day and be made available to all UnitingCare Burnside staff for work-related travel.

23. SALARY PACKAGED VEHICLE

- 23.1 As part of this agreement and taking effect from the date of approval by the Industrial Relations Commission of New South Wales, UnitingCare Burnside will provide an additional vehicle option for employees in positions classified at or above Classification 52 (excluding Managers) as determined by the job evaluation process.
- 23.2 Employees whilst occupying full-time positions classified at or above Classification 52 (excluding Managers) as determined by the job evaluation process will be eligible to take up UnitingCare Burnside's offer of a salary packaged vehicle.
- 23.3 The cost of the provision of a large vehicle (similar to a Ford Falcon) will be \$13,570 per annum using the fringe benefit component of salary and \$10,600 per annum using the net pay component of salary.
- 23.4 The cost of the provision of a small vehicle (similar to a Toyota Corolla) will be \$12,170 per annum using the fringe benefit component of salary and \$9,900 per annum using the net pay component of salary.

- 23.5 Payment for this option of vehicle will be made through a fortnightly payroll deductions.
- 23.6 The vehicle must be brought to work each day and be made available to all staff for work-related travel.
- 23.7 Fuel cards will be provided for all work travel. Fuel cards can be used for all personal travel within NSW. Personal travel is defined in Burnside's Motor Vehicle Policy.

24. BEREAVEMENT LEAVE

- 24.1 An employee other than a casual employee shall be entitled to up to three days Bereavement Leave without deduction of pay on each occasion of the death of a person prescribed in subclause 24.4 of this Clause.
- 24.2 An additional day's Bereavement leave without deduction of pay will be provided for the death of a person prescribed in subclause 24.4 of this Clause where overseas travel is necessary.
- 24.3 The employee must notify UnitingCare Burnside as soon as practicable of the intention to take Bereavement Leave and will, if required by the employer, provide to the satisfaction of the employer proof of death.
- 24.4 Bereavement leave shall be available to the employee in respect of the death of a person that falls within the following categories:
- Spouse, defacto spouse or partner of the employee (same or opposite sex)
 - Child or an adult child of the employee (incl. foster, adopted, ex-nuptial child).
 - Parent of the employee (incl. foster parent or legal guardian) or their spouse/defacto/partner
 - A relative of the employee who is a member of the same household
 - Grandparent or grandchild of the employee
 - Sibling of the employee or their spouse/defacto/partner
 - Culturally defined roles approved under certain circumstances by the Senior Manager.

25. PARENTAL LEAVE

25.1 Maternity Leave

- (a) In addition to the requirements of the Industrial Relations Act 1996, UnitingCare Burnside offers staff with a minimum of 12 month's continuous service, access to a paid portion of maternity leave. This paid leave is provided in accordance with the UnitingCare Burnside Policy, Parental Leave.
- (b) Employees after 12 month's continuous service shall be entitled to 10 weeks maternity leave, without deduction of pay. 9 week's wages are payable on the commencement of the leave period and one week's wages payable as a lump sum, three months after the employee returns to work at UnitingCare Burnside. This leave is available to the birth parent only and is paid on the understanding that the employee will return to work after the period of maternity leave.
- (c) After 5 year's continuous service employees who are eligible to access paid maternity leave may also access their accrued long service leave.
- (d) All paid leave under this clause can be paid as a lump sum, normal rate of pay or spread out over a period through half or one third pay.

- (e) All notice requirements are to be adhered to by the employee in accordance with the UnitingCare Burnside Policy, Parental Leave.

25.2 Paternity Leave

- (a) In addition to the requirements of the Industrial Relations Act 1996, UnitingCare Burnside offers employees access to paid paternity leave. This paid leave is provided in accordance with the UnitingCare Burnside Policy, Parental Leave.
- (b) Employees with less than 12 month's continuous service shall be entitled to 3 days special leave without deduction of pay.
- (c) Employees with more than 12 month's continuous service shall be entitled to two weeks paternity leave without deduction of pay.
- (d) Paid paternity leave can be taken any time up to one year after the birth of the baby but must be taken in one continuous block.
- (e) Paid paternity leave is available to the partner of a birth parent and to the partner of the primary caregiver of an adopted baby/child.
- (f) After 5 years continuous service employees who are eligible to access paid paternity leave may also access their accrued long service leave.
- (g) All notice requirements are to be adhered to by the employee in accordance with the UnitingCare Burnside Policy, Parental Leave.

25.3 Adoption Leave

- (a) In addition to the requirements of the Industrial Relations Act 1996, UnitingCare Burnside offers staff with a minimum of 12 month's continuous service, access to a paid portion of adoption leave. This paid leave is provided in accordance with the UnitingCare Burnside Policy, Parental Leave.
- (b) Employees after 12 month's continuous service shall be entitled to 10 weeks paid adoption leave without deduction of pay. This paid leave is paid as 9 weeks pay on the commencement of the leave period and one week's pay, paid as a lump sum, three months after the employee returns to work at UnitingCare Burnside. This leave is available to the primary caregiver of the adopted child only and is paid on the understanding that the employee will return to work after the period of adoption leave.
- (c) After 5 years continuous service employees who are eligible to access paid adoption leave may also access their accrued long service leave.
- (d) All paid leave under this clause can be paid as a lump sum, normal pay or over a period through half or one third pay.
- (e) All notice requirements are to be adhered to by the employee in accordance with the UnitingCare Burnside Policy, Parental Leave.

25.4 Extenuating Circumstances

In the event of the death of the birth mother, the father/partner will be entitled to the same paid leave provision as provided in subclause 25.1 Maternity Leave. Under exceptional circumstances UnitingCare Burnside's Chief Executive Officer may provide an amount of paid

leave to the father/partner for example, where the mother is medically incapable of caring for the child in any way.

26. HOURS OF WORK

- 26.1 An employee, other than a Residential Care Shift Worker, employed on a full time basis shall have working days arranged over 35 hours per week.
- 26.2 An employee who is a Residential Care Shift Worker, employed on a full time basis shall have their shifts arranged over 36 hours per week on a rotating roster.
- 26.3 All employees of UnitingCare Burnside employed on a part time basis, are those who are contracted to work less than the full time equivalent.
- 26.4 (a) The ordinary hourly rate for employees other than Teachers shall be arrived at by dividing the ordinary weekly rate by the full time equivalent weekly hours referred to in subclause 26.1 and 26.2 above.
- (b) Notwithstanding subclause 26.4 (a) above the hourly rate for Teachers shall be arrived at by utilising the formula referred to in Part C of this Agreement.

27. MEAL TIMES

- 27.1 No employee, including Residential Care Shift Workers, shall be required to work in excess of five hours without being provided with a minimum half hour unpaid meal break.
- 27.2 Notwithstanding 27.1 above, for Residential Care Shift Workers, in accordance with program requirements where meals are normally eaten on the premises with residents who are at home at the time, the half hour meal break shall be paid at ordinary rates. Subject to prior approval, this provision may also be utilised by non-residential care shift workers within programs who are required by the program to eat meals with service users.
- 27.3 Nothing in this clause should be deemed to mean that an employee would be deprived of, nor deprive themselves of a meal, simply because of pressure of general work.

28. LONG SERVICE LEAVE

Employees shall be entitled to Long Service Leave, as determined by the Long Service Leave Act 1955 (as amended from time to time) and the provisions of this clause.

- 28.1 Staff are entitled to accrue two calendar months of long service leave for the first ten continuous years of service provided to UnitingCare Burnside. For each five years continuous service thereafter, staff shall be entitled to accrue an additional month of long service leave.
- 28.2 Access to long service leave accruals shall occur at 7.5 years of continuous service. Part time and casual employees shall also be entitled to long service leave accruals at 7.5 years continuous service. Their accruals however, shall be on a pro rata basis to the full time equivalent.
- 28.3 Staff eligible for and wishing to take long service leave must complete a Leave Application Form and provide management with at least one month's notice of their intention to take leave.
- 28.4 Unless other arrangements have been approved, long service leave must be given and taken as soon as possible, after it falls due, having regard to the needs of UnitingCare Burnside's programs. Long Service Leave should be taken in one continuous period, however may be broken into two or more periods subject to satisfying time requirements of the Act.

29. CASUAL EMPLOYEES

- 29.1 "Casual Employee" shall mean an employee engaged and paid as such.
- 29.2 A casual employee shall be paid an hourly rate, as prescribed by Clause 26, Hours of Work, plus an additional casual loading in accordance with the relevant Award.
- 29.3 A casual employee shall be paid a minimum of four hours at the appropriate rate for each engagement.
- 29.4 A casual employee engaged to undertake shift work, shall be paid the prescribed shift allowances for the appropriate shift in addition to the loading prescribed in subclause 29.2.
- 29.5 Casual employees are entitled to payment in lieu of annual leave at the end of each engagement In addition to entitlements under this clause - i.e. an amount equal to one twelfth of the employee's base rate of pay (which includes the casual loading) for such period of engagement.

30. PART TIME EMPLOYEES

- 30.1 A part time employee is one that is employed on less hours than a full time employee and is not engaged as a casual staff member as per Clause 29, Casual Employees.
- 30.2 Part time employees are to receive all benefits under this Agreement as full time employees on a pro rata basis to the full time equivalent.
- 30.3 For part time Residential Care Shift Workers, any additional hours worked beyond the employee's rostered hours of work shall be treated in accordance with Clause 34, Hours Worked In Addition to Rostered Hours.

31. TRAVEL OVERNIGHT ALLOWANCE

- 31.1 An allowance of \$55.00 per night shall be paid to each employee when such employee is required to travel in the course of business and spend a night away from home.
- 31.2 The employee should submit a Travel Allowance Form, authorised by their Supervisor to payroll to claim payment of the allowance.
- 31.3 Notwithstanding subclause 31.2 above, employees may choose to present tax receipts for reasonable expenses incurred and claim reimbursement from petty cash or through Finance.
- 31.4 This Clause does not operate in conjunction with the provisions of Clause 39, Sleepovers.

32. OVERNIGHT CAMPS

- 32.1 For each day period that an employee is on duty at camp with service users, and such day period extends beyond an 8 hour shift, the employee shall be paid an amount of 16 hours.
- 32.2 Notwithstanding subclause 32.1 above, where an employee is on duty during any day period whilst at camp, and such duty is 8 hours or less, the employee shall be paid an amount of 8 hours.
- 32.3 For each overnight stay at camp, one employee shall be required to undertake a sleepover shift and shall be paid for such sleepover in accordance with Clause 39.

33. SUSPENSION FROM DUTY

- 33.1 Employees who are suspended from duty pending an investigation concerning alleged misconduct or other serious matter such as breach of their employment contract, will receive their ordinary rate of pay at their substantive level and grade, excluding penalties or other allowances where applicable, which relate to actual attendance at work, until the matter is resolved.
- 33.2 If in the opinion of UnitingCare Burnside, the matter is proven, then UnitingCare Burnside reserves the right to dismiss the employee without notice. Wages will only therefore be paid up until the time of dismissal.

34. VARIATION TO THE AGREEMENT

The parties to the Burnside Enterprise Agreement 2005 acknowledge that this Agreement can be varied during its term, only by full consent of all the parties, and subject to approval of the variation at the Industrial Relations Commission of New South Wales

PART B – ADDITIONAL CLAUSES THAT APPLY TO RESIDENTIAL CARE SHIFT WORKERS ONLY

35. HOURS WORKED IN ADDITION TO ROSTERED HOURS

- 35.1 Permanent employees who are required to work another employee's shift (that is normally being a single engagement of 7 hours or longer which they were not rostered to work) are entitled to either:
- (a) be paid at the base rate of pay plus shift penalties plus an emergency relief allowance of 10% for those hours worked; or
 - (b) accrue flexi time for additional hours worked.

In the case of an employee who has a negative time in lieu balance, these extra hours must be accrued as time in lieu until such time as the employee has a positive time in lieu balance.

- 35.2 Employees must indicate on their timesheets if they wish to be paid for these extra shifts, otherwise it will be assumed that they wish to accrue this as time in lieu.
- 35.3 Employees must record the reason for working the additional hours or shift in the appropriate register at the residential unit.
- 35.4 Employees are prohibited from working more than 17 hours without a four hour rest break or sleepover, unless exceptional circumstances exist. In which case, they must have direct approval from the Program Manager in advance of such working hours.
- 35.5 Permanent employees who are required to work additional hours to their roster which are less than a full shift must accrue this time as flexi time, except in the case where the amount of hours worked in one single engagement is more than 7 hours.

36. CALL-BACKS

- 36.1 An employee who is recalled to work after leaving the place of employment shall be paid for a minimum of two hours work at the appropriate overtime rate for such time so recalled, provided that the employee shall not be required to work the full two hours if the work such employee is recalled to perform is completed in a shorter period.
- 36.2 The provisions in subclause 36.1 shall not apply when such additional hours are continuous (subject to a reasonable meal break) with completion or commencement of ordinary working time.

37. PUBLIC HOLIDAYS

- 37.1 Employees who are full-time, part-time or casual and are required to and do work a shift on a public holiday, shall be paid double time and a half for such hours worked on the public holiday. Shift allowances will not be paid during those public holidays hours worked.
- 37.2 Full-time employees whose ordinary working time includes public holidays, and are rostered off duty on a public holiday and do not work, shall have a day (7.2 hours) added to their day in lieu of public holiday entitlements, or be paid a day's pay (7.2 hours) additional to their normal 72 hours worked per fortnight at UnitingCare Burnside's discretion.
- 37.3 Employees whose ordinary working time includes public holidays, and who are rostered on duty on a public holiday but do not work, should claim on their timesheets the number of hours that would normally have been worked as per the roster. If the number of hours as per the roster is not equal to 7.2 hours, then the employee shall claim the difference as time in lieu on the timesheets and also in the appropriate register in the unit.
- 37.4 Casual employees are not entitled to any compensation for public holidays which they do not work.

38. SHIFT WORK

- 38.1 Definitions -
- (a) For the purpose of this clause "shift work" means a work cycle which regularly falls outside the hours of 6.00 a.m. and 8.00 p.m. Monday to Friday. Shift starting and finishing times are indicated on the roster.
 - (b) "Evening Shift Hours" means any hours between 8.00 p.m. and 12 midnight.
 - (c) "Night Shift Hours" means any hours between 12 midnight and 6.00 a.m. the following day.

38.2 Engagement on Shift Work

An employee is engaged in shift work by UnitingCare Burnside where it is necessary due to the nature of the service that an employee regularly works significant hours outside the hours of 6.00 a.m. to 8.00 p.m. Monday to Friday.

Where UnitingCare Burnside wishes to engage an employee in shift work, UnitingCare Burnside shall advise the employee in writing, specifying the period over which shift work is ordinarily to be worked.

38.3 Shift Allowances:

- (a) The following rates are effective from the date of approval of this agreement:
 - [1] 15% (evening)
 - [2] 30% (night)
 - [3] 50% (Saturday)
 - [4] 75% (Sunday)
- (b) An employee working evening shift hours as defined shall be paid a loading of [1] on the ordinary rate of pay for those hours worked in the evening shift category.
- (c) An employee who works night shift hours as defined shall be paid a loading of [2] on the ordinary rate for those hours worked in the night shift category.
- (d) An employee who works between midnight Friday and midnight Saturday shall be paid a loading of [3] on the ordinary rate for those hours worked between these times.
- (e) An employee who works between midnight Saturday and midnight Sunday shall be paid a loading of [4] on the ordinary rate for those hours worked between these times.

39. SLEEPOVER SHIFTS

- 39.1 "Sleepover" means a continuous period during which an employee is required to sleepover at the workplace, and be available to deal with any urgent situation which cannot be dealt with by another worker or be dealt with after the end of the sleepover period.
- 39.2 UnitingCare Burnside shall take all reasonable steps to enable the employee to sleep on the premises, including the provision of a bed, and in addition, access to a bathroom, a toilet and a meal room, will be provided free of charge to the employee.
- 39.3 An employee shall only "sleepover" under the following conditions:
- (a) There is an agreement between UnitingCare Burnside and the employee in respect of sleepover periods required at least a week in advance except in the case of emergency, and
 - (b) A sleepover period shall consist of six continuous hours unless extenuating circumstances occur .
- 39.4 An employee engaged on a "sleepover" shall be paid a sleepover allowance of \$55.00 or three hours at normal rate of pay, whichever is the greater. (This flat rate is indexed to any general increase by UnitingCare Burnside to the salary scales which apply to staff covered by the agreement). Such payment is compensation for the sleepover and for all necessary work up to two hours duration during the sleepover period. Any necessary work in excess of two hours during the sleepover will be paid for at the ordinary hourly rate which includes any applicable shift allowances.

PART C METHOD OF CALCULATION OF RATES OF PAY FOR TEACHERS

- 40.1 Teachers shall be paid in accordance with this formula defined in this part of this agreement.
- 40.2 The annual rate of pay and any applicable allowances shall be in accordance with the relevant scales in the Teachers (Independent Schools) (State) Award.

- 40.3 The teacher shall be classified in accordance with the definitions in that Award for the purpose of determining the appropriate annual salary and any applicable allowances. This includes both qualifications and relevant experience or years of teaching service.
- 40.4 For the purpose of calculating hourly rates for teachers, the appropriate annual rate shall be divided by 52.14 to arrive at the weekly rate which is to be rounded to 2 decimal places. The weekly rate is then divided by 38 to arrive at an hourly rate to be rounded to 4 decimal places.
- 40.5 Any annual allowances shall be calculated using the same method as in sub-paragraph 4 and any annual rates shall be totalled prior to calculating weekly or hourly rates accordingly.
- 40.6 The increases in rates of pay for teachers shall be in accordance with the appropriate annual rates of pay in the Teachers (Independent Schools) (State) Award or in accordance with the appropriate progression through the scale of the Award and then calculated in accordance with this formula.
- 40.7 Teachers are not eligible for the general wages increases of this agreement as noted in Clause 7, Increases in Wages Except Teachers.
- 40.8 It should be noted that whilst the divisor for the weekly rate is 38, the ordinary hours of work includes adequate preparation time, meetings etc. and is not 38 hours of face-to-face teaching.

PART D – MONETARY RATES

TABLE 1 - ADMINISTRATIVE STAFF SALARY SCALE

CLASSIFICATIONS	A RATES PER ANNUM Effective from 9 th October 2005	B RATES PER ANNUM Effective from first full pay period in October 2006	C RATES PER ANNUM Effective from first full pay period in October 2007
Classification 43 – 44			
Level 1	34,384	35,759	37,189
Level 2	35,759	37,189	38,677
Level 3	37,190	38,678	40,225
Level 4	39,050	40,612	42,236
Level 5	41,002	42,642	44,348
Classification 45 - 46			
Level 1	38,081	39,604	41,188
Level 2	39,604	41,188	42,836
Level 3	41,188	42,836	44,549
Level 4	43,247	44,977	46,776
Level 5	45,409	47,225	49,114

Classification 47 – 48			
Level 1	42,174	43,861	45,615
Level 2	43,861	45,615	47,440
Level 3	45,615	47,440	49,338
Level 4	47,896	49,812	51,804
Level 5	50,291	52,303	54,395

TABLE 1 - ADMINISTRATIVE STAFF SALARY SCALE (Cont'd)

CLASSIFICATIONS	A RATES PER ANNUM Effective from 9 th October 2005	B RATES PER ANNUM Effective from first full pay period in October 2006	C RATES PER ANNUM Effective from first full pay period in October 2007
Classification 49 - 50			
Level 1	46,707	48,575	50,518
Level 2	48,575	50,518	52,539
Level 3	50,519	52,540	54,642
Level 4	53,044	55,166	57,373
Level 5	55,696	57,924	60,241

TABLE 2 – AGENCY-WIDE PROFESSIONAL STAFF SALARY SCALE

CLASSIFICATIONS	A RATES PER ANNUM Effective from 9 th October 2005	B RATES PER ANNUM Effective from first full pay period in October 2006	C RATES PER ANNUM Effective from first full pay period in October 2007
Classification 45 – 46			
Level 1	38,081	39,604	41,188
Level 2	39,604	41,188	42,836
Level 3	41,188	42,836	44,549
Level 4	43,247	44,977	46,776
Level 5	45,409	47,225	49,114

TABLE 2 – AGENCY-WIDE PROFESSIONAL STAFF SALARY SCALE (Cont'd)

CLASSIFICATIONS	A RATES PER ANNUM Effective from 9 th October 2005	B RATES PER ANNUM Effective from first full pay period in October 2006	C RATES PER ANNUM Effective from first full pay period in October 2007
Classification 47 – 48			
Level 1	42,174	43,861	45,615
Level 2	43,861	45,615	47,440
Level 3	45,615	47,440	49,338
Level 4	47,896	49,812	51,804
Level 5	50,291	52,303	54,395
Classification 49 – 50			
Level 1	46,707	48,575	50,518
Level 2	48,575	50,518	52,539
Level 3	50,519	52,540	54,642
Level 4	53,044	55,166	57,373
Level 5	55,696	57,924	60,241
Classification 51 – 52			
Level 1	51,728	53,797	55,949
Level 2	53,797	55,949	58,187
Level 3	55,949	58,187	60,514
Level 4	58,746	61,096	63,540
Level 5	61,683	64,150	66,716

TABLE 3 – SERVICE DELIVERY PROFESSIONAL STAFF SALARY SCALE

CLASSIFICATIONS	A RATES PER ANNUM Effective from 9 th October 2005	B RATES PER ANNUM Effective from first full pay period in October 2006	C RATES PER ANNUM Effective from first full pay period in October 2007
Classification 45 – 46			
Level 1	38,081	39,604	41,188
Level 2	39,604	41,188	42,836
Level 3	41,188	42,836	44,549

Level 4	43,247	44,977	46,776
Level 5	45,409	47,225	49,114
Classification 47 - 48			
Level 1	42,174	43,861	45,615
Level 2	43,861	45,615	47,440
Level 3	45,615	47,440	49,338
Level 4	47,896	49,812	51,804
Level 5	50,291	52,303	54,395
Classification 49 – 50			
Level 1	46,707	48,575	50,518
Level 2	48,575	50,518	52,539
Level 3	50,519	52,540	54,642
Level 4	53,044	55,166	57,373
Level 5	55,696	57,924	60,241
Classification 51 – 52			
Level 1	51,728	53,797	55,949
Level 2	53,797	55,949	58,187
Level 3	55,949	58,187	60,514
Level 4	58,746	61,096	63,540
Level 5	61,683	64,150	66,716

TABLE 4 – CO-ORDINATORS SALARY SCALE

CLASSIFICATIONS	A RATES PER ANNUM Effective from 9 th October 2005	B RATES PER ANNUM Effective from first full pay period in October 2006	C RATES PER ANNUM Effective from first full pay period in October 2007
Classification 51 – 52			
Level 1	51,728	53,797	55,949
Level 2	53,797	55,949	58,187
Level 3	55,949	58,187	60,514
Level 4	58,746	61,096	63,540
Level 5	61,683	64,150	66,716
Classification 53 – 54			
Level 1	57,288	59,580	61,963

Level 2	59,580	61,963	64,442
Level 3	61,963	64,442	67,020
Level 4	65,062	67,664	70,371
Level 5	68,315	71,048	73,890

TABLE 5 – MANAGERS SALARY SCALE

CLASSIFICATIONS	A RATES PER ANNUM Effective from 9 th October 2005	B RATES PER ANNUM Effective from first full pay period in October 2006	C RATES PER ANNUM Effective from first full pay period in October 2007
Classification 53 – 54			
Level 1	57,288	59,580	61,963
Level 2	59,580	61,963	64,442
Level 3	61,963	64,442	67,020
Level 4	65,062	67,664	70,371
Level 5	68,315	71,048	73,890
Classification 55 – 56			
Level 1	63,446	65,984	68,623
Level 2	65,985	68,624	71,369
Level 3	68,624	71,369	74,224
Level 4	72,055	74,937	77,934
Level 5	75,657	78,683	81,830

TABLE 6 - TUTORS SALARY SCALE - HOURLY CASUAL RATES

CLASSIFICATIONS	A RATES PER ANNUM Effective from 9 th October 2005	B RATES PER ANNUM Effective from first full pay period in October 2006	C RATES PER ANNUM Effective from first full pay period in October 2007
Tutor			
Unqualified	34.02	35.38	36.80
Less than 4 years experience	40.75	42.38	44.08
4 years or more experience	45.81	47.64	49.55
Senior Tutor	48.95	50.91	52.95

TABLE 7 - MAINTENANCE/PROPERTY OFFICERS SALARY SCALE

CLASSIFICATIONS	A RATES PER ANNUM Effective from 9 th October 2005	B RATES PER ANNUM Effective from first full pay period in October 2006	C RATES PER ANNUM Effective from first full pay period in October 2007
Classification 45 - 46			
Level 1	38,081	39,604	41,188
Level 2	39,604	41,188	42,836
Level 3	41,188	42,836	44,549
Level 4	43,247	44,977	46,776
Level 5	45,409	47,225	49,114

TABLE 7 - MAINTENANCE/PROPERTY OFFICERS SALARY SCALE (Cont'd)

CLASSIFICATIONS	A RATES PER ANNUM Effective from 9 th October 2005	B RATES PER ANNUM Effective from first full pay period in October 2006	C RATES PER ANNUM Effective from first full pay period in October 2007
Classification 47 – 48			
Level 1	42,174	43,861	45,615
Level 2	43,861	45,615	47,440
Level 3	45,615	47,440	49,338
Level 4	47,896	49,812	51,804
Level 5	50,291	52,303	54,395

TABLE 8 - CLEANERS SALARY SCALE – HOURLY RATES

CLASSIFICATIONS	A RATES PER ANNUM Effective from 9 th October 2005	B RATES PER ANNUM Effective from first full pay period in October 2006	C RATES PER ANNUM Effective from first full pay period in October 2007
Cleaner	16.22	16.87	17.54

**TABLE 9 - EMPLOYEES ENGAGED TO WORK SHIFTS AS DIRECT CARE
WORKERS/RESIDENTIAL CARE YOUTH WORKERS SALARY SCALE**

CLASSIFICATIONS	A RATES PER ANNUM Effective from 9 th October 2005	B RATES PER ANNUM Effective from first full pay period in October 2006	C RATES PER ANNUM Effective from first full pay period in October 2007
Classification 47 – 48			
Level 1	35,847	37,281	38,772
Level 2	37,281	38,772	40,323
Level 3	38,773	40,324	41,937
Level 4	40,711	42,339	44,033
Level 5	42,747	44,457	46,235

PART E SIGNATORIES TO THE AGREEMENT

Signed for and on behalf of UnitingCare Burnside:

Signature: _____ Date: _____

Mandy L Cranston, Senior Manager – Human Resources

Signed for and on behalf of the NSW/ACT Independent Education Union:

Signature: _____ Date: _____

Signed for and on behalf of the Australian Services Union NSW & ACT (Services) Branch:

Signature: _____ Date: _____