

**REGISTER OF
ENTERPRISE AGREEMENTS**

ENTERPRISE AGREEMENT NO: EA00/224

**TITLE: Centacare Archdiocese Of Sydney Ageing and Disability Services
Directorate Enterprise Agreement 1999**

I.R.C. NO: 00/210

DATE APPROVED/COMMENCEMENT: Approved 14 February 2000 commenced on or after 14 February 2000

TERM: 36 months

**NEW AGREEMENT OR
VARIATION: New**

GAZETTAL REFERENCE:

DATE TERMINATED:

NUMBER OF PAGES: 6

COVERAGE/DESCRIPTION OF

EMPLOYEES: Applies to all Coordinators within the Ageing and Disability Services Division

PARTIES: Australian Services Union of N.S.W. -&- Centacare Catholic Community Services



Centacare Archdiocese of Sydney Ageing and Disability Services Directorate Enterprise Agreement 1999

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1. Title

This Agreement shall be known as the Centacare Archdiocese of Sydney Ageing and Disability Services Directorate Enterprise Agreement 1999.

2. Parties to the Agreement

This Agreement is made between Centacare Catholic Community Services, Archdiocese of Sydney (**Employer**) and the Australian Services Union of New South Wales (**Union**) and shall apply to the Coordinators within the Employer's Ageing and Disability Services Directorate namely the Employer's Community Options Programme Coordinators, Community Aged Care Package Coordinators, ACHA Programme Coordinators, Neighbour Aid Programme Coordinators, Client Information & Assessment Records Programme Coordinators, Dementia Home Support Programme Coordinators, Respite Options Programme Coordinators, Emergency Respite Programme Coordinators and any other Programme Coordinators added to the list of Coordinators by the Employer (**Coordinators**) employed by the Employer on or after the date of registration of this Agreement.

3. Scope of Agreement

This Agreement shall apply to all Coordinators covered by the Award as defined in Clause 4 of this Agreement who request the provision of a motor vehicle for the purposes of their work on or after the date of registration of this Agreement.

4. Award

The relevant Award is the Social and Community Services Employees (State) Award.

5. Other Conditions of Employment

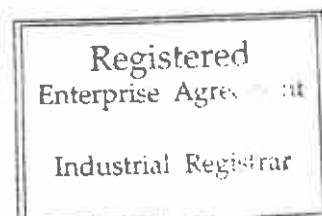
Except as provided by this Agreement, the conditions of employment for Coordinators employed by the Employer will be in accordance with the Award.

6. Payment of Salary

- (a) A Coordinator who has requested the Employer to provide full private use of the Employer's motor vehicle is entitled to have the full private use of the Employer's motor vehicle in return for a deduction from the Coordinator's salary.
- (b) The deduction from a Coordinator's salary (with the exception of those Coordinators listed in Schedule A to this Agreement) shall be the amount specified by the Employer from time to time in accordance with Clause 6(d) of this Agreement.
- (c) The deduction amounts specified by the Employer as at the date of this Agreement are set out in Schedule B to this Agreement.
- (d) For the purpose of specifying the amount to be deducted from the salary of a Coordinator requesting to have the full private use of the Employer's motor vehicle pursuant to this clause, the Employer shall adopt the following process:
 - (i) the Employer shall review the cost of motor vehicles on an annual basis, no later than February each year.
 - (ii) by the last day of February each year the Employer shall specify the amount to be deducted from the salary of a Coordinator requesting the full private use of the Employer's motor vehicle. The amount, once specified, shall not alter for a period of twelve (12) months.
 - (iii) upon the written request of the Secretary of the Union, the Employer shall provide to the Union all relevant information regarding the cost of motor vehicles.
- (e) Notwithstanding the provisions of subparagraphs (b), (c) and (d) above, the following shall apply to those Coordinators listed in Schedule A to this Agreement:
 - (i) For the period of twelve (12) months from the approval of this Agreement, the deduction from the salary of a Coordinator listed in

Schedule A to this Agreement shall be one third (1/3) of the difference between the amount specified by the Employer from time to time in accordance with Clause 6(d) of this Agreement and the amount deducted from the Coordinator's salary immediately prior to the approval of this Agreement.

- (ii) From the date twelve (12) months after the approval of this Agreement to the date twenty four (24) months after the approval of this Agreement, the deduction from the salary of a Coordinator listed in Schedule A to this Agreement shall be two thirds (2/3) of the difference between the amount specified by the Employer from time to time in accordance with Clause 6(d) of this Agreement and the amount deducted from the Coordinator's salary immediately prior to the approval of this Agreement.
 - (iii) From the date twenty-four (24) months after the approval of this Agreement, the deduction from the salary of a Coordinator listed in Schedule A to this Agreement shall be the amount specified by the Employer from time to time in accordance with Clause 6(d) of this Agreement.
- (f) A Coordinator taking a period of annual leave shall be entitled to the benefits and salary in accordance with paragraph (a) of this Clause. However, by mutual agreement between the Employer and a Coordinator, a Coordinator may return the motor vehicle to the Employer during a period of annual leave and the Coordinator shall, in such circumstances, be entitled to his/her full Award salary for that period.
- (g) Any other Award entitlement, including, but not limited to, annual leave loading, annual leave payable on termination, long service leave and superannuation, calculated by reference to the Coordinator's salary and payable:
- (i) during employment; or
 - (ii) on termination of employment; or
 - (iii) on death
- shall be paid at the full Award rate of pay.
- (f) In all the other matters regarding the use of a motor vehicle provided by the Employer to Coordinators both the Employer's Motor Vehicle Salary Sacrifice Policy (as amended from time to time by the Employer) and the Employer's Motor Vehicle Care Policy (as amended from time to time by the Employer) are to be observed by Coordinators.



7. Dispute Avoidance and Grievance Procedure

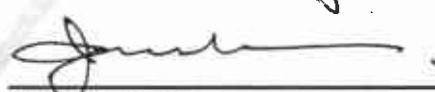
- (a) The objective of these procedures is the avoidance and resolution of industrial disputation, arising under this Agreement, by measures based on consultation, co-operation and negotiation.
- (b) Without prejudice to either party, the Employer and the Coordinators shall ensure the continuation of 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, a Coordinator shall discuss this matter with the Employer's Program Manager or his/her nominee.
- (ii) If the matter is not resolved at this level, a Coordinator may refer the matter to a Union representative or other nominee, who will discuss the matter with the Employer's Executive Director or his/her nominee.
- (iii) If the matter remains unresolved it shall be referred to an officer of the Union or other nominated representative of the Coordinators and the Executive Director of the Catholic Commission for Employment Relations or his/her nominee for discussion and appropriate action.
- (iv) If this matter remains unresolved, it may be referred by either party to this Agreement to the Industrial Relations Commission of New South Wales for conciliation. Should a settlement not be reached by conciliation, the matter shall proceed to arbitration, subject to each party's rights under the Industrial Relations Act 1996 (NSW).

8. Duress


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


9. Term

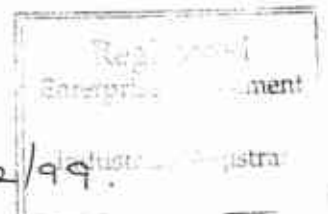
This Agreement shall have a nominal term of three (3) years after the date of registration.

approval
Jm CA

Fr. John Usher
Director
Centacare Catholic Community Services
Archdiocese of Sydney

ed Langdon
M E LANGDON Witness 23/12/99


Ms Alison Peters
State Secretary
Australian Services Union of NSW


Luke Foley
Witness 22/12/99



SCHEDULE A

Coordinators referred to in Clause 6

Dyanne Mardon

Ena Xiomara Huezo

Genowafa O'Brien

Jasminka Gojkovic

Lorraine Eddy

Lisa Scaron

Lorraine Sole

Marlene Wickham

Mary McInnes

Teresa Maslanka

Wieslava Corvetti

Yvonne Bell

Schedule B

Motor Vehicle Deductions (As at the time of Registration of Agreement)

	<u>High km User</u>	<u>Low km User</u>
Toyota Camry CSI 2.2L Sedan	\$5,133	\$7,333
Toyota Camry CSI 2.2L Wagon	\$5,504	\$7,862
Toyota Camry CSI 3.0L Sedan	\$5,398	\$7,711
Toyota Camry CSI 3.0L Wagon	\$5,830	\$8,329
Holden Vectra GI 2.2L Sedan	\$5,389	\$7,699
Holden Commodore VT Executive Sedan	\$5,371	\$7,673
Holden Commodore VT Executive Wagon	\$5,892	\$8,417

(*) Notes

The deduction from a Coordinator's salary (with the exception of those Coordinators listed in Schedule A to the Agreement) shall depend upon the type of vehicle requested by the Coordinator and whether the Coordinator is a "high kilometre user" or a "low kilometre user".

A "high kilometre user" is a Coordinator who, in using a motor vehicle for work purposes, travels in excess of 5,000 kilometres per annum.

A "low kilometre user" is a Coordinator who, in using a motor vehicle for work purposes, travels less than 5,000 kilometres per annum.

A Coordinator who is a "high kilometre user" and who has requested the Employer to provide full private use of the Employer's motor vehicle will have deducted from his/her salary seventy per cent (70%) of the Annual Running Cost as assessed by the Employer from time to time (which assessment includes an administration fee)

A Coordinator who is a "low kilometre user" and who has requested the Employer to provide full private use of the Employer's motor vehicle will have deducted from his/her salary one hundred per cent (100%) of the Annual Running Cost as assessed by the Employer from time to time (which assessment includes an administration fee)

