

**REGISTER OF
ENTERPRISE AGREEMENTS**

ENTERPRISE AGREEMENT NO: EA00/30

TITLE: St George Accommodation for Youth Services Ltd

I.R.C. NO: 99/6380

DATE APPROVED/COMMENCEMENT: 2 December 1999

TERM: 12 months

**NEW AGREEMENT OR
VARIATION:**

New

GAZETTAL REFERENCE: 18 February 2000

DATE TERMINATED:

NUMBER OF PAGES: 8

COVERAGE/DESCRIPTION OF

EMPLOYEES: Applies to all Permanent Staff covered by the Social and Community Services Employees (State) Award

PARTIES: Australian Services Union of N.S.W. -&- St George Accommodation for Youth Services Ltd



**ST GEORGE ACCOMMODATION FOR YOUTH
SERVICES LTD**

ENTERPRISE AGREEMENT

1. TITLE

This Agreement shall be known as *the St George Accommodation for Youth Services Ltd Enterprise Agreement 1999*.

2. ARRANGEMENT

Clause No.	Subject Matter
1.	Title
2.	Arrangement
3.	Parties to the Agreement
4.	The Enterprise
5.	Intention
6.	Duress
7.	Incidence
8.	Relationship to Parent Award
9.	Terms of the Agreement
10.	Payment of Wages
11.	Grievance Procedures
12.	Signatories

3. PARTIES TO THE AGREEMENT

This Agreement is made in accordance with provisions of sections 32-47 of the *Industrial Relations Act 1996* and the principles for approving enterprise agreements as provided in section 33 (1) of the Act. The parties to this Enterprise Agreement are St George Accommodation for Youth Services Ltd, 266 Bay Street Brighton Le Sands on the one part and the Australian Services Union, NSW Services Branch.

4. THE ENTERPRISE

The enterprise for which this Agreement is made is St George Accommodation for Youth Services Ltd.



5. INTENTION

5.1 This agreement shall apply to all permanent staff. These employees will also be covered by the *Social and Community Services Employees (State) Award* subject to Clause 8 of this Agreement.

5.2 These employees are employed at the following location

266 Bay Street
Brighton Le Sands NSW 2216

6. DURESS

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

7. INCIDENCE

7.1 St George Accommodation for Youth Services Ltd employees engaged under the *Social and Community Services Employees (State) Award* will be covered by this Enterprise Agreement.

7.2 The Award shall be known as the parent award with respect to individual employees.

8. RELATIONSHIP TO PARENT AWARDS

Where there is any inconsistency between a provision of this Agreement and the parent award referred to in Clause 7 above, this Agreement shall apply.

9. TERMS OF THE AGREEMENT

The Agreement shall operate from the date of registration and shall remain in force for a period of one year.

10. PAYMENT OF WAGES

10.1 St George Accommodation for Youth Services Ltd is recognised as a Public Benevolent Institution and as such is exempt from requirements to pay Fringe Benefits Tax on any legitimate fringe benefits provided to employees, and will utilise its Fringe Benefit exempt status when offering salary packaging to employees.

Registered
Enterprise Agreement

10.2 Remuneration Packaging

- (a) Where agreed between the Employer and a full-time or part-time employee under the *Social and Community Services Employees (State) Award*, the Employer may introduce remuneration packaging in respect of salary as outlined in Clause 10 and Table 1 Part B of that Award.

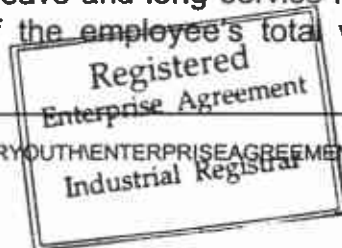
The effect of the introduction of Remuneration Packaging shall be that it replaces the entitlements of an employee under the provisions of Clause 10 and Part B Table 1 of the *Social and Community Services Employees (State) Award*.

The terms and conditions of such a package shall not, when viewed objectively, be less favourable than the entitlements otherwise available under the Award and shall be subject to the following provisions:

- (i) the Employer shall ensure that the structure of any package complies with taxation and other relevant laws;
- (ii) the Employer shall confirm in writing to employees covered by the *Social and Community Services Employees (State) Award* the classification level under Clause 2 of the Award, and the current salary payable as applicable to the employee under Clause 10 and Table 1 of Part B of that Award;
- (iii) the Employer shall advise the employee, in writing of their right to choose payment of that salary referred to in paragraph (ii) above instead of a remuneration package;
- (iv) the Employer shall advise all employees, in writing, that all the conditions of the *Social and Community Services Employees (State) Award*, where appropriate, other than identified in this Enterprise Agreement shall continue to apply;
- (v) the employee may package a maximum of thirty percent (30%) of the applicable salary described in subclause (ii) above, to a non salary fringe benefit;
- (vi) the Employer will inform the employee, in writing, of the breakdown of their remuneration packaging arrangements. For this purpose, where such details are maintained electronically, the employee shall be provided with a printout of the relevant information;



- (vii) the employee shall advise the Employer, in writing, that their agreed cash component is adequate for his/her living expenses;
- (viii) a copy of the Agreement shall be made available to the employee;
- (ix) the configuration of the remuneration package shall remain in force for the period agreed between the employee and the Employer;
- (x) the Employer must ensure that no employee accrues any benefit beyond 30 June in any financial year, and that all benefits to which an employee is entitled to under these arrangements are paid prior to 30 June in a financial year;
- (xi) in the event that the employer ceases to attract exemption from payment of Fringe Benefits Tax, all salary packaging arrangements shall be terminated. Notice shall be given in accordance with subclause (xii) below. Individual employee's wages will revert to those specified in Clause 10, Table 1 of Part B of the *Social and Community Services Employees (State) Award*;
- (xii) where changes are proposed to salary packaging arrangements, or salary packaging arrangements are to be cancelled, the employee must give one month's notice and the employer must give one month's notice.
- (xiii) in the event that the employee ceases to be employed by the Employer this agreement will cease to apply as at the date of termination and all entitlements due on termination shall be paid at the applicable salary rates as specified in Clause 10, Table 1 of Part B of the *Social and Community Services Employees (State) Award*, where appropriate. Any outstanding benefit still due under this agreement upon termination shall be paid on or before the date of termination;
- (xiv) the calculation of the entitlements concerning occupational superannuation and annual leave loading will be based on the value of the employee's total wage as outlined in Clause 10, Part 1 Table B of the SACS Award the *Social and Community Services Employees (State) Award*;
- (xv) the calculation of the entitlements concerning in service paid leave, including annual sick leave and long service leave will be based upon the value of the employee's total wage as



outlined in Clause 10 and Part B Table 1 of the *Social and Community Services Employees (State) Award*;

- (xvi) any wage increases which are granted to employees under the Award shall also apply to employees subject to remuneration packaging arrangements within this clause;
- (xvii) the employee may consult with a representative of the Australian Services Union before signing a remuneration package agreement as described in this clause
- (xviii) Where an employee is in receipt of payments in regard to a compensable injury under the relevant Workers Compensation legislation then the employee shall receive shall be calculated based upon the value of the employee's total wage as outlined in Clause 10 Part B Table 1 of the *Social and Community Services Employees (State) Award*.

11. GRIEVANCE PROCEDURES

Definition: A grievance is any aspect of employment that the employee feels is unjust or unfair, or thinks should be brought to the attention of management.

- 11.1 It is St George Accommodation for Youth Services Ltd intention to provide an effective and acceptable means for employees to bring problems and complaints concerning their work and their well being at work to the attention of management. For this reason the following grievance procedure has been developed:
- 11.2 Employees have the right for a grievance to be heard by management. Employees should also be assured that, when they raise a grievance, it in no way affects their employment opportunity with St George Accommodation for Youth Services Ltd. The goal of the grievance procedure is not to eliminate grievances but to provide a prompt, friendly and mutually satisfactory resolution of differences between management and employees.
- 11.3 It is hoped that employees can deal with any grievance initially within the workplace, but should the employee feel this is not appropriate, they should contact the Management Committee.
- 11.4 However, where appropriate, employees are encouraged to:



- a) In the first instance, any grievance should be taken up with the employees' immediate supervisor, preferably within the five working days of its occurrence.
- b) The supervisor shall give the staff member an opportunity to discuss the matter fully and endeavour to provide a response within three working days or as soon as practicable.
- c) If the grievance cannot be settled satisfactorily with the supervisor, the employee should detail their grievance in writing to the committee member responsible for staff liaison. The Staff Liaison Officer shall make arrangements to meet with the employee within
- d) If a satisfactory conclusion is still not reached, the written grievance should be submitted to the Management Committee. The Management Committee shall make arrangements to meet with the employee within ten working days.

11.5 The object of the procedure is to obtain a complete understanding of the problem and reach a settlement at the lowest level possible.

11.6 While the procedure in this Clause is being followed the normal work must continue at all times.

11.7 In the event of failure to resolve the dispute by means of amicable agreement between the parties, such party to the Agreement may notify the matter to the Industrial Registrar of New South Wales. The parties will then attempt to reach settlement at the conciliation stage of the compulsory conference, so called.

11.8 Should a settlement not be reached by conciliation, the dispute shall proceed to arbitration in the normal manner and both parties agree to accept the decision of the relative industrial tribunal, subject to each parties rights under the Act.



12. SIGNATORIES TO THE AGREEMENT

Signed for and on behalf of St George Accommodation for Youth Services Ltd.

[Signature] 4/11/99
Date

[Signature] 4.11.99
Witness Date

Signed for and on behalf of the Australian Services Union

[Signature] 27.10.99
John Tierney
Acting Branch Secretary Date

[Signature] 27.10.99
Witness Date

