

**REGISTER OF
ENTERPRISE AGREEMENTS**

ENTERPRISE AGREEMENT NO: EA99/158

TITLE: Parramatta/Holroyd Family Support Enterprise Agreement 1999

I.R.C. NO:

DATE APPROVED/COMMENCEMENT: 17 May 1999

TERM: 12 Months

**NEW AGREEMENT OR
VARIATION:** New

GAZETTAL REFERENCE:

DATE TERMINATED:

NUMBER OF PAGES: 11

COVERAGE/DESCRIPTION OF

EMPLOYEES: Applies to those employees who are covered by the Social and Community Services Employees (State) Award and who are employed by Parramatta/Holroyd Family Support Inc

PARTIES: Parramatta/Holroyd Family Support Inc -&- Australian Services Union of N.S.W.



ENTERPRISE AGREEMENT

1. Title

The title of this agreement is the Parramatta / Holroyd Family Support Enterprise Agreement 1999.

2. Index

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3. Parties to the Agreement

The enterprise agreement is made in accordance with:

- (a) The provisions of section 32-47 of the Industrial Relations Act 1996;
and,

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- (b) the Principles for approving enterprise agreements as provided by section 33(1) of the Act.

The parties to this enterprise agreement are Parramatta / Holroyd Family Support Inc., 37 Collins Street, Pendle Hill, N.S.W. 2145 and the Australian Services Union of N.S.W., 35 Regent Street, Chippendale, N.S.W., 2008.

4. The Enterprise

The Enterprise for which the agreement is made is the Parramatta / Holroyd Family Support Inc.

5. Intention

This agreement shall apply all full-time and part-time employees.

6. Duress

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

7. Incidence

7.1 This Agreement shall be read in conjunction with the Social and Community Services Employees (State) Award, however where there is any inconsistency this Agreement shall apply

7.2 Should, during the period of operation of this Agreement the conditions contained in the parent Award be improved to exceed any of the corresponding conditions in this Agreement the Award shall supersede this Agreement in those areas.

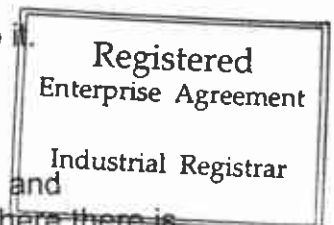
8. Term

This Agreement shall operate from date of registration and shall remain in force for twelve (12) months unless varied or terminated earlier by the provisions provided by the Industrial Relations Act, 1996

9. Terms of Engagement

9.1 Upon engagement, the employer will provide each new employee with a written letter of employment which includes:

- (a) an outline of the main duties of the position;
- (b) the employee's regular hours of work;
- (c) the employee's classification and rate of pay pursuant to this agreement;



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- (d) the nature and detail of engagement in accordance with Sub-clause 9.2

9.2 An employee shall be engaged as one of the following:

- (a) full-time
- (b) part-time

10. Part-time Employees

10.1 A part-time employee is an employee who works for a specified number of regular hours being less than 35 hours per week but no less than 15 hours per week with a minimum of four (4) hours employment in any one shift.

10.2 Part-time employees shall be paid an hourly rate calculated on the basis of one thirty fifth of the appropriate weekly rate.

10.3 A part-time employee is entitled to the provisions of this agreement on a pro rata basis.

11. Hours of Work

11.1 Ordinary hours of work, exclusive of meal breaks, shall be no more than thirty five (35) hours per week.

11.2 Ordinary hours shall be worked between 8 am and 6 pm, Monday to Friday inclusive and shall not exceed eight (8) hours per day.

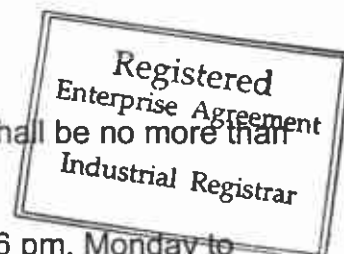
11.3 Where an employee, with the authorisation of the employer, works in excess of their ordinary hours between 8am and 6pm, such excess time shall be deemed Time in Lieu in accordance with Clause 13.

12. Time in Lieu

12.1 Time in Lieu is time worked with the authorisation of the Management Committee or Service Co-ordinator beyond the ordinary hours of work specified in this agreement.

12.2 In consultation with the employees, the employer shall establish a procedure for the approval of Time in Lieu.

12.3 Time in Lieu shall only be worked with the prior approval of the employer,



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provided that the procedure for approval of Time in Lieu allows for employees to work Time in Lieu without specific prior approval in defined emergency situations.

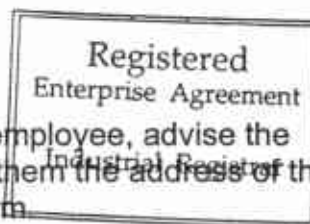
- 12.4 Where in accordance with Clause 13.3 an employee is entitled to time off in lieu:
- (a) Time in lieu shall be taken at the commencement of the following month, by agreement between the employee and the Management Committee or Service Co-ordinator.
 - (b) A full time employee may accumulate up to fourteen (14) hours time in lieu.
 - (c) A part-time employee may accumulate up to two fifths of their weekly hours
 - (d) No more than fourteen (14) hour's time in lieu may be taken at any one time, unless special circumstances apply and are approved by the Management Committee or Service Co-ordinator.

13. Rest Breaks

Two paid ten minute breaks for morning and afternoon tea shall be allowed to employees in a seven(7) hour working period, its timing to be subject to mutual agreement between the employer and employees.

14. Union Membership

- 14.1 The employer shall, upon appointment of a new employee, advise the employee of this Enterprise Agreement and give them the address of the Branch office of the Union, and a membership form.
- 14.2 Union fees will be deducted from the wages if requested by an employee.
- 14.3 An accessible space for Union notices shall be provided by the employer, whereupon in addition to any material posted by the Union, an updated copy of the Award and Enterprise Agreement shall be posted.



15. Rates of Pay

Wages will be in accord with those of the Social and Community Services Employees (State) Award as varied from time to time.

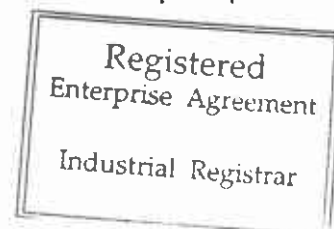
16. Remuneration Packaging

- 16.1 The Employer 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. The Employer will use

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it's Fringe Benefit Tax exempt status when offering remuneration packaging to employees.

- 16.2 Where agreed between the Employer and a full-time or part-time employee under the SACS Award, the Employer may introduce remuneration packaging in respect of salary as outlined in Clause 10 and Table 1 Part B of that Award.
- 16.3 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 (SACS) Employees (State) Award.
- 16.4 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:
- (a) the Employer shall ensure that the structure of any package complies with taxation and other relevant laws;
 - (b) the Employer shall confirm in writing to employees covered by the SACS 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;
 - (c) the Employer shall advise the employee, in writing of his/her right to choose payment of that salary referred to in paragraph (ii) above instead of a remuneration package;
 - (d) the Employer shall advise all employees, in writing, that all the conditions of the SACS Award, where appropriate, other than identified in this Enterprise Agreement shall continue to apply;
 - (e) 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;
 - (f) 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;
 - (g) the employee shall advise the Employer, in writing, that their agreed cash component is adequate for his/her living expenses;
 - (h) a copy of the agreement shall be made available to the employee;
 - (i) the configuration of the remuneration package shall remain in force for the period agreed between the employee and the Employer;
 - (j) 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 any financial year;



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- (k) 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 SACS Award;
- (l) where changes are proposed to salary packaging arrangements, or salary packaging arrangements are to be cancelled, then the employee must give one month's notice, and the employer must give one month's notice;
- (m) 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 SACS Award where appropriate. Any outstanding benefit still due under this agreement upon termination shall be paid on or before the date of termination;
- (n) 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;
- (o) the calculation of the entitlements concerning in service paid leave, including annual sick 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 (SACS) Employees (State) Award;
- (p) any wage increases which are granted to employees under the Award shall also apply to employees subject to remuneration packaging arrangements within this clause;
- (q) the employee may consult with a representative of the ASU before signing a remuneration package agreement as described in this clause.
- (r) 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 and Part B Table 1 of the Social and Community Services (SACS) Employees (State) Award.

16.5 Optional Benefits

A maximum for each person per year could be paid out for the following nominated choices:

- (a) Child/Care Expenses: Payments may be directly made, by cheque to a third party who is a licensed child carer or accredited child care Centre or for child care provided by a third party within the home.



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- (b) Housing: Payments may be made directly to a financial intermediary from the total remuneration package against a home mortgage. This benefit option may only be selected for an owner-occupied non-income producing property. Alternatively, rental payments may be made directly to Landlord or Agency.
- (c) Health fund Premiums: Payments may be made directly to a recognised health insurance funds.
- (d) Education: Payment may be made directly, for current educational expenses incurred for the education of a family member or for self-education.
- (e) Superannuation: Payments may be made directly for to an approved superannuation fund.
- (f) Car Expenses: Payments may be made directly, for registration and insurance and purchase of a vehicle.
- (g) Household Utilities: Payments may be made directly, for telephone, Electricity, Gas, Council, and Water Rates, house/house contents insurance.
- (h) Continuing Education Expenses: Payments may be directly made, for the cost of continuing education, conference attendance and seminar cost. (HECS is not included as it is tax exempted).
- (i) Personal Life Insurance Premiums: Payments may be directly made, for the payment of personal life insurance premiums to an approved broker or company.

17. Superannuation

17.1 Definitions-

- (a) "Employee" means any person employed on a full-time, part-time or casual basis who earn more than \$120 gross per month.
- (b) "Ordinary-time earnings" means remuneration for an employee's weekly number of hours of work, excluding overtime hours.
- (c) "The Fund" shall mean the Fund of choice of the employee.

17.2 The employer shall contribute to the Fund on behalf of each eligible employee, such superannuation contributions as required to comply with the Superannuation Guarantee (Administration) Act 1992 as amended from time to time.

17.3 The employer shall provide each employee upon commencement of employment, membership forms of the Health Employees Superannuation Trust Australia Fund .

- (a) The employer shall forward the employees completed membership form to the Fund within fourteen (14) days.



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17.4

- (a) An employee may make contributions to the Fund in addition to those made by the employer.
- (b) An employee who wishes to make additional contributions must authorise the company 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) The employer who receives written authorisation from the employee, must commence making payments into the Fund on behalf of the employee within fourteen (14) days of receipt of the authorisation.
- (d) An employee may vary their additional contributions by a written authorisation and the employer must alter the additional contributions within fourteen (14) days of receipt of the authorisation.
- (e) Additional employee contributions to the Fund requested under this sub-clause shall be expressed in whole dollars.

18. Christmas Closure

18.1 The organisation shall close for one week at Christmas. This period will cover gazetted public holidays of Christmas Day, Boxing Day and New Years Day.

18.2 Full time and part time employees shall receive a paid Picnic Day during this period. Employees may negotiate with the Service Co-ordinator for the remainder of the closure period using the following options:

- (a) Taking of Annual Leave or Time in lieu;
- (b) Taking unpaid leave for the time not covered by the public holidays;
- (c) Working during the closure with the exception of the public holidays;
- (d) Being paid in advance for the hours without entitlement and subsequently working these additional hours when the service reopens after the closure.

19. Long Service Leave

Employees shall be entitled to long service leave in accordance with the terms of the Long Service Leave Act, 1955, as amended from time to time, except that employees shall be entitled to pro-rata long service leave after five (5) years continuous service.

20. Maternity Leave

Employees shall be entitled to Parental Leave in accordance with the provisions of Part 4, of the Industrial Relations Act, 1996, except for the following:



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- (a) Female employees employed prior to November 1998 and who have completed at least 3 years continuous service are entitled to payment at their ordinary rate of pay for six (6) weeks at the commencement of each period of maternity leave.

21. Conference, Training and Study Leave

21.1 A full time employee shall be entitled to up to two (2) hours' paid leave a week to participate in courses of study approved by the employer relevant to their work. Part time employees will be entitled to study leave at a pro-rata basis.

21.2 Employees shall be entitled to a maximum of eight working days pro rata training or conference leave on full pay in any one year period, provided that adequate notice, which shall not be less than four weeks notice, is given to the employer and the following conditions are met:

- (a) Adequate alternative workplace arrangements can be made for the performance of the employee's normal duties.
- (b) At any time, no more than two employees shall be entitled to leave for this purpose and no more than four periods of leave shall be granted to employees covered by this Agreement in any one year period.

22. Special Leave

22.1 In addition to Personal Carer's Leave and Bereavement Leave in the SACS Award, an employee shall be entitled to up to 60% of weekly contracted hours for special leave which is not accruable.

22.2 This Additional Leave is for employees that need to be absent from work for either an unforeseen or planned basis in order to meet personal demand. This may include however, but not inclusively, the need to respond to an emergency situation for example:

- (a) The illness of a relative.
- (b) Where a child carer is unable to look after their charge.
- (c) To arrange and or attend a funeral of a relative.
- (d) Where an employee is unable to attend work because of adverse weather conditions which either prevent attendance or threaten life or property.



It could also be used in the event of planned absences or where some advance notice is given, for example:

- (e) To accompany a relative to a medical appointment where there is no element of emergency.
- (f) Parent/teacher meetings.

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(g) Education Week activities.

22.3 Management Committee or the Service Co-ordinator's approval is required whenever Additional Leave is utilised to meet short term family responsibilities and community service needs.

Note : All time in lieu has to be used prior to approval for Special Leave being granted.

23. Grievance and Disputes Settling Procedures

23.1 Subject to the Industrial Relations Act (1996) any dispute or grievance arising in the workplace other than a dispute or grievance arising directly from an employer's concern about an employee's work performance or conduct shall be dealt with in the following manner:-

- (a) In the first instance, the employee shall attempt to resolve the grievance with their immediate supervisor or employer and shall be entitled to have a workplace union representative present if the employee so desires.
- (b) Where any such attempt at settlement has failed or where the grievance or dispute is of such a nature that a direct discussion between the employee and their immediate supervisor or employer would be inappropriate, the employee may notify a representative of the Union, who, if they consider that there is some substance in the grievance or dispute may forthwith take the matter up with the employer and a meeting shall be arranged.
- (c) Any such meeting will be held within seven working days of notification by the Union to the employer of the grievance or dispute or within a time frame agreed between both parties.
- (d) While the above procedure is being followed work shall continue normally. No party shall be prejudiced as to the final settlement by the continuation of work in accordance with this subclause.
- (e) In the event of failure to resolve the grievance or dispute amicably between the parties, either party may refer the matter to the N.S.W Industrial Commission pursuant to the Industrial Relations Act 1996.

24. Redundancy

Where there is a need to make an employee redundant, the Long Service Leave provision held on behalf of the employee by the employer will be paid in full.

25. Savings

Nothing in this Agreement shall be deemed or construed to cause a net reduction in remuneration or working conditions from those set out in the SACS Award. Further, nothing in this Agreement will be deemed or construed to reduce the



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rates of pay to which an employee was entitled, prior to the making of this Agreement.

26. Signatories to the Agreement

Signed for and on behalf of
Parramatta /Holroyd Family Support Inc.


.....

Date: 20th April 1999.

.....
Chairperson

Signed for and on behalf of the
Australian Services Union of NSW


.....

Date: 15th April 1999.

.....
Secretary

