

**REGISTER OF  
ENTERPRISE AGREEMENTS**

**ENTERPRISE AGREEMENT NO: EA00/34**

**TITLE: New England HACC Development Incorporated Enterprise Agreement 1999**

**I.R.C. NO: 99/6382**

**DATE APPROVED/COMMENCEMENT: 2 December 1999**

**TERM: 24 months.**

**NEW AGREEMENT OR  
VARIATION: New**

**GAZETTAL REFERENCE: 18 February 2000**

**DATE TERMINATED:**

**NUMBER OF PAGES: 9**

**COVERAGE/DESCRIPTION OF**

**EMPLOYEES: Applies to all employees of New England HACC Development Incorporated**

**PARTIES: Australian Services Union of N.S.W. -&- New England HACC Development Incorporated**



# The New England HACC Development Incorporated Enterprise Agreement

## 1. Title of the Agreement

The title of this agreement is the New England HACC Development Incorporated Enterprise Agreement, 1999.

## 2. Index

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## 3. Parties to the Agreement

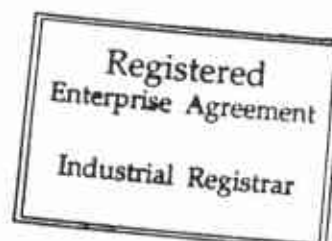
The enterprise agreement is made in accordance with:

- (a) the provisions of sections 32 - 47 of the Industrial Relations Act 1996;
- and,
- (b) the Principles for approving enterprise agreements as provided by section 33(i) of the Act.

The parties to this agreement are:

New England HACC Development Incorporated, 2/87 Beardy Street, Armidale, N.S.W., 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 New England HACC Development Incorporated.

**5. Intention**

This agreement shall apply to all employees of New England HACC Development Incorporated

**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 salary and/or 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 the date of registration and shall remain in force for a period of 2 years unless varied or terminated earlier by the provisions provided by the Industrial Relations Act 1996.

**9. Anti-Discrimination**

The parties agree to interpret and apply this agreement in a manner which is not in breach of the Anti-Discrimination Act 1977.

**10. Hours of work:**

10.1 All full-time employment will be based on a 38 hour working week and pro-rata for part time employees.

10.2 The employees, as a minimum, will provide a point of contact for their clients between 11am and 3pm every business day.

10.3 The working band of hours is between 7am and 10pm, Monday to Friday. Any time worked in excess of one fifth of a working week will be accrued as time in lieu and will be documented on the relevant time sheet.

10.4 A time in lieu bank may be accrued to a maximum of the hours equivalent to a working week.



10.5 Up to the equivalent of one fifth of a working week may be taken as time in lieu without prior approval of the management committee and will be documented on the relevant time sheet.

10.6 Time in lieu in excess of the equivalent of one fifth of a working week must have prior approval of the management committee.

## 11 Rates of Pay:

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

## 12 Remuneration Packaging

Salary packaging will be subject to the following conditions:

12.1 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 its Fringe Benefit Tax exempt status when offering remuneration packaging to employees.

12.2 Where agreed between the employer and the individual employee the employer may introduce salary packaging in respect of salary as outlined in clause 11 of this agreement and Table 1 Part B of the Social and Community Services Employees (State) Award, (SACS Award)

12.3 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 SACS Award.

12.4 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 will be subject to the following conditions:

(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 the classification level under Clause 2 of the SACS Award and the current salary applicable to the employee.

(c) the employer shall advise the employee in writing of her/his right to choose payment of that salary referred to in paragraph 12.2 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 (b) above, to a non salary fringe benefit;
- (f) the employer shall advise the employee in writing of the breakdown of their remuneration packaging arrangements;
- (g) the employee shall advise the employer in writing that the cash component is adequate for her/his 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 under the remuneration package beyond the 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;
- (k) In the event that the employer ceases to attract exemption from payments 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 and 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, one months notice must be given by the party proposing the changes;
- (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 shall be payed at the applicable salary rates as outlined in the 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 and Table 1 of Part B of the SACS Award;
- (o) The calculation of the entitlements concerning in service paid leave including annual, sick leave and long service leave will be based on the value of the employee's total wage as outlined in Clause 10 and Table 1 of Part B of the SACS 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 an injury under the relevant Workers Compensation legislation the payments shall be calculated based upon the value of the employee's total wage as outlined at Clause 10 and Part B Table 1 of the SACS Award.

**13. Annual Leave**



13.1 Employees who have completed 90 days service may take up to 10 days annual leave entitlement before accrual of the same.

13.2 Where an employee is sick while on annual leave, the duration of the illness will be converted to sick leave and the annual leave recredited provided a medical certificate is produced.

#### 14. Sick Leave

14.1 Full time employees who have completed 30 days service and who are unable due to sickness to attend for duty will be entitled during each year of service to sick leave of 15 days at the ordinary rate of pay subject to a medical certificate being provided after 2 days absence.

14.2 Part time workers will have these entitlements, under the same conditions, on a pro rata basis:

14.3 Sick leave shall accumulate from year to year so that any balance of leave not taken in any one year may be taken in a subsequent year or years.

14.4 Where an employee has 10 years service and the sick leave entitlement has been exhausted, the employer may grant such additional sick leave as is deemed necessary.

14.5 Continuity of service shall be deemed not to have been broken where employees have transferred employment from Dumaresq Shire Council to New England HACC Development Incorporated.

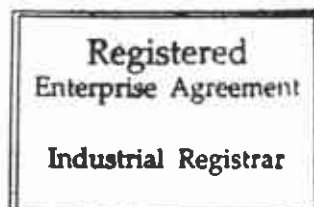
#### 15 Long Service Leave

15.1 An employee shall be entitled to Long Service leave at the ordinary rate of pay as follows:

LENGTH OF SERVICE	ENTITLEMENT
After 10 years service	13 weeks
After 15 years service	19.5 weeks
After 20 years service	30.5 weeks
For every completed period of 5 years service thereafter	11 weeks

15.2 An employee who has completed at least 5 years but less than 10 years service shall receive the monetary equivalent of a proportionate amount based upon 1.3 weeks pay for each year of service computed in monthly

periods. This payment shall be subject to the termination of employment by the employer for any cause, other than serious misconduct, or termination by the employee on account of illness or incapacity or domestic or other pressing necessity or retirement in accordance with relevant legislation or death.



15.3 Where an employee has completed more than 10 years service and is terminated for any cause, long service leave shall be deemed to have accrued from the employee's total length of service and an amount equivalent to such long service leave, less such leave already taken, computed in monthly periods and equivalent to 1.3 weeks for each year of service up to 15 years and 2.2 weeks for each year of service from 15 years onwards.

- 15.4 (a) Long service leave shall be taken at a time mutually convenient to the employer and employee provided all long service leave shall be taken within 5 years of it falling due.
- (b) Payment to an employee proceeding on long service leave shall be made by the employer at the employees ordinary rate of pay at the time the employee enters upon the leave.
- (c) An employee who has become entitled to a period of leave and the employee's employment is terminated by resignation, death or dismissal for any cause shall be deemed to have entered upon leave at the date of termination of the employment and shall be entitled to payment accordingly.
- (d) Continuity of service shall be deemed not to have been broken where employees have transferred employment from Dumaresq Shire Council to New England HACC Development Incorporated.
- (e) Long service leave shall be exclusive of annual leave and any other holidays as prescribed by the award, occurring during the taking of any period of long service leave.
- (f) Where an employee's service is terminated by death the employer shall pay to the employee's estate the monetary equivalent of any untaken long service leave standing to the employee's credit at the time of the employee's decease.

## 16. Leave Without Pay

16.1 Periods of leave without pay, shall be taken at a time mutually convenient to employer and employee, and shall not be regarded as service for the purpose of computing long service leave, sick leave or annual leave. Such leave shall not however, constitute a break in the employee's continuity of service.

16.2 An employee shall not be entitled to any payment for public holidays during an absence on approved leave without pay.

## 17. Redundancy

17.1 Employer's duty to notify

- (a) Where the employer has made a definite decision to introduce major change in program, organisation structure or technology that are likely

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to have significant effects on employees, the employer shall notify the employees who may be affected by the proposed change.

- (b) Significant effects' include termination of employment, major changes in the composition, operation or size of the employer's work-force or in the skills required, the elimination or the diminution of job opportunities, promotion opportunities or job tenure, the alteration of hours of work, the need for retraining or transfer of employees to other work or locations and the restructuring of jobs.

17.2 Notice of Termination

Four weeks notice to terminate or pay in lieu thereof shall be given except in the case where the employee is 45 years of age or over with 5 years service, where 5 weeks notice shall be given

17.3 Severance pay

- (a) This subclause shall apply where an employee is terminated due to redundancy. The employer shall be exempt from this subclause where the employee concerned has been offered, but has refused to accept, an alternative position within the organisation's structure, being a position which has remuneration no less than the position previously held by the employee
- (b) In addition to any required period of notice, and subject to subclause (ii) of this Clause, the employee shall be entitled to the following;

IF THE EMPLOYEE IS LESS THAN 45 YEARS OF AGE

COMPLETED YEARS OF SERVICE	ENTITLEMENT
Less than 1 year	Nil
1 year and less than 2 years	4 weeks pay
2 years and less than 3 years	7 weeks pay
3 years and less than 4 years	10 weeks pay
4 years and less than 5 years	12 weeks pay
5 years and less than 6 years	14 weeks pay
6 years and less than 7 years	16 weeks pay
7 years and beyond	An additional 2 weeks pay for each year in excess of 7 years service up to 10 weeks pay.

Employees aged less than 45 shall receive up to 26 weeks pay in accordance with the above table.

IF THE EMPLOYEE IS 45 YEARS OF AGE AND OVER

COMPLETED YEARS OF SERVICE	ENTITLEMENT
Less than 1 year	





1 year and less than 2 years	5 weeks pay
2 years and less than 3 years	8.75 weeks pay
3 years and less than 4 years	12.5 weeks pay
4 years and less than 5 years	15 weeks pay
5 years and less than 6 years	17.5 weeks pay
6 years and less than 7 years	20 weeks pay
7 years and beyond	An additional 2 weeks pay for each year in excess of 7 years service up to 6 weeks pay.

Employees aged 45 years and over shall receive up to 26 weeks pay in accordance with the above table.

- 17.3 An employee who resigns during the period of notice is entitled to the same redundancy payments provided in this clause as if they had remained in the employment until the expiry of the notice period.
- 17.4 During a period of notice of termination given by the employer, an employee shall be allowed up to one day off without loss of pay during each week of notice for the purpose of seeking other employment. Where required by the employer the employee shall show proof of attendance at an interview

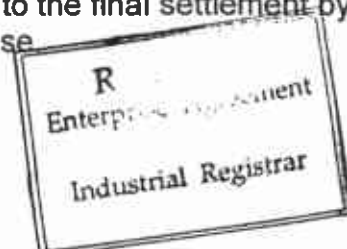
#### 18. Dispute Resolution Procedure

Subject to the NSW Industrial Relations Act (1996), any dispute or grievance arising out of the operation of the Award, 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 dispute or claim 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 duly authorised State representative of the ASU, who, if they consider that there is some substance in the dispute or claim, may forthwith take the matter up with the employer, and a meeting shall be arranged.
- (c) The arrangement of a meeting under step (ii) shall take place within seven working days of notification to the employer of a dispute or grievance.

Whilst the above conciliatory procedure is being followed, reasonable time limits will be set for discussions at each stage. Work shall continue normally where it is agreed there is an existing custom, but, in other cases, work shall continue on the instruction of the employer. No party shall be prejudiced as to the final settlement by the continuation of work in accordance with this clause

#### 19. Signatories to the Agreement





Signed for and on behalf of  
New England HACC Development Incorporated

*[Signature]*  
.....

Date: 1/11/99.

.....CHAIRPERSON:.....

*[Signature]* 2-11-99.  
SECRETARY.

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

*[Signature]*  
.....

Date: 17/11/99

.....  
Secretary

Date

