

**REGISTER OF
ENTERPRISE AGREEMENTS**

ENTERPRISE AGREEMENT NO: EA03/163

TITLE: Erin's Place Inc (Salary Packaging) Enterprise Agreement 2003

I.R.C. NO: IRC3/3714

DATE APPROVED/COMMENCEMENT: 28 July 2003

TERM: 24

**NEW AGREEMENT OR
VARIATION:** Replaces EA01/144

GAZETTAL REFERENCE: 10 October 2003

DATE TERMINATED:

NUMBER OF PAGES: 8

COVERAGE/DESCRIPTION OF

EMPLOYEES: The agreement applies to all full-time and part-time employees employed by Erin's Place Inc who fall within the coverage of the Social and Community Services Employees (State) Award and the Clerical and Administrative Employees (State) Award.

PARTIES: Erin's Place Inc -&- Maret Archer, Leeann Clunes, Margaret Kwan, Gabrielle Prowse, Catherine Thompson, Margaret White

**ENTERPRISE AGREEMENT
BETWEEN
ERIN'S PLACE INCORPORATED
AND
EMPLOYEES**

1. Title of Agreement

This Agreement shall be known as the Erin's Place Inc. (Salary Packaging) Enterprise Agreement - 2003.

2. Arrangement

Clause No.	Subject Matter
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Table One

3. Purpose of This Agreement

The parties to this agreement wish to register an agreement that allows the parties to negotiate and enter into mutually beneficial salary packaging arrangements.

4. Scope

The parties to this agreement are Erin's Place Inc. (the Organisation) and all full-time and part-time employees employed by the Organisation within the scope of the Social and Community Services Employees (State) Award ('the SACS Award') and the Clerical and Administrative Employees (State) Award ('the Clerks Award')

5. Relationship to Parent Award

It has been determined by the parties to this Enterprise Agreement that the agreement shall be read and interpreted wholly in conjunction with the SACS Award and the Clerks Award, and provided that where there is any inconsistency, this Enterprise Agreement shall take precedence unless otherwise specified.

6. Definitions

Real wage means wage received by an employee based on the number of hours normally worked by that employee per week. Such hours will be specified in the employee's contract of employment. While an employee's actual hours may vary from time to time, the variation from hours normally worked as detailed above, and the income associated, will not be considered as part of the employee's real wage.

7. Salaries

- (a) The employee's minimum rate of pay shall be the appropriate award rate of pay, as set out in Table One of this Agreement.
- (b) The rates of pay in Table One of this Agreement shall be varied in accordance with any increase in award rates of pay by way of State Wage Case decision or otherwise.
- (c) The Organisation shall ensure that equal remuneration is payable for men and women doing work of equal or comparable value under this agreement.

8. Salary Packaging

The Organisation and a full-time or part-time employee may reach an agreement to package up to 60% the employee's real wage to a non-salary fringe benefit. Neither the Organisation nor the employee may be compelled to enter into a salary packaging agreement. Such an agreement would be implemented as follows:

- a) A proportion of the employee's salary will be received by the employee as money, and a proportion will be received in the form of a fringe benefit.
- b) A copy of the agreement shall be made available to the employee, provided that the contents of the employee's salary package will remain confidential to the parties.
- c) The Organisation shall ensure the structure of any package complies with relevant taxation laws. This includes acceptance of any Fringe Benefit Tax ('FBT') liability arising out of an agreed salary package.
- d) All award conditions other than rates of pay shall continue to apply.
- e) Full administrative details of salary packaging will be provided in Erin's Place Inc. Remuneration Policy and Procedures.
- f) Any changes to the dollar amount of the fringe benefit, eg due to increases in rates of pay, or to increased pay as a result of carrying out higher duties, will be actioned within three pay periods following the increase.
- g) Expense items claimed should be principally applicable to, or the direct responsibility of the employee. The following expenses may be deemed to be a fringe benefit for the purpose of this Agreement
 - 1) Payment of mortgage or rent;
 - 2) Payment of rates and utilities;
 - 3) Payment of property and life/health insurances;
 - 4) Payment of motor vehicle costs and related expenses;
 - 5) Personal loan repayments;
 - 6) Payment of credit card expenses, except cash advances; and
 - 7) Payment of other genuine expenses by agreement with the co-ordinator.
- h) An expense which may be claimed as a tax deduction may not be claimed as a fringe benefit.
- i) An employee who has entered into a salary package agreement under this clause must provide copies of relevant invoices, receipts or other proof of expenditure to the satisfaction of the Organisation in order to claim the expense as a fringe benefit.

- j) Each employee may only have two items per fortnight paid by Erin's Place Inc. through salary packaging.
- k) A form is to be completed initially which indicates the items each employee wishes to be paid through salary packaging. Changes to the nominated items will only occur if another form is completed and submitted to the co-ordinator.
- l) It is intended that no employee who enters into a salary package agreement under this clause will suffer a net detriment in their terms and conditions of employment. As such;
- 1) If the total value of the salary package received by the employee is less than what the employee would have been paid if the employee had been remunerated under the Award in any financial year, then the Organisation shall pay the employee an amount being the difference between the total remuneration received by the employee and what the employee would have earned under the Award in that financial year.
 - 2) For the purpose of Clause 8(l)(1), a 'financial year' means from 1 July in one year and 30 June in the immediately following year. Any payment made by Erin's Place Inc. in accordance with Clause 8(l)(1) shall be made in the first pay period on or after 1 July in each year.
 - 3) Any outstanding Fringe Benefit at 30 June each year will be paid to the employee as ordinary wages and shall be taxed accordingly. This will be calculated in accordance with Clause 8(l)(1).
 - 4) All other entitlements under the Award (other than paid leave entitlements), and superannuation will be calculated by reference to the rate of pay in Table One.
 - 5) A salary package agreement reached pursuant to this clause shall be regarded as ordinary pay for the purpose of paid leave entitlements including but not limited to public holidays, annual leave, long service leave and personal/carer's leave.
 - 6) Unless there is agreement between the Organisation and the employee to the contrary, all salary-packaging arrangements shall cease during any period of leave without pay, including periods of unpaid sick leave.
 - 7) If an employee becomes entitled to any payment(s) pursuant to the Workers' Compensation Act 1987, Erin's Place Inc. shall discontinue the salary packaging arrangement. When the employee is no longer in receipt of workers' compensation the salary packaging arrangement may resume.
- m) Providing at least one month's notice is given, an employee may:
- 1) change the components of the salary package agreement under this clause; and/or
 - 2) change the percentage of their real wage to be salary sacrificed to a maximum of 60%; or
 - 3) elect to discontinue salary packaging arrangements, and revert to the appropriate award rate of pay.

If an election is made above, then the appropriate paper work must be completed in accordance with Clause 8(k)

- n) Salary packaging is only offered on the strict understanding and agreement that in the event existing taxation law is changed regarding FBT or personal taxation arrangements, and that change may impact on this agreement, (eg be detrimental to, or increase the costs of salary packaging arrangements), all salary packaging arrangements may at the discretion of the employer be terminated or renegotiated by agreement, providing at least 1 month's notice is given. Upon termination in these circumstances, the employee's rate of pay will revert to the rate of pay that applied immediately prior to a salary packaging agreement made pursuant to this clause, or the appropriate award rate of pay, whichever is greater.

- o) In the event the employee ceases employment with the Organisation:
 - a) this agreement will cease as at the date of termination of employment; and
 - b) any outstanding benefit still due pursuant to this agreement, shall be paid and taxed at the appropriate rate on or before the date of termination.

9. Grievance and Disputes Settling Procedure

The parties to this agreement are committed to resolving grievances through open communication and to achieving a prompt resolution of any grievance. A grievance shall be dealt with in the following manner:

- a) The employee shall attempt to solve the grievance with their immediate supervisor.
- b) Should the matter remain unresolved, or where discussion with the immediate supervisor would be inappropriate, the employee(s) will notify the Chairperson of the Management Committee or a nominated person, of the grievance.
- c) The Chairperson of the Management Committee or a nominated person shall arrange a meeting with the employee within 7 days of the notification, or as otherwise agreed to attempt a resolution of the grievance.
- d) The employee will be entitled to have a union representative or nominee present during any of these stages.
- e) Should the matter remain unresolved the matter may be referred to the Industrial Relations Commission of NSW for conciliation and arbitration, in accordance with the Industrial Relations Act 1996.
- f) While the above procedure is being followed, work will continue normally where it is agreed there is an existing practice, but in other cases work will continue on the manager’s instruction. No party will be prejudiced as to the final settlement by continuation of work.

10. Term of Agreement

This Agreement shall have a nominal term of 2 years.

11. Duress

This Enterprise Agreement has not been entered into under duress by any of the parties.

12. Signatories to Agreement

Signed for and on behalf of Erin’s Place Inc:

(Name) (Date)

(Witness) (Date)

Signed by (Employees):

 (Name) (Date)

 (Name) (Date)

 (Name) (Date)

 (Name) (Date)

Table One - Rates Of Pay

CLASSIFICATION	RATE OF PAY PER ANNUM \$
Community Services Worker Grade 1	
Year 1	23,639
Year 2	24,639
Year 3	25,639
Community Services Worker Grade 2	
Year 1	27,439
Year 2	28,739
Year 3	30,039
Year 4	31,439
Community Services Worker Grade 3	
Year 1	32,651
Year 2	33,990
Year 3	35,329
Year 4	36,668
Year 5	38,110
Community Services Worker Grade 4	
Year 1	39,346
Year 2	40,582
Year 3	41,818
Year 4	43,054
Community Services Worker Grade 5	
Year 1	44,290
Year 2	46,350
Community Services Worker Grade 6	
Year 1	50,470
Year 2	53,560

Attachment 1 To Cir 20031251 - Issued June 2003

Schedule of part-time and casual wage rates payable from the first pay period to commence on or after 23 JUNE 2002.

ADULTS - 38 HOUR WEEK				
Classification	Rate Per Week	Part Time Rate	Casual Rate	Plus 1/12 Holiday

	\$	Per Hour \$	Per Hour 20% \$	Pay Per Hour Casual Only \$
Grade 1	487.60	12.83	15.40	1.28
Grade 2	508.50	13.38	16.06	1.34
Grade 3	542.20	14.27	17.12	1.43
Grade 4	583.90	15.37	18.44	1.54
Grade 5	644.50	16.96	20.35	1.70

JUNIORS PERFORMING WORK TO EQUIVALENT TO GRADE 3				
Age of Employee	Rate Per Week \$	Part Time Rate Per Hour \$	Casual Rate Per Hour 20% \$	Plus 1/12 Holiday Pay Per Hour Casual Only \$
At 17 years of age	258.00	6.79	8.15	0.68
At 18 years of age	318.80	8.39	10.07	0.84
At 19 years of age	364.40	9.59	11.51	0.96
At 20 years of age	430.20	11.32	13.59	1.13
ALL OTHER JUNIORS				
Age of Employee	Rate Per Week \$	Part Time Rate Per Hour \$	Casual Rate Per Hour 20% \$	Plus 1/12 Holiday Pay Per Hour Casual Only \$
Under 17 yrs of age	193.65	5.10	6.12	0.51
At 17 years of age	242.40	6.38	7.66	0.64
At 18 years of age	297.15	7.82	9.38	0.78
At 19 years of age	336.95	8.87	10.64	0.89
At 20 years of age	396.50	10.43	12.52	1.04