

**REGISTER OF
ENTERPRISE AGREEMENTS**

ENTERPRISE AGREEMENT NO: EA01/312

TITLE: The Open House Forster Care and Accommodation Service Staff Enterprise Agreement 2001

I.R.C. NO: 2001/6067

DATE APPROVED/COMMENCEMENT: 5 October 2001

TERM: 24 months

**NEW AGREEMENT OR
VARIATION:** New

GAZETTAL REFERENCE: 16 November 2001

DATE TERMINATED:

NUMBER OF PAGES: 6

COVERAGE/DESCRIPTION OF

EMPLOYEES: Applies to employees engaged pursuant to the Social and Community Services (State) Award

PARTIES: Open House Foster Care and Accommodation Services Ltd -&- Australian Services Union of N.S.W.



OPEN HOUSE FOSTER CARE AND ACCOMMODATION SERVICES INCORPORATED

PO Box 64 Springwood NSW 2777

Phone: (02) 4751 3105 — Foster Care Program

(02) 4751 4580 — Accommodation Program

Fax: (02) 4751 5370

Open House Foster Care and Accommodation Services, Inc Enterprise Agreement

1. Title

The agreement shall be known as 'The Open House Foster Care and Accommodation Service Staff Enterprise Agreement 2001'.

2. Arrangement

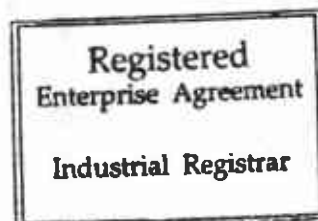
Clause No.	Subject Matter
1.	Title
2.	Arrangement
3.	Parties to the Agreement
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3. Parties to the agreement

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 Agreement are Open House Foster Care and Accommodation Services Inc and the Australian Services Union, NSW Branch.

4. The Enterprise

The Enterprise for which this agreement is made is 'Open House Foster Care and Accommodation Services Inc.



5. Intention

- 5.1 This agreement shall apply to those permanent employees who wish to be party to this agreement. These employees will also be covered by the Social and Community Services (State) Award subject to Clause 8 of this agreement. (The Award shall be referred to as the parent award).
- 5.2 These employees are employed at the following location:
82 Macquarie Road
Springwood 2777

6. Duress

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

7. Incidence

- 7.1 Open House Foster Care and Accommodation Services employees engaged under the Social and Community Services (State) Award will be covered by this Enterprise Agreement.
- 7.2 The aforesaid Award shall be known as the parent award as applicable 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, this agreement shall apply.

9. Terms of agreement

- 9.1 ~~The agreement shall operate from the date of registration and shall remain in force until terminated by either party.~~ FOR TWO (2) YEARS.

10. Payment of wages

- 10.1 Open House Foster Care and Accommodation Service Inc. is recognised as a Public Benevolent Institution and such is exempt from requirements to pay Fringe Benefits Tax on any legitimate fringe benefits provided to the employees. Open House Foster Care and Accommodation Service will utilise its Fringe Benefits exempt status when offering salary packaging to employees.
- 10.2 Where agreed between the employer and a permanent employee under the Social and Community Services (State) Award, the employer may introduce

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remuneration packaging in respect of salary as outlined in Clause 10 and Table 1 part B of the 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 (SACS) 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 their parent Award the classification level under that Award, and the current salary payable as applicable to the employee under that Award
- III. provide evidence to the employer, that no part of the non-salary payment designated as a fringe benefit, it is able to be accessed in order to be used for any purpose other than that specified in this agreement.
- IV. 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.
- V. 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.
- VI. The employee may package a maximum of \$15,450.00 of the applicable salary described in sub-clause (b) above for a full-time employee (pro-rata for a part time employee) to a non-salary fringe benefit.
- VII. 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.
- VIII. The employee shall advise the employer in writing, that their agreed cash component is adequate for his/her living expenses.
- IX. A copy of the Agreement shall be made available to the employee
- X. The configuration of the remuneration package shall remain in force for the period agreed between the employee and the employer

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- XI. The employer must ensure that no employee accrues any benefit beyond 30th June in any financial year, and that all benefits which an employee is entitled under these arrangements are paid prior to 30th June in a financial year.
- XII. 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 sub-clause (XIII) below. Individual employee's wages will revert to those specified in the applicable wages clause of the parent award.
- XIII. 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 months notice.
- XIV. In the event that the employee ceases to be employed by the Employer of this agreement, the agreement shall cease to apply as at the date of termination, and all entitlements due on termination shall be paid at the applicable salary rates. Any outstanding benefit still due under this agreement upon termination shall be paid on or before the date of termination.
- XV. The calculation of the entitlements concerning occupational superannuation and annual leave loading will be based upon the value of the employee's total wage as outlined in the parent Award.
- XVI. 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 the wages clause of the parent award for their classification.
- XVII. Any wage increases which are granted to employees under the Award shall also apply to employees subject to remuneration packaging arrangements within this clause.
- XVIII. The employee may consult with a representative of the Australian Services Union before signing a remuneration package agreement as described in this clause
- XIX. Where an employee is in receipt of payments in regard to a compensable injury under the relevant Workers Compensation legislation, a reference to the workers ordinary wage shall be calculated based upon the value of the employee's total wage as outlined in the wages clause of the parent award for their classification

11. Grievance Procedures

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

- 11.1 Open House Foster Care and Accommodation Services undertakes to provide an effective and acceptable means for employees to bring concerns 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 the status of their employment with Open House Foster Care and Accommodation Services. The aim of the grievance procedure is not to eliminate grievances as such but to provide a prompt, friendly and mutually satisfactory resolution of differences between management and employees.
- 11.3 The grievance procedure, which is detailed in the Open House Foster Care and Accommodation Services Policy and Practice Manual, is as follows:
- a) In the first instance, any grievance should be raised with the Manager as the representative of the Management Committee. The Complainant has the right to request an advocate to act on their behalf if required.
 - b) The grievance must be made in writing (grievance form) and signed by the complainant.
 - c) Once the grievance has been received by the Manager the following steps are to be taken:
 1. Clarify the complaint
 2. Identify what the complainant wants
 3. Investigate the information received
 4. Interview and discuss the information with relevant committee members or staff
 5. Seek advice from any relevant external agency, e.g. NSW Industrial Relations Commission
 6. Determine appropriate action.
 7. Ensure regular communication is maintained with the client.
 - d) Open House will endeavor to resolve complaints promptly. A time frame will apply to the process (2weeks) and a review time will be nominated shortly after the expected commencement of the resolution procedure to assess whether or not the resolution is being successful.
 - e) If the complainant is not satisfied with the outcome, they have the right to appeal or make a further complaint to Industrial Registrar of NSW. The parties will then attempt to reach settlement at the compulsory conference so called.

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f) If settlement is not reached by conciliation, the dispute will proceed to arbitration in the normal manner and both parties agree to accept the decision of the relative industrial tribunal, subject to each party's legal rights.

11.4 The object of the procedure is to obtain a complete understanding of the problem and reach settlement at the lowest level possible and in the shortest time

11.5 While the procedure in this clause is being followed it is important to ensure that normal work routines are not disrupted.

12. Signatories to the Agreement

Signed for and on behalf of Open House Foster Care and Accommodation Services Inc

Kerrie Mead (Secretary) 20/8/01

Date

M Keith

20/8/01

Date

Witness

Signed for and on behalf of the Australian Services Union

Acting Branch Secretary

3.9.01

Date

Dawn Lott

3.9.01

Date

Witness

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