

**REGISTER OF
ENTERPRISE AGREEMENTS**

ENTERPRISE AGREEMENT NO: EA01/94

TITLE: People with Disabilities (NSW) Inc. Enterprise Agreement - 2000

I.R.C. NO: 2001/1789

DATE APPROVED/COMMENCEMENT: 23 March 2001

TERM: 24 months

**NEW AGREEMENT OR
VARIATION: New**

GAZETTAL REFERENCE: 4 May 2001

DATE TERMINATED:

NUMBER OF PAGES: 10

**COVERAGE/DESCRIPTION OF
EMPLOYEES: Applies to all employees engaged pursuant to the Clerical and Administrative
Employees (State) Award and the Social and Community Services Employees (State) Award**

PARTIES: People with Disabilities (NSW) Inc -&- Australian Services Union of N.S.W.



- ENTERPRISE AGREEMENT -

BETWEEN

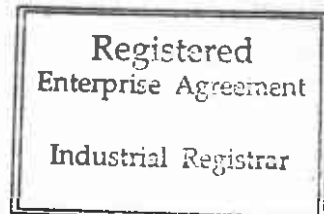
PEOPLE WITH DISABILITIES (NSW) INC.

AND

AUSTRALIAN SERVICES UNION

1. TITLE OF AGREEMENT

This Agreement shall be known as the **People with Disabilities (NSW) Inc. Enterprise Agreement - 2000.**



2. ARRANGEMENT

1.	Title of Agreement	1
2.	Arrangement	1
3.	Purpose of this Agreement	1
4.	Parties to the Agreement	2
5.	Relationship to Parent Award.....	2
6.	Definitions.....	2
7.	Hours of Work	2
8.	Overtime	3
9.	Rates of Pay	3
10.	Salary Packaging.....	4
11.	Conferences, Training and Study Leave.....	6
12.	Travel Assistance.....	7
13.	Grievance and Disputes Settling Procedure	8
14.	Term of Agreement.....	8
15.	Duress	8
16.	Savings Clause.....	8
17.	Signatories to Agreement	9
Table 1	10

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 and other flexible terms and conditions of employment.

4. PARTIES TO THE AGREEMENT

The parties to this agreement are:

People with Disabilities (NSW) Inc. ('PWD');

and

the Australian Services Union of New South Wales;

and

shall apply to all employees employed within the scope of the *Clerical and Administrative Employees (State) Award* and the *Social and Community Services Employees (State) Award* ('the Awards') and the Executive Officer of PWD.



5. RELATIONSHIP TO PARENT AWARDS

It has been determined by the parties to this Enterprise Agreement that the agreement shall be read and interpreted wholly in conjunction with the *Social and Community Services (State) Award* and the *Clerical and Administrative Employees (State) Award* ('the Awards') and provided that where there is any inconsistency, this Enterprise Agreement shall take precedence unless otherwise specified.

6. DEFINITIONS

"Emergency" shall mean a situation arising directly in the course of the employees work that involves serious personal danger, or the immediate threat of it, to a PWD officer, client, or member of the public, and where the Executive Officer cannot be contacted within a reasonable period, given the circumstances of the emergency.

"Satisfactory progress in the course of study" shall mean a determination by the institution providing the approved course of study that progress in the course of study is satisfactory. Provision of annual or periodic result notices by the Employee to the Employer shall be sufficient for this purpose.

7. HOURS OF WORK

7.1 The ordinary hours of work, exclusive of meal breaks, shall be no more than 140 hours in any four week period.

7.2 The ordinary hours of work for all permanent employees shall be between

8.00am and 6.00pm, Monday to Friday.

- 7.3 The ordinary hours of work prescribed above may be worked up to 10 hours on any day without the payment of overtime.
- 7.4 Part time employees may be requested to work up to 35 hours per week without the payment of overtime, provided that at least 7 days notice is given to the employee or otherwise by agreement.

8. OVERTIME

- 8.1 Overtime means time worked outside or in excess of the ordinary hours of work (as prescribed in Clause 7) with the prior authorisation of PWD (except in the case of an emergency).
- 8.2 Authorisation may only be granted by the Executive Officer, in writing or in an alternative form such as Braille, audio cassette or an accessible electronic form. No overtime will be recognised for payment or time off in lieu of payment unless authorisation can be demonstrated (except in the case of an emergency).
- 8.3 The first 14 hours of overtime will be taken as time off in lieu. Such time in lieu shall be taken as one hour off for each hour worked. Time off in lieu shall be taken in accordance with Clause 8.4. Overtime in excess of 14 hours will be compensated as set out in Clause 8.5.
- 8.4 Time off in lieu of payment will be taken at a time to be mutually agreed between the employee and the employee's supervisor, preferably within the four (4) week cycle in which the time was accrued.
- 8.5 The employee may chose to take overtime in excess of 14 hours as payment, or as time off in lieu of payment. Such overtime shall be compensated for at the rate of time and one half for the first two hours and double time thereafter, provided that any overtime worked between 12 noon on a Saturday and midnight on a Sunday, shall be compensated for at the rate of double time. Payment for overtime will be paid in the pay period immediately following the end of the 4 week work cycle within which it was worked. When computing overtime, each day shall stand alone.
- 8.6 Clause 8 shall not apply to the position of Executive Officer. The Executive Officer will not be further compensated for hours worked in excess of those prescribed in Clause 7.

9. RATES OF PAY

- 9.1 Rates of pay for employees are set out in Table 1 of this agreement.



9.2 The rates of pay in Table 1 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.

9.3 PWD will ensure that equal remuneration is payable for men and women doing work of equal or comparable value under this agreement.

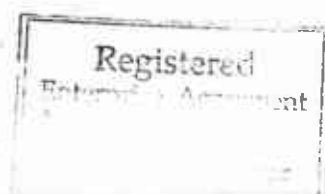
10. SALARY PACKAGING

Subject to the provisions of Clause 10(c), PWD and a full-time or part-time employee may reach an agreement to package up to 40% of the employee's real wage to a non-salary fringe benefit, provided such salary packaging arrangement does not exceed a total grossed-up value of \$30,000. Such salary packaging arrangements to 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) PWD shall ensure the structure of any package complies with relevant taxation laws. This includes ensuring compliance with any ceiling on the amount of salary that may be packaged, and acceptance of any Fringe Benefits Tax ('FBT') liability arising out of an agreed salary package.
- (d) 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
 - (7) Payment of other genuine expenses by agreement with the appropriate nominated officer
- (e) An expense that may be claimed as a tax deduction may not be claimed as a fringe benefit.
- (f) The parties to a salary package agreement under this clause will observe the appropriate procedure set out in PWD's Administrative Procedures

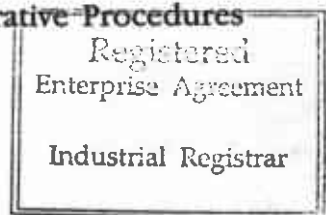
Manual in order to claim an expense as a fringe benefit. This means, for example, that an employee who has entered into a salary package agreement under this clause must provide invoices, receipts or other proof of expenditure in order to claim the expense as a fringe benefit.

- (g) It is intended that no employee who enters into a salary package agreement under this clause will suffer a net detriment in his or her 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, PWD 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 purposes of Clause 10(g)(1), a "financial year" means from 1 July in one year and 30 June in the immediately following year. Any payment made by PWD in accordance with Clause 10(g)(1) shall be made in the first pay period on or after 1 July in each year.
 - (3) All other entitlements under the Awards (other than paid leave entitlements), and superannuation will be calculated by reference to the rate of pay in Table 1.
 - (4) A salary package agreement reached pursuant to this clause shall be regarded as ordinary pay for the purposes of paid leave entitlements such as public holidays, annual leave, long service leave and personal/carer's leave.
 - (5) If an employee becomes entitled to any payment(s) pursuant to the *Workers' Compensation Act 1987*, PWD shall continue to provide to an employee any balance of the agreed salary package not covered by workers compensation payment(s).
- (h) With PWD's agreement, and providing at least 1 month's notice is given, an employee may:
- (1) change the components of the salary package agreement under this clause; or
 - (2) elect to discontinue salary packaging arrangements, and revert to the appropriate rate of pay in Table 1.
- (i) 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, all salary packaging arrangements may at the discretion of PWD be terminated or varied to comply with the legislation, providing at least 1 month's notice is given. Upon termination in these circumstances the employee's rate of pay will revert to the appropriate rate of pay in Table 1.

- (j) (1) In the event the employee ceases employment with PWD this agreement with that employee will cease as at the date of termination.
- (2) Upon termination of an employee's employment, any outstanding benefit still due pursuant to this agreement, shall be paid on or before the date of termination.
- (k) A copy of the agreement, and of PWD's ~~Administrative Procedures~~ Manual shall be made available to the employee.



11. CONFERENCES, TRAINING AND STUDY LEAVE

Conferences, training and study leave will be available under this agreement subject to the following.

11.1 Conferences and Training

- (a) An employee may, with prior approval of the Executive Officer, attend conferences, training courses and seminars during normal working hours without loss of pay.
- (b) The costs of attending such approved conferences, training courses and seminars will be met by the employer including travel time at ordinary rates.
- (c) Where an employee wishes to attend a conference, training course or seminar that is conducted outside their ordinary hours of work, and such attendance is approved in advance by the employer, he or she shall be paid at ordinary rates for such attendance.
- (d) Where an employee is directed to attend a conference, training course or seminar that is conducted outside their ordinary hours of work, he or she shall be paid in accordance with Clause 8 – Overtime for all time taken attending, including any necessary traveling time.

11.2 Study Leave

- (a) A full-time employee shall be entitled to up to four hours study leave

each week without loss of pay in relation to personal studies that are directly relevant to his or her work role subject to sub-clause (f). Part-time employees shall be entitled study leave at pro-rata the full-time rate.

- (b) Study leave must be approved in writing in advance by the Executive Officer, or in the case of the Executive Officer, by the Executive Committee. Approval of study leave remains subject at all times to production of evidence of enrolment and evidence of satisfactory progress in the course of study.
- (c) Study leave is only available while the approved course of study is in session.
- (d) Study leave can be accrued to a maximum of 35 hours in the case of full-time employee, pro-rata for part-time employee, and taken as a block upon two weeks notice to the employer. Study leave cannot be accrued from semester to semester, or from year to year.

Registered
Enterprise Agreement
Industrial Registrar

12. TRAVEL ASSISTANCE

Travel assistance to a maximum of one in four trips to a maximum of \$30.00, which is equal to the maximum available under the State Government Taxi Transport Subsidy Scheme, per trip up to total maximum of \$1,000.00 per financial year will be available under this agreement subject to the following.

- (a) The non-availability of accessible public transport, the determination of which will be subject to periodic management review.
- (b) Staff are to use accessible transport where available to reduce the amount of allowance used for each one in four trips. Where management determine that it is reasonable to use accessible transport the entitlement to travel assistance will cease.
- (c) When accessible transport becomes available staff will use such transport and no travel assistance will be payable. If staff do not convert to the use of public transport when it becomes available and management subsequently determine that reasonable accessible transport was available the travel assistance will cease.
- (d) Staff are to accept any government subsidy available to them and only the difference between that subsidy and the travel assistance allowable in accordance with this clause shall be payable. If staff do not accept a government subsidy available to them for this purpose or do not reasonably attempt to determine one is available then the travel assistance payable in accordance with this clause will no longer be payable.

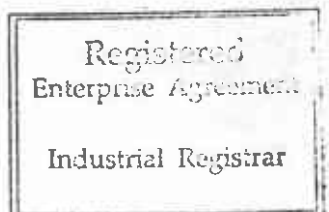
13. GRIEVANCE AND DISPUTES SETTLING PROCEDURE

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(s) 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 Executive Officer or a nominated employer representative of the grievance.
- (c) The Executive Officer or a nominated employer representative shall arrange a meeting with the employee within 7 working 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.

14. TERM OF AGREEMENT

This Agreement shall have a nominal term of 2 years.



15. DURESS

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

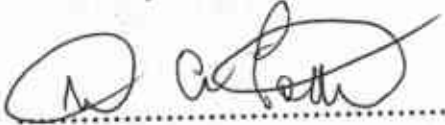
16. SAVINGS CLAUSE

No employee covered by this agreement shall suffer a net detriment in their

salary or conditions as a result of the introduction of this agreement.

17. SIGNATORIES TO AGREEMENT

Signed for and on behalf of People with Disabilities (NSW) Inc.:


[Signature]

28/2/01
[Date]

Wendy Anne Potter
[Name]


[Witness Signature]

28/2/01
[Date]

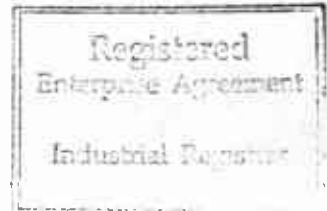
DAVID URQUHART
[Name]

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


[Signature]

27/02/01
[Date]

.....
[Name]



K. Q. Lane
[Witness signature]

27/02/01
[Date]

KERRY LANE
[Name]



TABLE 1 - RATES OF PAY

Classification	Rate of Pay Per Annum
	\$
Social Welfare Worker Category 1 -	
Year 1	24331
Year 2	25538
Year 3	26768
Year 4	27998
Social Welfare Worker Category 2 -	
Year 1	29123
Year 2	30353
Year 3	31479
Year 4	32709
Year 5	33939
Social Welfare Worker Category 3 -	
Year 1	35169
Year 2	36399
Year 3	37629
Year 4	38754
Clerical and Administrative Employees: -	Rate of Pay Per Week
	\$
Grade 1	439.60
Grade 2	460.50
Grade 3	492.20
Grade 4	533.90
Grade 5	592.50