

**REGISTER OF
ENTERPRISE AGREEMENTS**

ENTERPRISE AGREEMENT NO: EA02/36

TITLE: The Medley Community Incorporated Enterprise Agreement 2000

I.R.C. NO: 2002/147

DATE APPROVED/COMMENCEMENT: 8 February 2002

TERM: 8 February 2003

**NEW AGREEMENT OR
VARIATION:** New. Replaces EA00/315

GAZETTAL REFERENCE: 28 March 2003

DATE TERMINATED:

NUMBER OF PAGES: 7

COVERAGE/DESCRIPTION OF

EMPLOYEES: Applies to all permanent staff engaged pursuant to the Social and Community Services (State) Award

PARTIES: Medley Community Incorporated -&- the Australian Services Union of N.S.W.



1. TITLE

This agreement shall be known as The Medley Community Incorporated Enterprise Agreement 2000

2. ARRANGEMENT

Clause No	Subject Matter
1	Title
2	Arrangement
3	Parties to the Agreement
4	The Enterprise
5	Intention
6	Duress
7	Incidence
8	Relationship to Parent Awards
9	Terms of the Agreement
10	Payment of Wages
11	Annual leave
12	Long Service leave
13	Sick Leave
14	Signatories

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 Enterprise Agreement are Medley Community Incorporated on the one part and the Australian Services Union ^{of} ~~NSW Services Branch~~ _{NSW Services Branch}.

4 THE ENTERPRISE

The Enterprise for which this Agreement is made is The Medley Community Incorporated.

5 INTENTION

- i) This agreement shall apply to all permanent staff. These employees will also be covered by the *Social and Community Services Employees (State) Award 2001* subject to Clause 8 of this agreement.
- ii) These employees are employed at the following location.



9 Old Kurrajong Road
CASULA NSW 2170

6 DURESS

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

7 INCIDENCE

- i) The Medley Community Inc employees engaged under the Social and Community Services (State) Award 2001 will be covered by this Enterprise Agreement.
- ii) The Award shall be known as the Parent Award with respect to individual employees.

8 RELATIONSHIP TO PARENT AWARD

Where there is any inconsistency between a provision of this Agreement and the parent award referred to in Clause 7 above, this Agreement shall apply.

9 TERMS OF THE AGREEMENT

This Agreement shall operate from the date of registration and shall remain in force for a period of 1 year.

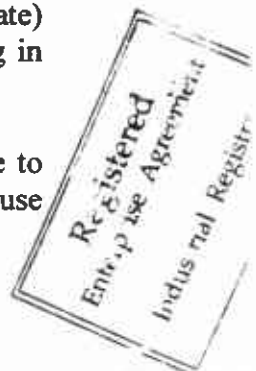
10 PAYMENT OF WAGES

10.1 Medley Community Inc is recognised as a Public Benevolent Institution and as such is exempt from requirements to pay Fringe Benefits tax on any legitimate fringe benefit provided to employees. Medley Community Inc will utilise its Fringe Benefit exempt status when offering salary packaging to employees.

10.2 Remuneration Packaging

- (a) Where agreed between the Employer and a full time or part time employee under the Social and Community Services Employees (State) Award 2001, the Employer may introduce remuneration packaging in respect of salary as outlined in Clause 10 and Table 1 of the Award.

The effect of the introduction of Remuneration Packaging shall be to replace the entitlements of an employee under the provisions of Clause



10, Table 1, Part B of the Social and Community Services 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.

- (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 their parent Award the classification level under that Award, and the current salary payable as applicable to the employee under that Award;
- (C) The Employer shall advise the employee, in writing of their right to choose payment of that salary referred to in paragraph (b) above instead of a remuneration package;
- (D) The Employer shall advise all employees, in writing, that all the conditions of the parent award where appropriate, other than identified in this Enterprise Agreement shall continue to apply;
- (E) The Employee may package a maximum \$ 15,450.00 per year of the applicable salary described in subclause (b) above for a employee 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 a financial year;
- (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 (l) below. Individual employees wages will revert to those specified in the applicable wages clause of the parent award;

- (L) Where changes are proposed to salary packaging arrangements, or salary packaging arrangements are to be cancelled, the employee must give one months notice and the employer must give one months 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 the wages clause of the parent award. 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 employees total wage as outlined in the wages clause of the present award for their classification;
- (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 employees total wage as outlined in the wages clause of the parent award for their classification;
- (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 Australian Services Union before signing a remuneration package agreement as described in this clause;
- (R) Where an employee is entitled to receive payments in regard to a compensable injury under Workers' Compensation legislation, a reference to the worker's 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 ANNUAL LEAVE

Annual leave shall be granted and paid in accordance with the terms of the *Annual Holidays Act 1944*. Except as here in after provided.

- i) An employee is entitled to five (5) weeks Annual Leave on full pay in accordance with the "Act" plus an additional one (1) week's leave on full pay without a loading of 17.5%.



- ii) A loading of 17.5% of the ordinary weekly rate shall be paid in addition to the pay for the period of Annual Leave. Normal shift and weekend loadings are also payable for Annual Leave taken.
- iii) Where the period of annual leave is taken in separate periods the loading payable shall apply only to the period taken. The loading and annual leave pay shall be paid immediately before the employee takes leave.
- iv) No loading is payable to an employee who takes all or part of their annual leave in advance. Except by agreement between the employer and the employee. Provided that the loading will be paid on the date that the employee became entitled to the loading. The loading is to be calculated on the weekly rates as it exists on the date of entitlements.
- v) Where the employment of the employee is terminated either by the employer or employee the employer will pay the employee any annual leave not taken with appropriate loading of 17.5%.

12 LONG SERVICE LEAVE

The provisions of the Long Service Act, 1955, shall apply except hereinafter provided;

- a) An employee shall be entitled to one (1) weeks long service leave for each year of continuous employment with Medley Community Inc, payable after the completion of the (10) tenth year of employment. (Or as special circumstances after (5) five completed years of service) set out in the long service Leave Act 1955.

13 SICK LEAVE

- a) In the event of an employee becoming sick and unfit for duty and certified as such by a duly qualified medical practitioner, he/ she shall be entitled to sick leave on full pay as follows:
- b) 11 days (77 hours) for the first year accrued on a pro rata basis.
- c) 11 days (77 hours) or the second and third years of service.
- d) During the fourth and fifth years of service, 12 days (84 hours) in each year.
- e) Thereafter, 14 working days (98 hours) in each year.
- f) For the purpose of this clause illness shall include stress and mental illness.



- g) Each employee shall take all responsible and practicable steps to inform the employer of their inability to attend work and as far as possible state the estimated duration of the absence. Where practicable such notice shall be given within hours of the commencement of such absence.
- h) If the full period of sick leave as described above is not taken in any one year, such portion as is not taken shall be cumulative from year to year. There shall be no payment of portions of leave not taken, on retirement or termination.
- i) Part day absences for the purpose of calculating deductions from sick leave credits where employees taking such leave are absent for part of a day, the following procedure shall be used;
- j) Leave credits should be converted into hours on the basis of a seven (7) hour day.
- k) Leave taken on the nearest quarter of an hour should then be deducted from this total.
- l) The employer shall not change the rostered hours of work of an employee or the rosters applicable seven days immediately following the commencement of sick leave merely by reason of the fact that he/she is on sick leave.

14 HOURS OF EMPLOYMENT

- a) The ordinary hours of work shall not exceed 35 hours per week for any full time employee.
- b) Such hours may be worked on a flexible basis per agreement between the employer and the employee.



SIGNATORIES TO THIS AGREEMENT

Signed for and behalf of Medley Community Incorporated



Chairperson

12/12/01

Date



Co convenor

14/12/01
Date

Signed for and on behalf of the Australian Services Union of N.S.W.



ASU Branch Secretary

24/12/01.

Date

