

**REGISTER OF
ENTERPRISE AGREEMENTS**

ENTERPRISE AGREEMENT NO: EA04/101

TITLE: The Infants' Home Enterprise Agreement

I.R.C. NO: IRC3/7133

DATE APPROVED/COMMENCEMENT: 20 January 2004

TERM: 12 months

**NEW AGREEMENT OR
VARIATION:** New

GAZETTAL REFERENCE: 21 May 2004

DATE TERMINATED:

NUMBER OF PAGES: 3

COVERAGE/DESCRIPTION OF

EMPLOYEES: The agreement applies to all employees employed at The Infants' Home located at 17 Henry St, Ashfield NSW 2131, who fall within the coverage of the Miscellaneous Worker's Kindergarten and Child Care Centres & c. (State) Award and Teachers (Non Government Early Childhood Centres other than Pre Schools) (State) Award, except where provided by the agreement, the conditions of employment of employees shall be in accordance with the provisions of the award which the employee is employed under.

PARTIES: The Infants' Home -&- the Australian Liquor, Hospitality and Miscellaneous Workers Union, New South Wales Branch, NSW Ind Education Union

THE INFANTS' HOME ENTERPRISE AGREEMENT

1. Parties to the Agreement and Title

This agreement is made between The Infants' Home (the employer) (ACN71 174 918 661), the NSW Independent Education Union (IEU) and the Australian Liquor Hospitality and Miscellaneous Workers Union (NSW Branch) (LHMU) registered unions of employees and will be known as The Infants' Home Enterprise Agreement.

2. Arrangement

Clause No.	Subject Matter
1.	Parties to the Agreement and Title
2.	Arrangement
3.	Application and Operation
4.	Award
5.	Payment of salary
6.	Disputes Settling Procedures

3. Application and Operation

- 3.1 This agreement shall apply to employees employed at The Infants' Home employed under The Miscellaneous Worker's Kindergarten and Child Care Centres & c. (State) Award and Teachers (Non Government Early Childhood Centres other than Pre Schools) (State) Award
- 3.2 This agreement will operate for a period of twelve months from the date of registration.

4. Award

Except as provided by this agreement, the conditions of employment of employees, shall be in accordance with the provisions of the award which the employee is employed under, either the Teachers (Non Government Early Childhood Service Centres other than Pre Schools) (State) Award or the Miscellaneous Workers' Kindergarten and Child Care Centres & C. (State) Award.

5. Salary Packaging

- 5.1 The Infants' Home is recognised as a Public Benevolent Institution and as such attracts some concessional benefits in relation to Fringe Benefits Tax on legitimate fringe benefits provided to employees. The Infants' Home will utilise its Fringe Benefit Tax concessional status when offering salary packaging to employees.
- 5.2 Employees may choose whether to be paid a salary in accordance with the relevant award or they may elect to salary package in accordance with the terms offered by The Infants' Home in the "Salary Packaging Guidelines". These Guidelines may be varied from time to time by The Infants' Home to reflect any changes in legislation and other requirements.
- 5.3 The Infants' Home will ensure that its Salary Packaging Guidelines comply with taxation requirements as set out by relevant Government legislation.
- 5.4 The Infants' Home will inform new employees on engagement in writing of their right to choose payment of salary or to accept salary packaging in the terms offered by The Infants' Home.
- 5.5 In the event that The Infants' Home ceases to attract Fringe Benefits Tax concessions, all salary packaging arrangements will be terminated immediately at that time of cessation and individual employees rates will revert to the salary payable under the relevant award.

- 5.6 Where salary packaging arrangements are to be cancelled other than as noted in the circumstances in sub-clause 5.5 of this Clause, then the employee must give one months notice and The Infants' Home must give three months notice if possible within legislative timeframes.
- 5.7 Any payment calculated by reference to the employee's salary and payable either
- (i) during employment
 - (ii) on termination of employment; or
 - (iii) on death
- Shall be at the Rate Prescribed By the Relevant Award for that Employee. that is, Entitlement to Any Payment for Example Superannuation, Leave Loading, Penalty Rates, Long Service Leave Will be Based on the 'Pre Package' Award Salary Entitlements.
- 5.8 The employee shall have access to details of the payments and transactions of the their salary packaging arrangements made on their behalf. Where such details are maintained electronically the employees shall be provided with a printout of the relevant information.
- 5.9 If during the life of the salary packaging arrangement between the employer and the employee, the employee becomes entitled to workers compensation payments, the employee's worker compensation entitlements will be paid at the rate prescribed by the relevant award for that employee.

6. Disputes Settling Procedures

- 6.1 Where a dispute arises regarding the interpretation or application of any provision of this Agreement, or the actions of either party in relation to the operation of this Agreement, the procedures set out in this clause will be followed.
- 6.2 In the first instance the employee and employer will attempt to resolve the matter.
- 6.3 If the matter is not resolved at this level, the employee may refer the matter to the relevant union who will discuss the matter with the employer or his/her nominee.
- 6.4 Where the procedures set out in 6.2 and 6.3 have failed to resolve a dispute, either party to this Agreement may refer the matter to the Industrial Relations Commission for resolution.
- 6.5 Pending the outcome of the procedures contained in this clause, normal work will continue and neither party to this Agreement will take any action to aggravate the matter in dispute.

Signed for an on behalf of THE INFANTS' HOME

in the presence of

Dated

17 / 11 / 03

Signed for an on behalf of NSW INDEPENDENT
EDUCATION UNION

in the presence of

Dated

12 / 12 / 03

Signed for an on behalf of AUSTRALIAN LIQUOR (NSW)
HOSPITALITY & MISCELLANEOUS WORKERS UNION
BRANCH

in the presence of

Dated

9 / 12 / 03