

**REGISTER OF  
ENTERPRISE AGREEMENTS**

**ENTERPRISE AGREEMENT NO: EA01/120**

**TITLE: Marist Community Services Enterprise Agreement 2000**

**I.R.C. NO: 2001/1391**

**DATE APPROVED/COMMENCEMENT: 6 March 2001**

**TERM: 12 months**

**NEW AGREEMENT OR  
VARIATION: New**

**GAZETTAL REFERENCE: 11 May 2001**

**DATE TERMINATED:**

**NUMBER OF PAGES: 6**

**COVERAGE/DESCRIPTION OF**

**EMPLOYEES:** Applies to all permanent employees engaged pursuant to the Social and Community Services Employees (State) Award, located at 151 Reservoir Road Blacktown

**PARTIES:** Australian Services Union of N.S.W. -&- Marist Community Services

# MARIST COMMUNITY SERVICES

## ENTERPRISE AGREEMENT

### 1. Title

This Agreement shall be known as *the Marist Community Services 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 Award
9.	Terms of the Agreement
10.	Payment of Wages
11.	Grievance Procedures
12.	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 Marist Community Services, 151 Reservoir Road Blacktown on the one part and the Australian Services Union, NSW Services Branch.

### 4. The Enterprise

The enterprise for which this Agreement is made is Marist Community Services.

## **5. Intention**

- 5.1 This agreement shall apply to all permanent staff. These employees will also be covered by the *Social and Community Services Employees (State) Award* subject to Clause 8 of this Agreement.
- 5.2 These employees are employed by Marist Community Services at various locations.

## **6. Duress**

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

## **7. Incidence**

- 7.1 Marist Community Services employees engaged under the *Social and Community Services Employees (State) Award* will be covered by this Enterprise Agreement.
- 7.2 The Award shall be known as the parent award with respect 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 above, this Agreement shall apply.

## **9. Terms Of The Agreement**

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

## **10. Payment Of Wages**

- 10.1 Marist Community Services is recognised as a Public Benevolent Institution and as such is exempt from requirements to pay Fringe Benefits Tax on any legitimate fringe benefits provided to employees, and will utilise its Fringe Benefit exempt status when offering salary packaging to employees.

### **10.2 Remuneration Packaging**

Where agreed between the Employer and a full-time or part-time employee under the *Social and Community Services Employees (State) Award*, the Employer may introduce remuneration packaging in respect of salary as outlined in Clause 10, Table 1 Part B of that 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, 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 the *Social and Community Services Employees (State) Award* the classification level under Clause 2 of the Award, and the current salary payable as applicable to the employee under Clause 10, Table 1 Part B of 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 *Social and Community Services Employees (State) Award*, where appropriate, other than identified in this Enterprise Agreement shall continue to apply;
- e. The employee may package a maximum of thirty percent (30%) of the applicable salary described in subclause (b) above, 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 employee's wages will revert to those specified in Clause 10, Table 1 Part B of the *Social and Community Services Employees (State) Award*.
- l. 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 month's 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 Clause 10, Table 1 Part B of the *Social and Community Services Employees (State) Award*, where appropriate. 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 employee's total wage as outlined in Clause 10, Table 1 Part B of the *Social and Community Services Employees (State) Award*;
- o. 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 Clause 10, Table 1 Part B of the *Social and Community Services Employees (State) Award*,
- 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 in receipt of payments in regard to a compensable injury under the relevant Workers Compensation legislation then the amount the employee shall receive shall be calculated based upon the value of the employee's total wage as outlined in Clause 10, Table 1 Part B of the *Social and Community Services Employees (State) Award*.

## **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** Marist Community 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 Marist Community 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** While it is preferable that a grievance be resolved within the workplace if possible, an employee may refer it to the Chairperson of the Board of Marist Community Services.
- 11.4** The grievance resolution process, which is more fully detailed in the Marist Community Services Handbook, is as follows:
- a. In the first instance, any grievance should be taken up with the employee's immediate supervisor, manager or any other manager at a higher level, which should be within two (2) working days of its occurrence.
  - b. The supervisor or manager will give the staff member an opportunity to discuss the matter fully and endeavour to provide a response within one (1) week but not more than four (4) weeks.
  - c. If the grievance cannot be settled satisfactorily at this level, the employee may appeal to any other manager, the Executive Director or the Chairperson of the Board of Marist Community Services. An appeal will be resolved as soon as possible but certainly without undue delay.
  - d. If the issue is still unresolved, the employee may receive advice from any relevant external agency, eg:
    - the NSW Anti-Discrimination Board
    - the Human Rights and Equal Opportunity Commission
    - the NSW Industrial Relations Commission
    - the Australian Industrial Relations Commission

- e. In the event of failure to resolve the dispute by means of amicable agreement, either party may notify the matter to the Industrial Registrar of New South Wales. The parties will then attempt to reach settlement by conciliation at the compulsory conference so called.
- 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.

11.5 The object of the procedure is to obtain a complete understanding of the problem and reach a settlement at the lowest level possible.

11.6 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 Marist Community Services

*[Signature]* ..... 2/2/2001  
Date

*M. Herbert* ..... 2-2-01  
Witness Date

Signed for and on behalf of the Australian Services Union

*[Signature]* ..... 15/2/01  
Luke Foley, Branch Secretary Date

*[Signature]* ..... 15/2/01  
Witness Date

