

**REGISTER OF
ENTERPRISE AGREEMENTS**

ENTERPRISE AGREEMENT NO: EA97/131

TITLE: Miroma Enterprise Agreement

I.R.C. NO: 97/3112

DATE APPROVED/COMMENCEMENT: 3 July 1997

TERM: 12 Months

**NEW AGREEMENT OR
VARIATION: New**

GAZETTAL REFERENCE:

DATE TERMINATED:

NUMBER OF PAGES: 5

COVERAGE/DESCRIPTION OF

EMPLOYEES: To apply to all employed by Miroma who provide direct care services, excluding casual employees

PARTIES: Miroma -&- Mary Collis, Kevin Cook, Patricia Holden, Alex Kakolyris, Karen Kakolyris, Gabor Kis-Tamas, Amanda Mervis, Robyn Moloney, Donna Neaves, Susannah Thorne, Anita Woods



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MIROMA

***ENTERPRISE
AGREEMENT***

1997

1. ARRANGEMENT

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2. TITLE OF THE AGREEMENT

This agreement shall be known as the MIROMA ENTERPRISE AGREEMENT.

3. PARTIES TO THE AGREEMENT

This enterprise agreement, entered into in accordance with the provisions of the New South Wales Industrial Relations Act 1996 on

is made between MIROMA, the enterprise employer and direct care employees engaged by MIROMA, excluding casual employees.

4. INCIDENCE

This Agreement shall apply to all engaged by MIROMA who provide direct care services, excluding casual employees.

5. RATES OF REMUNERATION

This agreement is made with respect to the rates of remuneration of employees covered by this Agreement.

6. INTENTION

The intention of this agreement is that all employees covered by this Agreement will have the option of electing to receive a remuneration package. If an employee elects to receive a remuneration package, this election will be implemented as follows:

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- 6.1 A proportion of the award rate of remuneration will be received by the employee in monetary form and a proportion will be received in the form of a fringe benefit.
- 6.2 The amount to be received as a fringe benefit and the amount to be received in monetary form will be decided by consultation and agreement between the employer and the employee.
- 6.3 In any case, where an employee has elected to receive a remuneration package, the amount of the award rate remuneration to be received in monetary form will not fall below 50% with 50% being received by the employee as a fringe benefit and the amount of the award rate remuneration to be received in monetary form will not exceed 70% of the award rate remuneration with 30% being received as a fringe benefit.
- 6.4 The following expenses will be deemed to be a fringe benefit for the purposes of this Agreement:
- 6.4.1 Payment of rent
 - 6.4.2 Payment of interest incurred by a mortgage
 - 6.4.3 Payment of Credit card expenses
 - 6.4.4 Payment of other genuine expenses to be determined by agreement between the employer and the employee
- 6.5 Expenses which can be claimed as a taxation deduction cannot be claimed as a fringe benefit.
- 6.6 Employees who have elected to receive a remuneration package must provide receipts and / or other proof of expenditure to the employer in order to claim an expense as a fringe benefit.
- 6.7 It is the intention of the parties to this Agreement that employees who elect to receive a remuneration package under the terms of this Agreement are not disadvantaged in any way in comparison to employees who do not received the remuneration package.

As a consequences of this, all award, legislative and superannuation entitlements will be calculated at the rate of the total award rate of pay. Therefore, employees who have elected to receive a remuneration package will receive all their entitlements on the basis of the total amount and value of their remuneration packaging.

- 6.8 Employees who elect to receive a remuneration package may withdraw this election at any time and, upon such a withdrawal of their election, will revert to receiving their total award rate of pay in monetary form only.

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

- 6.9 Any increase in Award pay rates will be granted to Staff.

- 6.10 If the tax law changes regarding Fringe Benefits Tax Exemption for organisations like Miroma, then a review of the agreement will be made.

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7. NEW EMPLOYEES

The parties agree that any employee, excluding a casual employee, who is engaged by the employer during the term of this Agreement to work at Miroma in direct care services, will become a party to the Agreement. The new employee shall, as from the date of becoming a party, be entitled to all benefits and be bound by all obligations under this Agreement.

8. RELATIONSHIP TO PARENT AWARD[S]

This Agreement is not attempting to cover all the conditions of employment subject to it. The Agreement shall be read and interpreted wholly in conjunction with the Award[s] that cover the employees who are covered by this Agreement, provided that where there is any inconsistency between this Agreement and the Award[s], this Agreement shall take precedence to the extent of the inconsistency.

9. TERM OF THE AGREEMENT

This Agreement shall operate from the date of registration and shall remain in force thereafter for a period of 12 months.

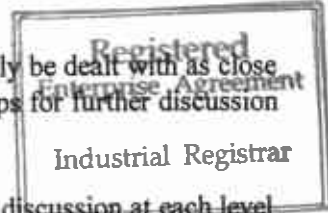
10. GRIEVANCE AND DISPUTE RESOLUTION PROCEDURE

- 10.1 The following procedure shall be followed in relation to grievances of individual employees:
- 10.1.1. The employee is required to notify the employer, preferably in writing, as to the substance of the grievance, request a meeting with the employer for bilateral discussion and state the remedy sought.
 - 10.1.2. A grievance must initially be dealt with as close to the source as possible, with graduated steps for further discussion and resolution at higher levels of authority.
 - 10.1.3. Reasonable time limits must be allowed for discussion at each level of authority.
 - 10.1.4. At the conclusion of the discussion, the employer must provide a written response to the employees grievance, if the matter has not been resolved, including reasons for implementing any proposed remedy.

10.2 The following procedure shall be followed in relation to disputes etc., between employers and their employees:

10.2.1 A question, dispute or difficulty must initially be dealt with as close to its source as possible, with graduated steps for further discussion and resolution at higher levels of authority.

10.2.2 Reasonable time limits must be allowed for discussion at each level of authority.



10.3 Whilst any of the above procedures are being followed, normal work must continue.

10.4 For any of the procedures, the employer may be represented by an industrial organisation of employers and the employee(s) may be represented by an industrial organisation of employees.

11. TERMINATION OR VARIATION OF THE AGREEMENT

The parties shall only vary or terminate the Agreement in accordance with the provisions of the Industrial Relations Act 1996, or any act replacing the said Act.

12. SIGNATURE OF THE PARTIES

Signed for and on behalf of:

MIROMA by the General Manager

Ross Clifton
(Ross Clifton)

on 21.5.97

in the presence of:

M. Huzzi

Signed for and on behalf of
Employees of MIROMA

Alex Kakolyris
ALEX KAKOLYRIS

on 21-5-97

in the presence of:

M. Huzzi