

**REGISTER OF
ENTERPRISE AGREEMENTS**

ENTERPRISE AGREEMENT NO: EA99/127

TITLE: Lake Macquarie Clubhouse Inc Enterprise Agreement

I.R.C. NO: 99/1482

DATE APPROVED/COMMENCEMENT: 15 April 1999

TERM: 24 months

**NEW AGREEMENT OR
VARIATION: New**

GAZETTAL REFERENCE:

DATE TERMINATED:

NUMBER OF PAGES: 9

COVERAGE/DESCRIPTION OF

EMPLOYEES: Applies to employees employed as Co-Ordinators & Support Workers at Kaiyu Clubhouse, Cardiff

PARTIES: Lake Macquarie Clubhouse Inc -&- Australian Services Union of N.S.W.



Enterprise Agreement

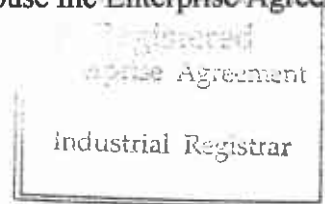


1. Title

This agreement shall be known as the Lake Macquarie Clubhouse Inc Enterprise Agreement

2. Arrangement

| <i>Clause No.</i> | <i>Subject matter</i> |
|-------------------|------------------------------|
| 1 | Title |
| 2 | Arrangement |
| 3 | Parties to Agreement |
| 4 | The Enterprise |
| 5 | Intention |
| 6 | Duress |
| 7 | Incidence |
| 8 | Term |
| 9 | Anti-Discrimination |
| 10 | Enterprise Agreement |
| 11 | Signatories to the Agreement |



3. Parties to the Agreement

This agreement is made in accordance with the provisions of sections 32-47 of the Industrial Relations Act 1996 and the principles for approving enterprise agreements as provided by section 33(1) of the Act. The parties to this enterprise agreement are Lake Macquarie Clubhouse Inc. P.O. Box 469 Cardiff NSW 2285 and The Australian Services Union of NSW 35 regent Street Chippendale NSW 2008.

4. The Enterprise

The enterprise for which the agreement was made is Kaiyu Clubhouse

5. Intention

This agreement shall only apply to employees (Co-ordinator and Support Worker) in the occupations identified and situated at the following location: Kaiyu Clubhouse Cnr Elizabeth & Montgomery Sts Argenton.

6. Duress

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

7. Incidence

The agreement shall regulate partially the terms and conditions of employment previously regulated by the Social and Community Services Employees (NSW State) Award. Apart from clauses specified in this agreement all other clauses of the Award shall apply.

8. Term

This agreement shall operate from the date of registration and shall remain in force for a period of 24 months unless varied or terminated earlier by the provisions provided by the Industrial Relations Act 1996.

9. Anti-Discrimination

The parties agree to interpret and apply the provisions of this agreement in a manner which is not in breach of the Anti-Discrimination Act 1977

10. Enterprise Agreement**10.1 Hours of work**

10.1.1 The ordinary hours of work will be within the hours of 9am and 9pm as specified in each employees job description.

10.2 Meal breaks

10.2.1 Employees shall be paid while on meal breaks provided they remain on premises during their meal break, unless otherwise arranged with their supervisor.

10.3 Overtime/Time in Lieu

10.3.1 Employees who undertake authorised work outside of their regular hours can take the equivalent time off within their regular hours. Such time in lieu arrangements must be with the approval of the employee's supervisor.

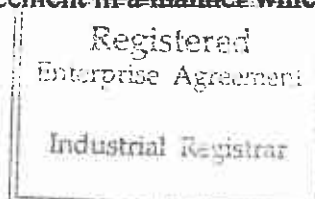
10.3.2 The employee must not carry over more than 10 hours time in lieu at the end of each pay period. If excessive time in lieu has accrued the supervisor must arrange for the employee to take the time off.

10.4 Public holidays

10.4.1 Public holidays shall be allowed on full pay to employees if they are rostered to work on that day.

10.5 Sick Leave

10.5.1 In the event of an employee becoming sick and unfit for duty and certified as such by a duly qualified practitioner, he or she shall be entitled to 10 days sick leave on full pay for each year of service.



- 10.5.2 The employer may dispense with the requirements of a medical certificate where the absence does not exceed two consecutive days or where in the employer's opinion circumstances are such not to warrant such requirement.
- 10.5.3 Each employee shall take all reasonably practicable steps to inform the employer of his or her inability to attend for work and as far as possible state the estimated duration of absence. Where practicable such notice shall be given within 24 hours of the commencement of such absence.
- 10.5.4 If the full period of sick leave as described above is not taken in any year, such portion as is not taken shall be cumulative up to two years. There shall be no payment of portions of leave not taken on retirement or termination.

10.6 Holidays/Leave

- 10.6.1 Full-time and part-time employees shall be entitled to annual leave after three months continuous service.
- 10.6.2 Annual leave shall be for full-time and part-time employees – one week with pay for each three months of continuous service.
- 10.6.3 The employee shall give Lake Macquarie Clubhouse Inc at least six weeks prior notice of their intention to take annual leave.
- 10.6.4 Annual leave loading is paid to employees spread out across the year as part of their regular wage

10.7 Continuous service

- 10.7.1 Continuous service for the purpose of this enterprise agreement shall be calculated on a calendar year from commencement of employment, regardless of hours worked.

10.8 Classification and incremental placement

- 10.8.1 Lake Macquarie Clubhouse Inc will classify employees within the category of Coordinator of Staff.
- 10.8.2 An employee shall be appointed to the first level of the appropriate category and shall proceed from level to level within that category on each anniversary of such appointment.

10.9 Rates of Pay and Benefits

10.9.1 Regular wage

The regular wage is set at 70% of the relevant category of the Social and Community Services Award. In addition the regular wage will include of \$1.23 per day for First Aid Allowance and annual leave loading will be paid as part of the regular wage rather than as a lump sum. Kaiyu Clubhouse program is currently only funded for three days a week and the weekly amounts for each employee are as follows:

Co-ordinator

Year one (13/10/98 to 13/10/99) Cat 3 Yr3 p.a \$36,326.00 \$696.70 p.w and \$17.4175 per hour in 40 hr week

Annually for 25 hpw \$22,703.84 \$17.4175 X 25hpw (\$435.44) X 52.14
 PLUS \$192.40 first aid allowance \$1.23 pd X 3pw X 52.14
 \$304.81 annual leave loading 4 X \$435.44 (\$1,741.76) X.175 = \$304.81

Total in accordance with the Award \$23,201.05
Enterprise Agreement Total \$23,202.82 X.7(70%) = \$16,241.61 (/52.14 = \$311.50 or \$12.46 X 25hpw)
 X.3 (30%) = \$6,961.21 (/52.14 = \$133.51 or \$5.3404ph)

Year Two

(14/10/99 to 31/3/00) Cat 3 Yr4 p.a \$37,451.00 \$718.28 p.w and \$17.957 per hour in 40 hr week

Annually for 25 hpw position \$23,407.21 \$17.957 X 25hpw (\$448.93) X 52.14
 PLUS \$192.40 first aid allowance \$1.23 pd X 3pw X 52.14
 \$314.25 Ann leave loading 4 X \$448.93 (\$1795.72) X.175 = \$314.25

Total in accordance with the Award \$23,913.86
Enterprise Agreement Total \$23,914.01 X.7(70%) = \$16,739.55 (/52.14 = \$321.05 or \$12.842 X 25hpw)
 X.3 (30%) = \$7,174.46 (/52.14 = \$137.60 or \$5.504ph)

Support Worker

Year One (13/10/98 to 13/10/99) Cat 2 Yr3 p.a \$30,176.00 \$578.75 p.w and \$14.469 per hour in 40 hr week

Annually for 25 hpw \$18,860.60 \$14.469 X 25hpw (\$361.73) X 52.14
 PLUS \$192.40 first aid allowance \$1.23 pd X 3pw X 52.14
 \$253.21 Ann leave loading 4 X \$361.73 (\$1,446.92) X.175 = \$253.21

Total in accordance with the Award \$19,306.21
Enterprise Agreement Total \$19,309.52 X.7(70%) = \$13,517.29 (/52.14 = \$259.25 or \$10.37 X 25hpw)
 X.3 (30%) = \$5,792.23 (/52.14 = \$111.09 or \$4.4436ph)

Year Two

(14/10/99 to 31/3/00) Cat 2 Yr4 p.a \$31,406.00 \$602.34 p.w and \$15.06 per hour in 40 hr week

Annually for 25 hpw position \$19,630.71 \$15.06 X 25hpw (\$376.50) X 52.14
 PLUS \$192.40 first aid allowance \$1.23 pd X 3pw X 52.14
 \$263.55 Ann leave loading 4 X \$376.50 (\$1,506.00) X.175 = \$263.55

Total in accordance with the Award \$20,086.66
Enterprise Agreement Total \$20,090.07 X.7(70%) = \$14,064.77 (/52.14 = \$269.75 or \$10.79 X25hpw)
 X.3 (30%) = \$6,025.30 (/52.14 = \$115.56 or \$4.6224ph)

10.9.2 Fringe benefit payments

In addition to their regular wage each employee will receive fringe benefits payments of an amount equivalent to 30% of the equivalent level of the Social and Community Services Award.

Co-ordinator Year one \$6961.21 p.a. (52.14 X \$133.51pw at 25hpw)

Year two \$7,174.46 p.a. (52.14 X \$137.60pw at 25hpw)

Support Worker Year one \$5,792.23 p.a. (52.14 X \$111.09pw at 25hpw)

Year two \$6,025.30 p.a. (52.14 X \$115.56pw at 25hpw)

- 10.9.3 The fringe benefit paid by Lake Macquarie Clubhouse Inc for employees shall be paid to third parties.
- 10.9.4 These payments shall determined by Lake Macquarie Clubhouse Inc and relate to expenses in relation to maintenance of motor vehicle and in relation to living expenses incurred as a result of employees residing in the Lake Macquarie/Newcastle area
- 10.9.5 Motor vehicle allowance
When an employee is required by Lake Macquarie Clubhouse Inc to use their own vehicle for work purposes the employee shall be receive an allowance of 43 cents per kilometre.
- 10.9.6 First aid
The wage rate of all employees incorporates an allowance to pay for the requirement that they have a current first-aid certificate issued by St. John Ambulance Association or Australian Red Cross Society or equivalent qualification and that they are available to perform first aid at the workplace.
- 10.9.7 Superannuation
Lake Macquarie clubhouse Inc shall contribute to HESTA superannuation fund the equivalent of 10% of each employee's regular wage.



10.10 General savings

- 10.10.1 Nothing in this enterprise agreement shall be deemed or construed to cause a net reduction in remuneration or working conditions from those set out in the Social and Community Services Award (State) 1991.

10.11 Grievance and Disputes Settling Procedure

Any disputes that arise will be dealt with in the manner set out by the SACS Award (1992), that is:

- 10.11.1 In the event of a dispute arising out of disciplinary action or from any claim for any other reason, the following procedure will apply:
- (a) The matter shall first be discussed by the aggrieved employee(s) with the immediate supervisor.
 - (b) In the event of failure to resolve the dispute the accredited Union representative shall confer with the appropriate supervisor and/or manager of the employer.
 - (c) In the event of failure to resolve the dispute the matter shall then be referred to a management representative(s) and an appropriate officer of the Union, who will confer and attempt to reach a settlement.

- (d) In the event of failure to resolve the dispute by means of amicable agreement between the parties, such parties may notify the matter to the Industrial Registrar of New South Wales. The parties will then attempt to reach settlement at the conciliation stage of the compulsory conference so called.
- (e) Should a settlement not be reached by conciliation, the dispute shall 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 rights under Legislation.

10.11.2 It is the purpose of this procedure that normal work continue while the above is being followed. No party shall be prejudiced as to final settlement by the continuance of work in accordance with the disputes procedure. Provided that nothing in this subclause shall be taken to limit the employer's right to summarily dismiss any employee for misconduct which justifies instant dismissal.

11. Signatories to the Agreement

Signed for and on behalf of Lake Macquarie Clubhouse Inc

Signature Bernard Griffin

Name BERNARD GRIFFIN

Occupation UNION ORGANISER

Date 8th March 1999

and

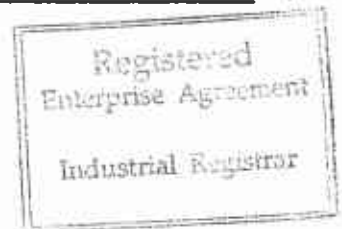
Signed for and on behalf of the Australian Service Union

Signature Alison Peters

Name ALISON PETERS

Occupation Union Secretary

Date 24th March 1999



1. Remuneration Packaging

- (a) The Employer 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. The Employer will use its Fringe Benefit Tax exempt status when offering remuneration packaging to employees.
- (b) Where agreed between the Employer and a full-time or part-time employee under the SACS Award, the Employer may introduce remuneration packaging in respect of salary as outlined in Clause 10 and 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 and Part B Table 1 of the Social and Community Services (SACS) 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:

- (i) the Employer shall ensure that the structure of any package complies with taxation and other relevant laws;
- (ii) the Employer shall confirm in writing to employees covered by the SACS Award the classification level under Clause 2 of the Award, and the current salary payable as applicable to the employee under Clause 10 and Table 1 of Part B of that Award;
- (iii) the Employer shall advise the employee, in writing of his/her right to choose payment of that salary referred to in paragraph (ii) above instead of a remuneration package;
- (iv) the Employer shall advise all employees, in writing, that all the conditions of the SACS Award, where appropriate, other than identified in this Enterprise Agreement shall continue to apply;
- (v) the employee may package a maximum of thirty percent (30%) of the applicable salary described in subclause (ii) above, to a non salary fringe benefit;

- (vi) 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;
- (vii) the employee shall advise the Employer, in writing, that their agreed cash component is adequate for his/her living expenses;
- (viii) a copy of the agreement shall be made available to the employee;
- (ix) the configuration of the remuneration package shall remain in force for the period agreed between the employee and the Employer;
- (x) 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 any financial year;
- (xi) 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 (xii) below. Individual employee's wages will revert to those specified in Clause 10, Table 1 of Part B of the SACS Award;
- (xii) where changes are proposed to salary packaging arrangements, or salary packaging arrangements are to be canceled, then the employee must give one month's notice, and the employer must give one month's notice;
- (xiii) 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 of Part B of the SACS Award where appropriate. Any outstanding benefit still due under this agreement upon termination shall be paid on or before the date of termination;
- (xiv) 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 part 1 Table B of the SACS Award;
- (xv) 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 employee's total wage as outlined in Clause 10 and Part B

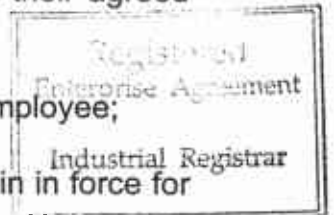


Table 1 of the Social and Community Services (SACS) Employees (State) Award;

- (xvi) any wage increases which are granted to employees under the Award shall also apply to employees subject to remuneration packaging arrangements within this clause;
- (xvii) the employee may consult with a representative of the ASU before signing a remuneration package agreement as described in this clause.
- (xviii) Where an employee is in receipt of payments in regard to a compensable injury under the relevant Workers Compensation legislation then the employee shall receive shall be calculated based upon the value of the employee's total wage as outlined in Clause 10 and Part B Table 1 of the Social and Community Services (SACS) Employees (State) Award.

