

**REGISTER OF  
ENTERPRISE AGREEMENTS**

**ENTERPRISE AGREEMENT NO: EA99/290**

**TITLE: Housing Connection (NSW) Inc. (Salary Packaging) Enterprise Agreement 1999**

**L.R.C. NO:** 99/5240

**DATE APPROVED/COMMENCEMENT:** 7 October 1999

**TERM:** 12 months

**NEW AGREEMENT OR  
VARIATION:** New

**- GAZETTAL REFERENCE:**

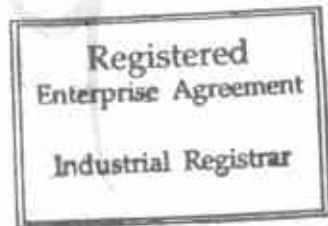
**DATE TERMINATED:**

**NUMBER OF PAGES:** 8

**COVERAGE/DESCRIPTION OF**

**EMPLOYEES:** Applies to all employees employed by the Housing Connection

**PARTIES:** Australian Services Union of N.S.W. -&- The Employers' Federation of New South Wales



**- ENTERPRISE AGREEMENT -**

BETWEEN

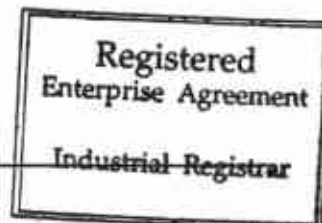
**THE HOUSING CONNECTION (NSW) INC.**

AND

**THE AUSTRALIAN SERVICES UNION OF NSW**

AND

**EMPLOYEES**



**1. TITLE OF AGREEMENT**

This Agreement shall be known as the **Housing Connection (NSW) Inc. (Salary Packaging) Enterprise Agreement - 1999.**

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**3. PURPOSE OF THIS AGREEMENT**

The parties to this agreement wish to register an agreement that allows the parties to negotiate and enter into mutually beneficial salary packaging arrangements and flexible work hours arrangements.

The parties to this agreement are the Housing Connection (NSW) Inc. ('the Housing Connection') and the Australian Services Union of NSW. This agreement shall apply to all employees employed within the scope of the *Social and Community Services (State) Award* ('the Award')

employed by the Housing Connection.

#### 4. RELATIONSHIP TO PARENT AWARD

It has been determined by the parties to this Enterprise Agreement that the agreement shall be read and interpreted wholly in conjunction with the *Social and Community Services (State) Award* ('the Award') and provided that where there is any inconsistency, this Enterprise Agreement shall take precedence unless otherwise specified.

#### 5. HOURS OF WORK

- (a) The ordinary hours of work shall not exceed 150 in a four week period.
- (b) Ordinary hours may be worked between 6.00 am and 8.00 pm, Monday to Friday inclusive.
- (c) Within the spread of hours in subclause (b) above, up to 10 ordinary hours excluding meal breaks may be worked on any one day.
- (d) Hours will be arranged between the employer and the employee to meet the operational requirements of the Housing Connection. In arranging the hours of work the employer shall take into consideration the particular circumstances of the employee.

#### 6. SHIFT WORK

##### (a) Definitions-

- (i) For the purpose of this clause "shift work" means a work cycle which regularly falls outside the hours of 6.00 a.m. and 8.00 p.m. Monday to Friday.
- (ii) "Evening Shift" means any shift which finishes after 8.00 p.m. and at or before 12.00 midnight.
- (iii) "Night Shift" means any shift which finishes after 12.00 midnight and which commences before 6.00 a.m.

##### (b) Engagement in Shift Work -

- (i) An employee may be engaged in shift work by the Housing Connection where it is necessary due to the nature of the

service that an employee regularly works significant hours outside the hours of 6.00 a.m. to 8.00 p.m. Monday to Friday.

- (ii) Where the Housing Connection wishes to engage an employee in shift work, the Housing Connection shall advise the employee in writing, specifying the period over which shift work is ordinarily to be worked.

(c) Shift Allowances -

- (i) An employee working an evening shift shall be paid a loading of 15% on his or her ordinary rate of pay for the whole of such shift.
- (ii) An employee who works a night shift shall be paid a loading of 30% on his or her ordinary rate for the whole of such shift.
- (iii) An employee who works a shift between midnight Friday and midnight Saturday shall be paid a loading of 50% on his or her ordinary rate for the whole of such shift.
- (iv) An employee who works a shift between midnight Saturday and midnight Sunday shall be paid a loading of 75% on his or her ordinary rate for the whole of such shift.

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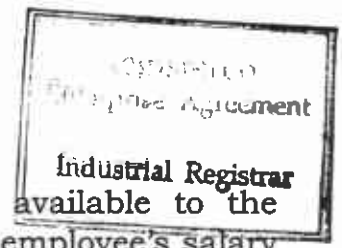
**7. SALARIES AND AWARD WAGES**

- (a) The employee's minimum rate of pay shall be the appropriate award rate of pay, as set out in Table One of this Agreement.
- (b) The rates of pay in Table One of this Agreement shall be varied in accordance with any increase in award rates of pay of the Award, by way of State Wage Case decision or otherwise.

**8. SALARY PACKAGING**

The Housing Connection and a full-time or part-time employee may reach an agreement to package up to 30% of the employee's real wage to a non-salary fringe benefit, to be implemented as follows:

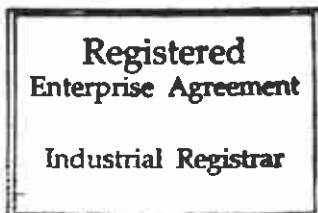
- (a) A proportion of the employee's salary will be received by the employee as money, and a proportion will be received in the form of a fringe benefit.



- (b) A copy of the agreement shall be made available to the employee, provided that the contents of the employee's salary package will remain confidential to the parties.
- (c) The Housing Connection shall ensure the structure of any package complies with relevant taxation laws. This includes acceptance of any Fringe Benefits Tax ('FBT') liability arising out of an agreed salary package.
- (d) All award conditions other than rates of pay shall continue to apply.
- (e) Full administrative details of salary packaging will be provided in The Housing Connection's Remuneration Policy and Procedures.
- (f) Expense items claimed should be principally applicable to, or the direct responsibility of the employee. The following expenses may be deemed to be a fringe benefit for the purpose of this Agreement:
- (1) Payment of mortgage or rent;
  - (2) Payment of rates and utilities;
  - (3) Payment of property and life/health insurances;
  - (4) Payment of motor vehicle costs and related expenses;
  - (5) Personal loan repayments;
  - (6) Payment of credit card expenses, except cash advances; and
  - (7) Payment of other genuine expenses by agreement with the appropriate nominated officer.
- (g) An expense that may be claimed as a tax deduction may not be claimed as a fringe benefit.
- (h) An employee who has entered into a salary package agreement under this clause must provide a copy of relevant invoices, receipts or other proof of expenditure to the satisfaction of the Housing Connection in order to claim the expense as a fringe benefit.
- (i) It is intended that no employee who enters into a salary package agreement under this clause will suffer a net detriment in his or her terms and conditions of employment. As such;
- (1) If the total value of the salary package received by the employee is less than what the employee would have been

paid if the employee had been remunerated under the Award in any financial year, the Housing Connection shall pay the employee an amount being the difference between the total remuneration received by the employee and what the employee would have earned under the Award in that financial year.

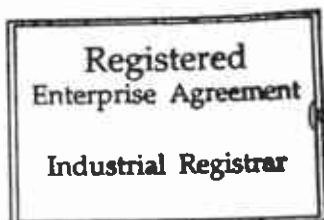
- (2) For the purposes of cl. 6(i)(1), a "financial year" means from 1 July in one year and 30 June in the immediately following year. Any payment made by the Housing Connection in accordance with cl. 6(i)(1) shall be made in the first pay period on or after 1 July in each year.
- (3) All other entitlements under the Award (other than paid leave entitlements), and superannuation will be calculated by reference to the rate of pay in Table One.
- (4) A salary package agreement reached pursuant to this clause shall be regarded as ordinary pay for the purposes of paid leave entitlements such as public holidays, annual leave, long service leave and personal/carer's leave.
- (5) If an employee becomes entitled to any payment(s) pursuant to the *Workers' Compensation Act 1987*, the Housing Connection shall continue to provide to an employee the balance of the agreed salary package not covered by workers compensation payment(s).



- (j) Provided that at least 1 month's notice is given, an employee may:
  - (1) change the components of the salary package agreement under this clause; or
  - (2) elect to discontinue salary packaging arrangements, and revert to the appropriate award rate of pay.
- (k) Salary packaging is only offered on the strict understanding and agreement that in the event existing taxation law is changed regarding FBT or personal taxation arrangements, and that change may impact on this agreement, all salary packaging arrangements may at the discretion of the employer be terminated, providing at least 1 month's notice is given. Upon termination in these circumstances the employee's rate of pay will revert to the rate of pay that applied immediately prior to a

salary packaging agreement made pursuant to this clause, or the appropriate award rate of pay in cash only, whichever is greater.

- (l) In the event the employee ceases employment with the Housing Connection:
- (a) this agreement will cease as at the date of termination of employment;
  - (b) any outstanding benefit still due pursuant to this agreement, shall be paid on or before the date of termination; and
  - (c) any payments on termination, other than provided for in subclause (b) of this clause, shall not be subject to salary packaging.



## 9. GRIEVANCE AND DISPUTES SETTLING PROCEDURE

The parties to this agreement are committed to resolving grievances through open communication and to achieving a prompt resolution of any grievance. A grievance shall be dealt with in the following manner:

- (a) The employee(s) shall attempt to solve the grievance with their immediate supervisor.
- (b) Should the matter remain unresolved, or where discussion with the immediate supervisor would be inappropriate, the employee(s) will notify the General Manager or a nominated person of the grievance.
- (c) The General Manager or a nominated person shall arrange a meeting with the employee within 7 days of the notification, or as otherwise agreed to attempt a resolution of the grievance.
- (d) The employee will be entitled to have a union representative or nominee present during any of these stages.
- (e) Should the matter remain unresolved the matter may be referred to the Industrial Relations Commission of NSW for conciliation and arbitration, in accordance with the *Industrial Relations Act 1996*.
- (f) While the above procedure is being followed, work will continue

normally where it is agreed there is an existing practice, but in other cases work will continue on the manager's instruction. No party will be prejudiced as to the final settlement by continuation of work.

**10. TERM OF AGREEMENT**

This Agreement shall have a nominal term of 1 year.

**11. DURESS**

This Enterprise Agreement has not been entered into under duress by any of the parties.

**12. SIGNATORIES TO AGREEMENT**

Signed for and on behalf of the Housing Connection:

*B Mason*  
.....  
[Name] *Treasurer*

*24/9/99*  
.....  
[Date]



*N. Hayhoe*  
.....  
[Witness] *Ag Assistant manager*

*24/9/99*  
.....  
[Date]

Signed for and on behalf of the Australian Services Union of New South Wales:

*Alison Peters*  
.....  
[Name]

*15/9/99*  
.....  
[Date]

*[Signature]*  
.....  
[Witness]

*15/9/99*  
.....  
[Date]



**TABLE ONE - RATES OF PAY**

<b>Classification</b>	<b>Rate of Pay Per Annum \$</b>
<b>Social Welfare Assistant</b>	
Year 1	19,649.00
Year 2	20,649.00
Year 3	21,649.00
<b>Social Welfare Worker Category 1</b>	
Year 1	23,549.00
Year 2	24,756.00
Year 3	25,986.00
Year 4	27,216.00
<b>Social Welfare Worker Category 2</b>	
Year 1	28,341.00
Year 2	29,571.00
Year 3	30,697.00
Year 4	31,927.00
Year 5	33,157.00
<b>Social Welfare Worker Category 3</b>	
Year 1	34,387.00
Year 2	35,617.00
Year 3	36,847.00
Year 4	37,972.00

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