

VOLUNTEERING SA ENTERPRISE AGREEMENT 2003

File No. 5445 of 2003

This Agreement shall come into force on and from 01 September 2003 and have a life extending for a period of twenty-four months therefrom.

THE COMMISSION HEREBY APPROVES THIS ENTERPRISE AGREEMENT PURSUANT TO SECTION 79 OF THE INDUSTRIAL AND EMPLOYEE RELATIONS ACT 1994.



DATED THIS 1st DAY OF
SEPTEMBER 2003

ENTERPRISE AGREEMENT
COMMISSIONER



UNDERTAKING INSERTED PURSUANT TO SECTION 79(9)

THAT a review of the Enterprise Agreement will be undertaken by the organisation no later than 12 months following approval of this Agreement.

Volunteering SA Enterprise Agreement 2003

Clause 1. TITLE

This Agreement will be titled the Volunteering SA Enterprise Agreement 2003.

Clause 2. ARRANGEMENT

<u>Clause</u>	<u>Subject Matter</u>	<u>Page No.</u>
Clause 1...	TITLE.....	3
Clause 2.	ARRANGEMENT	3
Clause 3.	SCOPE AND PERSONS BOUND	3
Clause 4.	DEFINITIONS	3
Clause 5.	COMMENCEMENT AND DURATION	4
Clause 6.	RELATIONSHIP TO AWARD	4
Clause 7.	AIM OF AGREEMENT.....	4
Clause 8.	CONSULTATION AND COMMUNICATION	4
Clause 9.	PRINCIPLES OF AGREEMENT	4
Clause 10.	CARERS LEAVE	5
Clause 11.	SALARY PACKAGES	5
Clause 12.	DISPUTE RESOLUTION PROCEDURE	5
Clause 13	RENEGOTIATION OF AGREEMENT	5
Clause 14	SIGNATORIES TO THE AGREEMENT	6
	SCHEDULE 1 - SALARY PACKAGING ARRANGEMENTS	7

Clause 3. SCOPE AND PERSONS BOUND

This Agreement will be binding upon Volunteering SA and all its employees engaged in the occupations covered by the Clerks (South Australia) Award and the Social and Community Services Award.

Clause 4. DEFINITIONS

“**Award**” will mean the Clerks (South Australia) Award and the Social and Community Services Award.

“**Consultation**” is a process which will have regard to employees’ interest in the formulation of plans which have a direct impact on them. It provides employees with the opportunity to have their viewpoints heard and taken into account prior to a decision being made. Consultation allows for decisions to be made giving due regard to matters raised by employees.

“**Workplace Representative**” will mean any employee(s) elected from the worksite to represent the interests of such employees.

Clause 5. COMMENCEMENT AND DURATION

This Enterprise Agreement shall take effect from the date of certification by the Industrial Relations Commission of South Australia and remain in force for a period of 2 years therefrom.

Clause 6. RELATIONSHIP TO AWARDS

This Agreement will be read in conjunction with the Clerks (South Australia) Award and the Social and Community Services Award., and to the extent that any inconsistency occurs between the Awards and this Agreement, the conditions of this Agreement will prevail.

Clause 7. AIM OF AGREEMENT

The aim of the Agreement is to enable the parties to develop and implement strategies that are designed to recognise and achieve improvements in the workplace, enhance job satisfaction, security and remuneration.

Clause 8. CONSULTATION AND COMMUNICATION

The parties are committed to consultation and communication throughout all levels of Volunteering SA. The parties agree that participation by employees is vital in decisions which involve work methods and arrangements. This is to ensure that employees are able to contribute their particular knowledge and understanding to improve service delivery and to engender a sense of commitment through the ability of employees to influence matters which affect the way work is done.

Clause 9. PRINCIPLES OF AGREEMENT

- 9.1 That an Enterprise Agreement is critical to an industrial system where workplace bargaining allows productivity to be offset by benefits. There must be a clear link between wages growth and productivity/savings but should take into account standard service delivery.
- 9.2 The development of an organisation based on the principles of flexibility, teamwork and valuing people as individuals.
- 9.3 The creation of a working environment and practices which deliver improvements in the quality and efficiency of service.
- 9.4 The creation of an environment which supports a culture of commitment, honesty, trust and empowerment with an emphasis on continuous improvement.

Clause 10. CARERS LEAVE

- 10.1 An employee (other than a casual employee) may access up to 38 hours per annum from their sick leave entitlement for the care and support of a member of their immediate family or household who is ill.
- 10.2 The employee, if required, must establish by production of a medical certificate or statutory declaration, the illness of the person concerned.
- 10.3 The entitlement to use sick leave in accordance with this clause is subject to:
- The employee being responsible for the care of the person concerned, and
- The person concerned being either, a member of the employee's immediate family or a member of the employee's household.

Clause 11. SALARY PACKAGES

Employees, including casual employees, may access a salary package with the employer up to a salary sacrifice of \$15,450 per annum. Salary packages will apply for the life of this Agreement whilst Volunteering SA retains its current fringe benefits tax exemption. Occupational Superannuation will be based on the gross amount of salary before packaging.

Salary packaging arrangements will be as provided in Schedule 1.

Clause 12. DISPUTE RESOLUTION PROCEDURE

Where a dispute concerning the operation of this Agreement arises, the following steps will be taken:

Step 1

As soon as practicable after the issue or claim has arisen, it will be considered jointly by the supervisor and the employee concerned.

Step 2

If the dispute is not resolved, the issue or claim will be considered jointly by the appropriate senior representative of the employer in conjunction with the employee or union workplace representative, who will attempt to settle the dispute.

Step 3

If the dispute is not resolved, the parties will refer the dispute to the Industrial Relations Commission of South Australia for resolution.

Clause 13. RENEGOTIATION OF AGREEMENT

The parties to this Agreement agree that negotiations for a new Agreement should commence three months prior to the expiration of this Agreement. If agreement is not reached on a renegotiated Agreement at the expiration of this Agreement, the Agreement will continue in force until superseded or rescinded.

Clause 14 SIGNATORIES TO THE AGREEMENT

This Enterprise Agreement is made on the day of 2003.

Signed for and on behalf of Volunteering SA

.....
(name)

.....
(title)

in the presence of

.....
(name)

.....
(address)

Signed for and on behalf of the employees of Volunteering SA by:

.....
(name)

.....
(title)

.....
(name)

.....
(title)

SCHEDULE 1 - SALARY PACKAGING ARRANGEMENTS

1. Salary Packaging allows employees to receive their remuneration, including the value of non-salary benefits that are provided concessional treatment by the Fringe Benefits Tax laws, in a form other than take home pay. Employees will be offered the opportunity to choose from a list of benefits which will be paid for by the employer instead of receiving gross salary. The employee's gross salary is reduced by the amount of the benefits paid by the employer. The net gross salary is then subject to 'Pay-As-You-Go' (PAYG) tax.
2. All existing entitlements (ie. employer superannuation, leave loading, penalties, overtime) will be based on 'pre-package' salary.
3. All employees covered under this Agreement have access to salary packaging arrangements subject to the following provisions:
 - 3.1 Entry into a salary packaging arrangement is only to occur with the genuine consent of both parties. Employees have the right to take the award salary rate only.
 - 3.2 Employees wishing to enter into a salary packaging arrangement will be required to sign a document which indicates that:
 - 3.2.1 they have sought expert advice in relation to entering into such an arrangement and;
 - 3.2.2 they understand that in the event that Fringe Benefits Tax (FBT) becomes payable on the benefit items which are selected, the salary packaging arrangement shall lapse and a new arrangement be put in place whereby the total cost of salary packaging to the Employer does not increase. If the employee elects to continue with packaging, the cost of the payment of the FBT will be passed back to him/her, or benefit items can be converted back to salary to be taxed at the relevant PAYG tax rate and;
 - 3.2.3 they understand that the Employer will meet the payroll costs associated with managing the salary package and that individual employees will meet the costs of the administrative component of managing the salary package as determined and advised in advance by the Employer or bureau selected to administer packaging. Employees agree to meet the administrative component by salary deduction or other means determined appropriate by the Employer and;
 - 3.2.4 that upon resignation or termination of employment the employer shall be, by deduction from final payments or upon demand, reimbursed any amounts of over-expenditure.

3.3 Benefits available to be packaged include:

- Mortgage (but not for investment properties)
- Personal loan repayments
- Motor vehicle payments
- Superannuation (employee contribution)
- Work related education expenses (not HECS)
- Health, Life & Disability Insurance
- Child minding expenses
- Rental payments
- School fees

3.4. An employee may have Superannuation, as well as other separate approved benefits paid under a packaging arrangement, provided that the total payment to benefits (excluding superannuation) does not exceed the limit \$15,450 per employee per annum.

3.5. An employee may cancel a salary packaging agreement and revert to the award salary rate or change the salary packaging arrangement by giving one month's notice.

3.6. Any award wage increases will be passed on to all employees whether they are in a salary packaging arrangement or not.