

**REGISTER OF  
ENTERPRISE AGREEMENTS**

**ENTERPRISE AGREEMENT NO: EA00/177**

**TITLE: McAuley Programme Drug and Alcohol Counsellors Enterprise Agreement, 2000**

**I.R.C. NO:** 00/817

**DATE APPROVED/COMMENCEMENT:** 27 March 2000

**TERM:** 12 months

**NEW AGREEMENT OR  
VARIATION:** New

**GAZETTAL REFERENCE:** 4 August 2000

**DATE TERMINATED:**

**NUMBER OF PAGES:** 4

**COVERAGE/DESCRIPTION OF**

**EMPLOYEES:** It applies to employees of the Drug and Alcohol Counsellors employed by the Programme

**PARTIES:** Australian Services Union of N.S.W. -&- McAuley Programme



# ENTERPRISE AGREEMENT FOR DRUG AND ALCOHOL COUNSELLORS EMPLOYED BY MCAULEY PROGRAMME

## 1. TITLE AND ARRANGEMENT

This agreement shall be known as the *McAuley Programme Drug and Alcohol Counsellors Enterprise Agreement 2000*, and shall be arranged as follows:

Clause No.	Subject Matter
1	Title and Arrangement
2	Parties to the Agreement
3	Scope of the Agreement
4	Award
5	Remuneration Packaging
6	Dispute Avoidance and Grievance Procedure
-7	Duress
8	Term

## 2. PARTIES TO THE AGREEMENT

This agreement is made between McAuley Programme ("Programme") and the Australian Services Union of NSW ("ASU"), the latter being a registered industrial organisation of employees.

## 3. SCOPE OF THE AGREEMENT

This agreement shall apply to the Drug and Alcohol Counsellors ("employee") employed by the Programme on or after the date of registration of the agreement.

## 4. AWARD

Except as provided by this agreement, the conditions of employment of the employees by the Programme will be in accordance with the *Social and Community Services Employees (State) Award* (the "Award").



## 5. REMUNERATION PACKAGING

By mutual agreement with the Programme, an employee may elect to receive payment in the manner set out in this clause.

- (a) For the purpose of this clause:
- (i) **Benefits** means such of the benefits of the kind referred to in subclause (e) as agreed between the Programme and the employee to be provided under a Package Agreement.
  - (ii) **Benefits Value** means the amount specified by the Programme from time to time as the value of any Benefits provided to an employee under a Package Agreement (inclusive of any Fringe Benefits Tax payable under the *Fringe Benefits Tax Act 1986* as amended and administrative costs).
  - (iii) **Package Agreement** means an agreement between the Programme and an employee under subclause (d).
  - (iv) **Package Salary** means the salary payable under paragraph (d) (ii).
  - (v) **Package Value** means the total of the Package Salary and the Benefits Value paid or provided to the employee under a Package Agreement.
- (b) This clause only applies if there is a Package Agreement in force, and if so the other provisions of the Award and the agreement shall be subject to this clause.
- (c) If there is a Package Agreement in force regard shall be had to the Benefits Value and the Package Salary in assessing compliance by the Programme with the minimum remuneration provisions in the Award and the agreement.
- (d) If at any time an agreement ('Package Agreement') is entered into between the Programme and the employee then, subject to subclause (f), the employee shall receive:
- (i) such Benefits as may be agreed between the Programme and the employee under the Package Agreement; and
  - (ii) a salary ('Package Salary') equal to the difference between the Benefits Value and the remuneration which would have applied to the employee under the other provisions of the Award and the agreement had a Package Agreement not been in force.

- (e) The Benefits are those offered from time to time by the Programme in accordance with the policies and practices of the Programme.
- (f) Under a Package Agreement, the employee may package as a non salary fringe benefit, up to a maximum of thirty percent (30%) of the remuneration which would have applied to the employee under the other provisions of the Award and the agreement had a Package Agreement not been in force.
- (g) While a Package Agreement is in force:
- (i) Should the employee take paid leave on full pay he/she shall receive the Benefits and Package Salary during such period of leave.
  - (ii) Should the employee take leave without pay or is in receipt of workers' compensation, the employee will not be entitled to any Benefits during such period of leave or receipt of workers' compensation.
  - (iii) Any other payment under the Award and the agreement calculated by reference to the employee's salary, or rate of pay, however described and payable:
    - (1) during employment; or
    - (2) on termination of employment in respect of untaken paid leave; or
    - (3) on death;
- shall be calculated by reference to the remuneration which would have applied to the employee under the other provisions of the Award and the agreement had a Package Agreement not been in force.
- (h) The employee may elect at any time to cease receiving payment in the manner set out in this clause.

## 6. GRIEVANCE AND DISPUTES SETTLING PROCEDURE

Clause 34, Grievance and Disputes Settling Procedure, of the Award shall be followed in respect of any matter arising out of this agreement.

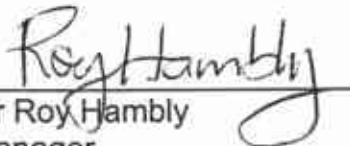
## 7. DURESS


This agreement was not entered into by either party under duress from any other party or any other person or persons.



## 8. TERM

This agreement shall operate from the first pay period to commence on or after the date of registration and shall remain in force for a period of 12 months.

  
Mr Roy Hambly  
Manager  
Mercy Community Care Service  
and McAuley Programme

  
Ms Alison Peters  
State Secretary  
Australian Services Union of NSW

