

**REGISTER OF
ENTERPRISE AGREEMENTS**

ENTERPRISE AGREEMENT NO: EA01/95

TITLE: Elsie Refuge for Women & Children Inc. Enterprise Agreement 2000

I.R.C. NO: 2001/1890

DATE APPROVED/COMMENCEMENT: 21 March 2001

TERM: 12 months

**NEW AGREEMENT OR
VARIATION: New**

GAZETTAL REFERENCE: 4 May 2001

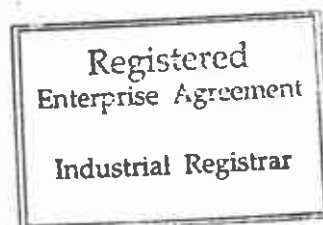
DATE TERMINATED:

NUMBER OF PAGES: 7

COVERAGE/DESCRIPTION OF

EMPLOYEES: Applies to all permanent employees engaged pursuant to the Social and Community Services Employees (State) Award

PARTIES: Elsie Refuge for Women & Children Inc -&- Australian Services Union of N.S.W.



Elsie Refuge for Women & Children Inc.

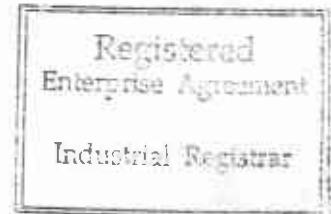
ENTERPRISE AGREEMENT

1. TITLE

This Agreement shall be known as *the Elsie Refuge for Women & Children Inc. Enterprise Agreement 2000.*

2. ARRANGEMENT

Clause No.	Subject Matter
1.	Title
2.	Arrangement
3.	Parties to the Agreement
4.	The Enterprise
5.	Intention
6.	Duress
7.	Incidence
8.	Relationship to Parent Award
9.	Terms of the Agreement
10.	Payment of Wages
11.	Grievance Procedures
12.	Signatories



3. PARTIES TO THE AGREEMENT

This Agreement is made in accordance with provisions of sections 32-47 of the *Industrial Relations Act 1996* and the principles for approving enterprise agreements as provided in section 33 (1) of the Act. The parties to this Enterprise Agreement are Elsie Refuge for Women & Children Inc., 86 Derwent Street Glebe NSW 2037 on the one part and the Australian Services Union, NSW Services Branch.

4. THE ENTERPRISE

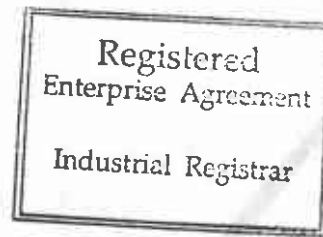
The enterprise for which this Agreement is made is Elsie Refuge for Women & Children Inc.

5. INTENTION

5.1 This agreement shall apply to all permanent staff. These employees will also be covered by the *Social and Community Services Employees (State) Award* subject to Clause 8 of this Agreement.

5.2 These employees are employed at the following location

86 Derwent Street
GLEBE NSW 2037



6. DURESS

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

7. INCIDENCE

- 7.1 Elsie Refuge for Women & Children Inc. employees engaged under the *Social and Community Services Employees (State) Award* will be covered by this Enterprise Agreement.
- 7.2 The Award shall be known as the parent award with respect to individual employees.

8. RELATIONSHIP TO PARENT AWARDS

Where there is any inconsistency between a provision of this Agreement and the parent award referred to in Clause 7 above, this Agreement shall apply.

9. TERMS OF THE AGREEMENT

The Agreement shall operate from the date of registration and shall remain in force for a period of one year.

10. PAYMENT OF WAGES

- 10.1 Elsie Refuge for Women & Children Inc. 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, and will utilise its Fringe Benefit exempt status when offering salary packaging to employees.

10.2 Remuneration Packaging

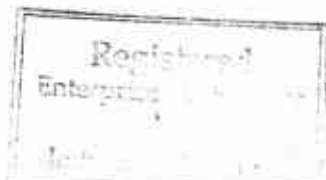
- (a) Where agreed between the Collective and a full-time or part-time member of the Collective under the *Social and Community Services Employees (State) Award*, the Collective may introduce remuneration packaging in respect of salary as outlined in Clause 10 and Table 1 Part B of that Award.

The effect of the introduction of Remuneration Packaging shall be that it replaces the entitlements of a member of the Collective under

the provisions of Clause 10 and Part B Table 1 of the *Social and Community Services 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 Collective shall ensure that the structure of any package complies with taxation and other relevant laws;
- (ii) the Collective shall confirm in writing to individual members of the Collective covered by the *Social and Community Services Employees (State) 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 Collective shall advise the individual member of the Collective, in writing of their right to choose payment of that salary referred to in paragraph (ii) above instead of a remuneration package;
- (iv) the Collective shall advise all individual members of the Collective, in writing, that all the conditions of the *Social and Community Services Employees (State) Award*, where appropriate, other than identified in this Enterprise Agreement shall continue to apply;
- (v) the individual members of the Collective may package a maximum of fifty percent (50%) of the applicable salary described in subclause (ii) above, to a non salary fringe benefit;
- (vi) the Collective will inform the individual members of the Collective, in writing, of the breakdown of their remuneration packaging arrangements. For this purpose, where such details are maintained electronically, the individual members of the Collective shall be provided with a printout of the relevant information;
- (vii) the individual members of the Collective shall advise the Collective, 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 individual members of the Collective;



- (ix) the configuration of the remuneration package shall remain in force for the period agreed between the employee and the Collective;
- (x) the Collective must ensure that no individual member of the Collective accrues any benefit beyond 30 June in any financial year, and that all benefits to which an individual member of the Collective is entitled to under these arrangements are paid prior to 30 June in a financial year;
- (xi) in the event that the Collective 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 members of the Collective's wages will revert to those specified in Clause 10, Table 1 of Part B of the *Social and Community Services Employees (State) Award*;
- (xii) where changes are proposed to salary packaging arrangements, or salary packaging arrangements are to be cancelled, the individual members of the Collective must give one month's notice and the Collective must give one month's notice.
- (xiii) in the event that an individual member of the Collective ceases to be employed by the Collective 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 *Social and Community Services Employees (State) 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 individual member of the Collective's total wage as outlined in Clause 10, Part 1 Table B of the SACS Award the *Social and Community Services Employees (State) Award*;
- (xv) the calculation of the entitlements concerning in service paid leave, including annual sick leave and long service leave will be based upon the value of the individual member of the Collective's total wage as outlined in Clause 10 and Part B Table 1 of the *Social and Community Services Employees (State) Award*,
- (xvi) any wage increases which are granted to individual members of the Collective under the Award shall also apply to individual

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members of the Collective subject to remuneration packaging arrangements within this clause;

- (xvii) the individual members of the Collective may consult with a representative of the Australian Services Union before signing a remuneration package agreement as described in this clause
- (xviii) Where an individual member of the Collective is in receipt of payments in regard to a compensable injury under the relevant Workers Compensation legislation then the individual member of the Collective shall receive shall be calculated based upon the value of the individual member of the Collective's total wage as outlined in Clause 10 Part B Table 1 of the *Social and Community Services Employees (State) Award*.

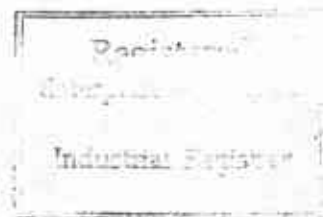
11. GRIEVANCE PROCEDURES

Definition: A grievance is any aspect of employment that an individual member of the Collective feels is unjust or unfair, or thinks should be brought to the attention of the Collective.

- 11.1 It is Elsie Refuge for Women & Children Inc. intention to provide an effective and acceptable means for individual members of the Collective to bring problems and complaints concerning their work and their well being at work to the attention of the Collective. For this reason the following grievance procedure has been developed:
- 11.2 Individual members of the Collective have the right for a grievance to be heard by the Collective. Individual members of the Collective should also be assured that, when they raise a grievance, it in no way affects their employment opportunity with Elsie Refuge for Women & Children Inc. The goal of the grievance procedure is not to eliminate grievances but to provide a prompt, friendly and mutually satisfactory resolution of differences between the Collective and individual members of the Collective.
- 11.3 It is hoped that individual members of the Collective can deal with any grievance initially within the workplace, but should the individual members of the Collective feel this is not appropriate, they should contact the Collective.
- 11.4 However, where appropriate, individual members of the Collective are encouraged to:
 - a) In the first instance, any grievance should be taken up with the individual members of the Collective's Broader Collective, preferably within the five working days of its occurrence.

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- b) The Broader Collective shall give the staff member an opportunity to discuss the matter fully and endeavour to provide a response within three working days or as soon as practicable.
 - c) If the grievance cannot be settled satisfactorily with the Broader Collective, the individual member of the Collective should detail their grievance in writing to the committee member responsible for staff liaison. The Staff Liaison Officer shall make arrangements to meet with the individual members of the Collective within 10 working days.
- 11.5** The object of the procedure is to obtain a complete understanding of the problem and reach a settlement at the lowest level possible.
- 11.6** While the procedure in this Clause is being followed the normal work must continue at all times.
- 11.7** In the event of failure to resolve the dispute by means of amicable agreement between the parties, such party to the Agreement 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.
- 11.8** 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 parties rights under the Act.



12. SIGNATORIES TO THE AGREEMENT

Signed for and on behalf of Elsie Refuge for Women & Children Inc.

M. Kelly 2/3/01
Date

Maria Leahy 2/3/01
Witness Date

Signed for and on behalf of the Australian Services Union

Luke Foley 12/3/01
Luke Foley Date
Branch Secretary

[Signature] 12/3/01
Witness Date

