

REGISTER OF ENTERPRISE AGREEMENTS

ENTERPRISE AGREEMENT NO: EA06/67

TITLE: **Bonnie Women's Refuge Ltd Enterprise Agreement 2005**

I.R.C. NO: IRC5/5957

DATE APPROVED/COMMENCEMENT: 2 December 2005 / 2 December 2005

TERM: 36

**NEW AGREEMENT OR
VARIATION:** Replaces EA00/35.

GAZETTAL REFERENCE: 3 March 2006

DATE TERMINATED:

NUMBER OF PAGES: 7

COVERAGE/DESCRIPTION OF

EMPLOYEES: The agreement applies to all employees employed by Bonnie Women's Refuge Ltd., who fall within the coverage of the Social and Community Services Employees (State) Award.

PARTIES: Bonnie Women's Refuge Ltd -&- the Australian Services Union of N.S.W.

BONNIE WOMEN'S REFUGE LTD. ENTERPRISE AGREEMENT 2005

1. TITLE

This Agreement shall be known as Bonnie Women's Refuge Ltd. Enterprise Agreement 2004.

2. ARRANGEMENT

Clause No.	Subject Matter
1.	Title
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21.	Long Service Leave
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24.	Superannuation
25.	Redundancy
26.	Termination of Employment
27.	Grievance Procedure
28.	Anti-Discrimination

3. PARTIES TO THE AGREEMENT

This agreement is binding on:

- a) Bonnie Women's Refuge Ltd. and
- b) The Australian Services Union of NSW (the Union).

4. DURATION OF THE AGREEMENT

This agreement shall operate from the date of approval by the Industrial Relations Commission of NSW and will remain in force for a period of three years.

5. INCIDENCE

- 5.1 This agreement applies to all staff of Bonnie Women's Refuge Ltd.
- 5.2 This agreement shall be read in conjunction with the Social and Community Services Employees (State) Award 2001. Where there is any inconsistency this Agreement shall apply.

- 5.3 If during the period of operation of this agreement the conditions contained in the award are improved to exceed any of the corresponding conditions in this Agreement the Award shall prevail over this Agreement in those areas.

6. DURESS

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

7. TERMS OF ENGAGEMENT

- 7.1 The employer shall inform each employee in writing as to the term of their engagement.
7.2 The employer shall provide each employee with a job description or duty statement in accordance with Clause 11-Job Description

8. PAYMENT OF WAGES

- 8.1 Salaries will be paid in accordance with the Award and will be adjusted during the term of the Agreement in line with movements to the Award.
8.2 Subject to available/additional funding, Employees who are at the top of their grade shall have their pay rates adjusted in accordance with the consumer Price Index at January 1st each year.
8.3 Salaries will be paid fortnightly either directly into the employee's bank account or by cheque and is payable each second fortnight. When payment is made by cheque the Employee will be given time to cash the cheque on the day of payment during working hours.

9. SALARY PACKAGING

- 9.1 Salary Packaging is available to all permanent employees in accordance with clause 27 of the Social and Community Services Award

10. HOURS OF WORK

- 10.1 Ordinary hours of work for full time Employees shall not exceed 70 hours per fortnight, worked between the hours 6am and 8.00 pm Monday to Friday.
10.2 A flextime system operates for work performed between the hours of 6 am and 8.00 pm

11. JOB DESCRIPTION

- 11.1 Employees will be provided with a job description at the time of employment, or at the time of commencement of a different position.
11.2 The job description shall state all the duties to be performed by the employee and shall not be changed except with agreement between the employer and the Employee.

12. OVERTIME

- 12.1 Overtime shall be paid when an employee works more than their ordinary hours of work per week.
12.2 Overtime will be paid in accordance with the Award.
12.3 Except in cases of emergency, overtime may not be worked without prior approval of the Manager or her delegate

13. ON CALL ALLOWANCE

- 13.1 Employees will be rostered equitably for on call responsibilities.
13.2 On call is rostered as follows:
9 am – 4 pm
4 pm – 12 midnight
12 midnight to 9 am
13.3 On-call allowances payment in accordance with 13.2 is:
Weekdays \$5 per hour

Saturday	\$7.14 per hour
Sundays & Public Holidays	\$10.71 per hour

13.4 Back Up allowance payment for on call is:

Weekday	\$3.57 per hour
Saturday	\$5.00 per hour
Sundays and Public Holidays	\$6.42 per hour

13.5 Employee Called – In to work when on call will be paid three hours at their current hourly rate of pay (in addition to the rates in 13.3 or 13.4).

13.6 Employees rostered On Call are entitled to use the company vehicle to and from work at Bonnie Women's Refuge Ltd. cost and, in line with Bonnie Women's Refuge Policy & Procedures regarding use of company vehicle.

14. PUBLIC HOLIDAYS

14.1 Employees shall be entitled to all public holidays without loss of pay

14.2 When a public holidays falls on a Employees annual leave the Employee shall be granted one extra day of leave

14.3 The Employee shall be entitled to one significant cultural (national) day of their choice per annum without lost of pay.

14.4 No Employee will be expected to work on Christmas Day, with the exception of the rostered on-call Employee

15. ANNUAL LEAVE

15.1 After twelve months consecutive service, all permanent staff are entitled to five (5) weeks of paid annual leave with the 17.5% Annual Leave Loading on their gross salary.

15.2 The pay for the period of holiday (as per 7.1 above) will be available at least one week prior to approved leave at the Employee's request. Otherwise annual leave entitlements will be paid on the last payday prior to commencing leave

15.3 All annual leave must be taken within twelve months of that leave becoming due

15.4 Annual leave will be granted to only one applicant during the holiday period December 1 to January 31 each year

15.5 Where there are competing applications for leave during the December – January period, leave will be granted to the applicant who is next in line for leave, and opportunities for leave will be fairly distributed to ensure all staff have access to leave during this period

16. SICK LEAVE

16.1 In accordance with the Social and Community Services Employees (State)Award, 2001.

17. STRESS LEAVE

17.1 The Employee shall be entitled to two (2) weeks paid stress leave each twelve (12) month period of continuous employment – in accordance with the Stress Leave Policy & Procedure – Schedule 1 of this Agreement.

17.2 Stress Leave cannot be accumulated or taken with any other leave entitlement with the exception of sick leave

17.3 Stress Leave does not accrue beyond each twelve month period

17.4 Unused stress leave will not be paid out on termination or resignation of employment.

18. TRAVEL ALLOWANCE

18.1 If required by the employer and agreed to by the employee, the employee may use their own vehicle in the performance of her duties are entitled to a mileage reimbursement payment equivalent to the current Australian Taxation Office rates

- 18.2 Employees required to travel by other means in the course of their duties other than to and from their usual place of employment, shall be reimbursed for all reasonable traveling expenses
- 18.3 Request for reimbursement shall be in writing detail expenditure and purpose

19. CAR INSURANCE

- 19.1 In the event of an accident and subsequent damage occurring to an Employee's car in the course of performing her duties, The Employer will compensate the Employee to maximum amount of \$550.00 excess payable by the Employee.
- 19.2 Request for compensation to be submitted fortnightly.
- 19.3 Prior to the employee using their vehicle for business purposes, the car must have Comprehensive Insurance and a current certificate must be provided to the employer.

20. PARENTAL AND MATERNITY LEAVE

The provisions of the NSW Industrial Relations Act 1996 apply with the following exceptions:

- 20.1 Employees who have had twelve months continuous service shall be entitled to four (4) weeks paid & forty eight (48) weeks unpaid maternity leave
- 20.2 Employees are required to provide a medical certificate from a qualified medical practitioner not less than four weeks prior to the date when maternity leave is required. In addition, the Employee is required to advise in writing to the Management Committee their intention to take maternity leave and commencement date of leave
- 20.3 Entitlements to annual leave, stress leave and superannuation will not be accrued during the unpaid leave period
- 20.4 Long Service Leave will be accrued during the unpaid leave period
- 20.5 Parental leave will not break continuity of employment
- 20.6 The employee shall advise the Management Committee in writing, of her intention to return to work no less than six weeks prior to the expiration of the notice required by this sub clause
- 20.7 The employee shall be entitled to return to work to the position occupied prior to the taking of maternity leave
- 20.8 Replacement Employee – employees specifically replacing an Employee taking maternity leave shall be informed of the temporary nature of their employment.

21. LONG SERVICE LEAVE

The provisions of the NSW Long Service Leave Act apply, with the following exceptions:

- 21.1 An employee shall be entitled to paid long service leave after five years of continuous employment
- 21.2 The entitlement is (pro rata), i.e. thirteen weeks leave for fifteen years service

22. EDUCATIONAL AND STUDY LEAVE

- 22.1 A full-time employee shall be entitled to up to 4 hours per week of paid leave over the academic year to attend courses approved by the employer.
- 22.2 This leave may be accumulated throughout the year and taken prior to examinations or student placements and/or presentations throughout the academic year, provided the maximum to be taken at any time is no more than one week for full-time staff.
- 22.3 Staff members seeking study/educational leave are required to formally apply to the Management Committee at the meeting held 6 weeks prior to the commencement of each semester
- 22.4 Decisions made by the Management Committee will take into consideration staff workload implications
- 22.5 This clause applies to part-time employees on a pro-rata basis.

23. CONFERENCE AND TRAINING LEAVE

- 23.1 All permanent staff will be able to attend relevant state conference twice each year
- 23.2 The organization shall pay all registration, travel and accommodation costs

- 23.3 A daily meal allowance will be paid to each employee in accordance with current Bonnie Women's Refuge Policies. These currently are: Breakfast \$ 15.00, Lunch \$18.00, Dinner \$ 25.00
These amounts will be reviewed yearly in accordance with Bonnie Women's Refuges Policies & Procedures
- 23.4 Where attendance at conference or training requires the employee to stay overnight, they will be paid an amount equal to the Sleep over allowance for each night
- 23.5 Employees will have choice of single or shared rooms

24. SUPERANNUATION

- 24.1 The Employer shall make Superannuation contributions on behalf of all employees in accordance the Superannuation Guarantee Act (1992) legislation and the awards (for all full-time, part-time or casual staff).
- 24.2 All new employees will be encouraged to become a member of HESTA as it is the preferred industry relevant fund
- 24.3 Superannuation payments will be made on behalf of the employee to their fund at the times specified by the terms of the fund
- 24.4 Any employee wishing to make additional Superannuation contributions to their fund shall have such deductions as requested taken from their salary and remitted monthly to their Fund.

25. REDUNDANCY

- 25.1 Redundancy shall be as per the Social and Community Services Employees (State) Award 2001, except that this clause applies to all employees even if the service employs fewer than 15 employees.
- 25.2 (a) Where the employer has made a definite decision to make one or more positions redundant and that decision may lead to termination of employment, the employer shall hold discussion with the employee/s directly affected and with the Australian Services Union (or other relevant union).
- (b) For the purpose of the discussion the employer shall, as soon as practicable provide in writing to the employee/s concerned and the Union all relevant information about the proposed terminations including the reasons for the proposed termination, the number and categories of employees likely to be affected, the number of workers normally employed, and the period over which the terminations are likely to be carried out, provided that the employer shall not be obliged to disclose confidential information, the disclosure of which would be adverse to the employer's interest.

26. TERMINATION OF EMPLOYMENT

- 26.1 Termination of employment by the Employer shall not be unfair, unjust or unreasonable
- 26.2 Without limiting the above sub clause, except where there is a distinction, exclusion or preference exists, termination that is based on the grounds of race, colour, sex, marital status, family responsibilities, pregnancy, religion, political affiliation, disability, sexual preference, national or social origin shall constitute unfair, unjust or unreasonable grounds for termination
- 26.3 An employee shall not be dismissed unless the Employer has correctly observed the disciplinary procedure.
Disciplinary procedures will be in accordance with the Counselling and Disciplinary Policy – Schedule 2 of this Agreement
- 26.4 Nothing in this clause shall affect the employer's right to dismiss any employee without notice for misconduct that justifies instant dismissal
- 26.5 Upon termination of employment for any reason, the employer must provide the former employee with a Certificate of service that must include:
- Employee's Name
 - Period of employment (from date of commencement of date of termination)
 - Position title
 - Nature of work
 - Signed and dated by a member of the Management Committee
 - Seal of employer to be used where applicable

The notice of termination given by the Employer shall be as per the Social and Community Services Employees (State) Award 2001.

- 26.7 Notwithstanding the above clauses, either party shall have the right to take a dispute to the NSW Industrial Relations Commission, Anti-Discrimination Board or any other relevant court or tribunal. The employee may have representation by the Australian Services Union at any stage of the process.
- 26.8 An employee has the right to inspect her personal file kept by the employer at a time mutually convenient

27. GRIEVANCE PROCEDURES

Definition: A grievance is any aspect of employment that the employee feels is unjust or unfair, or thinks should be brought to the attention of management.

- 27.1 It is the Employer’s intention to provide an effective and acceptable means for employees to bring problems and complaints concerning their work and their well being at work to the attention of management. For this reason, the following grievance procedure has been developed:
- 27.2 Employees have the right for a grievance to be heard by management. Employees should also be assured that, when they raise a grievance, it in no way affects their employment opportunity with The Employer. The goal of the grievance procedure is to provide a prompt, friendly and mutually satisfactory resolution of differences between management and employees.
- 27.3 Employees are encouraged to deal with the grievance within the workplace, but should the employee feel this is not appropriate, they should contact the Management Committee
- 27.4 However, where appropriate, employees must:
 - a. In the first instance, any grievance should be notified in writing to the employee’s immediate supervisor, preferably within five working days of the occurrence
 - b. The supervisor shall give the staff member an opportunity to discuss the matter fully and endeavor to provide a response within three working days or as soon as practicable
 - c. If the grievance cannot be settled satisfactorily with the supervisor, the employee should detail their grievance in writing to the committee member responsible for staff liaison. The Staff Liaison officer shall make arrangement to meet with the employee within five working days
 - d. If a satisfactory conclusion is still not reached, the written grievance should be submitted to the Management Committee. The Management Committee shall make arrangements to meet with the employee within ten working days
- 27.5 The object of the procedure is to obtain a complete understanding of the problem and reach a settlement at the lowest level possible.
- 27.6 While the procedure in this Clause is being followed, the normal work must continue at all times
- 27.7 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 NSW Industrial Relations Commission. The parties will then attempt to reach settlement at the conciliation stage of the compulsory conference, so called.

28. ANTI DISCRIMINATION

Clause 52 of the Social and Community Services Employees (State) Award 2001 applies with the following exceptions:

Bonnie women’s Refuge is an equal employment opportunity employer. This means the Management Committee will ensure that every job applicant and employee is treated fairly and equally in relation to marital statues, pregnancy, race, age disability or homosexuality. However, the employment of women only is permitted under Section 31(2) in the NSW Anti-Discrimination Act 1977.

..... DATE

President

BONNIE WOMEN'S REFUGE

..... DATE.....
Executive President

AUSTRALIAN SERVICES UNION OF NSW