

**REGISTER OF
ENTERPRISE AGREEMENTS**

ENTERPRISE AGREEMENT NO: EA01/297

TITLE: Liverpool Women's Health Centre Inc Enterprise Agreement 2001

I.R.C. NO: 2001/6068

DATE APPROVED/COMMENCEMENT: 21 September 2001

TERM: 12 months

**NEW AGREEMENT OR
VARIATION:** New

GAZETTAL REFERENCE: 9 November 2001

DATE TERMINATED:

NUMBER OF PAGES: 8

COVERAGE/DESCRIPTION OF

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

PARTIES: Liverpool Women's Health Centre Inc -&- Australian Services Union of N.S.W.

ENTERPRISE AGREEMENT

1. TITLE

This Agreement shall be known as *the Liverpool Women's Health Centre Inc. Enterprise Agreement 2001*

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.	Trade Union

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 Liverpool Women's Health Centre Inc.(the employer) of 26 Bathurst Street, Liverpool and the Australian Services Union of NSW (the Union).

4. THE ENTERPRISE

The enterprise for which this Agreement is made is Liverpool Women's Health Centre Inc..

5. INTENTION

5.1 This agreement shall apply to all permanent staff covered by the *Social and Community Services Employees (State) Award*.

6. DURESS

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

7. INCIDENCE

7.1 Liverpool Women's Health Centre 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.

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 Liverpool Women's Health Centre 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 Employer and a full-time or part-time employee who has completed their probationary period and is employed under the *Social and Community Services Employees (State) Award*, the Employer 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 an employee 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 Employer shall ensure that the structure of any package complies with taxation and other relevant laws;
- (ii) the Employer shall confirm in writing to employees covered by the *Social and Community Services Employees (State) Award* the classification level under Clause 2 of the Award, and the current salary payable in accordance with the Employer's pay structure outlined in Appendix A of this Agreement.
- (iii) the Employer shall advise the employee, in writing of their right to choose payment of that salary referred to in paragraph (ii) above instead of a remuneration package;
- (iv) the Employer shall advise all employees, 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 employee may package a maximum of thirty percent (30%) of the applicable salary described in subclause (ii) above, to a non salary fringe benefit;
- (vi) the employee may have their non-salary fringe benefits paid to a maximum of 2 bona fide third parties
- (vii) the remainder of the employee's salary will be paid as cash salary on a fortnightly basis by the centre
- (viii) the Employer will inform the employee, in writing, of the breakdown of their remuneration packaging arrangements. For this purpose, where such details are maintained electronically, the employee shall be provided with a printout of the relevant information;
- (ix) the employee shall advise the Employer, in writing, that their agreed cash component is adequate for his/her living expenses;
- (x) a copy of the Agreement shall be made available to the employee;
- (xi) the configuration of the remuneration package will be fixed and may only be changed on a six-monthly basis;

- (xii) the Employer must ensure that no employee accrues any benefit beyond 30 June in any financial year, and that all benefits to which an employee is entitled to under these arrangements are paid prior to 30 June in a financial year;
- (xiii) in the event that the employer ceases to attract exemption from payment of Fringe Benefits Tax, all salary packaging arrangements shall be terminated and individual employees wages will revert to those specified in the Centre's pay structure.
- (xiv) where changes are proposed to salary packaging arrangements, or salary packaging arrangements are to be cancelled, the employee must give one month's notice and the employer must give one month's notice except in the situation described in subclause (xiii) where salary packaging will cease immediately.
- (xv) in the event that the employee ceases to be employed by the Employer 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 in accordance with the Centre's pay structure (see Appendix A). Any outstanding benefit still due under this agreement upon termination shall be paid on or before the date of termination;
- (xvi) nothing in this clause shall prevent an employee from receiving wage increases due under the Award.
- (xvii) the calculation of the entitlements concerning occupational superannuation, annual leave and loading, long service leave and sick leave will be based on the value of the employee's total wage as outlined in Appendix A
- (xviii) Where an employee is in receipt of payments in regard to a compensable injury under the relevant Workers Compensation legislation then the payment the employee shall receive shall be calculated based upon the value of the employee's total wage as outlined in Appendix A.
- (xix) the employee must obtain financial advice from an accredited Remuneration Consultant or an accountant about the structure of their proposed salary package before they can participate in salary packaging.
- (xx) in the event that a new award is introduced during the life of this agreement then an employee will not be disadvantaged by this agreement and will be entitled to the appropriate higher rate of pay.

11. 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.

- 11.1** It is Liverpool Women's Health Centre Inc. 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 any dispute or grievance by an employee shall be dealt with in the following manner:
- 11.3** The employee shall notify the chairperson, or if she is unavailable, the Secretary, of the need for a grievance meeting. Alternatively, should this step present a difficult for the employee or by the nature of the grievance be inappropriate, the employee may notify a representative of the Union who, if they consider that there is some substance in the dispute or claim, may forthwith take the matter up with the employer and a meeting shall be arranged.
- 11.4** The Management Committee may decide to appoint a sub-committee of no less than three persons to adjudicate on the grievance and report its recommendations and/or the outcome of the meeting to the full Management Committee.
- 11.5** The grievance meeting shall take place within seven working days of notification to the employer of a dispute or grievance.
- 11.6** The employee who requested the meeting shall document the grounds for her grievance and upon being notified of the date set down for the meeting shall immediately circulate that document to all members of the grievance committee and to any other employee/s who is a party to the grievance.
- 11.7** Any party to a grievance procedure shall be entitled to have a union representative and other appropriate support person present at the grievance meeting.
- 11.8** The grievance committee shall evaluate the information presented and make a decision to:
- i) dismiss the complaint
 - ii) propose further resolution meeting which could involve an external independent mediator;
 - iii) uphold the complaint
 - iv) consider disciplinary action

11.9 The number of people involved in the grievance procedure shall be kept to a minimum and confidentiality must be maintained. A record of the outcome of any meetings will be kept in a confidential file. An appeal against the decision of the grievance committee may be made to the full Management Committee.

11.10 Whilst the above grievance procedure is being followed, work shall continue normally where it is agreed there is an existing practice, but in other cases work shall continue on the instruction of the employer. No party shall be prejudiced as to the final settlement by the continuation of work in accordance with this Clause.

12. TRADE UNION

12.1 All employees shall be encouraged to be financial members of the Australian Service Union of NSW except if they are obliged, for professional reasons, to be a member of another accredited industrial union.

12.2 ASU members are entitled to elect a union representative, who will be given reasonable time during working hours to carry out the functions of a union representative.

12.3 An employee nominated by their union shall be entitled to four days paid leave per annum on a pro rata basis to attend trade union training courses. An employee shall give two weeks notice of attendance at such courses.

APPENDIX A**PAY STRUCTURE AT 25 JULY 2001**

Administrative Staff	16.20/hr
	16.82/hr
	17.50/hr
	18.17/hr
Service Staff	18.41/hr
	19.08/hr
	19.76/hr
Team Leaders	21.11/ hr
Centre Coordinator	23.50/ hr

SIGNATORIES TO THE AGREEMENT

Signed for and on behalf of Liverpool Women's Health Centre Inc..

To Perry 21st August 2001
CHAIRPERSON Date

Broadhead 21/8/2001
Witness Date

Signed for and on behalf of the Australian Services Union of NSW

Luke Foley 11/9/01
Luke Foley Date
Secretary

J To 11/9/01
Witness Date