

**REGISTER OF  
ENTERPRISE AGREEMENTS**

**ENTERPRISE AGREEMENT NO:** EA02/105

**TITLE:** Kulkuna Cottage Womens Refuge Ltd 2001

**I.R.C. NO:** 2002/149

**DATE APPROVED/COMMENCEMENT:** 7 February 2002

**TERM:** 7 February 2003

**NEW AGREEMENT OR  
VARIATION:** New

**GAZETTAL REFERENCE:** 12 April 2002

**DATE TERMINATED:**

**NUMBER OF PAGES:** 7

**COVERAGE/DESCRIPTION OF EMPLOYEES:** Applies to all permanent staff who are covered by the Social and Community Services Employees (State) Award 2001

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



# KULKUNA COTTAGE WOMEN'S REFUGE LTD

## ENTERPRISE AGREEMENT

### 1. TITLE

This Agreement shall be known as the *Kulkuna Cottage Womens Refuge Ltd 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.	Signatories

Registered  
Enterprise Agreement  
Industrial Registrar

### 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 Kulkuna Cottage Womens Refuge Ltd, 96 Kookora St, Griffith, NSW, 2680 on the one part and the Australian Services Union, NSW Services Branch.

### 4. THE ENTERPRISE

The enterprise for which this Agreement is made is Kulkuna Cottage Womens Refuge Ltd.

### 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 2001* subject to Clause 8 of this Agreement.

5.2 These employees are employed at the following location

96 Kookora St,  
Griffith, NSW, 2680,

## 6. DURESS

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

## 7. INCIDENCE

7.1 Kulkuna Cottage Womens Refuge Ltd employees engaged under the *Social and Community Services Employees (State) Award 2001* 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

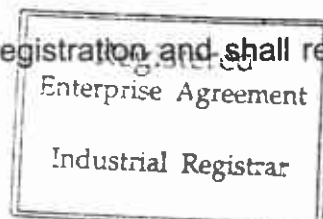
The Agreement shall operate from the date of registration and shall remain in force for a period of one year.

## 10. PAYMENT OF WAGES

10.1 Kulkuna Cottage Womens Refuge Ltd 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

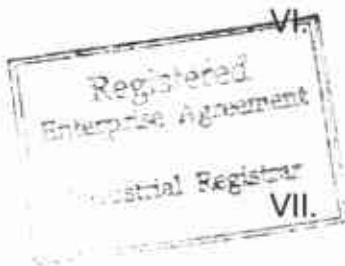
Where agreed between the employer and a permanent employee under the Social and community Services (State) Award 2001, the employer may introduce remuneration packaging in respect of salary as outlined in Clause 10 and Table 1 of the Award.



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 Table 1 of the Social and Community Services Employees (State) Award 2001.

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 their parent Award the classification level under that Award, and the current salary payable as applicable to the employee under that Award
- III. Provide evidence to the employer, that no part of the non-salary payment designated as a fringe benefit, is able to be accessed in order to be used for any purpose other than that specified in this agreement.
- IV. The employer shall advise the employee in writing, of his/her right to choose payment of that salary referred to in paragraph (II) above instead of a remuneration package.
- V. The employer shall advise all employees in writing, that all the conditions of the Social and Community Services Employees - (State) Award 2001, where appropriate, other than identified in this Enterprise Agreement, shall continue to apply.



VI. The employee may package a maximum of \$15,450.00 of the applicable salary described in the sub-clause (b) above for a full-time employee (pro-rata for a part time employee) to a non-salary fringe benefit.

VII. 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 print out of the relevant information.

VIII. The employee shall advise the employer in writing, that their agreed cash component is adequate for his/her living expenses.

IX. A copy of the Agreement shall be made available to the employee

- X. The configuration of the remuneration package shall remain in force for the period agreed between the employee and the employer.
- XI. The employer must ensure that no employee accrues any benefit beyond 30<sup>th</sup> June in any financial year.
- XII. In the event that the employer ceases to attract exemption from payment of Fringe Benefits Tax, all salary-packaging arrangements shall be terminated. Notice shall be given in accordance with sub-clause (XIII) below. Individual employee's wages will revert to those specified in the applicable wages clause of the parent award.
- XIII. 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.
- XIV. In the event that the employee ceases to be employed by the employer of this agreement, the agreement shall cease to apply as at the date of termination, and all entitlements due on termination shall be paid at the applicable salary rates. Any outstanding benefit still due under this agreement upon termination shall be paid on or before the date of termination.
- XV. The calculation of the entitlements concerning occupational superannuation and annual leave loading will be based upon the value of the employee's total wage as outlined in the parent Award.
- XVI. 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 employee's total wage as outlined in the wages clause of the parent award for their classification.
- XVII. Any wage increases that are granted to employees under the Award shall also apply to employees subject to remuneration packaging arrangements within this clause.
- XVIII. The employee may consult with a representative of the Australian Services Union before signing a remuneration package agreement as described in this clause.
- XIX. Where an employee is in receipt of payments in regard to a compensable injury under the relevant Workers Compensation legislation, a reference to the workers ordinary wage shall be calculated based upon the value of the employees total wage

as outlined in the wages clause of the parent award for their classification.

## **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 Kulkuna Cottage Womens Refuge Ltd 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:

**11.2** 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 Kulkuna Cottage Womens Refuge Ltd. The goal of the grievance procedure is not to eliminate grievances but to provide a prompt, friendly and mutually satisfactory resolution of differences between management and employees.

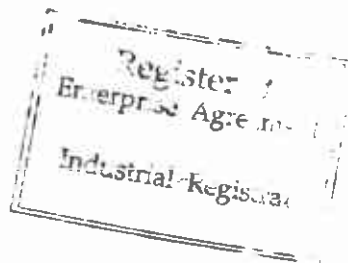
**11.3** It is hoped that employees can deal with any grievance initially within the workplace, but should the employee feel this is not appropriate, they should contact the Management Committee.

**11.4** However, where appropriate, employees are encouraged to:

- a) In the first instance, any grievance should be taken up with the employees' immediate supervisor, preferably within the five working days of its occurrence.
- b) The supervisor 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 supervisor, the employee 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 employee within
- 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.

**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 Kulkuna Cottage Womens Refuge Ltd.

*B. Walsh* ..... 27/12/01  
DIRECTOR Date

*Rebecca* ..... 27/12/01  
Witness Date

Signed for and on behalf of the Australian Services Union

*Luke Foley* ..... 14/12/01  
Luke Foley Date  
~~Branch~~ Secretary

*Dawn Lott* ..... 14/12/01  
Witness Date

Register of  
Enterprise Agreements  
Industrial Registrar