

**REGISTER OF  
ENTERPRISE AGREEMENTS**

**ENTERPRISE AGREEMENT NO: EA01/139**

**TITLE:** Penrith Women's Health Centre Enterprise Agreement

**I.R.C. NO:** 2000/3914

**DATE APPROVED/COMMENCEMENT:** 21 August 2000

**TERM:** 12 months

**NEW AGREEMENT OR  
VARIATION:** New

**GAZETTAL REFERENCE:** 18 May 2001

**DATE TERMINATED:**

**NUMBER OF PAGES:** 6

**COVERAGE/DESCRIPTION OF**

**EMPLOYEES:** Applies to all employees engaged under the Social and Community Services (State) Award and those employees employed as part of the Penrith-Mt Drutt Court Assistance Scheme

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



# **Penrith Women's Health Centre Inc. Enterprise Agreement 2000.**

## **1.0 Title**

The title of this agreement is the Penrith Women's Health Centre Enterprise Agreement.

## **2.0 Index**

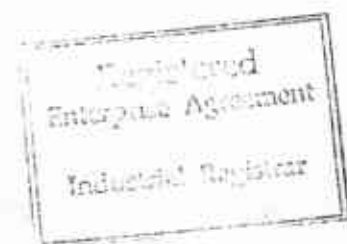
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## **3.0 Parties to the Agreement**

The enterprise agreement is made in accordance with:

- (a) the provision of section 32-47 of the Industrial Relations Act 1996; and,
- (b) the Principles for approving enterprise agreements as provided by section 33(1) of the Act.

The parties to this enterprise agreement are Penrith Women's Health Centre Inc and the Australian Services Union of NSW. This agreement shall apply to all employees of the Penrith Women's Health Centre who are paid under the Social and Community Services Award (NSW) of the Penrith Women's Health Centre. Staff that are employed as part of the Penrith-Mt Drutt Court Assistance Scheme are also included in this agreement.



#### 4.0 Date of Operation

This Agreement shall operate from the beginning of the first pay period to commence on or after the date of certification of the Agreement and shall operate for a period of one year.

#### 5.0 Relationship to Parent Award

This agreement will be read and interpreted in conjunction with the Social and Community Services (State) Award. The Agreement will prevail to the extent of any inconsistency between the Award and the Agreement.

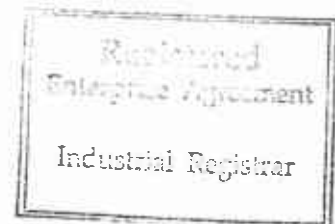
#### 6.0 Engagement of Employees

6.1 Upon engagement, the employer will provide each new employee with a written letter of appointment, which includes:

- a) an outline of the main duties of the position;
- b) the employee's regular hours of work;
- c) the employee's classification and rate of pay pursuant to this agreement;
- d) the nature and detail of engagement in accordance with Sub-clause 9.2 and;
- e) for a fixed term employee, the expected duration of the appointment.
- f) a copy of this Agreement and the Award.

6.2 An employee shall be engaged as one of the following:

- a) full time
- b) part time
- c) casual or
- d) fixed term



6.3 Full time employees are permanent employees who work 35 hours per week.

6.4 Part time employees are permanent employees who work a specified number of hours being less than 35 hours per week. Part time employees receive all the benefits of a full time employee on a pro-rata basis.

6.5 A 'casual employee' shall be defined as:

- 6.5.1 an employee who is employed on an intermittent basis at irregular intervals or
- 6.5.2 employed for positions, which require an employee to be employed on a casual basis of less than thirty (30) hours per week for a period of up to six (6) months. Such an agreement may be extended for a further six months with the agreement of the employer.
- 6.5.3 Casual employees shall be paid an hourly rate of one thirty-fifth of the weekly rate for full time staff, with casual loading outlined in SACS (State) Award.

- 6.5.4 Staff employed on a casual basis prior to the certification of the Agreement who no longer fall within the classification of casual staff as defined in this Agreement may elect to convert to permanent part time or remain employed on a casual basis.
- 6.5.5 A 'casual employee' may elect to convert to permanent part time with the agreement of the employer. Casual employees who elect to convert to permanent part time will no longer receive casual loading but will receive all entitlements of permanent part time employees.
- 6.6 Fixed term employees may be engaged to work either on a full time or part time basis for the completion of a specific task or project.

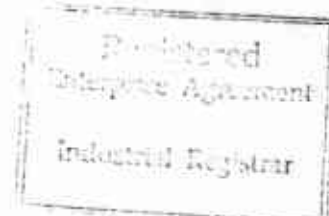
## **7.0 Salary Packaging**

### ***Remuneration Packaging:***

- 7.1 The Centre 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. The Centre will use its Fringe Benefit Tax exempt status when offering remuneration packaging to employees.
- 7.2 Where agreed between the Centre and a full-time or part-time employee under the SACS Award, the Centre may introduce remuneration packaging in respect of salary.
- 7.3 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 (SACS) Employees (State) Award.
- 7.4 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:

### ***Packaging Arrangements:***

- 7.5 The Centre shall ensure that the structure of any package complies with taxation and other relevant laws;
- 7.6 The Employer shall confirm in writing to employees covered by the SACS Award the classification level under Clause 2 of the Award, and the current salary payable to the employee under that Award;
- 7.7 The Centre shall advise the employee in writing of her right not to participate in salary packaging;
- 7.8 The Centre shall advise all employees in writing of the conditions of the SACS Award, where appropriate, other than those identified in this Enterprise Agreement which shall continue to apply;
- 7.9 The employee may elect to package a maximum of thirty per cent (30%) of their salary to a non-salary fringe benefit;
- 7.10 The remainder of the employee's salary will be paid as cash salary on a weekly basis by the Centre;
- 7.11 The Centre will inform employees, 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;
- 7.12 The employee shall advise the Centre, in writing, that their agreed cash component is adequate for his/her living expenses;



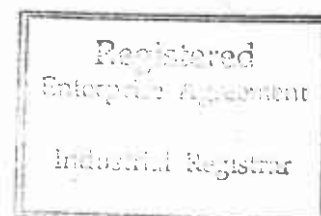
- 7.13 A copy of this Agreement shall be made available to the employee;
- 7.14 The configuration of the remuneration package shall remain in force for the period agreed, confidential between the Centre and the employee;
- 7.15 In the event that the Centre ceases to attract exemption from payment of Fringe Benefits Tax, all salary packaging arrangements shall be terminated. Notice shall be given in accordance with sub-clause (7.16) below. Individual employee's wages will revert to those agreed upon between the employer and employee (being no less than the SACS (State) Award.);
- 7.16 Where changes are proposed to salary packaging arrangements, or salary packaging arrangements are to be cancelled, then the employer must give one month's notice;
- 7.17 The employee may elect at any time to cease salary packaging with two weeks notice;
- 7.18 In the event that the employee ceases to be employed by the Centre, this arrangement will cease to apply as at the date of termination of employment and all entitlements due on termination shall be paid at the employee's applicable salary rate. Any outstanding benefit still due under this agreement upon termination shall be paid on or before the date of termination;
- 7.19 The employee's participation in salary packaging will be at no cost to the employee;
- 7.20 The employee must pay any Fringe Benefits Tax (FBT) or reimburse the Centre the amount of any liability for any tax, charge, duty or other payment payable by the Centre which arises out of or is in anyway connected with this Agreement. This includes any tax, charge, duty or other payment which becomes payable as the result of the amendment, introduction or coming into effect of any legislation. The Centre may deduct this amount from any salary payable to the employee;
- 7.21 The Centre is not liable for taxation or any liabilities, judgements, penalties or outcomes suffered or incurred by the employee resulting from entering into this Agreement;
- 7.22 Towards the end of each financial year an employee may review their salary packaging arrangements for the following year.

### ***Financial Counselling***

- 7.23 A reconciliation of the employee's salary packaging will take place at the end of each financial year. All salary packaging must be fully spent by the end of each financial year.
- 7.24 The employee may obtain financial advice from an accredited financial advisor or accountant about the structure of their salary package prior to participating in salary packaging.
- 7.25 The employee may direct queries about salary packaging and associated issues such as superannuation, workers compensation, taxation and administration to an accredited financial advisor or accountant.

### ***Effects of Salary Packaging on other entitlements:***

- 7.26 The calculation of the entitlements concerning occupational superannuation and annual leave loading will be based on the value of the employee's total wage as outlined in the SACS Award.
- 7.27 The calculation of the entitlements concerning in service paid leave, including annual sick and long service leave will be based upon the value of the employee's total wage as outlined in the SACS Award.



7.28 Any wage increases which are granted to employees under the Award shall also apply to employees subject to remuneration packaging arrangements within this clause.

7.29 Where an employee is in receipt of payments in regard to a compensable injury under the relevant workers compensation legislation, the payment the employee shall receive shall be calculated upon the value of the employee's total wage as outlined in Clause 10 Part B Table 1 of the Social and Community Services (SACS) Employees (State) Award.

## **8.0 Grievance and Dispute Settling Procedure**

### ***8.1 Conflict Resolution Principles***

Penrith Women's Health Centre aims to provide a work environment which is committed to principles of respect, cooperation, open communication and conflict resolution. For the purpose of this Agreement conflict relates to interpersonal conflicts, disputes, grievances or complaints which are work-related and occur in the workplace.

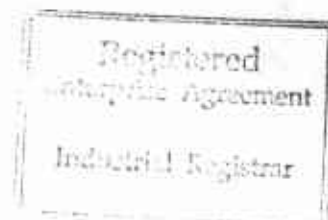
Penrith Women's Health Centre aims to deal with conflicts in the workplace by:

- (i) Attempting to resolve conflicts through negotiation, mediation or other mutually agreed upon solutions.
- (ii) Ensuring that all complaints, grievances and conflicts are treated confidentially and that only those people directly involved in making or investigating the complaint will have access to information about.
- (iii) Ensuring that formal procedures are in place so that grievances, conflicts and complaints are dealt with in a timely manner and that all staff, management and service users are aware of formal procedures and policies.
- (iv) Ensuring that formal procedures are free of bias.
- (v) Where organisational or structural issues are relevant to the conflict, the organisation is committed to identifying and modifying those issues.

### ***8.2 Grievance and Dispute Settling Procedures***

The following procedure is to be followed when grievances arise in the workplace:

- 8.2.1 The person with the grievance should speak directly with the other party in order to resolve the grievance.
- 8.2.2 If this is unsuccessful in resolving the conflict, or where the person with the grievance feels that they can not approach the other party, the person with the grievance should speak to the Coordinator.
- 8.2.3 The Coordinator would then invite both parties to a meeting and mediate the problem. The employee may request the participation of their union from this stage onwards in the procedure.
- 8.2.4 If this does not resolve the matter, the Coordinator will call a meeting of the Staff Sub-committee of the Management Collective. The Staff Sub-committee will be a standing sub-committee of three representatives consisting of two community representative members of the Management Collective and the Coordinator.



- 8.2.4 (a) Where the staff member with the grievance is part of the Penrith Women's Health Centre staff group, the Penrith Women's Health Centre Coordinator will be involved.
- 8.2.4 (b) Where the staff member with the grievance is part of the Penrith-Mt DrUITT Court Assistance Scheme staff group, the Penrith-Mt DrUITT Court Assistance Scheme Coordinator will be involved.
- 8.2.4 (c) Where the grievance involves one of the Coordinators, a third community representative member of the Management Collective will take the place of the Coordinator on the Sub-committee.
- 8.2.5 If the matter is not settled then it may be submitted by either party to the Industrial Relations Commission of NSW to be determined in accordance with the provisions of the NSW Industrial Relations Act 1996.
- 8.2.6 The Staff Sub-committee will work towards resolving the conflict between the parties and establishing an appropriate working agreement between the two parties.
- 8.2.7 In order for grievances, conflicts and complaints to be raised and resolved, grievance handling will be treated independently from the disciplinary process, however, should issues be raised during the grievance handling which consistent with a breach of discipline, further disciplinary action may result.

Name: KATERINA TAHIA Date: 30.6.00

Signed: [Signature]

Position: **Member of the Management Collective**

Name: Stephanie Reper Date: 13.7.00

Signed: [Signature]

Position: **Member of the Management Collective**

Name: Alison Peters Date: 31/7/00

Signed: Alison Peters

Position: Secretary, Australian Services Union  
of NSW

