

**REGISTER OF  
ENTERPRISE AGREEMENTS**

**ENTERPRISE AGREEMENT NO:** EA02/172

**TITLE:** Cessnock Hostel Enterprise Agreement 2001

**I.R.C. NO:** 2002/651

**DATE APPROVED/COMMENCEMENT:** 4 March 2002/15 January 2002

**TERM:** 15 January 2004

**NEW AGREEMENT OR  
VARIATION:** New

**GAZETTAL REFERENCE:** 24 May 2002

**DATE TERMINATED:**

**NUMBER OF PAGES:** 6

**COVERAGE/DESCRIPTION OF**

**EMPLOYEES:** Applies to all permanent staff engaged pursuant to the Social and Community Services Employees (State) Award 2001

**PARTIES:** The Cessnock Hostel Limited -&- the Australian Services Union of N.S.W.

**THE CESSNOCK HOSTEL LIMITED  
ENTERPRISE AGREEMENT**

**1. TITLE**

This Agreement shall be known as the Cessnock Hostel *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.	Split Shifts
13.	Staff Training
14.	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 the Cessnock Hostel Limited, 1 Hutton Street, Cessnock 2325 on the one part and the Australian Services Union, NSW Services Branch on the other.

**4. THE ENTERPRISE**

The enterprise for which this Agreement is made is The Cessnock Hostel Limited (hereinafter "Cessnock Hostel").

**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 by Cessnock Hostel at various locations.

**6. DURESS**

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

**7. INCIDENCE**

7.1 Cessnock Hostel employees engaged under the *Social and Community Services Employees (State) Award 2001* will be covered by this Enterprise Agreement.

7.2 The aforesaid Award shall be known as the parent award with respect to individual employees.

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## 8. RELATIONSHIP TO PARENT AWARDS

Where there is any inconsistency between a provision of the 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~~<sup>Two</sup> years. It shall continue in force from day-to-day thereafter until rescinded, varied or renewed.

## 10. PAYMENT OF WAGES

10.1 Cessnock Hostel 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 full-time or part-time employee under the *Social and Community Services Employees (State) Award 2001*, the Employer may introduce remuneration packaging in respect of salary as outlined in Clause 10 and Table 1 of that Award.

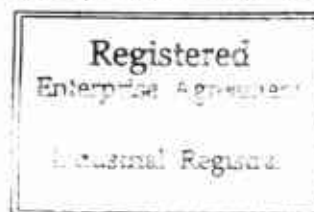
The effect of the introduction of Remuneration Packaging shall be to replace the entitlements of an employee under the provisions of Clause 10 and Table 1 of the *Social and Community Services Employees (State) Award 2001*.

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:

- a) the Employer shall ensure that the structure of any package complies with taxation and other relevant laws.
- b) the Employer shall confirm in writing to employees covered by the *Social and Community Services Employees (State) Award 2001* 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 that Award;
- c) the Employer shall advise the employee, in writing of their right to choose payment of that salary referred to in paragraph (b) above instead of a remuneration package;
- d) 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;
- e) the employee may package a maximum of \$15,450.00 of the applicable salary described in subclause (b) above for a full-time employee (pro-rata for a part-time employee) to a non salary fringe benefit;
- f) 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;

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- g) the employee shall advise the Employer, in writing, that their agreed cash component is adequate for his/her living expenses;
- h) a copy of the Agreement shall be made available to the employee;
- i) the configuration of the remuneration package shall remain in force for the period agreed between the employee and the Employer;
- j) 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;
- k) 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 subclause (l) below. Individual employee's wages will revert to those specified in Clause 10 and Table 1 of the Social and Community Services Employees (State) Award 2001.
- l) 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;
- m) 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 as specified in Clause 10 and Table 1 of the Social and Community Services Employees (State) Award 2001 where appropriate. Any outstanding benefit still due under this Agreement upon termination shall be paid on or before the date of termination;
- n) 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 Clause 10, Table 1 of the Social and Community Services Employees (State) Award 2001 where appropriate;
- o) 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 Clause 10 and Table 1 of the Social and Community Services Employees (State) Award 2001 where appropriate;
- p) any wage increases which are granted to employees under the Award shall also apply to employees subject to remuneration packaging arrangements within this clause;
- q) the employee may consult with a representative of the Australian Services Union before signing a remuneration package agreement as described in this clause;
- r) Where an employee is entitled to receive payments in regard to a compensable injury under Workers' Compensation legislation, a reference to the worker's ordinary wage shall be calculated based upon the value of the employee's total wage as outlined in Clause 10 and Table 1 of the Social and Community Services (State) Award 2001 where appropriate.



## 11. GRIEVANCE PROCEDURES

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

- 11.1 Cessnock Hostel undertakes to provide an effective and acceptable means for employees to bring concerns 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 the status of their employment with Cessnock Hostel. The aim of the grievance procedure is not to eliminate grievances as such but to provide a prompt, friendly and mutually satisfactory resolution of differences between management and employees.
- 11.3 The grievance resolution process, which is detailed in the *Social and Community Services Employees (State) Award 2001* will apply for the purpose of this agreement.

## 12. INTRODUCTION OF SPLIT SHIFTS

The parties, subject to consultation and agreement with affected employees, agree to the introduction of split shifts on the following basis:

- a) The spread of hours between shift portions does not exceed 10 hours.
- b) The minimum shift portion will be not less than two hours.

## 13. STAFF TRAINING

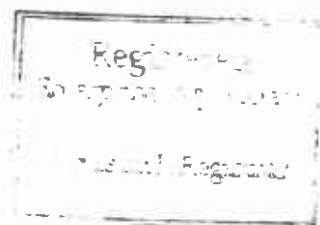
The employer will consult regularly with all employees regarding staff training and development plans for the workplace.

An employee may, with the prior approval of the employer, attend conferences, training courses and seminars relevant to his or her work, during normal working hours without loss of pay.

An employee is entitled to four hours per week study leave without loss of pay to attend personal studies relevant to his or her work, where the course of study is approved by the employer in advance. Study leave may be accumulated within each year for the purpose of preparation for examinations in courses of study approved by the employer.

An employee is also entitled, subject to prior employer approval, to leave without loss of pay to attend examinations (including time reasonably taken to travel to and from the place where an examination is conducted) in courses of study approved by the employer.

Approval of study leave will be subject to the employer's convenience and will not unreasonably affect the operation of the workplace, but will not be unreasonably withheld.



14. SIGNATORIES TO THE AGREEMENT

Signed for and on behalf of Cessnock Hostel Limited

*[Signature]* ..... 15/1/2002  
Date

*McKend* ..... 15/1/2002  
Witness Date

Signed for and on behalf of the Australian Services Union

*[Signature]* ..... 6/2/02  
Date  
Luke Foley, Branch Secretary

*[Signature] J.P.* ..... 6/2/02  
Date  
Witness

