

**REGISTER OF  
ENTERPRISE AGREEMENTS**

**ENTERPRISE AGREEMENT NO: EA00/100**

**TITLE: Tanderra Women's and Children's Refuge Ltd Enterprise Agreement**

**I.R.C. NO:** 2000/477

**DATE APPROVED/COMMENCEMENT:** 29 February 2000

**TERM:** 1 March 2001

**NEW AGREEMENT OR  
VARIATION:** New

**GAZETTAL REFERENCE:**

**DATE TERMINATED:**

**NUMBER OF PAGES:** 7

**COVERAGE/DESCRIPTION OF**

**EMPLOYEES:** Applies to all permanent staff located at Woodrising NSW 2284 who are employed pursuant to the Social and Community Services Employees (State) Award

**PARTIES:** Australian Services Union of N.S.W. -&- Tanderra Women's and Children's Refuge Ltd

**TANDERRA WOMEN'S AND CHILDREN'S REFUGE LTD**

**ENTERPRISE AGREEMENT**

**FILED**

**10 FEB 2000**

**OFFICE OF THE INDUSTRIAL  
REGISTRAR**

**1. TITLE**

This Agreement shall be known as the *Tanderra Women's and Children's Refuge Ltd Enterprise Agreement*.

**2. ARRANGEMENT**

<b>Clause No.</b>	<b>Subject Matter</b>
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.	Conditions
11.	Payment of Wages
12.	General Savings
13.	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 Tanderra Women's and Children's Refuge Ltd, Cnr Haydenbrook Road and Denman Way, Woodrising NSW 2284 on the one part and the Australian Services Union of NSW.

**4. THE ENTERPRISE**

The enterprise for which this Agreement is made is Tanderra Women's and Children's Refuge Ltd.

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**5. INTENTION**

## 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* subject to Clause 8 of this Agreement.

5.2 These employees are employed at the following location

Cnr Haydenbrook Road and Denman Way  
WOODRISING NSW 2284

## 6. DURESS

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

## 7. INCIDENCE

7.1 Tanderra Women's and Children's Refuge Ltd 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 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. CONDITIONS

### 10.1 Superannuation

10.1.1 The "Superannuation Fund" shall mean the nominated fund the employee's choice.



10.1.2 The employer shall contribute 7% of employees weekly earnings to the nominated superannuation fund.

**10.2 Overtime/Time in Lieu**

10.2.1 Employees who undertake authorised work/training outside of their regular hours can take time off at time and one half within their regular hours.

**10.3 Annual Leave**

10.3.1 Full time and part time employees shall be entitled to take accumulated annual leave after 3 months of continuous service.

**10.4 Sick Pay/Leave**

10.4.1 The employer may dispense with the requirements of a medical certificate where, in the employer's opinion, circumstances are such not to warrant such requirement.

10.4.2 If the full period of sick leave as described above is not taken in any year, such portion not taken shall be cumulative.

**10.5 Rates of Pay and Benefits**

**10.5.1 Regular Wage**

The regular wage is set at 70% of the relevant category of the *Social and Community Services Employees (State) Award*. In addition the regular wage will include \$1.23 per day for First Aid.

**10.5.2 Fringe Benefit Payments**

In addition to their regular wage, employees will receive fringe benefits payments of an amount equivalent to 30% of the equivalent level of the *Social and Community Services Employees (State) Award*.

**11.00 Remuneration Packaging**

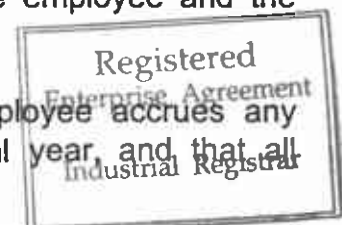
- (a) Where agreed between the Employer and a full-time or part-time employee under the *Social and Community Services Employees (State) Award*, the Employer may introduce remuneration packaging in respect of salary as outlined in Clause 10 and Table 1 Part B of that Award.

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*.

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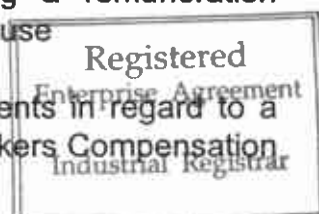
The terms and conditions of such a package shall not, when viewed objectively, be less favourable than the entitlements otherwise available under the Award and shall be subject to the following provisions:

- (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 as applicable to the employee under Clause 10 and Table 1 of Part B of that Award;
- (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 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;
- (vii) the employee shall advise the Employer, in writing, that their agreed cash component is adequate for his/her living expenses;
- (viii) a copy of the Agreement shall be made available to the employee;
- (ix) the configuration of the remuneration package shall remain in force for the period agreed between the employee and the Employer;
- (x) 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;

- (xi) 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 (xii) below. Individual employee's wages will revert to those specified in Clause 10, Table 1 of Part B of the *Social and Community Services Employees (State) Award*;
- (xii) 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.
- (xiii) 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, Table 1 of Part B of the *Social and Community Services Employees (State) Award*, where appropriate. Any outstanding benefit still due under this agreement upon termination shall be paid on or before the date of termination;
- (xiv) 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, Part 1 Table B of the SACS Award the *Social and Community Services Employees (State) Award*;
- (xv) 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 Clause 10 and Part B Table 1 of the *Social and Community Services Employees (State) Award*,
- (xvi) any wage increases which are granted to employees under the Award shall also apply to employees subject to remuneration packaging arrangements within this clause;
- (xvii) the employee may consult with a representative of the Australian Services Union before signing a remuneration package agreement as described in this clause
- (xviii) Where an employee is in receipt of payments in regard to a compensable injury under the relevant Workers Compensation



legislation then the employee shall receive shall be calculated based upon the value of the employee's total wage as outlined in Clause 10 Part B Table 1 of the *Social and Community Services Employees (State) Award*.

**12. GENERAL SAVINGS**

Nothing in this Enterprise Agreement shall be deemed or construed to cause a net reduction in remuneration or working conditions from those set out in the *Social and Community Services Employees (State) Award* and any previous signed agreement.

**13. SIGNATORIES TO THE AGREEMENT**

Signed for and on behalf of Tanderra Women's and Children's Refuge Ltd.

J. Nicoll ..... 21/12/99 .....  
Date

K. Richards ..... 21/12/99 .....  
Witness Date

Signed for and on behalf of the Australian Services Union

Alison Peters ..... 15/12/99 .....  
Alison Peters Date  
Branch Secretary

Dawn Kelly ..... 15.12.99 .....  
Witness Date

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TANDERRA REFUGE - Average wages based on the 8 week period 12.11.99 - 19.12.99

C DOWSON		N MCNAUGHTON		J NICHOL		K RICHARDS			
DATE	GROSS	DATE	GROSS	DATE	GROSS	DATE	GROSS		
12.11.99	1679.04	12.11.99	1529.87	12.11.99	1951.05	12.11.99	1594.54		
26.11.99	1799.74	26.11.99	1405.49	26.11.99	1888.40	26.11.99	1971.64		
10.12.99	1486.78	10.12.99	1561.25	10.12.99	2253.96	10.12.99	1723.18		
YTD	4945.58	YTD	4496.61	YTD	6093.41	YTD	5289.36		
B SEARL		A SHINDLAIR		C ZUIDERWYK					
DATE	GROSS	DATE	GROSS	DATE	GROSS				
12.11.99	1589.20	12.11.99	166.48	12.11.99	900.91				
26.11.99	1633.64	26.11.99	499.44	26.11.99	900.91				
10.12.99	1928.78	10.12.99	166.48	10.12.99	900.91				
YTD	5151.60	YTD	832.40	YTD	2702.73				
Name	Gross	Tax	Net	Fringe Benefits At 30%	New Gross	Less New Tax	New Net Benefit	New Net With benefit	New Increase
G DOWSON	874.26	338.40	585.88	247.28	578.98	131.98	445.00	692.28	308.42
N MCNAUGHTON	749.44	195.44	554.00	224.83	524.60	112.60	412.00	636.84	82.84
J NICHOL	1015.57	315.57	700.00	304.67	710.90	178.90	532.00	636.67	136.67
K RICHARDS	881.58	253.56	628.00	284.47	617.09	148.09	471.00	735.47	107.47
B SEARL	858.60	243.60	615.00	257.58	601.02	140.02	461.00	718.58	103.58
A SHINDLAIR	138.73	34.73	104.00	41.62	97.11	21.11	76.00	117.62	13.62
C ZUIDERWYK	450.46	66.46	364.00	135.14	315.32	49.32	268.00	601.14	37.14

McNaughton  
Nichol  
Richards  
Searl  
Shindlair  
Zuideryk  
Management  
Registrar