

**REGISTER OF
ENTERPRISE AGREEMENTS**

ENTERPRISE AGREEMENT NO: EA00/223

TITLE: NSW Rape Crisis Centre Enterprise Agreement

I.R.C. NO: 00/2160

DATE APPROVED/COMMENCEMENT: Approved 5 June 2000 commenced on or after 5 June 2000.

TERM: 12 months

**NEW AGREEMENT OR
VARIATION:** New

GAZETTAL REFERENCE:

DATE TERMINATED:

NUMBER OF PAGES: 3

COVERAGE/DESCRIPTION OF

EMPLOYEES: Applies to all permanent staff employed by the Centre

PARTIES: Australian Services Union of N.S.W. -&- NSW Rape Crisis Centre Inc



NSW RAPE CRISIS CENTRE INC Enterprise Agreement

1. Title and Arrangement

This agreement shall be known as the *NSW Rape Crisis Centre Enterprise Agreement* and shall be arranged as follows:

Clause No.	Subject Matter
1	Title and Arrangement
2	Parties to the Agreement
3	Scope of the Agreement
4	Date of Operation
5	Relationship to Parent Award
6	Salary Packaging
7	Dispute Avoidance and Grievance Procedure
8	Duress

2. Parties to the Agreement

This agreement is made between the NSW Rape Crisis Centre Inc ("Centre") and the Australian Services Union of NSW ("ASU"), the latter being a registered industrial organisation of employees.

3. Scope of the Agreement

This agreement shall apply to all permanent staff employed by the Centre on or after the date of registration of the agreement.

4. Date of Operation

This agreement shall operate from the date of certification of this agreement and shall operate for a period of one year.

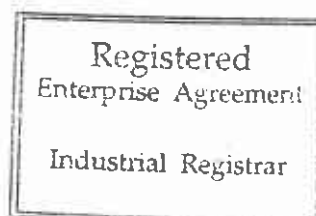
5. Relationship to Parent Award

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. Salary Packaging

Remuneration Packaging

- 6.1 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.
- 6.2 Where agreed between the Centre and a permanent employee under the SACS Award, the Centre may introduce remuneration packaging in respect of salary.
- 6.3 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.
- 6.4 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

- 6.5 the Centre shall ensure that the structure of any package complies with taxation and other relevant laws;
- 6.6 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;
- 6.7 the Centre shall advise the employee, in writing of her right not to participate in salary packaging;
- 6.8 the Centre shall advise all employees, in writing, that all the conditions of the SACS Award where appropriate, other than identified in this Enterprise Agreement shall continue to apply;
- 6.9 the employee may elect to include up to two (2) of the packages items shown in their Salary Packaging Information form. As fortnightly pays vary according to shift work and associated penalties one of these package items needs to be a fixed amount and the other a variable amount. Employees may package thirty percent (30%) of the salary to non salary fringe benefits;
- 6.10 the remainder of the employee's salary will be paid as a cash salary on a fortnightly basis by the Centre;
- 6.11 the Centre 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.
- 6.12 The employee shall advise the Centre, in writing, that their agreed cash component is adequate for her living expenses;
- 6.13 A copy of the agreement shall be made available to the employee;
- 6.14 The configuration of the remuneration package shall remain in force for the period agreed, confidential between the Centre and the employee;
- 6.15 in the event that the Centre ceases to attract exemption from payment of Fringe Benefits Tax, all salary packaging arrangements will be terminated. Notice shall be given in accordance with subclause (3.16) below. Individual employee's wages will revert to those specified in the SACS Award at the current above Award rate;
- 6.16 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;
- 6.17 the employee may elect at any time to cease salary packaging with two weeks notice;
- 6.18 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 the SACS Award at the current above Award rate. Any outstanding benefit still due under this agreement upon termination shall be paid on or before the date of termination;
- 6.19 the employee's participation in Salary Packaging will be at no cost to the Centre;
- 6.20 the employee must pay Fringe Benefits Tax (FBT) or reimburse the Centre the amount of liability for any tax, charge, duty or other payment payable by the Centre which arises out of or is in any way connected with this Agreement including 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;
- 6.21 the Centre is not liable for any liabilities, judgements, penalties or outcomes suffered or incurred by the employee resulting from entering into this Agreement;
- 6.22 towards the end of the package year an employee may review their selection of the Centre's benefit items and the amount for the next package year;
- 6.23 all approved benefit items anticipated by the employee for the period of the agreement must be included when a new agreement is negotiated. New approved benefit items cannot be added until the next agreement period;

6.24 salary packages can only be changed at the annual review date. However, in certain circumstances involving either a change in either the employee's employment conditions with the Centre or the employee's personal circumstances, the Centre will be prepared to renegotiate the terms of the employee's salary package agreement. An employee must give a minimum of two weeks notice if they wish to change their Fringe Benefit items. In accepting the Centre's offer of salary packaging the employee understands that changes in their salary packaging agreement can only occur in the circumstances and on the basis described above;

Financial Counselling

- 6.25 a reconciliation of the employee's Salary Packaging will take place at the end of the package year. Any package item not fully spent or reimbursed will be rolled over to the next package year.
- 6.26 The employee must obtain evidence of financial advice from an accredited Remuneration Consultant or their accountant about the structure of their proposed Salary Package before they can participate in Salary Packaging;
- 6.27 The employee must direct any queries about Salary Packaging and associated issues such as superannuation, compensation, taxation and administration to the accredited Remuneration Consultant or their accountant for advice and clarification;

Effect of Salary Packaging on Other Entitlements

- 6.28 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, at the current above Award rate;
- 6.29 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 employees's total wage as outlined in the SACS Award, at the current above Award rate;
- 6.30 any wage increases which are granted to employees under the Award shall also apply to employees subject to remuneration packaging arrangements within this clause;
- 6.31 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 payments 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)

7. Dispute Avoidance and Grievance Procedure

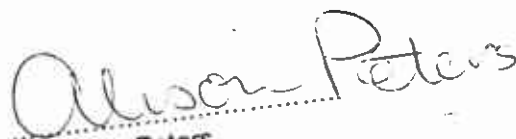
Clause 34, Grievance and Disputes Settling Procedure, of the Award shall be followed in respect of any matter arising out of this agreement.

8. Duress

This agreement was not entered into by either party under duress from any other party or any other person or persons.



Ms Sally Abrahams
Coordinator,
NSW Rape Crisis Centre Inc



Ms Alison Peters
Secretary,
Australian Services Union of NSW

