

**REGISTER OF
ENTERPRISE AGREEMENTS**

ENTERPRISE AGREEMENT NO: EA01/310

TITLE: Parramatta Mission Enterprise Agreement 2001

I.R.C. NO: 2001/6262

DATE APPROVED/COMMENCEMENT: 17 October 2001

TERM: 12 months

**NEW AGREEMENT OR
VARIATION:** New

GAZETTAL REFERENCE: 16 November 2001

DATE TERMINATED:

NUMBER OF PAGES: 7

COVERAGE/DESCRIPTION OF

EMPLOYEES: Applies to all employees engaged by Parramatta Mission at various locatio

PARTIES: Parramatta Mission -&- Australian Services Union of N.S.W.

The UNITING CHURCH in Australia - PARRAMATTA MISSION

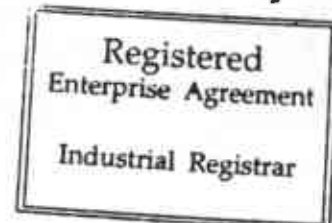
ENTERPRISE AGREEMENT

1. Title

This Agreement shall be known as *the Parramatta Mission 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.	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 Uniting Church in Australia - Parramatta Mission, 119 Macquarie St., PARRAMATTA 2150 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 Uniting Church in Australia - Parramatta Mission (hereinafter "Parramatta Mission").

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* and the *Clerical and Administrative Employees (State) Award* subject to Clause 8 of this Agreement.
- 5.2** These employees are employed by Parramatta Mission at various locations.

6. Duress

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

7. Incidence

- 7.1** Parramatta Mission employees engaged under the *Social and Community Services Employees (State) Award* and the *Clerical and Administrative Employees (State) Award* will be covered by this Enterprise Agreement.
- 7.2** The aforesaid Awards shall be known as the parent awards as applicable 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. It shall continue in force from ^{day-to-day} thereafter until rescinded, varied or renewed.

10. Payment Of Wages

- 10.1** Parramatta Mission 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 and the Clerical and Administrative Employees (State) Award, the Employer may introduce remuneration packaging in respect of salary as outlined in Clause 10, Table 1 Part B 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, Table 1 Part B of the *Social and Community Services Employees (State) Award* and Part B of the *Clerical and Administrative Employees (State) Award*.

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 their parent Award the classification level under that Award, and the current salary payable as applicable to the employee under 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 parent award 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;
- 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;

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- 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 the applicable wages clause of the parent award
- 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 the wages clause of the parent award. 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 the wages clause of the parent award for their classification.
- 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 in the wages clause of the parent award for their classification.
- 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

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based upon the value of the employee's total wage as outlined in the wages clause of the parent award for their classification

11. Grievance Procedures

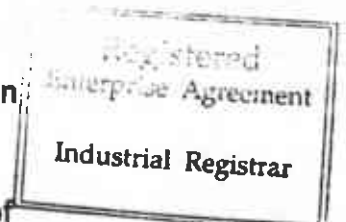
Definition: A grievance is any aspect of employment that the employee feels is unjust or unfair, or believes should be brought to the attention of management.

11.1 Parramatta Mission 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 Parramatta Mission. 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 Parramatta Mission Staff Handbook, is as follows:

- a. In the first instance, any grievance should be taken up with the employee's immediate supervisor, which should be within two (2) working days of its occurrence.
- b. The supervisor will give the staff member an opportunity to discuss the matter fully and endeavour to provide a response within one (1) week but not more than four (4) weeks.
- c. If the grievance cannot be settled satisfactorily at this level, the employee may appeal to their unit manager. A further right of appeal to the Mission Superintendent is available. An appeal will be resolved as soon as possible but certainly without undue delay.
- d. If the issue is still unresolved, the employee may receive advice from any relevant external agency, eg:
 - the NSW Anti-Discrimination Board
 - the Human Rights and Equal Opportunity Commission
 - the NSW Industrial Relations Commission
- e. In the event of failure to resolve the dispute by means of amicable agreement, either party may notify the matter to the



Industrial Registrar of New South Wales. The parties will then attempt to reach settlement by conciliation at the compulsory conference so called.

- f. If settlement is not reached by conciliation, the dispute will proceed to arbitration in the normal manner and both parties agree to accept the decision of the relative industrial tribunal, subject to each party's legal rights.

11.4 The object of the procedure is to obtain a complete understanding of the problem and reach a settlement at the lowest level possible and in the shortest time.

11.5 While the procedure in this Clause is being followed it is important to ensure that normal work routines are not disrupted.

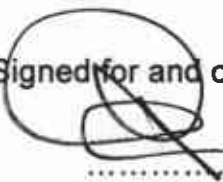
12. Signatories To The Agreement


Signed for and on behalf of The Uniting Church in Australia - Parramatta Mission

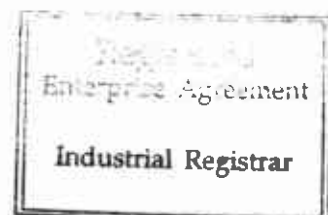

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MISSION SUPST.
Date 3/5/01


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Witness Date 3/8/01

Signed for and on behalf of the Australian Services Union


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Acting Branch Secretary Date 7.8.01


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Witness Dawn Lottly Date 7.8.01



ANNEXURE "A"

Before the Industrial Relations Commission of New South Wales

PARRAMATTA MISSION ENTERPRISE AGREEMENT	SOCIAL AND COMMUNITY SERVICES EMPLOYEES (STATE) AWARD
ENTERPRISE AGREEMENT	
REMUNERATION PACKAGING	
<u>Clause 10</u> Provision for voluntary remuneration packaging arrangements by agreement between an employee and the employer.	No provision

PARRAMATTA MISSION ENTERPRISE AGREEMENT	CLERICAL AND ADMINISTRATIVE EMPLOYEES (STATE) AWARD
ENTERPRISE AGREEMENT	
REMUNERATION PACKAGING	
<u>Clause 10</u> Provision for voluntary remuneration packaging arrangements by agreement between an employee and the employer.	No provision

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