

**REGISTER OF  
ENTERPRISE AGREEMENTS**

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Enterprise Agreement  
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**ENTERPRISE AGREEMENT NO: EA98/268**

**TITLE: Board of Finance and Property, Uniting Church in Australia NSW Synod  
(Salary Packaging) Enterprise Agreement - 1998**

**I.R.C. NO: 98/4634**

**DATE APPROVED/COMMENCEMENT: 23 September 1998**

**TERM: 24 months**

**NEW AGREEMENT OR  
VARIATION: New**

**GAZETTAL REFERENCE:**

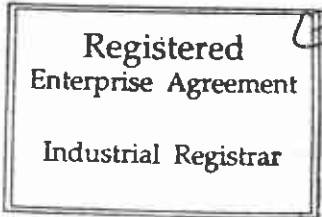
**DATE TERMINATED:**

**NUMBER OF PAGES: 13**

**COVERAGE/DESCRIPTION OF**

**EMPLOYEES: Applies to employees employed in accounting, bookkeeping and other clerical and administrative functions within the scope of the Clerical and Administrative Employees (State) Award**

**PARTIES: Board of Finance and Property, Uniting Church Property Trust, Uniting Church in Australia, New South Wales Synod -&- Sue Bowra, Katharine Gemmell-Smith, Robyn Henry, Yasmin Hill, Jonathon Lewis, Narelle Mathews, Helen Meillon, Deborah Morris, David Porter, Vicki Price, Rebecca Rohan, Margaret Seymour, Bradley Weightman, William Yeung**



**- ENTERPRISE AGREEMENT -**

**BETWEEN**

**BOARD OF FINANCE AND PROPERTY, UNITING CHURCH IN AUSTRALIA NSW SYNOD**

**AND**

**EMPLOYEES**

**1. TITLE OF AGREEMENT**

This Agreement shall be known as the **Board of Finance and Property, Uniting Church in Australia NSW Synod (Salary Packaging) Enterprise Agreement - 1998.**

**2. ARRANGEMENT**

1.	Title of Agreement .....	1
2.	Arrangement .....	1
3.	Purpose of this Agreement .....	1
4.	Relationship to Parent Award .....	1
5.	Salary Packaging .....	2
6.	Grievance and Disputes Settling Procedure .....	4
7.	Term of Agreement .....	11
8.	Duress .....	11
9.	Signatories to Agreement .....	12

**3. PURPOSE OF THIS AGREEMENT**

The parties to this agreement wish to register an agreement that allows the parties to negotiate and enter into mutually beneficial salary packaging arrangements.

The parties to this agreement are the Board of Finance and Property, Uniting Church in Australia NSW Synod; and all employees employed in accounting, book-keeping and other clerical and administrative functions within the scope of the *Clerical and Administrative Employees (State) Award* ('the Award').

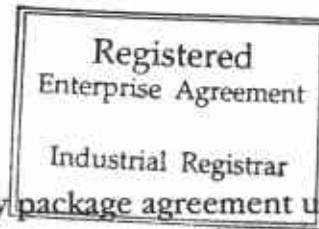
**4. RELATIONSHIP TO PARENT AWARD**

It has been determined by the parties to this Enterprise Agreement that the agreement shall be read and interpreted wholly in conjunction with the Award and provided that where there is any inconsistency, this Enterprise Agreement shall take precedence unless otherwise specified .

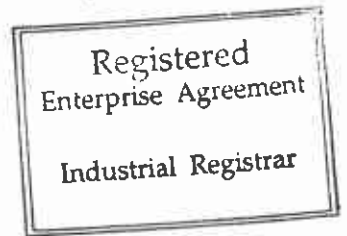
**5. SALARY PACKAGING**

The Board of Finance and Property of the NSW Synod of the Uniting Church in Australia ('the employer') and a full-time or part-time employee may reach an agreement to package up to 30% of the employee's salary to a non-salary fringe benefit, to be implemented as follows:

- (a) A proportion of the employee's salary will be received by the employee as money, and a proportion will be received in the form of a fringe benefit.
- (b) The contents of the employee's salary package will remain confidential to the parties.
- (c) The employer shall ensure the structure of any package complies with relevant taxation laws.
- (d) All award conditions other than award rates of pay shall continue to apply. Salary reviews will continue to be held annually.
- (e) A copy of the agreement shall be made available to the employee.
- (f) Expense items claimed should be principally applicable to, or the direct responsibility of the employee. The following expenses may be deemed to be a fringe benefit for the purpose of this Agreement:
  - (1) Payment of mortgage or rent
  - (2) Payment of rates and utilities
  - (3) Payment of property and life/health insurances
  - (4) Payment of motor vehicle costs and related expenses
  - (5) Personal loan repayments
  - (6) Payment of credit card expenses, except cash advances
  - (7) Payment of other genuine expenses by agreement with the appropriate nominated officer
- (g) An expense which may be claimed as a tax deduction may not be claimed as a fringe benefit.



- (h) An employee who has entered into a salary package agreement under this clause must provide original invoices, receipts or other proof of expenditure in order to claim the expense as a fringe benefit.
- (i) It is intended that no employee who enters into a salary package agreement under this clause will be disadvantaged in any way. As such, all other entitlements under this agreement and legislative and superannuation entitlements will be calculated by reference to the value of the salary package.
- (j) With the employer's agreement, and providing at least 1 month's notice is given, an employee may each quarter (1 January, 1 April, 1 July, 1 October):
  - (a) change the components of the salary package agreement under this clause; or
  - (b) elect to discontinue salary packaging arrangements, and revert to the rate of pay that applied immediately prior to the employee entering into a salary packaging agreement pursuant to this clause.
- (k) Salary packaging is only offered on the strict understanding and agreement that in the event existing taxation law is changed regarding FBT or personal taxation arrangements, and that change may impact on this agreement, all salary packaging arrangements may at the discretion of the employer be terminated, providing at least 1 month's notice is given. Upon termination in these circumstances the employee's rate of pay will revert to the rate of pay that applied immediately prior to a salary packaging agreement made pursuant to this clause.
- (l) In the event the employee ceases employment with the employer:
  - (a) this agreement will cease as at the date of termination of employment; and
  - (b) any outstanding benefit still due pursuant to this agreement, shall be paid on or before the date of termination.
- (m) Full administrative details of salary packaging are contained in the NSW Synod's Salary and Remuneration Policy and Procedures, and Salary Packaging Guidelines for Accountants. Both documents are endorsed by the NSW Synod (effective May 1998) and circulated as part of the Personnel Manual.



## 6. GRIEVANCE AND DISPUTES SETTLING PROCEDURE

### (1) POLICY STATEMENT

The NSW Synod aims to provide an effective and acceptable means for employees to bring problems and complaints concerning their work, and their well-being at work to the attention of their employer. For this reason, a formal grievance procedure has been established for use by all employees. It is designed to be fair and equitable, prompt in response, efficient, confidential and not intimidating.

### (2) WHAT IS A COMPLAINT OR GRIEVANCE?

Complaints and grievances are concerns related to work or the work environment of an employee. They may include clearly defined "breaches" of legislation, and/or terms and conditions of employment, but are more likely to involve misinterpretation or different perceptions/viewpoints. These problems may be about any act, omission, situation or decision that an employee thinks is unfair, discriminatory, unjust or thinks should be brought to the attention of their employer.

Examples include, but are not limited to:

- unfair work allocation
- interpersonal conflicts
- inadequate communication
- work environment problems
- harassment/discrimination concerns (where the Synod's Equal Employment Opportunity and Affirmative Action Policies will also apply)

**NOTE:** grievances involving sexual abuse made against an ordained member of staff should be referred to the Moderator or Synod General Secretary for advice.

Grievance procedures are an organised sequence of steps to be followed once an individual complaint is lodged. The primary principle is to allow each complaint to receive appropriate attention (and preferably resolution) as soon as possible.

### (3) DANGER FOR EMPLOYERS IN IGNORING GRIEVANCE HANDLING PROCEDURES

The failure to resolve individual employee grievances and collective industrial disputes is costly to both the Synod and its employees in terms of time, absenteeism, work performance, distress/anxiety and direct costs. Failure to

promptly consider an employee's grievance could lead to a discrimination and/or victimisation claim and employers who fail to carry out proper grievance handling procedures may also be liable for damages as a result.

**(4) UNDERLYING PRINCIPLES OF THE NSW SYNOD COMPLAINT AND GRIEVANCE PROCEDURES**

The procedures developed by the NSW Synod contain the following principles:

- 4.1 Confidentiality - only the people directly involved in making or investigating a complaint will have access to information about the complaint
- 4.2 Impartiality - both sides will have a chance to put their case. All relevant information will be collected and considered
- 4.3 No victimisation - no action will be taken against anyone for making a complaint or helping someone to make a complaint
- 4.4 Timely - all complaints will be dealt with as quickly as possible
- 4.5 All grievances will be treated seriously and not prejudged
- 4.6 Management is responsible for identifying, preventing and resolving problems in the workplace and grievance resolution forms part of line management duties
- 4.7 Training in grievance procedures is provided for all line managers/supervisors
- 4.8 The rights of both employee and employer are to be protected
- 4.9 The person raising the grievance has the right to be protected throughout the process and has a right to have an external person with them at any time e.g., friend, colleague, union delegate/representative
- 4.10 The manager or supervisor may also choose to have a witness present
- 4.11 Grievance resolution must occur in accordance with established procedures.

**(5) SUPERVISOR'S RESPONSIBILITIES**

- 5.1 Supervisors are empowered to advise and/or proactively resolve issues that may arise within their span of control



- 5.2 It is the supervisor's responsibility to outline grievance procedures to new staff members
- 5.3 When a matter requires referral, to another party the supervisor becomes the communication link between the employee and management, and is responsible for following the matter through to a conclusion
- 5.4 The supervisor shall advise the employee of the referral and keep the employee informed of its progress
- 5.5 In instances where the grievance raised concerns the supervisor, responsibilities outlined in 5.3 and 5.4 advance to the Executive Director
- 5.6 Supervisors should ensure that mechanisms and processes are adopted that will minimise the risk of such events recurring
- 5.7 Supervisors must also be familiar with grievance procedures outlined in awards/industrial agreements which cover their staff.

**(6) HOW DO THE PROCEDURES WORK?**

**6.1 How to Lodge a Grievance**

Employees are required to state their grievance verbally or in writing, requesting a meeting to discuss the matter.

The matter must first be dealt with as close to the source as possible. This means that after attempting to address the issue personally, the employee would first approach their supervisor. Procedures allow for further stages of discussion if the difference is not resolved.

**6.2 Where to Go for Help**

The Personnel Unit may be consulted regarding a grievance matter where there is uncertainty about policies, procedures or industrial ramifications. Advice can also be obtained by all parties to clarify the policy, award/agreement provisions, and general negotiation skills.

*The Personnel Officer is available to talk to any person (whether employee or employer) on any issue.*

**6.3 Time Limits**

Reasonable time limits must be allowed for discussion at each step. To assure prompt attention, however, it is recommended that notification

of the grievance be submitted within five working days of the event provoking the grievance to the employees supervisor. (A grievance can however, be alerted to the attention of management at any time). Management will respond within two working days and the grievance process should be finalised within four weeks. An extension of this period may be negotiated with agreement of the complainant.

#### **6.4 Employers Responsibility Upon Resolution**

The employer must provide a written response to **formal** [see (7) step 3] grievances at the conclusion of discussions including instances where the matter has not been satisfactorily resolved. If it is determined not to carry out a proposed remedy, the reasons for this will be conveyed to both parties.

#### **6.5 What happens if the grievance is not resolved?**

The Personnel Officer can advise staff of appropriate external bodies to contact should a grievance or dispute remain unresolved having exhausted each step of the process. Should the matter remain unresolved the matter may be referred to the Industrial Relations Commission of NSW for conciliation and arbitration.

### **(7) PROCEDURES FOR HANDLING A GRIEVANCE**

The procedure outlined below sets out the four separate steps in which the NSW Synod will handle a complaint. The grievance will be considered settled, if not presented to the next step within established time limits.

#### **Step One** Try to sort it out directly with the person involved

- a. If possible, the aggrieved person should tell the person who is acting in a hurtful or unsuitable way that his or her behaviour is not acceptable and/or is offensive, so that they have the chance to stop or to change what they are doing.
- b. It is likely that some staff will find this difficult because of the circumstance and may proceed to the next step.
- c. Most minor problems are likely to be resolved at this stage and will not need to continue further.

#### **Step Two** If Step 1 fails, the employee is to go to the supervisor

- a. Any grievance must first be given orally or in writing to the employee's immediate supervisor. The supervisor is in charge of an employee's immediate work environment and is best



placed to resolve most day-to-day concerns. Grievances should be received sympathetically and seriously. There are some situations where an employee may not want to take a complaint to the supervisor e.g. if the complaint is of a sexual nature, or concerns the supervisor. Here, the employee should take the complaint to the Executive Director, or the Personnel Officer.

- b. All complaints taken to the supervisor or Personnel Officer will be treated confidentially. Nothing will be done without first talking, and obtaining the employee's agreement.
- c. The employee's supervisor will attempt to resolve the complaint and should respond within two working days, outlining the steps taken to correct the problem.

**Step Three** If Step 2 fails, the employee is to go to the Executive Director /Personnel Officer

- a. The Executive Director is the person whom an employee should approach if the employee wishes to make a **formal** complaint (refer to the Employee Notification of Grievance Form - Appendix 2). An employee can alternatively, formally complain to the Synod Personnel Officer who acts as a staff Contact Officer. The Personnel Officer can also refer staff to external contact officers.
- b. If the grievance was not written out by the employee, it should be written by the manager for permanent record using the employee's own words noting:
  - date and time the complaint was received
  - a brief summary of the complaint including date and place if a specific incident
  - who initiated the complaint
  - indication from the complainant of preferred outcomes
  - submission of a formal grievance must be signed by both the manager and the employee.
- c. The employee should submit the grievance personally, but may ask a friend, colleague or union delegate/representative to appear with him or her
- d. It is recommended that the employee retain a copy of all

documentation submitted for their ~~ongoing personal reference~~.

- e. The complainant's Executive Director /Personnel Officer will:
- mediate between parties to seek a resolution process that is mutually agreeable
  - if this breaks down or is not appropriate, adopt an arbitration stance to prescribe a resolution process. This will involve internal enquiry where evidence is sought and decided upon.
- f. A grievance may be considered concluded if withdrawn or if the parties accept that no action can/will be taken

**Step Four** If the Executive Director cannot settle the grievance within specified time limits, a written response will be submitted to the Personnel Unit for review. The Personnel Officer will follow the grievance through to a solution, taking it to the Synod Personnel Committee for final arbitration if necessary. The Personnel Committee is also the panel or appeal.

While the above procedure is being followed, work will continue normally where it is agreed there is an existing practice, but in other cases work will continue on the manager's instruction. No party will be prejudiced as to the final settlement by continuation of work.

#### **(8) ADVICE TO THE GRIEVANCE HANDLER**

Steps to be taken by the Executive Director handling the grievance arising from Step 3(e) above, include:

- explaining the grievance handling process, including what may happen if there is enough evidence to support the complaint; or what will happen if there is not enough evidence to support the complaint.
- explaining where the employee can go for assistance if dissatisfied with the way in which the complaint is being dealt with
- ensuring a full investigation is undertaken confidentially and promptly
- if the complaint is against another person, interviewing that person separately and impartially, stating what the complaint involves and giving opportunity to respond fully
- interviewing witnesses or other people involved separately and impartially to establish facts

- advising the complainant of progress towards resolution
- since resolution of grievances happens through a process of negotiation, each party may need to make concessions
- providing both parties with a response to the grievance including reasons for not implementing any proposed remedy, if this is the case
- ensuring that whatever has been agreed is confirmed in writing, and agreed actions takes place with ongoing periodic review
- maintaining contact with the complainant, to ensure they are not being victimised in any way because of lodging a grievance

**(9) DOCUMENTATION AND CONFIDENTIALITY**

- 9.1 Any written record regarding a grievance should be kept in the strictest confidence
- 9.2 No notation is to be made on personal employment files unless disciplinary action has been taken
- 9.3 Employees involved in grievances should have access to their record of involvement and opportunity to append their comments to the record

**(10) APPROPRIATE FOLLOW-UP ACTION**

- 10.1 If the complaint is substantiated, the following action may be appropriate:
- a written apology
  - an official warning
  - counselling
  - demotion
  - dismissal
- 10.2 If the complaint is not substantiated:
- written withdrawal of complaint
  - training for all staff on relevant issues e.g. equal opportunity law

- keeping a closer watch on employee behaviour and conduct by management
- 10.3 If the complaint is frivolous, action in relation the complainant could include:
- written withdrawal of complaint
  - a written apology
  - an official warning
  - counselling
  - demotion
  - dismissal

#### **(11) APPEALS**

If an employee thinks that the grievance procedure was not followed properly, the employee can appeal to the Synod Personnel Committee which will review the way in which the complaint was handled. No further action will be taken if it was handled correctly. If it was not handled properly, the complaint will be independently revisited. In this instance, the review will be carried out by someone other than the person who first handled the complaint.

If the grievance involves the Synod Personnel Committee, an independent panel will be convened.

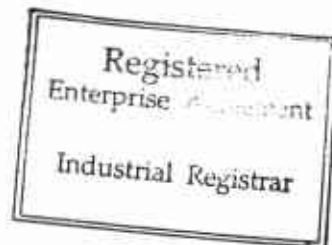
Should the matter remain unresolved the matter may be referred to the Industrial Relations Commission of NSW for conciliation and arbitration.

#### **7. TERM OF AGREEMENT**

This Agreement shall have a nominal term of 2 years.

#### **8. DURESS**

This Enterprise Agreement has not been entered into under duress by any of the parties.



9. SIGNATORIES TO AGREEMENT

Signed for and on behalf of Board of Finance and Property, Uniting Church in Australia NSW Synod:

James Stephen MEIN  
[Name]

21-9-1998  
[Date]

B. J. Hicks  
[Witness]

21-9-98  
[Date]

Signed by (Employees):

I. de Miele  
[Name]

21-9-98  
[Date]

Isabelle Malcom  
[Name]

21-9-98  
[Date]

V. Price  
[Name]

21-9-98  
[Date]

William Gray  
[Name]

21-9-98  
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