

**REGISTER OF
ENTERPRISE AGREEMENTS**

ENTERPRISE AGREEMENT NO: EA98/60

TITLE: Burnside Staff Enterprise Agreement 1997

I.R.C. NO: 97/7073

DATE APPROVED/COMMENCEMENT: 4 February 1998

TERM: 36 months

**NEW AGREEMENT OR
VARIATION:** New

GAZETTAL REFERENCE:

DATE TERMINATED:

NUMBER OF PAGES: 12

COVERAGE/DESCRIPTION OF

EMPLOYEES: Administrative & Secretarial Staff, Professional Youth & Family Welfare Workers, Social Workers, Youth & Family Services Co-ordinators, Policy & Research Officers, Maintenance Workers, Gardeners, Education Support Workers & Tutors employed at Head Office, Foster Care & Youth Services, Burnside Family Learning Centre, Cabramatta Centre, Central Coast, Central Coast Family Centre, Mcarthur Family Centre, Macarthur Youth Resource Centre, Coffs Harbour Family Centre, Coffs Harbour HIFS Service, Port Macquarie, Burnside Dubbo, St. Andrews Farm and Bidwill

PARTIES: Burnside -&- Anne Abbey, Anthony Bendall, Allan Jefferay, Deborah Johnson, Susan McManus, Michelle MacMillan, Julie O'Neill, Tracey Pace, Maureen Puckeridge, Lychantha Sok



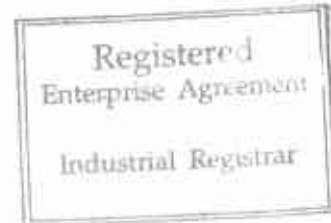
BURNSIDE ENTERPRISE AGREEMENT

1. TITLE

This agreement shall be known as the Burnside Staff Enterprise Agreement 1997.

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 awards
9.	Terms of the agreement
10.	Payment of wages
11.	Grievance procedures
12.	Future Issues
13.	Signatories



3. PARTIES TO THE AGREEMENT

This agreement is made in accordance with the provisions of sections 32 - 47 of the Industrial Relations Act 1996 and the principles for approving enterprise agreements as provided by section 33 (1) of the Act. The parties to this enterprise agreement are Burnside (an agency of the Uniting Church in Australia) of 13 Blackwood Place, North Parramatta on the one part and the employees of Burnside.

4. THE ENTERPRISE

The enterprise for which this agreement is made is Burnside.

5. INTENTION

5.1 This agreement shall apply to full time and part time employees in the following positions:

- (a) **Administrative and secretarial staff.** This will include employees engaged in clerical, administrative and secretarial support roles. These employees will also be covered by the Clerical and Administrative Employees (State) Award subject to clause 8 of this agreement.

- (b) **Professional Youth and Family Welfare workers**, means a person who is engaged to work in a range of welfare support and casework management roles for children, young people and families. These employees will also be covered by the Social and Community Services (State) Award subject to clause 8 of this agreement.
- (c) **Social Workers**, means a person who is engaged to work in a range of welfare support and casework management roles to children, young people and families. These employees will also be covered by the Charitable Institutions (Professional Staff Social Workers) State Award subject to clause 8 of this agreement.
- (d) **Youth and Family Services Coordinators**, means a person who is engaged to work in a range of welfare support and casework management roles for children, young people and families. These employees will also have responsibility for coordinating a service and supervising staff. These employees will also be covered by the Social and Community Services (State) Award subject to clause 8 of this agreement.
- (e) **Policy and Research Officers**, means a person who is engaged in a policy development, research and social justice advocacy role in relation to the provision of services to children, young people and families. These employees will also be covered by the Social and Community Services (State) Award subject to clause 8 of this agreement.
- (f) **Maintenance worker**, means a person who is engaged in maintenance/building/painting work. These employees will also be covered by the Building Employees Mixed Industries (State) Award subject to clause 8 of this agreement.
- (g) **Gardener**, means a person who is engaged in gardening work. These employees will also be covered by the Miscellaneous Gardeners &c., (State) Award subject to clause 8 of this agreement.
- (h) **Education support workers and Tutors**, means a person who is engaged in educational and tutorial work for children and young people. These employees will also be covered by either the Teachers Non Government Schools (State) Award or the Social and Community Services (State) Award.

5.2 These employees are employed at the following locations:

- (a) Head Office: 13 Blackwood Place, North Parramatta, NSW 2151
- (b) Foster Care and Youth services: 7 Blackwood Place, North Parramatta, NSW 2151

- (c) Burnside Family Learning Centre 2 Jackson Street, Ermington, NSW 2115
- (d) Cabramatta Centre 232 Railway Parade, Cabramatta, NSW 2166
- (e) Central Coast "The Cottage" 10-12 Debra Anne Drive, Bateau Bay, NSW 2261
- (f) Central Coast - Family Centre Northern Lakes Family Centre, Cnr Acacia Avenue and Elizabeth Bay Drive, Lake Munmorah, NSW 2258
- (g) Macarthur Family Centre 6-8 Iolanthe Street, Campbelltown, NSW 2560
- (h) Macarthur Youth Resource Centre 6-8 Iolanthe Street, Campbelltown, NSW 2560
- (i) Coffs Harbour Family Centre 7 McLean Street, Coffs Harbour, NSW 2450
- (j) Coffs Harbour HIFS service 4/17 Lyster Street, Coffs Harbour, NSW 2450
- (k) Port Macquarie 12 Table Street, Port Macquarie, NSW 2444
- (l) Burnside Dubbo 2 Alfred Street, Dubbo, NSW 2830
- (m) St. Andrews Farm 1150, Camden Valley Way, Leppington NSW 2171
- (n) Bidwill Uniting Church Centre, Bidwill Square, Bidwill, NSW 2770

6. DURESS

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

7. INCIDENCE

- 7.1 Burnside employees engaged under the following NSW Awards will be covered by this enterprise agreement.

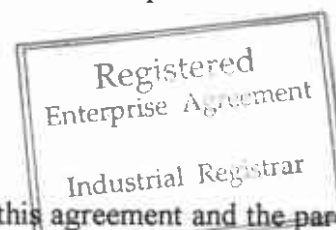
Social and Community Services (State) Award
Clerical and Administrative Employees (State) Award

Charitable Institutions (Professional Staff Social Workers) State Award
 Teachers (Non-Government Schools) State Award
 Building Employees Mixed Industries (State) Award
 Miscellaneous Gardeners &c., (State) Award

7.2 These awards 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

This agreement shall operate from the date of registration and shall remain in force for a period of 3 years.

10. PAYMENT OF WAGES

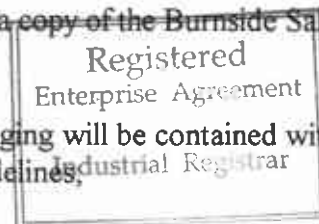
10.1 Burnside is recognised as a Public Benevolent Institution and as such is exempt from requirements to pay Fringe Benefits Tax on any legitimate fringe benefits provided to employees. Burnside will utilise its Fringe Benefit Tax exempt status when offering salary packaging to employees.

10.2 Employees will be paid in accordance with:

- (a) provisions contained within the parent Award; or
- (b) where it is acceptable to both Burnside and the employee, Burnside may develop an individual salary packaging arrangement. In such cases the terms and conditions of such a package shall not, when viewed objectively, be overall less favourable than the entitlements available under relevant awards and shall be subject to the following provisions:
 - (i) Burnside shall ensure that the structure of any package complies with taxation and any other applicable laws;
 - (ii) Burnside will inform, the employee of their grading under the relevant Burnside salary scale. The Burnside Salary Scales are attached to this agreement - see Appendix 1;
 - (iii) Burnside will inform existing employees and new employees on engagement in writing of their right to choose payment of salary

referred to in paragraph (ii) above or to accept salary packaging;

- (iv) Burnside will inform the employee of the breakdown of their salary packaging arrangements and provide a copy of the Burnside Salary Packaging Guidelines;
- (v) administration details for salary packaging will be contained within the Burnside Salary Packaging Guidelines;
- (vi) 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, excepting for superannuation where an employee may salary sacrifice an additional 2 to 14% of their applicable salary as a personal superannuation contribution;
- (vii) in the event that Burnside ceases to attract Fringe Benefits Tax exemption, all salary packaging arrangements will be terminated, providing notice in accordance with subclause (viii) below and individual employees rates will revert to the salary payable for their grading under the relevant Burnside salary scale;
- (viii) where changes are proposed to salary packaging arrangements, or salary packaging arrangements are to be cancelled for reasons other than legislative requirements, then the employee must give one months notice and Burnside must give three months notice;



Annual Leave Loading and Salary packaging

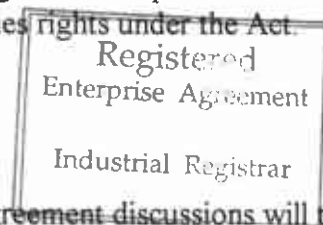
- (ix) Where an employee accepts salary packaging in accordance with this clause the employee will cease to accrue any entitlement to annual leave loading on and from the date on which salary packaging is entered into. An employee whose salary packaging arrangement is terminated in accordance with clause 10.2 (b) (viii) will begin to accrue annual leave loading in accordance with the parent award on and from the date on which salary packaging is terminated. If an employee's wages are paid in accordance with clause 10.2 (a) they shall continue to accrue annual leave loading in accordance with the parent award.
- (x) An employee who elects to enter into a salary packaging agreement in accordance with this clause will be paid out any accrued annual leave loading to the date of transferring to salary packaging.

11. GRIEVANCE PROCEDURES

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

- 11.1 It is Burnside's intention 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 management. For this reason the following grievance procedure has been developed:
- 11.2 Burnside employees have the right for a grievance to be heard through all levels of management. Employees should be assured that, when they raise a grievance, it in no way affects their employment opportunity with Burnside. The goal of the Burnside Grievance Procedure is not to eliminate grievances but to provide for a prompt, friendly and mutually satisfactory resolution of differences between management and employees.
- 11.3 It is hoped that employees can deal with any grievance initially with their Supervisor or Program Manager, but should the employee feel this is not appropriate, then they should feel free to contact their Senior Manager.
- 11.4 However, where appropriate, employees are encouraged to:
- a) In the first instance, any grievance should be taken up with the employees immediate supervisor, preferably within 5 working days of its occurrence.
 - b) The supervisor should give the staff member an opportunity to discuss the matter fully and should endeavour to provide a response within 3 working days or as soon as practicable. The majority of problems will be of such a nature that they can be settled between the employee and the supervisor with mutual satisfaction.
 - c) If the grievance cannot be settled satisfactorily with the supervisor the employee should detail their grievance in writing and submit to the Program Manager (if the Program Manager is the supervisor then the matter should go to a Senior Manager). The manager will endeavour to make arrangements to meet with the employee within 5 working days or as soon as practicable.
 - d) If a satisfactory conclusion is still not reached then the written grievance should be submitted to the relevant Senior Manager. The senior manager will endeavour to make arrangements to meet with the employee within 10 working days or as soon as practicable.
- 11.5 The object of the procedure is to obtain a complete understanding of the problem and to reach a settlement at the lowest supervisory level.

- 11.6 While the procedure in this clause is being followed normal work must continue at all times.
- 11.7 In the event of failure to resolve the dispute by means of amicable agreement between the parties, such party to the agreement may notify the matter to the Industrial Registrar of New South Wales. The parties will then attempt to reach settlement at the conciliation stage of the compulsory conference, so called.
- 11.8 Should a settlement not be reached by conciliation, the dispute shall proceed to arbitration in the normal manner and both parties agree to accept the decision of the relative industrial tribunal, subject to each parties rights under the Act.



12. FUTURE ISSUES

It is agreed between the parties that during the life of this agreement discussions will take place on the following issues:

- a) competency standards for all categories of staff positions covered by this agreement.
- b) A performance based pay system.

13. SIGNATORIES TO THE AGREEMENT

Signed for and on behalf of Burnside

Signature: _____

Paul McMahon - Human Resources Manager

Date: 20/11/97

Signed for and on behalf of employees by the Employment Consultative Committee members:

Signature: [Signature] Date: 19/11/97
Anne Abbey (Family Counsellor)

Signature: [Signature] Date: 25/11/97
Anthony Bendall (Policy Development Officer)

Signature: [Signature] Date: 26-11-97
Alan Jefferay (Maintenance supervisor)

Signature: S. McManus Date: 19.11.97
Susan McManus (Administrative Officer)

Signature: Michelle McMillan Date: 19.11.97
Michelle McMillan (Youth Worker)

Signature: Julie O'Neill Date: 27.11.97
Julie O'Neill (Administrative Officer)

Signature: Tracey Pace Date: 19.11.97
Tracey Pace (Functions Coordinator)

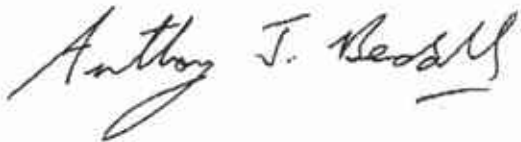
Signature: Maureen Puckeridge Date: 26.11.97
Maureen Puckeridge (Teacher)

Signature: Lychantha Sok Date: 19/11/97
Lychantha Sok (Coordinator Khmer Family Welfare Program)




STATEMENT REGARDING ENTERPRISE AGREEMENT WORKS COMMITTEE

This statement confirms that members of the Enterprise Agreement Works Committee are elected staff representatives and have been given authority to sign the Burnside Staff Enterprise Agreement 1997 on behalf of staff members.



Anthony Bendall
Policy Officer and member of Works Committee

Witnessed by



Eric Hodgson
Justice of the Peace



ADMINISTRATIVE STAFF SALARY SCALES - effective 13 July 1997

	Level 1	Level 2	Level 3	Level 4
Office Assistant	\$372 (19,400)	403 (21,000)	433 (22,600)	464 (24,200)
Clerical Officer	\$550 (28,676)	561 (29,250)	573 (29,882)	584 (30,458)
Receptionist	\$571 (29,768)	582 (30,342)	593 (30,916)	604 (31,492)
Secretary	\$590 (30,744)	601 (31,319)	613 (31,951)	624 (32,526)
Exec Secretary	\$630 (32,853)	687 (35,805)	719 (37,473)	740 (38,575)
Pay O/Bkeeper	\$671 (34,972)	694 (36,192)	722 (37,629)	764 (39,809)

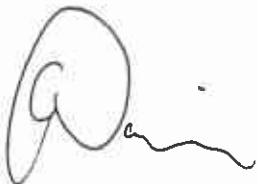


Geoff Batkin
Senior Manager - Administration
Revised 29/9/97



PROFESSIONAL STAFF SALARY SCALES - effective 13 July 1997

GRADE	Level 1	Level 2	Level 3	Level 4	Level 5
Welfare Assistant	22,500	23,300	24,000	24,700	25,400
1	26,304	26,831	27,367	27,914	26,472
2	29,043	29,623	30,217	30,820	31,437
3	32,066	32,708	33,360	34,028	34,707
4	35,402	36,111	36,833	37,568	38,322
5	39,088	39,869	40,667	41,480	42,310
6	43,156	44,018	44,901	45,797	46,713



Geoff Batkin
Senior Manager - Administration
Revised 29/9/97

