

**REGISTER OF
ENTERPRISE AGREEMENTS**

ENTERPRISE AGREEMENT NO: EA99/199

TITLE: Burdekin Association (Salary Packaging) Enterprise Agreement 1999

I.R.C. NO: 99/2975

DATE APPROVED/COMMENCEMENT: 28 June 1999 and commenced on and from 1 July 1999

TERM: 36 months

**NEW AGREEMENT OR
VARIATION:** New

GAZETTAL REFERENCE:

DATE TERMINATED:

NUMBER OF PAGES: 8

COVERAGE/DESCRIPTION OF

EMPLOYEES: Applies to all employees employed within the scope of the Social and Community Services (State) Award and /or the Clerical and Administrative Employees (State) Award

PARTIES: Burdekin Association -&- Carmen Bekker, Karen A Berman, David Boutkan, Violet M Boyd, Justene L Gordon, Janice M Jones, Tracey A Parsons, Vanessa Paton, Warren Welsh

- ENTERPRISE AGREEMENT -

BETWEEN

THE BURDEKIN ASSOCIATION

AND

EMPLOYEES



1. TITLE OF AGREEMENT

This Agreement shall be known as the **Burdekin Association ('the Association') (Salary Packaging) Enterprise Agreement - 1999.**

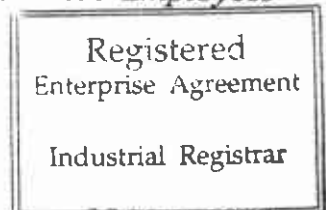
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3. PURPOSE OF THIS AGREEMENT

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

The parties to this agreement are the Burdekin Association ('the Association'); and all employees employed within the scope of the *Social and Community Services (State) Award* and/or the *Clerical and Administrative Employees (State) Award* ('the Awards').



4. **RELATIONSHIP TO PARENT AWARDS**

It has been determined by the parties to this Enterprise Agreement that the agreement shall be read and interpreted wholly in conjunction with the *Social and Community Services (State) Award* and the *Clerical and Administrative Employees (State) Award* ('the Awards') and provided that where there is any inconsistency, this Enterprise Agreement shall take precedence unless otherwise specified .

5. **ON-CALL**

- (a) The on-call arrangements are an integral part of the Association's integrated service delivery. The on-call service ensures that employees are able to:
 - (i) Provide support to current clients and carers, and;
 - (ii) Take referrals for the short term accommodation program after ordinary hours of work.
- (b) All employees are required to participate in an on-call roster as directed by the manager.
- (c) Subject to any award provisions providing for on-call arrangements, an employee rostered to be on call will be paid an allowance of two hours base rate pay per week day (eg. Monday 5.00pm to Tuesday 9.00am) and three hours base rate per weekend day (eg. 9.00am Saturday to 9.00am Sunday).
- (d) An employee who is called in to work whilst rostered to be on call shall be paid the appropriate hourly rate for each hour worked or part thereof.

6. **HOURS OF WORK**

- (a) The ordinary hours of work shall not exceed 38 per week.
- (b) Ordinary hours may be worked between 7.00 am and 8.00 pm, Monday to Friday inclusive.

As a guide to the parties, it is intended that core office hours be retained between 9.00 am and 5.00 pm, Monday to Friday inclusive. However, a flexible arrangement of ordinary hours within the spread of hours described above may be worked.

- (c) Within the spread of hours in subclause (b) above, up to 10 ordinary

hours excluding meal breaks may be worked on any one day.

- (d) Hours will be arranged between the employer and the employee to meet the operational requirements of the service and Association. In arranging the hours of work the employer shall take into consideration the particular circumstances of the employee.

7. SALARIES AND AWARD WAGES

- (a) The employee's minimum rate of pay shall be the appropriate award rate of pay, as set out in Table One of this Agreement.
- (b) The rates of pay in Table One of this Agreement shall be varied in accordance with any increase in award rates of pay, by way of State Wage Case decision or otherwise.

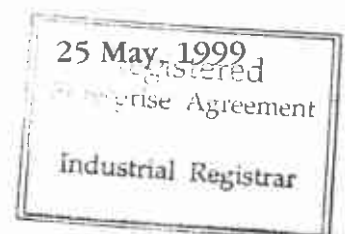
8. SALARY PACKAGING

The Association and a full-time or part-time employee may reach an agreement to package up to 30% of the employee's real wage 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) A copy of the agreement shall be made available to the employee, provided that the contents of the employee's salary package will remain confidential to the parties.
- (c) The Association shall ensure the structure of any package complies with relevant taxation laws. This includes acceptance of any Fringe Benefits Tax ('FBT') liability arising out of an agreed salary package.
- (d) All award conditions other than rates of pay shall continue to apply.
- (e) Full administrative details of salary packaging will be provided in The Association's Remuneration Policy and Procedures.
- (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 a copy of relevant invoices, receipts or other proof of expenditure to the satisfaction of the Association 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 suffer a net detriment in their terms and conditions of employment. As such;
- (1) If the total value of the salary package received by the employee is less than what the employee would have been paid if the employee had been remunerated under the Award in any financial year, the Association shall pay the employee an amount being the difference between the total remuneration received by the employee and what the employee would have earned under the Award in that financial year.
 - (2) For the purposes of cl. 6(i)(1), a "financial year" means from 1 July in one year and 30 June in the immediately following year. Any payment made by the Association in accordance with cl. 6(i)(1) shall be made in the first pay period on or after 1 July in each year.
 - (3) All other entitlements under the Awards (other than paid leave entitlements), and superannuation will be calculated by reference to the rate of pay Column A of Table One.
 - (4) A salary package agreement reached pursuant to this clause shall be regarded as ordinary pay for the purposes of paid leave entitlements such as public holidays, annual leave, long service leave and personal/carer's leave.
 - (5) If an employee becomes entitled to any payment(s) pursuant to



the *Workers' Compensation Act 1987*, the Association shall continue to provide to an employee the balance of the agreed salary package not covered by workers compensation payment(s).

- (j) With the Association's agreement, and providing at least 1 month's notice is given, an employee may:
 - (1) change the components of the salary package agreement under this clause; or
 - (2) elect to discontinue salary packaging arrangements, and revert to the appropriate award rate of pay.
- (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, or the appropriate award rate of pay in cash only, whichever is greater.
- (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.

9. GRIEVANCE AND DISPUTES SETTLING PROCEDURE

The parties to this agreement are committed to resolving grievances through open communication and to achieving a prompt resolution of any grievance. A grievance shall be dealt with in the following manner:

- (a) The employee(s) shall attempt to solve the grievance with their immediate supervisor.
- (b) Should the matter remain unresolved, or where discussion with the immediate supervisor would be inappropriate, the employee(s) will notify the General Manager or a nominated person of the grievance.



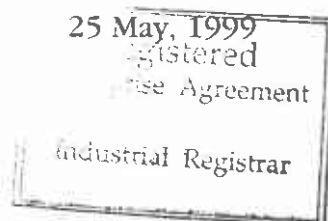
- (c) The General Manager or a nominated person shall arrange a meeting with the employee within 7 days of the notification, or as otherwise agreed to attempt a resolution of the grievance.
- (d) The employee will be entitled to have a union representative or nominee present during any of these stages.
- (e) Should the matter remain unresolved the matter may be referred to the Industrial Relations Commission of NSW for conciliation and arbitration, in accordance with the *Industrial Relations Act 1996*.
- (f) 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.

10. TERM OF AGREEMENT

This Agreement shall have a nominal term of 3 years.

11. DURESS


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




12. SIGNATORIES TO AGREEMENT

Signed for and on behalf of the Association:


[Name] MARILYN GRIFFIN [Date] 4/6/1999


[Witness] CATHERINE BRAY [Date] 4/6/99


Signed by (Employees):


[Name] DAVID BOUTKAN [Date] 4/6/99


[Name] JANICE JONES [Date] 4.6.99


[Name] Warren Welsh [Date] 4.6.99


[Name] KAREN BELMAN [Date] 4.6.99


[Name] JUSTENE GORDON [Date] 4/6/99


[Name] Vanessa Paton [Date] 4.6.99


[Name] Carmen Bekker [Date] 4/6/99


[Name] Tracey Parsons [Date] 4/6/99

[Name] _____ [Date] _____

TABLE 1 - RATES OF PAY

Classification	Rate of Pay Per Annum
	\$
Social Welfare Assistant	
Year 1	19,023
Year 2	20,023
Year 3	21,093
Social Welfare Worker Category 1	
Year 1	22,923
Year 2	24,130
Year 3	25,360
Year 4	26,590
Social Welfare Worker Category 2	
Year 1	27,820
Year 2	29,050
Year 3	30,176
Year 4	31,406
Year 5	32,636
Social Welfare Worker Category 3	
Year 1	33,866
Year 2	35,096
Year 3	36,326
Year 4	37,451
Clerical/Administrative Employee	Rate of Pay Per Week
	\$
Grade 1	412.60
Grade 2	433.50
Grade 3	465.20
Grade 4	506.90
Grade 5	567.50

Registered
25 May 1999
Agreement
Industrial Registrar