

**REGISTER OF
ENTERPRISE AGREEMENTS**

ENTERPRISE AGREEMENT NO: EA00/74

TITLE: NSWAMH Staff Certified Agreement 1999

I.R.C. NO: 99/6744

DATE APPROVED/COMMENCEMENT: 22 December 1999

TERM: 3 years

**NEW AGREEMENT OR
VARIATION: New**

GAZETTAL REFERENCE: 31 March 2000

DATE TERMINATED:

NUMBER OF PAGES: 7

COVERAGE/DESCRIPTION OF

EMPLOYEES: It shall apply to all full-time and part-time permanent and contract employees in any position, the employees will also be covered by the Social and Community Services Employees (State) Award

PARTIES: Gillian Church -&- Loredana Di Serio, Rosemary Dickson, Melinda Lake, NSW Association for Mental Health Inc, Elizabeth Priestley, Bernette Redwood, Aileen Sprott, Kristy Stewart

Registered
Enterprise Agreement
Industrial Registrar

NSWAMH ENTERPRISE AGREEMENT

1. TITLE

This agreement shall be known as the NSWAMH Staff Enterprise Agreement 1999.

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.	New agreement
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 NSW Association for Mental Health Inc. (NSWAMH), 60-62 Victoria Rd Gladesville, NSW 2111 on the one part and the employees of NSWAMH.

4. THE ENTERPRISE

The enterprise for which this agreement is made is the NSW Association for Mental Health Inc.

5. INTENTION

5.1 This agreement shall apply to full time and part time permanent and contract employees in any position.

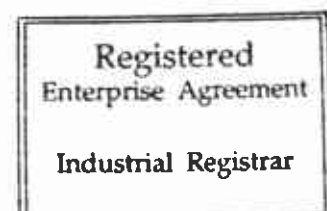
These employees will also be covered by the Social and Community Services Employees (State) Award.

5.2 These employees are employed at the following locations:

- (a) Head Office: 60-62 Victoria Rd, Gladesville NSW.
- (b) OCD/TOP Standing Committee: 10a Bowns St. Kogarah.
- (c) Any other location approved by the Board of NSWAMH.

6. DURESS

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



7. INCIDENCE

7.1 NSWAMH employees engaged under the following NSW Award will be covered by this Enterprise agreement:

Social and Community Services Employees (State) Award

7.2 This award shall be known as the parent award with respect to individual employees.

8. RELATIONSHIP TO PARENT AWARD.

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.

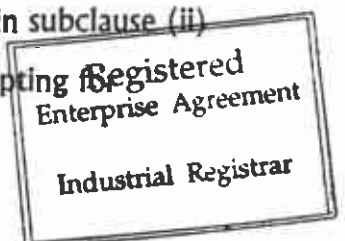
10. PAYMENT OF WAGES

10.1 NSWAMH 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. NSWAMH 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 NSWAMH and the employee, NSWAMH 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) NSWAMH shall ensure that the structure of any package complies with taxation and any other applicable laws;
 - (ii) NSWAMH will inform the employee of their grading under the relevant ASU salary scale.
 - (iii) NSWAMH 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) NSWAMH will inform the employee of the breakdown of their individual salary packaging arrangements and provide a copy of the NSWAMH Salary Packaging Guidelines;
 - (v) administration details for salary packaging will be contained within the NSWAMH 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



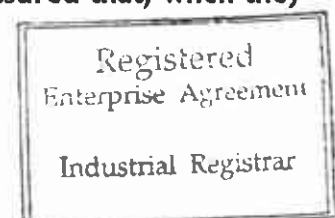
superannuation where an employee may salary sacrifice an additional 2 to 13% of their applicable salary as a personal superannuation contribution;

- (vii) in the event that NSWAMH ceases to attract Fringe Benefits Tax exemption, all salary packaging arrangements will be terminated, providing notice in accordance with subclause (ix) below and individual employees' rates will revert to the salary payable for their grading under the relevant NSWAMH salary scale;
- (viii) in the event that a GST is introduced, NSWAMH reserves the right to review or terminate all salary packaging arrangements.
- (ix) 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 month's notice and NSWAMH must give three months' notice;

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 NSWAMH 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 NSWAMH. The goal of the NSWAMH Grievance Procedure is not to eliminate grievances but to provide for a prompt, friendly and mutually satisfactory resolution of differences between management and employees.

- 11.2 In the case of a grievance relating to this enterprise agreement, NSWAMH's Grievance Procedure will be followed. Refer to Policy and Procedures Manual.
- 11.3 While the Grievance Procedure in this clause is being followed, normal work must continue at all times.
- 11.4 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.
- 11.5 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 relevant industrial tribunal, subject to each party's rights under the Act.

12. NEW AGREEMENT

The parties agree to start negotiations on a new Enterprise Agreement at least 3 months before the expiry of this one.



Signature : Aileen Sprott Date: 8/3/00

Aileen Sprott, MHIRRA Service Co-ordinator

Signature : Bernette Redwood Date: 14/3/2000

Bernette Redwood, Support Group Project Co-ordinator

Signature : Loredana Di Serio Date: 14.3.00

Loredana Di Serio, Administrative Officer

Signature : K. Stewart Date: 8.3.2000

Kristy Stewart, MHIRRA Administrative Officer

Signature : Melinda Lake Date: 8/3/00

Melinda Lake, TOP Project Co-ordinator



13. SIGNATORIES TO THE AGREEMENT

Signed for and on behalf of NSWAMH

Signature: 

Dr Meg Smith, President

Date: 16.3.00

Signature: 


Peter Trebilco, Treasurer

Date: 1 March 2000

Signed for and on behalf of employees by the following staff representatives:

Signature :  Date: 8/3/00

Gillian Church, Executive Officer

Signature :  Date: 8/3/00

Elizabeth Priestley, Project Manager

Signature :  Date: 8/3/00

Rosemary Dickson, Information Service Co-ordinator

