

**REGISTER OF
ENTERPRISE AGREEMENTS**

ENTERPRISE AGREEMENT NO: EA02/124

TITLE: Pole Depot Neighbourhood Centre Inc. Remuneration Packaging Agreement 2001

I.R.C. NO: 2001/8532

DATE APPROVED/COMMENCEMENT: 15 January 2002

TERM: 15 January 2003

**NEW AGREEMENT OR
VARIATION:** New

GAZETTAL REFERENCE: 26 April 2002

DATE TERMINATED:

NUMBER OF PAGES: 5

COVERAGE/DESCRIPTION OF

EMPLOYEES: Applies to all full- time and part-time employees employed by the Pole Depot Neighbourhood Centre Inc.

PARTIES: Pole Depot Neighbourhood Centre - Incorporated -&- Kim Buhagiar, Glennys Campbell, Derek Ching, Susan Davies, Daniel Emmerick, Vicki Ewart, Yan Fang, Athena Field, Diego Figueroa, Mary Harrison, Jan Holroyd, Jackie McMahon, Lorraine Nixon, Shelley Schewitz, Nicole Scobie, Katherine Thomley, Amy Trindell

**POLE DEPOT NEIGHBOURHOOD CENTRE INCORPORATED
REMUNERATION PACKAGING AGREEMENT 2001**

1. Title

This agreement shall be known as the Pole Depot Neighbourhood Centre Inc. Remuneration Packaging Agreement 2001.

2. Index

<u>Clause</u>	<u>Subject</u>
1.	Title
2.	Index
3.	Scope and Application
4.	Date of Operation
5.	Relationship to Parent Award
6.	Remuneration Packaging
7.	Grievance and Dispute Settling Procedures
8.	Anti-discrimination
9.	Leave Reserved
10.	Declaration and Signatories



3. Scope and Application

This Agreement shall be binding upon Pole Depot Neighbourhood Centre Inc. and the full-time and part-time employees of Pole Depot Neighbourhood Centre Inc.

4. Date of Operation

This agreement shall operate from the beginning of the first pay period to commence on or after the date of certification of this Agreement and shall operate for a period of one year.

5. Relationship to Parent Award

The Parent Awards are the;

- Social and Community Services (SACS) Employees (State) Award
- Clerical and Administrative Employees (State) Award
- Miscellaneous Workers Kindergartens and Child Care Centres (State) Award

The terms and conditions of this Agreement shall be read and interpreted in conjunction with all clauses of the above Awards. In the event of any inconsistency, this Agreement shall prevail to the extent of the inconsistency.

6. Remuneration Packaging

- 6.1 Where agreed between the employer and a full-time or part-time employee, an employer may introduce remuneration packaging in respect of salary as outlined in;
- clause 10 and table 1 of part B of the Social & Community Services (SACS) Employees (State) Award
 - clause 5 and table 1 of part B of the Clerical and Administrative Employees (State) Award
 - clause 9 and table 1 of part B of the Miscellaneous Workers Kindergartens and Child Care Centres (State) Award
- of the parent awards.

The effect of remuneration packaging shall be that it replaces the entitlements of an employee under the provisions of;

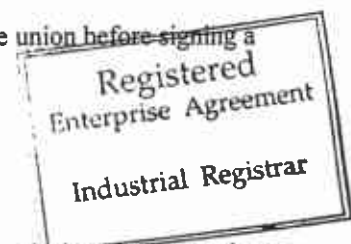
- clause 10 and table 1 of part B of the Social & Community Services (SACS) Employees (State) Award
 - clause 5 and table 1 of part B of the Clerical and Administrative Employees (State) Award
 - clause 9 and table 1 of part B of the Miscellaneous Workers Kindergartens and Child Care Centres (State) Award
- of the Parent Awards.

This shall mean that an employee will have part of their salary packaged as a fringe benefit which does not constitute a direct payment to the employee but is payable to a bona fide third party. The terms and conditions of such a package shall not, when viewed objectively, be less favourable than the entitlements otherwise available under the respective Award and shall be subject to the following provisions:

- (i) the employer shall ensure that the structure of any agreed package complies with taxation and other relevant laws;
- (ii) the employer shall confirm in writing to the employee the classification level and current salary payable as applicable to the employee under the relevant sections of the Parent Award;
- (iii) the employer shall advise the employee, in writing, of his/her right to choose payment of the salary referred to in paragraph (ii) above instead of a remuneration package;
- (iv) the employer shall advise the employee, in writing, that all Award and employment contract conditions, other than the salary shall continue to apply;
- (v) the employee may package up to the maximum limit allowable under current Fringe Benefits Tax legislation (currently \$30,000.00 grossed up) of the applicable salary described in table 1 of part B of the relevant Parent Award into a non-salary fringe benefit;
- (vi) the employee shall advise the employer, in writing, that the agreed cash component is adequate for his/her ongoing living expenses;
- (vii) where undue pressure or duress is placed on a party to enter into such a package it will be open to either party to seek relief in accordance with the grievance provisions of the relevant Parent Award;
- (viii) a copy of the Agreement shall be made available to the employee;
- (ix) the employee shall be entitled to inspect details of the payments and transactions made under the terms of this agreement and for this purpose, where such details are maintained electronically, the employee shall be provided with a print out of the relevant information;
- (x) the configuration of the remuneration package shall remain in force for the period agreed between the employee and the employer;
- (xi) in the event that the employer ceases to attract exemption from payment of Fringe Benefits Tax, all salary packaging arrangements shall be terminated and individual employees' wages will revert to those specified in table 1 of part B of the Parent Award;



- (xii) notwithstanding any of the above arrangements, the employer and/or the employee may cancel any salary packaging arrangements by the giving of one months' notice of cancellation to the other party;
- (xiii) 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 leave entitlements due on termination shall be paid at the rates in accordance with the award and/or contractual arrangements. Any outstanding benefit still due under this agreement upon termination shall be paid on or before the date of termination;
- (xiv) the calculation of entitlements concerning in service paid leave including annual, sick and long service leave, occupational superannuation and annual leave loading will be based on the value of the employee's total wage as outlined in clause 10 and table 1 of part B of the relevant Parent Award;
- (xv) Where an employee is in receipt of payments in regard to a compensable injury under the relevant Workers Compensation legislation then payment the employee shall receive, shall be calculated based upon the value of the employee's total wage as outlined in Clause 10 and Part B table 1 of the relevant Parent Award;
- (xvi) any wage increases which are granted to employees under the relevant Parent Award shall also apply to employees covered by this Agreement;
- (xvii) the employee may consult with a representative of any relevant trade union before signing a remuneration package Agreement as described in subclause 6.1.



7. Grievance and Dispute Settling Procedures

Where a dispute or grievance arises out of the operation of this Agreement it shall be dealt with in accordance with the appropriate clause of the relevant Parent Award.

8. Anti-discrimination

It is the intention of the parties to this agreement to seek to achieve the objective in sec. 3(f) of the *Industrial Relations Act 1996* to prevent and eliminate discrimination in the workplace. This includes discrimination on the grounds of race, sex, marital status, disability, homosexuality, transgender identity, age and responsibility as a carer.

It follows that in fulfilling their obligations under clause 7 (grievance and dispute settling procedures) set out in this agreement, the parties have obligations to take all reasonable steps to ensure that the operations of the provisions of this agreement are not directly or indirectly discriminatory in their effects. It will be consistent with the fulfilment of these obligations for the parties to make application to vary any provision of the agreement which, by its terms or operation, has a direct or indirect discriminatory effect.

Under the *Anti-discrimination Act 1977*, it is unlawful to victimise an employee because the employee has made or may make or has been involved in a complaint of unlawful discrimination or harassment.

Nothing in this clause is to be taken to affect:

- Any conduct or act which is specifically exempted from anti-discrimination legislation;
- Offering or providing junior rates of pay to persons under 21 years of age;
- Any act or practice of a body established to propagate religion which is exempted under sec. 56(d) of the *Anti-discrimination Act 1977*.
- A party to this agreement from pursuing matters of unlawful discrimination in any State or federal jurisdiction

This clause does not create legal rights or obligations in addition to those imposed upon the parties by the legislation referred to in this clause.

9. Leave Reserved

Leave is reserved to the parties to this agreement to discuss and introduce further agreed changes within the organisation which will enhance the efficiency and effectiveness of the organisation or enhance the conditions of employment of employees

Where agreement has been reached between the parties on these matters the agreed arrangements will be housed in a document which will form a supplementary agreement to this Agreement. This supplementary agreement shall be submitted for certification in the Industrial Relations Commission of New South Wales in accordance with the New South Wales Industrial Relations Act 1996.

Provided that this Agreement may further be varied by reference to and in accordance with the powers of the Industrial Relations Commission of New South Wales.



10. Declaration and Signatories

This Agreement has been negotiated through extensive consultation between management and the employees. The content of the Agreement has been canvassed with all parties. All parties are entering into this Agreement with full knowledge as to the content and effect of the document.



The parties declare that this Agreement:

- is not contrary to public interest;
- is not unfair, harsh or unreasonable;
- was at no stage entered into under duress, and;
- reflects the interests and desires of the parties.

SIGNED FOR AND ON BEHALF OF POLE DEPOT NEIGHBOURHOOD CENTRE INC

S. J. O'Connell DATED 18/12/01

IN THE PRESENCE OF: K. Bulagian DATED 18/12/01

Signed by the employees of POLE DEPOT NEIGHBOURHOOD CENTRE INC

<u>Jim Malon</u>	<u>18-12-01</u>	<u>[Signature]</u>
	date	Witness
<u>Vicki [Signature]</u>	<u>18-12-01</u>	<u>[Signature]</u>
	date	Witness
<u>[Signature]</u>	<u>18/12/01</u>	<u>[Signature]</u>
	date	Witness
<u>[Signature]</u>	<u>18-12-01</u>	<u>[Signature]</u>
	date	Witness
<u>K. Bulagian</u>	<u>18-12-01</u>	<u>[Signature]</u>
	date	Witness
<u>K. T. [Signature]</u>	<u>18-12-01</u>	<u>[Signature]</u>
	date	Witness
<u>Schowitz</u>	<u>18/12/01</u>	<u>[Signature]</u>
	date	Witness
<u>[Signature]</u>	<u>18/12/01</u>	<u>[Signature]</u>
	date	Witness
<u>Chapman</u>	<u>18/12/01</u>	<u>[Signature]</u>
	date	Witness
<u>[Signature]</u>	<u>18/12/01</u>	<u>[Signature]</u>
	date	Witness
<u>[Signature]</u>	<u>18/12/01</u>	<u>[Signature]</u>
	date	Witness
<u>[Signature]</u>	<u>18/12/01</u>	<u>[Signature]</u>
	date	Witness
<u>[Signature]</u>	<u>18/12/01</u>	<u>[Signature]</u>
	date	Witness