

REGISTER OF
ENTERPRISE AGREEMENTS

ENTERPRISE AGREEMENT NO: EA02/346

TITLE: Manning Support Services Inc. Enterprise Agreement 2002

I.R.C. NO: IRC02/4695

DATE APPROVED/COMMENCEMENT: 23 September 2002

TERM: 23 September 2003

NEW AGREEMENT OR
VARIATION: New

GAZETTAL REFERENCE: 6 December 2002

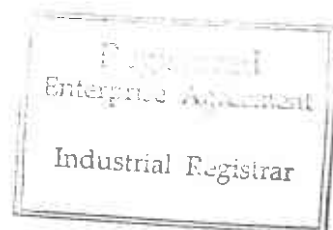
DATE TERMINATED:

NUMBER OF PAGES: 5

COVERAGE/DESCRIPTION OF

EMPLOYEES: Applies to permanent employees of Manning Support Services Inc. who fall within the coverage of the Clerical and Administrative Employees (State) Award and Building Employees - Mixed Enterprises Award

PARTIES: Manning Support Services Inc. -&- Donna Bennett, Steve Muscardin



MANNING SUPPORT SERVICES INC.

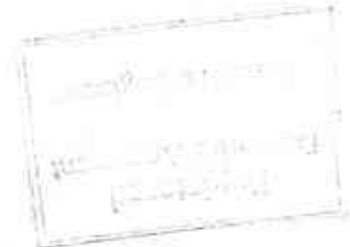
ENTERPRISE AGREEMENT

1. Title

This agreement shall be known as the *Manning Support Services Inc. Enterprise Agreement 2002*.

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 the Parent Award
9.	Terms of the Agreement
10.	Payment of Wages
11.	Dispute Resolution Procedures
12.	Signatories



3. Parties to the Agreement

This agreement is made in accordance with provisions of sections 32 – 47 of the *Industrial Relations Act 1996* and the principles for approving enterprise agreements as provided in Section 33 (1) of the Act.

The parties to this Enterprise Agreement are;

(1) The employer:

Manning Support Services Inc, PO Box 759 TAREE NSW 2430

(2) The employees:

Mario Steven Muscardin 16 Figtree Drive DIAMOND BEACH NSW 2430,

Donna Jane Bennett 242 Diamond Beach Rd DIAMOND BEACH NSW 2430

4. The Enterprise

The enterprise for which this Agreement is made is Manning Support Services Inc.

5. Intention

5.1 This agreement shall apply to all permanent staff covered by the Clerical and Administrative Employees (State) Award and the Building Employees – Mixed Enterprises (State) Award subject to Clause 8 of this agreement.

5.2 These employees are employed by Manning Support Services Inc. at the Manning office.

6. Duress

This agreement was not entered into under any duress by any party at all.

7. Incidence

7.1 Manning Support Services Inc. employees engaged under the Clerical and Administrative Employees (State) Award and the Building Employees – Mixed Enterprises Award will be covered by this Enterprise Agreement.

7.2 The aforesaid Awards shall be known as the parent Awards as applicable 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

The Agreement shall operate from the date of registration and shall remain in force for a period of one year. It shall continue in force from day – to – day thereafter until rescinded, varied or renewed.

10. Payment of Wages

10.1 Manning Support Services Inc. 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, and will utilise its Fringe Benefits exempt status when offering salary packaging to employees.

10.2 Remuneration Packaging

Where agreed between the Employer and a full – time or part – time employee under the parent Award, the Employer may introduce remuneration packaging in respect of salary as outlined in Clause 11, Table 1 Part B of the Clerical and Administrative Employees (State) Award and Clause 16, Table 1 Part B of the Building Employees – Mixed Enterprises (State) Award.

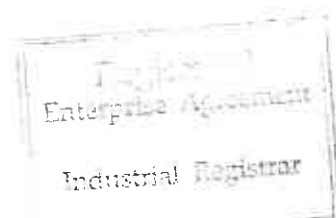
The effect of the introduction of Remuneration Packaging shall be to replace the entitlements under the provisions of Clause 11, Table 1 Part B of the Clerical and Administrative Employees (State) Award and Clause 16, Table 1 Part B of the Building Employees – Mixed Enterprises (State) Award.

The terms and conditions of such a package shall not, when viewed objectively, be less favourable than the entitlements otherwise available under the Award and shall be subject to the following provisions and contained in Annexure (1). The Annexure complies with the following principles;

- a. The Employer shall ensure that the structure of any package complies with taxation and other relevant laws;
- b. The Employer shall confirm in writing to employees covered by their parent Award the classification level under that Award, and the current salary payable as applicable to the employee under that Award;
- c. The Employer shall advise the employee, in writing of their right to choose payment of that salary referred to in paragraph (b) above instead of a remuneration package;
- d. The Employer shall advise all employees, in writing, that all the conditions of the parent Award where appropriate, other than identified in this Enterprise Agreement shall continue to apply;



- e. The employee may package a maximum of \$15450.00 of the applicable salary described in subclause (b) above to a non salary fringe benefit;
- f. The Employer will inform the employee, in writing, of the breakdown of their remuneration packaging arrangements. For this purpose, where such details are maintained electronically, the employee shall be provided with a printout of the relevant information;
- g. The employee shall advise the Employer, in writing, that their agreed cash component is adequate for his / her living expenses;
- h. A copy of the Agreement shall be made available to the employee;
- i. The configuration of the remuneration package shall remain in force for the period agreed between the employee and the Employer;
- j. The Employer must ensure that no employee accrues any benefit beyond 31st March in any financial year, and that all benefits to which an employee is entitled under these arrangements are paid prior to 31st March in a financial year;
- k. In the event that the employer ceases to attract exemption from payments of Fringe Benefits Tax, all salary packaging arrangements shall be terminated. Notice shall be given in accordance with subclause (l) below. Individual employee's wages will revert to those specified in applicable wages clauses of the parent Award;
- l. Where changes are proposed to salary packaging arrangements, or salary packaging arrangements are to be cancelled, the employee must give one month's notice and the employer must give one month's notice;
- m. 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 entitlements due on termination shall be paid at the applicable salary rates as specified in the wages clause of the parent Award. Any outstanding benefit still due under this Agreement upon termination shall be paid on or before the date of termination;
- n. The calculation of the entitlements concerning occupational superannuation and annual leave loading will be based on the value of the employee's total wage as outlined in the wages clause of the parent Award for their classification;
- o. The calculation of the entitlements concerning in service paid leave, including annual sick leave and long service leave will be based upon the value of the employee's total wage as outlined in the wages clause of the parent Award for their classification;
- p. Any wage increases which are granted to employees under the Award shall also apply to employees subject to remuneration packaging arrangements within this clause;
- q. The employee may consult with a representative of their chosen Union before signing a remuneration package agreement as described in this clause;
- r. Where an employee is entitled to receive payments in regard to a compensable injury under Worker's Compensation legislation, a reference to the worker's ordinary wage shall be calculated based upon the value of the employee's total wage as outlined in the parent Award for their classification.



11. Dispute Resolution Procedure

The parties recognise that individual and group problems will arise from time to time and that it is necessary to resolve these matters promptly, without affecting the delivery of a high standard of service. The parties to this Agreement are committed to resolving grievances and disputes through open and frank communication.

In the event of an individual or group of employees raising a grievance, or in the Event of a dispute arising out of disciplinary action or any other reason, the following procedure shall be followed:

1. The employee(s) shall discuss the matter with their direct supervisor. The supervisor shall regard any matter so raised as urgent and will make every effort to resolve the matter within 48 hours.
2. If the matter is still unresolved, then the matter should be taken to the Manager. The Manager shall regard any matter so raised as urgent and will make every effort to resolve the matter within 48 hours.
3. If the matter is still unresolved, then the matter should be taken to the Manning Support Services Inc Management Committee via a member of the Executive Committee. All matters should be in writing.
4. The Chairperson should deal with all formal grievances and disputes within 28 days. The actions and decisions of the Chairperson must be documented and a copy provided to the employee.
5. Should the matter remain unresolved the matter may be referred to the Industrial Relations Commission of NSW for conciliation and arbitration, or by agreement to a neutral third party for mediation.
6. Employees are entitled to have a representative or nominee present during any of these stages.
7. Normal work shall continue while the procedure outlined above is being followed. Except in the event that an employee is suspended for alleged misconduct, no party shall be prejudiced as to final settlement by continuing work in accordance with the dispute procedure.




12. Signatories to the Agreement

Employer

THE COMMON SEAL OF MANNING SUPPORT SERVICES INC

Was hereto duly affixed

In the presence of



Signature of Management Committee Member

9.7.02

Date

M Dallas

Signature of Management Committee Member

9.7.02

Date

Employees

DENNA BENNETT

Name



Signature

16/7/02

Date

Steve Muscardin

Name




Signature

16-7-02

Date

Witness



Signature

16.7.02

Date

MELISSA MCMURRAY 3 MAJESTIC PLE DIAMOND BEACH 2430

Full name and address of Witness

**MANNING SUPPORT SERVICES INC.
REMUNERATION PACKAGING AGREEMENT 2002**

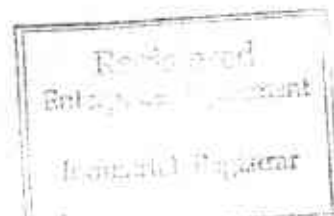
1. Title

This agreement shall be known as *The Manning Support Services Inc Remuneration Packaging Agreement 2002*.

2. Index

Clause Subject

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. Leave Reserved
9. Declaration and Signatories



3. Scope and Application

This Agreement shall be binding upon Manning Support Services Inc and the full-time and part-time employees of Manning Support Services 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 Employees (State) Award
- The Clerical and Administrative Employees (State) Award
- Building Employees – Mixed Enterprises (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 the listed subclauses of the Parent Awards

- (a) The Social and Community Services Employees (State) Award – Clause 21 and Table 1 of Part B
- (b) Clerical and Administrative Employees (State) Award - Clause 11, Table 1 Part B
- (c) Building Employees – Mixed Enterprises (State) Award - Clause 16, Table 1 Part B

The effect of remuneration packaging shall be that it replaces the entitlements of an employee under the provisions of Table 1 of the Parent Award.

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 Parent 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 Table 1 of Part B 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 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 clause 47 of the Social and Community Services (SACS) Employees (State) Award, Clause 41 of the Clerical and Administrative Employees (State) Award and Clause 8 of the Building Employees – Mixed Enterprises (State) 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 employee may cancel any salary packaging arrangements by the giving of one months' notice of cancellation to the employer;
- (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 Parent 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 Table 1 of Part B of the Parent Award;

(xv) In the event of a worker's compensation claim the employee's salary package may be suspended for the duration of the claim. The claim will be based on the agreed value of the employee's total wage as outlined in the subclause listed at 6.1 of the Parent Award

(xvi) any wage increases which are granted to employees under the 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

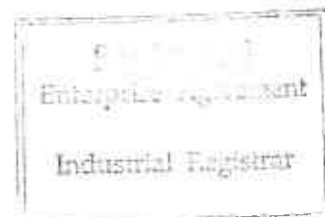
Where a dispute or grievance arises out of the operation of this Agreement it shall be dealt with in accordance with clause 47 of the Social and Community Services (SACS) Employees (State) Award, Clause 41 of the Clerical and Administrative Employees (State) Award and Clause 8 of the Building Employees – Mixed Enterprises (State) Award;

8. 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.

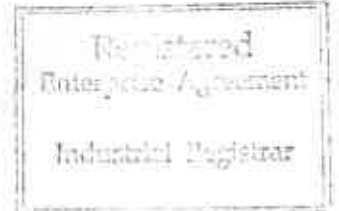


9. Declaration and Signatories

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.



Employer

THE COMMON SEAL OF MANNING SUPPORT SERVICES INC.

Was hereto duly affixed

In the presence of

Signature of Management Committee Member

30.7.2002.

Date


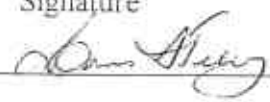
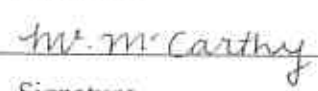
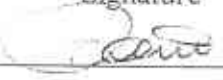
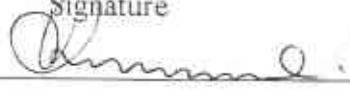
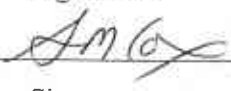
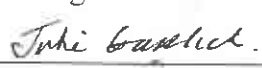

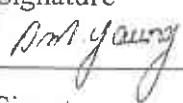
Signature of Management Committee Member

30.7.2002.


Date

Employees

Peter Quinn	<i>Peter Quinn</i>	9/7/02
Name	Signature	Date
Noelene Whatman	<i>Noelene Whatman</i>	11/7/02
Name	Signature	Date
Josephine Montgomery-Smith	<i>J.M.S.</i>	11/7/02
Name	Signature	Date
Karen Rudge	<i>K. Rudge</i>	11/7/02
Name	Signature	Date
MARY PILGRIM	<i>m. pilgrim</i>	11-7-02
Name	Signature	Date
BARBARA BEATTIE	<i>B. Beattie</i>	11.7.02
Name	Signature	Date
PATRICIA RYAN	<i>P. J. Ryan</i>	11.7.02
Name	Signature	Date
NICOLE JACKSON-RYAN	<i>N. Jackson-Ryan</i>	11/7/02
Name	Signature	Date
MELISSA MCMURRAY	<i>M. McMurray</i>	11/7/02.
Name	Signature	Date

X	WAL HOEGERER		29/7/02
	Name	Signature	Date
7	MAVIS TERSTEEU		25/07/02
	Name	Signature	Date
	MARY M'CARTHY		22/7/02
	Name	Signature	Date
	LYNETTE WALK		18/7/02
	Name	Signature	Date
	DONNA BENNETT		16/7/02
	Name	Signature	Date
	Annabel Cox		16/7/02
	Name	Signature	Date
	Juki Gurtich		16/7/02
	Name	Signature	Date
	Steve Muscardin		15-7-02
	Name	Signature	Date
	Dianne Maree Young		9.7.02
	Name	Signature	Date

Witness

	29-7-02
Signature	Date

MELISSA MCMURRAY, 3 MAJESTIC PLACE DIAMOND BEACH NSW 2430
 Full name and address of Witness