

REGISTER OF ENTERPRISE AGREEMENTS

ENTERPRISE AGREEMENT NO: EA06/97

TITLE: **Salvation Army NSW Salary Sacrifice Agreement 2006**

I.R.C. NO: IRC6/433

DATE APPROVED/COMMENCEMENT: 17 February 2006 / 17 February 2006

TERM: 24

**NEW AGREEMENT OR
VARIATION:** New.

GAZETTAL REFERENCE: 17 March 2006

DATE TERMINATED:

NUMBER OF PAGES: 7

COVERAGE/DESCRIPTION OF

EMPLOYEES: The agreement applies to all NSW employees employed by the Salvation Army Australia Eastern Territory Social Work and the Salvation Army Australia Eastern Territory General Work, located at 140 Elizabeth Street, Sydney NSW 2000, who fall within the coverage of the following awards: Health, Fitness and Indoor Sport Centres (State) Award; Journalists (Specialist Publications) (State) Award 1996; Motels, Accommodation and Resorts, &c. (State) Award; Shop Employees (State) Award; Textile Industry (State) Award; Transport Industry - Mixed Enterprises Interim (State) Award and the Transport Industry - Retail (State) Award 1999.

PARTIES: Salvation Army -&- the Liquor, Hospitality and Miscellaneous Union, New South Wales Branch, Media, Entertainment and Arts Alliance New South Wales, Shop, Distributive and Allied Employees' Association, New South Wales, Transport Workers' Union of New South Wales

THE SALVATION ARMY NSW SALARY SACRIFICE AGREEMENT 2006

1. Title

This agreement shall be known as the

The Salvation Army NSW Salary Sacrifice Agreement 2006.

2. Index

Clause No:	Subject Matter
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3. Scope and Application

3.1 This Agreement shall apply to all NSW employees of The Salvation Army Australia Eastern Territory Social Work (TSAAETSW), and The Salvation Army Australia Eastern Territory General Work (TSAAETGW.)

3.2 The parties to this Agreement are -

The Salvation Army Eastern Territory Social Work (TSAAETSW), and The Salvation Army Australia Eastern Territory General Work (TSAAETGW)

and

Staff employed by The Salvation Army Eastern Territory Social Work (TSAAETSW), and The Salvation Army Australia Eastern Territory General Work (TSAAETGW) in NSW whose conditions of employment are covered by the above mentioned Awards.

This agreement shall be binding upon The Salvation Army Social Work (TSAAETSW), and The Salvation Army Australia Eastern Territory General Work (TSAAETGW) and employees of The Salvation Army in NSW and other employees covered by the Awards mentioned in clause 5.

4. Date of Operation

This agreement shall operate from the of the first pay period to commence on or after the date of certification of this agreement and shall operate for a period of two (2) years

5. Relationship to Parent Award

The Parent Awards applying to employees are:

Health Fitness and Indoor Sports Centres State Award
Journalists (Specialist Publications) State Consolidated Award
Motels, Accommodation and Resorts State Award
Shop Employees (Interim) State Award
Textile Industry Award 2000
Transport Industry - Mixed Enterprises State Award
Transport Industry - Retail 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. Objectives of the Agreement

The objectives of this agreement are to:

- 6.1 enable the employer to convert, by agreement in writing with an employee, a component of the employee's ordinary time salary to packaged benefits; and
- 6.2 attract and retain employees within the stable industrial relations framework that exists at the enterprise.
- 6.3 The parties entering into this agreement are committed to working together to establish an Salvation Army agreement that incorporates all the Awards subject to and mentioned in this agreement.

7. Salary Packaging

- 7.1. Where agreed between the employer and an employee, an employer may offer salary packaging in respect of the employee's annual remuneration (salary). Neither the employer nor the employee may be compelled to enter into a salary packaging agreement.
- 7.2. Salary packaging shall mean that the employee will have part of their salary packaged into a fringe benefit which does not constitute a direct payment to the employee but is payable to a bona fide third party.
- 7.3. The terms and conditions of such a package shall not, when viewed objectively, be less favourable than the entitlements otherwise available under the appropriate Award and shall be subject to the following provisions:
 - a. the employer shall ensure that the structure of any agreed remuneration package complies with taxation and other relevant legislation;
 - b. where there is an agreement to salary package, the agreement shall be in writing and a copy provided to the employee;
 - c. the employee shall have access to details of the payments and transactions made on their behalf, including those payments by a third party.
 - d. the employer has the right to vary or withdraw from a salary packaging agreement and/or withdraw from offering salary packaging in the event of changes to the operation of legislation that are detrimental to, or increase the costs of, salary packaging arrangements;
 - e. in the event that the employer withdraws from a salary packaging agreement, the individual employee's salary will revert to whichever is the higher of:

- i the ordinary time rate of pay that applies to the employee prior to the commencement of a salary packaging agreement; or
 - ii the applicable rate specified in Rates of Pay table of the relevant Parent Award/Industrial Agreement
- f. notwithstanding any of the above arrangements, the employer or employee may cancel any salary packaging agreements by the giving of one month's notice of cancellation to the other party;
- g. Superannuation Guarantee Contributions will be calculated with reference to the ordinary time rate of pay the employee would have been entitled to receive but for the salary packaging arrangement;
- h. any allowance, penalty rates , overtime, payment for unused leave entitlements and other entitlements shall be calculated by reference to the ordinary time rate of pay which would have applied to the employee but for the salary packaging arrangement;
- i. unless there is agreement between the employer and the employee to the contrary, all salary packaging arrangements shall cease during any period of leave without pay, including periods of unpaid sick leave.

8. Financial Counselling and advice

- 8.1 Financial counselling and advice in relation to participation in salary packaging and salary sacrifice shall be the responsibility of employees.
- 8.2 Where participation by an employee in salary packaging or salary sacrifice arrangements has the effect of reducing or withdrawing any personal benefits available to the employee or increasing financial obligations of an employee under any legislation of the State or Commonwealth Governments, the employer will not be liable to make up by payment of additional salary or in any other form those reduced or lost benefits or increased financial obligations.

9. 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 Grievance and Dispute Settling Procedures in the parent award.

10. 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 responsibilities as a carer.

It follows that in fulfilling their obligations under clause 8 (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 of 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 rights or obligations in addition to those imposed upon the parties by the legislation referred to in this clause.

11. 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 toe 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 supplementary agreement to this Agreement. This supplementary agreement shall be submitted for certification in the Industrial Relations Commission of NSW in accordance with the NSW *Industrial Relations Act 1996*.

12. Declaration and Signatories

This agreement has been negotiated through extensive consultation between management and the parties. 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.

The Employer
Signed for and on behalf of)
The Salvation Army)
) [signature]
)
.....
 [print full name]

In the presence of:)
)
) [signature]
)
.....
 [print full name]

The Unions

Liquor Hospitality Miscellaneous Workers Union

1. Signed for and on behalf of)
Employees)
) [signature]
)
.....
 [print name of employee]

In the presence of:)
)
) [signature]
)
.....
 [print full name]

Australian Workers Union

2. Signed for and on behalf of)
Employees)
) [signature]
)
.....
 [print name of employee]

In the presence of:)
)
) [signature]
)
.....
 [print full name]

CFMEU

3. Signed for and on behalf of)
Employees)
) [signature]
)
.....
 [print name of employee]

In the presence of:)
)
) [signature]
)
.....
 [print full name]

Media Entertainment and Arts Alliance

4. Signed for and on behalf of)
Employees)
)
)
.....
[print name of employee]

.....
[signature]

In the presence of:)
)
)
)
.....
[print full name]

.....
[signature]

Shop Distributive and Allied Employees Association

5. Signed for and on behalf of)
Employees)
)
)
.....
[print name of employee]

.....
[signature]

In the presence of:)
)
)
)
.....
[print full name]

.....
[signature]

National Union of Workers

6. Signed for and on behalf of)
Employees)
)
)
.....
[print name of employee]

.....
[signature]

In the presence of:)
)
)
)
.....
[print full name]

.....
[signature]

Textile Clothing and Footwear Union of Australia

7. Signed for and on behalf of)
Employees)
) [signature]
)
.....
 [print name of employee]

In the presence of:)
)
) [signature]
)
.....
 [print full name]

Transport Workers Union

9. Signed for and on behalf of)
Employees)
) [signature]
)
.....
 [print name of employee]

In the presence of:)
)
) [signature]
)
.....
 [print full name]