

**REGISTER OF  
ENTERPRISE AGREEMENTS**

**ENTERPRISE AGREEMENT NO: EA99/229**

**TITLE: Myrtle Cottage Group for the Physically Disabled Inc.  
Remuneration Packaging Agreement 1998**

**I.R.C. NO: 99/147**

**DATE APPROVED/COMMENCEMENT: 26 July 1999 and commenced from the beginning of the first pay period to commence on or after 31 May 1999.**

**TERM: 12 months**

**NEW AGREEMENT OR  
VARIATION: New**

**GAZETTAL REFERENCE:**

**DATE TERMINATED:**

**NUMBER OF PAGES: 4**

**COVERAGE/DESCRIPTION OF**

**EMPLOYEES:** Applies to employees of Myrtle Cottage Group for the Physically Disabled Inc who are covered by either the Social and Community Services Employees State Award or the Transport Industry Motor Bus Drivers and Conductors (State) Award

**PARTIES:** Myrtle Cottage Group for the Physically Disabled Inc -&- John Agius, Melanie Chivas, Michelle Cumow, Tania Downie, Merilyn Gear, Sandra Hand, Carol Harrison, Allan Kavanagh, Lucinda Kumaran, Rita McCarvil

**THE MYRTLE COTTAGE GROUP for the PHYSICALLY DISABLED INC.  
REMUNERATION PACKAGING AGREEMENT 1998**



**1. Title**

This agreement shall be known as the Myrtle Cottage Group for the Physically Disabled inc. Remuneration Packaging Agreement 1998.

**2. Index**

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**3. Scope and Application**

This Agreement shall be binding upon Myrtle Cottage Group for the Physically Disabled inc. and the employees of Myrtle Cottage Group for the Physically Disabled 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 and
  - The Transport Industry Motor Bus Drivers and Conductors (State) Award
- and any subsequent variation of these Awards.

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 tables 1 of parts B of the Parent Awards. This shall mean that an 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. The terms and conditions of such a package shall not, when viewed objectively, be less favourable than the entitlements otherwise available under this 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 tables 1 of parts B of the Parent Awards;



- (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 conditions, other than the salary shall continue to apply;
- (v) the employee may package up to a maximum of 40% of the applicable salary described in tables 1 of parts B of the Parent Awards 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 34 of the Social and Community Services (SACS) Employees (State) Award and clause 27 of the Transport Industry Motor Bus Drivers and Conductors (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) the employer must ensure that no employee accrues any benefit beyond 30 June in any financial year and that all benefits to which an employee is entitled to under these arrangements are paid prior to 30 June in any financial year;
- (xii) 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 tables 1 of parts B of the Parent Awards;
- (xiii) 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;
- (xiv) 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 this schedule. Any outstanding benefit still due under this agreement upon termination shall be paid on or before the date of termination;
- (xv) the calculation of entitlements concerning occupational superannuation and annual leave loading will be based on the value of the employee's total wage as outlined in tables 1 of parts B of the Parent Awards;
- (xvi) any wage increases which are granted to employees under the Parent Awards 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 either clause 34 of the Social and Community Services (SACS) Employees (State) Award or clause 27 of the Transport Industry Motor Bus Drivers and Conductors (State) Award, depending on which Parent Award applies.



### **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.

SIGNED FOR AND ON BEHALF OF MYRTLE COTTAGE GROUP for the PHYSICALLY DISABLED INC.

Eric Leonard Beth DATED 12/1/99

IN THE PRESENCE OF: A Kavanagh DATED 12/1/99

Signed by the employees of MYRTLE COTTAGE GROUP for the PHYSICALLY DISABLED INC.

[Signature]  
John Agius

23-12-98  
date

[Signature]  
Witness

[Signature]  
Melanie Chiv

23.12.98  
date

[Signature]  
Witness

[Signature]  
Michelle Curnow

23/12/98  
date

[Signature]  
Witness

[Signature]  
Tania Downie

23/12/98  
date

[Signature]  
Witness

[Signature]  
Meryl Gear

23.12/98  
date

[Signature]  
Witness

[Signature]  
Sandra Hand

23/12/98  
date

[Signature]  
Witness

[Signature]  
Carol Harrison

23/12/98  
date

[Signature]  
Witness

[Signature]  
Allan Kavanagh

23/12/98  
date

[Signature]  
Witness

[Signature]  
Lucinda Kumaran

23/12/98  
date

[Signature]  
Witness

[Signature]  
Rita McCarvil

23/12/98  
date

[Signature]  
Witness

