

**REGISTER OF  
ENTERPRISE AGREEMENTS**

**ENTERPRISE AGREEMENT NO: EA99/88**

**TITLE: Youth Angle Inc. Remuneration Packaging Enterprise Agreement 1998**

**I.R.C. NO: 99/88**

**DATE APPROVED/COMMENCEMENT: 28 January 1999**

**TERM:**

**NEW AGREEMENT OR  
VARIATION: New**

**GAZETTAL REFERENCE:**

**DATE TERMINATED: 28 January 99**

**NUMBER OF PAGES: 4**

**COVERAGE/DESCRIPTION OF**

**EMPLOYEES: Applies to full-time and part-time employees classified as Social Welfare Workers and Clerical and Administrative employees employed at Youth Angle Inc**

**PARTIES: Youth Angle Inc -&- Australian Services Union of N.S.W.**



**THE YOUTH ANGLE INC. REMUNERATION PACKAGING ENTERPRISE  
AGREEMENT 1998**



**1. Title of Agreement**

The title of this agreement is the Youth Angle Inc. Remuneration Packaging Enterprise Agreement 1988.

**2. Parties to the Agreement**

(a) The enterprise agreement is made in accordance with:

- (i) the provisions of sections 32 - 47 of the Industrial Relations Act 1996; and
- (ii) the Principles for approving enterprise agreements as provided by section 33(1) of the Act.

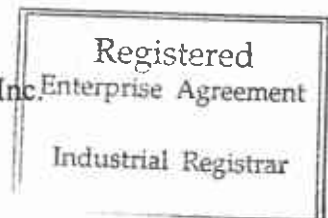
(b) The parties to this enterprise agreement are Youth Angle Inc ("the Employer")

and

the Australian Services Union ("the ASU")

**3. The Enterprise**

The Enterprise for which this agreement is made is Youth Angle Inc.



**4. Intention**

This agreement shall apply to full-time and part-time employees classified as Social Welfare Workers and Cleric and Administration employees.

**5. Duress**

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

**6. Incidence**

- (a) The agreement shall regulate partially the terms and conditions of employment previously regulated by the Social and Community Services (SACS) Employees (State) Award 1992 ("the SACS Award") and the Clerical and Administrative Employees (State) Award ("the Clerical Award"), together "the Awards", and any subsequent variations of the Awards.
- (b) Apart from clauses specified in this agreement all other clauses of the SACS Award and the Clerical Award shall apply to the relevant employees. In the event of any inconsistency this agreement shall prevail to the extent of the inconsistency.

## 7. **Dispute Resolution Procedure**

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 procedures of the Awards. For employees otherwise covered by the SACS Award, clause 34, 'Grievance and Dispute Settling Procedure' will apply. For employees otherwise covered by the Clerical Award, clause 41, 'Dispute Avoidance and Grievance Procedure' shall apply.

## 8. **Term**

This agreement shall operate from the day of approval and shall remain in force for a period of 12 months unless varied or terminated earlier by the provisions provided by the Industrial Relations Act 1996.

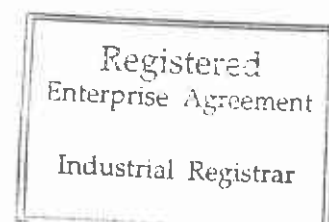
## 9. **Anti-Discrimination**

The parties agree to interpret and apply the provisions of this agreement in a manner which is not in breach of the Anti-Discrimination Act 1977.

## 10. **Remuneration Packaging**

- Registered  
Enterprise Agreement
- (a) The Employer 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. The Employer will use its Fringe Benefit Tax exempt status when offering remuneration packaging to employees.
- (b) Where agreed between the Employer and a full-time or part-time employee under the SACS Award, the Employer may introduce remuneration packaging in respect of salary as outlined in clause 10 and Table 1 Part B of that Award, and for employees otherwise covered by the Clerical Award, in respect of salary as outlined in clause 2 and Part B of that Award. The terms and conditions of such a package shall not, when viewed objectively, be less favourable than the entitlements otherwise available under the Awards and shall be subject to the following provisions:
- (i) the Employer shall ensure that the structure of any package complies with taxation and other relevant laws;
  - (ii) the Employer shall confirm in writing to employees covered by the SACS Award the classification level under clause 2 of the Award, and the current salary payable as applicable to the employee under clause 10 and Table 1 of Part B of that Award;
  - (iii) the Employer shall confirm in writing to employees covered by the Clerical Award the classification level under clause 5 of the Award, and the current salary payable as applicable to the employee under clause 2 and Part B of that Award;
  - (iv) the Employer shall advise the employee, in writing of his/her right to choose payment of that salary referred to in paragraph (ii) above instead of a remuneration package;

- (v) the Employer shall advise all employees, in writing, that all the conditions of the SACS Award or the Clerical Award, where appropriate, other than the salary rates, shall continue to apply;
- (vi) the employee may package a maximum of thirty percent (30%) of the applicable salary described in subclauses (ii) or (iii) above, to a non salary fringe benefit;
- (vii) 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;
- (viii) the employee shall advise the Employer, in writing, that their agreed cash component is adequate for his/her living expenses;
- (ix) a copy of the agreement shall be made available to the employee;
- (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;
- (xi) in the event that the employer ceases to attract exemption from payment of Fringe Benefits Tax, all salary packaging arrangements shall be terminated. Notice shall be given in accordance with subclause (xii) below. Individual employee's wages will revert to those specified in clause 10, Table 1 of Part B of the SACS Award or those specified in clause 2, Part B of the Clerical Award, where appropriate;
- (xii) where changes are proposed to salary packaging arrangements, or salary packaging arrangements are to be cancelled, then the employee must give one month's notice, and the employer must give one month's notice.
- (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 entitlements due on termination shall be paid at the applicable salary rates as specified in clause 10, Table 1 of Part B of the SACS Award or those specified in clause 2, Part B of the Clerical Award, where appropriate. Any outstanding benefit still due under this agreement upon termination shall be paid on or before the date of termination;
- (xiv) 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 clause 10 Part 1 Table B of the SACS Award or clause 2 Part B of the Clerical Award, where appropriate;
- (xv) any wage increases which are granted to employees under the Award shall also apply to employees subject to remuneration packaging arrangements within this clause;



(xvi) the employee may consult with a representative of the ASU before signing a remuneration package agreement as described in this clause.

**11. Signatories to the Agreement**

Signed for and on behalf of the Employer

W. Gady  
Signature

WARRICK GADY - CHAIRPERSON  
Printed name and occupation

7th December 1998  
Date

and,

Signed for and on behalf of the Australian Services Union



Alison Peters  
Signature

Alison Peters - Branch Secretary

9th December 1998  
Date