

**REGISTER OF  
ENTERPRISE AGREEMENTS**

**ENTERPRISE AGREEMENT NO: EA00/303**

**TITLE: North West Disability Services Inc (NWDS)(Salary Packaging)  
Enterprise Agreement 2000**

**I.R.C. NO: 2000/585**

**DATE APPROVED/COMMENCEMENT: 13 October 2000**

**TERM: 24 months**

**NEW AGREEMENT OR  
VARIATION: New**

**GAZETTAL REFERENCE: 17/11/00**

**DATE TERMINATED:**

**NUMBER OF PAGES: 9**

**COVERAGE/DESCRIPTION OF**

**EMPLOYEES:** Applies to all permanent employees employed pursuant to the Social and Community Services (State) Award and the Clerical and Administrative Employees (State) Award

**PARTIES:** North West Disability Services Inc -&- Tharwat Attalla, Tammy Balderston, Phillip Barden, Tanya Beaumont, Vivienne Caleo, Jenny Callaghan, Kirsty Clarke-Bruce, Kylie Davies, Raelene Edwards, Marama Hawkins, Eunice Hnitko, Doreen Kitching, Chi Hung Li, Keiran Logan, Stephanie MacNab, Shane May, Jennifer McKinder, Deborah Mills, Christopher Papas, Tracey Pinto, Barry Roe, Cathy Stirk



**- ENTERPRISE AGREEMENT -**  
**BETWEEN**  
**NORTH WEST DISABILITY SERVICES INC**  
**AND**  
**EMPLOYEES**

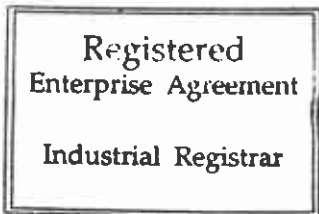
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**1. TITLE OF AGREEMENT**

This agreement shall be known as the North West Disability Services Inc. (NWDS)(Salary Packaging) Enterprise Agreement – 2000.

**2. ARRANGEMENT**

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**3. PURPOSE OF THIS AGREEMENT**

The parties to this agreement wish to register an agreement that allows the parties to negotiate and enter into mutually beneficial salary packaging arrangements.

The parties to this agreement are the North West Disability Services Inc. ('NWDS'); and all permanent employees employed within the scope of the *Social and Community Services (State) Award* and /or the *Clerical and Administrative Employees (State) Award* ('the Awards').

**4. RELATIONSHIP TO PARENT AWARDS**

It has been determined by the parties to this Enterprise Agreement that the Agreement shall be read and interpreted wholly in conjunction with the *Social and Community Services (State) Award* and the *Clerical and Administrative Employees (State) Award* ('the Awards') and provided that

where there is any inconsistency, this Enterprise Agreement shall take precedence unless otherwise specified.

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**5. SALARIES AND AWARD WAGES**

- (a) The employee's minimum rate of pay shall be the appropriate award rate of pay, as set out in Table One of this Agreement.
- (b) The rates of pay in Table 1 of the Agreement shall be varied in accordance with any increase in award rates of pay, by way of State Wage Case decision or otherwise.

**6. SALARY PACKAGING**

NWDS and a full-time or part-time permanent employee may reach an agreement to package up to 50% (but not exceeding the maximum allowable under FBT law) of the employee's real wage to a non-salary fringe benefit, to be implemented as follows;

- (a) A proportion of the employee's salary will be received by the employee as money, and a proportion will be received in the form of a non-salary fringe benefit.
- (b) The employee shall advise the employer in writing, that the agreed cash component is adequate for his/her ongoing living expenses.
- (c) A copy of the agreement shall be made available to the employee, provided that the contents of the employee's salary package will remain confidential to the parties.
- (d) NWDS shall ensure the structure of any package complies with relevant taxation laws. This includes acceptance of any Fringe Benefits tax ('FBT') liability arising out of an agreed salary package. It is the intention of the provision of Fringe Benefits that they will be cost neutral to the organisation. In the event that the employer ceases to attract exemption from payment of Fringe Benefit Tax, all salary packaging arrangements, following 1 months notice, shall be terminated and individual employees' wages will revert to the appropriate award rate.
- (e) All award conditions other than rates of pay shall continue to apply.
- (f) NWDS's process for calculating Salary Packaging is attached to the Agreement as Annexure 1.
- (g) Expense items claimed should be principally applicable to, or the direct responsibility of the employee. The following expenses may be deemed to be a fringe benefit for the purposes of this Agreement:

1. Payment of mortgage or rent
2. Payment of rates and utilities
3. Payment of property and life/health insurances
4. Payment of motor vehicle costs and related expenses
5. Personal loan repayments
6. Payment of credit card expenses, for cards without cash advance facilities.
7. Payment of personal Superannuation contributions.
8. Payment of other genuine expenses by agreement with the appropriate nominated officer.

(h) An expense which may be claimed as a tax deduction may not be claimed as a fringe benefit.

(i) An employee who has entered into a salary packaging agreement under this clause must provide a copy of relevant invoices, or accounts, to the satisfaction of NWDS in order to claim the expense as a fringe benefit.

(j) It is intended that no employee who enters into a salary package agreement under this clause will suffer a net detriment in their terms and conditions of employment. As such;

1. If the total value of the salary package received by the employee is less than what the employee would have been paid if the employee had been remunerated under the Award in any financial year, NWDS shall pay the employee an amount being the difference between the total remuneration received by the employee and what the employee would have earned under the Award in that financial year.
2. For the purposes of Clause 6 (i) (1), a "financial year" means from 1 July in one year and 30 June in the immediately following year. Any payment made by NWDS in accordance with Clause 6 (i) (1) shall be made in the first pay period on or after 1 July in each year.
3. All other entitlements under the Awards (other than paid leave entitlements), and superannuation will be calculated by reference to the rate of pay Column A of Table One.

4. A salary package agreement reached pursuant to this clause shall be regarded as ordinary pay for the purposes of paid leave entitlements such as public holidays, annual leave, long service leave and personal/carer's leave.
5. Where an employee is in receipt of payments in regard to a compensable injury under the relevant Workers Compensation legislation then the employee shall receive payment, that shall be calculated based upon the value of the employees total wage as outlined in Clause 10 and Part B Table 1 of the Social and Community Services (SACS) Employees (State) Award and/or Clause 2 and Part B Table 1 of the Clerical and Administrative Employees (State) Award, whichever is appropriate.

(k) With NWDS' agreement, and providing at least 1 month's notice is given, an employee may;

1. change the components of the salary package agreement under this clause; or
2. elect to discontinue salary packaging arrangements, and revert to the appropriate award rate of pay.

(l) In the event the employee ceases employment with the employer:

- (a) this agreement will cease as at the date of termination of employment; and
- (b) any outstanding benefit still due pursuant to this agreement, shall be paid on or before the date of termination.

## **(7) GRIEVANCE DISPUTES SETTLING PROCEDURE**

The parties to this agreement are committed to resolving grievances through open communication and to achieve a prompt resolution of any grievance. A grievance shall be dealt with in the following manner;

- (a) The employee(s) shall attempt to solve the grievance with their immediate supervisor.
- (b) Should the matter remain unresolved, or where discussion with the immediate supervisor would be inappropriate, the employee(s) will notify the Manager or a nominated person of the grievance.

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- (c) The Manager or nominated person shall arrange a meeting with the employee within 7 days of the notification, or as otherwise agreed to attempt a resolution of the grievance.
- (d) The employee will be entitled to have a union representative or nominee present during any of these stages.
- (e) Should the matter remain unresolved the matter may be referred to the Industrial Relations Commission of NSW for conciliation and arbitration, in accordance with the *Industrial Relations Act 1996*.
- (f) While the above procedure is being followed, work will continue normally where it is agreed there is an existing practice, but in other cases work will continue on the manager's instruction. No party will be prejudiced as to the final settlement by continuation of work.

**(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.

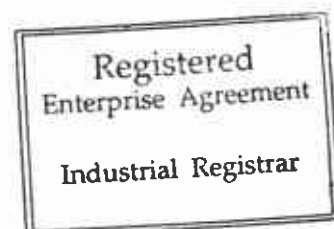
Provided that this Agreement may further be varied by reference to and in accordance with the powers of the Industrial Relations Commission of New South Wales.

**(9) TERM OF AGREEMENT**

This Agreement shall have a nominal term of 2 years.

**(10) DURESS**

This Enterprise Agreement has not been entered into under duress by any of the parties.



(11) SIGNATORIES TO AGREEMENT

Signed for and behalf of NWDS:

*D. Sewell*  
(Name) DOUGLAS SEWELL

18/7/00  
(Date)

*D. Richter*  
(Witness) DEBORAH RICHTER

18/7/00  
(Date)

Signed by (on behalf of all permanent employees)

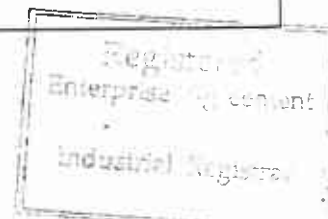
*K. MacKenzie*  
(Name) Kylie MacKenzie

18/7/00  
(Date)



**TABLE 1 - RATES OF PAY**

<b>CLASSIFICATION</b>	<b>Column A RATE OF PAY PER ANNUM \$</b>
<b>Social Welfare Assistant</b>  Year 1 Year 2 Year 3	  20,431 21,431 22,431
<b>Social Welfare Worker Category 1</b>  Year 1 Year 2 Year 3 Year 4	  24,331 25,538 26,768 27,998
<b>Social Welfare Worker Category 2</b>  Year 1 Year 2 Year 3 Year 4 Year 5	  29,123 30,353 31,479 32,709 33,939
<b>Social Welfare Worker Category 3</b>  Year 1 Year 2 Year 3 Year 4	  35,169 36,399 37,629 38,754
<b>Clerical/Administrative Employee</b>  Grade 1 Grade 2 Grade 3 Grade 4 Grade 5	<b>Rate of Pay Per Week</b> <b>\$</b>  439.60 460.50 492.20 533.90 592.50





## SALARY PACKAGING ENTERPRISE AGREEMENT

## Clause 6 – Salary Packaging

The Agreement provides an elective mechanism for each employee to enter into an agreed salary package, to package up to 50% of the employee's existing salary to non-cash fringe benefits. The partners have identified salary packaging as their preferred method of increasing income.

The parent awards contain no such provision.

The intention of the agreement is to attract, retain and reward good performing employees. The net effect of this provision is that an employee, by electing to enter into a salary packaging agreement will receive a salary that has a gross value in excess of the minimum award rate of pay in the relevant award.

## Example 1:

Social Welfare Worker Category 2, Year 1, Full time

(Rate of pay per annum = \$28,341, packaging 30%)

Award	\$	Enterprise Agreement
Weekly rate of pay =	\$543.56	Weekly rate of pay = \$543.56 (a) $(\$543.56 \times 0.7)^*$ = \$380.49 (b) $(\$543.56 \times 0.3)^{**}$ = \$163.07
PAYG Tax =	\$ 104.01	PAYG Tax = \$ 53.04
Net Pay per week	\$ 439.55	Net Pay per week = \$ 490.52

\* where (a) equals the cash component of the employees salary package.  
Only (a) is subject to PAYG tax.

\*\* where (b) equals the proportion of salary attributed to non cash fringe benefits.

In this example, the enterprise agreement can provide a Category 2, Year 1 employee with a salary package that is \$50.97 per week, or 11.6% in excess of the employee's net weekly wage under the award.

PAYG tax rates are sourced from the Income TAX instalments Weekly Rates publication of the Australian Taxation Office, Effective from 1 July 1988.

Example 2: see over



Example 2:

Social Welfare Worker Category 2, Year 1, Full time

(Rate of pay per annum = \$28,341, packaging 50%)

Award	\$	Enterprise Agreement
Weekly rate of pay =	\$543.56	Weekly rate of pay = \$543.56 (a) $(\$543.56 \times 0.5)^*$ = \$271.78 (b) $(\$543.56 \times 0.5)^{**}$ = \$271.78
PAYG Tax =	\$ 104.01	PAYG Tax = \$ 30.03
Net Pay per week	\$ 439.55	Net Pay per week = \$ 513.53

\* where (a) equals the cash component of the employees salary package. Only (a) is subject to PAYG tax.

\*\* where (b) equals the proportion of salary attributed to non cash fringe benefits.

In this example, the enterprise agreement can provide a Category 2, Year 1 employee with a salary package that is \$ 73.98 per week, or 16.83 % in excess of the employee's net weekly wage under the award.

PAYG tax rates are sourced from the Income TAX instalments Weekly Rates publication of the Australian Taxation Office, Effective from 1 July 1988.

