

6420-16 7.02 03

**REGISTER OF
ENTERPRISE AGREEMENTS**

ENTERPRISE AGREEMENT NO: EA02/369

TITLE: Centacare Archdiocese of Sydney Salary Packaging Enterprise Agreement 2002

I.R.C. NO: (N2/36) IRC2/6614

DATE APPROVED/COMMENCEMENT: 6 December 2002

TERM: (6 December 2005) 36 months

NEW AGREEMENT OR VARIATION: New

GAZETTAL REFERENCE: 7 February 2003

DATE TERMINATED:

NUMBER OF PAGES: 5

COVERAGE/DESCRIPTION OF EMPLOYEES: Applies to all employees of Centacare Catholic Community Services, Archdiocese of Sydney, who fall within the coverage of the Clerical and Administrative Employees (State) Award

PARTIES: The Trustees of the Roman Catholic Church for the Archdiocese of Sydney -& Violeta Alemania, Patricia Bennett, Susan Bloomfield, Binh Diem Cao, Rita Tania Chapman, Jana Chidiac, Sharron San Clifford, Lucia Cobden, Margaret Criniti, Teresa Culjak, Antoniet Dalla Betta, Genevieve Ma Edwards, Amy Ettridge, Annette Eni Farrugia, Karolina Ferkula, Susan Frasca, Margaret An Gardiner, Naomi Gardner, Maree Grant, Rebecca Jayne Halley, Leza Kather Hamester, Margaret Har-Clark, Mary Carmen Jazzini, Elizabeth Kearney, Toni Mary Landrey, Helen Le Bich Ha, Eileen McCarthy, Christine McDade, Bronwyn Dale McKay, Karen Patric Mikhael, Amanda Ogden, Nosheen Ostadabbas, Svetlana Otovic, Teresa Partynski, Linda Michell Peters, Elisa Glori Reynolds, Mandy Jayne Schumak, Narelle Pat Shortall, Sidny Ivonne Soto, Ronda Stanley, Judith Mary Taylor, Lutgarda Da Tempora, Hien To Nhna, lolanda S Trovatello, Julie Adele West, Dawn Elaine Zygadlo, Judith Gai king

Registered
Enterprise Agreement
Industrial Registrar

Centacare Catholic Community Services, Archdiocese of Sydney Salary Packaging Enterprise Agreement 2002

Clause No.	Subject Matter	Arrangement
1.	Title	
2.	Parties to the Agreement	
3.	Scope of the Agreement	
4.	Award	
5.	Other Conditions of Employment	
6.	Salary Packaging	
7.	Payment of Salary	
8.	Dispute Avoidance and Grievance Procedure	
9.	Duress	
10.	Term	



1. Title

This Agreement shall be known as the Centacare Archdiocese of Sydney Salary Packaging Enterprise Agreement 2002 (**Agreement**).

2. Parties to the Agreement

This Agreement is made between Centacare Catholic Community Services, Archdiocese of Sydney (**Employer**) and the employees of the Employer covered by the *Clerical and Administrative Employees (State) Award* (**Employees**).

3. Scope of Agreement

This Agreement shall apply to all Employees employed by the Employer on or after the date of registration of this Agreement who are covered by the Award as defined in Clause 4 of this Agreement who request to enter into salary packaging on or after the date of registration of this Agreement.

4. Award

The relevant Award is the *Clerical and Administrative Employees (State) Award*.

5. Other Conditions of Employment

Except as provided by this Agreement, the conditions of employment for Employees will be in accordance with the Award.

6. Salary Packaging

- a) The Employer at the time of making of this agreement is exempt from any requirement to pay Fringe Benefits Tax (FBT) on any legitimate fringe benefits provided to employees up to an amount of \$15,540.00. As such, the Employer is able to offer salary packaging arrangements to Employees resulting in a net benefit to Employees.
- b) Within the parameters set by the FBT exemption as indicated in subclause 6 (a) the Employer has agreed to allow Employees to package up to either:
 - i) A sum of \$15,540.00, or
 - ii) A sum equal to 30% of the Employee's annual salary
 whichever is the lesser amount.
- c) Salary Packaging will be made available by the Employer to the Employee for the following:
 - i) payment of the Employee's rent or mortgage,
 - ii) payment of the Employees utilities,
 - iii) payment of the Employee's personal loan repayments,
 - iv) payment for private use of an Employer-owned vehicle by an Employee,
 - v) payment of other genuine expenses by agreement between the Employer and the Employee.
- d) Salary packaging will be managed by an organisation external to the Employer such organisation having agreed to provide salary packaging services to the Employer.
- e) Salary packaging is offered by the Employer to the Employees on the proviso that in the event the Employer ceases to attract FBT exemption or if the Employer's FBT exemption is reduced, all salary packaging arrangements will be terminated from the date of cessation or reduction by the Employer to the Employee, providing that the notice in accordance with Clause 6(f) is given by the Employer to the Employee. Within the said period of notice salaries would thenceforward return to the relevant rate as per the Award.
- f) Either party must give at least one month's notice in writing to the other party to exit or end the salary packaging arrangement.



7. Payment of Salary

- a) For the purpose of this clause:
- i) *'Benefits'* means such of the benefits of the kind referred to in Clause 6 (c) as agreed between the Employer and an Employee to be provided to an Employee under a Package Agreement.
 - ii) *'Benefits Value'* means the amount specified by the Employer from time to time as the value of any Benefits provided to an Employee under a Package Agreement (inclusive of any Fringe Benefits Tax payable under the *Fringe Benefits Tax Act 1986* (as amended) and administration costs).
 - iii) *'Package Agreement'* means a Salary Packaging Agreement between the Employer and an Employee under Clause 6 (b).
 - iv) *'Package Salary'* means the salary payable under Clause 7(d)(ii).
 - v) *'Package Value'* means the total of the Package Salary and the Benefits Value paid or provided to an Employee under a Package Agreement.
- b) This Clause only applies if there is a Package Agreement in force, and if so the other provision of the Award shall be subject to this Clause.
- c) If there is a Package Agreement in force regard shall be had to the Benefits Value and the Package Salary in assessing compliance by the Employer with the minimum remuneration provision in the Award.
- d) If at any time a Package Agreement is entered into between the Employer and a Employee then subject to Clause 6, the Employee shall receive:
- i) such Benefits as may be agreed between the Employer and the Employee under the Package Agreement as referred to in clause 6(c); and
 - ii) a salary equal to the difference between the Benefits Value and the remuneration which would have applied to the Employee under the Award had a Package Agreement not been in force.
- e) While a Package Agreement is in force, any Employee who takes paid leave on full pay shall receive the Benefits Value and Package Salary during such period of leave.
- f) Any other payments under the Award and the Agreement calculated by reference to the Employee's salary, or rate of pay, however described and payable:



- i) during employment; or
- ii) on termination of employment in respect of untaken paid leave; or
- iii) on death

shall be calculated by reference to the remuneration which would have applied to the Employee under the provisions of the Award had a Package Agreement not been in force.

8. Dispute Avoidance and Grievance Procedure

- a) The objective of these procedures is the avoidance and resolution of industrial disputation, arising under this Agreement, by measures based on consultation, co-operation and negotiation.
- b) Without prejudice to either party, the Employer and the Employees shall ensure the continuation of work in accordance with this Agreement and custom and practice.
- c) i) In the event of any matter arising under this Agreement which is of concern or interest, an Employee shall discuss this matter with the Employer's Program Manager or his/her nominee.
- ii) If the matter is not resolved at this level, an Employee may refer the matter to a Union representative or other nominee, who will discuss the matter with the Employer's Executive Director or his/her nominee.
- iii) If the matter remains unresolved it shall be referred to an officer of the Union or other nominated representative of the Employees and the Executive Director of the Catholic Commission for Employment Relations or his/her nominee for discussion and appropriate action.
- iii) If this matter remains unresolved, it may be referred by either party to this Agreement to the Industrial Relations Commission of New South Wales for conciliation. Should a settlement not be reached by conciliation, the matter shall proceed to arbitration, subject to each party's rights under the *Industrial Relations Act 1996* (NSW).



9. Duress

This Agreement was not entered into by any party under duress from the other party or any other person or persons.

10. Term

This Agreement shall have a nominal term of three (3) years after the date of approval by the Industrial Relations Commission of NSW.

Signed by authorised representatives of:



Centacare Catholic Community Services - Father John Usher 1/10/02.
Ardioocese of Sydney



Authorised Representative - ANNETTE FARRUGIA 1/10/02
Employees working under the Clerical and Administrative Employees (State)
Award

