

**REGISTER OF
ENTERPRISE AGREEMENTS**

ENTERPRISE AGREEMENT NO: EA04/156

TITLE: Evans Community Option Inc Limited Remuneration Packageing Agreement

I.R.C. NO: IRC4/1034

DATE APPROVED/COMMENCEMENT: 16 March 2004

TERM: 12 months

**NEW AGREEMENT OR
VARIATION:** New

GAZETTAL REFERENCE: 25 June 2004

DATE TERMINATED:

NUMBER OF PAGES: 4

COVERAGE/DESCRIPTION OF

EMPLOYEES: The Agreement applies to all full-time employees not serving a probationary period employed by Evans Community Options Inc, located at 95 Keppel Street, Bathurst, NSW, who fall within the coverage of the Clerical and Administrative Employees (State) Award

PARTIES: Evans Community Options Inc -&- Tanya Bruce, Jodie Anne Graham

EVANS COMMUNITY OPTIONS REMUNERATION PACKAGING AGREEMENT 2003

1. Title

This agreement shall be known as the
EVANS COMMUNITY OPTIONS REMUNERATION PACKAGING AGREEMENT 2003.

2. Index

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3. Scope and Application

This Agreement shall be binding upon the Evans Community Options and he employees of the Evans Community Options other than those employees covered by the Social & Community Services (State) Award.

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 Award applying to employees is:

The Clerical and Administrative Employees (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. 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 the following award clauses:

Clerical and Administrative Employees (State) Award, Clause 2 & Part B

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 in parent award;
- (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 the applicable salary described in parent award into a non-salary fringe benefit up to a maximum of \$14,090 or \$15,000 per annum (\$30,000 grossed up);
- (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 the Grievance and Dispute Settling Procedures clause 41 in the parent 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) in the event that the employer ceases to attract exemption from payment of Fringe Benefits Tax (in full or in part), all salary packaging arrangements shall be terminated and individual employees' wages will revert to those specified in the parent award;
- (xii) notwithstanding any of the above arrangements, the employee may cancel any salary packaging arrangements by the giving of one month's notice of cancellation to the employer;
- (xiii) notwithstanding any of the above arrangements, the employer may cancel any salary packaging arrangements by the giving of one month's notice of cancellation to the employee;
- (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 the parent award. 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 will be based on the value of the employee's total wage as outlined in the Parent Award;
- (xvi) any wage increases which are granted to employees under the Parent Award 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 the Grievance and Dispute Settling Procedures Clause 41 in the parent award.

8. 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 7 (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 or 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 matters of unlawful discrimination in any State or federal jurisdiction

This clause does not create legal rights or obligations in addition to those imposed upon the parties by the legislation referred to in this clause.

9. 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*.

10. 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 the EVANS COMMUNITY OPTIONS INCORPORATED

DATED: 17 / 12 / 03

IN THE PRESENCE OF: _____

DATED: _____

Signed by the Employees of the EVANS COMMUNITY OPTIONS INCORPORATED

NAME	DATE	WITNESS
<u>Jodie-anne Graham</u>	_____	<u>Michelle Bolt</u>
<u>Jodie-anne Molloy</u>	<u>24 / 12 / 03</u>	_____
<u>Tania Michelle Bruce</u>	_____	_____