

**REGISTER OF  
ENTERPRISE AGREEMENTS**

**ENTERPRISE AGREEMENT NO: EA01/268**

**TITLE: Canterbury Bankstown Community Co-operative Ltd  
Remuneration Packaging Agreement 2001**

**I.R.C. NO:** IRC01/4980

**DATE APPROVED/COMMENCEMENT:** 21 August 2001

**TERM:** 12 months

**NEW AGREEMENT OR  
VARIATION:** New

**GAZETTAL REFERENCE:** 5 October 2001

**DATE TERMINATED:**

**NUMBER OF PAGES:** 6

**COVERAGE/DESCRIPTION OF EMPLOYEES:** Applies to all employees engaged under the Social and Community Services (SACS) employees (State) Award

**PARTIES:** Canterbury Bankstown Community Co-operative Ltd -&- Poppy Bethanis, Sylvia Hanna, Colin Jones, Tatjana Kalik, Paul McKenzie, Erlinda Trinidad-Soria



Exh A

**Canterbury Bankstown Community Housing Co-operative Ltd  
Remuneration Packaging Agreement 2001**

**1. Title**

This agreement shall be known as CANTERBURY BANKSTOWN COMMUNITY HOUSING CO-OPERATIVE LTD. REMUNERATION PACKAGING AGREEMENT 2001.

**2. Index**

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**3. Scope and Application**

This Agreement shall be binding upon the Canterbury Bankstown Community Housing Co-operative Ltd. and the employees of the Canterbury Bankstown Community Housing Co-operative Ltd.

**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 is the Social and Community Services (SACS) Employees (State) Award and any subsequent variation of this award.

The terms and conditions of this Agreement shall be read and interpreted in conjunction with all clauses of the above Award. 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 Social and Community Services (SACS) Employees (State) Award Clause 10 & Table 1 of Part B of the Award. 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 Social and Community Services (SACS) Employees (State) Award Clause 10 & Table 1 of Part B of the 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 35 % of the applicable salary described in Social and Community Services (SACS) Employees (State) Award Clause 10 & Table 1 of Part B of the Award into a non-salary fringe benefit up to a maximum of \$15,000 per annum;
- (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 in Social and Community Services (SACS) Employees (State) Award Clause 34 ;
- (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;

## STATE WAGE CASE 2001

### **Changes to the award and Enterprise agreement clauses regarding Anti-Discrimination**

Registered  
Enterprise Agreement

Industrial Registrar

Pursuant to s52 of the Act, the Commission orders the variation of awards generally, to delete paragraph 1 of the standard Anti-Discrimination clause as determined in the State Wage Case 1999 and insert in lieu thereof:

"1. It is the intention of the parties bound by this award to seek to achieve the object in s3(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".

Pursuant to s33(4) of the Act, the Commission orders the deletion of paragraph 1.5 of Annexure A to the Review of the Principles for Approval of Enterprise Agreements 2000 decision and the insertion in lieu thereof:

"1.5. In particular, the terms and conditions of employment in a proposed agreement must not unlawfully discriminate, either directly or indirectly, on the grounds of sex, race, marital status, homosexuality, age, disability, transgender identity or responsibilities as a carer".

Replacement  
first paragraph  
of Clause 8 of  
Exh A



- (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 Social and Community Services (SACS) Employees (State) Award Clause 10 & Table 1 of Part B of 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 Social and Community Services (SACS) Employees (State) Award Clause 10 & Table 1 of Part B of the 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 Clause 10 & Table 1 of Part B of 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 Clause 34 of the Parent Award applies.

### 8. Anti-discrimination

~~It is the intention of the parties to this agreement to seek to achieve the objective in section 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 and age.~~

Replace with amended paragraph as per SMC 2001

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.

Registered  
Enterprise Agreement  
Industrial Registrar

**SIGNED FOR AND ON BEHALF CANTERBURY BANKSTOWN COMMUNITY HOUSING CO-OPERATIVE LTD**

DATED: 19<sup>th</sup> day of July 2001



*A. Shearer*  
A. SHEARER.  
DIRECTOR  
*Mark Biffa*  
MARK BIFFA.  
DIRECTOR

IN THE PRESENCE OF:

DATED: 19<sup>th</sup> day of July 2001

Signed by the employees of CANTERBURY BANKSTOWN COMMUNITY HOUSING CO-OPERATIVE LTD

NAME	DATE	WITNESS
<i>Paul McKenzie</i> Paul McKenzie	19.7.01	<i>Tanja K.</i>
<i>Sylvia Hanna</i> Sylvia Hanna	19.7.01	<i>Tanja K.</i>
<i>Tatjana Kalik</i> Tatjana Kalik	19.7.01	<i>[Signature]</i>
<i>Erlinda Trinidad-Soria</i> Erlinda Trinidad-Soria	24.7.01	<i>Tanje Kalik</i>
<i>Colin Jones</i> Colin Jones	19/7/01	<i>[Signature]</i>
<i>Poppy Bethanis</i> Poppy Bethanis	19/7/01	<i>[Signature]</i>
<i>Maria Wille</i> Maria Wille	24/7/01	<i>[Signature]</i>