

**REGISTER OF  
ENTERPRISE AGREEMENTS**

**ENTERPRISE AGREEMENT NO: EA99/128**

**TITLE: Disability Advocacy Service Hunter (Dash) Inc (Salary Packaging)  
Enterprise Agreement 1999**

**I.R.C. NO: 99/1165**

**DATE APPROVED/COMMENCEMENT: 9 April 1999**

**TERM: 24 months**

**NEW AGREEMENT OR  
VARIATION: New**

**GAZETTAL REFERENCE:**

**DATE TERMINATED:**

**NUMBER OF PAGES: 7**

**COVERAGE/DESCRIPTION OF**

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

**PARTIES:** Disability Advocacy Service Hunter (Dash) Inc -&- John Gatt, Mark Grierson, Jane McNamara



**- ENTERPRISE AGREEMENT -**

BETWEEN

**DISABILITY ADVOCACY SERVICE HUNTER (DASH) INC.**

AND

**EMPLOYEES**



**1. TITLE OF AGREEMENT**

This Agreement shall be known as the **Disability Advocacy Service Hunter (DASH) Inc. (Salary Packaging) Enterprise Agreement - 1999.**

**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 Disability Advocacy Service Hunter (DASH) Inc. ('DASH'); and all 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 .

#### 5. SALARIES AND AWARD WAGES

- Registered  
Enterprise Agreement  
Industrial Registrar
- (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 One of this 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

DASH and a full-time or part-time employee may reach an agreement to package up to 30% 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 fringe benefit.
- (b) 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.
- (c) DASH 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.
- (d) All award conditions other than rates of pay shall continue to apply.
- (e) Full administrative details of salary packaging will be provided in DASH's Remuneration Policy and Procedures.
- (f) 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 purpose 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, except cash advances
  - (7) Payment of other genuine expenses by agreement with the appropriate nominated officer
- (g) An expense which may be claimed as a tax deduction may not be claimed as a fringe benefit.
- (h) An employee who has entered into a salary package agreement under this clause must provide a copy of relevant invoices, receipts or other proof of expenditure to the satisfaction of DASH in order to claim the expense as a fringe benefit.
- (i) 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, DASH 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 cl. 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 DASH in accordance with cl. 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) If an employee becomes entitled to any payment(s) pursuant to the *Workers' Compensation Act 1987*, DASH shall continue to provide to an employee the balance of the agreed salary package not covered by workers compensation payment(s).

- (j) With DASH's 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.
- (k) Salary packaging is only offered on the strict understanding and agreement that in the event existing taxation law is changed regarding FBT or personal taxation arrangements, and that change may impact on this agreement, all salary packaging arrangements may at the discretion of the employer be terminated, providing at least 1 month's notice is given. Upon termination in these circumstances the employee's rate of pay will revert to the rate of pay that applied immediately prior to a salary packaging agreement made pursuant to this clause, or the appropriate award rate of pay in cash only, whichever is greater.
- (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 AND DISPUTES SETTLING PROCEDURE

The parties to this agreement are committed to resolving grievances through open communication and to achieving 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 General Manager or a nominated person of the grievance.
- (c) The General Manager or a 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.

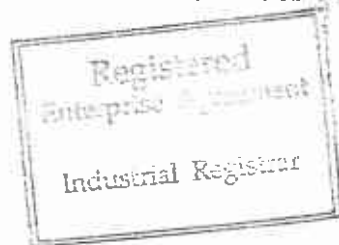
- (d) The employee will be entitled to have a union representative or nominee present during any of these stages.
- (e) Should the matter remain unresolved the matter may be referred to the Industrial Relations Commission of NSW for conciliation and arbitration, in accordance with the *Industrial Relations 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. TERM OF AGREEMENT**

This Agreement shall have a nominal term of 2 years.

**9. DURESS**

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



10. SIGNATORIES TO AGREEMENT

Signed for and on behalf of DASH:

*[Handwritten Signature]*  
.....  
[Name] 1/3/99  
[Date]

*Robert Mackay*  
.....  
[Witness] 1/3/99  
[Date]

Signed by (Employees):

*[Handwritten Signature]*  
.....  
[Name] 1/3/99  
[Date]

*[Handwritten Signature]*  
.....  
[Name] 1/3/99  
[Date]

*[Handwritten Signature]*  
.....  
[Name] 1/3/99  
[Date]

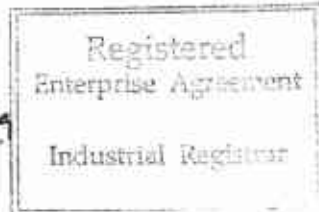


TABLE 1 - RATES OF PAY

Classification	Rate of Pay Per Annum \$
<b>Social Welfare Assistant</b>  Year 1 Year 2 Year 3	<div data-bbox="751 562 1066 775" style="border: 1px solid black; padding: 5px; width: fit-content; margin: auto;">                         Registered Enterprise Agreement  Industrial Registrar                     </div> 19,023 20,023 21,093
<b>Social Welfare Worker Category 1</b>  Year 1 Year 2 Year 3 Year 4	22,923 24,130 25,360 26,590
<b>Social Welfare Worker Category 2</b>  Year 1 Year 2 Year 3 Year 4 Year 5	27,820 29,050 30,176 31,406 32,636
<b>Social Welfare Worker Category 3</b>  Year 1 Year 2 Year 3 Year 4	33,866 35,096 36,326 37,451
<b>Clerical/Administrative Employee</b>  Grade 1 Grade 2 Grade 3 Grade 4 Grade 5	<b>Rate of Pay Per Week</b> \$ 412.60 433.50 465.20 506.90 567.50