

**REGISTER OF
ENTERPRISE AGREEMENTS**

ENTERPRISE AGREEMENT NO: EA99/195

**TITLE: Bay and Basin Community Resources Inc. Remuneration
Packaging Agreement 1999**

I.R.C. NO: 88/2726

DATE APPROVED/COMMENCEMENT: 23 July 1999

TERM: 12 months

**NEW AGREEMENT OR
VARIATION: New**

GAZETTAL REFERENCE:

DATE TERMINATED:

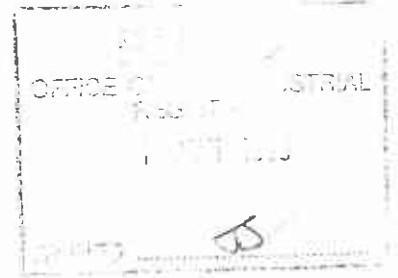
NUMBER OF PAGES: 4

COVERAGE/DESCRIPTION OF

**EMPLOYEES: Applies to all employees of Bay and Basin Community Resources Inc , located
at Sanctuary Point, NSW 2540**

**PARTIES: Bay and Basin Community Resources Inc -&- Susan Church, Julie Fox, Wendy Hay,
Vivylene Munro, Paul Nagle, Michael Smith**

**THE BAY & BASIN COMMUNITY RESOURCES INC.
REMUNERATION PACKAGING AGREEMENT 1999**



1. Title

This agreement shall be known as the Bay and Basin Community Resources Inc. Remuneration Packaging Agreement 1999.

2. Index

| <u>Clause</u> | <u>Subject</u> |
|---------------|-------------------------------------------|
| 1. | Title |
| 2. | Index |
| 3. | Scope and Application |
| 4. | Date of Operation |
| 5. | Relationship to Parent Award |
| 6. | Remuneration Packaging |
| 7. | Grievance and Dispute Settling Procedures |
| 8. | Leave Reserved |
| 9. | Declaration and Signatories |

3. Scope and Application

This Agreement shall be binding upon Bay and Basin Community Resources Inc. and the employees of Bay and Basin Community Resources Inc.

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 Awards are

- The Social and Community Services (SACS) Employees (State) Award and
- The Clerical and Administrative Employees (State) Award
- The Miscellaneous Workers' Kindergartens and Child Care Centres (State) Award and any subsequent variation of these Awards.

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 Tables 1 of Parts B of the Parent Awards. 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 tables 1 of parts B of the Parent Awards;
- (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 up to a maximum of 40% of the applicable salary described in tables 1 of parts B of the Parent Awards into a non-salary fringe benefit, provided that the parties agree that the application of relevant clauses relating to overtime, penalty rates and spread of hours are exempted;
- (vi) the effect of the introduction of Remuneration Packaging shall be that it replaces the entitlements of an employee under the provisions of 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 and/or Clause 2 and Part B Table 1 of the Miscellaneous Workers' Kindergartens and Child Care Centres (State) Award;
- (vii) the calculation of the entitlements concerning in service paid leave, including annual sick and long service leave will be based upon the value of the employee's 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 and/or Clause 2 and Part B Table 1 of the Miscellaneous Workers' Kindergartens and Child Care Centres (State) Award;
- (viii) the employee shall advise the employer, in writing, that the agreed cash component is adequate for his/her ongoing living expenses;
- (ix) 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 clause 34 of the Social and Community Services (SACS) Employees (State) Award and clause 41 of the Clerical and Administrative Employees (State) Award and clause 31 of the Miscellaneous Workers' Kindergartens and Child Care Centres (State) Award;
- (x) a copy of the Agreement shall be made available to the employee;
- (xi) 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;
- (xii) the configuration of the remuneration package shall remain in force for the period agreed between the employee and the employer;
- (xiii) the employer must ensure that no employee accrues any benefit beyond 30 June in any financial year and that all benefits to which an employee is entitled to under these arrangements are paid prior to 30 June in any financial year;
- (xiv) in the event that the employer ceases to attract exemption from payment of Fringe Benefits Tax, all salary packaging arrangements shall be terminated and individual employees' wages will revert to those specified in tables 1 of parts B of the Parent Awards;



- (xv) notwithstanding any of the above arrangements, the employee may cancel any salary packaging arrangements by the giving of one months' notice of cancellation to the employer;
- (xvi) 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 this schedule. Any outstanding benefit still due under this agreement upon termination shall be paid on or before the date of termination;
- (xvii) the calculation of entitlements concerning occupational superannuation and annual leave loading will be based on the value of the employee's total wage as outlined in tables 1 of parts B of the Parent Awards;
- (xviii) 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 shall be calculated based upon the value of the employee's 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 and Clause 2 Part B Table 1 of the Miscellaneous Workers' Kindergartens and Child Care Centres (State) Award;
- (xix) any wage increases which are granted to employees under the Parent Awards shall also apply to employees covered by this Agreement;
- (xx) 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 either clause 34 of the Social and Community Services (SACS) Employees (State) Award or clause 41 of the Clerical and Administrative Employees (State) Award or clause 31 of the Miscellaneous Workers' Kindergartens and Child Care Centres (State) Award, depending on which Parent Award applies.

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.

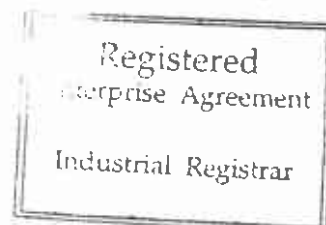
Where agreement has been reached between the parties on these matters the agreed arrangements will be housed in a document which will form a supplementary agreement to this Agreement. This supplementary agreement shall be submitted for certification in the Industrial Relations Commission of New South 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. 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:



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 BAY AND BASIN COMMUNITY RESOURCES INC.

TREASURER Barbara Haynes DATED 12/5/99

IN THE PRESENCE OF: Jill De DATED 12/5/99

Signed by the employees of BAY AND BASIN COMMUNITY RESOURCES INC.

Sue Luce

6/5/99
date

m. JH
Witness

Jill De

6/5/99.
date

W. Hay
Witness

m. JH

6/5/99
date

Jill De
Witness

Vincent Munn

10.5.99.
date

m. JH
Witness

Wendy Hay

11.5.99.
date

Jill De.
Witness

_____ date

_____ Witness

