

**REGISTER OF  
ENTERPRISE AGREEMENTS**

**ENTERPRISE AGREEMENT NO:** EA02/219

**TITLE:** Midwest Community Care Inc. Remuneration Packaging Agreement 2001

**I.R.C. NO:** IRC01/8446

**DATE APPROVED/COMMENCEMENT:** 14 January 2002

**TERM:** 14 January 2004

**NEW AGREEMENT OR VARIATION:** New

**GAZETTAL REFERENCE:** 12 July 2002

**DATE TERMINATED:**

**NUMBER OF PAGES:** 5

**COVERAGE/DESCRIPTION OF EMPLOYEES:** Applies to the full-time and part-time employees of Midwest Community Care Inc that fall within the coverage of the Social and Community Services Employees (State) Award and the Clerical and Administrative Employees (State) Award.

**PARTIES:** Midwest Community Care Inc. -&- Alison Beeston, Ann Bulman, Virginia Epthorp, John Kelly-Moore, Stammer Linda, Narelle Mackander, Niveen Nassif, Gail Saunders



# Midwest Community Care Inc. REMUNERATION PACKAGING AGREEMENT 2001

## 1. Title

This agreement shall be known as the Midwest Community Care Inc Remuneration Packaging Agreement 2001.

## 2. Index

### Clause Subject

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## 3. Scope and Application

This Agreement shall be binding upon Midwest Community Care Inc of Shop 8, 39 Bartlett Street, Ermington, NSW 2115 and the full-time and part-time employees.

## 4. Date of Operation

By administrative action, this agreement shall operate from the beginning of the first pay period to commence on or after the date this agreement has been signed and shall operate for a period of two years.

## 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 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 The employer has introduced remuneration packaging in respect of salary as outlined in table 1 of part B of the Parent Awards. The effect of remuneration packaging shall be that it replaces the entitlements of an employee under the provisions Clause 10 and Part B table 1 of the Social and Community Services (SACS) Employees (State) Award or Clause 5, Part B, Table 1 of the Clerical & Administrative Employees (State) Award. This shall mean that an employee will have part of their salary packaged as 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 table 1 of part B of the 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 and employment contract conditions, other than the salary shall continue to apply;
- (v) the employee may package up to the maximum limit allowable under current Fringe Benefits Tax legislation (currently \$30,000.00 grossed up) of the applicable salary described in table 1 of part B of the Parent Awards into a non-salary fringe benefit;
- (vi) the employee shall advise the employer, in writing, that the agreed cash component is adequate for his/her ongoing living expenses;
- (vii) a copy of the Agreement shall be made available to the employee;
- (viii) 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;
- (ix) the configuration of the remuneration package shall remain in force for the period agreed between the employee and the employer;
- (x) 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 table 1 of part B of the Parent Award;

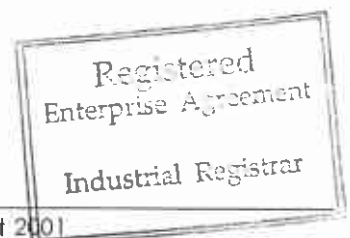
- (xi) notwithstanding any of the above arrangements, the employee may cancel any salary packaging arrangements by the giving of one months' notice of cancellation to the employer;
- (xii) in the event that the employee ceases to be employed by the employer this agreement will cease to apply as at the date of termination and all leave entitlements due on termination shall be paid at the rates in accordance with the award and/or contractual arrangements. Any outstanding benefit still due under this agreement upon termination shall be paid on or before the date of termination;
- (xiii) the calculation of entitlements concerning in service paid leave including annual, sick and long service leave, occupational superannuation and annual leave loading will be based on the value of the employee's total wage as outlined in clause 10 and table 1 of part B of the Parent Award;
- (xiv) Where an employee is in receipt of payments in regard to a compensable injury under the relevant Workers Compensation legislation then payment 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, or Clause 5 and Part 1 of Table B of the Clerical & Administrative Employees (State) Award.
- (xv) any wage increases which are granted to employees under the Parent Award shall also apply to employees covered by this Agreement;
- (xvi) 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 Social and Community Services (SACS) Employees (State) or Clause 41 of the Clerical & Administrative Employees (State) Award, whichever is applicable.

## 8. Anti Discrimination

- (i) It is the intention of the parties bound by this Agreement to achieve the object 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 *arising from responsibilities as a carer*.
- (ii) It follows that in fulfilling their obligations under the dispute procedure set out in the applicable parent awards, the parties have obligations to take all reasonable steps to ensure that the operation of the provision 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 this agreement which, by its terms or operation, has a direct or indirect discriminatory effect.



- (iii) 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
- (iv) Nothing in this clause is to be taken to affect:
  - (a) any conduct or act which is specifically exempted from anti discrimination legislation;
  - (b) offering or providing junior rates of pay to persons under the age of 21 years of age
  - (c) any act or practice of a body established to propagate religion which is exempted under section 56 (d) of the *Anti Discrimination Act 1977*;
  - (d) a party to this agreement from pursuing matters of unlawful discrimination in any State or Federal jurisdiction.
- (v) This clause does not create legal rights or obligations in addition to those imposed upon the parties by legislation referred to in this clause.



## 9. Declaration and Signatories

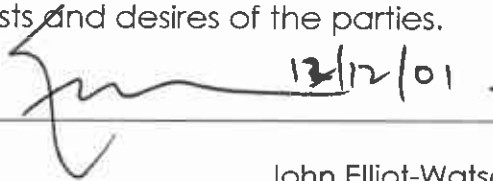
This Agreement has been negotiated through extensive consultation between management and the employees. The content of the Agreement has been canvassed with all parties. All parties are entering into this Agreement with full knowledge as to the content and effect of the document.

The parties declare that this Agreement:

- 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.



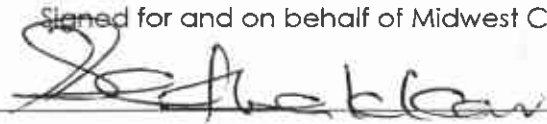
SIGNED

 12/12/01

John Elliot-Watson (President)

Signed for and on behalf of Midwest Community Care Inc

WITNESS



DATE

12/12/01.

SIGNED BY EMPLOYEES

1. John Kelly-Moore



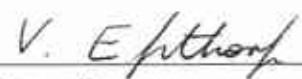
2. Narelle Mackander



3. Linda Stammer



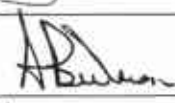
4. Virginia Epthorp



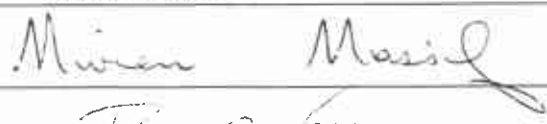
5. Gail Saunders



6. Ann Bulman



7. Niveen Nassif



8. Alison Beeston

