

**REGISTER OF  
ENTERPRISE AGREEMENTS**

**ENTERPRISE AGREEMENT NO:** EA02/236

**TITLE:** Ballina District Community Services Association Inc.  
Remuneration Packaging Agreement 2002

**I.R.C. NO:** IRC02/2818

**DATE APPROVED/COMMENCEMENT:** 19 June 2002

**TERM:** 19 June 2004

**NEW AGREEMENT OR VARIATION:** New

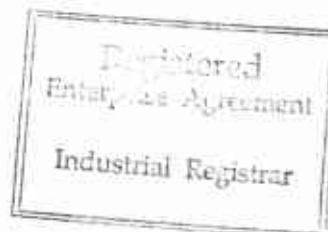
**GAZETTAL REFERENCE:** 19 July 2002

**DATE TERMINATED:**

**NUMBER OF PAGES:** 7

**COVERAGE/DESCRIPTION OF EMPLOYEES:** Applies to all employees of the Ballina District Community Services Association Inc.

**PARTIES:** Ballina District Community Services Association Inc -&- Lesley Barr, Michael Borenstein, Jennifer Brown, Carolina Cabezas, Lesley Campbell, Karina Daniels, Richard Eggins, Connie Faber, John-Leader Franklin, Charelle Giobatti, Rebecca Izzard, Peter Moore, Linda Ulyatt, Coral Wheatley, Emma White, Beryl Wilkins



# ENTERPRISE AGREEMENT

BALLINA DISTRICT  
COMMUNITY  
SERVICES ASSOCIATION INC

REMUNERATION  
PACKAGING AGREEMENT  
2002

Registered  
Enterprise Agreement  
Industrial Registrar

# ENTERPRISE AGREEMENT

## BALLINA DISTRICT COMMUNITY SERVICES ASSOCIATION INC. REMUNERATION PACKAGING AGREEMENT 2002

### 1. Title

This agreement shall be known as the Ballina District Community Services Association Inc. Remuneration Packaging Agreement 2002.

### 2. Index

Clause	Subject
1.	Title
2.	Index
3.	Scope and Application
4.	Date of Operation
5.	Relationship to Parent Award
6.	Salary Packaging
7.	Grievance and Dispute Settling Procedures
8.	Leave Reserved
Appendix A	Dispute Resolution Procedure

### 3. Scope and Application

This Agreement shall be binding upon Ballina District Community Services Association Inc and its employees.

### 4. Date of Operation

This Agreement shall operate from the beginning of the first pay period to commence on or after the date of approval of this Agreement and shall operate for a period of two years.

### 5. Relationship to Parent Award

The Parent Awards to this agreement are:

- (a) The Social and Community Services (SACS) Employees (State) Award
- and
- (b) The Clerical and Administrative Employees' (State) Award
- and
- (c) Miscellaneous Workers Kindergarten 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, the employer may introduce salary packaging in respect of salary as outlined in the listed subclauses of the Parent Awards.

- (a) The Social and Community Services (SACS) Employees (State) Award - Clause 21
- and
- (b) The Clerical and Administrative Employees' (State) Award - Clause 5
- and
- (c) Miscellaneous Workers Kindergarten and Child Care Centres (State) Award - Clause 9

## ENTERPRISE AGREEMENT

### BALLINA DISTRICT COMMUNITY SERVICES ASSOCIATION INC. REMUNERATION PACKAGING AGREEMENT 2002

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 the relevant 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 award name, classification level and current salary payable as applicable to the employee under the subclause listed at 6.1 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 100% of the applicable salary described in the award subclause listed at 6.1 into a non salary fringe benefit. Limited to;
  - (a) a maximum of \$15,000 per annum for reportable benefits and
  - (b) unlimited non-reportable benefits;
- (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 award subclause listed at 6.1;
- (xi) notwithstanding any of the above arrangements, the employer may cancel any salary packaging arrangements by giving one months' notice of cancellation to the employee; The employee may cancel their packaging arrangement by also giving one month's notice 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 relevant parent award. 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 occupational superannuation and annual leave loading will be based on the value of the employee's total wage as outlined in the subclause listed at 6.1 of the Parent Awards;

## ENTERPRISE AGREEMENT

### BALLINA DISTRICT COMMUNITY SERVICES ASSOCIATION INC. REMUNERATION PACKAGING AGREEMENT 2002

- (xiv) any wage increases which are granted to employees under the Parent Awards shall also apply to employees covered by this Agreement;
- (xv) the employee may consult with a relevant industry specialist before signing a remuneration package Agreement as described in subclause 6.1
- (xiv) in the event of a workers compensation claim the employee's salary packaging will be suspended for the duration of the claim. The claim will be based on the agreed value of the employee's total wage as outlined in the subclause listed at 6.1 of the Parent Awards

#### **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 Appendix A of this Agreement titled Dispute Resolution Procedure.

#### **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.



ENTERPRISE AGREEMENT

BALLINA DISTRICT COMMUNITY SERVICES ASSOCIATION INC.  
REMUNERATION PACKAGING AGREEMENT 2002

**Declaration and Signatories**

This Agreement has been negotiated through extensive consultation between management and 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.

**Employer**

THE COMMON SEAL OF  
*Ballina District Community Services Association Inc*  
Was hereto duly affixed  
In the presence of

Betty Spurdle  
Signature of BDCSA Board Director

[Signature]  
Signature of BDCSA Board Director



13 May 2002  
Date

13-5-2002  
Date

**Employees**

Lesley Barr	<u>[Signature]</u> Signature	<u>13-5-02</u> Date
Michael Borenstien	<u>[Signature]</u> Signature	<u>13/5/02</u> Date
Jennifer Brown	<u>[Signature]</u> Signature	<u>13-5-02</u> Date
Lesley Campbell	<u>[Signature]</u> Signature	<u>13-5-02</u> Date
Charelle Giobatti	<u>[Signature]</u> Signature	<u>13-05-02</u> Date
Franklin John-Leader	<u>[Signature]</u> Signature	<u>13-05-02</u> Date
Peter Moore	<u>[Signature]</u> Signature	<u>13-05-02</u> Date

ENTERPRISE AGREEMENT

BALLINA DISTRICT COMMUNITY SERVICES ASSOCIATION INC.  
REMUNERATION PACKAGING AGREEMENT 2002

Carolina Cabezas

C. Cabezas  
Signature

13/5/2002  
Date

Karina Daniels

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

Richard Eggins

R. Eggins  
Signature

13-5-02  
Date

Connie Faber

[Signature]  
Signature

13.5.02  
Date

Rebecca Izzard

R. Izzard  
Signature

13.5.02  
Date

Coral Wheatley

Coral Wheatley  
Signature

13/5/02  
Date

Emma White

[Signature]  
Signature

13/5/02  
Date

Beryl Wilkins

B. Wilkins  
Signature

13.05.02  
Date

Linda Uylatt

Linda Uylatt  
Signature

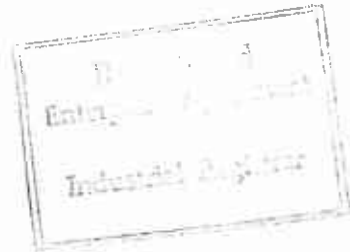
13.05.02  
Date

**Witness**

Clive Rogers  
Signature

[Signature]  
Date

8 CLIVE ROGERS 8 HAYMAN ST BALLINA  
Full name and Address of Witness



## ENTERPRISE AGREEMENT

### BALLINA DISTRICT COMMUNITY SERVICES ASSOCIATION INC. REMUNERATION PACKAGING AGREEMENT 2002

#### APPENDIX A DISPUTE RESOLUTION PROCEDURE

The parties recognise that individual and group problems will arise from time to time and that it is necessary to resolve these matters promptly, without affecting the delivery of a high standard of service. The parties to this Agreement are committed to resolving grievances and disputes through open and frank communication.

In the event of an individual or group of employees raising a grievance, or in the event of a dispute arising out of disciplinary action or for any other reason, the following procedure shall be followed:

- 1) The employee(s) shall discuss the matter with their direct Manager. The Managers shall regard any matter so raised as urgent and will make every effort to resolve the matter within 48 hours.
- 2) If the matter is still unresolved, then the matter should be taken to the BDCSA Board via a member of the Board Executive. All matters should be in writing
- 3) The President should deal with all formal grievances and dispute within 28 days. The actions and decisions of the President must be documented and a copy provided to the employee.
- 4) Should the matter remain unresolved the matter may be referred to the Industrial Relations Commission of NSW for conciliation and arbitration, or by agreement to a neutral third party for mediation.
- 5) Employees are entitled to have a representative or nominee present during any of these stages.
- 6) Normal work shall continue while the procedure outlined above is being followed. Except in the event that an employee is suspended for alleged misconduct, no party shall be prejudiced as to final settlement by continuing work in accordance with the disputes procedure.

