

**REGISTER OF
ENTERPRISE AGREEMENTS**

ENTERPRISE AGREEMENT NO: EA02/28

TITLE: Tweed Byron & Ballina Community Transport Inc. Remuneration Packaging Agreement 2001

I.R.C. NO: 2001/7922

DATE APPROVED/COMMENCEMENT: 12 December 2001

TERM: 12 Decemebr 2002

**NEW AGREEMENT OR
VARIATION:** New

GAZETTAL REFERENCE: 28 March 2002

DATE TERMINATED:

NUMBER OF PAGES: 5

COVERAGE/DESCRIPTION OF

EMPLOYEES: This Agreement covers employees of Tweed Byron & Ballina Community Transport Inc. who are employed on an ongoing full time or part time position.

PARTIES: Tweed Byron & Ballina Community Transport Inc -&- Brenda (Brenda has only one name), Melissa Armstrong, Bryan Berry, Michael Dilli, Don McQuilty, Sue Ruhl, Kym Seller, Ros Thornton, Judy Kay Volz, Jenny Young



TWEED BYRON & BALLINA COMMUNITY TRANSPORT INC.

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TWEED BYRON & BALLINA COMMUNITY TRANSPORT INC. REMUNERATION PACKAGING AGREEMENT 2001

1. Title

This agreement shall be known as TWEED BYRON & BALLINA COMMUNITY TRANSPORT INC. REMUNERATION PACKAGING AGREEMENT 2001.

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.	Anti discrimination
8.	Leave Reserved
9.	Declaration and Signatories



3. Scope and Application

This Agreement shall be binding upon the TWEED BYRON & BALLINA COMMUNITY TRANSPORT INC. and eligible employees of the TWEED BYRON & BALLINA COMMUNITY TRANSPORT INC.

Eligible employees are employees employed on an ongoing full time or part time position. Employees on probationary or fixed term contracts are not eligible to access remuneration packaging under this Agreement.

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
- the Clerical and Administrative Employees (State) Award
- Motor Bus Drivers and Conductors (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 the Social and Community Services (SACS) Employees (State) Award (Clause 21 & Part B, Table 1); in the Motor Bus Drivers and Conductors (State) Award (Clause 4 & Table 1) and Clerical and Administrative Employees (State) Award (Clause 5, & Part B, Table 1). 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/s 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 applying to the employee under the relevant 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 the Parent Award into a non-salary fringe benefit up to a maximum of \$30,000 "grossed up" under taxation legislation (approximately \$15,000 cash equivalent 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 Clause 46 in the Social and Community Services (SACS) Employees (State) Award, Clause 41 of the Clerical and Administrative Employees (State) Award and Clause 29 in the Motor Bus Drivers and Conductors (State) Award;
- (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 subject to notice provisions in (xii) and (xiii);

- (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 the Parent Awards;
- (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 the Parent 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 the Parent Award;
- (xvi) any wage increases which are granted to employees under the Parent Awards 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 of the Dispute Settling Procedures set out in the Parent Awards.

9. Anti-discrimination

It is the intention of the parties to this agreement to seek to achieve the objective in sec. 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, age and responsibilities as a carer.

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.

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.



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.

SIGNED FOR AND ON BEHALF TWEED BYRON & BALLINA COMMUNITY TRANSPORT INC

[Handwritten signature]

FRAN LESKE
SECRETARY

DATED:

12.9.01



IN THE PRESENCE OF:

[Handwritten signature]

MICHELE LACROIX

DATED:

12.9.01

TREASURER.

Signed by the employees of TWEED BYRON & BALLINA COMMUNITY TRANSPORT INC

Table with 4 columns: NAME, DATE, WITNESS, and a column for employee signatures. Rows include Bryan Berry, Brenda, Judy Volz, Jenny Young, Sue Ruhl, Melissa Armstrong, Kym Sellar, Ros Thornton, Michael Dilli, and Don McQuilty.

FRANCES LLOYD 13.9.01

[Handwritten signature]

F. Lloyd