

REGISTER OF
ENTERPRISE AGREEMENTS

ENTERPRISE AGREEMENT NO: EA02/347

TITLE: The Manning Support Services Inc Remuneration Packaging Agreement 2002

I.R.C. NO: IRC02/4696

DATE APPROVED/COMMENCEMENT: 23 September 2002

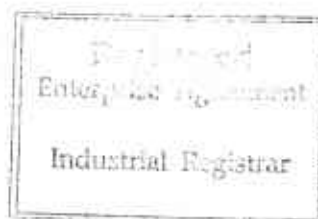
TERM: 23 September 2003

NEW AGREEMENT OR
VARIATION: New

GAZETTAL REFERENCE: 6 December 2002

DATE TERMINATED:

NUMBER OF PAGES: 5



COVERAGE/DESCRIPTION OF

EMPLOYEES: Applies to full-time and part-time employees of Manning Support Services Inc. who fall within the coverage of the Social and Community Services Employees (State) Award, Clerical and Administrative Employees (State) Award and the Building Employees - Mixed Enterprises (State) Award

PARTIES: Manning Support Services Inc. -&- Barbara Beattie, Donna Bennett, Annabel Cox, Julie Garlick, Valentin Walter Hoerzer, Nicole Jackson-Ryan, Mary McCarthy, Melissa McMurray, Josephine Montgomery - Smith, Steve Muscardin, Mary Pilgrim, Peter Quinn, Karen Rudge, Patricia Ryan, Mavis Tersteeg, Lynnette Wall, Noelene Whatman, Dianne Young

**MANNING SUPPORT SERVICES INC.
REMUNERATION PACKAGING AGREEMENT 2002**

1. Title

This agreement shall be known as *The Manning Support Services 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. | 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 Manning Support Services Inc and the full-time and part-time employees of Manning Support Services 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 Employees (State) Award
- The Clerical and Administrative Employees (State) Award
- Building Employees – Mixed Enterprises (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 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 listed subclauses of the Parent Awards

- (a) The Social and Community Services Employees (State) Award – Clause 21 and Table 1 of Part B
- (b) Clerical and Administrative Employees (State) Award - Clause 11, Table 1 Part B
- (c) Building Employees – Mixed Enterprises (State) Award - Clause 16, Table 1 Part B

The effect of remuneration packaging shall be that it replaces the entitlements of an employee under the provisions of Table 1 of the Parent 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 the Parent 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 Award 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) 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 47 of the Social and Community Services (SACS) Employees (State) Award, Clause 41 of the Clerical and Administrative Employees (State) Award and Clause 8 of the Building Employees – Mixed Enterprises (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;
- (xi) 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;
- (xii) 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;
- (xiii) 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 and/or contractual arrangements. Any outstanding benefit still due under this agreement upon termination shall be paid on or before the date of termination;

(xiv) 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 Table 1 of Part B of the Parent Award;

(xv) In the event of a worker's compensation claim the employee's salary package may 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 Award

(xvi) any wage increases which are granted to employees under the Parent Award 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 clause 47 of the Social and Community Services (SACS) Employees (State) Award, Clause 41 of the Clerical and Administrative Employees (State) Award and Clause 8 of the Building Employees – Mixed Enterprises (State) Award;

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:

- 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 MANNING SUPPORT SERVICES INC

Was hereto duly affixed

In the presence of

Signature of Management Committee Member


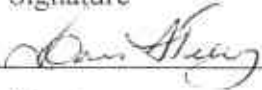
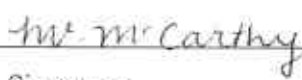
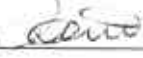
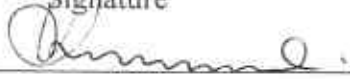
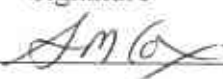


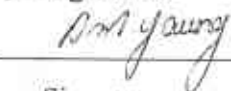
30.7.2002.
Date

Signature of Management Committee Member


30.7.2002.
Date

Employees

Peter Quinn		9/7/02
Name	Signature	Date
Noelene Whatman		11/9/02
Name	Signature	Date
Josephine Montgomery-Smith		11/7/02
Name	Signature	Date
Karen Rudge		11/7/02
Name	Signature	Date
MART PILGRIM		11-7-02
Name	Signature	Date
BARBARA BEATTIE		11.7.02
Name	Signature	Date
PATRICIA RYAN		11.7.02
Name	Signature	Date
NICOLE JACKSON-RYAN		11/7/02
Name	Signature	Date
NELISSA MCMURRAY		11/7/02.
Name	Signature	Date

✓	WAL HOERZER		29/7/02
	Name	Signature	Date
1	MAVIS TERSTEEU		25/07/02
	Name	Signature	Date
	MARY M'CARTHY		22/7/02
	Name	Signature	Date
	LYNETTE WALK		18/7/02
	Name	Signature	Date
	DONNA BENNETT		16/7/02
	Name	Signature	Date
	Annabel Cox		16/7/02
	Name	Signature	Date
	Juki Garsick		16/7/02
	Name	Signature	Date
	Steve Muscardin		15-7-02
	Name	Signature	Date
	Dianne Maree Young		9-7-02
	Name	Signature	Date

Witness

 29.7.02
 Signature Date

MELISSA MCMURRAY, 3 MAJESTIC PLACE DIAMOND BEACH NSW 2430
 Full name and address of Witness

