

ENTERPRISE AGREEMENT

NO. EA 98/154
.....

DATE REGISTERED 21/4/98
.....

PRICE \$ 10-00
.....

**REGISTER OF
ENTERPRISE AGREEMENTS**

ENTERPRISE AGREEMENT NO: EA98/154

TITLE: Aged Services Association Staff Enterprise Agreement

I.R.C. NO: 98/1629

DATE APPROVED/COMMENCEMENT: 21 April 1998

TERM: 24 months

**NEW AGREEMENT OR
VARIATION:** New

GAZETTAL REFERENCE:

DATE TERMINATED:

NUMBER OF PAGES: 5

COVERAGE/DESCRIPTION OF

EMPLOYEES: Applies to employees employed in clerical positions, situated at the Aged Services Associations' Burwood office.

PARTIES: Aged Services Association of N.S.W. (Industrial) -&- Tamra Dale, Robyn Holden, Carmen Planes, Evelina Sidoti, Louise Slyney, Patricia Swaine



**THE AGED SERVICES ASSOCIATION
STAFF ENTERPRISE AGREEMENT**



1. Title of Agreement

The title of this agreement is the Aged Services Association Staff Enterprise Agreement.

2. Parties to the Agreement

The enterprise agreement is made in accordance with:

- a) the provisions of sections 32 - 47 of the Industrial Relations Act 1996; and,
- b) the Principles for approving enterprise agreements as provided by section 33(1) of the Act.

The parties to this enterprise agreement are The Aged Services Association of NSW and ACT Inc., and the clerical staff employed by the Aged Services Association of NSW and ACT Inc.

3. The Enterprise

The enterprise for which the agreement was made is the Aged Services Association's Office at Suite 1, Murray Centre, 127-133 Burwood Rd, Burwood NSW 2134.

4. Definitions

"ASA" means the Aged Services Association of NSW and ACT Inc.

"Award" means the Clerical and Administrative Employees (State) Award.

"RPA" means the Remuneration Packaging Agreement entered into between the ASA and employees in accordance with Clause 10, Remuneration Packaging of this Agreement.

"Contract of Employment" Means the individual contract entered into between ASA and the employees party to this enterprise agreement.

5. Intention

This agreement shall only apply to employees in clerical positions, situated at the Aged Services Associations' Burwood office.

6. Duress

This agreement was not entered into under duress by any party to it.



7. Incidence

The agreement shall regulate partially the terms and conditions of employment previously regulated by the Clerical and Administrative Employees (State) Award. Apart from clauses specified in this agreement all other clauses of the Clerical and Administrative Employees (State) Award shall apply.

8. Term

This agreement shall operate from the date of registration and shall remain in force for a period of 2 years unless varied or terminated earlier by the provisions provided by the Industrial Relations Act 1996.

9. Anti-Discrimination

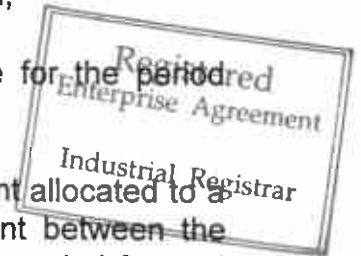
The parties agree to interpret and apply the provisions of this agreement in a manner which is not in breach of the Anti-Discrimination Act 1977.

10. Remuneration Packaging

(a) Where agreed between the ASA and a full-time or part-time employee, the ASA may introduce remuneration packaging in respect of salary. The terms and conditions of such an RPA shall not, when viewed objectively, be less favourable than the total entitlements otherwise available under the Award and statute, and shall be subject to the following provisions:

- (i) the ASA shall ensure that the structure of any package complies with taxation and other relevant laws;
- (ii) the ASA shall confirm in writing to the employee the classification level and the current salary payable as applicable to the employee under the Award;
- (iii) the ASA shall advise the employee, in writing of his/her right to choose payment of that salary referred to in paragraph (ii) above instead of a remuneration package;
- (iv) the ASA shall advise the employee, in writing, that all Award conditions, other than the salary shall continue to apply;
- (v) the ASA shall package a maximum of thirty percent (30%) of the applicable salary, to a non salary fringe benefit.
- (vi) a copy of the RPA shall be made available to the employee;

- (vii) the employee shall be entitled to inspect details of the payments and transactions made under the terms of the RPA and for this purpose, where such details are maintained electronically, the employee shall be provided with a printout of the relevant information;
- (viii) the configuration of the RPA shall remain in force for the period agreed between the employee and the ASA;
- (ix) where at the end of the agreed period the full amount allocated to a specific benefit has not been utilised, by agreement between the ASA and the employee, an unused amount may be carried forward to the next period, or paid as salary which will be subject to usual taxation requirements;
- (x) in the event that the ASA ceases to attract exemption from payment of Fringe Benefits Tax, all salary packaging arrangements shall be terminated and individual employees' fringe benefit payments will revert to salary payments;
- (xi) where changes are proposed to salary packaging arrangements, or salary packaging arrangements are to be cancelled for reasons other than legislative requirements, then the ASA or the employee must give three month's notice;
- (xii) in the event that the employee ceases to be employed by the ASA the RPA will cease to apply as at the date of termination and all leave entitlements due on termination shall be paid in accordance with award provisions. ASA will advise terminating employees that final instructions regarding payments should be sent to McMillan Shakespeare seven (7) days prior to termination. Any outstanding benefit still due under the RPA upon termination shall be paid in accordance with the employees instructions. In the event that there is a balance remaining at termination it shall be converted to salary and taxed at the appropriate rate .
- (xiii) the calculation of the entitlements concerning occupational superannuation and annual leave loading will be based on the value of the salary component of the employees' remuneration package.





11. Signatories to the Agreement

Signed for and on behalf of,
The Aged Services Association of NSW and ACT Inc.

Isobel Freaun
Occupation Executive Director
Signature [Signature]
Date 24-3-98
Witness C. W. Leppin
Witness Name GEOFFREY LILLYMAN

Employees signatory to the Agreement

Tamra Dale
Occupation Grade 4
Signature [Signature]
Date 30-3-98
Witness [Signature]
Witness Name MICHAEL PETERS

Robyn Holden
Occupation Grade 5
Signature [Signature]
Date 31/3/98
Witness [Signature]
Witness Name MICHAEL PETERS

Carmen Planes
Occupation Grade 5
Signature [Signature]
Date 31/3/98
Witness [Signature]
Witness Name MICHAEL PETERS

Evelina Sidoti
Occupation Grade 4
Signature E. Sidoti
Date 30.3.98
Witness [Signature]
Witness Name MICHAEL PETERS

Louise Slyney

Occupation

Grade 5

Signature

Louise Slyney

Date

30/3/98

Witness

Michael Pyers

Witness Name

MICHAEL PYERS

Patricia Swaine

Occupation

Grade 5

Signature

P. Swaine

Date

30.3.98

Witness

Michael Pyers

Witness Name

MICHAEL PYERS

