

THIS SALARY PACKAGING AGREEMENT made the day of

BETWEEN:

- (1) **THE UNIVERSITY OF WESTERN AUSTRALIA**, a body corporate established under the University of Western Australia Act 1911, 35 Stirling Highway, Crawley, Western Australia 6009 (“the University”); and
- (2) **EMPLOYEE’S NAME:** (**staff number**) (“the Employee”)
- (3) **EMPLOYEE’S ADDRESS:**

RECITALS:

- A. This salary packaging agreement is entered into pursuant to clause 18.2 of the University of Western Australia Professional and General Staff Agreement 2010 (“the certified agreement”).
- B. The Employee has been provided with a document entitled “Guidelines about the Operation of a Salary Packaging Agreement with the University” (the Guidelines).
- C. Prior to the Employee entering into this agreement, the University recommended to the Employee that the Employee seek independent advice as to the decision whether or not the Employee should enter into this agreement.
- D. The Employee acknowledges that the University has recommended to the Employee that the Employee seek independent advice and, in making the decision to enter into this agreement, the Employee has relied on the Employee’s own independent advice and/or inquiries and not on any document or information provided by the University.
- E. The University and the Employee have agreed on the terms set out in this agreement in order to provide a benefit to the Employee and greater flexibility and choice for the Employee.

OPERATIVE PROVISIONS

1. Instead of the salary that would otherwise be due to the Employee under clause 18.2, the Employee shall be entitled to receive a salary reduced to the extent necessary to provide a package for the Employee.

Structure of Salary Packaging Arrangement

2. Instead of the salary that would otherwise be due to the Employee under clause 18.2 and schedule A or clause 18.1 of the relevant certified agreements:
 - (a) 8.25% per annum of the salary that would otherwise be due to the Employee under clause 18.2 of the certified agreement shall be paid in the following way - 7% shall be paid by the University as a University superannuation contribution to UniSuper Defined Benefit Plan/Investment Choice Plan in respect of the employee and 1.25% shall cover UniSuper in respect of contributions tax and administration;
 - (b) an amount to be determined between the employee and the Salary Packaging Coordinator may be paid by the University as a University superannuation contribution to UniSuper Award Plus Plan and/or Investment Choice Plan in respect of the Employee;
 - (c) child care fees shall be paid by the University for the provision by the University of childcare facilities and programs at the University’s childcare centres including: UWA Child Care Centre; After School/Vacation Care Centre; Unicare Child Care Centre; and Unisport for Kids. The provision of Child Care is dependant on the availability at the respective child care centre. It is the responsibility of the employee to check this availability on a year to year basis;
 - (d) car payments inclusive of Fringe Benefits Tax, in line with the Novation Agreement made between the employee, the University and the Financier, may be paid by the University for the provision by the University of a car;
 - (e) provision of a parking permit relieving the employee of parking permit fees;

- (f) provision of certain work related items including: a laptop computer; personal digital assistant; a portable printer; a mobile phone; a briefcase and or certain tools of the trade to a value determined by the employee and the Salary Packaging Coordinator;
- (g) UWA Sports fees may be paid by the University for the provision by the University of sporting facilities, child care facilities and fitness programs at The University of Western Australia Sport & Recreation Association Inc.;
- (h) provision of concessional relocation expenses not provided for by the Universities relocation policy in line with the Fringe Benefits Tax Assessment Act 1986;
- (i) provision of airport lounge membership;
- (j) a % per annum, as set in the attached guidelines (“the Guidelines”), of the total of the payments specified in clauses 2(a), (b), (c), (d), (e), (f), (g) and (i) of this agreement shall be retained by the University towards the cost of maintaining this salary packaging arrangement.
- (k) The employee is entitled to be paid a salary of the balance of the salary that would otherwise be due to the Employee under clause 18.2 and schedule A or clause 18.1 of the relevant certified agreements less the total of the payments specified in clauses 2(a), (b), (c), (d), (e), (f), (g), (h), (i) and (j) of this agreement.

Increase or Decrease in Salary During Operation of this Agreement

3. During the operation of this agreement, if there is an increase or decrease for any reason in the salary that would otherwise be due to the Employee under clause 18.2 of the certified agreement, the salary set out in clause 2(k) of this agreement shall be adjusted to reflect the increase or decrease but, unless otherwise agreed with the University, there shall not be as a result of any such increase or decrease an adjustment to the percentage paid in accordance with clauses 2(a) and (k) nor shall there be an adjustment to amounts paid in accordance with clauses 2(b), (c), (d), (e), (f), (g), (h), (i).
4. However, in the event of a decrease in salary, should the decrease mean that the salary set out in clause 2(k) of this agreement becomes less than 100% of the salary that would otherwise be due to the Employee under clause 18.2 of the certified agreement, unless the University and the Employee agree on terms for a new salary packaging arrangement within one month of the decrease in the salary having occurred, the University shall be entitled to terminate this agreement in accordance with clause 6.

Variation of this agreement

5. Unless otherwise agreed with the University, the University shall not be obliged to vary this agreement at the request of the Employee unless there is compliance with the following provisions:
 - (a) the Employee has provided a request to vary their Salary Packaging arrangements in writing utilising the relevant Salary Packaging forms to the University and
 - (b) the written notice of variation must be received by the University prior to the date on which the variation is to take effect provided that where insufficient notice is given the University shall be entitled to effect the variation one month after receipt.

Termination of this Agreement

6. The University and the Employee may for any reason give written notice to the other to terminate this agreement in which case the termination shall come into effect on the date outlined in the written notification.
7. Notwithstanding clause 6, if at any time during the operation of this agreement there are changes to the personal circumstances of the Employee or there are changes in taxation or superannuation law, practice or rulings that alter the benefit to the Employee or the cost to the University of acting in accordance with this salary packaging agreement, unless the Employee and the University agree on terms for a new salary packaging arrangement within one month of the change having occurred, either may, on one months notice in writing to the other, terminate this agreement.

Provision of Information

8. The University shall provide the Employee with this agreement, the Guidelines and, upon request by the Employee, any other information that can reasonably be provided in relation to this salary packaging agreement.

Release and Indemnity

9. As previously mentioned, the purpose of this agreement is to provide a benefit to the Employee and greater flexibility and choice for the Employee. The Employee acknowledges that the Employee has exercised the Employee's own independent judgment in relation to the decision whether or not to enter into this agreement and the Employee is satisfied that the Employee will receive a benefit under this agreement. In consideration for the benefit received by the Employee under this agreement:
 - (a) the Employee releases the University, its officers, employees and agents from all or any claims, actions, demands or proceedings whatsoever arising out of or in any way connected with the provision of the salary packaging arrangement to the Employee;
 - (b) the Employee shall indemnify and keep indemnified the University, its officers, employees and agents against any liability, damage loss, expense costs and proceedings of any nature whatsoever arising out of or in any way connected with the provision of the salary packaging arrangement and whether arising out of or in any way connected with negligence, breach of duty or breach of statute by the University, its officers, employees and agents or otherwise.

The release and indemnity given by the Employee under this clause survive termination of this agreement.

Termination of Employment

10. This salary packaging agreement terminates upon the termination of employment of the Employee for any reason. However, in the event that the Employee commences employment again with the University within a period of one month following termination of employment, the University and the Employee may agree to be bound by the terms of this agreement from the date the Employee again commences employment with the University (and they may so agree without having to enter into a further written agreement).

Suspension of salary packaging arrangement

11. During the operation of this agreement, if the Employee proceeds on sick leave without pay, then, during the period of sick leave without pay, the University shall not be obliged to comply with clauses 1 and 2 of this agreement. However, from the date the Employee again commences paid work for the University, the University may, with the agreement of the Employee, act in accordance with clauses 1 and 2 of this agreement (and the University and the Employee may so agree without having to enter into a further written agreement). If no such agreement is made, the University or the Employee may terminate this agreement with effect from the date the Employee again commences paid work for the University.

Changes in Superannuation Requirements

12. The University and the Employee agree to review this agreement in the event that there is a change in the requirements and procedures in relation to the superannuation funds.

Work Related Items

13. The Employee acknowledges that the University has recommended to the Employee that the Employee insures the work related items specified in clause 2(f) of this agreement.
14. The Employee acknowledges that the University has recommended to the Employee that the Employee comply with the University guidelines regarding the use of the work related items.
15. During the operation of this agreement, should the Employee leave the University or proceed on leave without pay the Employee must repay the balance outstanding on the work related item specified in clause 2(f) of this agreement to the University.
16. Previous Salary Packaging Agreements that include specific provisions of laptop computers still stand until the employee fulfils his obligation to repay the amount.

Novated Vehicle Leases

- 17. The Employee acknowledges that the University has recommended to the Employee that the Employee comply with the University guidelines regarding the use of Novated Vehicle Leases.
- 18. During the operation of this agreement, should the Employee leave the University or proceed on leave without pay the Employee must repay the balance outstanding on the Vehicle specified in clause 2(d) of this agreement to the University.
- 19. The salary packaging of a Novated Lease excludes Fringe Benefits Tax exempt vehicles as provided for in the Taxation Ruling MT 2024.

Pre Existing Salary Packaging Agreements

- 20. Terms and conditions entered into under separate salary packaging agreements specifically the entering into of novated leases, the amounts paid for the provision of child care, voluntary superannuation contributions, parking and UWA Sports membership fees will remain unchanged unless authorised by the employee in consultation with the Salary Packaging Coordinator.

Future Salary Packaging items

- 21. The offer to salary package has been drafted inline with current University Policy regarding salary packaging and operates in accordance with the Fringe Benefits Tax Assessment Act 1986.
- 22. This offer to salary package includes all the current items listed in this agreement (and in the attached Guidelines) and also provides for any new item that the University endorses as part of its Salary Packaging policy in the future.
- 23. The University will continue to advance and implement new items as a further benefit to staff and reference to items able to be packaged will continue to be reflected in the Salary Packaging Guidelines (as attached to this agreement).

Date Salary Packaging Arrangement comes into Effect

- 24. The salary packaging set out in this agreement shall take effect from the next available pay.

EXECUTED as an Agreement.

SIGNED FOR AND ON BEHALF OF)
THE UNIVERSITY OF WESTERN)
AUSTRALIA)

.....
Payroll & Benefits Officer

SIGNED by Employee

SIGNED by Witness

.....
Employee
Name (printed):

.....
Witness
Name (printed):

ACKNOWLEDGEMENT

I, (name), acknowledge that the University has recommended that I obtain independent advice (financial/legal) about this Agreement. I acknowledge that I have received and understand that independent advice and rely upon it in making the decision to sign this Agreement.

Signature: _____

Date: _____

in the presence of:

Witness Signature: _____

Witness Name: _____

Date: _____

Address: _____
