



Additional Monies Salary Sacrifice Agreement

This agreement provides a Salary Sacrifice option for the payment of additional monies directly into the UniSuper or WestState account for the employee. The Agreement must be completed, signed and in place prior to any work being carried out.

Curtin University (hereinafter referred to as the University) offers

(Employee's full name)

(hereinafter referred to as the employee) the following arrangements for salary sacrifice for specified additional monies for the period

(Dates for either a semester period or a full year period)

The employee agrees that any designated payments in excess of their substantive salary*, which may be awarded through and of the schemes listed below will be sacrificed and paid by the University as an employer contribution to either the UniSuper Award Plus Plan (APP) or the West State Superannuation Fund (WSS).

Additional Monies Descriptions	Please tick
Personal Loading	
Salary Supplementation – Performance at a Higher Level	
Salary Supplementation – Additional Responsibilities	
Performance Bonus Payment - Outstanding performance of normal duties	
Performance Bonus Payment - Additional responsibilities at a higher level	
Additional/Irregular Duties	
Offshore Teaching/Coordination	
Offshore Program Fees	
Offshore Marking	
Offshore Admin Duties	
Summer School Payment	
Research Activities	
Specific Task/Project	
**University Based Consultancy	
Other – Please specify	

* - refer notes at end of document

Introduction

The University offers employees, through several policies approved by Council, the opportunity for additional financial reward, over and above the salary and allowances provided under the Enterprise Agreements or special negotiated arrangements specified in the employee's contract of employment. Generally these additional financial rewards are paid in a single lump sum amount. The University allows staff to salary sacrifice additional remuneration under certain conditions.

This option is entirely separate from any other salary packaging arrangement negotiated through the provisions of Flexible Remuneration, as provided in the Enterprise Agreements, and provides employees with a further opportunity to supplement their superannuation contributions to the UniSuper Award Plus Plan (APP) or West State Superannuation (for GESB and West State members only) which are recognised University schemes.

For this specific package the University recommends, but does not require, the employee to seek advice from a Remuneration Consultant on professional and financial matters concerning their remuneration since these monies to be sacrificed are in addition to the agreed salary and allowances payable under the Enterprise Bargaining Agreement and as stated in the individual contract of employment. The Employee needs to accept that it is his or her responsibility to seek this independent advice and the University is not responsible should the arrangements agreed prove, at any time, to be inappropriate for the employee's circumstances.

Terms and Conditions

The Offer is conditional upon the Employee signing this Agreement in acceptance of the Offer and agreeing to be bound by the following terms and conditions. The headings in these terms are used for convenience and shall not affect the interpretation of the Agreement.

Additional Monies

The University offers employees, through several policies approved by Council, the opportunity for additional financial reward, over and above the salary and allowances provided under the Enterprise Agreements or special negotiated arrangements specified in the employee's contract of employment.

This Offer does not guarantee that additional financial rewards will be provided to the employee.

This Offer provides only for the salary sacrifice of such monies, should the employee accrue additional monies in accordance with the specified policies for Additional Duties, Salary Supplementation, Personal Loading, Performance Bonus and Consultancy, Research, Offshore work.

The employee accepts that to be an effective salary sacrifice agreement, this agreement must be signed in advance of any work being performed that will lead to the payment of additional monies required to be sacrificed.

The monies will be paid to the nominated superannuation fund as an employer contribution. This payment is then subject to Contributions Tax and subsequently reported to the Australian Taxation Office (ATO). It is in your interest to review and be aware of the ATO requirements and contribution caps.

<https://www.ato.gov.au/individuals/seniors-and-retirees/super/contribution-caps/>

Term of the Salary Sacrifice Arrangement

The period of this packaging arrangement shall be for a full one year period commencing on the 1st July and ceasing on the 30th June. A further arrangement can be negotiated to continue/amend these arrangements when this period is completed. The arrangement can be terminated by the Employee by giving the University one month's notice in writing.

The University may terminate the arrangement at any time should changes in any legislation, or the enactment of any new legislation, impose on the University financial or other obligations which are, in the University's sole discretion, unacceptable to the University.

Employee's Obligations and Responsibilities

The Employee accepts that it is his or her responsibility to seek independent advice on professional and financial matters and the appropriateness of the Offer to his or her specific circumstances.

The Employee agrees that the University, its officers, employees, contractors or agents cannot be held responsible should the arrangement prove, at any time, to be inappropriate to the Employee's circumstances.

The Employee agrees to be bound by the arrangements, procedures and requirements contained in this agreement. The Employee agrees to keep the University indemnified against any loss or liability (contingent or otherwise) arising from the termination of this Agreement by either party for any reason.

Confidentiality

The University will not provide information concerning the affairs of the Employee to a third party without the written consent of the Employee (unless obliged under law to do so), other than to:

- The Australian Taxation Office in the event of an audit
- Authorised University staff requiring access in the performance of their duties
- Authorised personnel of an organisation requiring access in the performance of their duties in providing an administrative service for superannuation benefits
- Report to the University the operation of this salary sacrifice arrangement.

Other Employment Terms Unchanged

All other terms and conditions of the Employee's employment remain unchanged. This may also include an Offer of Salary Packaging in accordance with the provision of flexible remuneration as stated in the Enterprise Bargaining Agreements.

Acceptance

The Employee is to indicate their acceptance of this Offer by signing below and forwarding the completed form to their HR People Service Team.

Acceptance by Employee

I, _____ (Print Name)
(the Employee)

accept the Offer of the University to Salary Sacrifice any Additional Monies and:

- a) agree to be bound by the Terms and Conditions set out above;
- b) acknowledge that all other terms and conditions of my employment remain unchanged;

Employee Signature

Staff ID

Date

A copy of the completed authorised agreement will be returned as confirmation.

Signed on behalf of Curtin University of Technology by:

Associate Director, People Services

Date

Notes:

1. *Substantive Salary is the Salary listed in the Offer of Employment
2. ** Consultancy payments can only be paid direct to the superannuation fund under this agreement where the payment meets the requirements of University Based Consultancy (refer attached copy of the University Policy on Consultancy);
3. Payment will only be processed upon receipt of the approved form as shown on the People Services home page. (No other forms/memos are acceptable);
4. Private Consultancy payments **cannot** be Salary Sacrificed under this agreement.