

Salary Sacrifice Terms and Conditions

This document sets out terms and conditions of the salary sacrifice agreement between University of New England (UNE) and all continuing or fixed-term employees. It is the employee's responsibility to read and understand them. By taking up an offer under this document the employee agrees to the terms and conditions that it contains,

The terms and conditions must be read in conjunction with clause 20 of the *UNE Academic and English Language Teaching Staff Enterprise Agreement 2020-2022*, or clause 17 of the *UNE Professional Staff Enterprise Agreement 2020-2022*. Subject to this clause, UNE reserves the right to make any changes to the terms and conditions.

1. Salary Sacrifice Statement

1.1 Employees of UNE on continuing or fixed-term employment may at their own discretion enter into arrangements with UNE where they agree to forgo cash salary and receive certain benefits in lieu including additional superannuation contributions. These Terms & Conditions regulates the operation of these arrangements referred to as the "Salary Sacrifice Program" (the Program). The terms recognises that:

1.1.1 In providing benefits, UNE needs to ensure that it is protected against loss in the event an employee falls short of their program obligations. Accordingly the employee agrees that they indemnify UNE against loss or liability arising as a result of the provision of any benefits under the Program.

1.1.2 In providing benefits, UNE needs to ensure that it is protected against loss in the event an employee falls short of their program obligations. Accordingly the employee agrees that they indemnify UNE against loss or liability arising as a result of the provision of any benefits under the Program.

1.1.3 Changes to the rate of Fringe Benefits Tax (FBT) applying to benefits, or to the manner in which FBT is calculated, may vary due to changes in legislation or interpretations by the courts or the Commissioner of Taxation. Under the Terms and Conditions, UNE reserves the right to alter benefits to ensure the Total Employment Cost established for the employee does not increase as a result of such changes.

1.1.4 All arrangements under the Salary Sacrifice Program will apply to the foregoing of future earnings only

1.2 UNE may terminate any arrangement under the Salary Sacrifice Program should changes in legislation, the enactment of new legislation or

interpretations by the courts or Commissioner of Taxation imposes on UNE financial or other obligations which are, in its opinion, unacceptable to UNE.

2. Obligations and responsibilities

2.1 UNE, its officers, employees, contractors or agents are not engaged in rendering professional, financial or taxation advice. Employees accept and agree that it is their responsibility to seek independent advice on these matters and the appropriateness of any salary sacrifice arrangement to their specific circumstances.

2.2 Employees agree that neither UNE, its officers, employees, contractors or agents can be held responsible should the benefits provided prove at any time to be inappropriate to their circumstances.

2.3 Employees agree to keep all receipts and documentation for goods and services provided under the Salary Sacrifice Program, and to make such available for inspection if requested by UNE. Where the employee seeks reimbursement for an expense, the receipt must be forwarded to UNE with an attached Expense Claim Reimbursement Form.

2.4 Employees agree to be bound by the arrangements, procedures and requirements of the Salary Sacrifice Program and as otherwise directed by UNE.

2.5 Employees agree to keep UNE indemnified against any loss or liability arising from:

- the cessation of any of their benefits payments
- any variation to the terms and conditions on which their salary and benefits are provided to them
- any liability to Fringe Benefits Tax under the Salary Sacrifice Program
- the payment of salary and benefits in advance
- UNE arranging for a third party to provide benefits to or for their benefit
- termination of an agreement under the Salary Sacrifice Program by either party for any reason.

2.6 Employees agree to compensate UNE for all administrative costs and charges incidental to the provision of salary and benefits under the Salary Sacrifice Program as determined from time to time by UNE or third parties on its behalf. For this purpose such compensation may form part of the total cost of the benefits provided under the Program.

2.7 Employees agree to either cease the salary sacrifice arrangement or make alternative arrangements to continue making payments for the total costs associated with any benefits whilst on leave without pay.

3. Effect of termination of Salary Sacrifice Program arrangement

3.1 On termination of any agreement to provide benefits under the Salary Sacrifice Program:

3.1.1 The obligation of UNE to provide benefits immediately ceases without claim by employees for any compensation whatsoever.

3.1.2 Any novation or rental agreement immediately ceases.

3.1.3 Salary and benefits are reconciled as at the termination date. Any accrued but unpaid remuneration is paid to employees as salary. Alternatively, the employee agrees by entering into the Program that any over-payment arising from remuneration being provided in advance is to be repaid to UNE.

3.1.4 Monies owing to UNE become due and payable upon demand whether such sums are then due to be paid or not. Unless otherwise agreed, repayment is by way of payroll deduction from future fortnightly salary.

3.1.5 Repayment terms will be reached in writing between employees and UNE.

3.2 Where agreements are terminated as a result of employees ceasing employment at UNE, the employee agrees:

- that any monies owing can be off-set against any salary, leave and other remuneration that may be due and payable to the employee;
- to re-pay any remaining monies owed to UNE; and
- to reimburse UNE for any liabilities which may be determined subsequent to the employment ceasing but which arise from the Salary Sacrifice Program.