

**REGISTER OF
ENTERPRISE AGREEMENTS**

ENTERPRISE AGREEMENT NO: EA04/18

**TITLE: Calvary Retirement Community Cessnock Salary Packaging
Enterprise Agreement 2003**

I.R.C. NO: IRC3/6854

DATE APPROVED/COMMENCEMENT: 17 December 2003

TERM: 36

**NEW AGREEMENT OR
VARIATION:** New

GAZETTAL REFERENCE: 13 February 2004

DATE TERMINATED:

NUMBER OF PAGES: 3

COVERAGE/DESCRIPTION OF

EMPLOYEES: The agreement applies to all employees and places of employment operated by Calvary Retirement Community Cessnock, located at 113 Allandale Rd, Cessnock NSW 2325, who fall within the classifications and coverage of the Health Employees Conditions of Employment (State) Award; Charitable Sector, Aged and Disability Care Services (State) Award; Nursing Homes and C. Nurses (State) Award; and Public Hospitals Nurses (State) Interim Award

PARTIES: Calvary Retirement Community Cessnock -&- the Health Services Union, New South Wales Nurses' Association

Calvary Retirement Community Cessnock
Salary Packaging enterprise Agreement 2003

1. Title

This agreement shall be known as the Calvary Retirement Community Cessnock Salary Packaging Enterprise Agreement 2003 ("the Agreement").

2. Arrangement

| Clause No. | Subject Matter |
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3. Application

This Agreement shall apply at all places of employment operated by Calvary Retirement Community Cessnock (hereinafter called 'CRCC') the office of which is located at Allandale Road Cessnock in the State of New South Wales and to all employees who are covered by the terms of the Health Employees Conditions of Employment (State) Award, Charitable Sector, Aged and Disability Care Services (State) Award, Nursing Homes and C. Nurses (State) Award and Public Hospitals Nurses (State) Interim Award, hereinafter referred to as 'the Awards'.

4. Parties Bound

This Agreement shall be binding upon:

- 4.1 Calvary Retirement Community Cessnock (CRCC)
- 4.2 All employees of CRCC, other than employees who are not engaged pursuant to conditions regulated by any of the Awards referred to in clause 3 hereof, who may eligible for salary packaging as a remuneration option
- 4.3 The New South Wales Nurses' Association and Health Services Union (NSW and ACT), hereinafter referred to as 'the Unions', in relation to employees of CRCC who are members or eligible to be members of any of the Unions and who may be covered by any of the Awards referred to in clause 3.

5. Operative Date

This agreement shall operate from the beginning of the first pay period commencing on or after the date of approval, being, pursuant to the Industrial Relations Act 1996 and shall remain in force for a period of three years and thereafter in accordance with the Act.

6. Relationship to Existing Awards

- 6.1 This agreement shall be read and interpreted in conjunction with the provisions of the Awards.
- 6.2 This Agreement over-rides the provisions for salary packaging contained within the Awards.

7. Salary Packaging

7.1

(i) Salary packaging means that an employee will have part of their remuneration packaged into a fringe benefit, which does not constitute a direct payment to the employee but is payable to a bona fide third party. Subject to Australian taxation law, the packaged portion of salary will reduce the salary subject to appropriate PAYG taxation deductions by the amount of that packaged portion. Neither the employer nor the employee may exercise their right to continue to receive their applicable award salary, in addition to the amount packaged.

(ii) The terms and conditions of a remuneration package offered to an employee shall not, when viewed objectively, be less favourable than the entitlements otherwise available under the award and shall be subject to the following provisions.

- a) Any allowance, penalty rates, overtime, payment for unused leave entitlements, other than payments for leave taken whilst employed, shall be calculated by reference to the salary which would have applied to the employee but for the Remuneration Packaging Agreement.
- b) Superannuation Guarantee Contributions will be calculated with reference to the salary the employee would have been entitled to receive but for the remuneration packaging agreement.
- c) All award conditions, other than the salary and those expressly provided for within this agreement shall continue to apply.

7.2 Further,

- a) A copy of the "CRCC Remuneration Packaging Agreement" shall be made available to the employee.
- b) The employer shall ensure that the structure of any packaging complies with taxation and other relevant laws.
- c) The employee shall be entitled to inspect details of the payments made under the terms of this agreement.
- d) Where at the end of the Fringe Benefit Tax year the full amount allocated to a specific benefit has not been utilised, it will be paid as salary, which will be subject to appropriate taxation requirements. By agreement between the employer and the employee, any unused benefit may be carried forward to the next period on the basis that any FBT obligation is accepted by the employee.
- e) A remuneration package may be changed or terminated at any time, by agreement of the parties.
- f) Either party may unilaterally withdraw from a remuneration packaging agreement by providing one month's written notice to the other party. A lesser period of notice or no notice may be provided in circumstances identified in subclause 7.2(g).
- g) The employer may terminate a remuneration packaging agreement, at any time, should the employer cease to attract exemption from the payment of Fringe Benefit Tax or should amendments to legislation be made that are detrimental to, or increase the costs of remuneration packaging arrangements.
- h) Where a remuneration packaging agreement is terminated the employee's salary will revert to the applicable award classification rate the employee would have been entitled to receive but for the remuneration packaging agreement.

- i) 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. Benefits not paid on or before the date of termination shall be treated as salary and the appropriate tax deducted.
- j) Employee's accepting the offer to salary package do so voluntarily. Employees are advised to seek independent financial advice and counselling to apprise them of the implications of salary packaging on their individual personal financial situations.

8. Dispute Resolution

As per the Awards

9. Anti Discrimination

As per the Awards

10. Capability to Vary the Agreement

Subject to the requirements of the Industrial Relations Act 1996, an application to vary any of the terms of this Agreement can be made under the Act. Such application must be in writing and agreed to by the parties.

This Agreement is made this.....day of.....2003.

 For and on Behalf of Witness
 Calvary Retirement Community.
 Cessnock
 DATE:

 For and on Behalf of Witness
 Health Services Union
 DATE:

 For and on Behalf of Witness
 New South Wales Nurses' Association
 DATE: