

**REGISTER OF
ENTERPRISE AGREEMENTS**

ENTERPRISE AGREEMENT NO: EA03/211

**TITLE: The Yeoval Community Hospital Cooperative Ltd Nurses
Remuneration Packaging Agreement 2003**

I.R.C. NO: IRC3/4745

DATE APPROVED/COMMENCEMENT: 5 September 2003

TERM: 12 months

**NEW AGREEMENT OR
VARIATION:** New

GAZETTAL REFERENCE: 14 November 2003

DATE TERMINATED:

NUMBER OF PAGES: 4

COVERAGE/DESCRIPTION OF

EMPLOYEES: The agreement applies to all full-time and part-time nurses of Yeoval Community Hospital Cooperative Ltd who fall within the coverage of the Private Hospitals Industry Nurses' (State) Consolidated Award.

PARTIES: Yeoval Community Hospital Co-operative Ltd -&- the New South Wales Nurses' Association

YEOVAL COMMUNITY HOSPITAL COOPERATIVE LTD NURSES REMUNERATION PACKAGING AGREEMENT 2003

1. Title

This agreement shall be known as *The Yeoval Community Hospital Cooperative Ltd Nurses Remuneration Packaging Agreement 2003*.

2. Index

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3. Scope and Application

This agreement shall be binding upon Yeoval Community Hospital Cooperative Ltd and the full time and part time nurses of Yeoval Community Hospital Cooperative Ltd.

4. Date of Operation

This agreement shall operate from the first pay period to commence on or after the date of certification of this Agreement and shall operate for a period of one year.

5. Relationship to Parent Award

The Parent Award is;

The Private Hospital Industry Nurses' (State) Award.

The terms and conditions of this Agreement shall be read and interpreted in conjunction with all clauses of the above Award. In the event of any inconsistency, this Agreement shall prevail to the extent of the inconsistency.

6. Remuneration Packaging

Where agreed between the employer and the employee, and employer may introduce remuneration packaging in respect to salary as detailed in Clause 9 and Table 1 of the Parent Award.

This shall mean that an employee will have part of their salary packaged as a fringe benefit which does not constitute a direct payment to the employee but is payable to a bona fide third party via a debit card. The terms and conditions of such a package shall not, when viewed objectively, be less favourable than the entitlements otherwise available under the Parent Award and shall be subject to the following provisions:

- (i) The employer shall ensure that the structure of any agreed package complies with taxation and other relevant laws;

- (ii) The employer shall confirm in writing to the employee the classification level and current salary as applicable to the employee under Table 1 of the Parent Award;
- (iii) The employer shall advise the employee, in writing, of his/her right to enter into salary packaging arrangements;
- (iv) The employer shall advise the employee, in writing, that all Parent Award and employment contract conditions, other than salary shall continue to apply;
- (v) The employee may package up to \$14040 under current Fringe Benefits Tax legislation of the applicable salary prescribed in Table 1 of the Parent Award into a non-salary fringe benefit;
- (vi) The employee shall advise the employer, in writing, that they have sought financial advice and are informed of and understand the financial implications of their individual salary packaging agreement;
- (vii) The employee shall establish a debit card account for the purpose of purchasing goods and services from third parties;
- (viii) The employee will reduce the balance of their salary packaging debit card to \$50 or less as at the 31 March each year;
- (ix) The employee shall use their salary packaging debit card only to purchase goods and services from third parties;
- (x) A copy of the Agreement shall be made available to the employee;
- (xi) The employee shall retain details of the payments and transactions made under the terms of this agreement and for taxation purposes;
- (xii) The employee shall inform the employer, in writing annually of the amount of salary to be packaged. If the employee does not inform the employer of any change to the amount, the amount for the previous year will continue to be packaged;
- (xiii) In the event that the employer ceases to attract exemption from payment of Fringe Benefits tax, all salary packaging arrangements shall be terminated and individual employee's wages will revert to those specified in Table 1 of the Parent Award. Notice of such termination shall be one month;
- (xiv) Notwithstanding any of the above arrangements, the employee may cancel any salary packaging arrangements by the giving on one months' notice of cancellation to the employer;
- (xv) 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 and all leave entitlements due on termination shall be paid at the rates in accordance with the rates of pay in Table 1 of the Parent Award, the Parent Award generally and/or contractual arrangements. Any outstanding benefit still due under this agreement upon termination shall be paid on or before the date of termination. The employee shall reduce any outstanding balance of benefit on their debit card account to zero and close the account by the 31 March following cessation of employment;
- (xvi) The calculation of entitlements concerning in service paid leave including annual, sick and long service leave, occupational superannuation and annual leave loading will be based on the value of the employee's total wage as outlined in Table 1 of the Parent Award;
- (xvii) In the event of a worker's compensation claim the employee's salary package may be suspended for the duration of the claim;

