

REGISTER OF ENTERPRISE AGREEMENTS

ENTERPRISE AGREEMENT NO: EA04/207

TITLE: The Lorna Hodgkinson Sunshine Home Salary Packaging Enterprise Agreement 2004

I.R.C. NO: IRC4/3199

DATE APPROVED/COMMENCEMENT: 21 June 2004

TERM: 36 Months

**NEW AGREEMENT OR
VARIATION:** New

GAZETTAL REFERENCE: 30 July 2004

DATE TERMINATED:

NUMBER OF PAGES: 3

COVERAGE/DESCRIPTION OF

EMPLOYEES: The agreement applies to all employees of The Lorna Hodgkinson Sunshine Home located at 212 Pacific Highway, Gore Hill, NSW 2065 who fall within the coverage of the Nurses other than in Hospitals (State) Award and the Charitable Sector Aged Services and Disability Care (State) Award

PARTIES: The Lorna Hodgkinson Sunshine Home -&- the Health Services Union

THE LORNA HODGKINSON SUNSHINE HOME SALARY PACKAGING ENTERPRISE AGREEMENT 2004

1. Title

This Agreement shall be known and referred to as The Lorna Hodgkinson Sunshine Home Salary Packaging Enterprise Agreement 2004 (the "Agreement").

2. Parties

This Agreement will be binding on:

2.1 The Lorna Hodgkinson Sunshine Home (ACN 000 147 482) of 212 Pacific Highway, Gore Hill in the State of New South Wales, (the "Company");

and

2.2 The Health Services Union of 109 Pitt Street, Sydney, in the State of New South Wales; and

2.3 The New South Wales Nurses' Association of 43 Australia Street, Camperdown, Sydney, in the State of New South Wales.

3. Scope

3.1 This Agreement applies to employees employed by the Company pursuant to the Nurses' Other Than in Hospitals (State) Award and the Charitable Sector Aged Services & Disability Care (State) Award (the "Awards").

4. Definitions and Interpretation

Reference to the Awards in this Agreement is taken to refer to the award that applies to the employment of a particular employee in the given case under the terms of that award as amended from time to time. For example, in the case of nurses employed by the Company it is the Nurses' Other Than in Hospitals (State) Award, in the case of employees such as cleaners and support people it is the Charitable Sector Aged Services & Disability Care (State) Award.

5. Duration

This Agreement will take effect on the date of approval and will remain in force for 3 years.

6. Relationship With the Awards

This Agreement is designed to be read in conjunction with the Awards. It is not intended, other than to facilitate salary packaging, to vary the conditions of employment contained in the Awards.

7. Objectives

7.1 The key objective of this Agreement is to facilitate the provision of salary packaging for employees of the Company.

7.2 The arrangements for salary packaging provided in this Agreement will not impact the definition of ordinary time earnings under the Awards.

7.3 Ordinary time earnings, for superannuation purposes, will continue to be calculated on the pre-packaged salary and wages.

8. Dispute Resolution

- 8.1 The Parties agree that if the dispute relates to salary packaging, the resolution of a dispute will take place as close as possible to the source. In this case, the initial discussion will be held between the Company's Service department in reaching a mutually acceptable solution.
- 8.2 If the initial discussion does not resolve the dispute, the dispute will be referred to the Company's General Manager Human Resources.
- 8.3 During the discussions the status quo will continue to operate.
- 8.4 After the discussions have been exhausted, and the Parties have notified the Industrial Relations Commission of New South Wales (the "Commission") of a dispute, the dispute may be conciliated by the Commission.

9. Salary Packaging

- 9.1 Where agreed between the Company and a full-time or part-time employee, the Company may offer salary packaging. Neither the Company nor the employee may be compelled to enter into a salary packaging arrangement.
- 9.2 Salary packaging shall mean that an employee will have part of their salary packaged into a fringe benefit which does not constitute a direct payment to the employee.
- 9.3 The terms and conditions of such a package shall not, when viewed objectively, be less favourable than the entitlements otherwise available under the Awards and shall be subject to the following provisions:
 - (a) where there is an agreement to salary package, the agreement shall be in writing and made available to the employee;
 - (b) the employee shall have access to details of the payments and transactions made on their behalf. Where such details are maintained electronically, the employee shall be provided with a printout of the relevant information;
 - (c) the Company has the right to vary or withdraw from a salary packaging agreement and/or withdraw from offering salary packaging, at any time;
 - (d) in the event that the Company withdraws from a salary packaging agreement, the individual employee's salary will revert to that specified in the employee's contract of employment or the Awards. The Company will not pay additional compensation to an employee in the event that salary sacrifice provisions are changed or withdrawn.
 - (e) notwithstanding any of the above arrangements, the employee may cancel any salary packaging agreements by the giving of one month's notice of cancellation to the Company.
 - (f) the calculation of entitlements concerning occupational superannuation and annual leave loading on annual leave and any other entitlements under the Awards, will be based on the value of the employee's salary or wage as provided in the Awards;
 - (g) unless there is agreement between the Company and the employee to the contrary, all salary packaging arrangements shall cease during any period of leave without pay, including periods of unpaid sick leave.

SIGNED for and on behalf of THE LORNA
HODKINSON SUNSHINE
HOME by:

In the presence of:

Witness

SIGNED for and on behalf of THE
HEALTH SERVICES UNION by:

In the presence of:

Witness

SIGNED for and on behalf of NEW SOUTH
WALES NURSES'
ASSOCIATION by:

In the presence of:

Witness _____