

Lane Cove Community Aid Service

(Nurses) Salary Packaging Agreement 2004



NEW SOUTH WALES NURSES' ASSOCIATION

ASSOCIATION NOTE

This Award was made by decision of McLeay, CC. in Matter No IRC 960/04 on 22 March 2004.

This print is subject to the settlement of minutes and gazettal of such.

Last write date: 29 March 2004

Lane Cove Community Aid Service (Nurses) Salary Packaging Agreement 2004

1. Title

This agreement shall be known as the Lane Cove Community Aid Service (Nurses) Salary Packaging Agreement 2004 ("the Agreement").

2. Arrangement

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3. Application

This Agreement shall apply to all eligible nurses employed by Lane Cove Community Aid Service, registered office located at 164 Longueville Road, Lane Cove in the State of New South Wales.

4. Parties Bound

This Agreement shall be binding upon:

- (i) Lane Cove Community Aid Service
- (ii) All eligible full time and part time nursing employees of the Lane Cove Community Aid Service.
- (iii) The New South Wales Nurses' Association.

5. Definitions

"Eligible" means any employee who works more than 18 hours per week and has fulfilled their probationary period of employment.

6. Operative Date

This agreement shall operate from the beginning of the first pay period commencing on or after the date of approval, being 22 March 2004, 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.

7. Relationship to Existing Awards

This agreement shall be read and interpreted in conjunction with the provisions of the Nurses, Other Than in Hospitals, &c., (State) Award.

8. Salary Packaging

- (i) Where agreed between the employer and an eligible full-time or part-time employee, an employer may offer salary packaging in respect of salary. Neither the employer nor the employee may be compelled to enter into a salary packaging agreement.
- (ii) 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 but is payable to a bona fide third party.
- (iii) The terms and conditions of such a package 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) the employer shall ensure that the structure of any agreed remuneration package complies with taxation and other relevant legislation;
 - (b) where there is an agreement to salary package, the agreement shall be in writing and made available to the employee;
 - (c) 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;
 - (d) the employer has the right to vary or withdraw from a salary packaging agreement and/or withdraw from offering salary packaging in the event of amendments to legislation that are detrimental to, or increase the costs of, salary packaging arrangements;
 - (e) in the event that the employer withdraws from a salary packaging agreement, the individual employee's salary will revert to that payable prior to salary packaging;
 - (f) notwithstanding any of the above arrangements, the employer or employee may cancel any salary packaging agreements by the giving of one month's notice of cancellation to the other party;
 - (g) the calculation of entitlements concerning occupational superannuation and annual leave loading on annual leave will be based on the employee's total salary prior to salary packaging;
 - (h) unless there is agreement between the employer 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.