

REGISTER OF ENTERPRISE AGREEMENTS

ENTERPRISE AGREEMENT NO: EA05/36

TITLE: Odyssey House Nurses' Enterprise Agreement 2004

I.R.C. NO: IRC4/7140

DATE APPROVED/COMMENCEMENT: 24 December 2004 / 24 December 2004

TERM: 12

**NEW AGREEMENT OR
VARIATION:** New.

GAZETTAL REFERENCE: 4 March 2005

DATE TERMINATED:

NUMBER OF PAGES: 4

COVERAGE/DESCRIPTION OF

EMPLOYEES: The agreement applies to all employees employed by Odyssey House, located at 13A, Moonstone Place EAGLE VALE NSW 2558, who fall within the coverage of the Nurses, &c., Other Than in Hospitals, &c. (State) Award.

PARTIES: Odyssey House -&- the New South Wales Nurses' Association

ODYSSEY HOUSE NURSES' ENTERPRISE AGREEMENT 2004

1. Title

This agreement shall be known as the Odyssey House Nurses' Enterprise Agreement 2004 ("the Agreement").

2. Arrangement

Clause No.	Subject Matter
1.	Title
2.	Arrangement
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12.	Capability to vary the Agreement
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3. Application

This Agreement shall apply at all places of employment operated by Odyssey House the office of which is located at 13A Moonstone Place Eagle Vale in the State of New South Wales and to all employees who are covered by the terms of the Nurses Other Than in Hospitals, & c., (State) Award , hereinafter referred to as 'the Award'.

4. Parties Bound

This Agreement shall be binding upon:

- 4.1 Odyssey House;
- 4.2 All nurse employees of Odyssey House; and
- 4.3 The New South Wales Nurses' Association hereinafter referred to as 'the Association', in relation to employees of Odyssey House who are members or eligible to be members of the Association and who may be covered by the Award.

5. Operative Date

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

6. Relationship to the Existing Award

- 6.1 This agreement shall be read and interpreted in conjunction with the provisions of the Award.
- 6.2 This Agreement over-rides the Award provisions for Salary Packaging, Sick Leave and Bereavement Leave to the extent that they are inconsistent with the provisions contained within the Award.

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.
 - d) Pay increases granted to employees in accordance with the Award shall also apply to employees subject to remuneration packaging arrangements.
- (iii) Employees will obtain 100% of the benefit of Salary Packaging less any directly associated administrative costs.

7.2 Further,

- a) A copy of the "Odyssey House 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.
- e) A remuneration package may be changed or terminated at any time, by agreement by either party in writing.
- f) Either party may unilaterally withdraw from a remuneration packaging agreement by providing two (2) weeks 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.
- k) The employee is to provide the employer with written notice of the acceptance of salary packaging prior to the commencement the first salary packaging pay period.

8. Sick Leave

- (i) Subject to the following limitation and conditions a full time employee shall be entitled to sick leave on full pay calculated by allowing 76 rostered ordinary hours of work for each year of continuous service less any sick leave on full pay already taken:
 - (a) An employee shall not be entitled to sick leave until after three months continuous service.
 - (b) An employee shall not be entitled to sick leave on full pay for any period in respect of which such employee is entitled to accident pay, or workers' compensation; provided, however that where an employee is not in receipt of accident pay, an employer shall pay to an employee, who has sick leave entitlements under this clause, the difference between the amount received as workers compensation and full pay.

The employee's sick leave entitlement under this clause shall, for each week during which such difference is paid, be reduced by the proportion of hours which the difference bears to full pay. On the expiration of available sick leave, weekly compensation payments only shall be payable.
 - (c) Each employee shall, as soon as reasonably practicable and in any case within 24 hours of the commencement of such absence, inform the employer of his or her inability to attend for duty and as far as possible state the nature of the injury or illness and the estimated duration of the absence.
- (ii) The employer shall not change the rostered hours of an employee fixed by the roster or rosters applicable to the fourteen days immediately following the commencement of sick leave merely by reason of the fact that she or he is on sick leave.
- (iii) For the purpose of this clause "Service" means service with Odyssey House.
- (iv) For the purpose of this clause continuity of service shall not be broken by:
 - (a) absences on account of illness or authorised leave of absence;
- (v) Part Time Employees: a part time employee shall be entitled to sick leave in the same proportion of the seventy six hours as the average weekly hours worked over the preceding twelve months or from the time of the commencement of employment, whichever is the lesser, bears to thirty-eight ordinary hours. Such entitlements shall be subject to all the above conditions applying to full time employees.
- (vi) Subject to the provision of a satisfactory medical certificate and sick leave being due, annual leave or long service leave (extended leave) shall be re-credited where an illness of at least one week's duration occurs during the period of annual or long service leave: Provided that the period of leave does not occur prior to retirement, resignation or termination of services, and provided further that the employer is satisfied on the circumstances and the nature of the incapacity.

9. Bereavement Leave

Where an employee’s entitlements under the Award have been exhausted for the purposes of Bereavement Leave an employee is entitled to take an additional one (1) day per death of a person named in the Award or member of the employee’s household.

10. Dispute Resolution

As per the Award

11. Anti Discrimination

As per the Award

12. 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.

13. Renegotiation of the Agreement

The parties commit to re-commence negotiations one month before the ceasing date of this Agreement. Special consideration will be made in renegotiation of the funding arrangements for Odyssey House and the remuneration arrangements of the relevant employees.

Signed By:

(signed on behalf of Odyssey House)

Witness

3 December 2004
Date: _____

New South Wales Nurses’ Association

Witness

30 November 2004
Date: _____