

**REGISTER OF
ENTERPRISE AGREEMENTS**

ENTERPRISE AGREEMENT NO: EA99/291

**TITLE: The Moomba Accomodation Services Incorporated Remuneration
Packaging Agreement 1999**

L.R.C. NO: 99/3923

DATE APPROVED/COMMENCEMENT: 20 September 1999

TERM: 12 months

**NEW AGREEMENT OR
VARIATION: New**

GAZETTAL REFERENCE: -

DATE TERMINATED:

NUMBER OF PAGES: 6

COVERAGE/DESCRIPTION OF

EMPLOYEES: Applies to employees (Co-ordinator and Support Workers) in the occupations identified and situated at the following location: Moomba Accomodation Services Inc, 113 Albany Street, Coffs Harbour, NSW 2450

PARTIES: Moomba Accommodation Services Incorporated -&- Australian Services Union of N.S.W.

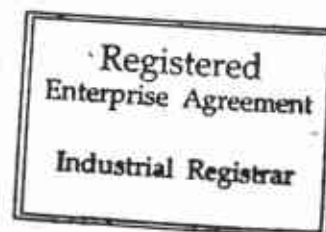


1 Title

THE MOOMBA ACCOMMODATION SERVICES INCORPORATED REMUNERATION PACKAGING AGREEMENT 1999

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3 Scope

This agreement shall be binding upon Moomba Accommodation Services Incorporated and the Australian Services Union. This agreement is made in accordance with the provision of sections 32-47 of the Industrial Relations Act 1996 and the principles for approving enterprise agreements as provided by section 33(1) of the act. The parties to this enterprise agreement are Moomba Accommodation Services Inc 113 Albany St Coffs Harbour NSW 2450 and The Australian Services Union of NSW 35 Regent Street Chippendale NSW 2008.

4 The Enterprise

The enterprise for which the agreement for which the agreement was made is Moomba Accommodation Services Inc 113 Albany St Coffs Coffs Harbour NSW

5 Intention

This agreement shall only apply to employees (Co-ordinator and Support Workers) in the occupations identified and situated at the following at the following location: Moomba Accommodation Services Inc 113 Albany St Coffs Harbour NSW 2450.

6 Duress

This agreement was not entered into under duress by any party to it.

7 Date of Operation

This agreement shall operate from the beginning of 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.

8 Relationship to Parent Award

The parent award is the Social and Community Services (state) Award and any subsequent variation of this award.

The terms and conditions of this agreement shall be read and interpreted in conjunction with all clauses of the Social and Community Services (state) Award. In the event of any inconsistency this agreement shall prevail to the extent of the inconsistency.

9 Remuneration Packaging

6.1 Where agreed between the employer and a full-time or part-time employee, an employer may introduce remuneration packaging in respect of salary as outlined in the Social and Community Services Employees Rates of Pay [State] Award of the Parent Award. This shall mean that an employee will have part of their salary packaged into fringe benefit which does not constitute a direct payment to the employee but is payable to a bona fide third party. The terms and conditions of such a package shall not, when viewed objectively, be less favourable than the entitlements otherwise available under this 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 payable as applicable to the employee under Social and Community Services Employees (State) Award and Social and Community Services Employees Rates of Pay (State) Award;
- (iii) the employer shall advise the employee, in writing, of his or her right to choose payment of the salary referred to on paragraph (ii) above instead of a remuneration package;
- (iv) the employer shall advise the employee, in writing, that all award conditions other than the salary shall continue to apply;
- (v) the employee shall package a maximum of fifty percent (30%) of the applicable salary described in subclause 15.1 into a non-salary fringe benefit. Excepting where the employee can convince the employer that special circumstances exist whether the employee can convert in excess of fifty percent (30%)
- (vi) the employee shall advise the employer, in writing, that the agreed cash component is adequate for his/her ongoing living expenses;
- (vii) where undue duress is placed on a party to enter into such a package it will be open to either party to seek relief in accordance with employee grievance clause 34.1 of the Parent Award;

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- (viii) a copy of the agreement shall be made available to the employee;
- (ix) the employee shall be entitled to inspect details of the payments and transactions made under the terms of this agreement and for this purpose, where such details are maintained electronically, the employee shall be provided with a print out of the relevant information;
- (x) the configuration of the remuneration package shall remain in force for the period agreed between the employee and employer;
- (xi) the employer must ensure that no employee accrues any benefit beyond 30 June in any financial year and that all benefits to which an employee is entitled to under these arrangements are paid prior to 30 June in any financial year;
- (xii) 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 employees wages will revert to those specified in subclause (iv);
- (xiii) notwithstanding any of the above arrangements, the employee may cancel any salary packaging arrangements by giving of one months notice of cancellation to the employer;
- (xiv) 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 this schedule. Any outstanding benefit still due under this agreement upon termination shall be paid on or before the date of termination;
- (xv) the calculation of entitlements concerning occupational superannuation and annual leave loading will be based on the value of the employee's total wage as outlined in Social and Community Services Employees Rates of Pay (State) Award of the Parent Award;
- (xvi) any wage increases that are granted to employees under the Parent Award shall also apply to employees covered by this agreement;
- (xvii) the employee may consult with the representative of the ASU before signing a remuneration package Agreement as described in subclause 6.1

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10 Grievance and Dispute Settling Procedures

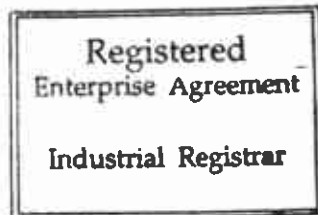
Where a dispute or grievance arises out of the operation of this agreement it shall be dealt with in accordance with clause 34.1 and 34.2 of the Social and Community Services (state)Award.

11 Leave Reserved

Leave is reserved to the parties to this agreement to discuss and introduce further agreed changes within the organisation which will enhance the efficiency and effectiveness of the organisation or enhance the conditions of the employment of the employees.

Where agreement has been reached between the parties on these matters the agreed arrangement will be housed in a document which will form a supplementary agreement to this agreement. This supplementary agreement shall be submitted for certification in the NSW Industrial Relations Commission in accordance with section the NSW Industrial Relations Act 1996.

Provided that this Agreement may further be varied by reference to and in accordance with the powers of the NSW Industrial Relations Commission.



12 Declaration and Signatories

This agreement has been negotiated through extensive consultation between management, employees and the ASU. The content of the agreement has been canvassed with all parties. All parties are entering into this agreement with full knowledge as to the content and effect of the document.

The parties declare that this agreement :

- * is not contrary to public interest;
- * is not unfair, harsh or unreasonable;
- * was at no stage entered into under duress, and;
- * reflects the interest and desires of the parties



PLEASE READ THIS AGREEMENT THROUGH CAREFULLY BEFORE AND AFTER SIGNING

We hereby enter into this agreement and agree to all it's terms

SIGNED FOR AND ON BEHALF OF MOOMBA ACCOMMODATION SERVICES INCORPORATED

Signature *J. M. Hardcastle*

Name J. M. HARDCASTLE

Occupation REGISTERED NURSE
CHEMICAL NURSE CONSULTANT

Date 15/7/99

And

SIGNED FOR AND ON BEHALF OF AUSTRALIAN SERVICES UNION

Signature *Alison Peters*

Name ALISON PETERS

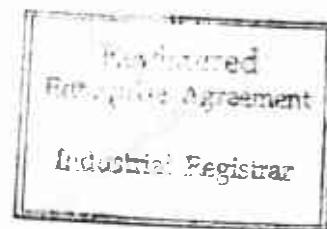
Occupation UNION OFFICIAL

Date 22/7/99

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MOOMBA ACCOMMODATION SERVICES INCORP.

Funded by NSW Health
Funded by Mid North coast Health Services.
113 ALBANY STREET, COFFS HARBOUR. 2450
Phone/fax. 02 66 511 246



MOOMBA ACCOMMODATION SERVICES INCORP. REMUNERATION PACKAGING ENTERPRISE AGREEMENT.

Advice to employees of breakdown of salary under remuneration packaging arrangements.

Set out below are the comparison figures with and without fringe benefits, calculated on each employee's possible number of hours per fortnight and situations and average figures based on a 6 week period (the last six weeks of 1998-1999 year)

No.	HOURS PER FORT-NIGHT	GROSS	LESS TAX ON GROSS	NET	BENE-FITS AT 30%	NEW GROSS	LESS NEW TAX	NEW NET	NEW NET + BENE-FITS	NEW IN-CREASE WITH BENE-FITS
1	82.08	1474.22	373.40	1100.82	442.27	1031.95	214.85	817.10	1259.37	158.55
2	80.00	1252.00	293.30	958.70	375.60	876.40	159.80	716.60	1092.20	133.50
3	107.09	1676.03	463.30	1212.73	502.81	1173.22	265.25	907.97	1410.78	198.05
4	21.92	343.02	91.85	251.17	102.91	240.11	55.30	184.81	287.72	36.55
5	40.00	626.00	71.80	554.20	187.80	438.20	24.80	413.40	601.20	47.00
6	40.00	602.40	89.50	512.90	180.72	421.68	44.35	377.33	558.05	45.15
7	44.59	671.49	104.45	567.04	201.45	470.04	54.00	416.04	617.49	50.45
*AV	59.38	949.31	212.51	736.79	284.79	664.52	116.91	547.61	832.40	95.61
*										
full AV	89.72	1467.42	376.67	1090.75	440.23	1027.19	213.30	813.89	1254.12	163.37
pt AV	36.63	560.73	89.40	471.33	168.22	392.51	44.61	347.90	516.12	44.79

- * Based on SACS category 2 level 4 & 5 where applicable, also Manager's rate based on category 3 level 4. full time average is \$16.36 hr(18.06.1998).
- * Figures do not include allowances due to leave etc.
- * Employees have been given individual numbers because of different tax structures and fortnightly hour rates.
- * Employees will be notified of their individual number.

These arrangements will be offered to eligible staff of Moomba Accommodation Services Incorp. i.e. permanent and part-time employees only. (no casual staff)