

**REGISTER OF
ENTERPRISE AGREEMENTS**

ENTERPRISE AGREEMENT NO: EA01/184

**TITLE: Colour Options (Salary Packaging) Enterprise Agreement
2001**

I.R.C. NO: 2001/2522

DATE APPROVED/COMMENCEMENT: 8 May 2001.

TERM: 24 months.

**NEW AGREEMENT OR
VARIATION:** New.

GAZETTAL REFERENCE: 29 JUNE 2001.

DATE TERMINATED:

NUMBER OF PAGES: 9

COVERAGE/DESCRIPTION OF EMPLOYEES: Applies to all employees engaged as full-time and part-time in the Colour Options Division of Ability Options.

PARTIES: Ability Options Limited -&- Robert Anthony Carroll, Justin Luke Chain, Darryl Raymond Davis, Andrew Nicholas Dover, James Bruce Glase, Margaret Ann Hangan, David John McCarron, Gavin John Molloy, Adam Mumford, Cameron Owen, Ibrahim Saccoh, Jeremy M Squires, Matthew Ian Stainer, Kylie Susan Stewart, Douglas Walker, Kevin Leslie White.



ENTERPRISE AGREEMENT

BETWEEN

ABILITY OPTIONS LIMITED

AND

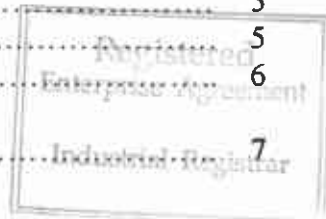
**EMPLOYEES OF ABILITY OPTIONS LIMITED ENGAGED WITHIN
COLOUR OPTIONS,
A DIVISION OF ABILITY OPTIONS LIMITED.**

1. TITLE OF AGREEMENT

This Agreement shall be known as the **Colour Options (Salary Packaging) Enterprise Agreement – 2001.**

2. ARRANGEMENT

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3. PURPOSE OF THIS AGREEMENT

The parties to this agreement wish to register an agreement that allows the parties to negotiate and enter into mutually beneficial salary packaging arrangements.

4. SCOPE

The parties to this agreement are Ability Options and all full-time and part-time employees employed in the Colour Options division of Ability Options.

5. RELATIONSHIP TO PARENT AWARD

It has been determined by the parties to this Enterprise Agreement that the agreement shall be read and interpreted wholly in conjunction with the *Nursery Employees (State) Award* (the 'Nursery Award'), and provided that where there is any inconsistency, this Enterprise Agreement shall take precedence unless otherwise specified.

6. DEFINITIONS

Real wage means wage received by an employee based on the number of ordinary hours normally worked by that employee per week. The real wage shall not include any overtime payments or allowances.

7. SALARIES

- (a) The employee's minimum rate of pay shall be the appropriate award rate of pay, as set out in Table One of this Agreement.
- (b) The rates of pay in Table One of this Agreement shall be varied in accordance with any increase in award rates of pay by way of State Wage Case decision or otherwise.

8. SALARY PACKAGING

Subject to the provisions of Clause 8(c), Ability Options and a full-time or part-time employee may reach an agreement to package up to 50% of the employee's real wage to a non-salary fringe benefit, provided such salary packaging arrangement does not exceed a total grossed-up value of \$30,000. Such salary packaging arrangements to be implemented as follows:

- a) A proportion of the employee's salary will be received by the employee as money, and a proportion will be received in the form of a fringe benefit.
- b) A copy of the agreement shall be made available to the employee, provided that the contents of the employee's salary package will remain confidential to the parties.
- c) Ability Options shall ensure the structure of any package complies with relevant taxation laws. This includes ensuring compliance with any ceiling on the amount of salary that may be packaged, and acceptance of any Fringe Benefit Tax ('FBT') liability arising out of an agreed salary package.
- d) All award conditions other than rates of pay shall continue to apply.

e) Expense items claimed should be principally applicable to, or the direct responsibility of the employee. The following expenses may be deemed to be a fringe benefit for the purpose of this Agreement:

- (1) Payment of mortgage or rent
- (2) Payment of rates and utilities
- (3) Payment of property and life/health insurance's
- (4) Payment of motor vehicle costs and related expenses
- (5) Personal loan repayments
- (6) Payment of credit card expenses, except cash advances
- (7) Payment of other genuine expenses by agreement with the appropriate nominated officer

f) An expense that may be claimed as a tax deduction may not be claimed as a fringe benefit.

g) The parties to a salary package agreement under this clause will observe the appropriate procedure set out in the outsourcing company's Administrative Procedures Manual in order to claim an expense as a fringe benefit. This means, for example, that an employee who has entered into a salary package agreement under this clause must provide invoices, receipts or other proof of expenditure in order to claim the expense as a fringe benefit.

h) It is intended that no employee who enters into a Salary package agreement under this clause will suffer a net detriment in his or her terms and conditions of employment. As such;

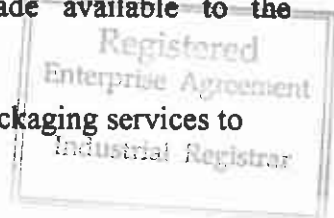
(1) If the total value of the salary package received by the employee is less than what the employee would have been paid if the employee had been remunerated under the Award in any financial year, Ability Options shall pay the employee an amount being the difference between the total remuneration received by the employee and what the employee would have earned under the Award in that financial year.

(2) For the purposes of Clause 8(g)(1), a "financial year" means from 1 July in one year and 30 June in the immediately following year. Any payment made by Ability Options in accordance with Clause 8(g)(1) shall be made in the first pay period on or after 1 July in each year.

(3) All other entitlements under the Awards (other than paid leave entitlements), and superannuation will be calculated by reference to the rate of pay in Table 1 of this Agreement.

(4) A salary package agreement reached pursuant to this clause shall be regarded as ordinary pay for the purposes of paid leave entitlements such as public holidays, annual leave, long service leave and personal/carer's leave.

- (5) If an employee becomes entitled to any payment(s) pursuant to the Workers' Compensation Act 1987, Ability Options shall continue to provide to an employee any balance of the agreed salary package not covered by workers compensation payment(s).
- i) With the agreement of the outsourcing company and provided at least one (1) month's notice is given, an employee may:
- (1) change the components of the salary package agreement under this clause; or
- (2) elect to discontinue salary packaging arrangements, and revert to the appropriate rate of pay in Table 1.
- j) Salary packaging is only offered on the strict understanding and agreement that in the event existing taxation law is changed regarding FBT or personal taxation arrangements, and that change may impact on this agreement, all salary packaging arrangements may, at the discretion of Ability Options, be terminated, or varied to comply with the legislation, provided at least one (1) month's notice is given. Upon termination in these circumstances the employee's rate of pay will revert to the appropriate rate of pay in Table 1.
- k) (1) In the event the employee ceases employment with Ability Options this agreement with that employee will cease as at the date of termination.
- (2) Upon termination of an employee's employment, any outstanding benefit still due pursuant to this agreement, shall be paid on or before the date of termination.
- l) A copy of the agreement, and of the outsourcing company's Administrative Procedures Manual shall be made available to the employee.
- m) 'Remunerator' is the designated provider of salary packaging services to Ability Options.



9. GRIEVANCE AND DISPUTES SETTLING PROCEDURE

- a) The parties recognise that individual and group problems will arise from time to time and that it is necessary to resolve these matters promptly, without affecting the delivery of a high standard of service. The parties to this Agreement are committed to resolving grievances and disputes through open and frank communication.
- b) In the event of an individual or group of employees raising a grievance, or in the event of a dispute arising out of disciplinary action or for any other reason, the following procedure shall be followed:

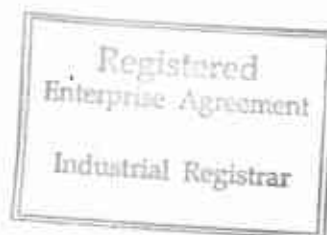
- (1) The employee(s) shall discuss the matter with the Colour Options Manager. The Managers shall regard any matter so raised as urgent and will make every effort to resolve the matter within 48 hours.
- (2) If the matter is still unresolved, then the matter should be taken to, in ascending order: the General manager, Ability Options Board.
- (3) The General Manager should deal with all formal grievances and disputes within 28 days. The actions and decisions of the General Manager must be documented.
- (4) Should the matter remain unresolved the matter may be referred to the Industrial Relations Commission of NSW for conciliation and arbitration, or by agreement to a neutral third party for mediation.
- (5) Employees are entitled to have a representative or nominee present during any of these stages.
- (6) Normal work shall continue while the procedure outlined above is being followed. Except in the event that an employee is suspended for alleged misconduct, no party shall be prejudiced as to final settlement by continuing work in accordance with the disputes procedure.

10. TERM OF AGREEMENT

This Agreement shall take effect from the beginning of the first full pay period to commence on or after the date of its approval by the Industrial Relations Commission of NSW and shall remain in force for a period of two (2) years. This Agreement remains in force until a new agreement takes effect unless varied or terminated as provided by the *Industrial Relations Act 1996*.

11. DURESS

This Enterprise Agreement has not been entered into under duress by any of the parties.



12. SIGNATORIES TO AGREEMENT

Signed for and on behalf of Ability Options Ltd:

Steph Good
(Name)

14 APRIL 2001
(Date)

H Williams
(Witness)

4/4/01
(Date)

Signed by (Employees):

B. Stewart
(signature)

29/3/01
(Date)

Kylie Stewart
(Name)

m Hangan
(signature)

29-3-01
(Date)

Margaret Hangan
(Name)

O Cameron
(signature)

29/3/01
(Date)

OWEN CAMERON
(Name)

OS
(signature)

29/3/01
(Date)

DARYL DAVIS
(Name)

K E W E
(signature)

29/3/01
(Date)

KEVIN WHITE
(Name)



S. Mumford
(signature)

29/3/01
(Date)

ADAM MUMFORD
(Name)

* [Signature]
(signature)

29/3/01
(Date)

NICK DOVER
(Name)

* ALAN
(signature)

29/3/01
(Date)

ALAN M'CURDIE
(Name)

* GAVIN MOLLOY
(signature)

29/3/01
(Date)

GAVIN MOLLOY
(Name)

* ~~BRUCE GLASE~~
(signature)

29/3/01
(Date)

BRUCE GLASE
(Name)

* [Signature] MATTHEW STARNER
(signature)

29/3/01
(Date)

* DAVID
(Name) Signature

DAVID M'CARON
(signature) Name

20/3/01
(Date)

* [Signature]
(Name) Signature

JEREMY SQUIRES
(signature) name

29/3/01
(Date)



* Justin Chain
(Name)

JUSTIN CHAIN
(signature)

(Name)

29/3/01
(Date)

* O Cameron
(signature)

OWEN CAMERON
(Name)

29/3/01
(Date)

* R Carroll
(signature)

ROBERT CARROLL
(Name)

2/4/01
(Date)

* D WALKER
(signature)

DOUG WALKER
(Name)

3/4/01
(Date)

* [Signature]
(signature)

IBETHWI SACCCH
(Name)

3/4/01
(Date)

Mathew Podmore (leave without pay)
(signature)



Adam Hangan (Sick leave)
(Name)

Michael Xerri (Sick leave)
(signature)

(Date)

(Name)

TABLE OF PAY SCALES

Employees employed under the *Nursery Employees (State) Award* (the 'Nursery Award')

Classification	Minimum Rate per week (38 hours)
Senior Nursery Tradesperson	\$533.90
Nursery Tradesperson	\$492.20
Mobile Nursery Person	\$463.00
Trainee Nursery Person	\$442.20
Micro-Propogation Processor	\$442.20
Nursery Hand	\$421.30

