

**REGISTER OF  
ENTERPRISE AGREEMENTS**

**ENTERPRISE AGREEMENT NO:** EA02/261

**TITLE:** On-Focus Inc. Remuneration Packaging Agreement 2000

**I.R.C. NO:** IRC00/5200

**DATE APPROVED/COMMENCEMENT:** 10 November 2000

**TERM:** 10 November 2001

**NEW AGREEMENT OR VARIATION:** New

**GAZETTAL REFERENCE:** 30 August 2002

**DATE TERMINATED:**

**NUMBER OF PAGES:** 4

**COVERAGE/DESCRIPTION OF EMPLOYEES:** Applies only to all full-time and part-time employees who fall within the coverage of the Social and Community Services Employees (State) Award and Clerical and Administrative Employees (State) Award.

**PARTIES:** On - Focus Incorporated -&- Margaret J Allen, Audrey A Bunn, Jeff R Cooper, Barbara H Copeland, Julia M Edwards, Niciole R Foy, Milton J King, Les John Little, Jenny K Parker, Barbara G Perry, Noel G Phillips, Vivienne M Phillips, Dorothy J Scutt, Margaret S Sexton, Amanda J Soutar, Jeanette Speedy, Michele M Ward



**THE ON-FOCUS INC  
REMUNERATION PACKAGING AGREEMENT 2000**

**1. Title**

This agreement shall be known as ON-FOCUS INC. REMUNERATION PACKAGING AGREEMENT 2000.

**2. Index**

<u>Clause</u>	<u>Subject</u>
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4.	Date of Operation
5.	Relationship to Parent Award
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**3. Scope and Application**

This Agreement shall be binding upon the ON-FOCUS Inc. and the employees of the ON-FOCUS Inc.

**4. 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.

**5. Relationship to Parent Award**

The Parent Awards are:

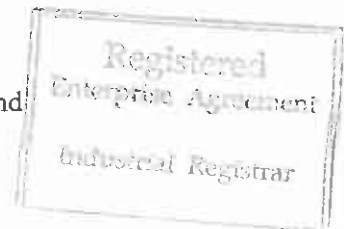
- Social and Community Services (SACS) Employees (State) Award and
- Clerical & Administrative Employees (State) Award.

and any subsequent variation of these Awards.

The terms and conditions of this Agreement shall be read and interpreted in conjunction with all clauses of the above Awards. In the event of any inconsistency, this Agreement shall prevail to the extent of the inconsistency.

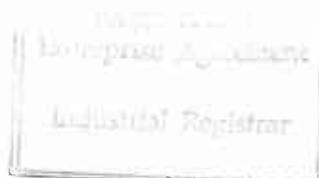
**6. Remuneration Packaging**

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 Clause 10 Rates of pay & Table 1 Part B, Social and Community Services (SACS) Employees (State) Award and Clause 2 Basic Wage & Part B Monetary rates, Clerical & Administrative Employees (State) Award.



This 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. 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 in Clause 10 Rates of pay & Table 1 Part B, Social and Community Services (SACS) Employees (State) Award and Clause 2 Basic Wage & Part B Monetary rates, Clerical & Administrative Employees (State) Award.
- (iii) the employer shall advise the employee, in writing, of his/her right to choose payment of the salary referred to in 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 may package 40% of the applicable salary described in Clause 10 Rates of pay & Table 1 Part B, Social and Community Services (SACS) Employees (State) Award or Clause 2 Basic Wage & Part B Monetary rates, Clerical & Administrative Employees (State) Award into a non-salary fringe benefit up to a maximum of \$15,000 per annum;
- (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 pressure or 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 the dispute settling provisions of Clause 34 Social and Community Services (SACS) Employees (State) Award or Clause 41, Clerical & Administrative Employees (State) Award;
- (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 the employer;
- (xi) in the event that the employer ceases to attract exemption from payment of Fringe Benefits Tax in full or in part all salary packaging arrangements shall be terminated and individual employees' wages will revert to those specified in Clause 10 Rates of pay & Table 1 Part B, Social and Community Services



Employees (State) Award or Clause 2 Basic Wage & Part B Monetary rates,  
Clerical & Administrative Employees (State) Award;

- (xii) notwithstanding any of the above arrangements, the employee may cancel any salary packaging arrangements by the giving of one month's notice of cancellation to the employer;
- (xiii) notwithstanding any of the above arrangements, the employer may cancel any salary packaging arrangements by the giving of three month's notice of cancellation to the employee;
- (xiii) 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;
- (xiv) 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 Clause 10 Rates of pay & Table 1 Part B, Social and Community Services (SACS) Employees (State) Award or Clause 2 Basic Wage & Part B Monetary rates, Clerical & Administrative Employees (State) Award;
- (xv) any wage increases which are granted to employees under the Parent Awards shall also apply to employees covered by this Agreement;
- (xvi) the employee may consult with a representative of any relevant trade union before signing a remuneration package Agreement as described in subclause 6.1.

### **7. 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 Social and Community Services (SACS) Employees (State) Award or Clause 41, Clerical & Administrative Employees (State) Award.

### **8. 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 employment of employees

Where agreement has been reached between the parties on these matters the agreed arrangements 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 Industrial Relations Commission of New South Wales in accordance with the New South Wales Industrial Relations Act 1996.

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



### 9. Declaration and Signatories

This Agreement has been negotiated through extensive consultation between management and the employees. 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 interests and desires of the parties.



THE COMMON SEAL OF *ON-FOCUS Incorporated*  
Was hereto duly affixed  
In the presence of

*J. J. Green*  
Public Officer

DATED 12 October 2000

*P. Murphy*  
Director

DATED 16 October 2000

Signed by the employees of *ON-FOCUS Inc.*

NAME	SIGNATURE	DATE	WITNESS
Margaret J Allen	<i>M. Allen</i>	4-10-00	<i>J. Green</i>
Audrey A Bunn	<i>Audrey A Bunn</i>	4.10.00	<i>J. Green</i>
Julia M Edwards	<i>Julia M Edwards</i>	7/10/00	<i>J. Green</i>
Nicole R Foy	<i>Nicole R Foy</i>	4.10.00	<i>J. Green</i>
Milton J King	<i>Milton J King</i>	4.10.00	<i>J. Green</i>
Les-John Little	<i>Les-John Little</i>	4.10.00	<i>J. Green</i>
Jenny K Parker	<i>Jenny K Parker</i>	4/10/00	<i>J. Green</i>
Vivienne M Phillips	<i>Vivienne M Phillips</i>	4.10.00	<i>J. Green</i>
Margaret S Sexton	<i>M. Sexton</i>	4.10.00	<i>J. Green</i>
Amanda J Soutar	<i>Amanda J Soutar</i>	4.10.00	<i>J. Green</i>
Michele M Ward	<i>Michele M Ward</i>	4.10.2000	<i>J. Green</i>

