

**REGISTER OF  
ENTERPRISE AGREEMENTS**

**ENTERPRISE AGREEMENT NO: EA99/103**

**TITLE: Arthur Yates, Milperra Clerical and Administrative Employees Enterprise Agreement**

**I.R.C. NO:** 99/646

**DATE APPROVED/COMMENCEMENT:** Approved 1 March 1999 & commenced 1 March 1998

**TERM:** 2 years

**NEW AGREEMENT OR VARIATION:** New. Replaces EA 96/70

**GAZETTAL REFERENCE:**

**DATE TERMINATED:**

**NUMBER OF PAGES:** 21

**COVERAGE/DESCRIPTION OF**

**EMPLOYEES:** All clerical and administrative employees of the company at 244-254 Horsley Road, Milperra

**PARTIES:** Arthur Yates & Co Limited -&- B Adams, J Bagley, R Beattie, J Bolton, T Bowden, C Bowmaker, C Boyle, K Camilleri, D Cini, C Cislowski, N Collier, M Crockett, T Diamond, M Dominelli, C Doroszuk, W Durose, E Folder, S Forner, M Fowler, M Gordon, V Greenwood, G Harvey, M Honey, K Lewis, A MacDonald, S Moore, K Moran, C Murray, P Nisha, N Ojeda, N Rochester, S Sadiq, S Sharpe, S Shaw, G Sherwood, L Stromborg, A Taylor, J Taylor, S Taylor, C Tucker, K Vassallo, A Walden



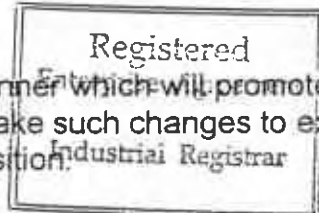
**ARTHUR YATES, MILPERRA CLERICAL AND ADMINISTRATIVE  
EMPLOYEES ENTERPRISE AGREEMENT**

**PREAMBLE**

THIS AGREEMENT has been entered into on the 28th day of February 1998 BETWEEN ARTHUR YATES & CO. LIMITED of 244-254 Horsley Road, Milperra in the state of New South Wales (hereinafter called the Company) AND the duly elected representatives of the clerical and administrative employees with respect to the enterprise at Horsley Road, Milperra, NSW.

WHEREAS the Parties have sought to develop this Agreement through a process of consultation and participation to reflect the on-going commitment towards an efficient and productive operation of the Company, rates of pay and conditions for the Employees reflecting the work done and skills exercised and quality of working life with clear career paths for Employees. To these ends the Company, and the Employees have committed themselves to:

- a. Variation to provisions of the Award by way of Enterprise Agreement to reflect the specific needs of the Company's business;
- b. Ensuring that the award operates in a manner which will promote, to the fullest extent possible, workplace excellence, and to make such changes to existing work practices and processes as will maintain this position;
- c. Continuing to seek improvement in agreed measures of work quality and performance, housekeeping and work environment as the standard of acceptable performance.
- d. Undertaking all work in a flexible manner without any limitations, demarcations or restrictions arising because of past practices, but subject only to the limitations imposed by individual skill levels.
- e. Establishing and maintaining open and direct communication between the Company and all employees on matters of mutual interest and concern.
- f. Avoiding any practice or action which disrupts continuity of production and customer service by resolving employee concerns speedily and effectively through full and open communication and frank discussion along agreed consultative and dispute resolution procedures.
- g. Supporting and maintaining standard of conduct and attendance necessary to ensure a safe, responsible and efficient operation, offering quality of working life for the Employees, a proper level of Employee remuneration reflecting the skills and knowledge of individual Employees, and the contribution made to overall Company performance, and a safe and congenial workplace with confidence both in the future of the Company and the security in employment for the Employees.



TO THESE ENDS, the Company and the Employees have entered into an Agreement covering clerical employees at the site, as follows:-

h. The provisions hereof have been entered into with respect to the Clerical & Administrative Employees (State) Award. Where not otherwise provided, the provisions of the said Award shall continue to apply.

i. The provisions of the said Award which are varied to the extent of the matters hereby agreed are:

Clause 4, "Terms of Engagement" to the extent of Clause 4 of this Enterprise Agreement.

Clause 6, "Hours", to the extent of Clause 1 and 2 of this Enterprise Agreement.

Clause 11, "Wages" to the extent of Clause 6 of this Enterprise Agreement.

Clause 12, "Overtime and Meal Allowance" to the extent of Clause 3 of this Enterprise Agreement.

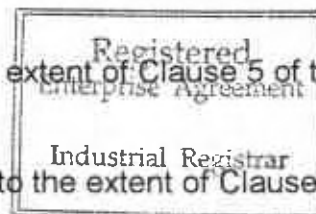
Clause 9, "Sundays and Holidays" to the extent of Clause 5 of this Enterprise Agreement.

Clause 41, "Dispute Settling Procedure" to the extent of Clause 8 of this Enterprise Agreement.

Clause 27, "Superannuation" to the extent of Clause 11 of this Enterprise Agreement.

Clause 39, "Redundancy" to the extent of Clause 12 of this Enterprise Agreement.

j. In respect to the above matters, it has been agreed as follows:



## 1. ALTERNATIVES FOR WORKING A 38 HOUR WEEK

1.1 In addition to the provisions of the Award with respect to a 38 Hour week, the Company may require, through a process negotiated by mutual agreement, employees to work ordinary hours of work under any of the following arrangements:

1.1.1 By employees working a 4 Day Working Week, comprising:

10 hours x 3 days (Monday to Friday)  
8 hours x 1 day (Monday to Friday)

1.1.2 By employees working a 10 day cycle, of the following hours:

8 hours x 9 days 4 hours x 1 day (each alternate Friday)



1.1.3 By employees working an arrangement of hours of:

8 hours x 4 days p.w. Monday to Friday 6 hours on Saturday.  
Where Saturday is worked by agreement, no penalties apply.

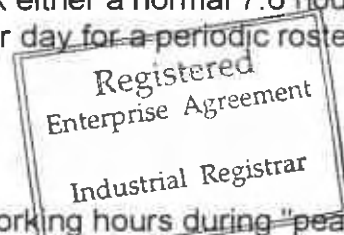
1.2 During the "peak" months, employees may be required to work up to 10 hours per day. Payment shall be for 7.6 hours per day with 2.4 hours "banked" for the work in excess of 7.6 hours. This "banked" time shall accumulate and may be taken off in banks of days (7.6 hours) during "off peak" and "standard" months, PROVIDED THAT no more than one such day shall be taken off during any one week and PROVIDED THAT employees shall remain entitled to ordinary pay of 38 hours for the week in which the accumulated day is taken off. Overtime rates will apply for time worked in excess of the hours for which the employee is rostered to work on any one day.

### Operation of Provisions

1.3 The provisions stated in 1.2 above shall operate so as to provide for an averaging of actual pay over the whole of the work period, except for overtime worked which shall stand outside of the provisions. Therefore, during the "peak" months of work, when employees may be required to work up to 10 hours per day, employees shall receive standard pay as for 38 hours of work, with any additional time worked in excess of 7 hours 36 minutes per day being applied to the bank accumulation. Therefore, an employee who works 10 hours on any day shall have 2.4 hours banked to the credit of the employee for the day, and so on, with respect to all time which exceeds 7.6 hours on any day for the currency of the identified "peak" months. As a result, at the end of the "peak" months an employee have accumulated up to 204 hours (assuming 10 hours of "ordinary" work on each available working day during the period) or up to 119 hours (assuming 9 hours of "ordinary" work on each available day during the period), and so on.

1.4 Such accumulated hours shall be taken as time "off" during the "off peak" months under an arrangement which is agreed between the parties. For example:

- 1.4.1 Under a system where an employee has worked a total of 85 days each of 9 hours (exclusive of meal breaks) during the "peak" period, on the basis of an accumulation on each such day of 1.4 hours, the employee may work a total of 85 days in the "off peak" period each of 6.2 hours, exclusive of meal breaks.
- 1.4.2 Under a system where an employee has worked a total of 85 days each of ten hours (exclusive of meal breaks) during the "peak" period, on the basis of an accumulation on each such day of 2.4 hours, the employee may work 17 weeks each of four days each of 6.5 hours (exclusive of meal breaks).
- 1.4.3 Under arrangements where employees work hours of work during the "peak" period which have an accumulation of hours other than as illustrated above, such hours as are accumulated shall be offset by working arrangements during the "off peak" period which allows for the periodic taking off of time until the accumulated hours have been taken off.
- 1.4.4 During the "standard" period, employees shall work either a normal 7.6 hour day or an 8 hour day with accumulation of 0.4 hours per day for a periodic rostered day off.



#### Payment of Wages under Arrangements

- 1.5 It is the intention of the provisions to provide for normal working hours during "peak" periods to be extended to meet the operating requirements of the enterprise, to be offset by employees being required to work lesser number of hours as ordinary time during periods of lesser demand. This is seen both as meeting the needs of the business as it is conducive to the needs of the employees, principally by providing for increased leisure time for employees at times when work requirements are at their least. It is the further intention of the provisions to allow for averaging of payments of wages so that employees receive a standard and predictable wage for each period of work in which they undertake the ordinary work required for the period.
- 1.6 To achieve this objective, employees will be paid for each week of ordinary work no less than at the rate prescribed for the classification of work irrespective of the ordinary number of hours prescribed for the period. Where such work is more than 7.6 hours per day, employees shall be paid as for 7.6 hours, with the excess balance accumulating to the employee's credit. Where such work is less than 7.6 hours per day on average taken over the week, on the basis that "offset" time has been taken off in the week, payment shall nevertheless be for 7.6 hours per day, on the basis that the time taken off is deducted from the time standing as accumulated time to the credit of the employee, and subject to the number of hours standing to the accumulation of the employee not being exceeded.

## Overtime

- 1.7 Under all work arrangements, (Notwithstanding the provisions in Clause 3, ) overtime shall be paid for all hours which are worked in excess of the hours provided for the day or outside the span of ordinary hours provided herein. For example, an employee who has been rostered to work 6.2 hours on any one day on the basis that time off is being taken to offset accumulated time, shall be paid at the overtime rate of pay provided for all time worked in excess of 6.2 hours on such day, and so on.

## Company to Advise Employees

- 1.8 Under the foregoing arrangements for work, management shall advise employees at the commencement of any work under the accumulation provisions, the hours of work which will be rostered as "normal" and the provisions which are intended to "offset" the accumulated hours. Once determined, the arrangements may only be altered by agreement, with a view to meeting some particular circumstance either for the Company or an individual employee.
- 1.9 Except where otherwise provided, hours shall be worked each continuously, except for meal breaks. Hours which are worked in excess of ordinary hours provided shall be paid at the overtime rates provided in the award or the employee allowed time off in lieu of payment as alternatively provided.

## **2. GENERAL PROVISIONS RELATED TO WORKING A 38 HOUR WEEK**

Subject to the existing provisions of the Clerical & Administrative Employees (State) Award relating to the span of ordinary working hours, the following provisions shall apply:

- 2.1 Starting time for employees may be staggered to ensure that the workplace is staffed by an employee at all times, working ordinary hours of work, when there is a need for the Company to provide services to its clients.
- 2.2 Hours shall be worked continuously except for usual breaks.
- 2.3 The Company may transfer employees from one system for working ordinary hours to another on the giving of seven (7) clear days notice of its intention to do so. The Company for its part shall have regard to individual personal circumstances of any affected employee and any potential hardship which may arise from a requirement that the employee change his or her arrangements for work.
- 2.4 Subject otherwise to the provision of Clause 6 of the Clerical & Administrative Employees (State) Award an employee who has accumulated an entitlement for taking rostered days off of three (3) days, may seek to redeem payment on account of accrued entitlement, on the basis that there will remain at least one (1) day as entitlement for a rostered day off for the employee. Such redemption payment must be mutually agreed with management. Where agreement cannot be reached, the provisions of the Award will apply.



### **3. OVERTIME**

- 3.1 The Company may require clerical employees to work up to one hour per day (to a maximum of 5 hours per week) without the payment of overtime penalty. The overtime requirement under this provision would not exceed 50 hours in any one year.
- 3.2 Overtime worked in excess of 5 hours per week or 50 hours in any one year shall be at the rate of time and one half for the first hour and double time thereafter PROVIDED that all work performed under such arrangement is within the span of ordinary hours. All work performed outside the span of ordinary hours shall be paid at the appropriate overtime rates on the basis of actual time worked. Each days overtime shall stand alone.
- 3.3 Where an employee has worked a 10 hour day, as provided in 1.2 above, he/she will be permitted a crib break of 20 minutes prior to commencing overtime. In all other instances, the crib break will be taken at completion of 10 hours on the day; being an accumulation of ordinary hours and overtime hours, provided that work is continued beyond that time and irrespective of the fact that more than 5 hours may have been worked since a break had been previously taken.
- 3.4 An employee who works overtime for more than two hours on any day or shift after the fixed ceasing time and which overtime extends beyond 6.00 p.m. on the day of work, shall be paid the amount of \$8-00 as a meal allowance unless notified on the previous day of the intention to work such overtime. Should an employee be notified of the intention to work overtime and then not be called upon to do so, he/she shall be paid the \$8-00 meal allowance.
- 3.5 Part-time and casual employees may be required to work additional hours to the number of hours which they are primarily engaged. In this event, overtime will be paid only for such hours as are worked for which a full time employee would have received overtime.

### **4. TERMS OF ENGAGEMENT**

In addition to the terms of engagement provided for Clerks in the Clerical & Administrative Employees (State) Award, clerical employees may be employed by the Company under fixed term conditions, providing for:

- 4.1 Fixed Term Employees
  - 4.1.1 A term fixed for some special duration, e.g. during the peak spring period or any other period of seasonal demand, or to replace an employee absent on an extended period of leave or other cause.
  - 4.1.2 A term providing for specified hours to be worked on nominated days or to meet some particular circumstances for the Company, which may include, but not be limited to, one day in a period on a regular basis. This clause may be used to engage persons during ordinary time worked on Saturday mornings, for example.

## 4.2 Casual Employees

- 4.2.1 Casual employees shall be engaged by the Company by the day. Each day's employment shall stand alone and successive days of work shall be deemed to be worked under renewed contracts of engagement. In the event that there are successive days of engagement, casual employees shall be paid on the normal pay day for the establishment for the hours worked during the normal pay period.
- 4.2.2 The rate of pay set out hereunder applying to casuals is an all up payment including all entitlements by way of loadings and penalties and includes a factor on account of annual leave. A casual employee ceasing to be offered further work shall not thereby have any entitlement to additional pay. The rate of pay for casual employees shall be:

Grade 1 Casual - \$16.41 per hour  
Grade 2 Casual - \$17.56 per hour

- 4.2.3 Provided that any casual employee who has been engaged by the Company prior to these arrangements being entered into shall be entitled to work under and be paid according to the provisions applying at the time of original engagement, unless and until there is a break in the continuum of employment not less than three (3) months.

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## 4.3 Job Sharing

- 4.3.1 Job sharing is an arrangement where two or more employees voluntarily share all of the duties and responsibilities of a permanent full-time position. Employees who job share will continue to participate in employee development programs and career development activities.

### Access to Job Sharing

- 4.3.2 Job sharing will be available by agreement between an employer and the employees concerned.
- 4.3.3 The employer will co-ordinate, subject to the needs of the business, employees' requests in relation to job sharing.

### Hours of Work

- 4.3.4 The job sharers will discuss with the employer arrangements to determine how the job is to be split and agree the hours to be worked by each job share partner.
- 4.3.5 The combined hours of work of each of the job share partners shall not exceed 152 hours per four weekly cycle, except where paid as overtime or as accrued time.



4.3.6 Each job sharer's four weekly cycle hours will be set as "ordinary pattern of hours" and will not be changed except by mutual consent of both the job sharers and the employer, or otherwise by virtue of the application of the terms hereof or under some extraordinary or exceptional circumstances.

#### Overlap Time

4.3.7 Communication between the job sharers in a position of vital importance. Where continuity is needed, each sharer's normal established hours should as far as possible, include overlap time for mutual discussion and briefing.

#### Absences on Leave

4.3.8 In the case of a short-term casual absence such as sick leave of any job sharers' partner, any or each of the remaining job sharers may volunteer to relieve, either for the full period of the absence or for part thereof, to be filled by any of the other partners.

4.3.9 In the case of planned or structured absence, the job sharers may elect to take such leave conjointly. Should leave be taken separately, the remaining job sharer(s) may volunteer to relieve either for the full period of the leave or for part thereof to be filled by any of the other partners. Where business needs dictate that the absence of the job sharer be covered, it is seen as highly desirable that the remaining job sharers relieve in the position under an arrangement to be agreed with the employer.

4.3.10 Where a planned or structured absence of one job sharer is relieved by one of the remaining job sharers for less than a four weekly cycle, the aggregate number of hours worked by the said remaining job sharer shall not exceed those of a full-time employee, without the payment of overtime for such hours as exceed 152 over the four week cycle.

#### Overtime

4.3.11 A job sharer shall be paid overtime at the applicable rates for all hours which are worked in addition to the 152 hours over the four week cycle or ordinary pattern of hours or for any time worked outside the span of ordinary hours provided under the agreement.

4.3.12 A job sharer who volunteers to relieve in another portion of the job sharing position during periods of sick leave, annual leave or other authorised absences, shall however, only be entitled to payment at single time for the periods when relief is given. Work performed in excess of the standard hours for that position will be paid for at the overtime rates detailed above.

4.3.13 In lieu of being paid the overtime payment prescribed herein, job sharers may be granted time off in lieu with respect to all overtime worked.



## Salary and Conditions of Employment

4.3.14 Subject to this provision, job sharers shall receive pro rata the pay and conditions for the relevant classification of the position filled in proportion that the hours worked by each job sharer has to be the ordinary hours which would have been worked by a full time employee in the position, calculated over a four week period.

## Contract of Employment and Job Sharing Agreement

4.3.15 The working arrangements and responsibilities for a particular position shall be mutually determined by the employer and the job sharers, including any variations in such working arrangements and responsibilities that may be required to be made from time to time.

4.3.16 The contract of employment will incorporate such matters as the number of hours to be worked by each job sharer, when those hours are to be worked, overlap time, the job description for the position and procedures that outline the termination of the contract. The job description issued will be that prepared for the established position.

## Variation of Job Sharing Position

4.3.17 The status, classification, nature and responsibility of a position shall not alter whether the position is being filled on a share or individual basis.

4.3.18 An individual job sharer may indicate their intention to terminate a job sharing arrangement on the giving of four weeks' notice in writing to the employer.

4.3.19 In the event one job sharer vacates the position for whatever reason, a remaining job sharer may at the discretion of the employer, be provided with the option in the first instance of having sole appointment to the position and assuming all work and hours. If this option is unacceptable to the other job share partner(s) who request to continue on a job share basis, the employer will actively endeavour to find a new job share partner and a new agreement is to be negotiated.

4.3.20 During this period, the remaining job share partner(s) shall provide the relieving work prescribed in sub-clause 4.3.8 hereof as applying to periods of leave of absence.

4.3.21 In the event that a suitable replacement job share partner cannot be found, the employer shall have the option of offering the remaining job share partner(s) a new arrangement to each work additional hours, or to terminate the employment of the remaining job sharers on the giving of the prescribed notice on the grounds that the contract of employment has been fundamentally frustrated.

## Continuity of Service

4.3.22 A change in the mode of employment from full-time or part-time to job sharing or vice versa does not break continuity of employment or service. All accrued benefits are fully transferable from one mode of employment to another.

4.3.23 For formal purposes, the contract of service with the remaining job share partner(s) shall be deemed to have terminated on the termination of one or more of the job sharer(s), and thereafter continue on a day-to-day basis until resolution is achieved under the provisions hereof.

## **5 PROVISIONS RELATING TO "SICK LEAVE" AND/OR FAMILY LEAVE'**

5.1 Subject to the provisions of the Award relating to entitlement for "sick leave" where an employee has accumulated sick leave credits (i.e. at the conclusion of the first year of employment) without the employee having used such credits as have become available, the employee may utilise sick leave for the purpose of attending and caring for an immediate family member or the employee's partner who is suffering an illness or incapacity, provided that all of the conditions pertaining to the employee's own claimed illness or incapacity shall apply, including with respect to providing relevant substantiation of the illness or incapacity.

## **6 PROVISIONS RELATING TO BEREAVEMENT LEAVE**

6.1 Subject to the provisions of the Award relating to Bereavement Leave, employees may utilise any untaken sick leave up to a maximum of 3 days on each occasion, subject to the employee providing supporting material demonstrating a genuine bereavement arising from the death of an immediate family member or close personal associate (including a partner or partner's family).

## **7. PICNIC DAY**

7.1 The provision whereby the one additional day holiday in each calendar year is to be observed on the day when the majority of employees in the establishment observes a day as an additional holiday (historically referred to as "picnic day") shall not continue, but, instead, an employee may agree with the Company for one day to be observed in each calendar year. Such additional day holiday is not cumulative nor does it attract annual leave loading and must be taken within each calendar year.

7.2 For the purposes of this Agreement, "calendar year" shall mean the 12 months period from 1 January and finishing 31 December. Employees who have taken the provided additional holiday day off, in the period from 1 January, 1998 and the date of signing this Agreement, shall not be entitled to have the additional day granted until 1 January, 1999.

7.2.1 Employees who join the Company prior to 1 July, 1997 shall be entitled to take the additional day off during the remainder of the calendar year.

7.2.2 Employees who join the Company subsequent to 1 July, 1997, shall not be entitled to take the additional day off until the commencement of the next calendar year, i.e. 1 January, 1999.

## **8 WAGES AND CLASSIFICATION OF EMPLOYEES**

- 8.1 Subject to the provisions set out in the Skills Matrix relating to the classification of employees, individual performance within a classification will be assessed and evaluated by the Company, and shall be determined by reference to a job matrix, which will provide for the relevant skills and performance criteria which the Company sees as applying to each position within the Company classification structure, set out in Appendix A.
- 8.2 The following rates of pay have been agreed to apply to the clerical employees classified within the Classification Structure set out in Appendix A.

| Grade              | Minimum Level Rate Of Pay | First Instalment | Second Instalment |
|--------------------|---------------------------|------------------|-------------------|
| Grade 1<br>Level 1 | \$440.75                  | \$460.60         | \$481.30          |
| Level 2            | \$457.70                  | \$478.30         | \$499.80          |
| Grade 2<br>Level 1 | \$474.60                  | \$495.95         | \$518.25          |
| Level 2            | \$491.60                  | \$513.70         | \$536.80          |
| Grade 3<br>Level 1 | \$508.50                  | \$531.40         | \$555.30          |
| Level 2            | \$525.55                  | \$549.20         | \$573.90          |
| Level 3            | \$538.65                  | \$562.90         | \$588.25          |
| Grade 4<br>Level 1 | \$542.45                  | \$566.85         | \$592.35          |
| Level 2            | \$559.45                  | \$584.65         | \$610.95          |
| Level 3            | \$573.45                  | \$599.25         | \$626.20          |
| Grade 5            | \$598.90                  | \$625.85         | \$654.00          |

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- 8.3 The rates of pay are represented by the parties as being consistent with contemporary wage fixing principles of the New South Wales Industrial Relations Commission, as well as reflecting the objective of the parties to implement a rate of pay consistent with the skills and knowledge levels of the Company employees engaged to perform the work prescribed.

## **9 TRAINING**

- 9.1 The provisions of the aforementioned Award will apply. In addition the Company will consult with the Union and the Works Committee with a view to developing and implementing training programmes. Otherwise the Company may apply in-house training programmes for employees where training is appropriate for skill development and for the work undertaken.

## **10 DISPUTES SETTLING PROCEDURE**

- 10.1 In order to promote speedy, effective and informal resolution of problems it is agreed that the employee with a grievance will first discuss the matter with the immediate supervisor and every effort should be made to resolve it at this early stage. The immediate supervisor will respond to the employee's grievance as soon as possible, and unless there are exceptional circumstances, within 24 hours.
- 10.2 It is recognised that not all problems will be resolved in this manner. Therefore the following formal procedure for the resolution of problems is agreed.

Stage 1: If the issue is not resolved informally between the employee and the immediate supervisor, the employee may then seek advice from the union delegate and together they may approach the immediate supervisor.

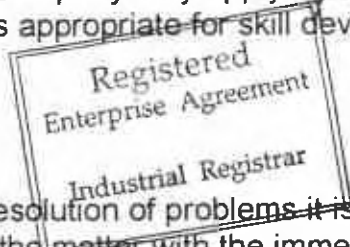
Stage 2: If the issue is not resolved at Stage 1, the employee and the union delegate will confer with the immediate supervisor and Department Manager.

Stage 3: If the matter remains unresolved the employee and the union delegate and if required the union organiser will confer with the Department Manager and Human Resources Management.

Stage 4: The Company and the union are totally committed to resolving grievances within the above stages, however, if the matter cannot be settled by the parties they will agree to refer the matter to the N.S.W. Industrial Relations Commission for decision which will be binding on and accepted by all parties.

The parties will request the arbitrator to determine positively in favour of either the company or the grievant after taking into account any common ground achieved between the parties.

- 10.3 In making the above commitments the parties recognise that in exercising the company's right to manage and to decide finally on the operation of the plant, it must take due account of the undertaking of the union and the employees to continue normal work while the matter in dispute is being resolved through the agreed procedures.



- 10.4 The company recognises and accepts that there will be circumstances when the implementation of a contested management decision may be delayed, pending the finalisation of the matter under the agreed procedures. The union and employees recognise and accept that in some cases, dismissal for gross misconduct for example, implementation of the decision may occur prior to the commencement of finalisation of the agreed procedures. In these circumstances the dispute resolution procedure allows management's action to be reviewed promptly by the parties and, ultimately if necessary, by the N.S.W. Industrial Relations Commission, whose decision will be accepted by all.
- 10.5 The Company and the Union agree that the stages outlined above shall be processed expeditiously. At the same time, a cooling off period between each stage of 48 hours shall be provided in order for the respective parties to assess their position, and to reconsider the matters raised. In this light no action shall be taken by either party unless all of the stages have been exhausted, including as regards the provided cooling off period, or the parties have agreed between themselves that the matter be referred to the Commission. No industrial action shall be taken by either party for whatever period of time the matter is being dealt with by the Commission.
- 10.6 Employees who take unilateral action against the Company ~~contrary to the provisions of this clause, will be regarded as being in breach of their Contracts of Employment and liable to be dealt with accordingly.~~

## **11 SUPERANNUATION**

- 11.1 The provisions of the aforementioned award will ~~apply with restriction to the selection of funds limited to the Yates Superannuation Fund.~~

## **12 REDUNDANCY**

- 12.1 The provisions of the aforementioned award will apply with the provision for redundancy payment to be the greater of the award or the company's redundancy policy. Additionally, to assist with relocation, the company will pay an additional 2 weeks redundancy payment to those employees who relocate to the new location for a minimum of 4 weeks and assist with the training of new staff and establishment of the new location.

## **13 PAYMENT OF SICK LEAVE ON TERMINATION**

- 13.1 The provisions of the aforementioned award in relation to sick leave will apply. Additionally, upon termination of employment, an employee will be entitled to payment for any accumulated sick leave in excess of 20 days.

## **14. TERM**

- 14.1 The provisions hereof shall commence from the date of signing hereof.



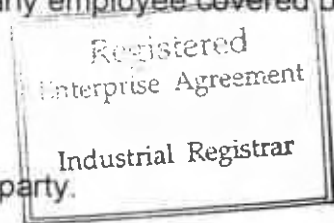
- 14.2 With respect to the respective wage increases provided herein, 50% of such increases shall be paid to employees from the commencement of the first pay period to commence following the signing hereof, and the balance to be paid on ratification by the Commission retrospective to the date of agreement. Application for such ratification shall be made by the Company as soon as practicable following the execution hereof.
- 14.3 Agreement shall continue in force for a period of two years following the date of ratification. At that time, the parties shall review the provisions hereof, with the clear intention of renewing the Agreement for such further periods as may be agreed between them, subject to any agreed variations.

**15. FURTHER CLAIMS**

- 15.1 No claims shall be made by either party on the other with respect to any matter contained herein, or any other matter save to give effect to any Order or Determination by the Industrial Relations Commission during the currency of this Agreement.
- 15.2 In addition during the currency of the Agreement, the parties may also meet and agree with respect to any variation of the Clerical & Administrative Employees (State) Award which has the effect of reducing or limiting any benefit for any employee covered by this Agreement.

**16. DURESS**

- 16.1 This agreement was not entered into under duress by any party.





IN WITNESS the Parties have subscribed and signed hereto hereinbefore mentioned:

on the date first,  
Registered  
Enterprise Agreement  
Industrial Registrar

**FOR AND ON BEHALF OF THE COMPANY**  
Arthur Yates & Co Limited,  
By Authority of the Board of Directors

*[Signature]*  
ANTHONY P. HO  
Date 19 January 1999

**SIGNED BY THE WORKS COMMITTEE**  
on behalf of the Employees

*[Signature]*

Date  
19-1-99 20/1/99

Date

**WITNESSED BY:**

*[Signature]*  
Date 19.1.99. 20.1.99



**APPENDIX A**  
**CLASSIFICATION AND WAGES STRUCTURE**



**GRADE 1 : CLERICAL ASSISTANT**

Is an employee who undertakes simple tasks involving basic clerical skills.

Grade 1 Clerk skills include:

Communication Skills - an ability to communicate and comprehend in English, simple numeracy skills.

Technical Skills - Operation of simple equipment e. g Photocopier  
Facsimile Calculator

Information Handling - Basic tasks such as filing, collating, telephone answering and referring simple clients requests.

Interpersonal Skills - Basic messenger work.

A Grade 1 clerk would have no responsibility or limited responsibility and discretion over work performed under direct supervision. Direct experience as a clerk is not required.

**GRADE 2: CLERK**

Is an employee who undertakes a range of simple tasks or one or more routine duties which involves an increased level of skill and works within established routines, methods and procedures.

Grade 2 Clerical skills include:

Communication Skills - Written e.g information recording, note taking Oral - e.g routine internal/external enquires

Information Handling Skills - mailroom, filing, collating, documentation procedures

Technical Skills - Able to use telex, high volume facsimile, undertake simple calculations, operation of high volume photocopying machines, typewriting (copy typing) and basic data entry and retrieval.

Interpersonal Skills - Handle simple internal/external enquiries related to job function. Limited client/public contact.

Business/Financial Knowledge and Skills - Limited to knowledge of financial documentation procedures. E.g basic accounting procedures and basic financial record keeping. Able to maintain office stationary supplies.

Quality Assurance - limited, over own work.

Knowledge of Enterprise/industry - basic knowledge of the organisation's structure and product, able to redirect enquiries; documents; problems.

A Grade 2 Clerk would be expected to have limited responsibility and accountability of work performed. General supervision is required, although some minor decision making within a defined work routine may be exercised. Limited experience required.

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### GRADE 3: CLERK

Is an employee who undertakes a range of duties and has demonstrated the appropriate skills as stated in Grade 2, and in addition possesses and used one or more of the following skills:

#### Communication Skills

sound written skills - letter composition, travel itineraries, preparation of documentation. oral skills - internal/external customer enquiries, telephone sales skills, receptionist/telephone skills.

#### Technical Skills

able to undertake calculations, either manually or through the computer, involving a high degree of skill and responsibility. typewriting, audio transcription, word processing, data processing, shorthand transcription stenographic, secretarial, computer operation

#### Interpersonal Skills

client/public contact, involving responsibility to enterprise e.g telephone sales, stock control, cashier.

#### Business/Financial Knowledge and Skills

understanding of methods and procedures necessary to undertake the following job functions - accounts, payroll, cashier, credit, purchasing/sales, production, receiving and despatch and other related job functions.

#### Quality Assurance

responsible for quality of own work and output of their particular section as part of team performance

#### Knowledge of Enterprise Industry

sound knowledge of enterprise structure and its products. Some knowledge of industry.

#### Organisational/Planning Skills

plans own work schedule and relates that schedule to team environment

#### Supervisory Skills

may supervise individual clerks at Grade 1 and 2 level performing routine tasks.

#### Training

can provide limited amount of in-house training for Grades 1 and 2.

A Grade 3 Clerk would be expected to have responsibility and accountability for own work within an established structure. Limited supervision is necessary.

## GRADE 4: SENIOR CLERK

Is an employee who undertakes more skilled clerical functions involving greater responsibility and accountability to the enterprise. A Grade 4 Senior Clerk is required to have appropriate skills as at Grade 3 and in addition possess and use one or more additional skills as identified:

### Communication Skills

report writing, provision of written advice and assessment of incoming information, interviewing, oral presentation to groups, meetings etc.



### Technical Skills

stenographic, secretarial, complex word processing, computer based accounting (senior accounts clerks), computer applications complex data processing.

### Interpersonal Skills

client/public liaison, internal liaison e.g. able to provide assistance to more senior functions.

### Business/Financial Knowledge and Skills

understanding of methods and procedures necessary to undertake the following job functions at a senior level - accounts, payroll/personnel, credit, export, cost accounting and other related job functions.

### Quality Assurance

plans and is responsible for own work schedule and may plan the work schedule of others and of the section in which the clerk works.

### Knowledge of Enterprise/industry

specific knowledge of enterprise operations and corporate structure and products and sound knowledge of the industry in which the enterprise operates.

### Organisational/Planning Skills

may participate in problem solving and/or decision making in relation to operational issues in own work section.

### Supervisory Skills

may supervise others within the section.

### Training

Able to undertake in-house training for Grades 1, 2 and 3. A Grade 4 Senior Clerk exercises considerable discretion in organisation of own work within prescribed limits. Minimal supervision is required. The skills for employees graded as Grade 4 are the same at each level.

## GRADE 5: CLERICAL OFFICER

Is an employee who works at a senior level and has responsibility over a sector of the enterprise or has highly specialised skills. A Grade 5 Office Administrator would have recognised and appropriate skills as at Grade 4 and in addition be expected to possess and use one or more of the following skills.

### Communication Skills

highly complex communication skills including negotiation.

### Technical Skills

at a senior level including investigation and problem solving, research, senior computer application.

### Interpersonal Skills

complex, including counselling and performance appraisal.

### Computer Programming

basic knowledge of programmes and procedures

### Business/Financial Knowledge and Skills

specialist e.g financial accounting, payroll officer, personnel assistant, able to perform function requiring a high degree of skill.

### Knowledge of Enterprise/industry

detailed knowledge of the enterprise's operations/ corporate structures and sound knowledge of the industry in which the enterprise operates, together with good knowledge of the Company's products.

### Quality Assurance

responsible for own work and for the quality out-put of the work section.

### Supervisory Skills

may supervise a work section and able to act as temporary replacement for Section Head when absent.

### Training

is able to train all persons inducted into Grades 1,2,3 and 4.

A Grade 5 Office Administrator may work independently and have responsibility and accountability for own work and/or make decisions which have some impact on the productivity of the enterprise. Is able to work without supervision.



**REGISTER OF  
ENTERPRISE AGREEMENTS**

**ENTERPRISE AGREEMENT NO: EA99/104**

**TITLE: Independent Community Living Association Inc Enterprise Agreement 1998**

**I.R.C. NO: 99/435**

**DATE APPROVED/COMMENCEMENT:** Approved 18 February 1999 and commenced from the beginning of the first full pay period to commence on or after 18 February 1999

**TERM: 1 year**

**NEW AGREEMENT OR  
VARIATION: New**

**GAZETTAL REFERENCE:**

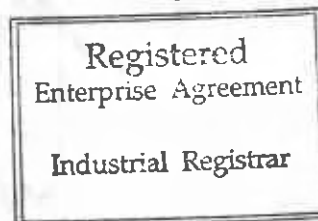
**DATE TERMINATED:**

**NUMBER OF PAGES: 27**

**COVERAGE/DESCRIPTION OF**

**EMPLOYEES: All Residential Rehabilitation Workers employed by the Association**

**PARTIES: Independent Community Living Association Inc -&- Australian Services Union of N.S.W.**



# INDEPENDENT COMMUNITY LIVING ASSOCIATION INC. ENTERPRISE AGREEMENT 1998



## PART 1 - OPERATION OF THE AGREEMENT

### 1. TITLE

This Agreement shall be known as the Independent Community Living Association Inc. Enterprise Agreement 1998.

A handwritten signature in black ink, appearing to be 'W'.

### 2. INDEX

#### Part 1 - Operation of the Agreement

| <u>Clause</u> | <u>Subject</u>           |
|---------------|--------------------------|
| 1             | Title                    |
| 2             | Index                    |
| 3             | Parties to the Agreement |
| 4             | Spirit of the Agreement  |
| 5             | Definitions              |
| 6             | Incidence and Duration   |
| 7             | Duress                   |
| 8             | Display of Agreement     |
| 9             | Savings Clause           |

*Original*

#### Part 2 - Engagement of Employees

| <u>Clause</u> | <u>Subject</u>         |
|---------------|------------------------|
| 10            | Contract of Employment |
| 11            | Full time Employees    |
| 12            | Part time Employees    |
| 13            | Casual Employees       |
| 14            | Hours of Work          |



#### Part 3 - Classifications, Salary And Superannuation

| <u>Clause</u> | <u>Subject</u>                        |
|---------------|---------------------------------------|
| 15            | Incremental Placement and Progression |
| 16            | Rates of Pay                          |
| 17            | Payment of Salary                     |
| 18            | Remuneration Packaging                |
| 19            | Superannuation                        |

#### Part 4 - Allowances, Expenses And Amenities

| <u>Clause</u> | <u>Subject</u>                 |
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| 20            | Motor Vehicle Allowance        |
| 21            | Travel Expenses                |
| 22            | Telephone Expenses             |
| 23            | First Aid Allowance            |
| 24            | On Call Allowance              |
| 25            | Call Backs                     |
| 26            | Amenities                      |
| 27            | Occupational Health and Safety |

#### Part 5 - Leave

| <u>Clause</u> | <u>Subject</u>       |
|---------------|----------------------|
| 28            | Annual Leave         |
| 29            | Annual Leave Loading |
| 30            | Sick Leave           |
| 31            | Carer's Leave        |
| 32            | Long Service Leave   |
| 33            | Parental Leave       |
| 34            | Special Leave        |
| 35            | Compassionate Leave  |
| 36            | Study Leave          |
| 37            | Jury Service         |
| 38            | Public Holidays      |



#### Part 6 - Dispute Resolution, Termination, Consultation, Redundancy

| <u>Clause</u> | <u>Subject</u>                               |
|---------------|--|
| 39            | Dispute Resolution                           |
| 40            | Termination of Employment                    |
| 41            | Workplace Consultative Group                 |
| 42            | Redundancy                                   |
| 43            | Trade Union Membership                       |
| 44            | Union Right of Entry                         |
| 45            | Employees' Indemnity Against Civil Liability |

### 3. PARTIES TO THE AGREEMENT

This Agreement is made pursuant to Section 31(1) of the New South Wales Industrial Relations Act 1996.

The parties to the Agreement are Independent Community Living Association Inc. ("ICLA") and the Australian Services Union of New South Wales ("ASU").

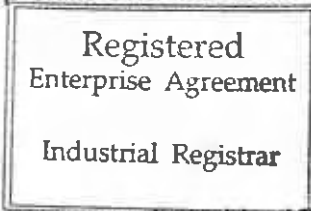
### 4. SPIRIT OF THE AGREEMENT

- (a) The parties to this Agreement and the employees of ICLA are committed to fostering improved and more flexible work practices and working conditions for the benefit of employees and the achievement of ICLA's aims and objectives. The Association, the Union, employees and management will work co-operatively to ensure the successful implementation of this Agreement.
- (b) The aims of this Agreement are:
- (i) To encourage a performance-based culture.
  - (ii) To improve employee conditions, including more flexible working hours.
  - (iii) To enhance a workplace culture based on consultation.
  - (iv) To introduce workplace reform.
  - (v) To develop a highly trained and skilled workforce.
  - (vi) To foster a positive culture.
  - (vii) To promote the organisation as a leader and model of excellence.
- (c) Employees commit to:
- (i) ensuring service delivery is focused on residents' needs and maximising the quality of communication with residents.
  - (ii) making effective use of available resources to complete tasks in a timely and appropriate manner.
  - (iii) assisting management by identifying training, or other needs which would improve individual performance.

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- (d) ICLA commits to:
- (i) the provision of competency based training and development opportunities to meet the identified need of employees.
  - (ii) assisting employees to develop skills and increase versatility and adaptability.



## 5. DEFINITIONS

“Residential Rehabilitation Worker” shall mean a person employed by ICLA to undertake assessment, support, training, individual programmes, personal care, household upkeep, organisational responsibilities and other duties as indicated in the person’s job description in a residential setting to assist residents in the acquisition of social and independent skills.

“Manager” shall mean an employee of ICLA responsible for the overall administration, management and co-ordination of the organisation.

“Management Committee” shall mean those people elected to hold office and oversee the operation of ICLA.

“Union” shall mean the Australian Services Union of New South Wales.

## 6. INCIDENCE AND DURATION

This Agreement shall regulate the terms and conditions of employment of Residential Rehabilitation Workers engaged by ICLA, and prevails over the provisions of the Social and Community Services Employees (State) Award.

The Agreement shall operate from the date of approval by the Industrial Relations Commission of New South Wales and remain in force for a period of one year unless varied or terminated earlier by the provisions provided by the Industrial Relations Act 1996.

## 7. DURESS

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

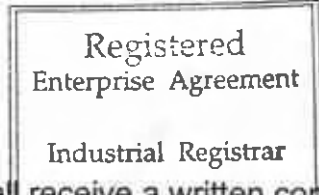
## 8. DISPLAY OF AGREEMENT

ICLA shall display a copy of this Agreement in all workplaces, in accordance with Section 361 of the Industrial Relations Act 1996.

**9. SAVINGS CLAUSE**

No employee shall have their salary or conditions of employment altered to their detriment by reason of the coming into operation of this Agreement.

**PART 2 - ENGAGEMENT OF EMPLOYEES**



**10. CONTRACT OF EMPLOYMENT**

- 10.1 At the time of engagement, each employee shall receive a written contract of employment which details the employee's classification and rate of pay pursuant to this Agreement, the regular hours of work and nature of engagement (full time, part time or casual employment).
- 10.2 ICLA may direct an employee to carry out such duties as are within the employee's skill, competence and training. Such duties may include tasks that are supportive to ICLA's goals in residential care.
- 10.3 ICLA shall provide each new employee with a Job Description that outlines duties to be performed at the time of engagement. Existing employees shall receive a Job Description no later than the approval of this Agreement. A Job Description may be varied, but only after consultation between the employer and affected employee(s).

**11. FULL TIME EMPLOYEES**

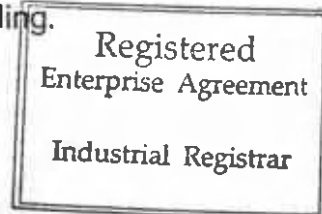
An employee not specifically engaged on a part time or casual basis shall be a full time employee.

**12. PART TIME EMPLOYEES**

- 12.1 A part time employee shall mean a person who works a specific number of regular days and hours being less than those worked by a full time employee in a four week period.
- 12.2 A part time employee shall be paid an hourly rate equal to one thirty eighth of the appropriate weekly rate.
- 12.3 Other provisions in this Agreement shall apply to a part time employee on a proportional basis.

**13. CASUAL EMPLOYEES**

- 13.1 A casual employee shall mean a person engaged and paid as such.
- 13.2 A casual employee shall be paid an hourly rate equal to one thirty eighth of the appropriate weekly rate, plus an additional loading of fifteen per cent.
- 13.3 A casual employee shall also be paid an amount equal to one twelfth of their ordinary pay for each engagement in lieu of annual leave. A casual employee is not entitled to annual leave or annual leave loading.



#### 14. HOURS OF WORK

##### 14.1 Ordinary Time Hours

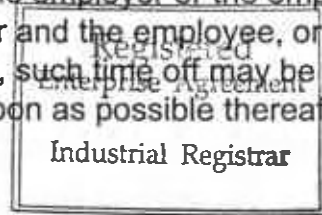
- (a) Hours of work vary according to the type of work undertaken and may include shiftwork. Employees are engaged on a full-time, part-time or casual basis.
- (b) The ordinary hours of work for a full time employee, exclusive of meal breaks, shall be 152 hours in any four (4) week period. Ordinary hours of work occur between 7.00 am and 7.00 pm, Monday to Friday (inclusive), with no less than thirty minutes unpaid for lunch. Daily hours shall be determined by the Manager.
- (c) The above provisions shall apply to part-time staff on a pro-rata basis.
- (d) Travel to and from work is not considered working time. Travel during working hours as part of normal duties shall be classified as hours worked.
- (e) Employees are required to be punctual in commencing work and to observe the permitted tea and lunch breaks. An accurate record of working time shall be maintained.

##### 14.2 Rostered Days Off:

- (a) A full time employee shall work 8 hours per day over a 19 work day 4 week cycle with an additional day accrued as a rostered day off in each 4 weekly cycle;
- (b) There shall be a written roster in which full time employees give at least two weeks notice of rostered days off;
- (c) Except in unforeseen circumstances, in any workplace where more than one employee is employed, rostered days off shall be structured in such a manner that the service will not be closed on any week day on

which the service would normally be open;

- (d) Rostered days off shall be taken in accordance with the roster. However, on the initiative of either the employer or the employee, and by agreement between the employer and the employee, or in exceptional or emergency situations, such time off may be deferred, in which case it shall be taken off as soon as possible thereafter.



#### 14.3 Meal/Rest Breaks

- (a) Staff shall not work more than five hours continuously without a meal.
- (b) Where staff are required to work for a period covering two or more meal breaks, the second meal break and subsequent meal breaks will be paid for by the employer at current New South Wales Public Service rates.
- (c) Staff are entitled to receive a paid break for morning or afternoon tea for up to 15 minutes in any eight (8) hour working period, during which staff are considered to be on duty.

#### 14.4 Flexi-Time

- (a) From time to time the client demands of the job may require an employee to undertake work outside the rostered period, but within the ordinary spread of hours stipulated at Clause 14.1 (b). Hours in addition to the rostered period worked between Monday to Friday shall be compensated by a Flexi-Time system.
- (b) The following shall apply to Flexi-Time:

(i) Record of Time Worked

Flexi-Time shall be worked with the prior approval of the Manager. Employees shall maintain a record of time worked as Flexi-Time, which is to be submitted at the end of every fortnight.

(ii) Time Accumulated

A maximum of 10 hours Flexi-Time can be carried over to the next two week period. Employees shall inform the Manager of their current Flexi-Time accrual at the end of each two (2) week period.

No more than 2 hours Flexi-Time shall be accrued per week without approval of the Manager.

(iii) Time-Off

All absences within standard hours shall be approved by the Manager. Time off shall be designated by the Manager in consultation with the employee when 8 hours or more are accrued.

(iv)

Notwithstanding the provisions above, if accumulated Flexi-Time has not been taken within two pay periods, payment shall be made in the next pay period. Alternatively, by mutual agreement the employee may take the time off in conjunction with annual leave. In such circumstances the Flexi-Time shall not attract annual leave loading.

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#### 14.5 Overtime

- (a) From time to time, an employee may be asked to work overtime. Overtime is defined as any time worked not on an employee's ordinary working days.
- (b) An employee is entitled to payment for any approved overtime worked. Overtime must be approved in advance by the Manager. Overtime shall be paid the following basis:
- (i) time and one half for the first two hours and double time thereafter.
  - (ii) double time for every hour worked on a Sunday
  - (iii) double time and a half for every hour worked on a public holiday
- (c) Where an employee is recalled to work overtime after leaving their place of work, the time taken in travelling to work for the purpose of such recall shall be included in the calculation of overtime entitlements.
- (d) Periods of work (whether ordinary hours or overtime) shall be so arranged that employees have at least ten consecutive hours off duty between successive shifts. Where an employee does not receive at least ten consecutive hours off duty, she or he shall be paid at overtime rates until a ten hour break is received.

#### 14.6 Shiftwork

For the purpose of this Agreement, shiftwork provisions shall not apply. In the event of ICLA instituting a practice of evening and/or night shift work shift allowances as specified under the Social and Community Services Employees (State) Award shall apply.

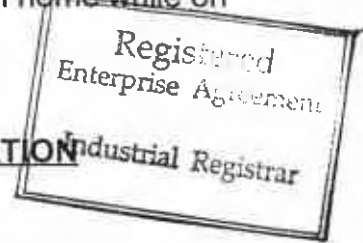
#### 14.7 Excursions

Where an employee is required to supervise clients in excursion activities involving overnight stays away from home, the following provisions shall apply:

- (a) payment at normal rates of pay for time worked between the hours of

7.00 am and 7.00 pm Monday to Sunday up to a maximum of eight hours per day;

- (b) accrual of flexi-time at ordinary rates for hours worked between 7.00 pm and 11 pm, and for hours worked in excess of eight hours per day between 7.00 am and 7.00 pm.
- (c) payment of a sleepover allowance equivalent to three hours payment at ordinary rates for every night spent away from home while on excursions.



**PART 3 - CLASSIFICATION, SALARY AND SUPERANNUATION**

**15. INCREMENTAL PLACEMENT AND PROGRESSION**

15.1 Upon engagement, an employee with a relevant post - secondary qualification shall commence at Level 3 of the Residential Rehabilitation Worker's Rates of Pay scale, and shall proceed from level to level on each anniversary of engagement.

15.2 (a) Upon engagement and subject to the provisions of paragraph (b) below, an employee who does not possess a relevant post - secondary qualification shall commence at Level 1 of the Residential Rehabilitation Worker's Rate of Pay scale, and shall proceed from level to level on each anniversary of engagement.

(b) Upon engagement, an employee who does not possess a relevant post - secondary qualification and has previously been engaged in employment relevant to their work with ICLA shall have the previous experience taken into account in determining their commencing salary, in accordance with the following table:

| <u>Years of relevant experience</u> | <u>Commencement Level</u> |
|-------------------------------------|---------------------------|
| Less than 1 year                    | Level 1                   |
| 1 year and less than 2 years        | Level 2                   |
| 2 years or more                     | Level 3                   |

(c) (i) An employee who does not possess a relevant post - secondary qualification shall not automatically proceed beyond Level 4 of the Residential Rehabilitation Worker's Rates of Pay scale.

(ii) However, such an employee after twelve months at Level 4 (or any higher level) shall be entitled to seek progression based on demonstrated performance and competence.

(iii) In the first instance, an employee's claim shall be discussed with

the Manager. In the event of the claim being refused, the employee shall be entitled to meet with the Management Committee to argue their case for progression.

- (iv) The granting of an employee's claim for progression shall be at the discretion of ICLA, but shall not be unreasonably withheld.

## 16. RATES OF PAY

The rates of pay are as outlined in the attached schedule.



## 17. PAYMENT OF SALARY

- 17.1 Salaries are paid fortnightly and the pay period ends on alternate Fridays at midnight. Salaries are paid by direct transfer into employees' bank accounts. This occurs by the day the pay period ends.
- 17.2 A pay slip giving details of hours (including overtime) worked, gross salary, all deductions and the net amount payable shall be issued to coincide with each payment.
- 17.3 ICLA automatically makes income tax deductions from salary payments according to information provided by an employee in his or her tax instalment declaration form.
- 17.4 Other deductions made from salary payments include union subscriptions if authorised by the employee.
- 17.5 ICLA shall issue Group Certificates to employees as soon as possible after 30 June each year and on termination of employment.

## 18. REMUNERATION PACKAGING

Where agreed between the employer and an employee, the employer may introduce remuneration packaging in respect of salary and the terms and conditions of such a package shall not, when viewed objectively, be less favourable than the entitlements otherwise available under the Agreement and shall be subject to the following provisions:

- (a) the employer shall ensure that the structure of any agreed package complies with taxation and other relevant laws;
- (b) the employer shall confirm in writing to the employee the classification level and the salary payable to the employee under the Agreement, and advise the employee in writing of his or her right to choose

payment of the salary instead of remuneration package;

- (c) should the employee choose a remuneration package all provisions of the Agreement, other than salary, continue to apply;
- (d) the employee shall advise the employer in writing that the agreed cash component is adequate for his or her ongoing living expenses;
- (e) 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 ICLA's Grievance Procedures;
- (f) the agreement, the terms and conditions of which shall be in writing and signed by both the employer and employee, shall detail the components of the total remuneration package;
- (g) the employee shall be entitled to inspect details of payments and transactions made under the terms of the agreement and for this purpose, where such details are maintained electronically, the employee shall be provided with a printout of the relevant information;
- (h) the configuration of the remuneration package shall remain in force for the period agreed between the employer and the employee;
- (i) the employer shall ensure that the employee does not accrue any benefit beyond June 30 in any financial year and that all benefits to which the employee is entitled to under these arrangements are paid prior to June 30 in any financial year;
- (j) notwithstanding any of the above arrangements, the employee may cancel any salary packaging arrangements by the giving of one months notice to the employer;
- (k) in the event that the employee ceases to be employed the provisions of this Clause cease to apply as at the date of termination and all entitlements due and outstanding benefits shall be paid.

## 19. SUPERANNUATION

### 19.1 Definitions-

- (a) "Employee" means any person employed on a full-time, part-time or casual basis who earn more than \$120 gross per month.
- (b) "Ordinary-time earnings" means remuneration for an employee's weekly number of hours of work, excluding overtime hours.





- (c) "The Fund" shall mean the relevant superannuation fund arranged to cover ICLA's employees.

19.2 ICLA shall contribute to the Fund on behalf of each eligible employee, such superannuation contributions as required to comply with the Superannuation Guarantee (Administration) Act 1992 as amended from time to time:

- (i) 7% on behalf of eligible employee;  
(ii) thereafter:
- |           |    |
|-----------|----|
| 1999/2000 | 7% |
| 2000/2001 | 8% |
| 2001/2002 | 8% |
| 2002/2003 | 9% |



19.3 ICLA shall provide each employee upon commencement of employment, membership forms (of the Fund) and shall forward the completed membership form to the Fund within fourteen (14) days.

- 19.4 (a) An employee may make contributions to the Fund in addition to those made by ICLA.
- (b) An employee who wishes to make additional contributions must authorise ICLA in writing to pay into the Fund, from the employee's salary, a specified amount in accordance with the Fund trust deed and rules.
- (c) ICLA, upon receipt of written authorisation from an employee, must commence making payments into the Fund on behalf of the employee within fourteen (14) days of receipt of the authorisation.
- (d) An employee may vary his or her additional contributions by a written authorisation and ICLA must alter the additional contributions within fourteen (14) days of receipt of the authorisation.
- (e) Additional employee contributions to the Fund under this sub-clause shall be expressed in whole dollars.

#### **PART 4 - ALLOWANCES, EXPENSES AND AMENITIES**

##### **20. MOTOR VEHICLE ALLOWANCE**

20.1 From time to time an employee may be required to use his or her own vehicle for ICLA business. This shall only occur with the Manager's approval.

20.2 When an employee uses their own vehicle they shall be paid an allowance equal to the rate prescribed by the Social and Community Services

Employees (State) Award. Currently this is 43 cents per kilometre.

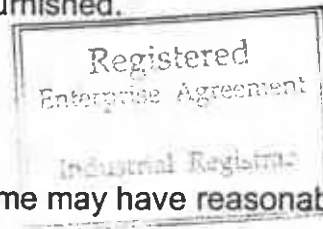
- 20.3 Claims should be forwarded to the Manager towards the beginning of each month. Travel Claims shall be included with the salaries of the employee in the next pay processed.

## 21. TRAVEL EXPENSES

An employee required to travel by means other than his or her own vehicle other than to and from the place of work, shall be reimbursed for all reasonable travelling expenses necessarily incurred. Receipts must be furnished.

## 22. TELEPHONE EXPENSES

An employee who incurs telephone expenses at home may have reasonable costs reimbursed at the Manager's discretion.



## 23. FIRST AID ALLOWANCE

An employee who holds a current first aid certificate issued by the St. John Ambulance Association or Australian Red Cross Society or equivalent qualification and who is required by ICLA to be available to perform first aid duty at the workplace shall be paid an allowance of \$6.16 per week/\$1.23 per day.

## 24. ON CALL ALLOWANCE

- 24.1 The parties to this Agreement recognise ICLA's need for a viable on call system to meet the needs of residents.

### 24.2 On Call Roster

- (a) ICLA shall seek expressions of interest from all full time and part time employees in being available to be on call outside ordinary hours of work.
- (b) The Manager shall then arrange an on call roster. ICLA shall not be compelled to place an employee on the on call roster as a result of that employee expressing interest in being on the roster.
- (c) In arranging the roster, ICLA shall ensure that in the ordinary course of events, no employee shall be rostered to be on call more than one week in any six week period.
- (d) Notwithstanding the provisions of paragraph (c) above, an employee and the Manager may agree that the employee is rostered to be on call

more frequently.

- (e) An employee who expresses interest in being available to be on call and who is placed on the on call roster shall be committed to being on the roster for the life of this Agreement, except in the event of exceptional circumstances arising.
- (f) In the event of any grievance or dispute regarding roster arrangements, the parties shall follow the Dispute Resolution procedure provided for at Clause 39 of this Agreement.
- (g) Notwithstanding the provisions of this subclause, if less than three employees express interest in being available to be on call, the parties commit to renegotiating arrangements concerning ICLA's on call roster.

#### 24.3 On Call Allowance

An employee rostered to be on call shall be paid an allowance of \$15 for each weeknight on call, and \$30 for each Saturday or Sunday on call.

- 24.4 An employee on call who is recalled to work shall be reimbursed in accordance with Clause 25 Call Backs of this Agreement.

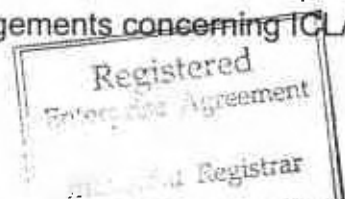
### 25. CALL BACKS

An employee who is recalled to work after leaving the place of employment shall be paid for a minimum of two hours work at the appropriate overtime rate for such time so recalled, provided that the employee shall not be required to work the full two hours if the work such employee is recall to perform is completed in a shorter period. An employee recalled to work shall be reimbursed all reasonable travelling expenses incurred.

### 26. AMENITIES

ICLA shall provide:

- 26.1 reasonable toilet and washing facilities for the use of employees in each workplace;
- 26.2 reasonable heating and cooling appliances for the safe and healthy functioning of the work site;
- 26.3 reasonable facilities for the taking of meals;
- 26.4 a rest area well furnished.



## 27. OCCUPATIONAL HEALTH AND SAFETY

ICLA shall provide a safe workplace and safe systems of work for all employees in accordance with the requirements of the Occupational Health and Safety Act (1983).

## PART 5 - LEAVE



## 28. ANNUAL LEAVE

28.1 Annual leave shall be granted and paid in accordance with the terms of the Annual Holidays Act, 1944. Under this Act, all employees except casual employees are entitled to a period of paid leave of four normal working weeks after each twelve months of continuous service. Under the Act, the right to annual leave accrues on the anniversary date of each year of employment. However, ICLA employees are entitled to annual leave on a pro-rata basis with the Manager's approval.

### 28.2 Applications

Annual leave may be taken subject to approval by the Manager. Requests for leave should be submitted at least four weeks prior to the commencement date of leave. If there is insufficient leave accrued the Manager may negotiate with the employee an allowable leave period.

## 29. ANNUAL LEAVE LOADING

29.1 A loading of 17.5% of the ordinary weekly rate is payable in addition to the pay for the period of annual leave given and taken and due to an employee.

29.2 Where the period of leave is taken in separate periods, the loading shall apply only to the period taken. The loading shall be paid immediately before the employee takes the leave.

29.3 No loading is payable to an employee who take an annual holiday wholly or partly in advance of their anniversary date, except by agreement between the Manager and employee. Providing that, the loading will be paid on the date that the employee subsequently becomes entitled to the leave.

29.4 The loading is to be calculated on the weekly rate as it exists on the date of entitlement.

29.5 Where the employment of an employee is terminated by ICLA, he or she shall receive any annual leave untaken with the appropriate loading of 17.5%.

### 30. SICK LEAVE

- 30.1 All ICLA employees, excluding casual employees, are entitled to seventy six (76) ordinary working hours paid sick leave each year of service.
- 30.2 An employee who is absent from work due to sickness for more than two days, is required to provide a medical certificate.
- 30.3 An employee who is absent for two days or less, on more than five occasions during each year (dated from their commencement date of service) is required to provide a doctor's certificate for each successive sick leave claim until advised by the Manager.
- 30.4 Sick leave balance available is cumulative and accrues on the anniversary date of each year of employment, up to 5 years. There shall be no payment of portions of sick leave not taken on retirement or termination.
- 30.5 Notification of sickness
- An employee shall notify the Manager as soon as possible on the morning that it becomes obvious they will be unfit for normal duties. On return to work, an employee shall complete the 'Application for Leave' form and if a doctor's certificate is required (as stipulated above), the certificate shall accompany the completed form. In the event that the absence is likely to be for an extended period, an employee shall forward a doctor's certificate as early as practicable, while on sick leave.
- 30.6 Casual employees are not entitled to paid sick leave, and a loading has been built into their hourly rate of pay. However, the stipulation in Clause 30.5 regarding notification of sickness should be adhered to by casual employees.

### 31. CARER'S LEAVE

- 31.1 An employee other than those employed as casuals, shall be entitled to use any current or accrued sick leave entitlement for absences to provide care and support to: a spouse or a de facto spouse, a child or an adult child (including an adopted child, a step child, a foster child or an ex nuptial child), parent (including a foster parent and legal guardian), grandparent, grandchild, or sibling of the employee, a same sex partner who lives with the employee as a de facto partner of that employee on a bona fide domestic basis, or a relative of the employee who is a member of the same household.
- 31.2 The employee shall, if required, establish either by production of a medical certificate or statutory declaration, the illness of the person concerned and

that the illness is such as to require care by another person. In normal circumstances, an employee must not take carer's leave under this subclause where another person has taken leave to care for the same person.

- 31.3 An employee shall, wherever practicable, give ICLA notice prior to the absence of the intention to take leave, the name of the person requiring care and that person's relationship to the employee, the reasons for taking such leave and the estimated length of absence. If it is not practicable for the employee to give prior notice of absence, the employee shall notify ICLA by telephone of such absences at the first opportunity on the day of absence.

## 32. LONG SERVICE LEAVE

- 32.1 The provisions of the Long Service Leave Act 1955 (as amended) shall apply, except as provided for at subclause 32.2 of this Agreement

- 32.2 An employee of ICLA is entitled to take one months long service leave after five years service, at a time agreed to by the employee and the Manager.

## 33. PARENTAL LEAVE

- 33.1 The provisions of Part 4 of Chapter 2 of the Industrial Relations Act 1996 shall apply, except as provided for at sub clauses 33.2 to 33.5 of this Agreement.

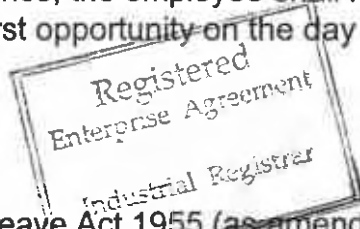
### 33.2 Eligibility - Maternity Leave

- (a) Maternity leave shall be granted to a full time or part time employee with a minimum of 40 weeks continuous service at ICLA on the following basis:

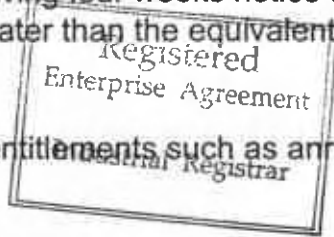
- (i) leave equivalent to 6 weeks on full pay. This leave can be paid as a lump sum or on full pay for 6 weeks or part-pay for 12 weeks.
- (ii) additional leave without pay to bring the total leave to a period of twelve (12) months.
- (iii) the 40 week qualifying period is a once only requirement for paid leave.

- (b) An employee who has been engaged by ICLA for a continuous period of less than 40 weeks shall be entitled to one weeks leave without pay for each week of service. Service shall be counted from the date of notification of employment.

### 33.3 Commencement and Duration - Maternity Leave



- (a) Maternity leave may commence any time within the period of twenty weeks before the expected date of birth.
- (b) An employee must apply for maternity leave in writing, giving not less than four weeks notice of her intention to commence maternity leave. This notice must:
  - (i) confirm her intention to take maternity leave;
  - (ii) specify the period of leave she intends to take
  - (iii) state the date of commencement of the leave
  - (iv) include a medical certificate from a qualified medical practitioner
- (c) An employee may vary the period of maternity leave. She can return to work during any part of that leave and recommence leave at any time, upon agreement with ICLA or upon giving four weeks notice or more, provided that the full leave is not greater than the equivalent of twelve months leave.
- (d) Maternity leave is in addition to any other entitlements such as annual leave, flexi time and long service leave.
- (e) Where practicable and subject to the Manager's agreement, a full time employee may return to work on a part-time basis.
- (f) Maternity leave shall be cancelled when the pregnancy of an employee terminates, other than by the birth of a living child. The employee may apply for special leave.



**33.4 Payment - Maternity Leave**

- (a) Payment for maternity leave may, if the employee so elects, be made:
  - (i) each fortnight during the period of maternity leave,  
or
  - (ii) at half the employees ordinary rate of pay twice the period of the paid maternity leave entitlement
- (b) Payments will be made into the employee's bank account or directly to the employee in person or by mail.

**33.5 Paternity Leave**

- (a) One week's paid leave shall be granted to any employee upon the confinement of his/her partner.
- (b) Up to one year's unpaid leave, subject to the same provisions as maternity leave, may be taken by an employee on account of the

birth of a child to his/her partner, or the adoption of a child by that partner.

#### **34. SPECIAL LEAVE**

In the case of domestic or other pressing necessity, an employee shall be entitled to up to five days unpaid leave in each twelve months of service, to be taken at mutually agreed times, provided that any such leave shall not be unreasonably refused by ICLA.

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#### **35. COMPASSIONATE LEAVE**

35.1 An employee, other than those employed as casuals, shall be entitled to two (2) days paid leave on up to 2 occasions during the one year on the death or serious illness or injury of: a spouse or de facto spouse, a child or an adult child (including an adopted child, a step child, a foster child or an ex nuptial child), parent (including a foster parent and legal guardian), grand-parent, grandchild, or sibling of the employee, a same sex partner who lives with the employee as a de facto partner of that employee on a bona fide domestic basis, or a relative of the employee who is a member of the same household.

35.2 An employee can also access other leave such as sick leave, annual leave or long service leave.

35.3 Where necessary, proof of the death or serious illness or injury may be sought by the Manager.

#### **36. STUDY LEAVE**

Study leave without loss of pay is available for approved courses up to two weeks per annum excluding examination time at the Management Committee's discretion.

#### **37. JURY SERVICE**

37.1 An employee is entitled to leave to attend jury service. Where payment for such services is less than the amount an employee would have received if they had otherwise worked, ICLA will pay the difference for the period of service.

37.2 An employee shall notify the Manager as soon as they have been called for jury duty so alternative arrangements can be made.



## **38. PUBLIC HOLIDAYS**

- 38.1 Employees are entitled to all public holidays without loss of pay.
- 38.2 Part time employees are entitled to public holidays which fall on a day on which they are normally required to work. They will be paid for the number of hours they regularly work on such day.
- 38.3 Employees who are required to work on public holidays shall be paid at double time and a half.
- 38.4 Public Holidays for ICLA employees are as follows:

New Year's Day, Australia Day, Good Friday, Easter Saturday, Easter Sunday, Easter Monday, Anzac Day, Queen's Birthday, Labour Day, Christmas Day, Boxing Day or any holiday proclaimed in lieu thereof, together with any other day proclaimed as a special day and observed as a public holiday and gazetted as such.

## **PART 6 - DISPUTE RESOLUTION, TERMINATION, CONSULTATION, REDUNDANCY**



## **39. DISPUTE RESOLUTION**

- 39.1 In the event of a dispute arising out of disciplinary action or from any grievance or claim for any other reason, the following procedure shall apply:
- (a) The matter shall first be discussed by the aggrieved employee(s) with the immediate supervisor, or the manager, whichever applies.
  - (b) in the event of failure to resolve the dispute before the Manager, the matter may be referred, and the aggrieved employee(s) and/or their representative may confer with the ICLA Management Committee.
  - (c) in the event of failure to resolve the dispute the matter may then be referred to a management representative(s) and an appropriate officer of the Union, who will confer and attempt to reach a settlement.
  - (d) in the event of failure to resolve the dispute by means of amicable agreement between the parties, the parties may refer the matter to a mutually agreeable third party for mediation. The third party referred to herein may include the Industrial Relations Commission of NSW.

- (e) in the event of proceedings before an industrial tribunal, should a settlement not be reached by conciliation, the dispute shall proceed to arbitration in the normal manner and both parties agree to accept the decision of the relevant industrial tribunal, subject to each party's rights under the Industrial Relations Act 1996.

39.2 It is the purpose of this procedure that normal work continue while the above is being followed. No party shall be prejudiced as to final settlement by the continuance of work in accordance with the disputes procedure. Provided that nothing in this subclause shall be taken to limit the employer's right to summarily dismiss any employee for misconduct that justifies instant dismissal.



#### 40. TERMINATION OF EMPLOYMENT

##### 40.1 Termination by the employee

The employment of a full time or part time employee may be terminated by an employee giving two weeks written notice of termination or forfeiting two weeks pay in lieu of notice. ICLA seeks that employees give as much notice as possible of intention to terminate employment so that alternative employment arrangements can be made.

##### 40.2 Termination by the employer

ICLA shall give four weeks written notice of termination to a full time or part time employee, or four weeks pay in lieu of notice.

##### 40.3 Summary Dismissal

ICLA has the right to terminate an employee without notice for misconduct that justifies instant dismissal.

40.4 A certificate of service shall be provided to an employee with more than three months service with ICLA, upon termination of employment, if requested by the employee.

#### 41. WORKPLACE CONSULTATIVE GROUP

##### 41.1 Establishment

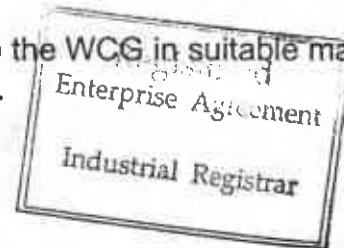
ICLA shall establish a Workplace Consultative Group (WCG) as the formal mechanism for consultation and communication between employees and management on matters of policy and procedure. The WCG shall be primarily an advisory Committee, and the ultimate responsibility for decision making rests with the Manager or delegated officer.

#### 41.2 Purpose

The purpose of the WCG shall be to improve performance and facilitate workplace harmony and workplace planning through more informed decision making.

#### 41.3 Role

- (a) The role of the WCG shall be to consider issues of workplace and work force policy and procedure, with organisation wide significance, referred by employees and management.
- (b) Generally, its role shall be to provide a consultative forum for developing or reviewing policies and procedure. The WCG shall also make recommendations as to policy or procedure to the Manager.
- (c) Delegation of decision-making power to the WCG in suitable matters shall also be an option for the Manager.



#### 41.4 Representation

- (a) The WCG shall consist of two employee representatives and two management representatives.
- (b) The parties agree that it would be desirable for the membership of the WCG to reflect the diversity (particularly in regards to gender and ethnicity) of the organisation.
- (c) Employee representatives shall be members of the Union and shall be elected by all employees who are members of the Union.
- (d) The Manager shall decide management representation.

#### 41.5 Principles of Operation

The WCG shall operate in accordance with the following principles:

- (a) Assist the organisation to meet its corporate objectives by providing strategic direction and support. The WCG may review and recommend operating guidelines to ensure ICLA's functions are integrated and effective.
- (b) Oversee the implementation of this Agreement and consider the need for any variations. The WCG shall be a forum for discussing issues which arise under the Agreement. It shall coordinate the

process of negotiating variations to the Agreement.

- (c) Focus on organisation-wide policies and procedures. The policy or procedures to be considered shall be applicable to the ICLA as a whole or be policies or procedures for a team of the organisation which affect the work of all employees.
- (d) Address matters of concern or interest to employees generally. The WCG shall provide a direct channel for employees to raise concern such as working conditions, contracting out of functions, policy matters or personnel practices. It shall not be a forum to raise individual grievances, which shall be dealt with in accordance with Clause 39 Dispute Resolution of this Agreement.
- (e) Avoid duplicating the discussion of matters appropriately handled by other consultative forums and internal structures.
- (f) Decision-making by consensus. WCG recommendations shall not be decided by votes of the Group, rather by negotiation and discussion with the aim of reaching agreed positions. Where this is not possible, the Manager or delegated person shall be presented with alternatives for consideration.
- (g) Maximise employee participation in consultation and decision making. The WCG shall provide appropriate opportunities for all employees to participate by using sub-committees, focus groups, presentations and seminars in its consideration of matters.
- (h) The WCG may review reports of external consultants or committees at the request of the Manager or a delegate and make recommendations as to the implementation of reports.

#### 41.6 Operation

- (a) The WCG shall decide its own meeting procedure, time and place of meeting and identify requirements for administrative support.
- (b) Meetings of the WCG shall be held regularly and at least every 2 months.
- (c) All employees shall generally have the right to attend as observers.
- (d) The agenda shall be publicised to employees before each meeting.

#### 41.7 Introduction of Change

- (a) Where ICLA has made a decision to introduce major changes that are likely to have significant effect on employees, ICLA shall notify the

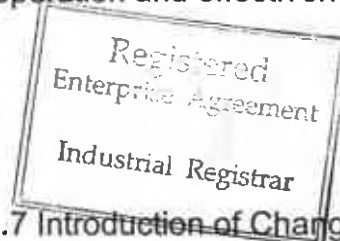


employees who may be affected by the proposed changes and the WCG.

- (b) The WCG shall promptly discuss the introduction of the changes, on request from employees affected. ICLA shall give prompt consideration to matters raised by the WCG and/or the employees.

#### 41.8 Review

The WCG shall review its charter, operation and effectiveness after 12 months of operation.



### 42. REDUNDANCY

- 42.1 The requirements of sub clause 41.7 Introduction of Change, for ICLA to notify and discuss changes, apply to redundancy. Redundancy involves termination of employment arising from a decision by the employer that it no longer wishes the job of an employee to be done by anyone.

#### 42.2 Severance Pay

(This sub clause to be finalised by the parties to this Agreement)

#### 42.3 Advice of Future Vacancies

Where, within one year from the date on which a particular employee is made redundant, the employer wishes to engage a person to perform the same or similar work as that previously performed by the employee made redundant, the employer shall take all reasonable steps to notify the employee of the vacancy.

#### 42.4 Time Off During Notice Period

An employee shall be entitled to one day per week off without loss of pay during the period of notice for the purpose of seeking alternative employment.

### 43. TRADE UNION MEMBERSHIP

- 43.1 Employees are entitled to decide whether or not they join the Union.
- 43.2 On being notified in writing by the ASU that an employee has been elected as workplace delegate, ICLA shall recognise the employee as an accredited representative of the Union.

#### **44. UNION RIGHT OF ENTRY**

ICLA acknowledges that it is bound by Section 297 and 298 of the Industrial Relations Act 1996 to allow officers of industrial organisations entry to its premises under the specified conditions.

#### **45. EMPLOYEES' INDEMNITY AGAINST CIVIL LIABILITY**

ICLA will be responsible, in accordance with the Employees' Liability (Indemnification of Employer) Act 1982 to indemnify employees against liability for fault (as defined in that Act) arising out of the performance of work by the employee.



Signed for and on behalf of  
Independent Community Living Association Inc.

*[Signature]*



Date: 3/2/99

*[Signature]*

Witness



Signed for and on behalf of  
Australian Services Union of NSW

*[Signature]*

Secretary

Date: 2/2/99

*[Signature]*

Witness

# SCHEDULE A

## RATES OF PAY RESIDENTIAL REHABILITATION WORKERS

| LEVEL  | WEEKLY SALARY |
|--------|---------------|
| RRW 12 | 693.87        |
| RRW 11 | 666.58        |
| RRW 10 | 633.75        |
| RRW 9  | 605.21        |
| RRW 8  | 576.67        |
| RRW 7  | 548.23        |
| RRW 6  | 535.47        |
| RRW 5  | 522.72        |
| RRW 4  | 509.97        |
| RRW 3  | 486.38        |
| RRW 2  | 462.79        |
| RRW 1  | 439.64        |

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