

ENTERPRISE AGREEMENT

NO: E.A. 56 /1992

DATE REGISTERED: 30-12-92

PRICE: \$ 16-00

ENTERPRISE AGREEMENT

NO. EA 56/1992

BETWEEN JOBSUPPORT INCORPORATED

AND VOCATIONAL EDUCATION AND PLACEMENT OFFICERS and  
VOCATIONAL EDUCATION AND MAINTENANCE OFFICERS  
EMPLOYED BY JOBSUPPORT INCORPORATED

(FILED WITH THE INDUSTRIAL REGISTRAR ON 1-12-92)

An enterprise agreement, made in pursuance of the Industrial Relations Act 1991, in accordance with the provisions of Sections 115 - 145 of the said Act, to regulate the following terms and conditions of employment.  
Now it is hereby agreed by the parties as follows:

## 1. ARRANGEMENT

### PART I - PURPOSE

1. Arrangement
2. Title of Agreement
3. Definitions
4. Intention
5. Date and Period of Operation
6. Scope of Agreement

### PART II - TERMS OF EMPLOYMENT & REMUNERATION

7. Hours of Work and Rest Breaks
8. Overtime
9. Sick Leave
10. Rates of pay, Shift Work and Motor Vehicle Allowance
11. Grievance and Dispute Settling Procedure

## PART I - PURPOSE

### 2. TITLE & DISPLAY OF AGREEMENT

- 2.1 This agreement shall be known as the Jobsupport Incorporated Enterprise Agreement.
- 2.2 It shall be fixed & maintained in a conspicuous place in all premises to which the agreement applies so as to be easily read by all employees.

### 3. DEFINITIONS

For the purpose of this agreement the following definitions shall be adopted:

- 1 "Agreement" shall mean the Jobsupport Incorporated Enterprise Agreement to which this document refers.
- 2 "Employee" shall mean any person who works under the direction of the employer and receives consideration (payment) in terms of this agreement.
- 3 "Employer" shall mean the body directing the employees in this agreement being known as Jobsupport Incorporated.
- 4 "Enterprise" shall mean the undertaking of Jobsupport Incorporated.
- 5 "The Act" shall mean the Industrial Relations Act of New South Wales 1991.

### 4 INTENTION

- 4.1 The purpose of this agreement is to:
  - (a) partially regulate the terms and conditions of employment of employees.
  - (b) improve organisational effectiveness, productivity and efficiency

(c) develop a workforce that is competent, committed and flexible.

- 4.2 The agreement has been developed through a voluntary process of consultation with all employees and reflects the ongoing concern of the employer and its employees to ensure the customer receives high quality service.
- 4.3 This agreement was not entered into under duress by any party to it.

#### 5. DATE AND PERIOD OF OPERATION

This agreement shall operate from the date of registration and shall remain in force for a period of 3 years unless varied or terminated earlier by the provisions provided for in the Act.

#### 6. SCOPE OF THE AGREEMENT

- 6.1 This agreement shall apply to the Vocational Education and Placement Officers and Vocational Education and Maintenance Officers of Jobsupport Incorporated, and is to be read in conjunction with the Social & Community Services Employees (State) Award.
- 6.2 It covers all employees working at  
6/127 Burwood Road, Burwood  
78 Hampden Road, Artarmon  
5/39 Scott Street, Liverpool  
in the occupations specified in Clause 6.1
- 6.3 Apart from clauses specified in this agreement, all clauses of the Award shall apply. Clauses from the Social & Community Services Employees (State) Award covering conditions of employment which apply to this Agreement include:  
2,3,4,5,6,7,8,9,10,11,13,15,17,18,20,21,22,23,24,25,27,28,29,30,32  
,33,35,36,37,38,39,40,42,43,44,45,46.

## PART II - TERMS OF EMPLOYMENT AND REMUNERATION

### 7. HOURS OF WORK AND REST BREAKS

- 7.1 The ordinary hours of work, exclusive of morning and afternoon tea breaks and meal breaks, shall be no more than 140 hours in any four week period. An unpaid break for morning or afternoon tea shall be allowed to employees in an 8 hour working period.
- 7.2 The employer in rostering ordinary hours of work shall take all reasonable steps to accommodate reasonable requests of the employee.
- 7.3 Nothing in this clause will limit the right of the employee to instigate the disputes procedure contained in clause 34, Grievance and Disputes Settling Procedure, of this award.

### 8. OVERTIME

- 8.1 Overtime means time worked with the authorisation of the employer beyond the ordinary hours of work specified in this agreement.
- 8.2 Overtime shall be paid at the rate of single time.
- 8.3 Where an employee has performed duty on overtime, the employee will be released from duty for a period not exceeding the period of overtime actually worked provided that an employee may not accumulate more than 35 hours to be taken as leave in lieu of overtime payment. Any hours accrued in excess of 35 with the approval of the employer, are to be paid for at the appropriate overtime prescribed by Clause 8.2 of this agreement.

### 9. SICK LEAVE

- 9.1 In the event of an employee becoming sick and unfit for duty and certified as such by a duly qualified medical practitioner, the employee shall be entitled to sick leave in accordance with either:

- (a) 10 days per annum, unused portion of which will be cumulative up to five years or
  - (b) 6 days per annum, unused portion of which will be paid out to the employee on the anniversary date of employment.
- 9.2 The employee shall commit to writing their selection of either (a) or (b) in Clause 9.1.
- 9.3 The employer may dispense with the requirements of a medical certificate where the absence does not exceed two consecutive days or where in the employer's opinion circumstances are such not to warrant such requirement.
- 9.3. Each employee shall take all reasonably practicable steps to inform the employer of his or her inability to attend for work and as far as possible state the estimated duration of the absence. Where practicable such notice shall be given within 24 hours of the commencement of such absence.

## 10. RATES OF PAY, SHIFT WORK AND MOTOR VEHICLE ALLOWANCE

- 10.1 The rates of pay for employees covered by this agreement shall be in accordance with the ordinary rates of pay which may be varied from time to time by the Social & Community Services Employees (State) Award.
- 10.2 Employees will receive, in addition to the ordinary rate of pay prescribed in 10.1, an additional amount of 3.25%. This is in lieu of the shift allowances and weekend penalties prescribed in Clause 19.3 of the Social & Community Services Employees (State) Award.
- 10.3 Provided that, should the 3.25% prescribed in subclause 10.2, calculated over a six month period work out to be less than the amount to which an employee would have been entitled under the Social & Community Services Employees (State) Award during the same period, then such difference will be paid to the employee.

10.4 (a) Where an employee is required by their employer to use their motor vehicle or use public transport in the course of their duty that will be paid at a fixed rate per week. This fixed rate is calculated as 141 kilometres per week at the cents per kilometre rate specified in Clause 31 of the Social & Community Services Employees (State) Award.

## 11. GRIEVANCE AND DISPUTE SETTLING PROCEDURE

11.1 In the event of a dispute arising out of disciplinary action or from any claim for any other reason, the following procedure will apply:

- (a) The matter shall first be discussed by the aggrieved employee(s) with the immediate supervisor.
- (b) In the event of failure to resolve the dispute the accredited Union representative shall confer with the appropriate supervisor and/or manager of the employer.
- (c) In the event of failure to resolve the dispute the matter shall 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, such parties to the award may notify the matter to the Industrial Registrar of New South Wales, pursuant to the provisions of the Industrial Relations Act 1991. The parties will then attempt to reach a settlement at the conciliation stage of the compulsory conference so called.
- (e) 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 relative industrial tribunal, subject to each party's rights under the Act.



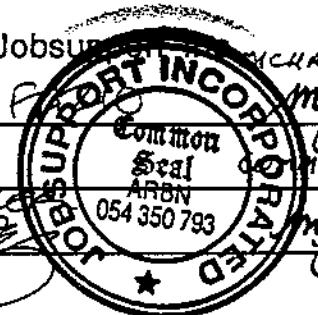
11.2 It is the purpose of this procedure that normal work continue while the above is being followed. No party shall be prejudiced as to final settlement by the continuance of work in accordance with the disputes procedure. Provided that nothing in this subclause shall be taken to limit the employer's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

Agreed to & signed

JOBSUPPORT INCORPORATED of

Signed by, on behalf of Jobsupport

Name: AMANDA F. MAHER MICHAEL MAHER  
Title: SECRETARY COMMITTEE MEMBER  
Signature: [Signature] Date: 25/11/92.



Vocational Education and Placement Officers and Vocational Education and Maintenance Officers of Jobsupport Inc, signed in agreement with this Enterprise Agreement

<u>Steve Baely</u>	Date: <u>25/11/92</u>
<u>[Signature]</u>	Date: <u>17/11/92</u>
<u>[Signature]</u>	Date: <u>19.11.92</u>
<u>[Signature]</u>	Date: <u>20.11.92</u>
<u>[Signature]</u>	Date: <u>20-11-92</u>
<u>[Signature]</u>	Date: <u>20/11/92</u>

Witnessed by:

Name: SUDYTH RADWELL  
Signature: [Signature] Date: 25/11/92