

ENTERPRISE AGREEMENT

NO: E.A. 57 /1992

DATE REGISTERED: 31-12-92

PRICE: \$ 20-00

ENTERPRISE AGREEMENT

NO. EA 57/92

BETWEEN JOBSUPPORT INCORPORATED

AND THE MANAGERS 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

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2. Title of Agreement
3. Definitions
4. Intention
5. Date and Period of Operation
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7. Hours of Work
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9. Sick Leave
10. Rates of pay, Shift Work and Motor Vehicle Allowance
11. Annual Leave Loading
12. Grievance and Dispute Settling Procedure

## PART I - PURPOSE

### 2. TITLE & DISPLAY OF AGREEMENT

- 2.1 This agreement shall be known as the Jobsupport Incorporated Managers' 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 Managers' Enterprise Agreement to which this document refers.
- 2 "Employee" shall mean Jobsupport Incorporated Managers.
- 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 Managers 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:

2,3,4,5,6,7,8,9,10,11,13,14,15,17,18,20,21,22,24,25,27,28,29,30,  
32,33,35,36,37,38,39,40,42,43,44,45,46.

## PART II - TERMS OF EMPLOYMENT AND REMUNERATION

### 7. HOURS OF WORK

- 7.1 The ordinary hours of work, exclusive of meal breaks, shall be no more than 160 hours in any four week 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 The additional remuneration prescribed in clause 10.2 shall be in lieu of overtime up to 20 hours in a four weekly cycle.
- 8.3 Where an employee has performed duty on overtime in excess of 20 hours in any 4 week period, 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 at the rate of single time.

## 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 5 hours per week pay at ordinary time in lieu of overtime up to 20 hours in each four week cycle. Further employees shall receive an additional amount of 6% 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 6% 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. ANNUAL LEAVE LOADING

- 11.1 In this clause the Annual Holidays Act 1944 is referred to as "the Act".
- 11.2 Before an employee is given and takes his/her annual holiday or, where by agreement between the employer and employee the annual holiday is given and taken in more than one separate period, then before each of such separate periods the employer shall pay his/her employee a loading determined in accordance with this clause.  
(Note - The obligation to pay in advance does not apply where an employee takes an annual holiday wholly or partly in advance - see subclause 11.6)
- 11.3 The loading is payable in addition to the pay for the period of holiday given and taken and due to the employee under the Act and this award.
- 11.4 The loading is to be calculated in relation to any period of annual holiday to which the employee becomes, or has become, entitled



under the Act and this award or, where such a holiday is given and taken in separate periods, then in relation to each separate period. (Note - see subclause 11.6 as to holidays taken wholly or partly in advance.)

- 11.5 The loading is the amount payable for the period or the separate periods, as the case may be, stated in subclause 11.4 at the rate per week of 17 1/2% per cent of the weekly rate of pay prescribed in clause 10.2.
- 11.6 No loading is payable to an employee who takes an annual holiday wholly or partly in advance; provided that if the employment of such an employee continues until the day when they would have become entitled under the Act to an annual holiday, the loading then becomes payable in respect of the period of such holiday and is to be calculated in accordance with subclause 11.5 of this clause applying the award rates of wages payable on that day. This subclause applies where an annual holiday has been taken wholly or partly in advance.
- 11.7 Where, in accordance with the Act, the employer's establishment or part of it is temporarily closed down for the purpose of giving an annual holiday or leave without pay to the employees concerned -
- (a) An employee who is entitled under the Act to an annual holiday and who is given and takes such a holiday shall be paid the loading calculated in accordance with subclause 11.5 of this clause; or
  - (b) an employee who is not entitled under the Act to an annual holiday and who is given and takes leave without pay shall be paid in addition to the amount payable to them under the Act such proportion of the loading that would have been payable to them under this clause if they had become entitled to an annual holiday prior to the as their qualifying period of employment in completed weeks bears to 52.

- 11.8 (a) Where the employment of an employee is terminated by his/her employer for a cause other than misconduct and at the time of the termination the employee has not been given and has not taken the whole of any annual holiday to which the employee became entitled, the employee shall be paid a loading calculated in accordance with subclause 11.4 of this clause for the period not taken.
- (b) Except as provided by paragraph (a) of this subclause, no loading is payable on the termination of an employee's employment.

## 12. GRIEVANCE AND DISPUTE SETTLING PROCEDURE

- 12.1 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 Director.
- (b) In the event of failure to resolve the dispute the accredited Union representative shall confer with the Director.
- (c) In the event of failure to resolve the dispute the matter shall then be referred to the Director and a member of the Management Committee 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.

12.2 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 Inc

Name:

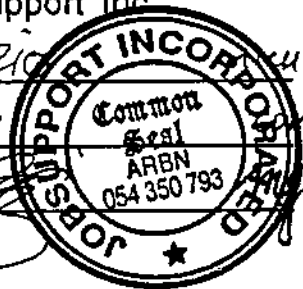
AMANDA FAZIO MICHAEL MAHER

Title:

SECRETARY & PUBLIC OFFICER COMMITTEE MEMBER

Signature

[Signature] Date 25/11/92



Managers of Jobsupport Inc, signed in agreement with this Enterprise Agreement

Carol Beattie  
Jane Blake  
[Signature]  
[Signature]

Date: 25.11.92.

Date: 30.11.92.

Date: 30.11.92

Date: 30.11.92.

Witnessed by:

Name

JUDITH KADWELL

Signature

[Signature]

Date:

30/11/92