

ENTERPRISE AGREEMENT

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**THE TRADING POST
ENTERPRISE AGREEMENT**

ARRANGEMENT

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**THE TRADING POST
ENTERPRISE AGREEMENT**

1. Description

This agreement dated *7 January* 19*94* shall be known as the Trading Post Enterprise Agreement.

2. Parties

The parties to this agreement are:

- 2.1 Appraised Staff Agency Pty Limited (the company), and
- 2.2 The Federated Clerks Union of Australia, New South Wales Branch (the union).

3. Enterprise

The enterprise for which this agreement is made is the business conducted by the company in providing the services of its employees to Commercial Dynamics Pty Limited (Commercial Dynamics) to assist Commercial Dynamics in the conduct of its business at the following premises:

- . 25-27 Cowper Street, Parramatta, New South Wales;
- . 63B Market Street, Wollongong in the said State;
- . Pacific Highway, Swansea in the said State; and
- . Conway Street, Lismore in the said State

or at such other location or locations in replacement of or in addition to any or all of the above locations at which the business of the company is conducted and in which employees in the occupations specified in this agreement are employed.

4. Occupations

- 4.1 The classification structure in this agreement is intended to establish a framework to be developed in consultation with due consideration to all relevant matters including the National Competency Standards recognised by the National Training Board and developed by the National Office Skill Formation Advisory Body.
- 4.2 The company encourages the acquisition of skills by its employees. However, it is agreed that an employee's classification under this agreement depends primarily on the skills required to be used by the employee in the performance of the employee's duties rather than the qualifications or skills, as such, of the employee.
- 4.3 The parties to this agreement recognise the need for continuing discussions to further develop a classification structure having regard to:
 - (1) the needs of the company;
 - (2) the provision of a career path and training for employees;

- (3) the expansion of workplace-based skills, and
- (4) all other relevant factors including National Training Board Standards insofar as they are applicable to the company's business.

4.4 The occupations to which this agreement relates are clerks employed by the company at the locations specified in clause 3, Enterprise. The classifications of employees covered by this agreement are:

- (1) **Trainee** - without limiting the scope for gaining experience, a trainee is an employee who is not experienced in the work covered by this agreement and who normally works under the direct supervision of another employee or employees; a trainee will normally remain a trainee for a period not exceeding 6 months during which time appropriate training will be made available; following the period of traineeship, the company will grade the trainee;
- (2) **Clerical Assistant 1** - employees in this grade perform, and are accountable for, clerical office tasks as directed. They work within established routines, methods and procedures, supervision is direct. Employees will acquire and apply a limited knowledge of the company's office procedures and requirements. Employees can undergo training in order to perform basic keyboard functions. Telephone operators within this grade will be required to telephone prospective clients to advise them of the service of the Trading Post with a view to obtaining orders for advertisements.
- (3) **Clerical Officer 2** - employees in this grade perform clerical and office tasks using a more extensive range of skills and knowledge at a higher level than required of a Clerical Assistant 1. They are responsible and accountable for their own work which is performed within established routines, methods and procedures. Supervision is general. Employees will acquire and apply a knowledge of the company's broad structure and personnel, and have a working knowledge of their sectional procedures and requirements.

Employees in this grade keep appropriate records; sort, process and record original source financial documents such as invoices, cheques and correspondence on a daily basis; maintain and record petty cash; prepare bank deposits and withdrawals and do banking.

Telephone operators at this level will be required to enter data obtained from clients via a keyboard and screen, into an electronic storage system.

- (4) **Clerical Officer 3** - employees at this level perform clerical and office tasks using a more extensive range of skills and knowledge at a higher level than required of a Clerical Officer 2. They are responsible and accountable for their own work which is performed within established guidelines. They exercise limited discretion within the scope of their skills and knowledge. Supervision is limited.

Secretarial skills may be introduced at this level. Word processing skills may be introduced at this level.

Employees at this level may be required to scan advertisements.

Employees at this level will be responsible for exercising independent initiatives from time to time according to company policy.

- (5) **Clerical Officer 4** - employees in this grade exercise initiative, discretion and judgment, within the range of their skills and knowledge. Supervision of these employees is minimal. They are accountable for their own work and may have limited responsibility for the work of others. They perform clerical and administrative duties using a more extensive range of skills and knowledge at a higher level than required of a Clerical Officer 3. Specialist technical skills may be introduced at this level.
- (6) **Clerical Administrative Officer 5** - employees in this grade perform clerical and administrative duties using a more extensive range of skills and knowledge at a higher level than required of a Clerical Officer 4. They are responsible and accountable for their own work and may have responsibility for the operation of the unit/section under their supervision. They exercise initiative, discretion and judgment within the range of their skills and knowledge.

4.5 In this clause,

- (1) "direct supervision" means an employee:
 - . receives detailed instructions on the work to be performed;
 - . performs tasks which are part of an overall work routine; and
 - . is subject to regular personal progress checks on work being performed.
- (2) "general supervision" means an employee:
 - . is instructed on unusual or difficult features of the work and what is to be done when new procedures are involved;
 - . is normally subject to progress checks usually confined to unusual or difficult aspects of the work;
 - . is able to perform the duties usually without specific instructions but has assignments reviewed on completion.
- (3) "minimum supervision" means an employee:
 - . may be subject to progress checks principally to determine whether satisfactory progress is being made;
 - . may have work reviewed on completion.

4.6 The parties to this agreement recognise that in order to increase the efficiency, productivity and competitiveness of the company's business, a continued commitment to training and skill development is required. Accordingly, the parties commit themselves to:

- (1) developing a more highly skilled and flexible workforce;

- (2) providing employees with career opportunities through appropriate training to acquire additional skills, and
- (3) removing barriers to the utilisation of skills required.

Following consultation with employees the company should develop a training programme consistent with:

- (a) the current and future skill needs of the enterprise;
- (b) the size, structure and nature of the operations of the enterprise, and
- (c) the need to develop vocational skills relevant to the enterprise through courses conducted on the job or by accredited institutions and providers.

In developing a training programme the company should:

- (i) disseminate information on the training programme and the availability of training courses and career opportunities to employees;
- (ii) monitor and advise on the on-going effectiveness of the training, and
- (iii) make suggestions on the specific training needs.

Any training undertaken at the Company's direction will occur during the employee's usual working hours without loss of pay to that employee. Any costs associated with such courses, including text books will be borne by the Company.

If training is undertaken at the company's request during ordinary working hours the employee concerned shall not suffer any loss of ordinary pay.

Any costs associated with standard fees for prescribed course and prescribed text books (excluding those text books which are available in the company's library) incurred in connection with the undertaking of training shall be reimbursed by the company upon production of evidence of such expenditure provided that reimbursement shall also be on an annual basis subject to the presentation of reports of satisfactory progress.

Travel costs incurred by an employee undertaking training in accordance with this clause which exceed those normally incurred in travelling to and from work shall be reimbursed by the company.

Employees should undertake such training and re-training as required by the company.

- 4.7 For the purpose of increasing productivity and flexibility, as well as enhancing career opportunities for employees, multi-skilling may extend by agreement between the company and an employee to allow the employee to perform any work in the enterprise within the scope of the employee's skills and competence.

Discussion shall take place at the enterprise with a view to reaching agreement for employees to perform a wider range of tasks, removal of demarcation barriers and participation of employees in additional training.

Notwithstanding the provisions of the above paragraph, employees shall perform a wider range of duties including work which is incidental or peripheral to their main tasks or functions.

Employees shall perform such work as is reasonable and lawfully required of them by the company, including accepting instructions from authorised personnel.

Employees shall comply with all reasonable requests to transfer or to perform any work provided for by this agreement.

Employees shall take all reasonable steps to ensure the quality, accuracy and completion of any job or task assigned to the employee.

Employees shall not impose or continue to enforce existing demarcation barriers between the work covered by this agreement provided that it is agreed that the work lies within the scope of the skill and competence of the employee concerned.

Employees shall not unreasonably impose any limitation or continue to enforce any limitations on supervisors or technical personnel demonstrating the use of new equipment or machinery, provided that the appropriate consultation in relation to the introduction of new technology has taken place.

Employees shall not impose any restrictions or limitations on the measurement and/or review of work methods or standard work times, provided that appropriate consultation between the company and employees has taken place.

5. Wages

- 5.1 Having regard to section 117 of the Industrial Relations Act 1991, this agreement shall have effect from the date it is registered and the minimum wage rates for employees covered by this agreement shall operate from the beginning of the first pay period to commence on or after the date that this agreement is approved in writing by or on behalf of the employees whose terms and conditions of employment are covered by it are as follows:

Classification	Weekly rate	Part-time hourly rate	Casual hourly rate
(1) Trainee -	\$356.00 per week	\$9.35	\$12.16
(2) Clerical Assistant 1 -	\$382.00 per week	\$10.05	\$13.07
(3) Clerical Officer 2 -	\$412.00 per week	\$10.84	\$14.09
(4) Clerical Officer 3 -	\$434.00 per week	\$11.42	\$14.84
(5) Clerical Officer 4 -	\$460.00 per week	\$12.11	\$15.74
(6) Clerical Administrative Officer 5	\$466.00 per week	\$12.26	\$15.94

- 5.2 Subject to the terms of this agreement the wage rates for employees covered by this agreement from the beginning of the first pay period to commence on or after the date which falls 6 month after the date the agreement is approved by or on behalf of the employees whose terms and conditions of employment are covered by it are as follows:

Classification	Weekly rate	Part-time hourly rate	Casual hourly rate
(1) Trainee -	\$356.00 per week	\$9.35	\$12.16
(2) Clerical Assistant 1 -	\$388.00 per week	\$10.21	\$13.27
(3) Clerical Officer 2 -	\$418.00 per week	\$11.00	\$14.30
(4) Clerical Officer 3 -	\$441.00 per week	\$11.61	\$15.09
(5) Clerical Officer 4 -	\$467.00 per week	\$12.29	\$15.98
(6) Clerical Administrative Officer 5	\$473.00 per week	\$12.45	\$16.19

5.3 The wage rates specified in sub-clause 5.1 operate from the date set out in sub-clause 5.1 but the rates only become payable when the union authorises in writing the agreement given on behalf of the employees whose terms and conditions of employment are covered by this agreement.

5.4 In determining the grade of an employee to whom this agreement applies, being a person who is already employed by the company within the scope of this agreement at the time this agreement comes into effect, regard should be given by the company to the following factors:

- (1) the existing rate of pay of the employee;
- (2) the duties and responsibilities of the employee;
- (3) the experience of the employee in the area of work in which the employee is engaged, and
- (4) any other factor considered by the company to be relevant.

Any grievance or dispute concerning the grade of an employee shall be dealt with in accordance with the procedures specified in clause 31.

5.5 The company shall, within 4 weeks of the date of this agreement coming into effect, inform each employee and the union of the grade to which each employee covered by this agreement is allocated. The union acknowledges the confidentiality of such information and undertakes not to disclose it to any other person other than for the purposes of giving effect to or ensuring compliance with this agreement.

5.6 An employee whose weekly wage rate is at least 15% higher than the rate prescribed from time to time by this clause for a Clerical Administrative Officer 5 as defined in clause 4 shall be exempted from the operation of the provisions of this agreement in relation to hours of work (clause 8) and overtime (clause 11). This sub-clause applied provided that the rate for a Clerical Administrative Officer 5 does not fall below the otherwise applicable rate prescribed by the Clerks (State) Award, as varied from time to time.

5.7 Having regard to the nature of the work undertaken by the company employees may, from time to time, be involved in a variety of aspects of the company's operations, being aspects which do not fall within the scope of the definitions contained in clause 4. Without limiting the generality of the foregoing, such aspects may include, by agreement, duties associated with the commercial, business and promotional activities of the company or any associated or related company provided that:

- (1) in the case of employees engaged after the date this agreement comes into effect, involvement in such work shall only be by agreement between the

company and the employee made at the date of employment or thereafter, and

- (2) persons who are employed at the date this agreement comes into effect and whose employment will be subject to this agreement will, throughout that employment, continue to perform the full range of duties they performed prior to the operation of this agreement, subject to any agreement between them and the company as to any change in that range of duties.

6. Terms of Engagement

- 6.1 All employees shall be employed as weekly, part-time or casual employees.
- 6.2 The company will inform each employee of the terms of the employee's engagement and, in particular, whether the employee is a weekly, part-time or casual employee on day or shift work.

7. Casual and Part-Time Employees

- 7.1 A casual employee is one who is engaged and paid as such, whose spread of ordinary hours of work is the same as those worked by weekly employees and whose rate of pay is an hourly rate equal to the appropriate weekly rate divided by 38 plus 20% (plus one-twelfth of that amount as annual leave entitlements) with a minimum payment of 4 hours work at the appropriate rate.
- 7.2 A part-time employee is an adult employee employed to work regular days and regular hours either of which are less than the number of days or hours worked by weekly employees employed by the company. The days worked by part-time employees shall not be less than 2 per week and the hours worked shall be not less than 12 per week. The spread of ordinary hours of part-time employees, exclusive of meal times, shall be the same as those for weekly employees.
- 7.3 The provisions of this agreement relating to annual leave, annual leave loading, sick leave, jury service, bereavement leave, parental leave and holidays shall apply to part-time employees on a pro rata basis for each employee in proportion to the normal ordinary hours worked by weekly employees.
- 7.4 Notwithstanding the provisions of this clause, the company and the union may agree, in writing, to observe other conditions in order to meet special cases.

8. Hours

8.1 Weekly Employees

- (1) Subject to 8.1(4), the ordinary hours of work, exclusive of meal hours, shall not exceed an average of 38 per week to be worked between the hours of 6.00 am and 6.00 pm Monday to Friday inclusive and between the hours of 6.00 am and 12.00 noon on a Saturday and shall be worked in one of the following ways:
 - (a) on 19 days over a 4 week cycle; or
 - (b) on 10 days over a 2 week cycle; or
 - (c) on 5 days in any week; or
 - (d) on 5½ days in any week.

- (2) Where the company and employee agree, rostered days off which occur as a result of employees working in accordance with this sub-clause may accumulate to a maximum of 5 days. These accumulated days may be taken at any time agreed between the company and the employee and shall be taken within 6 months of accrual.
- (3) Notwithstanding any other provision of this agreement, the ordinary hours of work prescribed by this clause may be worked up to 10 hours on any day. Provided that in any arrangement of ordinary working hours where the ordinary working hours are to exceed 8 on any day but not more than 10, the arrangement of hours shall be subject to agreement between the company and the majority of employees concerned.
- (4) The company shall adopt working hours other than a 5½ day week in any case in which the ordinary week's work of 38 hours can be performed in such a manner without:
 - (a) detriment to the public interest;
 - (b) loss in the value of goods handled or to be handled;
 - (c) reducing the efficiency of production, or
 - (d) reducing the efficiency of the necessary services; and provided that a majority of the employees in the business desire to work their ordinary hours in other than 5½ days.
- (5) Any dispute as to whether ordinary hours of work can be worked in other than 5½ days without detriment, loss or reduction as aforesaid shall be determined in accordance with the procedure set out in 31.2.
- (6) It is a condition of allowing a 19 day/4 week cycle, a 10 day/2 week cycle or a 5 days week that, if required, employees shall comply with the reasonable and lawful orders of the company as to working overtime including working overtime on Saturday.
- (7) Where a 19 day/4 week cycle is worked, the ordinary hours of work shall not exceed 8 hours per day, Monday to Friday inclusive, between the hours of 6.00 am and 6.00 pm.
- (8) Where a 10 day/2 week cycle is worked, the ordinary hours of work shall not exceed 8 hours per day, Monday to Friday, on 9 days of the cycle and 4 hours on any 1 day of the cycle, between the hours of 6.00 am and 6.00 pm.
- (9) Where a 5 day week is worked, the ordinary hours of work shall be worked between the hours of 6.00 am and 6.00 pm Monday to Friday inclusive such that either:
 - (a) the ordinary hours on 4 days of any 1 week shall not exceed 8 hours and on 1 day of the week shall not exceed 6 hours, or
 - (b) the ordinary hours of work on each day of the week shall not exceed 7 hours and 36 minutes.

- (10) Where a 5½ day week is worked, the ordinary hours of work shall not exceed 6 hours and 48 minutes per day Monday to Friday inclusive and 4 hours on Saturday.
- (11) The starting time once fixed in accordance with this clause shall not be altered without 7 days notice being given by the company to the employees. However, in an emergency, the company and an employee may agree to change the employee's commencing and ceasing times with less than 7 days notice, provided that the employee shall be entitled to have the union delegate present when such matters are discussed.

8.2 Part-Time Employees

The spread of ordinary hours of work, exclusive of meal times, shall be the same as those prescribed for weekly employees but shall not, in any case, be less than 12 hours per week. Ordinary hours of work shall not exceed 8 per day provided that ordinary hours of work may be worked up to 10 hours on any day subject to agreement between the company and the majority of employees concerned.

8.3 Casual Employees

The spread of ordinary hours of work shall be the same as those worked by weekly employees.

9. Shift Work

9.1 Definitions - in this clause:

- (1) a "shift worker" means an employee whose ordinary hours of work are in accordance with the shifts defined in paragraphs (2), (3), (4), (5) and (6) of this sub-clause;
- (2) "afternoon shift" means any shift finishing after 6.00 pm and at or before 11.00 pm, provided that where the majority of employees in an establishment finish afternoon shift at a later time, up to 12.00 midnight, all employees may be required to work the same hours;
- (3) "night shift" means any shift starting at or after 11.00 pm and at or before 5.00 am or finishing after 11.00 pm and at or before 6.00 am;
- (4) "permanent shift" means a night shift which does not rotate with another shift or shifts or day work and which continues for a period of not less than 4 consecutive weeks;
- (5) "early morning shift" applies to an employee whose ordinary hours on a regular shift commence between 5.00 am and 6.00 am except where such a shift is part of a shift system and preceding an afternoon shift finishing at 11.00 pm;
- (6) "7-day shift worker" means an employee who is rostered to work regularly on Sundays and public holidays.

9.2 Hours, shift allowances, special rates, meal interval

- (1) Notwithstanding any other provisions of this agreement and subject to the provisions of sub-clause 9.1 of this clause, an employee may be employed upon shifts, in which case the ordinary hours shall not exceed:

8 in any consecutive 24; or
38 per week; or
76 in 14 consecutive days; or
152 in any 28 consecutive days.

provided that the ordinary hours of work prescribed herein may be worked up to 10 hours on any day. In any arrangement of ordinary working hours where the ordinary working hours are to exceed 8 on any day but not more than 10, the arrangement of hours shall be subject to the agreement of the company and the majority of employees concerned. In addition the arrangement shall average 38 hours per week over the shift cycle.

- (2) Times of beginning and ending the shift of any employee may in any case be varied by agreement between the company and the employee or in the absence of agreement may be varied by at least 1 week's notice given by the company to the employee.
- (3) A shift worker employed on shift shall for work done during the ordinary hours of any such shift be paid ordinary rates prescribed by clause 5, Wages, plus the following additional percentage of the graded classification rate of pay applicable as prescribed by clause 5:

afternoon shift - at the rate of 17%
night shift - at the rate of 20%
permanent night shift - at the rate of 26%
early morning shift - at the rate of 10%.

Allowances in accordance with this clause shall be calculated in multiples of 10¢, amount of less than 5¢ being taken to the lower multiple and amounts of 5¢ or more being taken to the higher multiple.

- (4) A shift worker whose rostered day off coincides with a public holiday shall be paid a day's pay additional to the shift worker's weekly wage, or have a day added to the shift worker's annual leave.
- (5) A shift worker whose ordinary working period includes a Saturday, Sunday or holiday as an ordinary working day shall be paid:

Saturday - time and one half
Sunday - time and three-quarters
Holiday - double time and one half.

- (6) Where ordinary shift hours commenced between 11.00 pm and midnight on a Sunday or holiday, the ordinary time worked before midnight shall not entitle the shift worker to the Sunday or holiday rate. Provided that the ordinary time worked by a shift worker on a shift commencing before midnight on the day preceding a Sunday or holiday and extending into a Sunday or holiday shall be regarded as ordinary time worked on such Sunday or holiday.

- (7) At least 20 minutes shall be allowed to a shift worker for a meal during each shift before the expiration of 5 hours. Such meal breaks shall be counted as time worked.

9.3 Overtime

- (1) All time worked by a shift worker in excess of the hours provided in paragraph (1) of sub-clause 9.2 of this clause shall be paid time and one half for the first 2 hours and double time thereafter. In computing overtime, each day shall stand alone.
- (2) A shift worker required to work overtime in excess of 1 hour on any shift shall be paid meal money of \$7.50. If overtime exceeds 5 hours on any shift a further meal allowance of the same amount shall be paid.

9.4 Work on a rostered day off

- (1) An employee required to work on a rostered day off shall be paid the rate prescribed in sub-clause 9.3 of this clause except for time worked on Sundays which shall be paid for at the rate of double time and time worked on public holidays which shall be paid for at the rate of double time and one half.
- (2) Where work is performed as prescribed in paragraph 1 of sub-clause 9.4 on a Sunday or a holiday, such employee shall be paid a minimum of 4 hours at the appropriate rate.

9.5 Special rates not cumulative

The penalties herein prescribed are in substitution for and not cumulative upon the shift allowances prescribed in sub-clause 9.2 of this clause.

9.6 Casual and part-time shift workers

Casual and part-time shift workers shall receive the allowance prescribed in paragraph 3 of sub-clause 9.2 of this clause.

9.7 Restrictions on shift work

- (1) No employee under 18 years of age shall be employed on shift work.
- (2) Employees shall not be employed on the night shift, other than by agreement between the company and the employee.
- (3) Employees under 21 years of age shall not be employed on the night shift except employees not younger than 19 years of age whilst working on a training programme. The restriction on night shift shall not apply in these case.

9.8 Transport for employees

Arrangements for transport for employees finishing on the afternoon shift or beginning the night shift are to be satisfactorily established by the company taking into account the requirements of the particular location and having regard to any special circumstances.

10. Meal Break

- 10.1 Employees whose ordinary working hours fall between 6.00 am and 6.00 pm shall be allowed a meal break of not less than 30 minutes or more than 1 hour between the hours of 11 am and 2.30 pm.
- 10.2 An employee shall not be required to work more than 5 hours without a break for a meal except in the following circumstances where up to 6 hours may be worked without a break for a meal:
- (1) where employees are working a 5 day week and the ordinary hours of work on 4 days in any one week do not exceed 8 and on 1 day of the week do not exceed 6 hours, or
 - (2) where a casual employee or a part-time employee is engaged to work no more than 6 hours in any one day.

The company and employee may by mutual agreement change the commencing time of the lunch break.

11. Overtime and Meal Allowance

- 11.1 All time worked outside ordinary hours of work prescribed by clause 8 shall be overtime and shall be paid for at the rate of time and one-half for the first 2 hours and double time thereafter provided that overtime at the rate of double time shall be paid for all time worked after 12.00 noon on a Saturday. In computing overtime each day's work shall stand alone.
- 11.2 When overtime work is necessary it shall whenever reasonably practicable be so arranged that employees have at least 10 consecutive hours off duty between the work of successive days. An employee other than a casual employee who works so much overtime between termination of the employee's ordinary work on 1 day and the commencement of the employee's ordinary work on the next day that the employee has not had at least 10 consecutive hours off duty between those times shall, subject to this sub-clause, be released after completion of such overtime until the employee has had 10 consecutive hours off duty without loss of pay for ordinary working time occurring during such absence. If, on the instruction of the company, the employee resumes or continues work without having had such 10 consecutive hours off duty the employee shall be paid at double rates until the employee is released from duty for such period and the employee then shall be entitled to be absent until the employee has had 10 consecutive hours off duty without loss of pay for ordinary working time occurring during such absence.
- 11.3 An employee working overtime shall be paid a meal allowance in any of the following circumstances:
- (1) when required to work beyond 6 00 pm - \$7.50;
 - (2) if overtime continues beyond 10.00 pm - a further amount of \$7.50;
 - (3) where the union agrees the company may supply its employees with a suitable meal in which case the allowances set out at 10.3(1) and 10.3(2) shall not be payable;
 - (4) meal allowances shall be paid not later than the pay day immediately after the day on which overtime is worked, except by mutual arrangement.

- 11.4 This clause shall apply to casual employees and in such cases overtime shall be calculated on the casual rate of pay specified in 7.1.
- 11.5 Notwithstanding anything contained in this agreement, employees whose fixed hours of employment are less than 38 hours per week may be worked without payment of overtime up to 2 hours after the fixed finishing time on any 1 day or, on not more than 4 days in any calendar month or 8 days in any 2 consecutive calendar months. Provided that, in any case, such an employee shall not be required to work more than 9 hours in any 1 day or more than 38 hours in any week without payment of overtime; provided further than such 9 hours shall be worked between 6.00 am and 6.00 pm Monday to Friday inclusive.
- 11.6 In computing overtime any portion of an hour of less than 30 minutes shall be reckoned as 30 minutes and any portion in excess of 30 minutes shall be reckoned as 1 hour.

12. Time Off in Lieu of Overtime

- 12.1 Where an employee has worked overtime the employee may be released from duty for a period not exceeding the period of overtime actually worked subject to the following conditions:
- (1) an employee may only be released from duty in lieu of payment for overtime at the request of the employee and with the agreement of the company. Such agreement shall be in writing and be kept with the time and wages records;
 - (2) an employee may not accumulate more than 20 hours to be taken as leave in lieu of overtime payment and such leave shall be taken within 4 weeks of accrual; where such leave is not taken in this period it shall be paid for at the appropriate overtime time rate or rates; this provision shall only apply in respect of overtime worked between Monday to Friday inclusive, normal penalties for overtime worked on Saturday and Sunday shall apply for those days.

13. Sundays and Holidays

- 13.1 New Year's Day, Australia Day, Good Friday, Easter Saturday, Easter Monday, Anzac Day, Queen's Birthday, 8 Hour Day, Christmas Day, Boxing Day and an additional day's holiday to be observed pursuant to 13.2 and any other day gazetted as a public holiday for the State shall be holidays for the purposes of this agreement.
- 13.2 In addition to the holidays specified in 13.1, an employee shall be entitled to 1 additional day as a holiday in each calendar year. Such additional holiday shall be observed on the day when the majority of employees covered by this agreement observe a day as an additional holiday or on another day mutually agreed between the company and the employee. The additional holiday is not cumulative and must be taken within each calendar year.
- 13.3 Any dispute concerning the day on which an additional holiday is to be taken by an employee will be dealt with in accordance with the procedure set out in clause 31, Grievances and Disputes Procedure.
- 13.4 No deductions shall be made from the wages of weekly or part-time employees for the week in which any of the holidays referred to in 13.1 fall.

- 13.5 For work done on any of the holidays referred to in 13.1, double time and one-half shall be paid with a minimum payment for 4 hours work.
- 13.6 For work done on a Sunday double ordinary time with a minimum payment for 4 hours work shall be paid.
- 13.7 Where an employee is absent from the company's employment on the working day immediately before or the working day immediately after a public holiday without reasonable excuse or without the consent of the company the employee shall not be entitled to payment for such holiday.

14. Payment of Wages

- 14.1 Wages shall be paid weekly or fortnightly. Prior to its introduction the company should discuss the implementation of fortnightly pay with its employees.
- 14.2 Overtime shall be paid within 1 week from the pay day succeeding the day or days on which overtime becomes due. Provided that where wages are paid fortnightly, overtime shall be paid within a fortnight from the payday succeeding the day or days on which such overtime became due.
- 14.3 On termination of employment an employee shall be paid all monies due to the employee. Such monies shall be paid during the employee's working hours on the day of termination or posted by pre-paid registered post to the employee on the next working day, provided that an employee may elect to return to collect any monies outstanding to the employee on the next working day following termination.
- 14.4 Where an employee is required to wait beyond the employee's ordinary ceasing time for payment of weekly or fortnightly wages or termination payments and such waiting time exceeds 15 minutes, the employee shall be paid at ordinary rates for the full period during which the employee is required to wait, except where such waiting time is caused by reasons beyond the company's control.
- 14.5 Wages shall be paid in cash, by cheque or electronic funds transfer.

15. Annual Leave

- 15.1 Employees other than 7 day shift workers, see *Annual Holidays Act, 1944*.
- 15.2 In addition to the leave provided for by sub-clause 15.1, 7 day shift workers, that is, shift workers who are rostered to work regularly on Sundays and holidays, shall be allowed 1 week's leave; provided that if during the year of employment an employee has served for only a portion of it as a 7 day shift worker the additional leave shall be 1 day for every 36 ordinary shifts worked as a 7 day shift worker. In this sub-clause reference to 1 week and 1 day shall include holidays and non-working days.

16. Annual Leave Loading

- 16.1 Before an employee is given and takes the employee's annual holiday or, where by agreement between the company and the employee the annual holiday is given and taken in more than 1 separate period, before the commencement of each such separate period, the company shall pay the employee a loading determined in accordance with this clause. However, the obligation to pay the loading in advance does not apply where the employee takes an annual holiday wholly or partly in advance.

- 16.2 The loading is payable in addition to pay for the period of holiday given and taken and due to the employee under the *Annual Holidays Act, 1944* (the Act) and this agreement.
- 16.3 The loading is to be calculated in relation to any period of annual holiday to which the employee becomes entitled under the Act and this agreement or, where such a holiday is given and taken in separate period, in relation to each such separate period.
- 16.4 The loading is the amount payable for the period or the separate period as the case may be, stated in 16.3 at the rate per week of 17½% of the appropriate ordinary weekly time rate of pay prescribed by this agreement for the classification in which the employee was employed immediately before commencing the employees' annual holiday but shall not include any amount prescribed for weekend loadings, or any other allowances, penalties, shift allowances, overtime or any other payments prescribed by this agreement.
- 16.5 No loading is payable to an employee who takes an annual holiday wholly or partly in advance. However, if the employment of the employee continues until the day when the employee 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 16.4 applying the appropriate wage rate payable on that day. This sub-clause applies where an annual holiday has been taken wholly or partly in advance.
- 16.6 Where, in accordance with the Act, the company'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:
- (1) 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 16.4;
 - (2) 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 the employee under the Act, such proportion of the loading that would have been payable to the employee under this clause if the employee had become entitled to an annual holiday prior to the closedown as the employee's qualifying period of employment in completed weeks bears to 52.
- 16.7 Where the employment of an employee is terminated by the company for a reason other than misconduct and at the time of termination the employee has not been given and has not taken the whole of an annual holiday to which the employee became entitled, the employee shall be paid a loading calculated in accordance with 16.3 and 16.4 for the period not taken.
- 16.8 Except as provided by 16.7, no loading is payable on the termination of an employee's employment.
- 16.9 This clause extends to an employee who is given and takes an annual holiday and who would have worked as a shift worker if the employee had not been on holiday; provided that, if the amount to which the employee would have been entitled by way of shift work allowances and weekend penalty rates for the ordinary time (not including time on a public or special holiday) which the employee would have worked during the period of the holiday exceeds the loading calculated in accordance

with this clause, then that amount shall be paid to the employee in lieu of the loading.

17. Long Service Leave

See *Long Service Leave Act*, 1955.

18. Sick Leave

18.1 Weekly employees shall, subject to the production of a medical certificate or other evidence satisfactory to the company (which may include a statutory declaration) be entitled to 1 week's sick leave during the first year of service and 8 days during the second and subsequent years of service on full pay, provided that a statutory declaration shall be sufficient proof of sickness in respect of the first 2 single days absence of an employee in any year. Provided further that where an employee works more than 8 ordinary hours in any day, the employee shall not be entitled to leave in excess of 1 week in the first year of service and 60.8 hours of ordinary working time in the second and subsequent years of service.

18.2 The employee shall, wherever practicable, before the commencement of absence on sick leave, inform the company of the employee's inability to attend for duty and, as far as possible, state the nature of the injury or illness and the estimated duration of the absence.

18.3 Where an employee does not notify the company of the employee's inability to attend for duty prior to commencement of the absence the employee shall produce a medical certificate or the employee shall not be entitled to payment for the first 8 hours of such absence.

Note: An employee's entitlement to sick leave in accordance with 18.1 shall not be reduced as a consequence of the operation of this paragraph.

18.4 The payment for any absence on sick leave in accordance with this clause during the first 3 months of employment of an employee may be withheld by the company until the employee completes such 3 months of employment at which time the payment shall be made.

18.5 An employee shall not be entitled to sick leave on full pay for any period in respect of which the employee is entitled to workers' compensation; provided, however, that the company shall pay to an employee who has sick leave entitlements under this clause, the difference between the amount received as workers' compensation and full pay. If the company pays such difference, the employee's sick leave entitlement under this clause shall for each week during which such difference is paid, be proportionately reduced.

18.6 If the full period of sick leave is not taken in any year, the whole or any untaken portion shall be cumulative from year to year provided that an employer shall not be bound to credit an employee for sick leave which accrued more than 12 years before the end of the last completed year of service.

18.7 Part-time employees shall, subject to the provisions of this clause, be entitled to a proportionate amount of sick leave. The amount of sick leave to which a part-time employee is entitled in any year shall bear the same ratio to sick leave prescribed during that year of service for weekly employees as the part-time employee's normal ordinary hours of work for a week during such year would have borne to the

number of ordinary hours worked by weekly employees in the area in which the part-time employee is employed.

18.8 Service of an employee with the company before the date of this agreement shall be counted for the purpose of assessing the employee's annual sick leave entitlement. Accumulated leave at the credit of the employee at the commencement of this agreement will not be increased or reduced by the operation of this clause.

18.9 If a holiday prescribed by this agreement occurs during an employee's absence on sick leave such holiday shall not be counted as sick leave.

19. Finishing at Night

19.1 When an employee working overtime finishes work at a time when the usual means of transport are not available, the company shall:

- (1) provide transport or shall pay the employee at the employee's ordinary rate for the time occupied in reaching home;
- (2) pay the employee any additional outlay incurred in reaching the employee's home by reasonable means of transport.

19.2 No employee under 18 years of age shall be required to work beyond 9.00 pm except in exceptional circumstances and, in such a case, the company shall provide transport to the employee's home.

20. Travelling Expenses

20.1 When an employee in the course of the employee's duty is required to go to any place away from the employee's usual place of employment the employee shall be paid all reasonable expenses actually incurred.

20.2 When an employee in the course of the employee's duty is required by the company, other than in ordinary working hours, to go to any place away from the employee's usual place of employment the employee shall be paid all reasonable expenses actually incurred and, in addition, shall be paid at the ordinary rates for half of any time occupied in travelling outside ordinary working hours which is in excess of the time normally occupied by the employee in travelling from the employee's home to the employee's usual place of employment.

20.3 Any employee required by the company to provide a motor vehicle shall be paid \$64.50 per week (for a vehicle 1500cc and under) or \$79.70 per week (for a vehicle over 1500cc).

20.4 Where an employee is required by the company to use the employee's motor vehicle on a casual or incidental basis, the employee shall be paid 44¢ per kilometre travel during such use.

20.5 If the company provides a motor vehicle to an employee the company shall pay the whole of the cost of the upkeep, registration, insurance, maintenance and running expenses for the vehicle.

21. Higher Duties

An employee, whilst called upon to perform any duties of a classification for which the wage rate prescribed in this agreement is higher than that for the classification in which the

employee normally works, shall be paid at least the rate which would be applicable if those duties were performed by the employee on a permanent basis provided that this clause shall not apply when the time period in which the duties of the higher classification are performed is less than 1 day's duration.

22. Termination of Employment

22.1 The employment of a weekly part-time or casual employee may be terminated by 2 week's notice given by either party or by the payment or forfeiture as the case may be of 2 week's pay in lieu of notice. Nothing in this agreement affects the right of the company to dismiss an employee without notice in the case of misconduct.

22.2 An employee with more than 2 months service on leaving or being discharged shall, upon request, be given a reference or certificate of service in writing containing, at least, information as to the length and nature of employment. The document shall be the property of the employee and shall be returned to the employee without markings by a subsequent employer within 7 days of commencing employment.

23. Redundancy

23.1 See *Employment Protection Act, 1982*.

23.2 Notwithstanding the provisions of clause 22, Termination of Employment, where, on account of the introduction or proposed introduction by the company of mechanisation or technological changes in its business or the business of any associated or related company, the company proposes to terminate the employment of an employee who has been employed by the company for the preceding 12 months, the company shall give the employee 3 months notice of the termination of the employee's employment; provided that, if the employment of such an employee is terminated and the company fails to give such notice in full:

- (a) the company shall pay the employee at the employee's ordinary rate of pay specified for the employee's classification in clause 5, Wages, for a period equal to the difference between 3 months and the period of notice given;
- (b) the period of notice required by this clause to be given shall be deemed to be service with the company for the purpose of the *Long Service Leave Act, 1955*, the *Annual Holidays Act, 1944*, or any Act amending or replacing either of those Acts, and
- (c) provided further that the right of the company summarily to dismiss an employee for the reasons specified in clause 22, Termination of Employment, shall not be prejudiced by the fact that the employee has been given notice pursuant to this clause of the termination of the employee's employment.

23.3 Where the company proposes to introduce into its business or where there are proposed to be introduced into the businesses of any associated or related company mechanisation or technological changes which will result in one or more employees of the company becoming redundant, the company shall give notifications in accordance with this clause at least 6 months before the introduction of such mechanisation or technological changes and, if it is not practicable for the company to give such notifications at least 6 months before such introduction, then the company shall give the notifications as early as it is practicable for the company to give them.

The notifications to be given in accordance with this sub-clause are notifications in writing to:

- . the Industrial Registrar;
- . the Director of the Vocational Guidance Bureau;
- . the Director of Technical and Further Education;
- . the Secretary of the union, and
- . the employment section of the Department of Industrial Relations, Training, Employment and Further Education

of the number of persons who may become redundant on account of the introduction or proposed introduction by the company of mechanisation or technological changes and of their occupation and of the approximate date when their employment is likely to terminate on account of such introduction.

23.4 Notwithstanding any other provisions of this agreement, if the company does not re-engage a casual employee whose terms and conditions of employment are covered by this agreement for any of the following reasons:

- (1) general economic downturn, or
- (2) company restructuring, or
- (3) introduction of technological change

the company shall pay the casual employee, in addition to any other amount to which the employee is entitled, an amount calculated as follows:

Period in which employee has been engaged by the company as a casual employee	Severance Payment	
	If employee is under 45 years of age	If employee is 45 or more years of age
Less than 1 year	Nil	Nil
1 year and more but less than 2 years	4 weeks pay	5 weeks pay
2 years and more but less than 3 years	6 weeks pay	7.5 weeks pay
3 years and more but less than 4 years	7 weeks pay	8.75 weeks pay
4 years and more	8 weeks pay	10 weeks pay

"week's pay" for the purpose of this sub-clause means the amount paid to the employee for the employee's rostered ordinary hours of work in the 5 working days immediately preceding the day on which the company advises the employee that the employee will not be re-engaged.

24. Bereavement Leave

- 24.1 Each weekly and part-time employee is entitled to a maximum 2 days leave without loss of pay on each occasion and on production of satisfactory evidence of the death in Australia of the employee's husband, wife, father, mother, brother, sister, child, stepchild, grandparents or parents-in-law. For the purposes of this provision the words "wife" and "husband" include de facto wife or husband and the words "father" and "mother" shall include foster father or mother and stepfather or mother.
- 24.2 Each weekly and part-time employee is also entitled to a maximum of 2 days leave without loss of pay on each occasion and on the production of satisfactory evidence

of the death outside of Australia of an employee's husband, wife, father or mother where the employee travels outside Australia to attend the funeral.

25. Accident Pay

See *Workers Compensation Act, 1987*.

26. Jury Service

- 26.1 A weekly or part-time employee required to attend for jury service during the employee's ordinary working hours shall be reimbursed by the company an amount equal to the difference between the amount paid in respect of the employee's attendance for such jury service and the amount of wage the employee would have received in respect of the ordinary time the employee would have worked had the employee not been on jury service.
- 26.2 An employee shall notify the company as soon as possible of the date upon which the employee is required to attend for jury service. The employee shall give the company proof of the employee's attendance, the duration of such attendance and the amount received in respect of such jury service.

27. Parental Leave

See *Industrial Relations Act, 1991*.

28. First-Aid Allowance

An employee who has been trained to render first-aid and who is the current holder of appropriate first-aid qualifications (such as a certificate from the St John Ambulance or similar body) shall be paid an allowance of \$6.60 per week if the employee is appointed by the company to perform first-aid duty.

29. Agreement Display

A copy of this agreement shall be displayed in accordance with section 130(1) of the *Industrial Relations Act, 1991*.

30. Notice Board

The company shall permit the union to display notices dealing with legitimate union business on a notice board provided that such notices are authorised by an accredited union representative. Any such notice not so authorised may be removed by the accredited union representative or the employer.

31. Grievances and Disputes Procedure

31.1 Grievances Procedure

- (1) The employee may be represented, if the employee so chooses, by the union.
- (2) An employee must notify the company of the substance of the employee's grievance, request a meeting with the company for discussions and state the remedy sought by the employee.
- (3) A grievance must initially be dealt with between the employee and the employee's direct supervisor. If the matter cannot be resolved at that level it

must be referred to management of the company for resolution. If the matter is not resolved at that level, discussions will take place between a representative of the employee and a representative of the company with a view to resolving the matter.

- (4) Reasonable time limits will be allowed for discussion at each level of authority.
- (5) At the conclusion of the discussion, the company will provide a response to the employee's grievance if the matter has not been resolved, including reasons for not implementing any proposed remedy.
- (6) While the above procedure is being followed, normal work must continue.

31.2 Disputes Procedure

- (1) A question, dispute or difficulty regarding employment must initially be dealt with as close to its source as possible. Accordingly, any such question, dispute or difficulty will initially be dealt with between a representative of the employees concerned and their direct supervisor. If the matter is not resolved at that level, it will be referred to company management and the union for discussion. If the matter cannot be resolved at that level, it will be referred for determination to a committee comprising 1 representative nominated by the employees and 1 representative nominated by management of the company. If the matter cannot be resolved at that level it will be referred to the Industrial Relations Commission for determination in accordance with the provisions of the *Industrial Relations Act, 1991*.
- (2) While the above procedure is being followed, normal work must continue.

32. Occupational Health and Safety

The company and each employee covered by this agreement shall co-operate positively in respect of their obligations pursuant to the *Occupational Health and Safety Act, 1983*.

33. No Duress

The parties to this agreement declare that this agreement was not entered into under duress by any party to it.

34. Superannuation

34.1 Definitions

- (1) "eligible employee" means a weekly, part-time or casual employee (working 50 hours or more per month) whose terms and conditions of employment are set out in this agreement. Provided that, in the case of a full-time employee the employee has been so employed for a period of 4 calendar weeks and in the case of a part-time or casual employee, the employee has been so employed for 152 hours of work.
- (2) "approved fund" means a fund that complies with the Occupational Superannuation Standards Act 1987 and any regulations made under it and which is limited to:

- (a) CARE (Clerical, Administrative and Retail Employees Superannuation Plan); or
 - (b) such other fund as may be agreed between the company and the union.
- (3) "ordinary time earnings" means the employee's actual rate of pay excluding overtime payments, meal money, occasional bonus payments or any other ancillary payments of a like nature.
- 34.2 Where the company is obliged to make superannuation contributions on behalf of an employee the company shall make a once only superannuation contribution in respect of the qualifying period for the employee.
- 34.3 After the initial payment in respect of the employee's qualifying period of service, the company shall pay to the trustees of an approved fund in respect of each eligible employee an amount equal to 3% of the employee's ordinary time earnings each week commencing from the first full pay period commencing on or after 18 July 1990 or such subsequent date as the employee becomes eligible. Provided that the company shall not be required to contribute more than \$21.20 per eligible employee per week.
- 34.4 Where an employee is absent on leave without pay, whether or not such leave is approved by the company, no superannuation contributions from the company shall be due in respect of that employee for the period of unpaid absence, provided that the leave is of at least 1 day's duration.
- 34.5 The company shall not be liable to contribute on behalf of any eligible employee who refuses to sign any application form as required by the trust deed or rules of an approved fund. Such refusal must be in writing. Notwithstanding anything contained in this clause the employee can, at any time, apply to have contributions commencing from the date upon which the employee becomes a member of the fund. Where the employee in question is a member of the union, the employee shall notify the union of the employee's refusal.
- 34.6 To the extent of any inconsistency, the provisions of the Superannuation Guarantee Charge legislation, as replaced or varied from time to time, prevail over the provisions of this agreement.

35. Preservation of Existing Rates of Pay and Conditions of Employment

The rate of pay and conditions of employment applying to an employee before the operative date of this agreement shall not be altered as a consequence of the coming into effect of this agreement except where such rate or condition of employment is less favourable than the rate of pay or condition of employment prescribed by this agreement in which case that existing rate of pay or condition of employment shall be altered so as to be no less favourable than the rate of pay or condition of employment prescribed by this agreement.

36. Uniforms

In any part of the enterprise for which this agreement is made where an employee is required or encouraged by the company to wear a distinctive uniform, coat, overall or dress, or where the nature of the work performed by the employee requires the provision of protective clothing, the same shall be supplied by the company, free of charge, to the employee. Such uniform or other clothing shall remain the property of the company and any such uniform or other clothing in the possession of the employee shall be returned to the company on termination of employment.

37. Right of Entry

See section 733 of the *Industrial Relations Act, 1991.*

38. Term of Agreement

The nominal term of this agreement is 12 months from the date specified in clause 1, Description.

EXECUTED as an agreement on the date set out at the commencement of this Agreement.

THE COMMON SEAL of AGENCIES
APPRAISED STAFF AGENCIES PTY. LIMITED
was affixed in accordance with its
articles of association in the
presence of:



[Signature]
.....
Director

B. McALLERY
.....
Name of Director (BLOCK LETTERS)

[Signature]
.....
Director/Secretary

JOHN McALLERY
.....
Name of Director/Secretary (BLOCK LETTERS)

SIGNED for and on behalf of the
THE FEDERATED CLERKS UNION OF
AUSTRALIA NEW SOUTH WALES BRANCH



[Signature]
.....
Secretary
LYONS J.
.....

MARY LYONS
.....
Name of Witness (BLOCK LETTERS)

12 NURSERY ST. HORNSBY 2077
.....
Address of Witness