

ENTERPRISE AGREEMENT

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ENTERPRISE AGREEMENT

ROYAL BLIND SOCIETY OF NEW SOUTH WALES

PART A - AGREEMENT FORMALITIES

1. Parties to the Agreement

This agreement is made between Royal Blind Society of New South Wales and the following unions having regard to their respective coverage:-

Federated Clerks Union of Australia (NSW Branch)
Australian Social Welfare Union (NSW Branch)
Public Service Association of NSW
New South Wales Independent Education Union
NSW Journalists Union
Australian Liquor Hospitality and Miscellaneous Workers Union (NSW Branch)
Transport Workers Union of Australia (NSW Branch)

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3. Scope of Agreement

This agreement shall apply to all staff employed by Royal Blind Society of New South Wales at or after the date of registration of this agreement, excluding staff employed in nursing homes and hostels, at the offices listed in Appendix "A" to this agreement.

4. Date and Period of Operation

This agreement shall take effect from the beginning of the first pay period commencing on or after the date of this agreement's registration under the provisions of the Industrial Relations Act, 1991, and shall remain in force for a period of one year.

The parties agree to meet no later than three months before the expiry of this agreement to discuss a further agreement.

5. Relationship to Parent Awards

The terms and conditions of this agreement replace the terms and conditions, other than salaries, of the following awards and all variations thereafter, which would otherwise govern the employment relationship at the enterprise:-

Clerks (State) Award
 Charitable Institutions (Professional Paramedical Staff) (State) Award
 Charitable Institutions (Professional Staff Social Workers) (State) Award
 Miscellaneous Workers (General Services) (State) Award
 Miscellaneous Gardeners (State) Award
 Teachers (Non-Government Schools) (State) Award
 Teachers (Non-Government Early Childhood Service Centres Other Than Preschools) (State) Award
 Motor Bus Drivers (State) Award
 Journalists (Specialist Publications) (State) Award
 Social and Community Services Employees (Rates of Pay) (State) Award

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6. Single Bargaining Unit

For the purpose of negotiating an enterprise agreement, a single bargaining unit has been established with a negotiating committee consisting of two (2) management representative and eight (8) employee representatives.

7. Aim of Agreement

It is the objective of the parties to this agreement to implement workplace practices so as to provide for more flexible working arrangements, which improve the efficiency and productivity of the industry, enhance skills and job satisfaction and assist positively in ensuring that the company becomes a more efficient enterprise. The parties agree that the objectives of this agreement are to facilitate:

- (a) flexible working hours;
- (b) workplace productivity;
- (c) the development and maintenance of the most productive and harmonious working relationship obtainable.

The parties also agree that the objectives will not be limited to the measures set out in (a) to (c) above. It is recognised that an important factor in reaching the above objectives is the development of a working environment where all parties are involved with the decision-making process. Both management and employees are committed to cooperating positively to implement work practices that are flexible and meet the requirements of Royal Blind Society of New South Wales.

8. New Employees

The parties agree that any employee, other than an employee in a nursing home or hostel, who is engaged by the employer during the term of this agreement is covered by the agreement. The new employee shall, as from the date of engagement, be entitled to all benefits and be bound by all obligations under this agreement.

9. Agreement to be Displayed

Copies of this collective agreement shall be displayed in places readily visible and accessible to all parties covered by the agreement.

10. Joint Consultative Committee

The parties governed by this agreement shall establish a consultative mechanism with representation of the employer and the unions with procedures appropriate to its size, structure and needs for consultation and negotiation on matters affecting the efficiency and productivity of the enterprise. This committee shall be a forum for open discussion and shall meet at set monthly intervals with additional meetings on an as required basis.

11. Definitions

"Employee" for the purposes of this agreement shall mean all staff employed by the Royal Blind Society of New South Wales in the classifications set out in Appendix "B" to the agreement, and excluding staff employed in nursing homes and hostels.

PART B - REMUNERATION

12. Allowances

12.1 Mileage Allowance

Pursuant to subclause 33.1 an employee shall be entitled to claim an amount as follows based on engine size of the car being used:

Up to 1600cc	45.7 cents per kilometre
1601 - 2000cc	51.8 cents per kilometre
2001 - 3000cc	53.4 cents per kilometre
Over 3001cc	55.9 cents per kilometre

12.2 Travelling Away from Home Allowance

- (a) Pursuant to subclause 33.2, an employee who is required by the employer to travel involving overnight accommodation shall be entitled to claim the following:-

Accommodation - actual accounts will be paid by the employer up to approved standard of accommodation (currently Flag Inn 4 Star).

Meals - actual accounts paid or reimbursed by the employer for breakfast, lunch and evening meal to the value of \$45.00 per day including beverages.

Personal Telephone Calls - up to two personal calls per day at employer expenses (actual account paid or reimbursed).

- (b) An employee who is required by the employer to travel involving overnight accommodation, and who chooses to stay in other than commercial accommodation, may claim an alternative accommodation allowance of up to \$30.00 per night.
- (c) When an employee is on an authorised extended day trip, of 12 hours or more but not requiring temporary residence, allowances of up to the following values may be claimed:-

Breakfast	\$10.00
Lunch	\$10.00
Dinner	\$25.00

12.3 Provision of or Payment for Meals for Employees Working Authorised Overtime

Pursuant to subclause 17.9 an employee may claim the following:-

Breakfast	\$ 8.60
Lunch	\$11.15
Dinner	\$16.45

12.4 Uniforms and Laundry Allowances

Pursuant to clause 34, an employee may claim the following:-

In lieu of supplying uniforms	\$ 1.70 per week
In lieu of laundering	\$ 0.95 per week

PART C - HOURS OF WORK

13. Ordinary Hours

- 13.1 The ordinary hours of work for full-time employees, exclusive of meal breaks, shall be 38 hours per week, eight hours per day, to be worked between the hours of 7.00am and 7.00pm Monday to Friday inclusive.
- 13.2 The hours of work prescribed for full-time employees shall be arranged in such a manner that in each work cycle of 20 days no employee shall be required to work his or her ordinary hours in more than 19 days in such a cycle. The normal entitlement is 12 rostered days off per year, or one paid day off per month.
- 13.3 The employees allocated rostered day off prescribed in subclause 13.2 shall be determined by agreement between the employee and the employer having regard to the needs of the department or sections thereof.
- 13.4 The arrangement of hours worked and lunch breaks shall be made by agreement between the employer and the employee.

14. Meal Breaks

- 14.1 A period fifteen minutes shall be allowed for either morning or afternoon tea which shall be counted as time worked.
- 14.2 A lunch break of not less than thirty minutes shall be allowed between 12 noon and 2.00pm each day, provided that on every second Thursday, which is deemed to be pay day, a lunch break of not less than sixty minutes shall be allowed.
- 14.3 A dinner break of not less than thirty minutes shall be allowed where duty extends beyond 7.00pm on any day.

15. Part-time Employees

- 15.1 A part-time employee shall mean an employee who is required to work regular hours and regular days either of which are less than the hours or days worked by full-time employees, provided that the minimum hours shall be no less than 4 hours per day.
- 15.2 The spread of ordinary hours of part-time employees shall be as set out in clause 13, Ordinary Hours. The arrangement of hours and days worked shall be by agreement between the employer and the employee.
- 15.3 A part-time employee shall be paid for the actual number of hours worked each week an amount of salary which bears the same proportion to the salary prescribed for the relevant classification as the hours bear to 38.
- 15.4 All other provisions of this agreement shall apply on a pro-rata basis.

16. Casual Employees

- 16.1 A casual employee is one who is engaged and paid by the hour.
- 16.2 Casual employees shall be paid one thirty-eighth of the appropriate rate prescribed for the relevant classification, plus a loading of 20 per cent with a minimum payment of 4 hours for each engagement.
- 16.3 Casual employees who are required to work on Saturdays, Sundays or public holidays shall, in lieu of the loading prescribed in subclause 16.2, be paid the following allowances:-

- (a) for work done on Saturday, an allowance of 50 per cent;
- (b) for work done on Sunday, an allowance of 75 per cent;
- (c) for work done on a public holiday, an allowance of 150 per cent.

16.4 Casual employees shall not be entitled to the provisions of clause 13 - Ordinary Hours, clause 14 - Meal Breaks, clause 17 - Overtime, clause 22 - Sick Leave, or clause 30 - Public Holidays.

17. Overtime

17.1 Where an employee has been authorised to do a particular job that has been identified as one which requires time in addition to ordinary hours, or a project which can only be accomplished if extraordinary hours are worked by specifically skilled staff, payment for overtime shall apply. For the purposes of this clause, such jobs shall include seminars, expos or exhibitions and camps.

17.2 All overtime shall be authorised and approved in advance.

17.3 The rate of overtime shall be time and one-half for the first 2 hours and double time thereafter.

17.4 Provided that work has been authorised, all work performed:

- (a) on a Saturday shall be paid at the rate of time and one-half for the first two hours and double time thereafter;
- (b) on a Sunday shall be paid at the rate of double time.

17.5 Recall

Employees recalled to work overtime after leaving the employer's premises, whether notified before or after leaving the premises, shall be paid for a minimum of four hours work at the appropriate rate applicable on such day for each time so recalled; provided that, except in unforeseen circumstances arising, employees shall not be required to work the full minimum number of hours prescribed above if the job they were recalled to perform is completed within a shorter period.

17.6 When overtime work is necessary it shall, wherever practicable, be so arranged that employees have at least ten consecutive hours off duty between the work of successive days. Where this is not practicable, an employee shall be paid at the rate of double time until such time as the employee is released from duty.

17.7 Time Off in Lieu of Overtime

Where a full-time employee has been authorised to work overtime, the employee may elect to have time off in lieu of being paid such overtime. Any time off in lieu would equate to paid overtime hours. A part-time employee shall be allowed these conditions when the hours worked on any day exceed the ordinary hours of full-time employees. In other instances, part-time employees shall be allowed time off at ordinary rates where the hours worked exceed the normal rostered hours.

17.8 Time off in lieu of overtime shall be taken within 28 days of the overtime being worked. If, due to work commitments, the time off is not taken within the specified period, the employee shall be paid the monetary rate of the overtime so worked.

17.9 Provisions of or Payment for Meals

An employee who works authorised overtime shall be paid in addition to payment for such overtime:-

- (a) the amount set in subclause 12.3 of Part B for breakfast when commencing such overtime work at or before 6.00am;
- (b) the amount set in subclause 12.3 of Part B for an evening meal when such overtime is worked for at least one hour immediately following his or her normal ceasing time, exclusive of any meal break, and extends beyond or is worked wholly after 7.00pm;

- (c) the amount set in subclause 12.3 of Part B for lunch when such overtime continues for an elapsed time of 5 hours or more and commences before 12.00 noon on Saturdays, Sundays or public holidays.

or shall be provided with adequate meals in lieu of such payment.

18. Time in Lieu

- 18.1 Where an employee is authorised by his or her supervisor to perform specified work which cannot be done during the ordinary hours and/or requires the employee to work in excess of their standard working hours, time in lieu shall be accrued.
- 18.2 All time in lieu must be authorised.
- 18.3 Time in lieu is accrued by a full-time employee who works a minimum of 30 minutes in excess of the standard working day, or 30 minutes outside the normal span of hours.
- 18.4 The first 2 hours of time in lieu accrue at the rate of one hour time in lieu for one hour worked - that is, where an employee works up to 10 hours on any one day all time worked is at single time.
- 18.5 Where an employee works longer than 10 hours on any one day, penalty rates apply - that is, first 2 hours in excess of the ordinary hours of work at single time, next 2 hours at the rate of time and one-half and double time thereafter.
- 18.6 A part-time employee shall be allowed these conditions when the hours worked on any day exceed the ordinary hours of full-time employees. In other instances, part-time employees shall be allowed time off at ordinary rates where the hours worked exceed the normal rostered hours.
- 18.7 The accrual and taking of time in lieu is to be managed within a 12 week period, so that full-time employees work no more than 456 hours within that period. The 12 week period is to be determined by departmental business cycles and may therefore differ from department to department.
- 18.8 Supervisors have authority to direct employees to take accrued time within the 12 week period. If, due to work commitments agreed with the supervisor, time in lieu balances are not cleared at the end of each 12 week period the employee and supervisor can negotiate a further 4 week period to clear the balance.

PART D - LEAVE

19. Annual Leave

Annual leave entitlements shall be in accordance with the annual leave provisions under the Annual Holidays Act, 1944, and subsequent amendments to that Act.

20. Shutdown

Following discussions with unions, notice of an annual shutdown period shall be given to employees not less than three months before the commencement of the specified period or, in the case of an employee who commences employment less than three months before the shutdown, on the day that employment commences.

21. Annual Leave Loading

For the purposes of this clause:-

"the Act" shall mean the Annual Holiday Act, 1944.

- 21.1 Employees who, under the Annual Holiday Act, 1944, become entitled to annual leave shall be paid an annual leave loading of 17.5 per cent of the appropriate ordinary rate of pay prescribed by this agreement for the classification in which the employee was employed immediately before commencing his or her annual leave.

- 21.2 Such loading is payable in addition to the pay for the period of holiday given and taken and due to the employee under the Annual Holidays Act, 1944.
- 21.3 Before an employee is given and takes annual holiday or where by agreement between the employee and the employer the annual holiday is given and taken in more than one separate period, then before each of such separate periods the employer shall pay the employee the loading in accordance with subclause 21.1 of this clause.
- 21.4 (a) Where the employment of an employee is terminated by the employer for a cause 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 he or she became entitled, he or she shall be paid a loading calculated in accordance with subclause 21.1 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.
- 21.5 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 21.1 of this clause;
- (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 him or her under the Act such proportion of the loading that would have been payable to him or her under this clause if he or she had become entitled to an annual holiday prior to the close-down as his or her qualifying period of employment in completed weeks bears to 48.

22. Sick Leave

- 22.1 (a) Early intervention advisors and special education teachers (CAS) employed by Royal Blind Society of New South Wales shall be entitled to 15 days per annum sick leave on full pay. Any unused sick leave shall remain to the employee's credit. Such an employee in the first year of employment shall accumulate 15 days sick leave after three months employment.
- (b) All other employees shall be entitled to 10 days per annum sick leave on full pay. Any unused sick leave shall remain to the employee's credit. An employee in this category in the first year of employment shall accumulate one day sick leave for each month of employment for the first ten months.
- 22.2 The payment for any absence on sick leave in accordance with this clause during the first three months of employment may be withheld by the employer until the employee completes such three months of employment at which time the payment shall be made.
- 22.3 All period of sickness of more than two consecutive days shall be certified to by a registered medical practitioner; provided, however, that the employer may dispense with the requirements of a medical certificate where, in the employer's opinion, the circumstances are such as not to warrant such requirements.
- 22.4 If a holiday pursuant to this agreement occurs during an employee's absence on sick leave, then such holiday shall not be counted as sick leave.
- 22.5 If an employee becomes ill during a period of annual leave, the employee may chose to claim sick leave for the period involved provided that the minimum period of leave that will be adjusted will be 5 days and a medical certificate stating the illness and period covered is produced as proof of incapacity.

Requests for adjustments to leave must be made in writing and within one week of return to work and can only apply to paid sick leave entitlements. Any annual leave loading paid for the period will not be adjusted but will be applied to the next period of annual leave taken.

23. Long Service Leave

The provisions of the Long Service Leave Act, 1955, apply.

24. Bereavement Leave

An employee shall be entitled to a maximum of three days leave without loss of payment on each occasion and on production of satisfactory evidence of the death of the employee's partner, parents, siblings, children, stepchildren, grandparents, parents-in-law, grandchildren, brothers-in-law and sisters-in-law. In addition to the above, the employee shall also be entitled to compassionate leave with respect to other relationships where the employee resided with the deceased.

25. Parental Leave

For the purposes of maternity, paternity and adoption leave, the provisions of the Industrial Relations Act, 1991, apply.

26. Compassionate Leave

The employer may grant to the employee paid leave in extraordinary or emergent circumstances where an employee is forced to absent himself or herself from duty because of urgent pressing necessity.

27. Jury Service

- 27.1 An employee required to attend for jury service during ordinary working hours shall be reimbursed by the employer an amount equal to the difference between the amount paid in respect of attendance for such jury service and the amount of wages he or she would have received in respect of the ordinary time he or she would have worked had he or she not been on jury service.
- 27.2 An employee shall notify the employer as soon as possible of the date upon which he or she is required to attend for jury service. Further, the employee shall give the employer proof of his or her attendance, the duration of such attendance and the amount received in respect of such jury service.

28. Public Holidays

- 28.1 For the purposes of this agreement, the following shall be deemed to be public holidays - New Year's Day, Australia Day, Good Friday, Easter Saturday, Easter Monday, Anzac Day, Queen's Birthday, Eight Hour Day, Christmas Day, Boxing Day and any other day duly proclaimed and observed as a public holiday for the State.
- 28.2 In addition to those public holidays specified in this subclause, employees shall be entitled to an extra holiday each year. Such holiday shall occur on a date which is agreed upon between the union and the employer and shall be regarded for all purposes of this clause as any other public holiday.
- 28.3 Holidays in relation to the above two subclauses shall be allowed to employees on full pay. Where an employee is required to and does work on any of the holidays set out in subclauses 28.1 and 28.2 of this clause, such work shall be paid for at the rate of double time and one-half with a minimum payment for 4 hours work.

29. TUTA Leave

An employee shall be allowed a maximum of 12 days in two years paid leave to attend an accredited course of the Trade Union Training Authority at the employer's discretion.

30. Study Leave

An employee shall be entitled to one weeks paid leave and one weeks unpaid leave per year for approved courses.

31. Leave Without Pay

The parties agree that during the term of this agreement discussions will take place regarding options for the taking of leave without pay, with a view to the inclusion of an appropriate clause in the next agreement.

PART E - OTHER CONDITIONS

32. Relieving Other Members of Staff

- 32.1 An employee required by the employer to relieve in a higher classification and who satisfactorily performs the whole of the duties and assumes the whole of the responsibilities of the higher classification shall be entitled to receive the minimum pay of such higher classification.
- 32.2 The opportunity for employees to develop their skills by undertaking higher duties is to be recognised by the employer. This may involve employees undertaking some but not all of the duties normally performed by a higher classification.
- 32.3 In cases where an employee is called upon to undertake some of the duties normally performed by an employee in a higher grade the employee undertaking those additional duties will receive an amount of higher duties payment based on the percentage of the higher graded employee's job that is being undertaken and the difference in pay between the two classifications.
- 32.4 The percentage of the job being undertaken is to be by agreement with the department head responsible.
- 32.5 Higher duties payments shall be made when an employee acts in another position for periods of 5 days or more.

33. Travelling Allowances

- 33.1 An employee who is required to use his or her motor vehicle on a casual or incidental basis shall be paid an allowance as set out in subclause 12.1 of Part B of this agreement.
- 33.2 An employee who is required by the employer to travel involving overnight accommodation shall be entitled to claim the allowances set out in subclause 12.2 (a) or (b) of Part B of this agreement.
- 33.3 An employee on an authorised extended day trip, of 12 hours or more but not requiring temporary residence, may claim the allowance as set out in subclause 12.2 (c) of Part B of this agreement.

34. Uniforms and Laundry Allowances

Where the employer requires a uniform to be worn by an employee:-

- (a) the employer shall provide sufficient suitable and serviceable uniforms free of cost to the employee; provided that an employee, to whom a new uniform or part of a uniform has been supplied by the employer, who without good reason fails to return the corresponding article last supplied to him or her shall not be entitled to have such article replaced without payment therefor at a reasonable price;
- (b) an employee on leaving the service of the employer shall return any uniform or part thereof supplied by the employer which is still in use immediately prior to leaving;
- (c) in lieu of supplying a uniform to an employee, the employer shall pay to such employee the sum as set in subclause 12.4 of Part B of this agreement;
- (d) if the uniform of an employee is not laundered at the expense of the employer, an allowance as set in subclause 12.4 of Part B of this agreement shall be paid to such employee.

35. Amenities

Suitable lavatory conveniences shall be provided to all employees and, when and where practicable, dining room accommodation, dressing room and lockers also shall be provided.

36. Union Representatives

An employee-appointed union representative shall be recognised as the accredited representative of the union and he or she shall be allowed reasonable time during working hours to interview the employer on matters affecting employees.

37. Payment of Salaries

- 37.1 The salary payable to an employee pursuant to this agreement shall be paid fortnightly no later than Thursday.
- 37.2 The salary payable to an employee pursuant to this agreement shall be payable, at the election of Royal Blind Society, by either cash, cheque or Electronic Funds Transfer into an account nominated by the employee.
- 37.3 An employee who has given or who has been given the required notice of termination of employment in accordance with clause 40, Termination of Employment, shall be paid all monies due prior to ceasing duty on the last day of employment. Where an employee is summarily dismissed, any monies due shall be paid as soon as possible after such dismissal or termination but in any case not more than three days thereafter.
- 37.4 **Salary Packaging - Section Managers**
- (a) Notwithstanding subclause 37.1 and 37.2 of this clause, Section Managers may elect to receive salary in the form of a Flexible Remuneration Package (FRP) in accordance with the guidelines laid down by Royal Blind Society. A Section Manager may select a combination of salary and other benefits to suit individual needs. The salary component is known as "nominated salary".
- Benefits available under FRP are detailed in a Royal Blind Society booklet entitled "Flexible Remuneration Packaging for Section Managers" and any changes to benefits available will be discussed by the employer with Section Managers.
- (b) Occupational superannuation and Superannuation Guarantee Charge (SGC) contributions payable under the parent awards and Federal Government legislation will be paid on the gross remuneration due to a Section Manager and will be in addition to any superannuation taken as a benefit under FRP.
- (c) A Section Manager in receipt of FRP who takes any paid leave shall receive benefits and nominated salary in accordance with paragraph (a) of this subclause.
- (d) The rate of pay which shall apply to in respect of untaken annual and long service leave for Section Managers in receipt of FRP:
- (i) on termination of employment; or
- (ii) on death

shall be at the gross remuneration rate. As the gross remuneration rate includes annual leave loading, there will not be an entitlement to any additional sum for annual leave loading.

38. Particulars of Appointment

On appointment as an employee to Royal Blind Society of New South Wales, the employer shall provide written confirmation within 14 days to the employee of the following particulars:-

- (a) date of commencement of employment;
- (b) position title;
- (c) classification and grading;
- (d) commencing salary;

and any other details relating to the above as required by the employee.

39. Termination of Employment

- 39.1 Employment may be terminated only by 10 working days notice given either by the employee or the employer at any time during the week or by payment or forfeiture of 10 days salary as the case may be.
- 39.2 Nothing in this clause shall prevent the summary dismissal of an employee for misconduct.

40. Redundancy

- 40.1 An employee who is made redundant arising from economic reasons, or merger, takeover or reconstruction, shall receive, in addition to all other payments due to that employee:-
 - (a) 4 weeks notice or 4 weeks pay in lieu of notice; and
 - (b) severance payment on the basis of three weeks pay for each completed year of service, with a maximum of 26 weeks severance pay.
- 40.2 Time Off for Job Interviews

Royal Blind Society of New South Wales will allow up to 16 hours for employees, once notified of redundancy, to attend job interviews; provided that this period does not exceed 4 hours on each occasion and that reasonable notice is given to the employee's supervisor and proof of attendance at such interviews is provided.

41. Grievance and Dispute Settling Procedures

- 41.1 In the event of a dispute arising out of disciplinary action or from any 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;
 - (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 employee;
 - (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(s), who will confer and attempt to reach settlement;
 - (d) in the event of failure to resolve the dispute by means of amicable agreement between the parties, any party to the agreement may notify the matter to the Industrial Registrar pursuant to the Industrial Relations Act, 1991.
- 41.2 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 clause shall be taken to limit the employer's right to summarily dismiss any employee for misconduct which justifies instant dismissal.

42. Training and Development

- 42.1 The employer is committed to a program of training and skill development to assist staff to perform to at least a satisfactory level and, where possible, to assist staff a pursue a career path or improve their opportunities for career advancement. The training and development program will be designed to meet the needs of staff at all levels and classifications and to ensure that there is equity of access of all staff, including part-time staff, to training and development opportunities.
- 42.2 The employer's commitment to training and development includes a commitment to providing adequate resources, people, equipment, time and money to ensure the effectiveness of the training and development program.

43. Occupational Health and Safety

The employer places the utmost importance on the occupational health, safety and welfare of all persons employed. Resources commensurate with importance attached to occupational health and safety will be made available to ensure that the workplace is safe and without risk to health in compliance with all relevant Acts and Regulations.

44. Superannuation

The employer will comply with the provisions of all relevant Acts and Regulations in regard to superannuation. Required contributions on behalf of all eligible employees will be paid to employer-approved complying superannuation funds.

45. Labour Flexibility

- 45.1 An employer may direct an employee to carry out such duties as are within the limits of the employee's skill, competence and training. Such duties may include work which is incidental or peripheral to the employee's main tasks provided that such duties are not designed to promote de-skilling.
- 45.2 An employer may direct an employee to carry out duties and use such equipment as may be required provided that the employee has been properly trained or has otherwise acquired the necessary skills in the use of such equipment. Any such direction issued by the employer shall be consistent with the employer's responsibility to provide a safe and healthy working environment for employees and the employer's duty of care.

46. Childcare

- 46.1 The parties are committed to investigate the provision of work-based childcare by Royal Blind Society for its employees. To this end a joint union/management Working Party will commence immediately to perform a thorough investigation of the feasibility of providing childcare facilities. All information gathered during this process will be shared between the parties.
- 46.2 It is anticipated that this investigation will be completed within six (6) months, at which time the Working Party shall prepare a report on its findings to the unions and Royal Blind Society. The parties shall then commence negotiations on the options identified by the Working Party, and any proposed process or time-frame for the provision of the work-based childcare.

PART F - DECLARATION

The parties to this agreement declare that it:

- (a) is not contrary to the public interest;
- (b) is not unfair, harsh or unconscionable;
- (c) was not entered into under duress;
- (d) is in the interests of the parties.

This agreement is made at ENFIELD on the NINETEENTH day of OCTOBER 1994.


Signed for and on behalf of
Royal Blind Society of New South Wales
in the presence of:

Walter Dewhurst

[Signature]

Signed for and on behalf of
Federated Clerks Union of Australia
(NSW Branch) in the presence of:

[Signature]

[Signature]


Signed for and on behalf of
Australian Social Welfare Union (NSW Branch)
in the presence of:

[Signature]

[Signature]

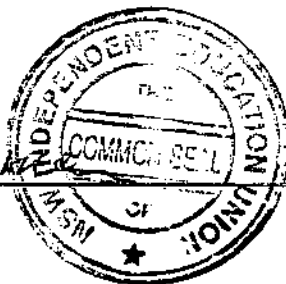
Signed for and on behalf of
Public Service Association of NSW
in the presence of:

[Signature] (GENERAL SECRETARY)

[Signature]

Signed for and on behalf of
New South Wales Independent Education Union
in the presence of:

[Signature]

[Signature]



Signed for and on behalf of
NSW Journalists Association
in the presence of:

[Signature]

[Signature]

Signed for and on behalf of
Liquor Hospitality and Miscellaneous Workers
Union of Australia (~~Miscellaneous Workers~~
~~Division~~) (NSW Branch) in the presence of:

[Signature]

[Signature]


Signed for and on behalf of
Transport Workers Union of Australia
(NSW Branch) in the presence of:

R. E. Martin J.P.

Gene Hutchinson



APPENDIX "A"

OFFICES OF ROYAL BLIND SOCIETY

Head Office

4 Mitchell Street
Enfield
PO Box 176
BURWOOD NSW 2134
Ph: 334 3333

Northern Region

63 Laman Street
NEWCASTLE NSW 2300
Ph: (049) 265398

Suite 2, 2 Brisbane Street
PO Box 1712
TAMWORTH NSW 2340
Ph: (067) 66 9685

23 Gordon Street
PO Box 1401
COFFS HARBOUR NSW 2450
Ph: (066) 51 1863

24 Havelock Street
MAYFIELD NSW 2304
Ph: (049) 60 2422

Shops 1 & 2
134 Erina Road
PO Box 176
GOSFORD NSW 2250
Ph: (043) 253 686

4A Rous Shopping Centre
PO Box 4049
GOONELLABAH NSW 2480
Ph: (066) 252 347

10 Bathurst Road
ORANGE NSW 2800
Ph: (063) 62 6633

Southern Region

57 Kembla Street
WOLLONGONG NSW 2500
Ph: (042) 181 W'GONG EAST 2520

Lewisham House
Forrest Centre
Lewisham Avenue
WAGGA NSW 2650
Ph: (069) 25 2399

Red Cross House
Cnr. Hyndmarsh Drive & Palmer Street
GARRAN ACT 2605
Ph: (06) 295 3333

Shop 8, Air Raid Centre
Mirrabooka Avenue
MORUYA NSW 2537
Ph: (044) 743 005

APPENDIX "B"

LISTING OF CLASSIFICATIONS

Analyst/Programmer
Audio Technician
Braille Teacher
Braillist
Community Collections Officer
Cleaner
Clerk
Co-ordinator
Communications Teacher
Community Relations Officer
Computer Transcriber
Donor Liaison Officer
Driver
Dubbing Operator
Duplication Operator
Early Intervention Advisor
Employment Development Officer
Estates Officer
Fundraising Committee's Liaison Officer
Gardener
Librarian
Library Technician
Living Skills Educator
Occupational Therapist
Orthoptist
PC & Network Support Officer
Physiotherapist
Producer
Project Officer
Promotions Officer
Proofreader
Psychologist
Public Speaker
Readers Adviser
Recreation Officer
Rehabilitation Counsellor
Remastering Operator
Secretary
Section Manager
Security Officer/Driver
Service Information Officer
Social Worker
Software Support Analyst
Supervisor
Systems Administrator
Technical Support Officer
Technology Resource Officer
Technology Development Officer
Technology Teacher