

ENTERPRISE AGREEMENT

NO: E.A. 297 /1995

DATE REGISTERED: 22-8-95

PRICE: \$ 20.00

TRANSPORT WORKERS' UNION OF AUSTRALIA

(NEW SOUTH WALES BRANCH)

CLERICAL STAFF ENTERPRISE AGREEMENT

INDEX

1. TITLE
2. PARTIES BOUND
3. APPLICATION & INCIDENCE OF AGREEMENT
4. HOURS OF EMPLOYMENT
5. WAGES
6. DURATION OF AGREEMENT
7. SICK LEAVE
8. FAMILY LEAVE
9. MATERNITY LEAVE, PATERNITY LEAVE & ADOPTION LEAVE
10. ANNUAL LEAVE LOADING
11. INDIVIDUAL GRIEVANCE PROCEDURE
12. NO EXTRA CLAIMS
13. REDUNDANCY
14. LONG SERVICE LEAVE
15. SUPERANNUATION
16. DURESS
17. SUPERSESSION/PARENT AWARD.

TRANSPORT WORKERS' UNION OF AUSTRALIA

(NEW SOUTH WALES BRANCH)

CLERICAL STAFF ENTERPRISE AGREEMENT

1. TITLE

The Agreement shall be referred to as the Transport Workers' Union of Australia, (New South Wales Branch) Clerical Staff Enterprise Agreement 1994.

2. PARTIES BOUND

This Agreement shall be binding upon :

- (a) The Transport Workers' Union of Australia, New South Wales Branch, (hereinafter referred to as "the Employer") *and its employees situated at :*

<i>Sydney</i>	<i>:</i>	<i>388-390 Sussex Street</i>
<i>Parramatta</i>	<i>:</i>	<i>31 Cowper Street</i>
<i>Wollongong</i>	<i>:</i>	<i>1 Rawson Street</i>
<i>Newcastle</i>	<i>:</i>	<i>96 Tudor Street</i>

- (b) The Federated Clerks Union of Australia, New South Wales Branch.

3. APPLICATION AND INCIDENT OF AGREEMENT

- (a) This Agreement applies to persons employed in a clerical capacity.
- (b) The general terms and conditions of employment of persons covered by the Agreement shall be those prescribed by the Clerks' (State) Award.

4. HOURS OF EMPLOYMENT

The ordinary hours of working, exclusive of meal hours, shall not exceed thirty-five (35) per week and shall be worked between the hours of 7.30 a.m. and 6.00 p.m. Monday to Friday.

5. WAGES

The minimum rates of wages per week for adult employees shall be the rate of wage as set out hereunder for the relevant grade :-

	Per Week \$
Grade 5	370.50
Grade 4	391.40
Grade 3	401.40
Grade 2	410.20
Grade 1	428.00

The minimum rates of wages will have a 6% increase for all employees payable in two (2) instalments.

The rates of pay contained in this agreement take effect from the date of registration. Employees covered by this agreement at the date of registration will be paid 3% increase from 1 September 1994, or the date of employment, whichever is the later, and a further 3% increase from 1 March 1995, or the date of employment, whichever is the later.

Juniors at 17 years to 20 years will receive in addition to the minimum rate of pay, as prescribed by the Clerks (State) Award, an increase of 6% payable by two (2) instalments, i.e. 3% from 1st September 1994, or the date of employment, whichever is the later, and a further 3% increase from 1 March 1995, or the date of employment, whichever is the later.

6. DURATION OF THE AGREEMENT

This agreement shall take effect from the date of registration and shall operate from the first pay period after that date. It shall remain in force for a period of one (1) year.

7. SICK LEAVE

Employees shall be entitled to two (2) weeks' sick leave in each year of service on full pay, subject to satisfactory evidence to the employer if required after three (3) consecutive days' leave.

Satisfactory evidence shall include either a Doctor's Certificate or a Statutory Declaration.

Untaken sick leave shall be fully cumulative.

Upon termination of employment a bonus equivalent to the value of accumulated sick leave shall be paid to the employee.

8. FAMILY LEAVE

- (i) For the purpose of this clause :
- (a) Family means the employee's husband, wife, father, mother, brother, sister, child, step-child, grandparents or parents-in-law. For the purposes of this clause the words "wife" and "husband" shall include de-facto wife or husband and the words "father" and "mother" shall include foster father or mother and step-father or mother.
 - (b) "Pressing domestic necessity" means a reason at the discretion of the employer.
- (ii) a part time or full time employee shall be entitled to be paid family leave in respect of any absence on account of illness, or injury to a member of their family or a pressing domestic necessity subject to the following conditions and limitations :
- (a) The period of paid family leave provided to an employee shall not exceed in any year of service three (3) days.
 - (b) An employee shall not be entitled to be paid family leave unless he or she notifies their Supervisor prior to their rostered commencement time on the first day of family leave, of the nature of the family leave and of the estimated duration of the absence; provided that paid family leave shall be available if the employee took all reasonable steps to notify their Supervisor or was unable to take such steps.
 - (c) Other than in respect of the first one day's absence in respect of family leave in any year an employee shall, upon request, provide a medical certificate addressed to the employer, or if the employer requires, a statutory declaration setting out the reason for family leave. Notwithstanding the foregoing the employer may require other evidence for the family leave.
 - (d) The family leave entitlement of a part-time employee shall be in the proportion which the number of hours of work that an employee in a week bears to the number of hours which a full time employee is normally required to work.
 - (d) Leave is reserved to the Union to apply for any more advantageous provisions that may be granted by the New South Wales Industrial Commission in respect to this clause.

**9. MATERNITY LEAVE, PATERNITY LEAVE
AND ADOPTION LEAVE**

See New South Wales Industrial Relations Act 1991, as amended.

10. ANNUAL LEAVE LOADING

Annual Leave loading will be payable at the rate per week of twenty-five percent (25%) of the appropriate ordinary weekly time rate.

11. INDUSTRIAL DISPUTE AND INDIVIDUAL GRIEVANCES PROCEDURE

(i) Industrial Disputes

In the event of a question, dispute or difficulty arising at a branch:

- (a) The matter shall first be raised with the Branch Supervisor and agreement sought.
- (b) If the dispute is not resolved at this level, the matter may be discussed between the Union delegate and the Branch Manager.
- (c) Should the dispute remain unresolved, the matter may be referred to an official of the Union, who shall discuss it with senior management.
- (d) In the event of no agreement being reached at this stage, the dispute will be referred to the Industrial Relations Commission of New South Wales.
- (e) Reasonable time limits will be allowed for discussion at each level of authority.
- (f) While the procedure is being followed, normal work will continue.

(ii) Individual Grievances

- (a) The employee is required to notify (in writing or otherwise) the employer as to the substance of the grievance, request a meeting with the employer for bilateral discussions and state the remedy sought.
- (b) A grievance must initially be dealt with as close to its source as possible, with graduated steps for further discussion and resolution at higher levels of authority.
- (c) Reasonable time limits must be allowed for discussion at each level of authority.
- (d) At the conclusion of the discussion, the employer must provide a response to the employee's grievance, if the matter has not been resolved, including

reasons for not implementing any proposed remedy.

- (e) While a procedure is being followed, normal work must continue.
- (f) The employee may be represented by the Union.

12. NO EXTRA CLAIMS

It is a term of this agreement that the Union (FCU) undertakes not to pursue unilaterally any extra claims, award or over award, except when consistent with the principles of the State Wage Cases.

13. REDUNDANCY

- (a) In the circumstances where due to new work practices, new technology or economic downturn it becomes necessary to reduce the number of clerical employees the following shall apply :
 - (i) Volunteers shall be called from all members of the NSW Branch clerical staff. This shall occur not less than (2) weeks prior to the date of intended termination.
 - (ii) Failing there being sufficient volunteers the last on first off principle shall apply.
 - (iii) In all the above circumstances it shall be open to employees to appeal all decisions through the FCU on site Delegate in the first instance.
- (b) Upon termination due to redundancy the following payments shall apply :
 - (i) Two (2) weeks' pay in lieu of notice.
 - (ii) Three (3) weeks' pay for each completed year of service. A maximum payment of fifty-two (52) weeks shall apply.
 - (iii) Bonus payment equivalent to the value of any untaken sick leave.
 - (iv) All annual leave to be paid and 25% annual leave loading to be paid on both pro rata and accrued components.
- (c) Employees under notice of termination due to redundancy shall be entitled to :
 - (i) Sufficient time off on full pay to attend job interviews subject to the employer being provided satisfactory evidence that the employee has

attended such interviews.

Notation: Such time off shall be limited to two (2) days or at the employer's discretion.

- (ii) A Certificate of Service stating length of employment, position held and the nature of the work performed.
- (iii) On request, financial counselling/planning services. Wherever practical these services should be provided by Chifley Financial Services.
- (iv) On request, the employer should arrange appointments with Professional Administrators and Clerical Employment (P.A.C.E.) employment agency for the purpose of providing the following services :
 - (a) A professionally compiled resume.
 - (b) A skills audit and/or training recommendations.
 - (c) Assistance in being placed in a new job.
 - (d) Notwithstanding the provisions of this clause the standard of redundancy payments set out in the 1994 NSW Industrial Relations Commission Employment Protection Test Case shall apply where this provides greater benefit to any individual employee.

14. LONG SERVICE LEAVE

The amount of long service leave to which an employee is entitled to shall be as follows :

- (a) Ten years' service - 13 weeks.
- (b) Each ten years thereafter - 13 weeks in addition.
- (c) On termination of employment after ten years, proportionate leave on the basis of thirteen weeks for each ten years service for which leave has not been taken.
- (d) On termination of employment for any purpose by the employer or employee after five (5) years' service :

A proportionate amount of leave on the basis of thirteen (13) weeks after ten years' service.

In the case of the death of an employee the employer shall pay to the employee's representative that employee's entitlement.

15. SUPERANNUATION

As per the relevant Trust Deeds

16. DURESS

The parties to this agreement agree that agreement has been reached through consultation and consensus and decided upon by secret ballot of the employees present, without duress by any party.

17. SUPERSESSION/PARENT AWARD

In all circumstances where this Agreement is silent the provisions of the Clerks (State) Award shall apply.



SIGNED for and on behalf of the
Transport Workers' Union of Australia
(New South Wales Branch)

Steve Hutchins

Craig Shanahan
Witness

1/9/94
Date



SIGNED for and on behalf of the
Federated Clerks Union of Australia
New South Wales Branch

[Signature]

[Signature]
Witness

14-3-95.
Date

