

**REGISTER OF  
ENTERPRISE AGREEMENTS**

**ENTERPRISE AGREEMENT NO:** EA98/41

**TITLE:** Trading Post Enterprise Agreement 1997

**I.R.C. NO:** 97/7064

**DATE APPROVED/COMMENCEMENT:** 23 December 1997

**TERM:** Expires 23 December 1999

**NEW AGREEMENT OR  
VARIATION:** New. Replaces EA 72/94

**GAZETTAL REFERENCE:**

**DATE TERMINATED:**

**NUMBER OF PAGES:** 26

**COVERAGE/DESCRIPTION OF**

**EMPLOYEES:** Employees classified as Trainees, Clerical Assistant 1, Clerical Officer 2, 3 and 4 and Clerical Administrative Officer 5 at 25 - 27 Cowper Street, Parramatta 2123; 63 B Market Street, Wollongong 2500; Pacific Highway, Swansea 2281; Conway Street, Lismore 2480 or other company locations

**PARTIES:** Appraised Staff Agency Pty Ltd -&- Federated Clerks' Union of Australia, New South Wales Branch

**TRADING POST**  
**ENTERPRISE AGREEMENT 1997**



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**THE TRADING POST  
ENTERPRISE AGREEMENT**



**1. Description**

This agreement dated <sup>10 December</sup> 1997 shall be known as the Trading Post Enterprise Agreement 1997.

**2. Commencement and Term**

- 2.1 This agreement will have effect from the date it is approved by the Industrial Relations Commission of New South Wales (date of approval).
- 2.2 The nominal term of this agreement is 2 years from the date of approval.

**3. Parties**

The parties to this agreement are:

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

**4. 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 conduct its business at the following premises:

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

or at such other location or locations at which the company conducts its business and in which employees in the occupations specified in this agreement are employed from time to time.

**5. Classification Structure**

- 5.1 The company encourages the acquisition of relevant skills by its employees. However, 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 employee's qualifications or skills, as such.

5.2 The parties 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.

5.3 The occupations to which this agreement applies are clerks, telephone operators and tele-marketers employed by the company at the locations specified in clause 4, 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, and 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 section's 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. They also maintain and record petty cash, prepare bank deposits and withdrawals and do banking.

Telephone operators at this level will be required to enter client data using 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 initiative 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 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.

5.4 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, and
  - may have work reviewed on completion.

## 6. Wages

6.1 The minimum wage rates for employees covered by this agreement payable from the beginning of the first pay period to commence on or after the date this agreement is signed for and on behalf of the union are:

Classification	Weekly rate	Part-time hourly rate	Casual hourly rate
Trainee	\$366.68	\$9.65	\$12.54
Clerical Assistant 1	\$399.64	\$10.52	\$13.67
Clerical Officer 2	\$451.20	\$11.87	\$15.44
Clerical Officer 3	\$472.20	\$12.43	\$16.15
Clerical Officer 4	\$492.90	\$12.97	\$16.86
Clerical Administrative Officer 5	\$555.50	\$14.62	\$19.00

6.2 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 12 months after the date specified in 6.1 are:

	Classification	Weekly rate	Part-time hourly rate	Casual hourly rate
(1)	Trainee	\$377.68	\$9.94	\$12.92
(2)	Clerical Assistant 1	\$411.63	\$10.83	\$14.08
(3)	Clerical Officer 2	\$464.74	\$12.23	\$15.90
(4)	Clerical Officer 3	\$486.37	\$12.80	\$16.64
(5)	Clerical Officer 4	\$507.69	\$13.36	\$17.37
(6)	Clerical Administrative Officer 5	\$572.17	\$15.06	\$19.58

6.3 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 5 shall be exempted from the operation of the provisions of this agreement in relation to hours of work (clause 9) and overtime (clause 12). This sub-clause applies provided that the rate for a Clerical Administrative Officer 5 does not fall below the otherwise applicable rate prescribed by the Clerical and Administrative Employees (State) Award, as varied from time to time.

6.4 From time to time, employees may be involved in a variety of aspects of the company's operations, which do not fall within the scope of the definitions contained in clause 5, Classification Structure. Such aspects may include, but are not limited to, duties associated with the commercial, business, promotional and selling activities of the company or any associated or related company provided that:



- (1) employees engaged after the date this agreement comes into effect will be involved in such work only by agreement between the company and the employee, and
- (2) employees who are covered by this agreement and who are employed at the date it comes into effect will 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 to the contrary.

## **7. Terms of Engagement**

- 7.1 All employees shall be employed as weekly, part-time or casual employees.
- 7.2 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.

## **8. Casual and Part-Time Employees**

### **8.1 Casual Employee**

- (1) A casual employee is one who is engaged and paid as such.
- (2) The spread of ordinary hours of work of a casual employee is the same as those worked by weekly employees.
- (3) The rate of pay of a casual employee 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).
- (4) A casual employee is entitled to a minimum payment of 4 hours work at the appropriate rate for each shift worked.

### **8.2 Part-Time Employee**

- (1) A part-time employee is an 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.
- (2) 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.
- (3) The spread of ordinary hours of work of part-time employees, not including meal times, is the same as those for weekly employees.
- (4) The provisions of this agreement relating to annual leave, annual leave loading, sick leave, jury service, bereavement leave, parental leave and holidays apply to part-time employees on a pro rata basis for each employee in proportion to the normal ordinary hours worked by weekly employees.

- 8.3 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.



## 9. Hours

### 9.1 Weekly Employees

- (1) Subject to sub-clause 9.1(4), the ordinary hours of work, exclusive of meal hours, must not exceed an average of 38 per week.
- (2) Ordinary hours of work will be worked:
  - (a) between 6.00am and 6.00pm Monday to Friday Inclusive and between 6.00am and 12.00 noon on a Saturday, and
  - (b) in one of the following ways:
    - (i) on 19 days over a 4 week cycle (in which case, the ordinary hours of work shall not exceed 8 hours per day, Monday to Friday inclusive, between 6.00am and 6.00pm); or
    - (ii) on 10 days over a 2 week cycle (in which case, 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 6.00am and 6.00pm); or
    - (iii) on 5 days in any week (in which case, the ordinary hours of work shall be worked between 6.00am and 6.00pm 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); or
    - (iv) on 5½ days in any week (in which case, the ordinary hours of work shall not exceed 6 hours and 48 minutes per day Monday to Friday inclusive and 4 hours on Saturday).
- (3) 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. Accumulated days may be taken at any time agreed between the company and the employee and must be taken within 6 months of accrual.
- (4) Notwithstanding any other provision of this agreement, the ordinary hours of a weekly employee may be worked up to 10 hours on any day. If ordinary working hours are to exceed 8 on any day but not more than 10, the arrangement must be subject to agreement between the company and the majority of employees concerned.
- (5) If a majority of employees covered by this agreement do not wish to work their ordinary hours over a 5½ day week, the company must not do so unless not doing so would be reasonably likely to result in a:
  - (a) detriment to the public interest;

- (b) loss in the value of goods handled or to be handled;
  - (c) reduced efficiency of production, or
  - (d) reduced efficiency of the necessary services.
- (6) 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 clause 34.2.
- (7) It is a condition of allowing a 19 day/4 week cycle, a 10 day/2 week cycle or a 5 day 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.
- (8) Once starting times have been fixed they must 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 may have the union delegate present when such matters are discussed.

## 9.2 Part-Time Employees

The spread of ordinary hours of work, not including meal times, is the same as for weekly employees but not, in any case, less than 12 hours per week. .

## 9.3 Casual Employees

The spread of ordinary hours of work is the same as for weekly employees.

## 10. Shift Work

### 10.1 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 6.00pm and at or before 11.00pm, 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 11.00pm and at or before 5.00am or finishing after 11.00pm and at or before 6.00am;
- (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 start between 5.00am and 6.00am except where such a shift is part of a shift system and preceding an afternoon shift finishing at 11.00pm;

- (6) "7-day shift worker" means an employee rostered to work regularly on Sundays and public holidays.



#### 10.2 Hours, shift allowances, special rates, meal interval

- (1) An employee may be employed upon shifts. In this case the ordinary hours must 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 will average 38 hours per week over the shift cycle.

- (2) The times of beginning and ending the shift of any employee can be varied by agreement between the company and the employee or if at least 1 week's notice is given by the company to the employee.
- (3) A shift worker employed on shift shall for work done during the ordinary hours of the shift be paid ordinary rates prescribed by clause 6:

i.e. wages plus

- afternoon shift - at the rate of 17% of the employee's ordinary rate of pay
- 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 will be paid another day's pay, 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 will 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 11.00pm and midnight on a Sunday or holiday, the ordinary time worked before midnight will not entitle the shift worker to the Sunday or holiday rate.
- (7) A shift worker must have a 20 minute meal break before 5 hours have been worked. The meal break counts as time worked.



### 10.3 Overtime

- (1) All overtime worked shall be paid time and one half for the first 2 hours and double time thereafter. In computing overtime, each day will stand alone.
- (2) A shift worker required to work overtime in excess of 1 hour on any shift shall be paid meal money of \$8.00. If overtime exceeds 5 hours on any shift a further meal allowance of the same amount shall be paid.

### 10.4 Work on a rostered day off

- (1) An employee required to work on a rostered day off will be paid at the rate of time and one half for the first 2 hours and double time thereafter except that all time worked on a Sunday will be paid at the rate of double time and all time worked on a public holiday will be paid at the rate of double time and one half.
- (2) Where work is performed on a Sunday or a holiday, a minimum of 4 hours pay must be paid.

### 10.5 Special rates not cumulative

The penalties herein prescribed are in substitution for and not cumulative upon the shift allowances prescribed in sub-clause 10.2 of this clause.

### 10.6 Casual and part-time shift workers

Casual and part-time shift workers will receive the appropriate allowance prescribed in paragraph 3 of sub-clause 10.2.

### 10.7 Restrictions on shift work

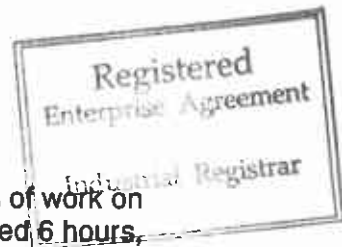
- (1) No employee under 18 years of age can be employed on shift work.
- (2) Employees can not be employed on the night shift, unless they agree to do so.
- (3) Employees under 21 years of age can not be employed on the night shift. The only exception is employees not younger than 19 years of age who are working on a training programme.

### 10.8 Transport for employees

The company must make satisfactory transport arrangements for employees finishing the afternoon shift and for employees beginning the night shift.

## 11. Meal and Rest Breaks

- 11.1 Employees whose ordinary working hours fall between 6.00am and 6.00pm will be allowed a meal break of not less than 30 minutes or more than 1 hour between the hours of 11am and 2.30pm.
- 11.2 An employee can not be required to work more than 5 hours without a break for a meal except in the following two circumstances where up to 6 hours may be worked without a break:



- (1) where employees are working a 5 day week and the ordinary hours of work on 4 of the days do not exceed 8 and on the other day they do not exceed 6 hours,
- (2) where a casual employee or a part-time employee is engaged to work no more than 6 hours in any one day.

11.3 The company and employee can agree to change the commencing time of the lunch break.

11.4 Employees working at the company's Cowper Street premises:

- (1) for more than 5 hours a day, are entitled to 2 paid breaks of 15 minutes each; or
- (2) up to and including 5 hours a day, are entitled to 1 paid break of 15 minutes.

Breaks will be taken at a time or times convenient to the company. If the location at which employees work changes from Cowper Street, their break or breaks will be reduced from 15 minutes to 10 minutes in duration to be taken at a time or times convenient to the company.

## 12. Overtime and Meal Allowance

12.1 All time worked outside ordinary hours of work prescribed by clause 9 is overtime and will be paid for at the rate of time and one-half for the first 2 hours and double time thereafter. For work after 12 noon on a Saturday the rate is double time.

12.2 (1) 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, but not more than 4 days in any calendar month; or
- 8 days in any 2 consecutive calendar months.

(2) Overtime will be paid if the worker has to work more than 9 hours in any 1 day (between 6.00am and 6.00pm) or more than 38 hours in any week;

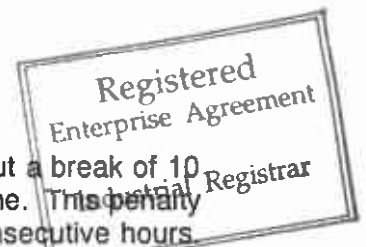
(3) Provided further than such 9 hours shall be worked between 6.00am and 6.00pm Monday to Friday inclusive.

12.3 In computing overtime:

- any portion of an hour of less than 30 minutes will be paid as 30 minutes; and
- any portion in excess of 30 minutes will be paid as 1 hour.

12.4 (1) After overtime is worked employees should have at least 10 consecutive hours off duty if it is practical to arrange it.

(2) If that 10 hour gap is not possible then the employee is to take 10 consecutive hours off duty without loss of pay for the missed hours during ordinary working time.



(3) If it is necessary for the employee to resume working without a break of 10 consecutive hours then the employee is to be paid double time. This penalty rate will apply until the employee is given a break of 10 consecutive hours. When that break is taken the employee is to be given ordinary pay for the duration of the shift.

12.5 (1) An employee working overtime is to be paid a meal allowance in any of the following circumstances:

- when required to work after 6.00pm - \$8.00;
- if overtime continues after 10.00pm - another \$8.00.

(2) If the union agrees the company may supply its employees with a suitable meal instead of a meal allowance.

12.6 This clause shall apply to casual employees and in such cases overtime shall be calculated on the casual rate of pay specified in sub-clause 8.1.

### 13. Time Off in Lieu of Overtime

13.1 Where an employee has worked overtime during Monday-Friday only the employee may have time off in lieu of payment providing:

- (1) the employee requests this and the company agrees; and
- (2) no more than 20 hours in a 4 week period can be taken in lieu of payment.

### 14. Sundays and Holidays

14.1 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 sub-clause 14.2 and any other day gazetted as a public holiday for the State are holidays for the purposes of this agreement.

14.2 In addition to the holidays specified above, 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.

14.3 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 34, Grievances and Disputes Procedure.

14.4 No deductions shall be made from the wages of weekly or part-time employees for any of the holidays referred to in sub-clauses 14.1 and 14.2.

14.5 For work done on any of the holidays above is paid at, double time and one-half with a minimum payment for 4 hours work.

14.6 Work done on a Sunday is paid at double ordinary time with a minimum payment for 4 hours work.

- 14.7 If an employee is absent from the company's employment on the working day immediately before or the working day immediately after a public holiday and does not have a reasonable excuse or the consent of the company the employee shall not be entitled to payment for such holiday.

## 15. Payment of Wages

- 15.1 Wages are to be paid weekly or fortnightly. Before its introduction the company is to discuss the implementation of fortnightly pay with its employees.
- 15.2 Overtime is to be paid within 1 week from the pay day succeeding the day or days on which overtime becomes due. If wages are paid fortnightly, overtime is to be paid within a fortnight from the payday succeeding the day or days on which such overtime became due.
- 15.3 On termination of employment an employee is to be paid all moneys due. This money is to be paid during the employee's working hours on the day of termination. It can be collected in person by the employee on the next working day after termination or sent that day by registered mail or posted by 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.
- 15.4 If an employee has to wait beyond the employee's ordinary ceasing time for payment of wages or termination payments and such waiting time is more than 15 minutes, the employee shall be paid at ordinary rates for the full period during which the employee is required to wait. Unless the wait is caused by reasons out of the company's control.
- 15.5 Wages are to be paid in cash, by cheque or electronic funds transfer.

## 16. Annual Leave

- 16.1 Employees other than 7 day shift workers, see *Annual Holidays Act, 1944*.
- 16.2 Seven day shift workers (as defined in sub-clause 10.1) have an additional 1 week's leave. 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.
- 16.3 A casual employee may let the company know, by filling in the appropriate form or forms, that the employee is unavailable to be rostered on for work for a period of 4 weeks in any period of 12 consecutive months. For periods in excess of 4 weeks, this is subject to agreement between the employee and company in line with current practice. If a casual employee fills in the appropriate form or forms the company will take all reasonably practicable steps to ensure that, when the employee is available to be rostered on for work, immediately following the period of unavailability, the employee is offered the same days and hours of work as were offered immediately before the period of unavailability.

## 17. Annual Leave Loading

- 17.1 The company will pay the employee an additional loading determined in accordance with this clause before paid annual holiday leave is taken unless the leave is in advance. This applies if the leave is taken in more than one block.
- 17.2 The loading is 17½% per week 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. "Ordinary weekly time rate of pay" does not include any amount prescribed for weekend loadings, or any other allowances, penalties, shift allowances, overtime or any other payments prescribed by this agreement.
- 17.3 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.
- 17.4 Where, in accordance with the *Annual Holidays 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 to an annual holiday and who is given and takes such a holiday shall be paid the loading;
  - (2) an employee who is not entitled 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 *Annual Holidays 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.
- 17.5 If employment is terminated for reasons other than misconduct and there is an amount of annual holiday leave accrued that leave attracts a holiday leave loading.
- 17.6 If a shift worker earns less on holiday (including leave loading) than in normal working hours the larger amount is paid (do not include the normal pay time worked on a public holiday in calculations).

## 18. Long Service Leave

See *Long Service Leave Act*, 1955.

## 19. Sick Leave

- 19.1 Weekly employees are entitled to 1 week's sick leave in the first year of service and 8 days per year thereafter. This applies if:
- the employee produces satisfactory evidence of illness (e.g. a medical certificate or statutory declaration - a statutory declaration is sufficient as evidence of illness for only the first 2 days' sick leave in any year; and
  - the employee works more than an 8 hour day, a week is deemed to be 60.8 hours after the first year of service.



- 19.2 Where it is possible the company is to be informed in advance of the need for sick leave, the nature of the illness and how long the absence is likely to be
- 19.3 If advance notice of absence is not given then a medical certificate for the absence is necessary or there will be no payment for the first 8 hours of the absence.
- 19.4 The payment for any absence on sick leave 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 will be made.
- 19.5 An employee shall not be entitled to sick leave on full pay for any period in which the employee is entitled to workers' compensation. However, the company will pay to an employee who has sick leave entitlements, the difference between the amount received as workers' compensation and full pay. If the company pays such difference, the employee's sick leave shall be proportionately reduced for each week the difference is paid.
- 19.6 sick leave entitlements accrue for 12 years.
- 19.7 Part-time employees are entitled to a proportionate amount of sick leave. The ratio of part-time sick leave to full time sick leave is the same as the ratio of part-time work to full time work.
- 19.8 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 and accumulated sick leave entitlement.
- 19.9 If a public or special holiday occurs during an employee's absence on sick leave the holiday is not to be counted as sick leave.

#### **19A. Personal/Carer's Leave**

An employee is entitled to Personal/Carer's leave in accordance with Appendix A.

#### **20. Finishing at Night**

- 20.1 When an employee working overtime finishes work at a time when the usual means of transport are not available, the company will:
- (1) provide transport or pay the employee at the employee's ordinary rate for the time taken to reach home;
  - (2) pay the employee any additional cost incurred in reaching the employee's home by reasonable means of transport.
- 20.2 No employee under 18 years of age is to be required to work beyond 9.00pm except in exceptional circumstances when the company will provide transport to the employee's home.

#### **21. Travelling Expenses**

- 21.1 When an employee on duty is required to go to any place away from the employee's usual place of employment all reasonable expenses actually incurred will be paid.
- 21.2 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).

- 21.3 If an employee is required by the company to use the employee's motor vehicle on a casual or incidental basis, the employee is to be paid 44¢ per kilometre travelled during such use.
- 21.4 If the company provides a motor vehicle to an employee the company will pay the whole of the cost of the upkeep, registration, insurance, maintenance and running expenses for the vehicle.
- 21.5 The company must pay the employee half pay for travelling time in excess of that normally travelled if:
- the employee is required to go somewhere other than the normal workplace; and
  - it is out of hours.

## 22. Higher Duties

If an employee is required to work in a position for at least 1 day which is paid at a higher rate than the employee's usual work the employee is entitled to at least the higher rate of pay.

## 23. Termination of Employment

- 23.1 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.
- 23.2 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.

## 24. Redundancy

24.1 See *Employment Protection Act, 1982*.

24.2 Notwithstanding the provisions of clause 23, 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:

- (1) the company shall pay the employee at the employee's ordinary rate of pay specified for the employee's classification in clause 6, Wages, for a period equal to the difference between 3 months and the period of notice given;
- (2) 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

- (3) provided further that the right of the company summarily to dismiss an employee for the reasons specified in clause 23, 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.

24.3 Where the company proposes to introduce into its business mechanisation or technological changes which will result in one or more employees of the company becoming redundant, 6 months notice is required. If it is not practicable for the company to give such notice, then the company shall give it as soon as possible .

The notice 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.

The notifications must include the number of persons to become redundant

- their occupation, and
- of the approximate date when their employment is likely to terminate.

24.4 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 will 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	7 weeks pay	8.75 weeks pay
3 years and more but less than 4 years	10 weeks pay	12.5 weeks pay
4 years and more	12 weeks pay	15 weeks pay
5 years and more but less than 6 years	14 weeks pay	17.5 weeks pay
6 years and more	16 weeks pay	20 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.

**25. Bereavement Leave**

- 25.1 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.
- 25.2 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.

**26. Accident Pay**

See *Workers Compensation Act, 1987*.

**27. Jury Service**

- 27.1 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.



27.2 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.

## **28. Parental Leave**

28.1 See *Industrial Relations Act, 1996*.

28.2 Casual employees are entitled to parental leave as prescribed by the *Industrial Relations Act 1996 (NSW)* as though they were part-time employees.

28.3 To qualify for parental leave a casual employee must have at least 12 months' service with the company under one or more contracts of employment with the company immediately before going on parental leave.

28.4 While the company cannot guarantee work to a casual employee who is available to be rostered for work following a period of parental leave, the company will take all reasonably practicable steps to ensure that the employee is offered work of a type, on the days and for the hours the employee worked immediately before going on parental leave.

28.5 Where this clause is inconsistent with the provisions of the *Industrial Relations Act 1996 (NSW)* the provisions of this clause prevail to the extent of the inconsistency.

## **29. 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) shall be paid an allowance of \$7.00 per week if the employee is appointed by the company to perform first-aid duty.

## **30. Agreement Display**

A copy of this agreement shall be displayed in a conspicuous place at each of the company's premises referred to in clause 4, Enterprise.

## **31. Notice Board**

The company will permit the union to display notices dealing with legitimate union business on a notice board provided the notices are authorised by an accredited union representative. Any unauthorised notice may be removed.

## **32. Training**

32.1 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 use of relevant skills.

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

- (1) its current and future skill needs;
- (2) the size, structure and nature of its operations, and
- (3) the need to develop vocational skills relevant to the enterprise.

32.3 In developing a training programme the company should:

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

32.4 Any training undertaken at the company's direction will occur during the employee's usual working hours without loss of pay to that employee.

32.5 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 the expenditure. The reimbursement is subject to the presentation of reports of satisfactory progress.

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

### **33. Labour Flexibility**

33.1 For the purpose of increasing productivity and flexibility, as well as enhancing career opportunities for employees, an employee can perform any work in the enterprise within the scope of the employee's skills and competence by agreement.

33.2 Discussions will be held at the workplace to make it more likely that employees can perform a wider range of tasks, demarcation barriers will be removed and employees will participate in additional training.

33.3 Notwithstanding the provisions of sub-clause 32.2, employees shall perform a wider range of duties including work which is incidental or peripheral to their main tasks or functions.

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

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



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

33.7 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.

33.8 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.

33.9 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.

#### **34. Grievances and Disputes Procedure**

##### **34.1 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.

##### **34.2 Disputes Procedure**

- (1) A question, dispute or difficulty regarding employment must initially be dealt with as close to its source as possible.
- (2) Accordingly, any such question, dispute or difficulty will initially be dealt with between a representative of the employees concerned and their direct supervisor.
- (3) If the matter is not resolved at that level, it will be referred to company management and the union for discussion.

- (4) 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.
- (5) 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, 1996*.
- (6) While the above procedure is being followed, normal work must continue.

### **35. Occupational Health and Safety**

35.1 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*.

35.2 As part of its commitment to occupational health and safety, the company encourages all employees not to smoke. Subject to any relevant legislation, employees may smoke in any designated area of the company's premises which is not an enclosed space.

### **36. No Duress**

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

### **37. Superannuation**

37.1 The subject of superannuation is dealt with extensively by federal legislation including the *Superannuation Guarantee (Administration) Act 1992 (Cth)*, the *Superannuation Industry (Supervision) Act 1993 (Cth)*, the *Superannuation Resolution of Complaints Act 1993 (Cth)* and section 124 of the *Industrial Relations Act 1996 (NSW)*. This legislation, as varied from time to time, governs the superannuation rights and obligations of the parties.

37.2 The company will pay superannuation contributions referred to in this clause to the Clerical, Administrative and Related Employees Superannuation Plan.

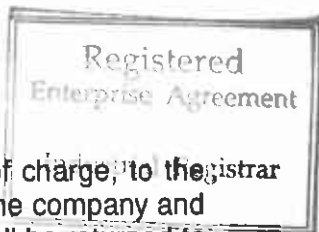
### **38. Preservation of Existing Rates of Pay and Conditions of Employment**

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.

### **39. 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.

**40. Right of Entry**

See sections 297 and 298 of the *Industrial Relations Act, 1996.*

**41. Discussions on New Agreement**

The parties agree to start discussions for a new agreement no later than 3 months before the nominal term of this agreement expires.

Signed for and on behalf of the parties.

Signed for and on behalf  
**APPRAISED STAFF AGENCY PTY  
LIMITED**

)  
)  
)  
)  
)

  
.....  
Witness

**JASON NOAKES**  
.....  
Name of Witness (BLOCK LETTERS)

  
.....  
Authorised Representative

**BRENDAN McALLERY**  
.....  
Name of Authorised Representative  
(BLOCK LETTERS)

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

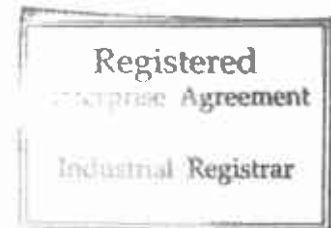
)  
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.....  
Secretary

  
.....  
Signature of Witness

**DENISE MOROSINI**  
.....  
Name of Witness (BLOCK LETTERS)

## APPENDIX A



### PERSONAL/CARER'S LEAVE

#### (i) Use of Sick Leave

- (a) An employee, other than a casual employee, with responsibilities in relation to a class of person set out in (c) (2) who needs the employee's care and support shall be entitled to use, in accordance with this paragraph, any current or accrued sick leave entitlement provided for at clause 19 of this agreement for absences to provide care and support for such persons when they are ill. Such leave may be taken for part of a single day.
- (b) The employee shall, if required, establish by production of a medical certificate or statutory declaration, the illness of the person concerned and that the illness is such as to require care by another person. In normal circumstances, an employee must not take carer's leave under this paragraph where another person has taken leave to care for the same person.
- (c) The entitlement to use sick leave in accordance with this paragraph is subject to:
- (1) the employee being responsible for the care and support of the person concerned; and
  - (2) the person concerned being:
    - (i) a spouse of the employee; or
    - (ii) a de facto spouse who, in relation to a person, is a person of the opposite sex to the first mentioned person who lives with the first mentioned person as the husband or wife of that person on a bona fide domestic basis although not legally married to that person; or
    - (iii) a child or an adult child (including an adopted child, a step child, a foster child or an ex-nuptial child), parent (including a foster parent or legal guardian), grandparent, grandchild or sibling of the employee or spouse or de facto spouse of the employee; or
    - (iv) a same sex partner who lives with the employee as the de facto partner of that employee on a bona fide domestic basis; or
    - (v) a relative of the employee who is a member of the same household, where for the purposes of this paragraph:
      - (a) "relative" means a person related by blood, marriage or affinity;
      - (b) "affinity" means a relationship that one spouse because of marriage has to blood relatives of the other; and
      - (c) "household" means a family group living in the same domestic dwelling.



- (d) An employee shall, wherever practicable, give the company notice prior to the absence of the intention to take leave, the name of the person requiring care and their relationship to the employee, the reasons for taking such leave and the estimated length of absence. If it is not practicable for the employee to give prior notice of absence, the employee shall notify the company by telephone of such absence at the first opportunity on the day of absence.

**(ii) Unpaid Leave for Family Purpose**

An employee may elect, with the consent of the company, to take unpaid leave for the purpose of providing care and support to a member of a class of person set out in (i)(c)(2) above who is ill.

**(iii) Annual Leave**

- (a) An employee may elect with the consent of the company, subject to the *Annual Holidays Act 1944*, to take annual leave not exceeding five days in single day periods or part thereof, in any calendar year at a time or times agreed by the parties.
- (b) Access to annual leave, as prescribed in (iii)(a) above, shall be exclusive of any shutdown period provided for elsewhere under this agreement.
- (c) An employee and the company may agree to defer payment of the annual leave loading in respect of single day absences, until at least five consecutive annual leave days are taken.

**(iv) Time Off in Lieu of Payment for Overtime**

See clause 13.

**(v) Make-up Time**

- (a) An employee may elect, with the consent of the company, to work "make-up time", under which the employee takes time off during ordinary hours, and works those hours at a later time, during the spread of ordinary hours provided in this agreement at the ordinary rate of pay.
- (b) An employee on shift work may elect, with the consent of the company, to work "make-up time" (under which the employee takes time off ordinary hours and works those hours at a later time) at the shift work rate which would have been applicable to the hours taken off.

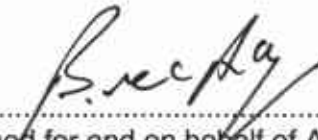
The Industrial Registrar  
Industrial Registry  
50 Phillip Street  
SYDNEY NSW 2000




Dear Sir

**TRADING POST ENTERPRISE AGREEMENT 1997 (EA98/41)**

The parties to the Trading Post Enterprise Agreement 1997 (EA98/41), Appraised Staff Agency Pty Limited and the Federated Clerks Union of Australia, NSW Branch, hereby give notice of their approval of the termination of the Trading Post Enterprise Agreement 1997 (EA98/41) pursuant to s44 of the *Industrial Relations Act* 1996.

  
.....  
Signed for and on behalf of Appraised Staff Agency Pty Limited by its authorised representative Brendan McAllery

  
.....  
Signed for and on behalf of the Federated Clerks Union of Australia, NSW Branch by its secretary Michael Want

Dated: 20 June 2000

Dated: 21 June 2000