

**REGISTER OF
ENTERPRISE AGREEMENTS**

ENTERPRISE AGREEMENT NO: EA98/65

TITLE: Jobsupport Incorporated Vocational Training Officers Enterprise Agreement 1997

I.R.C. NO: 97/6635

DATE APPROVED/COMMENCEMENT: 18 December 1997

TERM: 36 months

**NEW AGREEMENT OR
VARIATION: New. Rplaces EA 303/95**



GAZETTAL REFERENCE:

DATE TERMINATED:

NUMBER OF PAGES: 12

COVERAGE/DESCRIPTION OF

EMPLOYEES: Employees of Jobsupport Incorporated engaged as Vocational Education Placement Officers, Vocational Education & Maintenance Officers, Senior Vocational Training Officers, Community Work Options Vocational Trainers and Community Work Options Senior Vocational Training Officers at 102/1-5 Commercial Road, Kingsgrove, 201/1-5 Commercial Road, Kingsgrove, 78 Hampden Road, Artarmon, 5/115 Main Street, Blacktown

PARTIES: Jobsupport Inc -&- Katrina Alexander, Leesa Alexander, Lilian Baldock, Lisa Ann Ballard, Alan Becken, Joanne Bertie, Kerith Blair, Peter Charlton, Carolyn Coelho, Suzanne Davies, Hamish Derek, Christine Domenger, Hamish Fairbairn, Simon Fountain, Manal Garcia, Leilani Gifford, Nicole Greguric, Annette Hayes, Flordeliza Honorica, Alyson Hore, Carol Hourigan, Paul Hyland, Vanessa Illes, Joy Impiombato, Elizabeth Jones, Karen Jury, Parma Singh, Jenny Kearsley, Marguerite Kennedy, Joanna King, Zorica Kis, Samantha Livingston, Julie Lloyd, Lisa Lofts, Don Mackenzie, Gillian Mackenzie, Maree Magee, Anne Marchment, Alison Melman, Rachael Pearce, Monica Rochow, Nicholle Roe, Jackie Scherer, Annette Simpson, Amy Tasdemir, Glynis Taylor, Don Thomson, Lynette Thurtell, Hazel Vargas and Kirrilly van Waart

Registered
Enterprise Agreement

Industrial Registrar

**JOBSUPPORT INCORPORATED VOCATIONAL
TRAINING OFFICERS
ENTERPRISE AGREEMENT, 1997**

1. INDEX

1. Index
2. Title and Display of Agreement
3. Definitions
4. Intention
5. Date and Period of Operation
6. Parties to the Agreement
7. Relationship with Parent Award
8. Hours of Work and Rest Breaks
9. Overtime
10. Rates of Pay
11. Motor Vehicles
12. Remuneration Benefits
13. Grievance and Dispute Settling Procedure



2. TITLE AND DISPLAY OF AGREEMENT

- 2.1 This agreement shall be known as the Jobsupport Incorporated Vocational Training Officers Enterprise Agreement, 1997.
- 2.2 It shall be fixed and maintained in a conspicuous place in all premises to which the agreement applies so as to be easily read by all employees.

3. DEFINITIONS

For the purpose of this Agreement the following definitions shall be adopted:

"Agreement" shall mean the Jobsupport Incorporated Vocational Training Officers Enterprise Agreement, 1997 to which this document refers.

"Employee" shall mean any person who works under the direction of the employer and receives consideration (payment) in terms of this Agreement.

"Employer" shall mean the body directing the employees in this Agreement being known as Jobsupport Incorporated.

"Enterprise" shall mean the undertaking of Jobsupport Incorporated.

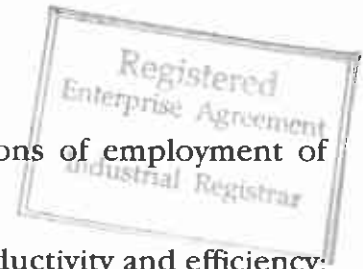
"The Act" shall mean the NSW Industrial Relations Act, 1996.

"Parent Award" shall mean the Social and Community Services Employees (State) Award as at the ratification of this Agreement.

4. INTENTION

4.1 The purpose of this Agreement is to:

- (a) partially regulate the terms and conditions of employment of employees;
- (b) improve organisational effectiveness, productivity and efficiency;
- (c) develop a workforce that is competent, committed and flexible.



4.2 The Agreement has been developed through a voluntary process of consultation with all employees and reflects the ongoing concern of the employer and its employees to ensure the customer receives high quality service.

4.3 This Agreement was not entered into under duress by any party to it.

5. DATE AND PERIOD OF OPERATION

This Agreement shall operate from the date of ratification and shall remain in force for a period of 3 years.

6. PARTIES TO THE AGREEMENT

The terms of this Agreement shall cover the employees of Jobsupport Incorporated engaged as vocational education placement officers, vocational education and maintenance officers, senior vocational training officers, community work options vocational trainers and Community Work Options senior vocational training officers working at:

- 102/1-5 Commercial Rd, Kingsgrove
- 201/1-5 Commercial Rd, Kingsgrove
- 78 Hampden Rd, Artarmon
- 5/115 Main Street, Blacktown

7. RELATIONSHIP WITH PARENT AWARD

This Agreement shall be read in conjunction with the Social and Community Services Employees (State) Award, however where there is any inconsistency this Agreement shall apply.

8. HOURS OF WORK AND REST BREAKS

- 8.1 The ordinary hours of work, exclusive of morning and afternoon tea breaks and meal breaks, shall be no more than 152 hours in any four week period. A 10 minute unpaid break for morning or afternoon tea shall be allowed to employees in an 8 hour working period.
- 8.2 The employer in rostering ordinary hours of work shall take all reasonable steps to accommodate reasonable requests of the employee.
- 8.3 Nothing in this clause will limit the right of the employee to instigate the disputes procedure contained in Clause 34 - Grievance and Disputes Settling Procedure of the Parent Award.

Registered
Enterprise Agreement
Industrial Registrar

9. OVERTIME

- 9.1 Overtime means time worked with the authorisation of the employer beyond the ordinary hours of work specified in this agreement.
- 9.2 Overtime shall be paid at the rate of single time.
- 9.3 Where an employee has performed duty on overtime, the employee will be released from duty for a period not exceeding the period of overtime actually worked provided that an employee may not accumulate more than 38 hours to be taken as leave in lieu of overtime payment. Any hours accrued in excess of 38 with the approval of the employer, are to be paid for at the appropriate overtime prescribed by Clause 9.2 of this Agreement.
- 9.4 However, employees involved in special projects approved by the Director will be paid overtime in accordance with 9.2 above.

10. RATES OF PAY

- 10.1 The rates of pay for employees covered by this Agreement shall be in accordance with Annexure 1.
- 10.2 Employees will receive, in addition to the ordinary rate of pay prescribed in 10.1, an additional amount of 3.25% in lieu of shift and penalty rates.
- 10.3 The rates identified in Annexure 1 are linked to the Community, Employment, Training and Support Services Award, 1991. It is agreed that any wage adjustments to this award in the form of National Wage Case decisions shall be passed on to employees covered by this Agreement.

11. MOTOR VEHICLES

Senior Vocational Training Officers shall be supplied with a company vehicle which shall be used in accordance with the Jobsupport Incorporated Vehicles Policy Guidelines. Provided however, that where taxation legislation changes occur that may impact upon the employer's ability to provide a motor vehicle pursuant to this clause, the employer maintains the right to vary this arrangement.

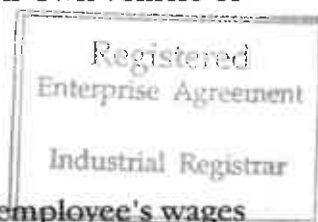
When the abovementioned vehicle is unavailable and an employee is required by their employer to use their own motor vehicle or use public transport in the course of their duty they shall receive a fixed rate per week. This fixed rate is calculated as 141 kilometres per week at Australian Tax office rates for 2 litre vehicles.

For all other employees who are the subject of this Agreement, the same fixed rate will apply where such employees are required to use their own vehicle or use public transport in the course of their duty.

12. REMUNERATION BENEFITS

The employer and an employee may agree to have part of the **employee's wages** paid in the form of fringe benefits under the following conditions:

- (a) no more than 30% of the total entitlement may be paid in the form of benefits (excluding the value of a motor vehicle component);
- (b) any agreement must be reduced to writing and signed by both parties and a copy must be placed on the employee's personnel file;
- (c) the employer may determine the range of benefits which are offered to the employee, subject to any relevant Taxation Office guidelines;
- (d) the employee may determine within the benefits offered by the employer, the mix and level of benefits they elect to receive.
- (e) either the employer or the employee may cancel any agreement at any time by the giving of 4 weeks notice to the other party.
- (f) Change to the taxation legislation and/or Australian Tax Office rulings which validate salary - packaging arrangements, during the term of this agreement, may mean that an employee's salary will revert to PAYE arrangements.



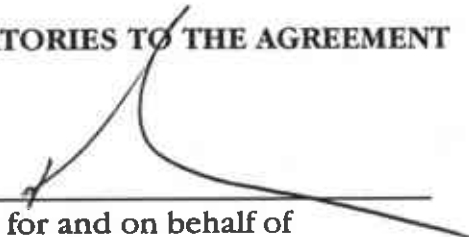
13. GRIEVANCE AND DISPUTE SETTLING PROCEDURE

In the event of a dispute arising out of disciplinary action or from any claim for any other reason, the following procedure will apply:

- (a) The matter shall first be discussed by the aggrieved employee(s) with the immediate supervisor.
- (b) In the event of failure to resolve the dispute the employee if they wish can confer with and involve the accredited Union Representative to confer with the appropriate Supervisor and/or Management representative of the employer.
- (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, who will confer and attempt to reach a settlement.
- (d) In the event of failure to resolve the dispute by means of amicable agreement between the parties, such parties to the award may notify the matter to the Industrial Registrar of New South Wales, pursuant to the provisions of the NSW Industrial Relations Act, 1996.


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.

14. SIGNATORIES TO THE AGREEMENT

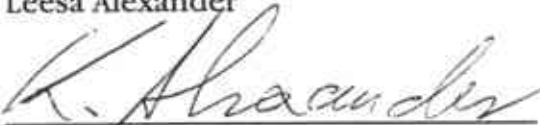

 Signed for and on behalf of
 Jobsupport Inc

Registered
 Enterprise Agreement
 Industrial Registrar
 18/9/1997
 Date

Signed by the employees: 53,


 Leesa Alexander

18/9/97.
 Date


 Katrina Alexander

23.4.97
 Date


 Lilian Baldock

7/10/97
 Date

Ballard
Lisa Ballard

25/9/97
Date

Alan Becken
Alan Becken

23/9/97
Date

Joanne Bertie
Joanne Bertie

18/9/97
Date

Kerith Blair
Kerith Blair

29/09/97
Date

Peter Charlton
Peter Charlton

24/9/97
Date

Registered
Enterprise Agreement
Industrial Registrar

Carolyn Coelho
Carolyn Coelho

30.9.97
Date

* Suzanne Davies
Susan Davies
Suzanne

23/9/97
Date

Christine Domenger
Christine Domenger

25.9.97.
Date

Hamish Fairbairn
Hamish Fairbairn

18-9-97
Date

Simon Fountain
Simon Fountain

23.9.97.
Date

Manal Garcia
Manal Garcia

22.9.97
Date

Larnie Gifford
Larnie Gifford

18.9.97.
Date

Nicole Greguric
Nicole Greguric

15/9/97.
Date

Tracie-Lee Grono
Tracie-Lee Grono

29/9/97.
Date

A. Hayes
Annette Hayes

18/9/97
Date

Flordeliza Honorica
Flordeliza Honorica



20/9/97
Date

Carol Hourigan
Carol Hourigan

23/9/97
Date

Alyson Hore
Alyson Hore

2/10/97.
Date

Paul Hyland
Paul Hyland

26-09-97.
Date

Vanessa Iles
Vanessa Iles

23/9/97
Date

Joy Impiombato
Joy Impiombato

29.9.97
Date

Sandra Jan Wright
Sandra Jan Wright

18-9-97.
Date

Beth Jones
Beth Jones

29-9-97
Date

Karen Jury

18/9/97
Date

Parma Jury

18.9.02
Date

Jenny Kearsley

23/9/97.
Date

M. Kennedy
Marguerite Kennedy

19/9/97
Date

Paula Kennedy

19/9/97
Date



Joanna King

23/9/97
Date

Zorica Kis

23/9/97
Date

Samantha Livingstone

23/9/97
Date

Julie Lloyd

25/9/97
Date

Lisa Lofts

29/9/97
Date

Don Mackenzie

18/9/97
Date

Gillian Mackenzie

2/10/97.
Date

M Magee
Maree Magee

2.10.97.
Date

Ane Marchment
Anne Marchment

18/9/97
Date

Alison Melman
Alison Melman

18-9-97
Date

Rachael Pearce
Rachael Pearce

18-9-97
Date

Nici Roe
Nici Roe

Registered
Enterprise Agreement
Industrial Registrar

18-9-97
Date

Monica Rochow
Monica Rochow

26/9/97
Date

Jackie Scherer
- Jackie Scherer

7/10/97
Date

Annette Simpson
Annette Simpson

23.9.97
Date

Tracey Spence
Tracey Spence

30.9.97
Date

Amy Tasdemir
Amy Tasdemir

18-9-97
Date

Glynis Taylor
Glynis Taylor

1/10/97
Date

Don Thompson
Thompson

26/9/97
Date

Lyn Thurtell
Lyn Thurtell

18-9-97
Date

Hazel Vargas
Hazel Vargas

25/9/97
Date

Kirrilly van Waart
Kirrilly van Waart

19-9-97
Date



ANNEXURE 1

**Annual Rate of Pay
Per Annum**

| | |
|---------|-------|
| Level A | 30051 |
| Level B | 31182 |
| Level C | 32313 |
| Level D | 33444 |
| Level E | 34575 |

