

**AUSTRALIAN INDUSTRIAL RELATIONS COMMISSION**

*Workplace Relations Act 1996*  
s.170LJ Agreement with organisations of employees (Division 2)

**Australian Municipal, Administrative, Clerical and Services Union, Victorian Private  
Sector Branch**

and

**Primary Skills Victoria  
(AG2004/3511)**

**wgnetstart\_docassoc\_PRIMARY SKILLS VICTORIA ENTERPRISE  
AGREEMENT 2003 - 2006**

Clerical industry

DEPUTY PRESIDENT IVES

MELBOURNE, 19 JULY 2004

*Certification of Division 2 agreement with organisation(s) of employees.*

**PREAMBLE**

This is an application pursuant to s170LJ of the Workplace Relations Act 1996 (the Act) for certification of an agreement known as the Primary Skills Victoria Enterprise Agreement 2003 - 2006. The application was heard by me in Melbourne on 19 July 2004.

In the course of the application Ms Sanchez representing the Australian Municipal, Administrative, Clerical and Services Union requested that the Commission exercise its discretion pursuant to s.111(1)(r) of the Act to allow an extension of time for the filing of the application for certification of an agreement which is prescribed under s.170LM(2). I have decided to allow for such an extension of time.

Taking into account the extension of time I have allowed, I am satisfied that the relevant requirements of the Act and the Rules have been met.

**CERTIFICATION OF AGREEMENT**

In accordance with section 170LT of the Workplace Relations Act 1996, the Commission hereby certifies the attached written agreement between Primary Skills Victoria and the Australian Municipal, Administrative, Clerical and Services Union in this matter.

This agreement shall come into force from 19 July 2004 and shall remain in force until 31 December 2006.

BY THE COMMISSION:

DEPUTY PRESIDENT

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### **1 Title of the agreement**

This agreement shall be known as the Primary Skills Victoria Enterprise Agreement 2003 - 2006

### **wgnetstart\_docassoc\_12 Parties to the agreement**

This agreement shall be binding upon the:

- a) Victorian Primary Industries Training Board Inc. ("The Board")
- b) The Australian Services Union

### **3 Staff covered by the agreement**

The agreement shall apply to members and those persons eligible for membership of the Australian Services Union employed by the employer.

### **4 Period of the agreement**

This agreement shall apply on and from the date of certification and its nominal expiry date shall be the 31st of December 2006.

### **5 WORKING HOURS**

#### **5.1 Standard working hours**

Standard working hours shall be 38 hours per week or an allocation based on the time fraction stated in the employment contract

#### **5.2 Standard spread of hours**

Standard spread of hours shall be 8:00am to 6:00pm Monday to Friday with the option for staff to work outside this spread of hours by mutual agreement between staff and management

#### **5.3 Circumstances in which staff may work additional hours**

During busy periods, and to meet urgent deadlines, staff will endeavour to make themselves available to

work additional hours. This will be negotiated between management and staff as required.

#### **5.4 Banking of hours**

Hours worked between thirty-nine (39) and forty-five (45) hours per week inclusive shall be banked at the rate of one (1) hour for every hour worked

Hours worked beyond forty-five (45) hours per week shall be banked at the rate of time-and-half for the first two (2) hours, and double time thereafter.

Note: Hours worked beyond forty-five (45) hours per week must first be authorised by management.

#### **5.5 Banking of hours worked on weekends and public holidays**

Where management requires staff to work on weekends or public holidays in addition to standard hours, these hours are to be banked at the rate of time-and-a-half on Saturdays and double time on Sundays and public holidays

Note Where a staff member chooses to work on week-ends or public holidays (as part of the standard working week), these hours shall be banked on a one-for-one basis

#### **5.6 Banking of hours to cover compulsory Christmas/New Year close-down**

Staff may bank hours up to the equivalent of seven days over a calendar year to cover working days in the 2 week period incorporating Christmas Day and New Year's Day, as an alternative to taking compulsory annual leave. Actual days taken over this period shall be by mutual agreement between staff and management.

#### **5.7 Status of accrued hours upon terminations**

Accrued hours will be paid out at the rate of one-for-one in the event of termination of employment.

#### **5.8 Administration of banking of hours**

Administration and monitoring of banked hours will be undertaken jointly by staff and management

#### **5.9 Time off in lieu**

Banked hours may be taken as time off in lieu at times and in amounts (number of hours) as determined by mutual agreement between staff and management.

Staff have the option to have hours worked in excess of forty-five (45) hours per week paid out instead of taken as time off in lieu, once such hours have been authorised by management. (Refer to Clause 5.4).

### **6 TRAVEL**

#### **6.1 Status of travel time**

Travel time for work is to be included as working time, with the option for variation by mutual agreement between staff and management

#### **6.2 Work-related travel costs**

Vehicle costs will be reimbursed by the Board at the official RACV rate per kilometre dependent upon the size and age of the car, and any other work related travel costs (including car hire/petrol, fares, meals

and accommodation) will be paid by the Board.

Alternative arrangements to cover work-related travel costs may be made by mutual agreement between staff and management.

## **7 REDUNDANCY**

### **7.1 Notice period**

The notice period shall be as per the Award:

Period of continuous service	Period of Notice
Less than 1 year	2 week
1 year but less than 3 years	2 weeks
3 years but less than 5 years	3 weeks
5 years & over	4 weeks

Employees aged over 45 years shall receive an extra 2 weeks' notice

### **7.2 Outplacement**

Staff are entitled to outplacement and/or re-training services to a maximum value of \$2,500:00 per employee, to be undertaken at times which are suitable to both staff and management

### **7.3 Time off to seek alternative employment**

Staff are entitled to time off during the notice period to seek alternative employment at times which are suitable to both staff and management. If agreement can't be reached the dispute resolution process shall be enacted.

### **7.4 Sick leave**

Staff are entitled to be paid out for half of their accrued sick-leave.

### **7.5 Severance pay**

Staff are entitled to four weeks' severance pay for each year of service (or part thereof) to a maximum of 40 weeks.

### **7.6 Long service leave**

Staff are entitled to be paid out for long service leave pro-rata from day one (1) of employment.

### **7.7 Voluntary redundancy**

Voluntary redundancy shall be the first option, with management reserving the right to select successful applicant(s) where the number of applicant(s) exceeds the number of redundancies offered.

Volunteers from the section or skill group affected by the redundancies will be called for. If redundancy requirements are not met through voluntary retrenchment (subject to the above), employees will be selected on the grounds of retaining those with skills that are more appropriate to the on-going needs of the Board. There will be consideration of the potential for re-training those who wish to remain in substitution for those who wish to take up the option of voluntary redundancy, subject to operational

requirements.

## **8 PERFORMANCE & SALARY REVIEW**

### **8.1 Procedure for Performance & Salary Review**

Reviews will be conducted annually for each staff member on a mutually agreed date. The review will consist of an initial interview between the Executive Officer and the staff member. At the request of either party, the interview will be followed by a meeting between the staff member, the staff member's nominee, the Executive Officer and a nominee of the Board's Executive.

The review will be based on the performance criteria agreed to between each staff member and the Board. Performance criteria may be reviewed and/or varied by mutual agreement between the staff member and the Board. (A document listing agreed performance criteria is attached to this agreement).

Following each performance appraisal, the Executive Officer shall prepare a report for the Board's Executive. The Executive shall determine the quantum of any salary increase payable to staff and may consider any recommendations submitted by the Executive Officer on this matter.

### **8.2 Salary increases**

Staff will receive a 3% salary increase on the 1st of November 2004 followed by a further 3% increase on the anniversary of this date for the year 2005 and again on that date in 2006 giving a total 9% increase in salary over the term of this agreement, subject to the performance of duties contained in their position descriptions.

### **8.3 Bonus payments**

Subject to the availability of funds, bonus payments to staff may be made on an annual basis at the sole discretion of the Board's Executive.

## **9 SUPERANNUATION**

The Board's contribution to staff superannuation will be at the minimum required by legislation.

Staff have the option to increase their contribution to superannuation by means of a "salary sacrifice" arrangement.

## **10 LEAVE**

### **10.1 Sick leave**

Staff are entitled to ten days paid sick leave per calendar year, on a cumulative basis.

### **10.2 Parental leave / Family Leave**

Refer to Section 29 and 30 of the Clerical and Administrative Employees (VIC) Award 1999

### **10.3 Long service leave**

Staff are entitled to thirteen weeks after ten years of service, and six and a half weeks for every five years' service thereafter.

Pro-rata long service leave is payable after 5 years' service

### **10.4 Annual leave**

Refer to appropriate Clause of the Award

#### **10.5 Annual leave loading**

Annual leave loading is not payable under this agreement.

#### **10.6 Public Holidays**

Staff are entitled to the day off without loss of pay on public holidays on which they are not required to work.

The holidays prescribed in the Public Holidays Act 1992 will apply and any amendments to the day or days on which public holidays are to be observed will apply. These usually include: New Year's Day, Australia Day, Labour Day, Good Friday, Easter Monday, Anzac Day, Queen's Birthday, Melbourne Cup Day, Christmas Day and Boxing Day.

### **11 OCCUPATIONAL HEALTH AND SAFETY (OH&S)**

This clause is not intended to affect the operation of any law of the State to the extent the law is capable of operating concurrently with this agreement.

In the event of any changes to the OH&S Act 1985 resulting in a reduction in its impact or effect, the Board will implement the Act as it stands at 1 July 1996. The Board agrees to implement all Australian Standards relevant to design installation and maintenance of plant and guard all dangerous parts of plant and workplace.

The Board agrees to implement the National Standards for Control Workplace Substances 1994 (as endorsed by the National Occupational Health and Safety Commission).

The Primary Skills Victoria Health and Safety representative shall be entitled to receive up to five days' training, the nature and timing of which shall be determined by mutual agreement between the staff member and the Board. Attendance by the representative at further training programs will also be determined by negotiation.

### **12 INTRODUCTION OF CHANGE**

#### **12.1 The Board's responsibility to notify staff**

Where an employer has made a definite decision to introduce major changes in production, program, organisation, structure or technology that are likely to have significant effect on employees, the employer shall, in the first instance, convene a meeting of the Staff/Management Consultative Committee to outline the proposed changes prior to notifying the employee(s) who may be affected.

"Significant effects" include termination of employment, major changes in composition, operation or size of the employer's workforce or in the skills required; elimination or diminution of job opportunities, promotion opportunities or job tenure ; the alteration of hours of work ; the need for re-training or transfer of employees to other work or locations and the restructuring of jobs. Provided that where the award makes provision for alteration of any matters referred to herein an alteration shall be deemed not to have significant effect.

#### **12.2 The Board's responsibility to discuss change**

12.2.1 Within the forum of the Staff/Management Consultative Committee, the Board shall discuss with the employees affected the introduction of the changes referred to under 12.1 above, the effects the

changes are likely to have on employees, measures to avert or mitigate the adverse effects of such changes on employees and shall give prompt consideration to matters raised by the employees in relation to the changes.

12.2.2 The discussions shall commence as early as practicable after a definite decision has been made by the Board to make the changes referred to under 12.1 above.

12.2.3 For the purposes of such discussion, the Board shall provide in writing to employee(s) concerned all relevant information about the changes, including the nature of the changes proposed: the expected effects of the changes on employees and any matters likely to affect employees provided that the Board shall not be required to disclose confidential information - the disclosure of which would be contrary to the employers' interests.

### **13 DISPUTE RESOLUTION**

13.1 In the event of staff and management failing to reach an agreement on any of the areas covered by this Agreement, the matter will, in the first instance, be discussed by the staff member with his or her supervisor.

13.2 If not settled, then the matter shall then be referred to the Primary Skills Victoria Staff/Management Committee, which will comprise the following members ;

- \* The Executive Director
- \* A representative of the Board, nominated by the Chairperson
- \* Two staff representatives

13.3 If not settled, the matter shall be further discussed between the employee, and if requested, the appropriate official of the Union and the appropriate representative of the employer.

13.4 If the procedures outlined above have been exhausted without resolution of the matter, the parties shall, in the next five working days, review their respective positions individually and/or jointly.

13.5 By agreement between the parties, the matter may be referred to a Disputes Committee that shall be chaired by a mutually acceptable independent person.

13.6 If the matter is still not settled it may be submitted to the Industrial Relations Commission for resolution.

13.7 Where the above procedures are being followed work shall continue normally. No party shall be prejudiced as to final settlement by the continuance of work in accordance with this Clause.

13.8 This Clause shall not apply to any dispute as to bona fide safety issue.

### **14 RELATIONSHIP TO AWARD**

This Agreement shall be read wholly in conjunction with the Clerical & Administrative Employees (Victorian) Award 1995. Provided that where there is any inconsistency between this Agreement and the Award, this Agreement shall take precedence to the extent of any inconsistency.

This Agreement incorporates into the contract of employment of the employees covered by this Agreement each of the terms of the Award at 30 June 1998 as appropriate. Provided that where there is any inconsistency between this Agreement and the Award, the terms of this Agreement shall prevail to the extent of any inconsistency.

Greg Hallihan  
Executive Officer  
Primary Skills Victoria

Ingrid Stitt  
Branch Secretary  
Australian Services Union Victoria  
Private Sector Branch