

AUSTRALIAN INDUSTRIAL RELATIONS COMMISSION

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

Australian Municipal, Administrative, Clerical and Services Union

and

Victorian Canine Association Inc
(AG2005/3997)

**VICTORIAN CANINE ASSOCIATION/ASU INC ENTERPRISE AGREEMENT 2005
- 2007**

Entertainment and broadcasting industry

COMMISSIONER TOLLEY

MELBOURNE, 30 MAY 2005

CERTIFICATION OF AGREEMENT

In accordance with section 170LT of the Workplace Relations Act 1996, the Commission hereby certifies the attached written agreement.

This agreement shall come into force from 30 May 2005 and shall remain in force until 31 December 2007.

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ENTERPRISE BARGAINING AGREEMENT

VICTORIAN CANINE ASSOCIATION

01-01-2005 to 31-12-2007

PROCEDURAL CLAUSES

CLAUSE 1 APPLICATION

1.1 This Agreement shall apply to all non-managerial, clerical, administrative and ground work and maintenance staff employed by the Victorian Canine Association, located at 655 Westernport Highway, Skye, and any and all successor or new sites which may be set up during the life of this Agreement.

CLAUSE 2 TITLE

2.1 This Agreement shall be known as the Victorian Canine Association/ASU Inc Enterprise Agreement 2005 - 2007.

CLAUSE 3 ARRANGEMENT

3.1 The agreement is made up of the following clauses and attachments.

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CLAUSE 4 RELATION TO PARENT AWARD AND OTHER AGREEMENTS

4.1 This Agreement shall be read wholly in conjunction with the terms of the Clerical and Administrative Employees (Victorian Award 1995 and the Sportsground Maintenance and Venue Presentation (Vic) Award 1995, (the Awards) as they existed on 30 June 1998, and the Victorian Canine Association Inc and Australian Services Union Enterprise Agreement 2001 (the 2001 Agreement), are expressly imported into this Agreement and are enforceable under the terms of this Agreement.

Provided that where there is any inconsistency between this Agreement and the Awards or the 2001 Agreement, this agreement shall prevail to the extent of any

inconsistency.

4.2 Existing award and over award payments and conditions of employment shall continue to apply as if they were a term of this Agreement except where the expressly stipulated terms of this Agreement provide otherwise.

4.3 An employee commencing their employment with the employer after the date on which this Agreement comes into effect shall be employed in accordance with the term of this Agreement. Further, the parties agree that no employee, including apprentices or trainees, shall be employed other than under the terms of this Agreement.

CLAUSE 5 PARTIES BOUND

5.1 This Agreement is made pursuant to s170J of the Workplace Relations Act 1996. The parties to this Agreement are:

(a) Victorian Canine Association Inc ("the Association");

(b) The Australian Services Union, its officers, officials and members ("the ASU").

5.2 Whilst positions at levels above the classification structure referred to above do not have their position reflected in the classification structure of this Agreement, it is recognised that this Agreement sets out the minimum terms of their employment conditions.

CLAUSE 6 DATE AND PERIOD OF OPERATION

6.1 This Agreement shall operate from 1 January 2005 and shall remain in force until 31 December 2007.

6.2 The parties agree that negotiations for a new Agreement shall commence no later than three months prior to the expiry date of this Agreement.

6.3 This agreement shall continue in force until replaced by the new Agreement. It is the intention of the parties to have the new Agreement certified by the Australian Industrial Relations Commission.

CLAUSE 7 AIMS OF AGREEMENT

7.1 All parties of this Agreement, as stakeholders in the business and its future, are committed to the Agreement meeting the benchmarks of:

(a) Establishing a fair and consistent set of working arrangements and conditions for the employees; and

(b) Positioning the Association to be a competitive and cost effective company in the market place.

CLAUSE 8 COLLECTIVE BARGAINING

8.1 The Victorian Canine Association Inc is committed during the life of this Agreement and in its renegotiations to negotiate collectively with the union party to this Agreement and in respect of all its employees who are eligible to be members of this union and are covered by this Agreement. Specifically, this excludes the employer from offering and the employees from accepting, Australian Workplace Agreements (AWA's) or any other form of individual contract, such as under common law or state legislation.

The Victorian Canine Association Inc also agrees to negotiate and certify subsequent certified agreements with the unions signatory to this agreement, and will not seek to negotiate or certify a non-union agreement.

CLAUSE 9 WORKPLACE FLEXIBILITY

9.1 For the purpose of increasing productivity and flexibility, as well as enhancing career opportunities for employees, workplace flexibility will extend by agreement to allow employees to perform agreed tasks within the scope of their skills and competence. Agreement has been reached for employees to perform a wider range of tasks and participate in additional training. The following principles apply:

9.1.1 Subject to Occupational Health and Safety standards, employees will perform such work as is lawfully and reasonably required of them by the Association and will accept instructions and direction from the Chief Executive (or his/her delegate).

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

CLAUSE 10 HUMAN RESOURCES AND INDUCTION MANUALS

10.1 The parties to this EBA are committed to the establishment of Human Resources and induction Manuals.

CLAUSE 11 PRESERVING AWARD ENTITLEMENTS

11.1 It is a term of this certified agreement that all terms and conditions of the Clerical and Administrative Employees (Victoria) Award 1995 and the Sportsground Maintenance and Venue Presentation (Vic) Award 1995 in force at 30 June 1998 (hereinafter called the Awards), shall continue to apply to all employees eligible to be members of the Union party of this Agreement. The terms of the Awards listed are thereby imported into this Agreement and are enforceable as part of this Agreement, except where otherwise dealt with by this Agreement.

CLAUSE 12 TERMS OF EMPLOYMENT

12.1 This Agreement sets out all core terms and conditions of employment.

12.2 Subject to this Agreement, an employee's position may either be:

12.2.1 Full-time permanent, that is for an indefinite time for not less than 35 hours per week; or

12.2.2 Permanent part-time, that is for an indefinite time for (on average) between 3.5 and 30 hours per week; or

12.2.3 Casual, that is the employee is employed by the hour for a minimum of 3.5 hours for each engagement; or

12.2.4 Employed for a fixed period.

Part-time Employment

12.3 A part-time employee is entitled to all the terms and conditions of a full-time employee except on a pro-rata basis.

Casual Employment

12.4 Clerical employees employed to carry out casual work shall be paid at the ordinary wage rate with an addition of 25 percent which shall be paid in lieu of sick leave and public holidays. Such employees will also receive an additional 1/12 of their base rate for annual leave payment.

12.5 Groundspersons employed to carry out casual work shall be paid at the ordinary

wage rate with an addition of 20 percent which shall be paid in lieu of sick leave, annual leave and public holidays.

12.6 The loadings in 12.4 and 12.5 will not be payable where overtime rates apply.

CLAUSE 13 HOURS OF WORK

13.1 The hours of work for permanent full-time employees shall be:

13.1.1 VCA Office: Based on a 35 hour week, with ordinary hours of work being from Monday to Friday between the hours of 6.00 am and 6.00 pm.

13.1.2 KCC Park/Showgrounds Dog Centre: Based on a 38 hours week, with the ordinary hours of work being from Monday to Friday between the spread of hours of 6.00 am and 6.00 pm.

13.1.3 It should be noted that office staff are expected to work their 35 hours between 8.30 am and 5.00 pm unless an agreement is reached with the CE to alter such working terms.

13.2 All employees engaged for more than 4 hours shall receive one 10 minute paid tea break in the first 3.5 hours of each shift and one 10 minute paid tea break in the second part of the shift.

13.3 All employees engaged for more than 4 hours in any one day are entitled to one 30 minute unpaid lunch break within the first 4 hour of their shift.

13.4 Hours may be changed by agreement between the parties. The ASU will not unreasonably withhold its agreement.

13.5 Overtime

As per the relevant Award

13.5.1 Meal Allowance

An employee required to work overtime for more than two hours without being notified on the previous day or earlier that they shall be so required to work shall either be supplied with a meal by the Association or paid \$10.00.

13.5.2 Time Off in Lieu of Overtime

An employee may be granted time off in lieu of payment for overtime by agreement between the employee and the Association. Overtime taken as time in lieu is to be taken at the ordinary time rate, that is an hour for each hour worked. Where time in lieu is granted, then it must be taken as soon as practical and shall not be added to annual leave. An employee may agree to take part payment and part time in lieu.

13.5.3 Call Backs

An employee recalled to work after leaving the employers premises is to be paid for a minimum of four hours work at the rate of time and a half for the first two hours and double time after that.

A call back on Sunday or on a Public Holiday shall be paid for a minimum of four hours at the appropriate rates in the Awards.

Except in the case of unforeseen circumstances arising, an employee will not be required to work the full four hours if the job they were recalled to do is performed within a shorter period.

An employee called back to work shall notify the Chief Executive Officer or leave a message for them if contact is not able to be made that a call back has occurred. In these circumstances, the employee shall adhere to custom and practice and exercise their own discretion to determine if attendance at work is required or whether the task can properly wait until normal working hours.

CLAUSE 14 PROBATIONARY PERIOD

14.1 All new employees will be subject to a probation period of three (3) months from the date of the employee's commencement with the Association.

14.2 During such probation period, employees will be advised monthly on progress and performance or at such other time as may be necessary.

14.3 At any time during the probationary period, employment may be terminated by the giving of one week's notice or as otherwise agreed between the parties.

WAGE INCREASES

CLAUSE 15 WAGE INCREASES

15.1 The following pay increases will be afforded to all employees under this Agreement by:

15.1.1 the increasing of the employees' base rate of pay by three & three quarter percent (3.5%) from the first pay period to commence on or after 1 January 2005;

15.1.2 the increasing of the employees' base rate of pay by a further three and a three quarter percent (3.5%) from the first pay period to commence on or after 1 January 2006.

15.1.3 the increasing of the employees' base rate of pay by a further three and a three quarter percent (3.5%) from the first pay period to commence on or after 1 January 2007.

15.2 The wage increases specified in this clause shall be calculated on the current actual rates of pay and shall be paid for all purposes of the Awards and the 2001 Agreement.

INDUSTRIAL COMMITMENTS

CLAUSE 16 ROLE OF THE UNION, FUNCTIONS, ETC

16.1 The Association shall allow full access to its employees during normal working hours to accredited officials of the Union party to this Agreement.

16.2 The Association shall allow workplace Union delegates adequate time and facilities, during normal working hours to attend to Union duties.

CLAUSE 17 UNION MEMBERSHIP AND RIGHT OF ENTRY

17.1 Inspection of Wages Records

17.3.1 The time and wages record shall be open for inspection by a duly accredited official of the Union during the usual office hours at the Association's Office, or other convenient place, provided that only one demand for such inspection shall be made at the same establishment in any one fortnight, and such demand shall not be made unless the Secretary of the Union suspects that a breach of this Agreement has been committed. The written permission of the employee must be provided by the Union prior to such inspection being carried out.

17.2 Trade Union Training Leave

17.2.1 Employees nominated by the Union, other than casual employees, shall be allowed leave without loss of pay to attend Trade Union training courses conducted or sponsored by the Union.

17.2.2 The maximum number of days of training shall be five (5) days. More than one person may partake of such training, insofar as the total number of days does not exceed five (5) in any one calendar year.

17.2.3 Leave not taken under this clause shall not be cumulative from year to year.

17.2.4 An application for leave pursuant to this clause will be made four weeks prior to the date of commencement of the course.

17.2.5 The Association must be able to make adequate staffing arrangements during the period of such leave. In this regard, leave may not be granted by an Association during seasonal peak load periods normally encountered at an establishment. Any disagreement over whether such arrangements can be made shall be referred to the Australian Industrial Relations Commission in accordance with the Disputes Settlement clause in this agreement.

17.2.6 An employee shall have completed a period of 20 months' service with the Association before becoming eligible for leave pursuant to this clause.

17.2.7 At any one time no more than one employee shall be on leave pursuant to this clause unless otherwise agreed.

17.2.8 The Association shall not be liable for any additional cost other than the payment of ordinary time earnings to the employee whilst on leave except for the payment of extra remuneration where relieving arrangements are instituted to cover the absence of employees.

17.2.9 an application for leave pursuant to this clause shall be made in writing by the Union to the Association and shall include the following details:

- the name of the employee seeking leave
- the period of time for which leave is sought (including daily commencing and finishing times)
- the title description and agenda of the course or courses to be attended
- the place or places where the said course or courses will be held
- a copy of the syllabus or curriculum of the course or courses to be attended, if available.

17.2.10 Where an employee attending a course pursuant to this clause is recalled to the employee's place of work by the Association because of reasons unforeseen at the time of granting the said leave all time spent at the course prior to recall shall be reinstated as if such leave was not taken.

17.2.11 Where an employee fails to attend the course or courses for which leave has been granted by the Association, the Union shall notify the Association as soon as possible of the non-attendance and the period thereof. The association shall not be required to make payment for any period of leave granted that is not utilised in the attendance at the course unless the employee can substantiate that the failure to attend the course was due to illness in accordance with the employee's obligations under this Agreement.

17.2.12 Leave taken pursuant to this clause shall be counted as continuous service for all purposes.

17.2.13 Employees granted leave shall, if requested within 14 days of the completion of the course or courses for which leave was granted, provide to the Association a report of the nature of the course or courses attended and the employee's observations thereon.

CLAUSE 18 PREVENTION AND SETTLEMENT OF DISPUTES

18.1 Should a grievance or claim arise between the Association and any employee in respect of the application of this Agreement or any other matter or a dispute arise between the ASU and the Association relating to work covered by this Agreement, the parties shall confer in good faith with a view to resolving the matter by conciliation in accordance with the following procedure.

18.2 The employee(s) concerned will first meet and confer with the immediate supervisor. The employee(s) may appoint another person to act on their behalf including a delegate of their union.

Where the shop steward or delegate is involved they shall be allowed the necessary time during working hours to interview the employee(s) and the supervisor.

18.3 If the matter is not resolved at such a meeting the parties will arrange further discussions involving more senior management as appropriate. The employee may invite a Union Official, or other person to be involved in the discussions. The Association may also invite into the discussions an officer of the employer organisation to which the employer belongs.

The shop steward or delegate shall be allowed at a place designated by the employer a reasonable period of time during working hours to interview the duly accredited Union Officials of the Union to which they belong.

18.4 If the matter remains unresolved, the Association may refer it to a more senior level of management or to a more senior national officer within the employer organisation. The employees may invite a more senior union official to be involved in the discussions. In the event there is no agreement to refer the matter to a more senior level or it is agreed that such a reference would not resolve the matter the parties shall jointly or individually refer the matter to the Australian Industrial Relations Commission for assistance in resolving the matter.

18.5 In order to facilitate the above procedure:

18.5.1 The party with the grievance must notify the other party at the earliest opportunity of the problem.

18.5.2 Throughout all stages of the procedure all relevant facts must be clearly identified and recorded.

18.5.3 Sensible time limits must be allowed for completion of the various stages of discussion. However, the parties must co-operate to ensure that the dispute resolution procedures are carried out as quickly as possible.

18.6 Nothing in the above clause will be construed as over-riding further powers that may be granted to a workplace representative by bodies of legislation, such as the Occupational Health and Safety Act.

18.7 Whilst the above procedures are being followed, work shall continue as it was prior to the dispute. No party shall be prejudiced as to final settlement by the continuance of work in accordance with this clause.

CLAUSE 19 CONSULTATION AND RENEGOTIATION

19.1 The parties to this Agreement are committed to a process of consultation over the life of this Agreement about employment related issues whether arising out of the implementation and monitoring of this Agreement or not. The parties are further committed to consultation over the management and implementation of change in the organisation.

To ensure this is effectively achieved a Consultative Committee, comprising equal numbers of management and staff representatives shall meet on a quarterly basis, or more often if the need arises. Employee representatives shall be elected by a process to be determined by the staff.

It is not the intention of the parties to utilise the Consultative Committee as a forum for industrial negotiations.

WORK ENVIRONMENT

CLAUSE 20 SECURITY OF EMPLOYMENT

20.1 The parties to this Agreement recognise that security of employment is an important issue. Employment security contributes to ensuring an environment in which a quality service is able to be delivered by employees.

It is agreed that such a goal needs a multi-faceted approach which is supported by all parties. This includes support for:

- a high level quality service being delivered by well trained staff
- a working environment in which a trained, competent workforce performs a range of functions and where staff feel comfortable, respected and able to contribute to the highest level of their skill and ability
- a mutual commitment by all parties to achieving continuous improvement in service quality.

20.2 In the event that the Victorian Canine Association, or its shareholders, on-sells or contracts out all or any part of its functions to another party, the adherence to the provisions of this certified Agreement governing the minimum employment conditions for staff would apply as a term of any such transactions.

20.3 In giving this commitment, it is not the current intention of the Association to proceed down the selling or contracting out path. Such a commitment is offered as a reassurance. Should at any time during the life of this Agreement, the Association consider or decide to proceed with any sale, contracting out or restructure of its operations or part of its operations, it shall provide the union with not less than 8 weeks' notice of its intentions, during which time the parties will be able to consider moves to secure employment.

20.4 Nothing in this Agreement shall cause any employee to suffer any disadvantage.

CLAUSE 21 REDUNDANCY

21.1 Definition

"Redundancy" means a situation where an employee ceases to be employed by the Association other than for reasons of misconduct or refusal of duty. "Redundant" has a corresponding meaning.

The Association undertakes that no person shall be made redundant except where the following process and steps have been adhered to and followed:

(a) Process

Where practicable, the Association shall notify relevant employees and (where requested by the employee(s) the Union no less than 8 weeks prior to redundancies occurring unless it is impractical to do so.

The Association shall provide to employees concerned, a statement of the amount of retrenchment payment and other entitlements two weeks prior to them ceasing work.

The Association shall allow reasonable time off with pay to attend prospective interviews subject to production of satisfactory evidence of such interviews.

(b) Steps

Where redundancies are deemed to be necessary, the following procedures shall be adopted:

* The Association shall advise the Union and arrange for discussions to take place.

* Redeployment opportunities will be explored and retraining possibilities investigated.

* The Association shall call for volunteers, with the Association having the right not to accept such volunteers for reasons of operational requirements. The Association shall not unreasonably withhold agreement.

Where non-volunteer redundancies are required the parties will develop a selection criteria based on the Association's operational requirements and fairness.

The employees to be retrenched will be offered free 'outplacement' by a professional company which provides such services.

(c) Formula for Payment and Other Matters

Staff shall be paid out on the following basis:

- 2,000 upfront payment
- 2 weeks' pay for every year of service or part thereof, up to a maximum of 52 weeks
- payment shall be calculated at a full year for any part year worked |
- long service leave entitlements after 6 years
- the weekly amount payable will be calculated on the basis of average earnings, calculated by reference to the last year's earnings
- annual leave loading to be paid on all accrued and pro-rata leave.

A certificate of service and references shall be provided to all redundant staff.

CLAUSE 22 WORKCOVER

22.1 The employer shall be responsible for the payment of accident pay for the prescribed period to an eligible employee. Eligibility for such pay will include journey accidents.

22.2 For the purpose of Clause 22.1:

(a) "Accident pay" means the difference between the weekly payments paid under the

Act at any given time for the week in question and the total weekly payment for a worker which would have been payable under the relevant award and agreement for the employee's normal classification of work for the week in question if they had been performing their normal duties.

(b) The "prescribed period" means the period commencing on the date the eligible employee becomes entitled to weekly payments under the Act and ending 26 weeks after that date or, where the employee has separate periods of incapacity arising out of the same injury, the aggregate of those periods up to 26 weeks.

(c) An "eligible employee" shall be an employee who is receiving weekly payments in accordance with the Act.

(d) The "Act" means the Accident Compensation Act 1985.

(e) "Total weekly payments" means the employee's average weekly earnings calculated in accordance with Clause 3.

(f) Where an employee received accident pay and such pay is payable for incapacity for a part of a week the amount shall be a direct pro-rata.

22.3(a) To calculate average weekly earnings, regard shall be had to the employee's period of employment as follows:

(i) over the period of twelve (12) months prior to the date of injury, in respect of an employee with at least twelve (12) months employment with the employer; or

(ii) over the period of employment prior to the date of injury, in respect of an employee who has been employed by the employer for less than 12 months.

(b) Average weekly earnings shall include payments made in respect of overtime work where overtime work was normally performed by the employee prior to the date of injury, shift loadings including weekend and public holiday rates where the shift work is part of the employees normal work, allowances and any incentive earnings scheme.

(c) Wage increases due after date of injury shall be added to the average weekly earnings as calculated in 3(a) and 3(b) above.

CLAUSE 23 REHABILITATION

23.1 Both parties agree to the provision of mutually acceptable health care and rehabilitation services to restore the person to their fullest potential.

Workers have the choice of their own medical and health care practitioners and rehabilitation providers

CLAUSE 24 SUPERANNUATION

24.1 Employees may elect to join either a fund nominated by the Association or such other fund agreed to by the majority of employees. The choice of which fund the employee shall joint shall be a matter for the employee. The fund chosen by the employee shall be hereinafter referred to as "the Fund11.

24.2(i) The employer shall contribute to the Fund on behalf of each employee no less than the applicable rate for 2005, 2006 & 2007, based on a percentage of ordinary time earnings.

(ii) Ordinary time earnings, for the purposes of this clause shall include over award payments and shift loadings.

24.2 The employer shall provide each employee, upon commencement of employment, membership forms of the Fund, and shall forward the completed membership form to the Fund within 14 days.

24.3(i) An employee may make contributions to the Fund in addition to those made by the employer, in accordance with the Trust Deed of the Fund.

(ii) An employee who wishes to make additional contributions to the Fund, must authorise the employer in writing to pay into the Fund, from the employee's wages a specified amount which must be in whole dollars.

(iii) Upon receipt of such written authorisation from an employee, the employer must commence making payments into the fund on behalf of the employees within 14 days.

(iv) An employee may vary his or her additional contributions by a written authorisation to the employer, and the employer must alter the additional contributions within 14 days of receipt of the authorisation.

There will be no minimum earnings criteria for the purposes of calculations and payments.

CLAUSE 25 SICK LEAVE

25.1 An employee shall be entitled to five (5) days of ordinary working time for the first 12 months of employment, and eight (8) days for each completed 12 month continuous service thereafter, with all unused sick leave being fully cumulative from one year to the next.

25.1.1 Notification

Where possible, the employee must notify the Association within 15 minutes of the normal starting on the day they were scheduled to work.

25.1.2 Medical Certificates

For absences in the following circumstances a medical certificate must be supplied before sick leave will be payable:

- of more than two consecutive days; or
- for two working days separated only by one or more public holidays.

25.1.3 Sick Leave Taken as Special Family Leave

An employee with responsibilities in relation to either members of their immediate family or members of their household who need their care and support shall be entitled to use, in accordance with this clause, any sick leave entitlement which accrues after the date of this order for absences to provide care and support for such persons when they are ill.

The employee shall, if required, establish by production of a medical certificate, the illness of the person concerned.

The entitlement to use sick leave in accordance with this clause is subject to:

- (a) The employee being responsible for the care of the person concerned.
- (b) The person concerned being either
 - a member of the employee's immediate family, or

- a member of the employee's household.

(c) The term immediate family includes:

- a spouse (including a former spouse, a de facto spouse, a former de facto spouse and a same sex partner) of the employee;

- a child or an adult child (including an adopted child, a step child or an ex nuptial child), parent, grandparent, grandchild or sibling or the employee or spouse of the employee.

CLAUSE 26 TRAINING

26.1 A training plan will be developed in relation to paid training leave. Where an employee undertakes such training it shall be conducted as far as practicable in the employees usual working time and the employee shall not lose pay for attendance or extra travel associated with such training.

Where the employee is required to attend training outside of the employee's usual working time the employee shall be paid for such attendance or extra travel time as if the employee had worked.

26.2 Fees, materials or any other reasonable costs associated with the training referred to in sub-clause 27.1 shall be reimbursed by the employer.

WORK ORGANISATION

CLAUSE 27 CONTRACT LABOUR

Contracting Out

27.1 Where the Association has made a definite decision that a function(s) will no longer be undertaken by its employees, the Introduction of Change clause in this Agreement shall apply.

27.2 No function shall be contracted out for harsh, unjust or unreasonable reasons, with such obligation of proof being on the Association.

Agency Employees

27.3 Employees from an employment agency may be utilised to fill vacancies of a temporary nature or to assist with peak workloads. In this case "temporary nature" means where the position is vacant due to the temporary absence of a permanent employee.

27.4 Agency employees shall be paid no less than the terms of this Agreement.

27.5 Agency staff will only be used to replace permanent positions of a long-term nature with the agreement of the Union. Such agreement shall not be unreasonably withheld.

CLAUSE 28 WORKPLACE SUPERVISION AND ELECTRONIC MONITORING

28.1 Unless it is deemed necessary by the parties for security reasons, during the life of this Agreement there shall be no use of electronic monitoring, in any form, of any types or rate of work performed by employees. "Electronic monitoring" includes, but is not limited to, systems monitoring individual quantity and duration of phone calls, 'eavesdropping' devices and video surveillance.

CLAUSE 29 INTRODUCTION OF CHANGE

29.1 Association's Duty to Notify

(a) (i) Where the Association has made a definite decision to introduce major changes in production, program, organisation, structure or technology that are likely to have significant effects on employees the employer shall notify the employees who may be affected by the proposed changes and the Union.

(ii) "Significant effects" include termination of employment; major changes in composition, operation or size of the Association's workforce or in the skill required; the elimination or diminution of job opportunities, promotion opportunities or job tenure; the alteration of hours of work; the need for retraining or transfer of employees to other work or locations; and the restructuring of jobs.

Provided that where this Agreement or the relevant Award of any of the matters referred to herein an alteration shall be deemed not to have significant effect.

29.1 Employer's Duty to Discuss Change

(b) (i) The Association shall discuss with employees affected and the Union (inter alia) the introduction of the changes referred to in paragraph (a) (i) hereof, the effects the changes are likely to have on employees and measures to avert or mitigate the adverse effects of such changes on employees. The Association shall give prompt consideration to matters raised by the employees and/or the union or unions in relation to any proposed changes.

(ii) The discussions are to commence as early as practicable after a definite decision has been made by the Association to make any changes referred to in paragraph (a) (1) hereof.

(iii) For the purpose of such discussion the employer shall provide to the employees concerned and the union or unions all relevant information about the changes including the nature of the changes proposed, the expected effects of the changes on employees and any other matters likely to affect employees provided that the Association shall not be required to disclose confidential information the disclosure of which would be inimical to the Associations interest.

CLAUSE 30 SKILLS BASED CLASSIFICATION/CAREER PATH

30.1 The parties agree that all employees shall have access to a skills based classification structure with progression occurring upon the acquisition and utilisation of new skills, which will be developed by the parties during the life of this Agreement.

CLAUSE 31 BEREAVEMENT LEAVE

31.1 An employee shall upon the death of a wife, husband, father, mother, child, stepchild, mother-in-law, father-in-law, brother or sister, grandparents, grand parents-in-law be entitled on notice to leave up to and including the day of the funeral of such relation and such leave will be without deduction of pay for a period not exceeding the number of hours worked by the employee in three ordinary days work.

Proof of such death shall be furnished by the employee to the satisfaction of the Association.

31.2 Provided however that this clause shall have no operation while the period of entitlement to leave under it coincides with any other period of entitlement to leave or to a part-time employee where the day or days would not come within the contract of employment of such part-time employee.

31.3 For the purposes of this clause the words 'wife' and 'husband' shall not include a wife or husband from whom the employee is separated but shall include a person who lives with the employee as a de facto wife or husband or same sex partner.

CLAUSE 32 LONG SERVICE LEAVE

32.1 Long Service Leave shall be granted subject to 60 days notice being given by the employee and approval granted by the Chief Executive (or his/her delegate).

32.2 The employee is entitled to 13 weeks paid long service leave after 15 years continuous service. A pro-rate entitlement will apply after 10 years continuous service. This is in accordance with legislative provision of the Long Service Leave Act 1992 (Victoria)

CLAUSE 33 BLOOD DONORS

33.1 An employee who is absent during ordinary working hours for the purpose of donating blood shall not suffer any deduction of pay up to a maximum of two hours on each occasion and subject to a maximum of four separate absences for the purpose of donating blood each calendar year.

33.2 Provided further that such employee shall arrange for such absence to be on a day suitable to the Association and be as close as possible to the beginning or ending of the employee's normal working hours.

33.3 Proof of the attendance of the employee at a recognised place for the purpose of donating blood and the duration of such attendance, shall first be furnished to the satisfaction of the Association.

33.4 Further the employee shall notify the Association as soon as possible of the time and date upon which the employee is requesting to be absent for the purpose of donating blood.

CLAUSE 34 LEAVE WITHOUT PAY

34.1 Leave without pay cannot be taken as a right. Unpaid leave will only be considered where prior approval of the Chief Executive (or his/her delegate) has been sought.

34.2 An employee who takes leave without pay for more than two (2) weeks will have his/her anniversary date amended accordingly.

CLAUSE 35 NO EXTRA CLAIMS

35.1 The parties undertake that for the life of this Agreement, there shall be no further claims sought, except under this Agreement.

CLAUSE 36 BANK FEE ALLOWANCE

36.1 A Bank Fee Allowance of \$52 will be paid in December 2005, 2006 & 2007.

CLAUSE 37 PROFESSIONAL SKILL DEVELOPMENT

37.1 Paid training leave will be granted following application by an employee to undertake professional skill development dependent on the employee demonstrating that the course of study is related to his/her present duties or to probable future duties. Where an employee undertakes such training it shall be conducted as far as practicable in the employee's usual working time and the employee shall not lose pay for attendance or extra travel associated with such training.

37.2 Grading Review

The parties agree that all employees covered by this Agreement shall have access to a skill based classification structure with progression occurring either automatically

or upon the acquisition and utilisation of new skills.

The parties further agree to jointly review the current grading structure and associated salary structure within the first three months of the life of this Agreement. The review will encompass the skill descriptors in each grade as outlined in the Awards.

The outcome to the review will be the development of agreed job descriptions, and agreed grading and an agreed wages structure. Employees will then be graded in accordance with the agreed structure.

There shall be no absorption of current or future wages increases, and no employee shall suffer any disadvantage by the outcomes of the review.

CLAUSE 38 TRAVEL ALLOWANCE

38.1 When an employee is required as part of the performance of their work duties to work away from their normal location of employment they shall be entitled to a travel allowance as per the current Taxation Department sliding scale of cents per kilometre travelled from their primary site of employment.

CLAUSE 39 ENDORSEMENT

39.1 The contents and spirit of this Agreement are endorsed and supported by the employees and management of the Victorian Canine Association Inc.

Victorian Canine Association Management
Representative

Name (please print)

Date:

Secretary, Australian Municipal,
Administrative, Clerical and Services
Union

Name (please print)

Date
