

AUSTRALIAN INDUSTRIAL RELATIONS COMMISSION

Workplace Relations Act 1996
s.170LK Agreement with employees (Division 2)

Auscript Pty Limited
(AG2003/6257)

wgnetstart_docassoc_0AUSCRIPT PTY LTD CERTIFIED AGREEMENT
2003

Clerical industry

COMMISSIONER EAMES

MELBOURNE, 22 JULY 2003

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 22 July 2003 and shall remain in force until 22 July 2005.

BY THE COMMISSION:

COMMISSIONER

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PREFACE

The mission of Auscript Pty Ltd is to build excellent client relationships that will ensure long term client satisfaction in the provision of a comprehensive range of speech to text services to a worldwide client-base.

Those who make this agreement recognise that the fulfillment of this mission must occur within a commercial environment, and commit themselves to facilitating the increase in productivity required to fulfil the mission within that commercial context.

1 FORMAL MATTERS

1.1 Title

This agreement shall be known as the Auscdpt Pty Ltd Certified Agreement 2003 ("Agreement").

1.2 Scope and Persons Bound

This Agreement is between

* Auscript Pty Ltd ("the company") and

* Employees of the company engaged in the classifications specified in the Agreement, ("employees") with the advice and support of the Australian Services Union (ASU)

* and shall apply to the company and employees engaged from time to time in all states and territories of Australia.

1.3 Application of Agreement

The Clerical and Administrative Employees (State) Award NSW ("Award") shall be incorporated into this Agreement as Appendix 1. The body of this Agreement shall be read in conjunction with Appendix

inconsistency.

When read in this way, this Agreement replaces all Awards and Industrial Instruments that may otherwise apply.

1.4 Period of Operation

This Agreement shall operate for two (2) years from its date of certification.

1.5 Closed Agreement

While this Agreement is in effect, no extra claims of any kind shall be made by the parties.

2 FORMS OF EMPLOYMENT

Employees may be engaged in any of the following forms:

2.1 Permanent: Employees who are engaged indefinitely as:-

full time (Employees who are engaged to work an average of 38 ordinary hours per week),

or

fixed part time (Employees who are engaged to work for less than an average of 38 ordinary hours per week with fixed hours, and for whom entitlements accrue on a pro rata basis according to the ordinary hours worked),

or

flexible part time (Employees who are engaged to work for fewer than five core working days each week, and who are covered by the provisions of Section 9 below).

2.2 Fixed Term: Employees who are engaged to work for a fixed term or specific project as:

full time (Employees who are engaged to work an average of 38 ordinary hours per week),

or

fixed part time (Employees who are engaged to work for less than an average of 38 ordinary hours per week with fixed hours, and for whom entitlements accrue on a pro rata basis according to the ordinary hours worked).

or

flexible part time (Employees who are engaged to work for fewer than five core working days each week, and who are covered by the provisions of Section 9 below).

Fixed term employees are not entitled to redundancy payments.

- 2.3 Casual: Employees who are offered work on an as needs basis, according to the commercial requirements of the company.

3 PROBATIONARY PERIOD

1. The first three (3) months of employment shall be a probationary period.
2. This period shall be used by employees to find out whether they wish to pursue continued employment with the company and by the company to find out whether employees have the necessary qualities and capabilities to carry out their duties and conduct themselves to the company's standards.
3. The company may terminate the employment of an employee during this period by giving the employee two (2) days notice. This does not limit any other rights of the company to terminate an employee's employment. Employees may also resign with two (2) days notice during this period.
4. During the final month of the probationary period, transcription employees will be assessed to establish their ongoing classification level. This will be completed in accordance with Section 7.
5. Probationary employment forms part of an employee's period of continuous service.

4 RESPONSIBILITIES OF THE PARTIES

1. The ability of the Company to achieve its mission will partly rely upon the company and employees accepting and discharging their obligations and responsibilities to each other and to customers.
2. The company shall:
 - * place priority on employees' safety and welfare;
 - * maintain a trusting, respectful, open and cooperative relationship with employees;
 - * treat internal and external customers and the public in a business like and courteous manner;
 - * encourage teamwork and a high level of employees involvement in the operation of the business;
 - * encourage innovation, initiative and continuous improvement;
 - * treat employees equitably and with concern for their rights and individual needs; and
 - * provide and encourage training and employee development? consistent with the classification structure.
3. Employees shall:
 - * follow lawful and reasonable instructions at all times;
 - * comply with all company policies (whether in this Agreement or not) as varied from time to time;
 - * act in good faith and cooperation at all times in support of the company's goals and objectives;
 - * treat internal and external customers and the public in a business like and courteous manner;
 - * perform quality work in a safe and responsible manner;
 - * work to the full scope of personal competence and training (if applicable) across all work processes;
 - * apply the highest standards of integrity, security and confidentiality to safeguard the interests of the company and its customers and, if required by the company, execute a separate confidentiality agreement;
 - * ensure that personal and business interests do not conflict with responsibilities and duties to the company;
 - * accept responsibility for personal development and seek opportunities to improve personal competence and performance; and
 - * treat other employees equitably and with concern for their rights and individual needs.

4. Employees shall do all work directed by the company that is within their competence and training, even if the work is not part of their ordinary duties.
5. Employees shall perform work at higher levels of the classification structure, under supervision, as part of developing competence for progression to the higher levels if such progression is desired by the employee.
6. Nothing in this Agreement is intended to remove or limit an employee's obligations at common law.

5 EMPLOYEES' SAFETY, HEALTH AND WELFARE

1. The company is committed to the protection of employees, customers, the environment and members of the community. The company shall continuously strive to achieve the highest standards of occupational health and safety in its operations through its policies, systems and practices. The company is responsible for actively managing the occupational health and safety system with the aim of preventing accidents and occupational injuries. Employees agree that working safely is a condition of employment with the company.
2. The company has a 'no smoking' policy. This means that employees, customers and visitors are unable to smoke in any of the company's workplaces. Employees are only authorised to leave the workplace to smoke during designated breaks, in accordance with company policy.
3. As part of the company's preventative management approach, employees agree to participate in medical examinations that may be arranged by the company to ensure that employees return to work from injury or illness in a way that supports their health and well being.
4. An initial OH&S audit will be conducted of all company workplaces within six months of certification, and this shall be reviewed on an annual basis.

6 STRESS IN THE WORKPLACE

1. The parties acknowledge the considerable human and financial costs of occupational stress and agree to work together to reduce the incidence and cost of stress-related illness. The parties share the concern that the rise in incidence may indicate ongoing workplace management issues that require attention.
2. The parties further acknowledge that prevention of work related stress would be a significant contributor to achieving reduction in the incidence of stress related illness and that the effectiveness of the outcomes from measures developed can be further enhanced by cooperative and collaborative efforts between the parties to this Agreement.
3. To this end, the parties are committed to the following during the life of this Agreement:
 - * Improving procedures and organisational matters as they impact on and influence stress compensation claims
 - * Improving the identification, prevention and management of workplace stress
 - * Enhanced participative practices for the prevention and management of workplace conflict
 - * The effective rehabilitation of employees suffering from stress related illness (whether compensable or not)
 - * Identify and address any needs for employee and management training to improve the handling of stress as a workplace issue
 - * Reviewing work patterns with the aim of meeting OH & S standards in relation to repetitive physical work

4. Except as required for commercial purposes and to satisfy the requirements of this Agreement, the

company will not electronically monitor work of individual employees.

7 CLASSIFICATIONS

1. Employees shall be engaged under the following classifications structure:

NOTE: Characters include spaces. Hours include all hours paid whilst employee is tasked with transcription duties.

Audio Transcriber	Grade 1	Assessed average typing speed of 8298 characters or above per hour at 98% accuracy OR competency assessed as equivalent to this output taking into account the quality of audio received.
	Grade 2	Assessed average typing speed of 9220 characters or above per hour at 98% accuracy OR competency assessed as equivalent to this output taking into account the quality of audio received.
	Grade 3	Assessed average typing speed of 10142 characters or above per hour at 98% accuracy OR competency assessed as equivalent to this output taking into account the quality of audio received.
	Grade 4	Assessed average typing speed of 11064 characters or above per hour at 98% accuracy OR competency assessed as equivalent to this output taking into account the quality of audio received.
Monitor	Grade 1	Ability to monitor limited jurisdictions at fixed hearing room locations.
	Grade 2	Ability to monitor limited jurisdictions at fixed hearing room locations and ability to configure and operate basic portable recording equipment
	Grade 3	Ability to monitor all jurisdictions using static and portable [both basic and advanced] where required, both in a fixed hearing room location and non fixed hearing locations
Multiskilled Officer	Grade 1	Assessed average typing speed of 8298 characters or above per hour at 98% accuracy OR competency

assessed as equivalent to this output taking into account the quality of audio received AND ability to perform monitoring duties

OR

Clerical Officer duties AND ability to monitor a number of jurisdictions

Grade 2

Assessed average typing speed of 9220 characters or above per hour at 98% accuracy OR competency assessed as equivalent to this output taking into account the quality of audio received AND ability to monitor a number of jurisdictions

OR

Limited Administrative Officer duties AND ability to monitor a number of jurisdictions

Grade 3

Assessed average typing speed of 10142 characters or above per hour at 98% accuracy OR competency assessed as equivalent to this output taking into account the quality of audio received AND ability to monitor numerous jurisdictions

OR

Advanced Administrative Officer duties AND ability to monitor a number of jurisdictions

Grade 4

Assessed average typing speed of 11064 characters or above per hour at 98% accuracy OR competency assessed as equivalent to this output taking into account the quality of audio received AND ability to monitor all jurisdictions

OR

		Clerical OR Administrative Officer duties AND ability to monitor a number of jurisdictions AND assessed average typing speed of 8298 characters per hour at 98% accuracy.
Administrative Officer	Clerical Officer	Responding to incoming telephone calls including client queries, making telephone calls, drafting standard correspondence, providing cost estimates and taking orders for recording and transcription, updating and modifying computer records, reconciling invoices and preparing statements, receiving payment and entering details, depositing daily takings at bank.
	Administrative Officer	Formulating responses to more complex client queries and drafting correspondence, preparing simple quotations for clients, generating invoice, responsible for reconciling and, documenting takings, and lodging takings at bank, receiving and documenting takings, may be responsible for the work of others and required to coordinate such work.
	Accounts Clerk	Management of accounts receivable and accounts payable, including invoicing, reporting, following up outstanding accounts, despatch of payments to creditors, may be required to work without supervision and applies specialist knowledge in accounts area
	Senior Accounts Clerk	Assists Chief Financial Officer in preparation of financial reports, administer payment process for accounts payable, assists in development of financial and accounting policy within the company, demonstrates substantial knowledge in accounting procedure.
	Production Supervisor	Manages the production processes for recording and transcription, including the efficient and cost-

Office Manager

Grade 1

effective allocation and rostering of resources. Maintains motivation of personnel, and continuously reviews productivity and quality as against Certified Agreement requirements. Liaises with clients and Office Manager / Regional Manager to ensure consistent high level of client service, satisfaction and timeliness. Effectively manages and assesses training needs, and conducts training in accordance with company policies. Performs administrative functions at a high level, assisting Office Manager / Regional Manager with the running of the production centre, including human resource administration, Fostering, responding to more complex client queries and drafting correspondence, preparing simple quotations for clients, generating invoices, documenting and lodging takings at bank, receiving and documenting takings. Performs production duties as required.

Grade 2

Monitors workflows, strategies, procedures and work practices within single or multiple production centres, and coordinates human resource recruitment and Fostering. Assists in production processes as required. Liaises with clients to ensure consistent high level of client service, satisfaction and timeliness. Ensures completeness of invoicing and accounts payable information as required by regional / national accounts personnel. Supports senior management in marketing and sales. Ensures that business decisions and proposals are based on sound commercial principles. Provides guidance, leadership and assistance to one or multiple Production Supervisors / Assistant Office Manager. Supports Regional Manager and other management personnel in the running of the production centre(s) under their control.

1. Classification levels shall be assessed by monitoring performance, productivity and quality prior to the commencement of this Agreement, or on commencement of employment with the company as applicable.
2. This assessment of new employees will be completed within three calendar months of commencement.
3. During the assessment period, new employees will be maintained at the training rate applicable to the base rate of pay for the relevant skill set
4. For Audio Transcribers and multiskilled officers, the method of calculation of average typing speed shall be transparent and open for all employees to review.
5. An employee in any of the multiskilled classifications who is eligible for reduction in classification consequent upon this assessment may, at the discretion of the General Manager / Chief Executive Officer, be offered reclassification to an appropriate monoskilled classification if such reclassification would be advantageous.
6. Employees wishing to apply for a variation in the assessed classification should make reference to the Dispute Settlement Procedure in Section 21.
7. Employees shall progress through the classification structure on the basis of having been assessed as competent to the competency standards of the next level.
8. Employees wishing to improve their classification are encouraged to seek the guidance of their supervisor manager and the Quality Coordinator to put in place a strategy to achieve the necessary improvement in competency standards.

7.2 Assessing Quality

1. All parties agree that the quality of the transcript produced is of paramount importance to the continued success of the company.
2. It is agreed that such quality achievements rely equally upon the recording / monitoring and transcription phases of production.
3. The Company recognises that the quality of the transcript is also reliant on the participants in the hearing and the quality of the audio provided.
4. A national independent Quality Coordinator will be tasked with the appraisal of monitoring and transcription performance to ensure adherence to the company's quality targets as stated within this document. Such appraisal will be undertaken in a transparent and anonymous fashion.

7.3 Assessing Performance

1. It is recognised that all efforts with regard to quality and productivity come to nothing without the highest standards of client service and attention to detail in administrative functions.
2. Performance within these areas will form part of the assessment of classification level.

7.4 Managing Underperformance - All Classifications

1. The overriding principle of the management of any reduction in performance by an individual shall be to extend the greatest possible assistance to the individual to regain their performance status, and to assess personal circumstances with compassion

2. Supervisors are required to address any concerns with an employee's perceived underperformance at the earliest possible stage. Initial concern that an employee may be underperforming should be gauged against the employee's responsibilities, outcomes and performance indicators as contained in this Certified Agreement. It is in the interests of both the company and the employee that any causes for such perceived underperformance be addressed at the earliest possible stage.

3. Initially, underperformance shall be addressed informally between the supervisor and the employee. If performance continues to be below agreed standards, the following procedures are to be followed:

4. Following consultation between the supervisor and the Office Manager, the Office Manager will provide written advice to the employee that

* The required standard of work performance is not being met and in what ways performance is required to improve

* The employee is entitled to submit a written response to this initial advice, which may include a submission regarding voluntary reclassification to a more suitable classification.

* The employee's performance will be monitored and assessed by the Office Manager over the ensuing period, generally 1 month, but extendable at the discretion of the supervisor with regard to personal circumstances

5. The Quality Coordinator will provide advice to both the employee and the Office Manager relating to the quality of work produced by the employee.

6. At the commencement of the assessment period the Office Manager is required to develop with the employee a plan to address the identified areas of performance deficiency. During the assessment period the Office Manager is required to provide feedback as requested, but at a minimum of weekly, to the employee.

7. At the conclusion of the assessment period, the Office Manager will prepare a written report regarding the employee's performance, which is to be submitted to the Regional Manager. The Quality Coordinator will similarly provide a report detailing the quality performance of the employee during the assessment period. A copy of both reports will be provided to the employee, who will be allowed seven days to provide comments to the Regional Manager.

8. If after 1 to 7 above the situation remains unresolved and the Regional Manager considers that the employee has not met the required work standard, the employee will be invited to show cause within 14 days.

9. After this 14 days and taking into account all available written material, the Regional Manager shall determine either that, no further action be taken, or that there will be discussion with the employee regarding an alternative classification.

10. An employee may request that this decision be reviewed by the General Manager or Chief Executive Officer

7.5 Support and Representation applicable to Section 7

1. Staff members are encouraged to seek the support of a peer, a member of the supervisory team, or a representative of the Australian Services Union throughout the procedures outlined above.

2. The General Manager, Quality Coordinator and Chief Executive Officer of the company are available to be contacted by all staff members who seek advice relating to these procedures

8 HOURS OF WORK & SCHEDULING

1. Ordinary hours for non-shiftworkers shall be worked between the hours of 7.30 am and 7.30 pm Monday to Friday and between the hours of 7.30 am and 1.30 pm on Saturday.
2. At the commencement of this Agreement, scheduled starting and finishing times will normally range from 8:30am and 5.30 pm, respectively, on business days, in accordance with current operational needs. These times will vary in accordance with paragraph 4, below.
3. Employees shall be required to work a reasonable amount of overtime.
4. Work schedules are set by the company, primarily based on the needs of courts, tribunals and other customers. Reasonable notice, subject to operational needs, shall be given by the company of changes to schedules and of new schedules.
5. The minimum and maximum numbers of ordinary hours on any day shall be three (3) and ten (10) for Part Time, Flexible Part Time and Casual employees, maximum 10 hours for full time employees, respectively. Exceptions to this may occur due to exceptional client requirements.
6. In the event that a casual employee is brought in for a three-hour day on two occasions within one pay period, the minimum number of employed hours on any one day for that employee shall be increased to three and a half (3.5) hours for the remainder of that pay period.
7. When an employee, working overtime, finishes work at a time when the usual means of transport is unavailable, or in other circumstances designated by Company policy, the company shall provide transport or pay for the additional cost of a reasonable alternative means of transport home, for example, a taxi.

9 FLEXIBLE WORKING ARRANGEMENTS FOR FLEXIBLE PART TIME EMPLOYEES

1. For the purposes of this clause, the following definitions shall apply:

* Accounting Period: The accounting period is two consecutive pay periods

* Banked Time: Banked Time allows an employee to bank an amount of accumulated worked time to take as paid time at a later date. Banked Time can be saved for as long as an employee wishes subject to the rules laid out below. It can be taken in conjunction with any form of leave.

* Core Working Days: Refers to the standard days each fortnight that the employee is usually rostered for ordinary hours of work.

2. Banked Time is to be used to allow for the fluctuating demands of the Company's workload.

3. The employee will be placed on a fixed roster for a certain number of hours per fortnight. These will be referred to as the employee's Core Working Days.

4. Accumulated Banked Time may be used by the Company to request the employee to work hours in addition to their core working days. Alternatively, the employee may use accumulated Banked Time for personal reasons to be absent on a core working day. Request for an employee to work hours in addition to their core working days, or requests by an employee to be absent on a core working day will be at the mutual convenience of the employee and the Company.

5. If workflow demands are high and additional employees are required on any one day, a Supervisor may request an employee to work that day in addition to the employee's core working days. Such

requests will be made by 5:00pm on the preceding working day. Hours worked in addition to the employee's core Working Day will be added to the employee's Banked Time.

6. If workflow demands are low and fewer employees are required to work than are rostered to Core Working Days on that day, a Supervisor may request that the employee not attend work on that day. The Supervisor will make this request by 5:00pm on the preceding working day. The hours not worked will be subtracted from the employee's Banked Time.

7. In the absence of a request being made by 5:00pm the employee can assume that no such request will be forthcoming.

8. During periods of low workloads employees may be asked to undertake work within other areas of the company, for example, assisting with the archiving of tapes and transcript. This work will be varied in type and employees will have the advantage of enhancing and broadening their skills.

9. No employee may accumulate more than 15.2 hours credit of Banked Time per Accounting Period. Hours held in excess of this at the end of each Accounting Period will be paid to the employee as normal time.

10. No employee may accumulate more than 7.6 hours debit of Banked Time per Accounting Period. If greater than 7.6 hours is accumulated, the employee's pay will be reduced to bring the debit back to 7.6 hours.

11. An employee who is sick on a core working day will utilise sick leave in the first instance. If the employee does not have any sick leave, they may utilise any banked time they have accumulated. If the employee has neither sick leave nor banked time, they may access leave without pay.

12. An employee who is unable to attend work on a day that is in addition to their core working days due to illness of themselves or a dependent, will not utilise sick leave or any banked time they have accumulated, but will treat this day as a normal rostered day off.

13. An employee requesting recreation leave will be granted this leave on the basis of their Core Working Days. For example, if an employee's Core Working Days are 4 days per fortnight and they request 2 weeks' recreation leave, they will be paid 4 days recreation leave. An employee may extend their recreation leave by any banked time owed to them.

14. On separation from the company, the employee will be paid out any accumulated banked time owed to them as normal time. Alternatively, if an employee has a banked time debit, their final pay will be reduced in accordance with the debit.

10 ROSTERING OF CASUAL EMPLOYEES

1. Casual employees will be rostered according to the commercial requirements of the company, based upon competency needs and the fair distribution of work.

2. Casual employees will be assumed to be available for assignment every day except those days for which they have informed the rosterer that they are unavailable.

3. Wherever possible Fostering will be completed by assignment, ensuring quality service through continuity of staffing. This will also increase short-term predictability of work volumes for casual employees.

4. Should a staff member be called in for an assignment, and that assignment be terminated ahead of predicted time, the company will use its best endeavours to provide alternative work for the remainder of the predicted time.

11 BREAKS

1. An unpaid meal break of 30 to 60 minutes according to operational requirements, shall be organised between relevant managers and their employees in a way that ensures that operations and customer service are efficiently maintained and that employees take a meal break at an appropriate time.
2. As a rule, no employee shall be required to work more than five hours without a meal break of at least 30 minutes. Exceptions to this may occur due to exceptional client requirements.
3. Paid breaks equating to twenty minutes per day shall be organised between those production employees working in an off ice environment for a minimum of 7 hours on that day and the relevant manager/s in a way that ensures that operations and customer service are efficiently maintained. Those production employees working a five hour day within the off ice environment shall be entitled to a ten-minute break, within the confines of the efficient maintenance of operations and customer service.

12 REMUNERATION

12.1 Ordinary Hourly Rates

1. The hourly rates of pay set out in the table below are inclusive of leave loading and all other allowances except those detailed in 12.2,12.3,12.4,12.5, 12.7, 12,10 and 12.11 and payments that may be specified from time to time in any Award or Industrial Instrument that may otherwise apply.
2. Trainees shall be paid at 95% of the listed rate.
3. A salaried alternative consisting of a loading of 10% above the ordinary rate will be offered to permanent employees within the Accounts Clerk, Senior Accounts Clerk, Supervisor and Office Manager classifications. Recipients of this loading are not eligible for overtime (12.3,12.4), penalty payments or allowances (12.2), but are the beneficiaries of a flexible working scheme detailed below in 12.8.

		Ordinary Hourly Rate		Casual Rate [inclusive of loading of 25% above ordinary hourly rate]		Annual Salary for Recipients of Salaried Alternative [inclusive of loading of 10% above ordinary hourly rate]	
		01/04/2003	01/04/2004	01/04/2003	01/04/2004	01/04/2003	01/04/2004
Audio Transcriber	Grade 1	\$13.81	\$14.36	\$17.26	\$17.95	N/A	N/A
	Grade 2	\$15.35	\$15.96	\$19.18	\$19.95	N/A	N/A
	Grade 3	\$16.88	\$17.56	\$21.09	\$21.93	N/A	N/A
	Grade 4	\$18.42	\$19.16	\$23.02	\$23.94	N/A	N/A
Monitor	Grade 1	\$13.41	\$13.95	\$16.76	\$17.43	N/A	N/A
	Grade 2	\$13.81	\$14.36	\$17.26	\$17.95	N/A	N/A

Multiskilled Officer	Grade 1	\$14.06	\$14.62	\$17.57	\$18.27	N/A	N/A	
	Grade 2	\$15.61	\$16.23	\$19.52	\$20.30	N/A	N/A	
	Grade 3	\$17.17	\$17.86	\$21.46	\$22.32	N/A	N/A	
	Grade 4	\$18.74	\$19.49	\$23.42	\$24.36	N/A	N/A	
Administrative Officer	Clerical Officer	\$13.81	\$14.36	\$17.26	\$17.95	N/A	N/A	
	Administrative Officer	\$15.35	\$15.96	\$19.18	\$19.95	N/A	N/A	
		Ordinary Hourly Rate		Casual Rate [inclusive of loading of 25% above ordinary hourly rate]		Annual Salary for Recipients of Salaried Alternative [inclusive of loading of 10% above ordinary hourly rate]		
		01/04/2003	01/04/2004	01/04/2003	01/04/2004	01/04/2003	01/04/2004	
	Accounts Clerk	\$19.09	\$19.85	N/A		\$41,485	\$43,144.40	
	Senior Accounts Clerk	\$19.90	\$20.70	N/A		\$43,254	\$44,984.16	
	Production Supervisor	\$18.54	\$19.28	\$23.18	\$24.11	\$40,298	\$41,909.92	
	Office Manager	Grade 1	\$17.22	\$17.91	\$21.53	\$22.39	\$37,433	\$38,930.32
		Grade 2	\$20.32	\$21.13	N/A		\$44,172	\$45,938.88

12.2 Allowances

1. An allowance of \$1.40 per hour to a maximum of \$10 per day will be paid to Monitors rostered to off-site assignments requiring the setup, use and dismantling of equipment.

2. An allowance of \$1 per hour will be paid to Grade 1 and 2 Monitoring employees rostered to assignments requiring daily or progressive transcription. This allowance will not be paid if 12.2(1) above applies.

3. Allowances will be paid in recognition of assignments involving work in inhospitable conditions as follows:

* \$20 per day - working in non-fixed structure (eg tent)

* \$30 per night - sleeping in non-fixed structure (eg camping)

4. An allowance equivalent to 5% of ordinary hourly rate will be paid to monitoring or transcription employees below Supervisor / Office Manager level required to perform training duties. This allowance shall be paid for the hours spent performing such duties.

5. An allowance of up to \$1 per hour can be applied to the hourly rate paid to any employee with skills not covered by the competency standards listed in Section 7 above.

6. Except in circumstances in which the rate applicable to duties performed is lower than the employee's ordinary hourly rate, an allowance 5% of ordinary hourly rate will be paid to employees temporarily performing the entirety of the duties of a higher classification where that temporary performance of duties lasts for a period of 10 working days. This clause will not apply where these duties are performed as part of an employee's professional development (Section 7.1 (7)). All such allowances must have the prior approval of Regional Manager and General Manager.

12.3 Full Time Employees

1. Subject to 12.1(3), 12.2 and 12.7, no additional payments shall be made to the rates of pay set out for ordinary hours in 12.2 above.

2. All hours worked in excess of ordinary hours shall be paid for at the rate of 1.5 times the ordinary hourly rate, subject to 12.1 (3).

12.4 Part Time Employees

1. Subject to 12.2 and 12.7, part time employees shall be paid at the all-inclusive ordinary hourly rate set out above for all hours worked up to and including their ordinary fortnightly hours.

2. All hours worked in excess of ordinary fortnightly hours in any week shall be paid at 1.5 times the ordinary hourly rate.

3. This clause does not apply to Flexible Part Time employees as defined in Section 9.

12.5 Casual Employees

1. The all-inclusive hourly rates for casual employees shall be the loaded rate set out above. The loading includes compensation for annual leave, sick leave and public holiday payments.

2. All hours worked in excess of eight (8) on any given day, by casual employees, shall be paid at 1.5 times the ordinary hourly rate set out above.

12.6 Junior Rates

1. The following junior rates shall apply:

* Under 17	-	50%
* At 17	-	60%
* At 18	-	70%
* At 19	-	80%
* At 20	-	90%

12.7 Penalty Payment - Public Holidays

1. Employees who work on public holidays shall receive a payment of 2.5 times the ordinary hourly rate set out above for the time worked on the public holiday

2. The minimum hire for a public holiday will be as reflected in Clause 8 (5).

12.8 Time Off in Lieu of Overtime

1. Employees, except Casual employees, Flexible Part Time employees or those covered by 12.9 below, may elect to have time off in lieu of approved overtime worked within the span of ordinary hours, on an hour-for-hour basis. A maximum of 10 hours may be accrued.
2. Time off accrued in this manner must be taken within 1 month of being accrued.
3. Time off accrued for work performed prior to the commencement of this agreement will be recognised for a period not in excess of two months

12.9 Time Off in Lieu for Recipients of Salaried Alternative

1. Employees in receipt of the percentage loading as a salaried alternative may benefit from the following flexible working arrangements. 5 days off per six months will be granted, on achievement of performance standards agreed between the employee and their manager and approved by the General Manager on commencement of the salaried alternative arrangement.
2. Time off will be subject to operational requirements and the agreement of the manager but will not be unreasonably withheld. Time off will generally not exceed one single consecutive working day.

12.10 Employee Bonus Scheme -General

1. A sum equivalent to two (2) per cent of the company's net profits will be placed into a bonus fund on an annual basis for the period covered by this agreement.
2. This fund shall be divided into equal shares based on the total number of hours worked under this agreement in the preceding year, and paid proportionally to each staff member according to the number of hours they have worked during that period.
3. This fund shall be calculated on an annual basis at the end of the company financial year (30 September), and will be paid by the end of the first quarter of the following financial year (December).

12.11 Employee Bonus Scheme - Service Recognition

1. A sum equivalent to two (2) per cent of the company's net profits will be placed into a bonus fund on an annual basis for the period covered by this agreement.
2. This fund shall be divided between those staff who have been associated with Auscript Pty Limited as an employee for a period of greater than 3 years as per paragraph 3 below.
3. This fund shall be divided into equal shares based on the total number of hours worked by qualifying staff (12.11 (2)) under this agreement in the preceding year, and paid proportionally to qualifying staff members according to the number of hours they have worked during that period.
4. This fund shall be calculated on an annual basis at the end of the company financial year (30 September) , and will be paid by the end of the first quarter of the following financial year (December).

12.12 Reimbursement for Travel Time

1. Where employees are required to travel away from their usual place of work outside the span of hours paid as working hours, they shall be compensated as follows:

Monday to Friday at a rate of \$13.35 per hour
Weekends and Public Holidays at a rate of \$17.50 per hour

2. Payment will not be made unless this travel time exceeds 30 minutes per day.
3. Permanent employees (including Full Time, Part Time and Flexible Part Time) are excluded from the provisions of paragraph 12.12(1) and (2) and will be compensated either by way of paragraph 12.8 or 12.9 as applicable for time spent travelling outside normal working hours.

13 SUPERANNUATION

1. The company shall contribute a percentage of an employee's ordinary pay, equivalent to the percentage prescribed in superannuation legislation from time to time, to the following complying superannuation funds:

- * Westpac (company preferred fund)
- * Colonial First State Investments
- * Commonwealth Financial Services
- * Commonwealth Funds Management

2. The contributions will be made at least quarterly.,

14 PAYMENT OF WAGES

1. Wages shall be paid fortnightly by electronic funds transfer to a bank or building society account nominated by an employee.

15 REASONABLE EXPENSES

15.1 Private Motor Vehicle Travel

1. Private vehicles may only be used to travel on company business if they are comprehensively insured. A km allowance shall be payable by the company, at the rate prescribed by the Income Tax Assessment Act for vehicles in the 1601 to 2000cc: engine capacity range (currently 59 cents per km), provided prior approval to use the vehicle is given by the company.

2. Claims for travel shall be limited to the kilometres travelled to a maximum of the amount recoverable from the client.

15.2 Meal Allowances

1. The company shall pay the following allowance for meals whilst travelling on company business:

- * Breakfast \$14.80 - where travel involves departure before 7am
- * Lunch \$16.95 - where travel involves departure before 1 pm
- * Dinner \$29.25 - where travel involves absence after 7pm

This allowance will be deposited into the bank account of the travelling staff member on the closest Thursday to the date of travel. Wherever possible this will precede or coincide with the travel period. In case of personal hardship, this allowance can be paid in cash to the staff member prior to travel for up to a maximum amount of five days or \$305.

2. These amounts will be reviewed annually.

15.3 Tea Money

1. An amount of \$9.85 will be paid to employees working after 6:30pm and working more than 8 hours in any one day. This amount will not be paid in circumstances where a meal is provided by the company.
2. This amount will be reviewed annually.

16 LEAVE

16.1 Annual Leave

1. Full Time employees are entitled to a recreation leave credit of four weeks per full year worked, calculated pro-rata for part time employees. Recreation leave will be credited pro-rata on a fortnightly basis. Employees may, with approval from the appropriate manager, access accrued recreation leave at anytime after it has been credited, once the probationary period has been completed.
2. All employees are required to take 10 days of accrued leave in the period 20 December to 31 January of each year, subject to company requirements. Any variation from this must have the approval of the Chief Executive Officer or the General Manager.
3. The maximum amount of recreation leave credit that a full-time employee may hold at 31 January each year without prior approval from General Manager / Chief Executive Officer is 10 days.

16.2 Sick/Carer's Leave

1. Employees, except Casual employees, are entitled to five (5) days (year 1) and eight (8) days (subsequent years) of paid sick/carers leave, in circumstances where they cannot attend for duty due to legitimate personal illness or injury, or where they are required to personally care for an ill or injured member of their immediate family [ie. spouse/partner, child, parent or grandparent], subject to the provision of evidence to the satisfaction of the company, if required.
2. Sick/Carer's Leave entitlements accrue pro rata for Part Time and Flexible Part Time employees.
3. Flexible Part Time employees are referred to Section 9 for further discussion of the use of sick leave.
4. No more than 2 consecutive days may be taken without a medical certificate.
5. Any untaken sick/carers leave at the end of each year of service shall be available to an employee for twelve (12) years from the end of each such year. Any medical certificate submitted by an employee must be signed by the doctor and show the date of examination, the dates covered by the certificate, the nature of the illness or injury and the expected duration of the absence.
6. The company may exercise its discretion to grant paid sick/carers leave in addition to the entitlement set out in 16.2(1)
7. Employees shall act in good faith and in cooperation in the operation of this clause. If considered necessary by the company, an employee shall be required to attend a medical examination by a medical practitioner nominated by the company, in respect of an illness or injury. The medical practitioner shall provide a report to the company.
8. The company shall promptly instigate a return to work plan, where appropriate, in conjunction with the employee and based on medical advice, to help the employee safely resume suitable duties. The aim of the plan shall be to return the employee to full employment and normal duties as soon as possible.

16.3 Bereavement Leave

1. A reasonable amount of paid and/or unpaid leave may be provided, at the company's discretion, to employees, except Casual employees, to make arrangements and/or attend the funeral of an immediate family member; ie. spouse/partner, child, parent or grandparent. In considering an appropriate amount of paid and/or unpaid leave, the company shall take into account family commitments, the nature of the relationship and whether any travel is involved. This will normally be 3 days.

16.4 Long Service Leave

1. Long service leave will be accrued and paid in accordance with the Long Service Leave Act 1955 NSW

16.5 Parental Leave

1. Parental leave will be granted and paid in accordance with the Schedule 14 of the Workplace Relations Act 1996.

16.6 Unpaid Leave

1. Leave may be provided without pay subject to the needs of the business and at the discretion of the company.

2. Unpaid leave will not be approved in cases where accrued recreation leave or banked hours is available.

3. Unpaid leave approved by the company shall not break an employee's continuity of service.

4. Entitlements for leave do not accrue during periods of unpaid leave.

16.7 Other Leave

1. Applications for leave for any other reasons, not specified above, shall be considered on their merits. The company may, at its discretion, grant leave for other reasons on a paid and / or unpaid basis.

17 PUBLIC HOLIDAYS

1. The public holidays gazetted in the relevant state or territory are recognised for the purposes of this Agreement.

Employees may be required to work on public holidays.

18 TERMINATION OF EMPLOYMENT

18.1 Resignation

1. All permanent and fixed term employees may terminate their employment by giving two (2) week's notice in writing.

In the absence of such notice, the company shall be entitled to withhold monies equal to the value of the number of days for which proper notice was not given.

18.2 Dismissal

1. The company may terminate the employment of employees by giving a period of notice, or equivalent payment based on the ordinary hourly rate, in lieu, according to the length of continuous service as follows:

Continuous Service	Notice Period
not more than 1 year	1 week
more than 1 year/not more than 3 years	2 weeks
more than 3 years/not more than 5 years	3 weeks
more than 5 years	4 weeks

2. The period of notice is increased by 1 week where the employee is over 45 years old and has completed at least 2 years continuous service with the company.

3. In cases of serious misconduct, of a kind that is inconsistent with employees working out the notice period, the company may dismiss employees without giving notice.

18.3 Abandonment of Employment

1. Where an employee is absent from duty without authorisation for a continuous period of more than three scheduled work days, the employee shall be regarded as having abandoned employment.

19 REDUNDANCY

1. In the event of genuine redundancies, the following entitlements shall apply:

19.1 Redundancy Payments

1. Eligible employees shall receive severance payments, based on the ordinary hourly rate, in accordance with the following scale:

Years of Service	Severance Payments (weeks)	
	Under 45 Years of Age	45 Years of Age or More
Less than 1 year	Nil	Nil
1 year and less than 2 years	4	5
2 years and less than 3 years	7	8.75
3 years and less than 4 years	10	12.5
4 years and less than 5 years	12	15
5 years and less than 6 years	14	17.5
6 years and over	16	20

2. Employees shall also receive payment for the following:

- (i) unused accrued annual leave
- (ii) pro rata unused long service leave after 5 years of continuous service.

19.2 Other Entitlements

1. Employees shall also be entitled to receive the following in redundancy situations:-

* Outplacement services from a provider of the company's choice, including:

- * advice on entitlements
- * independent financial planning guidance
- * assistance to plan lifestyle and career strategies

* assistance with job search techniques and interview skills

* Reasonable paid leave to attend job interviews.

19.3 Notice of Redundancy

1. The notice provision set out in Clause 18.2 of this Agreement shall apply.

20 ONGOING OBLIGATIONS AFTER CESSATION OF EMPLOYMENT

1. Employees shall continue to observe their responsibilities to the company and its clients after the cessation of their employment with the company, either by resignation, termination or redundancy.

2. These ongoing responsibilities include:

* Maintaining the highest standards of confidentiality with regard to company information, and confidential information relating to the clients of the company

* Maintaining a high level of professional integrity with regard to the company, and not to say or do anything in relation to the company that is adverse or prejudicial

* Undertaking not to interfere with the relationship between Auscript and its customers, employees or suppliers

21 DISPUTE SETTLEMENT PROCEDURE

1. Auscript Pty Limited and its employees are committed to working cooperatively to resolve any disagreements over matters covered by this Certified Agreement.

2. Managers and employees will:

* Promptly address disagreements as they arise in accordance with the procedures set out below.

* Discuss those disagreements in an open and constructive way

* Seek to resolve those disagreements wherever possible at a local level

3. Where a disagreement exists, work will continue without disruption whilst the procedure below is followed. Where the issue is one of safety, employees will not be expected to work in an environment which is genuinely considered to be unsafe, but will undertake suitable alternative work until the issue is resolved.

4. The following procedure will apply:

* The employee will discuss the matter with their immediate supervisor, and if unresolved at this level, may take the matter to the next higher level of management.

* If the matter remains unresolved, the parties to the dispute are to undertake discussions involving the Regional Manager.

* If still unresolved, the matter is to be referred by the parties to the dispute to the General Manager and Chief Executive Officer, who may seek resolution through an agreed independent mediator.

* If the previous steps are not successful, the matter may be referred to the Australian Industrial Relations Commission by one or more of the parties to the dispute.

5. Employees are encouraged to seek the support of a peer, a member of the supervisory team, or a representative of the Australian Services Union throughout the procedures outlined above.

6. The General Manager and Chief Executive Officer of the company are available to be contacted by all

employees who seek advice relating to this procedure.

22 CONSULTATIVE PROCESS

22.1 National Consultative Committee

1. A National Consultative Committee, comprising one (1) elected staff representative from each state, two (2) representatives of the company and one (1) national nominee of the ASU, shall meet in April and November of each year.

2. The Committee will be consulted on issues relating to

- * Productivity
- * Quality Control
- * Competencies
- * Occupational Health and Safety
- * The impact of new technologies

22.2 Other

1. Where the company is planning the introduction of significant changes to production, program, Organisation, structure or technology, that are likely to have significant effects on employees, the company shall notify the staff affected at the earliest practicable stage; ie. at a reasonable time before the implementation of proposed changes.

23 WORKING FROM HOME (TELEWORKING)

1. At the instigation of the company, individual employees may agree to work from home provided the following criteria are met:

- * The nature of the work is suitable for teleworking
- * The company is satisfied that:
 - * there is appropriate space in the home
 - * the home is conducive to safe and efficient working arrangements
 - * property belonging to the company and its customers is able to be effectively safeguarded.

2. Employees performing solely transcription typing from home shall be paid solely according to the number of words in the documents they produce and that are delivered to the customer, at the rate of \$0.0125 per word, provided that they receive no less than the minimum hourly rate for the Classification "Audio Transcriber Level 1 " for their hours of work that are substantiated. This rate will be increased to \$0.013 per word on 01/04/04.

3. The following clauses of this Agreement shall not apply to these employees:

- 8 Hours of Work and Scheduling
- 11 Breaks
- 12 Remuneration

24 PAYMENT PER WORD: OFFICE

1. It is recognised that the section 19 in the Auscript Pty Limited Enterprise Agreement 2000 also allowed payment per word for transcription typing on the company's premises. Those Audio Transcribers

who were so remunerated at the nominal expiry date of that agreement may elect to continue to be paid according to this section. Equally they may elect to move to the hourly rate applicable to their assessed level of competency. There will be no new employees taken on under this arrangement.

2. Such employees shall be paid solely according to the number of words in the documents they produce and that are delivered to the customer, at the rate of \$0.0128 per word, provided that they receive no less than the minimum hourly rate for the Classification "Audio Transcriber Level 1 " for their hours of work that are substantiated over any one working day. This rate shall increase to \$0.0133 per word on 01/04/2004.

3. Work performed in off ice premises on Saturday after 1:30pm, Sunday or Public Holidays will be paid an overtime rate of \$0.015 per word.

4. These employees will form part of the pool of employees benefiting from the bonus schemes outlined in 12.10 and 12.11, but are otherwise excluded from the provisions of Sections 12, 11 and 8.

25 EMERGENCY DISRUPTION TO SERVICES

1. In an emergency situation, for example electricity black-out, fire, customer closure etc, where services are temporarily disrupted and employees are unable to perform their work, the company and the employees concerned will consult to use their best endeavours to mitigate the loss of wages that shall apply for the period work is unable to be performed.

26 RENEGOTIATION

1. The parties agree to commence discussions, with respect to a replacement for this Agreement, no later than three (3) months before the nominal expiry date of this Agreement.

SIGNED for and on behalf of
AUSCRIPT PTY LIMITED by its
authorised officer in the presence of:

Witness

Authorised Officer

Malcolm Rodgers, Chief Executive
Officer

Print Name

Title

Dated:

SIGNED for and on behalf of THE
STAFF OF AUSCRIPT PTY LIMITED in
the presence of:

Witness

Signature

Carol Ball, General Manager

Print Name

Title

Dated:

SIGNED for and on behalf of THE
CONSULTATIVE COMMITTEE, and
VICTORIAN OFFICE
REPRESENTATIVE in the presence of:

Witness

Signature

Sylvia Purdie, Production Supervisor and
Victorian Office Representative

Print Name

Title

Dated: