

REGISTER OF
ENTERPRISE AGREEMENTS

ENTERPRISE AGREEMENT NO: EA98/66

TITLE: Jobsupport Incorporated Managers' Enterprise Agreement
1997

I.R.C. NO: 97/6633

DATE APPROVED/COMMENCEMENT: 18 December 1997

TERM: 36 months

NEW AGREEMENT OR
VARIATION: New. Replaces EA 57/92

GAZETTAL REFERENCE:

DATE TERMINATED:

NUMBER OF PAGES: 7

COVERAGE/DESCRIPTION OF

EMPLOYEES: Employees of Jobsupport Incorporated engaged as Managers and Managers of Community Work Options at 201/1-5 Commercial Road, Kingsgrove, 102/1-5 Commercial Road, Kingsgrove, 78 Hampden Road, Artarmon and 5/115 Main Street, Blacktown

PARTIES: Jobsupport Inc -&- Russell Baker, Carol Bertie, Kathryn Burnett, Robin Gleeson, Lynda Hoare, Mark Hobbs, Rachael McGrath, Chloe Moreau, Janelle Noel, Jane Williams



Registered
Enterprise Agreement
Industrial Registrar

**JOBSUPPORT INCORPORATED MANAGERS'
ENTERPRISE AGREEMENT, 1997**

1. INDEX

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



2. TITLE AND DISPLAY OF AGREEMENT

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

3. DEFINITIONS

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

"Agreement" shall mean the Jobsupport Incorporated Managers' Enterprise Agreement, 1997 to which this document refers.

"Employee" shall mean Jobsupport Incorporated Managers.

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

"Enterprise" shall mean the undertaking of Jobsupport Incorporated.

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

"The Act" shall mean the Industrial Relations Act of New South Wales, 1996



4. INTENTION

4.1 The purpose of this Agreement is to:

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

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

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

5. DATE AND PERIOD OF OPERATION

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

6. PARTIES TO THE AGREEMENT

The terms of this Agreement shall cover the employees of Jobsupport Incorporated engaged as Managers and managers of Community Work Options working at:

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

7. RELATIONSHIP WITH PARENT AWARD

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



8. HOURS OF WORK

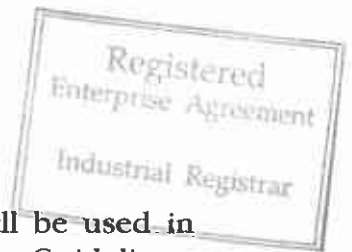
- 8.1 The ordinary hours of work, exclusive of meal breaks shall be no more than 152 hours in any four week period.
- 8.2 The employer in rostering ordinary hours of work shall take all reasonable steps to accommodate reasonable requests of the employee.
- 8.3 Nothing in this clause will limit the right of the employee to instigate the disputes procedure contained in Clause 34 - Grievance and Disputes Settling Procedure of the Parent Award.

9. OVERTIME

- 9.1 Overtime means time worked with the authorisation of the employer beyond the ordinary hours of work specified in this agreement.
- 9.2 The additional remuneration prescribed in clause 10.2 shall be in lieu of overtime up to 18 hours in a four weekly cycle.
- 9.3 Where an employee has performed duty on overtime in excess of 18 hours in any 4 week period, the employee will be released from duty for a period not exceeding the period of overtime actually worked provided that an employee may not accumulate more than 38 hours to be taken as leave in lieu of overtime payment. Any hours accrued in excess of 38 with the approval of the employer, are to be paid at the rate of single time.

10. RATES OF PAY

- 10.1 The rate of pay for employees covered by this Agreement shall be \$40,230.00 per annum.
- 10.2 Employees will receive, in addition to the ordinary rate of pay prescribed in 10.1, an additional amount of 4.5 hours per week pay at ordinary time in lieu of overtime up to 18 hours in each four weeks cycle.
- 10.3 In addition to the rates prescribed in 10.1 and 10.2, employees shall receive 3.25% over and above their ordinary rate in lieu of shift and penalty rates.
- 10.4 The rate in 10.1 above is linked to the Community, Employment Training and Support Services Award, 1991. It is agreed that any wage adjustments to this award in the form of National Wage Case decisions shall be passed on to employees covered by this Agreement.



11. MOTOR VEHICLES

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

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

12. REMUNERATION BENEFITS

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

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

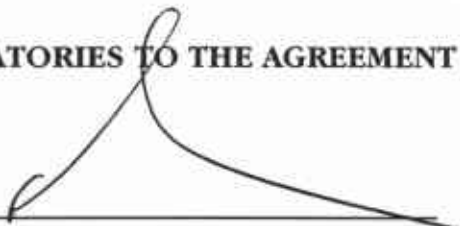
13. GRIEVANCE AND DISPUTE SETTLING PROCEDURE

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

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

It is the purpose of this procedure that normal work continue while the above is being followed. No party shall be prejudiced as to final settlement by the continuance of work in accordance with the disputes procedure.

14. **SIGNATORIES TO THE AGREEMENT**



 Signed for and on behalf of
 Jobsupport Inc

Registered Enterprise Agreement Industrial Registrar
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18/9/1997

 Date

Signed by the employees:



 Russell Baker

24/9/97

 Date



 Carol Bertie

19/9/97

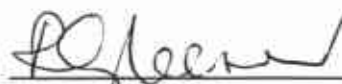
 Date



 Kathryn Burnett

7/10/97.

 Date



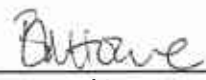
 Robin Gleeson

22-9-97.

 Date


Mark Hobbs

1/10/97
Date


Belinda Hoare

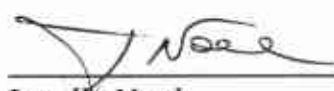
7.10.97
Date


Rachael McGrath


18/9/1997
Date


Chloe Moreau

18.9.97
Date


Janelle Noel

19/9/97
Date


Jane Williams

22/9/97
Date

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