

**REGISTER OF
ENTERPRISE AGREEMENTS**

ENTERPRISE AGREEMENT NO: EA02/197

TITLE: Allens Arthur Robinson Night Word Processing Staff Enterprise Agreement 2001

I.R.C. NO: IRC02/1927

DATE APPROVED/COMMENCEMENT: 18 April 2002

TERM: 18 April 2005

**NEW AGREEMENT OR
VARIATION:** New

GAZETTAL REFERENCE: 28 June 2002

DATE TERMINATED:

NUMBER OF PAGES: 12

COVERAGE/DESCRIPTION OF

EMPLOYEES: Applies to all night word processing operators who are employed by Allens Arthur Robinson Operations Pty Ltd and who are, or who are eligible to be, members of the Federated Clerks' Union of Australia, New South Wales Branch.

PARTIES: Allens Arthur Robinson Operations Pty Ltd -&- Federated Clerks' Union of Australia, New South Wales Branch



Allens Arthur Robinson Night Word Processing Staff Enterprise Agreement 2001

1. Title

This Agreement shall be known as the Allens Arthur Robinson Night Word Processing Staff Enterprise Agreement 2001.

2. Parties to this Agreement

This Agreement is made between Allens Arthur Robinson Operations Pty Ltd and the Federated Clerks Union of Australia New South Wales Branch.

3. Parties bound

The parties bound by this Agreement are:

- (a) Allens Arthur Robinson Operations Pty Ltd (**AAR**);
- (b) The Federated Clerks Union of Australia New South Wales Branch;
- (c) all Night Word Processing Operators who are employed by AAR and who are, or who are eligible to be, members of the Federated Clerks Union of Australia New South Wales Branch.

4. Relationship to Award

The employees covered by this Agreement are covered by the Clerical and Administrative Employees Legal Industry Consolidated (State) Award (the **Award**). This Agreement shall be read in conjunction with the Award but shall override it to the extent of any inconsistency.

5. Nominal term

This Agreement shall have a nominal term of 3 years from the date of its approval by the Industrial Relations Commission of New South Wales.

6. Definition of employees to whom this agreement applies

Night Word Processing Operators, are those who are rostered to finish work after 6.00pm Monday to Friday.



7. Confidential Information

In this agreement there are two pieces of information which the parties agree are confidential as between the employer and the individual employee. The first such piece of information concerns the rates of pay determined in accordance with clauses 11 and 12 below, payable in respect of the Deputy Supervisor and Supervisor. The second class of confidential information concerns the grade which is allocated to current employees in accordance with clause 8.

It is the parties' intention that this information be freely available as between the employer and the individual employee to whom the information relates, however, the information ought not to be disclosed to other employees or third parties. To that end the parties have agreed to embody the information in two Confidential Schedules which are annexed to this Agreement.

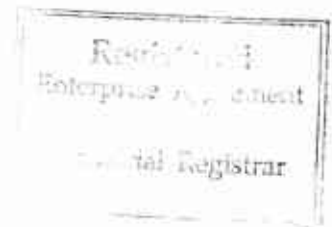
The parties request that the Confidential Schedules be kept in a sealed state in the Commission's records and that if it be necessary for the Commission to disseminate in any form the content of this Agreement, that such dissemination not extend to the Confidential Schedules.

Where they are utilised the Confidential Schedules are identified by that name in the provisions of this Agreement below.

8. New classification structure

All employees covered by this Agreement shall be subject to a new system of classification which shall be based upon the following grades:

- Grade 1;
- Grade 2;
- Grade 3B;
- Grade 3A;
- Grade 4B;
- Grade 4A;



The skills and other attributes relevant to each of the grades referred to above are set out in Schedule 1.

All of the employees covered by this Agreement who were employed at the date of commencement of this Agreement have agreed to be graded in the manner described in Confidential Schedule A.

The parties, however, recognise that within the Night Word Processing staff, there will be a Supervisor and a Deputy Supervisor. These positions are intended to apply to two single persons only. It is not intended that more than two employees would hold these positions

at any one point in time. The employees who hold these positions will receive the rates of pay as set out in Confidential Schedule B and will be drawn from Night Word Processing Operators who hold a grade 4A or 4B classification.

9. Allocation of grade for new employees and movement through the grades

All persons covered by this Agreement whose employment commences after the date upon which this Agreement begins to operate will be appraised by the Supervisor in conjunction with the Secretarial Services Manager of AAR. The Supervisor and the Secretarial Services Manager will then allocate a grade to the new employee.

All employees covered by this Agreement shall be the subject of a performance appraisal to be conducted annually on a date as close as practicable to 1 July each year. The appraisal shall be conducted by the Supervisor and the Secretarial Services Manager or their delegates. At the conclusion of that appraisal each employee shall receive a form upon which the results of the appraisal are noted and upon which shall also be noted the grade which the employee will occupy for the forthcoming year. At all times AAR will seek to protect the confidentiality of the grade which has been allocated to each employee. The employees agree not to disclose to others the individual grades which they receive.

Any disputes in connection with the operation of this provision shall be handled in accordance with the dispute resolution arrangements described in clause 15 below.

10. Ordinary Hours of Work

For the purposes of the operation of clauses 11 and 12, it is necessary to identify the "ordinary hours of work" that apply to employees covered by this Agreement. The parties recognise that there is at present some dissimilarity in what is regarded as "ordinary hours of work".

It is the parties intention that the existing arrangement of hours be regarded as "ordinary hours" in respect to employees who are currently employed by AAR. Those employees and their ordinary hours are set out in Schedule 2 to this agreement.

The ordinary hours of work as set out in Schedule 2 are inclusive of a paid meal break of 20 minutes.

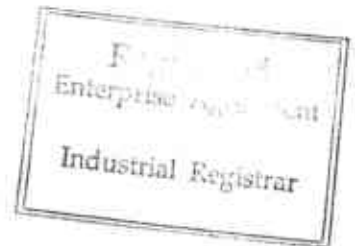
The parties may agree to alter the arrangement of hours recorded in Schedule 2, however, any such alteration cannot result in any employee being rostered or asked to work, on an ordinary basis, a span of ordinary hours which exceeds 5 per shift.

The ordinary hours of work for employees engaged after the commencement of this agreement shall be 5 per shift inclusive of a paid meal break of 20 minutes.

11. Rates of pay for ordinary hours of work

For work performed within ordinary hours the rates of pay for each of the grades shall be as follows:

- Grade 1 - \$26;
- Grade 2 - \$32;
- Grade 3B - \$34;
- Grade 3A - \$36;
- Grade 4B - \$38;
- Grade 4A - \$40;



These rates of pay are effective from 1 July 2001 and are inclusive of the afternoon shift loading prescribed by the Award.

These rates will be reviewed annually at the time of the appraisal. The rates will be increased by the greater of:

- the results identified in a market survey conducted by the employer, the nature and extent of which survey shall lie solely in the employer's discretion; and
- the Consumer Price Index or such replacement index as is published by the Australian Bureau of Statistics.

In addition the person who acts as Supervisor during the absence of the appointed Supervisor shall receive in addition to the rate outlined above, payment of the sum of \$25 for each day upon which the duties are performed.

12. Work performed outside of or in excess of ordinary hours

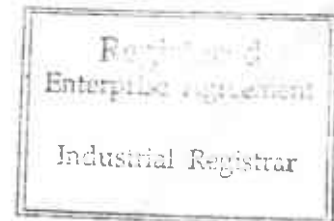
Work performed by employees under this Agreement that falls outside of, or is in excess of, ordinary hours as described in clause 10 above shall be remunerated:

- where the work occurs on a week day, at a rate of 1.5 times the applicable rate for the first 2 hours of such work and 2 times the applicable rate for each hour thereafter;
- where the work occurs on Saturday, at a rate of 1.5 times the applicable rate for work performed before 12 noon and 2 times the applicable rate for each hour thereafter;
- where the work occurs on Sunday, at 2 times the applicable rate.

The applicable rates shall be the rates determined in accordance with clause 11 above discounted by 17% (afternoon shift penalty rate).

These rates of pay are effective from 1 July 2001.

- Grade 1 - \$21.50;
- Grade 2 - \$27.50;
- Grade 3B - \$29.00;
- Grade 3A - \$31.00;
- Grade 4B - \$32.50;
- Grade 4A - \$34.50.



It is the intention of the parties that the arrangements described in this clause shall be applicable to any and all work which would under the operation of the Award attract the payment of a penalty or overtime rate.

13. Monthly pay

All employees covered by this Agreement shall receive their remuneration on a monthly basis on or about the 5th day of each month.

14. Meal break

The parties recognise that continual attention must be paid to ensuring that the 20 minute paid meal break is utilised during the span of ordinary hours. AAR has sought to facilitate this process by the utilisation of booking sheets for night word processing activities that contain a "fenced off" period of 20 minutes during which the break can be taken. The parties agree to regularly confer so as to ascertain the sufficiency of existing systems and, if necessary, to propose and trial new systems.

15. Dispute resolution

Any dispute in connection with the operation of this Agreement shall be dealt with by reference to the following process:

- Step 1 – discussions shall be held between the agreed employee(s) and the Supervisor and Secretarial Services Manager;
- Step 2 – if initial discussions are unable to resolve the dispute then discussions will be held between the affected employee(s) and the human resources director and one of the partners who has been nominated as a point of contact for night word processing employees covered by this Agreement.
- Step 3 – if the dispute remains unresolved then discussions should occur between authorised representatives of AAR and officials of the industrial organisation of whom the employee(s) are member(s) or eligible to be member(s).



If the dispute remains unresolved the matter may be referred to the Industrial Relations Commission of New South Wales.

The parties agree that the matter will automatically pass from Step 1 to Step 2 or Step 2 to Step 3 if a period of 2 weeks has elapsed without resolution.

16. Annual leave loading

- The parties agree that the rates of pay outlined in clauses 11 and 12 above are inclusive of annual leave loading, which the parties have agreed is to be paid to the employees throughout the year rather than upon the taking of leave.

17. Calculation of leave payments

For the avoidance of doubt the parties record their understanding that all leave payments are to be calculated on the basis of the rates determined in accordance with clause 11 above.

18. No further claims

This Agreement is intended to be exhaustive of all terms and conditions of employment relating to the employees and is further intended to effect a full and final settlement between the parties in connection with matter IRC No's. 415 of 2001 and 1512 of 2002.

19. Signatories

Michael Want, State Secretary

Federated Clerks Union of Australia, New South Wales Branch.

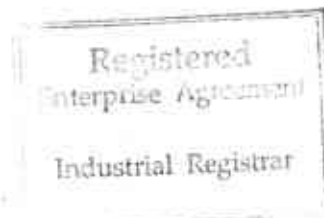


authorised by Ian McGuire
Allens Arthur Robinson

CONFIDENTIAL SCHEDULE A

NOTE

**SCHEDULE NOT REPRODUCED FOR PUBLIC VIEWING
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CONFIDENTIAL SCHEDULE B

NOTE

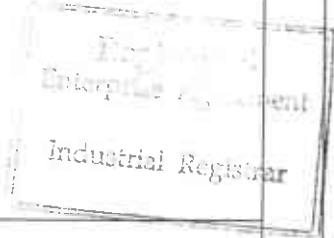
**SCHEDULE NOT REPRODUCED FOR PUBLIC VIEWING
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Registered
Enterprise Agreement
Industrial Registrar

SCHEDULE 1

NIGHT WP GRADINGS

Grades	Skills Required	Grades	
Grade 4A	<ul style="list-style-type: none"> • Advanced Supervisory skills • Advanced Word • Advanced Powerpoint • Advanced Excel • Accuracy - Excellent • Attitude uses Initiative - Always • System Supervisor Skills - Advanced Not always applicable) • Precedents (Advanced) (Not always applicable) 	Grade 4B	<ul style="list-style-type: none"> • Advanced Word • Advanced Powerpoint • Advanced Excel • Accuracy - Excellent • Attitude uses Initiative - Always • System Supervisor Skills - Advanced (Not always applicable) • Good Supervisory skills (Not always applicable) • Precedents (Advanced) (Not always applicable)
Grade 3A	<ul style="list-style-type: none"> • Medium/Advanced Level Word Skills • Medium/Advanced Powerpoint Skills • Medium/Advanced Excel Skills • Accuracy - Excellent/Good • Attitude uses Initiative - Always • System Supervisor - Advanced (Not always applicable) • Good Supervisory skills (Not always applicable) • Basic Precedents (Not always applicable) 	Grade 3B	<ul style="list-style-type: none"> • Medium Level Word Skills • Medium/Basic Level Powerpoint • Medium/Basic Level Excel • Accuracy - Good • Attitude uses Initiative - Always • System Supervisor - Basic (Not always applicable) • Basic Precedents (Not always applicable)



<p>Grade 2</p> <ul style="list-style-type: none"> • Basic Level Word Skills • Basic Level Powerpoint • Basic Level Excel • Accuracy - Good • Attitude uses Initiative - Sometimes • System Supervisor - Basic (Not always applicable) 		<p>Grade 1</p>	<ul style="list-style-type: none"> • Basic Level Word Skills • Attitude uses Initiative - Rarely • Accuracy - Good/Average • System Supervisor - Basic (Not always applicable)
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SCHEDULE 2 EMPLOYEE'S ORDINARY HOURS

Butler, Louise	Tuesday to Friday 5 pm to 11 pm
Clasper, Anne	Monday to Thursday 5.00 pm to 10 pm
Curry, Maureen	Monday 5.00 pm to 12.00 pm Tuesday 5.00 pm to 12.00 pm Wednesday 5.00 pm to 11.00 pm Thursday 5.00 pm to 10.00 pm
Drummond, Michelle	Monday to Wednesday 5.00 pm to 10 00pm Friday 9.00 am to 5.00 pm
Dunn, Kerri	Monday to Thursday 5.00 pm to 10.00 pm
Graham, Marion	Monday to Friday 5.00 pm to 10.00 pm
Jarvis, Trisha	Monday to Thursday 4.30 pm to 10.00 pm
Lang, Janet	Monday to Friday 5.00 pm to 10.00 pm
Lee, Kerri	Monday to Thursday 5.00 pm to 10.00 pm
Moran, Tracey	Wednesday to Friday 5.00 pm to 10.00 pm
Nelsson, Stephanie	Monday, Tuesday, Thursday 5.00 pm to 10.00 pm
Patrickka, Liz	Monday to Friday 5.00 pm to 10.00 pm
Tarquinio, Leanne	Monday, Thursday, Friday 5.00 pm to 10.00 pm

Torrington, Leeanne	Monday to Friday 1.00 pm to 8.00 pm
Upton, Lisa	Monday to Friday 5.00 pm to 10.00 pm

Registrar
Enterprise Agreement
Industrial Registrar