

REGISTER OF ENTERPRISE AGREEMENTS

ENTERPRISE AGREEMENT NO: EA03/115

TITLE: Royal Blind Society of New South Wales Enterprise Agreement 2003

IR.C. NO: IRC03/1771

DATE APPROVED/COMMENCEMENT: 16 April 2003

TERM: 30 June 2005

**NEW AGREEMENT OR
VARIATION:** Replaces EA01/189

GAZETTAL REFERENCE: 13 June 2003

DATE TERMINATED:

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COVERAGE/DESCRIPTION OF

EMPLOYEES: Applies to all staff employed by Royal Blind Society of New South Wales with the exception of Chief Executive Officer, Department Heads including Manager Human Resources, all section Managers and Senior Staff whose positions have been graded at level 12, under the Hay Group Job Evaluation System, and would otherwise fall within the coverage of the Clerical and Administrative Employees (State) Award, Charitable Institutions (Professional Paramedical Staff) (State) Award, Charitable Institutions (Professional Staff Social Workers) (State) Award, Miscellaneous Gardeners, &c. (State) Award and Teachers (Non-Government Early Childhood Service Centres Other Than Preschools) (State) Award 2002

PARTIES: Royal Blind Society of NSW -&- the Australian Liquor, Hospitality and Miscellaneous Workers Union, New South Wales Branch, Australian Services Union of N.S.W., New South Wales Independent Education Union, The Health and Research Employees' Association of New South Wales

ROYAL BLIND SOCIETY OF NEW SOUTH WALES ENTERPRISE AGREEMENT 2003

PART A

AGREEMENT FORMALITIES

1. Parties to the Agreement

The enterprise agreement is made in accordance with.

- a) the provisions of sections 32-47 of the *Industrial Relations Act* 1996; and,
- b) the Principles for approving enterprise agreements as determined by the Full Bench in Industrial Relation Commission 5032/96.

This agreement is made between Royal Blind Society of New South Wales referred to as "the employer" from here on and the following unions referred to as the 'union' or 'unions' from here on, having regard to their respective coverage:

Federated Clerks Union NSW Branch

NSW/ACT Independent Education Union

Australian Liquor Hospitality and Miscellaneous Workers Union (NSW Branch)

Health & Research Employees' Association of NSW

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3. Scope of Agreement

This agreement shall apply to all staff employed by Royal Blind Society of New South Wales with the exception of the Chief Executive Officer, Department Heads including Manager Human Resources, all Section Managers and Senior staff whose positions have been graded at level 12, under the Hay Group Job Evaluation System and commission sales staff, at or after the date of registration of this agreement, at the offices listed in Schedule "C" of this agreement

4. Date and Period of Operation

This agreement shall take effect from the beginning of the first pay period commencing on or after the 28 March 2003 under the provisions of the *Industrial Relations Act 1996*, and shall remain in force until 30 June

2005, unless varied or terminated earlier by the provisions provided by *Industrial Relations Act 1996*. This agreement supersedes any previous agreements either formal or informal.

The parties agree to meet no later than three months before the expiry of this agreement to discuss a further agreement.

5. Relationship to Parent Awards

Any terms and conditions of this agreement inconsistent with the following Awards shall override the Award conditions. In the event there are any terms and conditions of employment not addressed in this Agreement, the parties shall consult the following Awards for guidance of such conditions if and when the case may arise.

Clerical and Administrative Employees (State) Award

Charitable Institutions (Professional Paramedical Staff) (State) Award

Charitable Institutions (Professional Staff Social Workers) (Consolidated) Award

Miscellaneous Gardeners &c (State) Award

Teachers (Non-Government Early Childhood Service Centres Other Than

Preschools) (State) Award 2002

6. Duress

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

7. Single Bargaining Unit

For the purpose of negotiating an enterprise agreement, a single bargaining unit has been established with a negotiating committee of up to three (3) management representatives and up to eight (8) union and employee representatives.

8. Aim of Agreement

It is the objective of the parties to this agreement to implement workplace practices so as to provide for more flexible working arrangements, which improve the efficiency and productivity of the industry, enhance skills and job satisfaction and assist positively in ensuring that the company becomes a more efficient enterprise. The parties agree that the objectives of this agreement are to facilitate:

- (a) flexible working hours;
- (b) workplace productivity;
- (c) the development and maintenance of the most productive and harmonious working relationship obtainable.

The parties also agree that the objectives will not be limited to the measures set out in (a) to (c) above. It is recognised that an important factor in reaching the above objectives is the development of a working environment where all parties are involved with the decision-making process. Both management and employees are committed to co-operating positively to implement work practices that are flexible and meet the requirements of Royal Blind Society of New South Wales.

9. New Employees

The parties agree that any employee who is engaged by the employer during the term of this agreement, is covered by the agreement. The new employee shall, as from the date of engagement, be entitled to all benefits and be bound by all obligations under this agreement.

10. Agreement to be Displayed

Copies of this collective agreement shall be displayed in places readily visible and accessible to all parties covered by the agreement in printed form or for a staff member who has a print disability, in a form suitable to their needs and staff shall be informed that the agreement is available electronically.

11. Joint Consultative Committee

The parties governed by this agreement shall establish a consultative mechanism with representation of the employer and the unions with procedures appropriate to its size, structure and needs for consultation and negotiation on matters affecting the efficiency and productivity of the enterprise. This committee shall be a forum for open discussion and shall meet at set monthly intervals with additional meetings on an as required basis.

12. Definitions

- 12.1 Permanent employee means a person appointed as either a full time or part time employee.
- 12.2 Casual employee means a person who may be engaged on an hourly basis to provide services related to the unexpected absence of permanent or exempt/contract employees. This provision may also encompass short-term employment associated with anticipated peak demands.
- 12.3 Exempt/Contract employee means a person engaged for a continuous period and whose employment involves:
- Relief for periods during the extended absence of existing employees, or
 - Specific projects which are time limited, or
 - Functions which involve funding for a specific period and which is not of a recurrent nature, or
 - Forthcoming service reduction, which has a predetermined date.
- 12.4 Junior employee means a person who is under the age of twenty (20) years and is employed as such, will be employed for a period of twelve (12) months at the rate of 75% of the full time equivalent in the same classification or grade. Then will move to the full 100% rate of the first level/step as prescribed for a full time employee in the same classification or grade.

PART B

REMUNERATION

13. Salary

13.1 Remuneration Model

Royal Blind Society of New South Wales uses the Hay Group Job Evaluation System, which has eleven (11) Grades and is tied to the Hay Group Job Evaluation Point system.

Royal Blind Society of New South Wales as a public Benevolent Institution that has access to tax exempt benefits. Under these benefits RBS is able to offer Flexible Remuneration Packaging to all employees. This enables employees to take 30% of their ordinary salary or to the maximum pre-fringe benefit tax amount set by the Australian Taxation Office whichever is the lower. Benefits available under FRP are detailed in a Royal Blind Society of New South Wales booklet entitled "Flexible Remuneration Packaging" for Employees. Flexible Remuneration Packaging does not include Superannuation Guarantee Charge.

The Remuneration Model notes both the 'ordinary' salary, which is inclusive of annual leave loading and the 'market equivalent taxable' salary value excluding packaging and fringe benefit tax for each level/step within each grade.

Schedule A sets out the Remuneration Model noting both 'ordinary' and 'market' value of salaries. This includes a 4% across the board increase in ordinary salary effective from 4 July, 2003.

Schedule B sets out the Remuneration Model noting both 'ordinary' and 'market' value of salaries, from 2 July 2004. This includes a 3% across the board increase in ordinary salary.

13.2 Employees not using FRP

- (a) Employees who chose not to take advantage of the Flexible Remuneration Packaging in November 1998, (refer clause 13.1), will continue to be paid a 6% FRP Allowance;
- (b) The FRP Allowance will be taxed at the prescribed income tax rate for each employee;
- (c) The FRP Allowance will continue to be paid for the term of this agreement and beyond until replaced by a new agreement.

13.3 Salary Increases

- (a) There will be two (2) across the board increases, the first will be a 4% increase in ordinary salary effective from 4 July 2003 and as noted in Schedule A, (refer clause 13.1 above). The second across the board increase of 3% in ordinary salary will be effective from 2 July 2004 as noted in Schedule B, (refer clause 13.1 above);
- (b) Employees are required to undertake an annual performance review based on the financial year planning cycle. Employees who achieve a minimum of level 3 rating as part of RBS Performance Planning and Development Review Process (level 3 definition: This level indicates that the staff member has achieved consistently, and may have over achieved in some of the KPI'S and individual objectives noted in the Work Plan. This rating would easily identify a valued staff member who has demonstrated a consistent and solid performance) would receive an incremental increase based on their 'ordinary' salary unless they are already at the top level. Refer Schedule A and B. Adjustment to salary would take effect on the pay period commencing on 4 July 2003 and 2 July 2004.;
- (c) Individuals who have specific technical skills and experience, whose remuneration requires a premium to be paid outside of Royal Blind Society of New South Wales ordinary salary ranges for a particular grade due to market demand, may negotiate a higher ordinary salary with management without affecting a change in grade;
- (d) Any ordinary salary increase recommended under Clause 13.3(c) must have sign-off approval from the supervisor of the employee's manager, (as per our Approval of Remuneration and Related Matters policy) any approval which affects the remuneration of an employee must be dealt with by the supervisor of the employee's manager B hence the term "two-up".
- (e) If there are significant changes to the Fringe Benefit Taxation Legislation as proposed from 1 April 2001 which affects the overall benefit of the Flexible Remuneration Packaging, a full review of the ordinary salary structure will occur involving all parties to this agreement. Royal Blind Society of New South Wales will endeavour to ensure that staff will not be worse off as an outcome of this review.

13.4 No employee shall receive a lower rate of pay that would apply under their relevant Award from time to time, as per clause 5.

14. Payment of Salaries

- 14.1 The salary payable to an employee pursuant to this agreement shall be paid fortnightly no later than Thursday via electronic funds transfer into an account nominated by the employee.
- 14.2 An employee who has given or who has been given the required notice of termination of employment in accordance with clause 43, "Termination of Employment", shall be paid all monies due prior to ceasing duty on the last day of employment. Where an employee is summarily dismissed, any monies due shall be paid as soon as possible after such dismissal or termination but in any case not more than three days thereafter. Annual Leave and Long Service Leave entitlements will be paid out on Market value.
- 14.3 Salary Packaging - Flexible Remuneration Packaging (FRP)
- (a) Notwithstanding sub clause 14.1 and 14.2 of this clause, all employees may elect to receive salary in the form of a Flexible Remuneration Package (FRP) in accordance with the guidelines laid down by Royal Blind Society of New South Wales. An employee may select a combination of salary and other benefits up to 30% of their ordinary salary. (Refer clause 13.2).

Benefits available under FRP are detailed in a Royal Blind Society of New South Wales booklet entitled "Flexible Remuneration Packaging for Employees";

- (b) Occupational Superannuation and Superannuation Guarantee Charge (SGC) contributions payable under the parent awards and Federal Government legislation will be paid based on 11% of the ordinary salary, (refer clause 13.1), due to an employee and will be in addition to any superannuation taken as a benefit under FRP;
- (c) An employee in receipt of FRP who takes any paid leave shall receive both their benefits and ordinary salary, (refer clause 13.1), in accordance with paragraph (a) of this sub clause;
- (d) The rate of pay, which shall apply in respect of untaken annual and long service leave for employees in receipt of FRP:
- (i) on termination of employment; or
- (ii) on death
- shall be calculated on the market value of the ordinary salary rate, (refer clause 13.1), as the ordinary salary rate includes annual leave loading, there will not be an entitlement to any additional sum for annual leave loading;
- (e) Employee(s) shall receive a fortnightly statement itemising their FRP benefits debits and credits for the fortnight and accumulative balance;
- (f) Employee(s) shall on termination be paid out any credit balance they have in their FRP account less prescribed income tax payable on amount. Otherwise, a debit balance will be refunded to RBS by the employee from the final payment or by other means.

15. Allowances

15.1 Mileage Allowance

Pursuant to sub clause 38.1 an employee shall be entitled to claim an amount as advised by the Australian Taxation Office based on engine size of the vehicle.

15.2 Travelling Away from Home Allowance

- (a) Pursuant to sub clause 38.2, an employee who is required by the employer to travel involving overnight accommodation shall be entitled to claim the following:

Accommodation - actual accounts will be paid by the employer up to approved standard of accommodation (currently Flag Inn 4 Star).

All reasonable out of pocket expenses incurred by the employee whilst undertaking RBS business will be reimbursed on completion of a Payment Request Form and attaching actual receipts.

Personal Telephone Calls - up to two personal calls per day at employer expenses (actual account paid or reimbursed);

- (b) When an employee is on an authorised extended day trip, of twelve (12) hours or more but not requiring temporary residence, they will be reimbursed for all reasonable expenses incurred while undertaking RBS business and will require completion of a Payment Request Form and attaching actual receipts.

15.3 Provision of or Payment for Meals for Employees Working Authorised Overtime

Pursuant to sub clause 20.9 an employee may claim the following:

Breakfast	\$15.00
Lunch	\$15.00
Dinner	\$30.00

15.4 Uniforms and Laundry Allowances

Pursuant to clause 39, an employee may claim the following:

In lieu of laundering \$ 2.50 per week.

- 15.5 Where a staff member who has received prior approval from their manager, is required to use their own communications such as mobile phones, message bank or personal computers for work purposes, costs of call will be reimbursed.

PART C

HOURS OF WORK

16. Ordinary Hours

- 16.1 Royal Blind Society of NSW employs Full Time Employees, Part Time Employees, Job Share Employees and Casual Employees.
- 16.2 'Full Time Employees' are those who work an average thirty seven and a half (37.5) hours per week. Those hours of work shall be known as the 'Ordinary Hours' of the full time employee.
- 16.3 Part time employees are those who are required to work regular hours and regular days which are less than the regular hours or days of full time employees, provided that the minimum hours shall be no less than four (4) hours per day.
- 16.4 A Casual employee is one who is engaged and paid by the hour.

- 16.5 Casual employees shall be paid on a hourly rate which is calculated by dividing 37.5 of the appropriate rate prescribed for the relevant grade, plus a loading of twenty percent, with a minimum payment of four (4) hours for each engagement. The twenty percent loading is to cover sick and annual leave.
- 16.6 Casual employees will normally be paid fortnightly no later than Thursday.
- 16.7 Casual employees who are required to work on Sundays or public holidays shall, in lieu of the loading prescribed in sub clause 16.5, be paid the following allowances.
- (a) for work done on Sunday, an allowance of 75 percent
 - (b) for work done on public holiday, an allowance of 150 percent.

17. Normal Operating Hours

- 17.1 Effective from 1st January 2001 the 'Normal Operating Hours' of Royal Blind Society of New South Wales are 7am to 7pm Monday to Friday and 8am to 5pm Saturday inclusive. The normal hours for staff employed before this date is 7am to 7pm Monday to Friday and may also be required to work their hours in accordance with clause 18 "Extended Operating Hours". These hours do not apply to public holidays.
- 17.2 RBS is able to recruit permanent, part time or casual employees to work during the normal operating hours without incurring any penalty payments.
- 17.3 The arrangement of hours worked and lunch breaks shall be made by agreement between the employer and the employee. If a business need arises which requires a long term change to the starting, finishing and/or lunch breaks of the employee, during Monday to Friday, the employer will consult with the employee and advise, by giving one months written notice of such required change.

18. Extended Operating Hours

- 18.1 Extended Operating Hours to be any seven and a half (7.5) hour day between the times of 7.00am and 10.00pm Monday to Friday and 8.00am to 5.00pm Saturday inclusive, where Saturday is not part of the employee's normal working hours.
- 18.2 Employees may be required due to client demand and scheduled operational activities to work their ordinary hours within these extended operating hours.
- 18.3 Where such requirement involves working a Saturday, work performed under this clause shall be subject to the following:
- (a) as part of the planning of client activities, the employer will consult with employee(s) and their union representative if requested, as to the appropriateness of the proposed working arrangement;
 - (b) The employer will source employee preferences for alternating a schedule workday with a schedule Saturday activity;
 - (c) If a staffing shortage occurs for a schedule Saturday client activity, the employer may request an employee to alternate a schedule workday with a schedule Saturday activity by giving one months notice;
 - (d) Staff may be required to work on a Saturday up to a maximum of eight Saturdays in any one year;
 - (e) Reach agreement with the employee(s) for appropriate arrangements in regard to their safety for work performed under this clause;
 - (f) The employee cannot be required to work during any period of their annual leave or during the Christmas closedown period.

- 18.4 Employee(s) who choose to work their ordinary hours within the extended operating hours will do so at their normal ordinary salary and will not incur overtime or penalty rates.
- 18.5 Employee(s) will not be required to work more than thirty seven and a half (37 .5) hours per week within the extended operating hours without incurring overtime.
- 18.6 Employee(s) working under the provisions of this clause shall be entitled to two (2) consecutive days off within any seven (7) day period, or may elect to retain this day as time in lieu at normal hours for a future date within a twelve (12) week period.
- 18.7 This clause will not result in full time staff being made redundant.

19. Meal Breaks

- 19.1 One period of fifteen minutes shall be allowed for either morning or afternoon tea, which shall be counted as time worked.
- 19.2 An unpaid dinner break of not less than thirty minutes shall be allowed where duty extends beyond 7.00pm on any day.
- 19.3 No employee shall be required to work more than five (5) hours without an unpaid meal break.

20. Overtime/Time in Lieu

- 20.1 Where an employee has been instructed and authorised to do a particular job that has been identified as one which requires time in addition to their normal ordinary hours, (37.5 hours per week) payment for overtime and/or time in lieu shall apply. The employee, prior to commencing overtime shall make an election as to be paid for overtime or take time in lieu.
- 20.2 All overtime and/or time in lieu shall be authorised and approved in advance by the employee's supervisor.
- 20.3 The rate of overtime and/or time in lieu shall be single time for the first two (2) hours and double time thereafter.
- 20.4 Provided that work has been authorised, all work performed:
- (a) on a Saturday shall be paid at the rate of single time for the first two (2) hours and double time thereafter, with a minimum of four (4) hours, including travel time. These rates shall not apply to employees working within their ordinary hours in accordance with clause 18 extended working hours;
 - (b) on a Sunday shall be paid at the rate of double time, with a minimum of four (4) hours, including travel time.
- 20.5 Recall
- Employees recalled to work overtime after leaving the employer's premises, whether notified before or after leaving the premises, shall be paid for a minimum of four (4) hours work at the appropriate rate applicable on such day for each time so recalled; provided that, except in unforeseen circumstances arising, employees shall not be required to work the full minimum number of hours prescribed above if the job they were recalled to perform is completed within a shorter period.
- 20.6 When overtime work is necessary it shall, wherever practicable, be so arranged that employees have at least ten consecutive hours off duty between the work of successive days. Where this is not practicable, an employee shall be paid at the rate of double lime until such time as the employee is released from duty.

20.7 Time Off in Lieu of Overtime

Where a full-time employee has been authorised to work overtime, the employee may elect to have time off in lieu of being paid such overtime. Any time off in lieu would equate to paid overtime hours. A part-time employee shall be allowed these conditions when the hours worked on any day exceed the ordinary hours of full-time employees. In other instances, part-time employees shall be allowed time off at ordinary rates where the hours worked exceed the normal rostered hours.

20.8 Time off in lieu of overtime shall be taken within 28 days of the overtime being worked. If, due to work commitments, the time off is not taken within the specified period, the employee shall be paid the monetary rate of the overtime so worked.

20.9 Provisions of or Payment for Meals

An employee who works authorised overtime shall be paid in addition to payment for such overtime:

- (a) the amount set in sub clause 15.3 of Part B for breakfast when commencing such overtime work at or before 6.00am;
- (b) the amount set in subclause 15.3 of Part B for an evening meal when such overtime is worked for at least one hour immediately following his or her normal ceasing time, exclusive of any meal break, and extends beyond or is worked wholly after 7.00pm;
- (c) the amount set in subclause 15.3 of Part B for lunch when such overtime extends beyond 2.00pm on Saturdays, Sundays or public holidays; or shall be provided with adequate meals in lieu of such payment.

20.10 Employee(s) have the right to refuse overtime that would only result in accrual of time in lieu rather than paid overtime.

20.11 A part-time employee shall be allowed these conditions when the hours worked on any day exceed the ordinary hours of full-time employees. In other instances, part-time employees shall be allowed time off at ordinary rates where the hours worked exceed the normal rostered hours.

20.12 The accrual and taking of time in lieu is to be managed within a twelve (12) week period, so that full-time employees work no more than four hundred and fifty (450) hours within that period. The twelve (12) week period is to be determined by departmental business cycles and may therefore differ from department to department.

20.13 Supervisors have authority to direct employees to take accrued time within the twelve (12) week period. If, due to work commitments agreed with the supervisor, time in lieu balances are not cleared at the end of each twelve (12) week period the employee and supervisor can negotiate a further four (4) week period to clear the balance.

PART D

LEAVE

21. Annual Leave

Annual leave entitlements shall be in accordance with the annual leave provisions under the *Annual Holidays Act 1944*, and subsequent amendments to that Act.

22. Annual Leave Loading

For the purposes of this clause:

"The Act" shall mean the *Annual Holiday Act 1944*.

- 22.1 Employees who, under the *Annual Holiday Act 1944*, become entitled to annual leave have their annual leave loading of 17.5 per cent incorporated in the ordinary salary range (refer clause 13.1).

23. Purchased Leave

This provision will only apply to employees who as of 28 March 2003 are currently participating in the purchase leave scheme.

- 23.1 All permanent and permanent part-time employees may elect to purchase up to two (2) weeks extra leave.
- 23.2 Employees currently participating in this scheme as at 28 March 2003, may elect to purchase either one (1) or two (2) weeks leave each year. The leave purchased must be in whole weeks only. The leave is purchased over a twelve (12) month period and employees are expected to stay on the scheme for the twelve (12) month period. Employees will have an amount deducted from their ordinary salary each fortnight for a period of twenty (26) pays. The deduction will result in a reduction in the employee's taxable income and the amount of tax paid each month.
- 23.3 No annual leave loading entitlements are payable on purchased leave.
- 23.4 Superannuation Guarantee Charge will be paid on ordinary salary prior to purchased leave being deducted from ordinary salary.
- 23.5 Purchased leave can be taken either as one day or multiple days leave.
- 23.6 Approval for taking purchased leave must be given by employer prior to purchase leave being taken.

24. Shutdown

- 24.1 Notice of an annual shutdown period between Christmas and New Year shall be given to employees not less than three months before the commencement of the specified period or, in the case of an employee who commences employment less than three months before the shutdown, on the day that employment commences.
- 24.2 One day of the Annual shutdown period between Christmas and New Year will be paid leave taken as Royal Blind Society of New South Wales Picnic Day.
- 24.3 Two days of the Annual shutdown period between Christmas and New Year will be paid Special Leave.
- 24.4 If a fourth working day falls during the Annual shutdown period between Christmas and New Year, employees will be required to take it as Annual leave.

25. Sick Leave

- 25.1
- (a) Teachers employed by Royal Blind Society of New South Wales who would otherwise be employed pursuant to the Teachers Non-Government Early Childhood Service Centres Other Than Pre-Schools (State) Award shall be entitled to 15 fifteen days per annum sick leave on full pay. Any unused sick leave shall remain to the employee's credit;
- (b) All other full time employees shall be entitled to 10 days (2 weeks) per annum sick leave on full pay. Any unused sick leave shall remain to the employee's credit. An employee in this category in the first year of employment shall accumulate one day for each month of employment for the first ten months.
- 25.2 The payment for any absence on sick leave in accordance with this clause during the first three months of employment may be withheld by the employer until the employee completes such three months of employment at which time the payment shall be made.

- 25.3 All periods of sickness of three consecutive days or more shall be certified to by a registered medical practitioner; provided, however, that the employer may dispense with the requirements of a medical certificate where, in the employers opinion, the circumstances are such as not to warrant such requirements.
- 25.4 If a holiday pursuant to this agreement occurs during an employee's absence on sick leave, then such holidays shall not be counted as sick leave.
- 25.5 If an employee becomes ill during a period of annual leave or purchased leave, the employee may choose to claim sick leave for the period involved provided that the minimum period of leave that will be adjusted will be five (5) days and a medical certificate stating the illness and period covered is produced as proof of incapacity.

Requests for adjustments to leave must be made in writing and within one (1) week of return to work and can only apply to paid sick leave entitlements.

- 25.6 If an employee shows a pattern of excessive sick leave, (i.e. same day off each month) the supervisor may discuss this with the employee who may be required to produce a medical certificate for any further absences of any duration. This arrangement will be reviewed no later than a six (6) monthly basis.

26. Long Service Leave

The provisions of the *Long Service Leave Act 1955*. apply, except that all service, including any period which was served prior to an employee becoming an adult, will be counted as continuous service towards long service leave entitlements.

27. Bereavement Leave

An employee shall be entitled to a maximum of three days leave without loss of payment on each occasion and on production of satisfactory evidence of the death of the employee's partner, parents, siblings, children, stepchildren, grandparents, parents-in-law, grandchildren, brothers-in-law and sisters-in-law. In addition to the above, the employee shall also be entitled to paid compassionate leave with respect to other relationships where the employee resided with the deceased.

28. Parental Leave

- 28.1 Except as varied by this provision, Part 4 of Chapter 2 of the Industrial Relations Act 1996 shall apply.
- 28.2 For the purposes of paid parental and adoption leave, the payment of seven (7) weeks full pay will be available for the primary care giver,
- (a) the payment of seven (7) weeks full pay parental or adoption leave for primary care giver. To qualify for the first paid parental or adoption leave an employee must at the expected date of delivery or adoption of a child, have worked for twelve (12) continuous months with Royal Blind Society of New South Wales. For subsequent paid parental or adoption leave applications, an employee must have worked for twelve (12) continuous months. Applications for paid parental leave must be made in writing three months prior to the expected date of delivery or adoption of a child;
 - (b) the payment of two (2) weeks full pay paternity leave for the secondary care giver of the child or adoptive child. To qualify for the first paid paternity leave application an employee who is the parent of the child or adoptive child, must at the expected date of delivery or adoption of a child, have worked for twelve (12) continuous months with Royal Blind Society of New South Wales. For subsequent paid paternity leave applications, the parent of the child or adoptive child, have worked for twelve (12) continuous months. Applications for paid paternity leave must be made in writing three months prior to the expected date of delivery or adoption of a child.

- 28.3 Employees will be paid at their current ordinary salary at the time of taking paid parental or adoption leave.
- 28.4 Employees will be paid at the usual times and intervals of their current pay cycle.
- 28.5 If an employee's pregnancy is terminated other than by the birth of a living child:
- (a) more than twenty (20) weeks before the anticipated date of birth the employee is not entitled to the payment;
 - (b) twenty (20) weeks or less before the anticipated date of birth the employee is entitled to the payment while she remains on leave.
- 28.6 The period of unpaid parental or adoption leave will not count as a period of service under this agreement.

29. Compassionate Leave

The employer may grant to the employee paid leave in extraordinary or emergent circumstances where an employee is forced to absent himself or herself from duty because of urgent pressing or domestic necessity. This leave will be approved by the Department Head.

30. Jury Service

- 30.1 An employee required to attend for jury service during ordinary working hours shall be reimbursed by the employer an amount equal to the difference between the amount paid in respect of attendance for such jury service and the amount of wages he or she would have received in respect of the ordinary time he or she would have worked had he or she not been on jury service.
- 30.2 An employee shall notify the employer as soon as possible of the date upon which he or she is required to attend for jury service. Further, the employee shall give the employer proof of his or her attendance, the duration of such attendance and the amount received in respect of such jury service.

31. Public Holidays

- 31.1 For the purposes of this agreement, the following shall be deemed to be public holidays - New Year's Day, Australia Day, Good Friday, Easter Saturday, Easter Monday, Anzac Day, Queen's Birthday, Eight Hour Day, Christmas Day, Boxing Day and any other day duly proclaimed by the State and observed as a public holiday for the State.
- 31.2 Holidays in relation to the above subclauses shall be allowed to employees on ordinary salary. Where an employee is required to and does work on any of the holidays set out in subclause 32.1 of this clause, such work shall be paid for at the rate of double time and one-half with a minimum payment for four (4) hours work.

32. Trade Union Training Leave

An employee shall be allowed a maximum of twelve (12) days in two (2) years paid leave to attend an accredited course of Trade Union Training Australia at the employer's discretion.

33. Study Leave

- 33.1 An employee in their first year of service shall be entitled to a maximum of one (1) weeks paid leave and one (1) weeks unpaid leave per year for approved courses.
- 33.2 Employees with a minimum of one (1) year service shall be entitled to a maximum of two (2) weeks paid leave and one (1) week unpaid leave per year for approved courses.

- 33.3 Vision Impaired employees who are required to undertake guide-dog training can apply for a maximum of two (2) weeks paid leave.

34. Leave Without Pay

- 34.1 Leave without pay is granted having regard to the needs of the employee and their department and given only when an employee has exhausted their annual leave and long service leave entitlements
- 34.2 A maximum of six (6) months leave without pay is available to employees on the basis that such leave is manageable within the department.
- 34.3 Where an employee is granted more than one (1) week of leave without pay in total in any calendar year that employee will not continue to accrue long service leave, annual leave, or other statutory, award or enterprise agreement entitlements during the period(s) of leave without pay. This means, in effect, that leave without pay suspends the employment relationship but does not terminate it.
- (a) Entitlements accrue up to the time when the employee begins leave without pay;
 - (b) Entitlements stop being accrued when the employee goes on leave without pay, but are still available;
 - (c) Entitlements start accruing again when the employee returns to work.
- 34.4 Where an employee takes leave without pay that employee is guaranteed employment on return. The same job will be provided on employee's return if at all possible, and if not that, at the request of the employee effected, discussions be held with the employee's relevant union representative regarding redeployment.

35. Family Leave

- 35.1 An employee who is required to provide care or support for a sick family or household member is entitled to have access to family leave, sometimes known as personal or carer's leave.
- 35.2 An employee, other than a casual employee, shall be entitled to use any current or accrued sick leave or annual leave entitlement to provide care or support for a sick family or household member, as family leave.
- 35.3 An employee needing to take family leave of three or more consecutive days is to produce a medical certificate or statutory declaration stating they are responsible for the primary care and support of a family member who is genuinely ill.
- 35.4 An employee is also obliged to give notice that they are intending to take family leave where this is practicable. Where it is not practicable for an employee to give prior notice, they should notify their manager as soon as possible on the day of the absence. The notice should specify the estimated length of the absence.
- 35.5 The employer retains the right to require satisfactory evidence of the staff member's relationship to the person who is ill and that the illness is genuine.
- 35.6 An employee may use their family leave to provide care for any person covered by the bereavement leave clause, and for whom the employee has responsibility for the care and support.

PART E

OTHER CONDITIONS

36. Relieving Other Members of Staff

- 36.1 An employee required by the employer to relieve in a higher classification and who satisfactorily performs the whole of the duties and assumes the whole of the responsibilities of the higher classification shall be entitled to receive the minimum pay of such higher classification. For acting as a Team Leader \$50.00 per week and for acting as a Section Manager \$70.00 per week, whichever is the greater amount for a period of up to three months. For periods longer than three months, the allowance would be incorporated in the ordinary salary thus allowing for flexible remuneration packaging for the fixed period.
- 36.2 The opportunity for employees to develop their skills by undertaking higher duties is to be recognised by the employer. This may involve employees undertaking some but not all of the duties normally performed by a higher classification.
- 36.3 In cases where an employee is called upon to undertake some of the duties normally performed by an employee in a higher grade the employee undertaking those additional duties will receive an amount of higher duties payment based on the percentage of the higher graded employee's job that is being undertaken and the difference in pay between the two classifications.
- 36.4 The percentage of the job being undertaken is to be by agreement with the department head responsible.
- 36.5 Higher duties payments shall be made when an employee acts in another position for periods of 5 days or more.

37. Travelling Allowances

- 37.1 An employee who is required to use his or her motor vehicle on a casual or incidental basis shall be paid an allowance as set out in subclause 15.1 of Part B of this agreement.
- 37.2 An employee who is required by the employer to travel involving overnight accommodation shall be entitled to claim the allowances set out in subclause 15.2 (a) or (b) of Part B of this agreement.
- 37.3 An employee on an authorised extended day trip, of twelve (12) hours or more but not requiring temporary residence, may claim the allowance as set out in subclause 15.2 (c) of Part B of this agreement.

38. Uniforms and Laundry Allowances

- 38.1 Where the employer requires a uniform to be worn by an employee:
- (a) the employer shall provide suitable and serviceable uniforms free of cost to the employee: an employee who has received a new uniform or part of a uniform supplied by the employer and who, without good reason, fails to return the corresponding article last supplied to him or her, shall not be entitled to have such an article replaced without payment at a reasonable price;
 - (b) an employee on leaving the service of the employer shall return any uniform or part thereof supplied by the employer which is still in use immediately prior to leaving;
 - (c) if the uniform of an employee is not laundered at the expense of the employer, an allowance as set in subclause 15.4 of Part B of this agreement shall be paid to such employee.

39. Amenities

Suitable lavatory conveniences shall be provided to all employees and, when and where practicable, canteen facilities, dressing room and lockers also shall be provided.

40. Union Representatives

- 40.1 A Union Representative shall be recognised as the representative of the Union and he or she shall be allowed reasonable time during working hours to interview the employer and/or employee on matters affecting employee(s).
- 40.2 General union information and notices may be transmitted via RBS e-mail system.
- 40.3 A union representative shall advise the Human Resources Manager of any general member meetings prior to the meeting being held. General meetings should be held during the members' own time. Meetings held for members in relation to Enterprise Agreement negotiation may be held in work time.

41. Particulars of Appointment

On appointment as an employee to Royal Blind Society of New South Wales, the employer shall provide written confirmation within 14 days to the employee of the following particulars:

- date of commencement of employment;
- position title;
- classification and grading;
- commencing salary, flexible remuneration benefit and super guarantee charge;
- (a) if a probationary period is applicable, information shall be provided as to the length of probation and the process of review;
- and any other details relating to the above as required by the employee.

42. Probationary Period

- 42.1 An employee joining Royal Blind Society of New South Wales will be employed on a three month probationary period. The employee will be advised of the probationary period and the procedures for review of performance at the time the offer of employment is made.
- 42.2 During the probationary period the employee's performance will be reviewed regularly and the outcomes of the reviews will be made known to the employee.
- 42.3 Successful completion of the probationary period is required for employment to continue.
- 42.4 An employee who is transferred or promoted to another position in Royal Blind Society of New South Wales will be required to undertake a performance review with their direct supervisor at the end of three months within the new position.

43. Termination of Employment

- 43.1 Employment may be terminated only by 10 working days (two weeks) notice given either by the employee or the employer at any time during the week or by payment or forfeiture of 10 days (two weeks) ordinary salary as the case may be.
- 43.2 Nothing in this clause shall prevent the summary dismissal of an employee for misconduct.

44. Redundancy

44.1 An employee who is made redundant arising from economic reasons, or merger, takeover or reconstruction, or technology shall receive, in addition to all other payments due to that employee:

- (a) four (4) weeks notice or four (4) weeks pay in lieu of notice for an employee under the age of forty five (45) years, or five (5) weeks notice or five (5) weeks pay in lieu of notice for an employee over the age of 45 years; and
- (b) Severance payment on the basis of four (4) weeks pay for each completed year of service for an employee under the age of forty five (45) years, with a maximum of thirty (30) weeks severance pay, or five (5) weeks pay for each completed year of service for an employee over the age of forty five (45) years, with a maximum of thirty (30) weeks severance pay;
- (c) Severance payment and payment in lieu of notice will be calculated on the ordinary salary rate.

44.2 Time Off for Job Interviews

Royal Blind Society of New South Wales will allow up to sixteen (16) hours for employees, once notified of redundancy, to attend job interviews provided that reasonable notice is given to the employee's supervisor and proof of attendance at such interviews is provided.

45. Grievance and Dispute Settling Procedures

45.1 In the event of a dispute arising out of disciplinary action or from any claim for any other reason, the following procedure shall 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, a union representative shall confer with the appropriate supervisor and/or manager of the employee;
- (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(s), who will confer and attempt to reach settlement;
- (d) in the event of failure to resolve the dispute by means of amicable agreement between the parties, any party to the agreement may notify the matter to the industrial register for determination by the NSW Industrial Relations Commission.

45.2 It is the purpose of this procedure that normal work continue while the above is being followed, excluding occupational health and safety issues, where if necessary, the employer will provide for Workcover Authority inspections. No party shall be prejudiced as to final settlement by the continuance of work in accordance with the disputes procedure. Provided that nothing in this clause shall be taken to limit the employer's right to dismiss any employee for misconduct which justifies instant dismissal.

46. Professional/Career Development

46.1 Training and Development

- (a) The employer is committed to a program of training and skill development to assist staff to perform to at least a satisfactory level and, where possible, to assist staff to pursue a career path or improve their opportunities for career advancement. The training and development program will be designed to meet the needs of staff at all levels and classifications and to ensure that there is equity of access of all staff, including part-time staff, to training and development opportunities;

- (b) The employer's commitment to training and development includes a commitment to providing adequate resources; people, equipment, time and money to ensure the effectiveness of the training and development program;
- (c) Training will be provided prior to the introduction of new technology;
- (d) Other training will be provided, including attendance at conferences and where it is noted in the Training and Development section of the employees Performance Planning and Development Workbook. Relevant external training or conferences must be approved in advance by the Chief Executive Officer or Human Resource Manager;
- (e) All employees shall be given notification of any in-house training opportunities and have the opportunity to attend.

47. Performance Review Procedures

- 47.1 RBS is committed to an Annual Performance Planning and Development process which is tied to the successful implementation of the yearly Corporate Plan and Budget cycle.
- 47.2 The Performance Planning and Development process is designed to enable employees and supervisors to review the following:
- (a) Review and update current Job Descriptions
 - (b) Review and update agreed Key Performance Indicators
 - (c) Review and plan individual objectives for year in line with Corporate/Department objectives
 - (d) Review and plan training and development needs
 - (e) Review and plan career development needs and aspirations
 - (f) Annual evaluation.

The Process is as follows:

- | | |
|---------|---|
| Stage 1 | Develop work plan and training and development plan. This stage is completed with the Manager/Supervisor and should be finalised before end of August. |
| Stage 2 | Progress review. Review work plan and training and development plan - note any changes or issues in booklet. This stage is completed with the Manager/Supervisor and should be finalised before end of January. |
| Stage 3 | Annual Evaluation. This stage is completed with the Manager/Supervisor and should be completed by mid June. |

All staff will be given prior notice of performance meetings.

- 47.3 An employee may request representation or someone to accompany them at these meetings.

48. Homeworking

- 48.1 Homeworking is voluntary and co-operative arrangement for RBS employees to work for part of the time away from the usual work place using telecommunications and computer technology. The location is his/her home.
- 48.2 The process used to select and approve staff for homeworking should consider the type of work to be performed, the work characteristics of the staff member, and the management style of the supervisor and the cost to support the homeworking. The personal and family needs of the staff member should also be

considered. Approval may only be given where the manager is assured that the business requirements of RBS can be met. All existing entitlements, conditions of employment, and human resources policies and practices apply to a staff member who is homeworking. Any arrangement made is to be by written agreement and may be varied by mutual consent between the staff member and the manager and must be in accordance with the homeworking Policy guidelines.

- 48.3 The amount of homeworking permitted, depends on the nature of the work performed, the needs of RBS, the need to maintain the integrity of the work group, and personal and family needs of the staff member. Temporary arrangements can be made for homeworking for a short period of time but only in unique or special circumstances.
- 48.4 Full time homeworking is not permitted.

49. Occupational Health and Safety

- 49.1 The employer will comply with the provisions of all relevant Acts and Regulations in regard to Worker's Compensation.
- 49.2 An Occupational Health & Safety Committee, comprising employee and employer representatives, handles health and safety matters.
- 49.3 Management is responsible for providing a safe place of work, safe working methods and safe equipment along with training for employees in Occupational Health and Safety matters.
- 49.4 Employees are required to perform their duties in a safe manner in accordance with relevant legislation. It is important that employees give primary concern to their own safety and the safety of others. e.g. Take regular breaks from driving, desk or studio work, check that your furniture and equipment are set up to suit both ergonomic requirements and your individual needs, and use correct lifting techniques, not leave items in walk areas etc.
- 49.5 All employees have an obligation to ensure their fellow employees work in a safe environment, with well-maintained property and equipment. It is your responsibility to report potentially hazardous or dangerous situations in the workplace to your Section Head/Department Head.
- 49.6 Royal Blind Society of New South Wales provides a smoke-free work environment for its employees. All areas, including private offices, are designated "Non-Smoking". Royal Blind Society of New South Wales vehicles, whether shared or for individual use are non-smoking areas.

50. Superannuation

- 50.1 The employer will comply with the provisions of all relevant Acts and Regulations in regard to superannuation.
- 50.2 As noted above in 14.3(b) Occupational Superannuation and Superannuation Guarantee Charge (SGC) contributions payable under the parent awards and Federal Government legislation will be paid based on 11% of the ordinary salary.
- 50.3 Occupational Superannuation and Superannuation Guarantee Charge contributions on behalf of all eligible employees will be paid to employer approved complying superannuation funds.

51. Workers Compensation

- 51.1 Royal Blind Society of New South Wales acknowledges the responsibilities outlined in the NSW *Workers Compensation Act 1987*, and is committed to the rehabilitation of employees who may be injured or contract an illness arising out of or in the course of their employment with us.
- 51.2 For the purpose of this subclause "accident pay" shall mean the difference in pay between an injured employee's current rate of pay and the rate authorised for that injured employee by the insurance

company, pursuant to section 35 of the *Worker's Compensation Act 1987* or any subsequent amendments to it:

- (a) Accident payments will only be made following insurance company acceptance of liability for the injury;
- (b) Once a claim is accepted there will be no minimum period of entitlement to accident pay;
- (c) The maximum period of time accident payments will be made is twenty six (26) weeks from the date of injury;
- (d) Record of payment will be maintained for use in the event of a Common Law Claim being made at some future date.

52. Labour Flexibility

- 52.1 An employer may direct an employee to carry out such duties as are within the limits of the employee's skill, competence and training that are consistent with the employee's classification and grading, provided that such duties are not designed to promote deskilling.
- 52.2 An employer may direct an employee to carry out duties and use such equipment as may be required provided that the employee has been properly trained or has otherwise acquired the necessary skills in the use of such equipment. Any such direction issued by the employer shall be consistent with the employer's responsibility to provide a safe and healthy working environment for employees and the employer's duty of care.

53. Childcare

- 53.1 In the event that an employee is unable to attend work due to the illness or convalescence of a child, but the illness or convalescence is such that the employee could spend time productively working from home, the employee may negotiate with their manager to perform some or all of their duties from home.
- 53.2 An employee who takes up the option to work from home must give primary responsibility to their own safety by performing their duties in a safe manner.
- 53.3 An employee may negotiate the provision of qualified health care agency staff, paid for by the employer, to care for an ill or convalescing child for a limited period of time, where it is not possible or practical for a staff member to work from home.

54. Anti-Discrimination

It is the intention of the parties bound by this enterprise agreement to seek to achieve the object in section 3(f) of the *Industrial Relations Act 1996* to prevent and eliminate discrimination in the workplace. This includes discrimination on the grounds of race, sex, marital status, disability, homosexuality, trans-gender, age and responsibilities as a carer.

It follows that in fulfilling their obligation under the dispute resolution procedure prescribed by this enterprise agreement the parties have obligations to take all reasonable steps to ensure that the operation of the provisions of this enterprise agreement are not directly or indirectly discriminatory in their effects. It will be consistent with the full fulfilment of these obligations for the parties to make application to vary any provision of the enterprise agreement which, by its terms or operations, has a direct or indirect discriminatory effect.

Under the *Anti Discrimination Act 1977*, it is unlawful to victimise an employee because the employee has made or may make or has been involved in a complaint of unlawful discrimination or harassment.

Nothing in this clause is to be taken to affect:

- (a) any conduct or act which is specifically exempted from anti-discrimination legislation;

- (b) offering or providing junior rates of pay to persons under twenty one (21) years of age
- (c) any act or practice of a body established to propagate religion which is exempted under section 56 (d) of the *Anti-Discrimination Act 1977*
- (d) A party to this award from pursuing matters of unlawful discrimination in any State or Federal jurisdiction.

This clause does not create legal rights or obligations in addition to those imposed upon the parties by legislation referred to in this clause.

55. Confidentiality

All information pertaining to organisations and individuals with whom the organisation deals is to be treated confidentially, and shall not be disclosed, discussed or recorded other than for the sole purpose of carrying out duties directly related to the organisations activities.

PART F

DECLARATION

The parties to this agreement declare that it:

- (a) is not contrary to the public interest;
- (b) is not unfair, harsh or unconscionable;
- (c) was not entered into under duress;
- (d) is in the interests of the parties.

This agreement is made at Enfield on the

Signed for and on behalf of)
 Royal Blind Society of New South Wales)

_____)
 in the presence of)

_____)
 Signed for and on behalf of)
 Federated Clerks Union NSW Branch)

_____)
 in the presence of)

_____)
 Signed for and on behalf of)
 NSW/ACT Independent Education Union)

_____)
 in the presence of)

 Signed on behalf of)
 Health & Research Employees')
 Association of NSW)

 in the presence of:

 Signed for and on behalf of
 Australian Liquor Hospitality and
 Miscellaneous Workers Union (NSW
 Branch)

 in the presence of:

SCHEDULE A

Salary Tables As At 4 July 2003

Grade 1	Total Package	Market Value	Ordinary Salary	Flexible Remuneration Packaging	Superannuation
Step 2	\$30,454	\$27,726	\$24,804	\$7,441	\$2,728
Step 3	\$31,478	\$28,750	\$25,611	\$7,683	\$2,817
Step 4	\$32,681	\$29,775	\$26,417	\$7,925	\$2,906

Grade 2	Total Package	Market Value	Ordinary Salary	Flexible Remuneration Packaging	Superannuation
Step 2	\$32,154	\$29,290	\$26,036	\$7,811	\$2,864
Step 3	\$33,322	\$30,365	\$26,881	\$8,064	\$2,957
Step 4	\$34,489	\$31,439	\$27,727	\$8,318	\$3,050

Grade 3	Total Package	Market Value	Ordinary Salary	Flexible Remuneration Packaging	Superannuation
Step 1	\$32,868	\$29,947	\$26,552	\$7,966	\$2,921
Step 2	\$34,099	\$31,080	\$27,444	\$8,233	\$3,019
Step 3	\$35,330	\$32,213	\$28,335	\$8,500	\$3,117
Step 4	\$36,473	\$33,258	\$29,227	\$8,768	\$3,215

Grade 4	Total Package	Market Value	Ordinary Salary	Flexible Remuneration Packaging	Superannuation
Step 1	\$34,982	\$31,893	\$28,084	\$8,425	\$3,089
Step 2	\$36,223	\$33,030	\$29,026	\$8,708	\$3,193

Step 3	\$37,398	\$34,102	\$29,968	\$8,990	\$3,296
Step 4	\$38,573	\$35,173	\$30,909	\$9,273	\$3,400

Grade 5	Total Package	Market Value	Ordinary Salary	Flexible Remuneration Packaging	Superannuation
Step 1	\$37,495	\$34,190	\$30,045	\$9,013	\$3,305
Step 2	\$38,750	\$35,334	\$31,051	\$9,315	\$3,416
Step 3	\$39,926	\$36,407	\$31,994	\$9,598	\$3,519
Step 4	\$41,329	\$37,686	\$33,118	\$9,935	\$3,643
Grade 6	Total Package	Market Value	Ordinary Salary	Flexible Remuneration Packaging	Superannuation
Step 1	\$40,208	\$36,664	\$32,219	\$9,666	\$3,544
Step 2	\$41,685	\$38,011	\$33,403	\$10,021	\$3,674
Step 3	\$43,017	\$39,225	\$34,469	\$10,341	\$3,792
Step 4	\$44,347	\$40,438	\$35,535	\$10,660	\$3,909

Grade 7	Total Package	Market Value	Ordinary Salary	Flexible Remuneration Packaging	Superannuation
Step 1	\$43,762	\$39,905	\$35,067	\$10,520	\$3,857
Step 2	\$45,207	\$41,222	\$36,225	\$10,868	\$3,985
Step 3	\$46,795	\$42,670	\$37,497	\$11,249	\$4,125
Step 4	\$48,471	\$44,199	\$38,840	\$11,652	\$4,272

Grade 8	Total Package	Market Value	Ordinary Salary	Flexible Remuneration Packaging	Superannuation
Step 1	\$47,319	\$43,148	\$37,917	\$11,375	\$4,171
Step 2	\$49,875	\$45,479	\$39,965	\$11,990	\$4,396
Step 3	\$50,917	\$46,429	\$40,801	\$12,240	\$4,488
Step 4	\$52,723	\$48,076	\$42,247	\$12,674	\$4,647

Grade 9	Total Package	Market Value	Ordinary Salary	Flexible Remuneration Packaging	Superannuation
Step 1	\$52,835	\$48,178	\$42,337	\$12,701	\$4,657
Step 2	\$54,825	\$49,993	\$43,932	\$13,180	\$4,832
Step 3	\$57,191	\$52,184	\$45,521	\$13,656	\$5,007
Step 4	\$59,564	\$54,381	\$47,114	\$14,134	\$5,183

Grade 10	Total Package	Market Value	Ordinary Salary	Flexible Remuneration Packaging	Superannuation
Step 1	\$60,076	\$54,856	\$47,458	\$14,237	\$5,220
Step 2	\$62,537	\$57,135	\$49,110	\$14,733	\$5,402
Step 3	\$64,866	\$59,292	\$50,673	\$15,202	\$5,574
Step 4	\$67,203	\$61,457	\$52,239	\$15,450	\$5,746

Grade 11	Total Package	Market Value	Ordinary Salary	Flexible Remuneration Packaging	Superannuation
Step 1	\$68,250	\$62,424	\$52,965	\$15,450	\$5,826
Step 2	\$70,990	\$64,954	\$54,868	\$15,450	\$6,036
Step 3	\$73,810	\$67,559	\$56,827	\$15,450	\$6,251
Step 4	\$76,056	\$69,606	\$58,635	\$15,450	\$6,450

SCHEDULE B

Salary Tables As At 2 July 2004

Grade 1	Total Package	Market Value	Ordinary Salary	Flexible Remuneration Packaging	Superannuation
Step 2	\$31,482	\$28,672	\$25,548	\$7,664	\$2,810
Step 3	\$32,630	\$29,728	\$26,379	\$7,914	\$2,902
Step 4	\$33,776	\$30,783	\$27,210	\$8,163	\$2,993

Grade 2	Total Package	Market Value	Ordinary Salary	Flexible Remuneration Packaging	Superannuation
Step 2	\$33,233	\$30,283	\$26,817	\$8,045	\$2,950
Step 3	\$34,436	\$31,390	\$27,687	\$8,306	\$3,046
Step 4	\$35,640	\$32,498	\$28,559	\$8,568	\$3,142

Grade 3	Total Package	Market Value	Ordinary Salary	Flexible Remuneration Packaging	Superannuation
Step 1	\$33,967	\$30,959	\$27,349	\$8,205	\$3,008
Step 2	\$35,234	\$32,125	\$28,267	\$8,480	\$3,109
Step 3	\$36,422	\$33,212	\$29,185	\$8,755	\$3,210
Step 4	\$37,568	\$34,257	\$30,104	\$9,031	\$3,311

Grade 4	Total Package	Market Value	Ordinary Salary	Flexible Remuneration Packaging	Superannuation
Step 1	\$36,100	\$32,918	\$28,927	\$8,678	\$3,182
Step 2	\$37,311	\$34,022	\$29,897	\$8,969	\$3,289
Step 3	\$38,520	\$35,125	\$30,867	\$9,260	\$3,395
Step 4	\$39,730	\$36,228	\$31,836	\$9,551	\$3,502

Grade 5	Total Package	Market Value	Ordinary Salary	Flexible Remuneration Packaging	Superannuation
Step 1	\$38,618	\$35,214	\$30,946	\$9,284	\$3,404
Step 2	\$39,912	\$36,394	\$31,982	\$9,595	\$3,518
Step 3	\$41,124	\$37,499	\$32,953	\$9,886	\$3,625
Step 4	\$42,569	\$38,817	\$34,111	\$10,233	\$3,752

Grade 6	Total Package	Market Value	Ordinary Salary	Flexible Remuneration Packaging	Superannuation
Step 1	\$41,415	\$37,765	\$33,186	\$9,956	\$3,650
Step 2	\$42,936	\$39,151	\$34,405	\$10,321	\$3,785
Step 3	\$44,306	\$40,401	\$35,503	\$10,651	\$3,905
Step 4	\$45,676	\$41,650	\$36,601	\$10,980	\$4,026

Grade 7	Total Package	Market Value	Ordinary Salary	Flexible Remuneration Packaging	Superannuation
Step 1	\$45,075	\$41,102	\$36,119	\$10,836	\$3,973
Step 2	\$46,563	\$42,459	\$37,312	\$11,194	\$4,104
Step 3	\$48,198	\$43,950	\$38,622	\$11,587	\$4,248
Step 4	\$49,926	\$45,525	\$40,005	\$12,002	\$4,401

Grade 8	Total Package	Market Value	Ordinary Salary	Flexible Remuneration Packaging	Superannuation
Step 1	\$48,739	\$44,443	\$39,055	\$11,716	\$4,296
Step 2	\$51,371	\$46,843	\$41,164	\$12,349	\$4,528
Step 3	\$52,445	\$47,822	\$42,025	\$12,608	\$4,623
Step 4	\$54,304	\$49,517	\$43,514	\$13,054	\$4,787

Grade 9	Total Package	Market Value	Ordinary Salary	Flexible Remuneration Packaging	Superannuation
Step 1	\$54,421	\$49,624	\$43,607	\$13,082	\$4,797
Step 2	\$56,786	\$51,809	\$45,250	\$13,575	\$4,977
Step 3	\$59,225	\$54,067	\$46,886	\$14,066	\$5,158
Step 4	\$61,670	\$56,332	\$48,528	\$14,558	\$5,338

Grade 10	Total Package	Market Value	Ordinary Salary	Flexible Remuneration Packaging	Superannuation
Step 1	\$62,198	\$56,821	\$48,882	\$14,665	\$5,377
Step 2	\$64,730	\$59,166	\$50,583	\$15,175	\$5,564
Step 3	\$67,137	\$61,396	\$52,193	\$15,450	\$5,741
Step 4	\$69,460	\$63,541	\$53,806	\$16,142	\$5,919

Grade 11	Total Package	Market Value	Ordinary Salary	Flexible Remuneration Packaging	Superannuation
Step 1	\$70,536	\$64,535	\$54,554	\$15,450	\$6,001
Step 2	\$73,360	\$67,143	\$56,514	\$15,450	\$6,217
Step 3	\$76,263	\$69,825	\$58,531	\$15,450	\$6,438
Step 4	\$78,948	\$72,305	\$60,394	\$15,450	\$6,643

SCHEDULE C

Offices of Royal Blind Society

Canberra Office

Level 2, Saraton Building
22 East Row
Canberra City ACT 2601

Coffs Harbour Office

126 West High Street
PO Box 1401
COFFS HARBOUR NSW 2450

Gosford Office

237 Mann Street
Gosford NSW 2250

Lismore Office

Shop 22/62 Wyrallah Road
Po Box 5071
East Lismore NSW 2480

Newcastle Office

63 Laman Street
NEWCASTLE NSW 2300

Orange Office

119 Byng Street
Po Box 1391
ORANGE NSW 2800

Sydney Office

4 Mitchell Street
ENFIELD NSW 2136

Wagga Wagga Office

9 Meurant Avenue
WAGGA WAGGA NSW 2650