

**REGISTER OF
ENTERPRISE AGREEMENTS**

ENTERPRISE AGREEMENT NO: EA99/48

TITLE: Royal Blind Society Enterprise Agreement 1998

I.R.C. NO: 98/6130

DATE APPROVED/COMMENCEMENT: 16 December 1998

TERM:

**NEW AGREEMENT OR
VARIATION: New**

GAZETTAL REFERENCE:

DATE TERMINATED: 26 November 2000

NUMBER OF PAGES: 31



COVERAGE/DESCRIPTION OF

EMPLOYEES: applies to employees employed by Royal Blind Society of New South Wales, excluding staff employed in nursing homes and hostels, at their offices

PARTIES: Royal Blind Society -&- Australian Liquor, Hospitality and Miscellaneous Workers Union, New South Wales Branch, Federated Clerks' Union of Australia, New South Wales Branch, Media, Entertainment and Arts Alliance New South Wales, New South Wales Independent Education Union, The Health and Research Employees' Association of New South Wales

ENTERPRISE AGREEMENT 1998
ROYAL BLIND SOCIETY OF NEW SOUTH WALES



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 provided by section 33(1) of the Act

This agreement is made between Royal Blind Society of New South Wales and the following unions having regard to their respective coverage:-

Federated Clerks' Union of Australia, New South Wales Branch
New South Wales Independent Education Union
Media, Entertainment and Arts Alliance New South Wales
Australian Liquor, Hospitality and Miscellaneous Workers Union New South Wales Branch
The Health and Research Employees' Association of New South Wales

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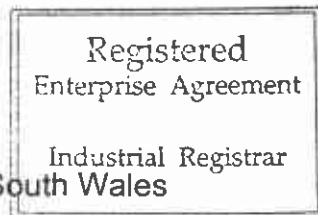
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3. Scope of Agreement

This agreement shall apply to all staff employed by Royal Blind Society of New South Wales at or after the date of registration of this agreement, excluding staff employed in nursing homes and hostels, at the offices listed in **Appendix "A"** to 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 date of this agreement's approval under the provisions of the Industrial Relations Act, 1996, and shall remain in force for a period of two years, 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) (State) Award
Miscellaneous Gardeners (State) Award
Teachers (Non-Government Early Childhood Service Centres Other Than Preschools) (State) Award
Journalists (Specialist Publications) (State) Award

6. Duress

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

Registered
Enterprise Agreement

7. Single Bargaining Unit

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

Industrial Registrar

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 cooperating 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, other than an employee in a nursing home or hostel, 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.

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

"Employee" for the purposes of this agreement shall mean all staff employed by the Royal Blind Society of New South Wales in the classifications set out in **Appendix "B"** to the agreement, and excluding staff employed in nursing homes and hostels.

PART B - REMUNERATION

13. Salary

13.1 Ordinary Salary

Royal Blind Society of New South Wales uses the HayGroup Job Evaluation System, which has twelve (12) Grades. The following table sets out the ordinary salary ranges for those grades which includes 17 1/2% Annual Leave loading where applicable.

Grade	Low	to	High
Grade 1	\$21,800		\$23,635
Grade 2	\$23,370		\$24,786
Grade 3	\$23,754		\$26,103
Grade 4	\$24,273		\$27,583
Grade 5	\$25,054		\$29,476
Grade 6	\$26,872		\$31,614
Grade 7	\$29,142		\$34,284
Grade 8	\$31,780		\$36,892
Grade 9	\$34,990		\$40,618
Grade 10	\$38,185		\$44,924
Grade 11	\$42,547		\$50,055
Grade 12	\$47,755		\$56,182

13.2 Flexible Remuneration Packaging (FRP)

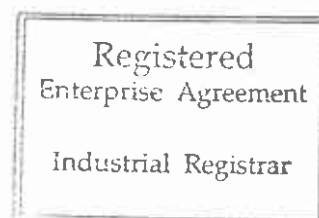
Under our Flexible Remuneration Packaging (FRP), refer to clause 14.4 Royal Blind Society of New South Wales offers all employees the opportunity to take 30% of their ordinary salary in benefits with no Fringe Benefits Tax payable due to the tax exemption which Royal Blind Society



of New South Wales as a Public Benevolent Institution has access to. 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 following table sets out the market equivalent taxable salary value excluding packaging and fringe benefit tax for each of the twelve (12) grades, taking advantage of the 30% benefit on ordinary salary.

Grade	Low	to	High
Grade 1	\$24,220		\$26,635
Grade 2	\$26,285		\$28,155
Grade 3	\$26,790		\$29,885
Grade 4	\$27,475		\$31,835
Grade 5	\$28,505		\$34,330
Grade 6	\$30,900		\$36,835
Grade 7	\$33,890		\$40,260
Grade 8	\$37,030		\$43,790
Grade 9	\$41,220		\$48,835
Grade 10	\$45,540		\$55,025
Grade 11	\$51,560		\$62,520
Grade 12	\$59,160		\$71,230



13.3 Employees not using FRP

- 13.3(a) Employees who choose not to take advantage of the Flexible Remuneration Packaging, refer clause 13.2, can choose to take an FRP Allowance of 3% increase on their ordinary salary effective on the approval of this agreement, and another 3% increase 12 months after the approval of this agreement.
- 13.3(b) The FRP Allowance will be taxed at the prescribed income tax rate for each employee.
- 13.3(c) The FRP Allowance will continue to be paid for the term of this agreement and beyond until replaced by a new agreement.

13.4 Salary Increases

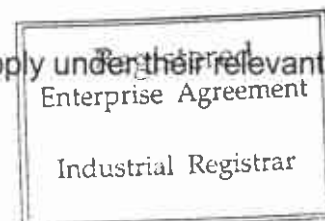
- 13.4 There will be no across the board increases to the current ordinary salary grade ranges during the term of this agreement, with the following exceptions:
- (a) If there is a annualised CPI increase (as published by the Australian Bureau of

Statistics) in excess of 4%, at the date of the anniversary of the approval of this agreement, the excess of 4% annualised CPI increase will be passed onto employees as an across the board increase to their ordinary salary.

- (b) If there are significant changes to the current Australian Taxation system, 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.
- (c) Employees are required to undertake an annual review on their anniversary of employment. Individual merit based increases on ordinary salary within a grade will be available subject to an employee meeting an overall 'above average' performance and funds being available during the period of this agreement. An overall 'above average' performance requires successfully meeting mutually agreed key performance indicators which are in line with the overall objectives of the Department. If an employee believes they have not been fairly assessed by their direct supervisor, the employee may consult with their Senior Manager, a member of the Human Resources staff and/or union representative.
- (d) 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 effecting a change in grade.
- (e) Any ordinary salary increase recommended under Clauses 14.3(c) and 14.3(d) 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 - hence the term "two-up".)

13.5 Award Salaries

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.
- 14.2 The salary payable to an employee pursuant to this agreement shall be payable, at the election of Royal Blind Society of New South Wales, by either cash, cheque or Electronic Funds Transfer into an account nominated by the employee.

14.3 An employee who has given or who has been given the required notice of termination of employment in accordance with clause 44, 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.

14.4 Salary Packaging- Flexible Remuneration Packaging (FRP)

(a) Notwithstanding subclause 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 .

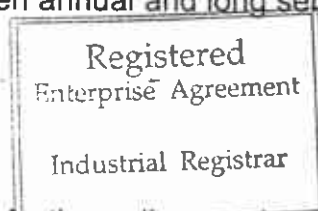
Benefits available under FRP are detailed in a Royal Blind Society of New South Wales booklet entitled "Flexible Remuneration Packaging for Employees"

(b) Occupational superannuation and Superannuation Guarantee Charge (SGC) contributions payable under the parent awards and Federal Government legislation will be paid on 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 subclause.

(d) The rate of pay which shall apply to 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 at 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.

15. Allowances

15.1 Mileage Allowance

Pursuant to subclause 38.1 an employee shall be entitled to claim an amount as follows based on engine size of the car being used:

Up to 1600cc	47.0 cents per kilometre
1601-2600cc	53.1 cents per kilometre
2601 and over	53.5 cents per kilometre

15.2 Travelling Away from Home Allowance

- (a) Pursuant to subclause 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).

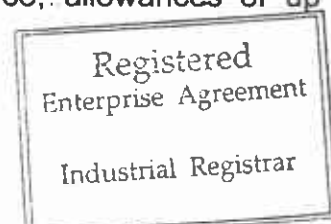
Meals - actual accounts paid or reimbursed by the employer for breakfast, lunch and evening meal to the value of \$50.00 per day including beverages.

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

- (b) An employee who is required by the employer to travel involving overnight accommodation, and who chooses to stay in other than commercial accommodation, may claim an alternative accommodation allowance of up to \$30.00 per night.

- (c) When an employee is on an authorised extended day trip, of 12 hours or more but not requiring temporary residence, allowances of up to the following values may be claimed:-

Breakfast	\$12.50
Lunch	\$12.50
Dinner	\$25.00



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

Pursuant to subclause 20.9 an employee may claim the following:-

Breakfast	\$10.00
Lunch	\$15.00
Dinner	\$20.00

15.4 Uniforms and Laundry Allowances

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

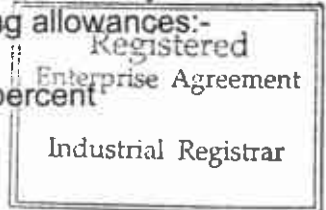
In lieu of laundering

\$ 2.00 per week

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 37 1/2 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 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 thirty-seven and half of the appropriate rate prescribed for the relevant grade, plus a loading of twenty percent with a minimum payment of four 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 subclause 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 The 'Normal Operating Hours' of Royal Blind Society of New South Wales are 7am to 7pm Monday to Friday inclusive. These hours do not apply to public holidays.
- 17.2 The arrangement of hours worked and lunch breaks shall be made by agreement between the employer and the employee.

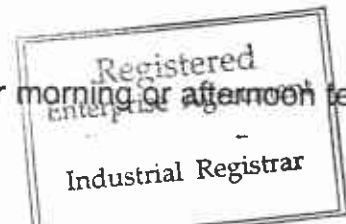
18. Extended Operating Hours

- 18.1 Extended Operating Hours to be any 7.5 hour day between the times of 7.00am and 10.00pm Monday to Friday inclusive and 8.00am to 4.00pm Saturday

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- 18.2 Where required due to client demand for employee(s) to work their ordinary hours within the extended operating hours, the employer shall:
- a) consult with employee(s) and their union representative if requested, as to the appropriateness of the proposed working arrangement
 - b) offer the proposed working arrangement to employees on a purely voluntary basis
 - c) reach agreement with the employee(s) for appropriate arrangements in regard to their safety for work performed under this clause
 - d) reach agreement with the employee(s) to trial the proposed working arrangement for three months, and to record such consultation and agreement in writing
 - e) where current staff choose not to work under the Extended Operating Hours, the employer will hire part-time and/or casual staff to fill this need.
- 18.3 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
- 18.4 employee(s) will not be required to work more than 37 1/2 hours per week within the extended operating hours without incurring overtime
- 18.5 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 hours without an unpaid meal break.



20. Overtime

- 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, or a project which can only be accomplished if extraordinary hours are worked by specifically skilled staff, payment for overtime shall apply. For the purposes of this clause, such jobs shall include seminars, expos or exhibitions and camps.

20.2 All overtime shall be authorised and approved in advance.

20.3 The rate of overtime shall be time and one-half for the first 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 time and one-half for the first two hours and double time thereafter;

(b) on a Sunday shall be paid at the rate of double 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 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 time 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 subclause 15.3 of Part B for breakfast when commencing such overtime work at or before 6.00am;

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- (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.

21. Time in Lieu

21.1 Where an employee is authorised by his or her supervisor to perform specified work which cannot be done during the ordinary hours and/or requires the employee to work in excess of their standard working hours, time in lieu shall be accrued.

21.2 All time in lieu must be authorised.

21.3 Time in lieu is accrued by a full-time employee who works a minimum of 30 minutes in excess of the standard working day, or 30 minutes outside the normal span of hours.

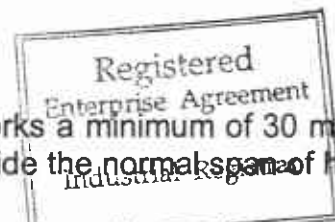
21.4 The first 2 hours of time in lieu accrue at the rate of one hour time in lieu for one hour worked - that is, where an employee works up to 9.5 hours on any one day all time worked is at single time.

21.5 Where an employee works longer than 7.5 hours on any one day, penalty rates apply - that is, first 2 hours in excess of the ordinary hours of work at single time, next 2 hours at the rate of time and one-half and double time thereafter.

21.6 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.

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

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

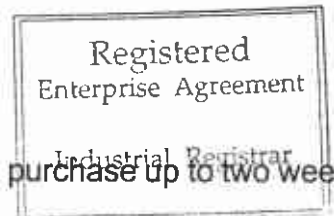


PART D - LEAVE

22. 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.

23. Purchased Leave



- 23.1 All permanent and permanent part-time employees may elect to purchase up to two weeks extra leave.
- 23.2 There is no qualifying period required for employees to gain access to the purchased leave scheme. All permanent full time and part time employees of Royal Blind Society of New South Wales are eligible to apply for the purchased leave scheme.
- 23.3 Employees may elect to purchase either 1 or 2 weeks leave each year. The leave purchased must be in whole weeks only. The leave is purchased over a 12 month period and employees are expected to stay on the scheme for the 12 month period. Employees will have an amount deducted from their ordinary salary each fortnight for a period of 26 pays. The deduction will result in a reduction in the employee's taxable income and the amount of tax paid each month.
- 23.4 No annual leave loading entitlements are payable on purchased leave.
- 23.5 Superannuation Guarantee Charge will be paid on ordinary salary prior to purchased leave being deducted from ordinary salary.
- 23.6 Purchased leave can be taken either as one day or multiple days leave.
- 23.7 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.

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- 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. Annual Leave Loading



For the purposes of this clause:-

"the Act" shall mean the Annual Holiday Act, 1944.

- 25.1 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.

26. Sick Leave

- 26.1(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 days per annum sick leave on full pay. Any unused sick leave shall remain to the employee's credit.
- 26.1(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.
- 26.2 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.
- 26.3 All period 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.
- 26.4 If a holiday pursuant to this agreement occurs during an employee's absence on sick leave, then such holiday shall not be counted as sick leave.

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- 26.5 If an employee becomes ill during a period of annual leave or purchased leave, the employee may chose to claim sick leave for the period involved provided that the minimum period of leave that will be adjusted will be 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 week of return to work and can only apply to paid sick leave entitlements.

27. 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.

28. 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, sibilings, 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.

29. Parental Leave

- 29.1 Except as varied by this provision, Part 4 of Chapter 4 of the Industrial Relations Act 1996 shall apply.
- 29.2 For the purposes of paid maternity and adoption leave, the payment of 6 weeks full pay or 12 weeks half pay maternity or adoption leave for female employees. To qualify for the first paid maternity or adoption leave a female employee must at the expected date of delivery or adoption of a child, have worked for 24 continuous months with Royal Blind Society of New South Wales. For subsequent paid maternity or adoption leave applications, a female employee must have worked for 12 continuous months. Applications for paid maternity leave must be made in writing three months prior to the expected date of delivery or adoption of a child.
- 29.3 For the purposes of paid paternity leave, the payment of 2 weeks full pay or 4 weeks half pay paternity leave for male employees who are the father of the child or adoptive child . To qualify for the first paid paternity leave application a male employee who is the father of the child or adoptive child, must at the expected date of delivery or adoption of a child, have worked for 24 continuous months with Royal Blind Society of New South Wales. For subsequent paid paternity leave applications, the father of the child or adoptive child, have worked for 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.

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

30. 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.

31. Jury Service

- 31.1 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.
- 31.2 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.

32. Public Holidays

- 32.1 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.
- 32.2 Holidays in relation to the above subclauses shall be allowed to employees on full pay. 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 4 hours work.

33. Trade Union Training Leave

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

34. Study Leave

- 34.1 An employee in their first two years of service shall be entitled to a maximum of one weeks paid leave and one weeks unpaid leave per year for approved courses.
- 34.2 Employees with a minimum of two years service shall be entitled to a maximum of two weeks paid leave and one week unpaid leave per year for approved courses.
- 34.3 Vision Impaired employees who are required to undertake guide-dog training can apply for a maximum of two weeks paid leave.

35. Leave Without Pay

- 35.1 Leave without pay is given only in exceptional circumstances, having regard to the needs of the employee and the department.
- 35.2 A maximum of 6 months leave without pay is available to employees on the basis that such leave is manageable within the department.
- 35.3 Where an employee is granted more than one 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.
- 35.4 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.



36. Family Leave

- 36.1 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.
- 36.2 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.
- 36.3 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.
- 36.4 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.
- 36.5 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.
- 36.6 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

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37. Relieving Other Members of Staff

- 37.1 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.
- 37.2 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.
- 37.3 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.

- 37.4 The percentage of the job being undertaken is to be by agreement with the department head responsible.
- 37.5 Higher duties payments shall be made when an employee acts in another position for periods of 5 days or more.

38. Travelling Allowances

- 38.1 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.
- 38.2 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.
- 38.3 An employee on an authorised extended day trip, of 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.

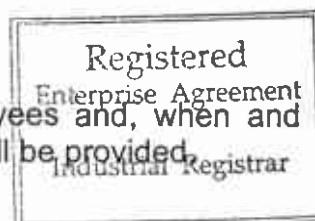
39. Uniforms and Laundry Allowances

- 39 Where the employer requires a uniform to be worn by an employee:-
- 39.1 the employer shall provide sufficient suitable and serviceable uniforms free of cost to the employee; provided that an employee, to whom a new uniform or part of a uniform has been supplied by the employer, who without good reason fails to return the corresponding article last supplied to him or her shall not be entitled to have such article replaced without payment therefor at a reasonable price;
- 39.2 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;
- 39.3 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.



40. 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.



41. Union Representatives

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).

42. 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:-

- (a) date of commencement of employment;
- (b) position title;
- (c) classification and grading;
- (d) commencing salary, flexible remuneration benefit and super guarantee charge
- (e) 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.

43. Probationary Period

- 43.1 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.
- 43.2 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.
- 43.3 Successful completion of the probationary period is required for employment to continue.
- 43.4 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.

44. Termination of Employment

- 44.1 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) salary as the case may be.

44.2 Nothing in this clause shall prevent the summary dismissal of an employee for misconduct.

45. Redundancy

45.1 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) 4 weeks notice or 4 weeks pay in lieu of notice for an employee under the age of 45 years, or 5 weeks notice or 5 weeks pay in lieu of notice for an employee over the age of 45 years; and
- (b) Severance payment on the basis of 4 weeks pay for each completed year of service for an employee under the age of 45 years, with a maximum of 30 weeks severance pay, or 5 weeks pay for each completed year of service for an employee over the age of 45 years, with a maximum of 30 weeks severance pay
- (c) Severance payment will be calculated on the ordinary salary rate.

45.2 Time Off for Job Interviews

Royal Blind Society of New South Wales will allow up to 16 hours for employees, once notified of redundancy, to attend job interviews; provided that this period does not exceed 4 hours on each occasion and that reasonable notice is given to the employee's supervisor and proof of attendance at such interviews is provided.

46. Grievance and Dispute Settling Procedures

46.1 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 Registrar for determination by the NSW Industrial Relations Commission.

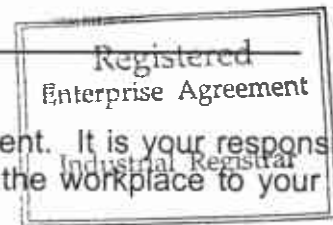
- 46.2 It is the purpose of this procedure that normal work continue while the above is being followed, excluding occupational health and safety issues, were if necessary, the employer will provide for workcover authority inspections. No party shall be prejudiced as to final settlement by the continuance 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.

47. Training and Development

- 47.1 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.
- 47.2 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.

48. Occupational Health and Safety

- 48.1 Royal Blind Society of New South Wales acknowledges the responsibilities outlines 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.
- 48.2 An Occupational Health & Safety Committee, comprising employee and employer representatives, handles health and safety matters.
- 48.3 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.
- 48.4 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. eg. 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 individuals needs, and use correct lifting techniques, not leave items in walk areas etc.
- 48.5 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.

- 48.6 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.

49. Superannuation

- 49.1 The employer will comply with the provisions of all relevant Acts and Regulations in regard to superannuation.
- 49.2 Required contributions on behalf of all eligible employees will be paid to employer approved complying superannuation funds.
- 49.3 Superannuation Guarantee Charge required contributions on behalf of all eligible employees will be paid on the prescribed legislative % of the ordinary salary rate, refer clause 13.1 and FRP Allowance refer clause 13.3(a).

50. Workers Compensation

- 50.1 The employer will comply with the provisions of all relevant Acts and Regulations in regard to Worker's Compensation.
- 50.2 Accident Pay

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 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.

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51. Labour Flexibility

- 51.1 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 de-skilling..
- 51.2 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.

52. Childcare

- 52.1 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.
- 52.2 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.
- 52.3 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.

53 Anti- Discrimination

- 53.1 The parties agree to interpret and apply the provisions of this agreement in a manner which is not in breach of the Anti-discrimination Act 1977.

54 Confidentiality

- 54.1 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 (SIXTEENTH)
16th day of NOVEMBER 1998

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

John Landau
in the presence of: }
May

Signed for and on behalf of Australia }
Federated Clerks Union NSW Branch) & }

Paul
in the presence of: }
Chris [unclear] J.P.

Signed for and on behalf of }
NSW ~~IST~~ Independent Education Union }

R. Sherman
in the presence of: }
Neal Turnbull J.P. 9702596

Signed for and on behalf of }
Media & Entertainment Arts Alliance NSW South Wales & }

[Signature]
in the presence of: }
A. Vorwe

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

[Handwritten signature]

in the presence of:

[Handwritten signature]
A.J. Capurro J.P.



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

[Handwritten signature]

in the presence of: }

[Handwritten signature]



APPENDIX "A"

OFFICES OF ROYAL BLIND SOCIETY

Head Office

4 Mitchell Street
ENFIELD
PO Box 176
BURWOOD NSW 2134
Ph: (02) 9334 3333

Northern Region

63 Laman Street
NEWCASTLE NSW 2300
Ph: (02) 4929 3361

Suite 2, 2 Brisbane Street
PO Box 1712
TAMWORTH NSW 2340
Ph: (02) 6766 9685

North Coast Office

23 Gordon Street
PO Box 1401
COFFS HARBOUR NSW 2450
Ph: (02) 6651 1863

Hunter Training Centre

24 Havelock Street
MAYFIELD. NSW. 2304
Ph: (02) 4960 2422

Central Coast Office

Shop 1
134 Erina Road
PO Box 176
GOSFORD NSW 2250
Ph: (02) 43253 686

Southern Region

9 Glebe Street
WOLLONGONG NSW 2500
Ph: (02) 4225 9727

South West Regional Office

Lewisham House
Forrest Centre
Lewisham Avenue
WAGGA NSW 2650
Ph: (02) 6925 5280

ACT & South East Regional Office

Grant Cameron Community Centre
27 Mulley Street
HOLDER. 2611
Ph: (02) 6287 4377

South Coast Office

Shop 8, Air Raid Centre
Mirrabooka Avenue
MORUYA NSW 2537
Ph: (02) 4474 3005

Far North Coast Office

Goonellabah Business & Commercial
Centre
5/22-24 Fischer Street
PO Box 4049
GOONELLABAH NSW 2480
Ph: (02) 66252 347

Central West Regional Office

10 Bathurst Road
PO BOX 1391
ORANGE. NSW. 2800
Ph: (02) 6362 6633

APPENDIX 'B'
LISTING OF CLASSIFICATIONS

Accounts Clerk
Accountant
Administration Manager
Administration Officer
Administrative Assistant
Adaptive Technology Consultant
Analyst/Programmer
Audio Technician
Borrower Follow-up Officer
Braille Instructor
Brailist
Circulation Assistant
Clerk
Co-ordinator
Communications Instructor
Computer Transcriber
Copyright Clerk
Customer Service Officer
Data Entry Operator
Despatch Co-ordinator
Donor Liaison Officer
Driver
Dubbing/Remastering Operator
Duplication Operator
Early Intervention Advisor
Education Officer
Employment Training Officer
Employment Development Officer
Estates Officer
Fundraising Committee's Liaison Officer
Gardener
Inter-Library Loan Officer
Librarian
Library Technician
Living Skills Educator
Mail Clerk
Network Support Officer
Occupational Therapist
Orthoptist
PC & Network Support Officer
Payroll Officer
Purchasing Officer

Public Relations Officer
Producer
Program Support Officer
Project Officer
Project Administrator
Production Services Manager
Promotions and Special Events Officer
Proofreader
Psychologist
Readers Adviser
Receptionist
Rehabilitation Counsellor
Rehabilitation Services Training co-ordinator
Remastering Operator
Secretary
Section Manager
Service Information Officer
Service Information Advisors
Service Development Officer
Social Worker
Software Support Analyst
Software Development & Support Manager
Supervisor
Systems Administrator
Team Leader
Technical Support Officer
Technical Resource Officer
Technology Development Officer
Technology Instructor
Telephonist
Training & Development Officer
Training Officer
TBM Instructor

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