Best Practice in Workplace Agreements
Report for the Victorian Office of the Workplace Rights Advocate
Carolyn Sutherland

31 July 2008
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About the author:


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I am grateful to Kathleen Mendan, Parvathi Suriyakumaran and Sijun Shao for their research assistance in identifying best practice clauses for this report. I would also like to thank Peter Gahan for his advice and permission to use the agreements databases prepared by the Work and Employment Rights Research Centre at Monash University. Finally, I would like to acknowledge the Workplace Research Centre at the University of Sydney for identifying approximately 50 of the examples reproduced in this report, drawing on the Agreements Database and Monitor (ADAM).
Introduction

Background

This report provides over 300 examples of ‘best practice’ provisions in workplace agreements. The report was commissioned by the Office of the Workplace Rights Advocate (OWRA). The brief from the OWRA requested a comprehensive review of workplace agreements to identify best practice initiatives within Federal and State statutory agreements, across a variety of industries, covering small, medium sized and large enterprises. It is anticipated that the identification and documentation of these provisions will encourage the parties to workplace agreements to adopt similar arrangements in the future.

The OWRA suggested that the following types of initiatives should be considered in the review of agreements:

a) Family Friendly provisions;
b) Training provisions;
c) Consultative provisions;
d) Dispute settlement;
e) Hours of work;
f) Leave arrangements (to the extent that these arrangements are not covered by family friendly provisions);
g) Alternative forms of remuneration; and
h) Any other innovative provisions as deemed appropriate.

As the review progressed, we adapted and expanded these categories to include health and well-being, diversity and other benefits.

Sources

The examples in this report have been sourced from the websites of federal and state agencies responsible for registering statutory workplace agreements. While individual statutory agreements are not published on these websites, collective agreements are generally publicly available (unless the parties have obtained an exemption from publication). To keep the report to a manageable length, the examples contain extracts from agreement clauses. In some cases, unnecessary detail and aspects which were not considered crucial to the particular issue under examination have been omitted from the example. In each case the database source, and the name and identifying number of the agreement, has been provided so that the full text of the agreement can be accessed. The website locations of the relevant databases are set out in the following table:
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Examples are also provided from template agreements which have been accessed from the following sources:

**Workplace Authority Agreement Builder**  

**QIRC template agreement**  

**AIRC model dispute resolution procedure**  

The examples from these templates are coded in the above colours to distinguish them from the examples from operational agreements.

**Arrangement of examples**

The report provides examples of best practice and innovative provisions in ten sections: work and family; diversity; hours of work; leave entitlements; training; consultation; dispute resolution; health and well-being; alternative forms of remuneration; and other benefits.

There is the potential for considerable overlap between the sections and we have made judgements about the closest fit where a particular type of provision was relevant to more than one section. For example, study leave is included in the training section (not the leave entitlement section) because it fits well with other provisions in this section relating to financial assistance for study and other training benefits. Similarly, parental leave has been included in the work and family category, whereas carer’s leave (as an aspect of personal leave) has been retained in the leave entitlements section.

The work and family section contains many arrangements with broad application. The provisions relating to part-time and home-based work, in particular, may be used to create work/life balance to accommodate a broad range of employee circumstances (beyond family commitments). These provisions are included in the work and family section because of their importance to workers with family responsibilities and their close alignment with other provisions in this section. Some of these provisions are also confined in their application to employees returning from parental leave. Other provisions in the hours of work and leave entitlements section will also be relevant to employees with family responsibilities.

We have identified the relevant industry and the number of employees covered by the agreement where the information was provided at the relevant website. Wherever possible, we have selected clauses which illustrate differences of approach between industries. For example, a large number of paid maternity leave provisions are included to reflect the varied approach to this issue across industries. ‘Best practice’ is a subjective term, and some clauses
might be considered ‘better practice’ than others, and some clauses will be better suited to a particular workplace than others.

Some care should be taken in adopting the provisions in this report, particularly where the example comes from a jurisdiction which is different from the jurisdiction in which the agreement will be registered. Prior to negotiating an enterprise agreement, the parties should seek specific advice in relation to minimum standards and content rules which may apply (particularly prohibited content rules).
Work and Family

Commitment to family friendly arrangements

**Example 1.**

**Curtin Student Guild Staff Collective Agreement 2007 – 2009**

15. **Family Friendly Workplace**

15.1 The Guild acknowledges that many Employees combine family responsibilities with work responsibilities. The Guild will endeavour to ensure that there is no direct or indirect discrimination on the basis of parenthood.

15.2 The Guild recognises that the care of children is not confined to the social and private realms of life and that family responsibilities may be the concern of any adult.

15.3 Where an Employee is required to work overtime and childcare is a particular problem, the Employee may refuse to work the overtime. No Employee shall be disadvantaged in any way as a result of refusing to work overtime under this sub-clause.

A federal employee collective agreement in the education and training industry.
Source: Workplace Authority agreements database; agreement number 071915316.

**Example 2.**

**University of New England Workplace Agreement 2006 – 2008**

15.1 The University is committed to ‘family friendly’ and ‘work/life balance’ work strategies to assist staff trying to balance work and family responsibility and balance of work and life. Flexible working arrangements may be entered into in order to accommodate the work requirements of the University and family and work life commitments of staff members where there is mutual consent. Supervisors will reasonably consider requests for these arrangements in line with this commitment.

A federal union collective agreement in the education and training industry.
Source: Workplace Authority agreements database; agreement number 06617461.
EXAMPLE 3.

International Council for Local Environmental Initiatives Limited Australia/New Zealand (ICLEI-A/NZ) Australian Services Union Collective Agreement 2006

36.1 ICLEI-A/NZ aims to provide flexible working arrangements to support employees in fulfilling their family and dependent responsibilities. ICLEIA/NZ recognise the needs of employees with family responsibilities and their right to address those responsibilities without conflict between their employment and their family responsibilities. Employees should feel free to discuss their needs with their managers.

36.2 “Family” and “dependents” includes husband, wife, defacto partner, father, mother, brother, sister, child, stepchild, parent-in-law and foster child. In accordance with ICLEI-A/NZ’s Equal Employment Opportunity Policy, the notion of “defacto partner” does not distinguish between partners of ICLEI-A/NZ employees on the basis of their gender or sexual preference.

36.3 ICLEI-A/NZ will conduct a survey of all employees with family responsibilities and should include but not be limited to:

- Child day care;
- Out of school child care;
- Extended hours child care;
- Occasional childcare;
- Vacation care programs;
- Elder care.

36.4 The parties will enter negotiations to determine and implement any measures that may assist employees with family responsibilities and should include but not be limited to:

- Leave for family responsibilities;
- Career break schemes;
- Flexible working arrangements;
- Job sharing / permanent part time work;
- Employer supported childcare;
- Information / referral service.

36.5 The parties agree that the survey should be completed within six (6) months of the date of lodgement of this Agreement with the Office of the Employment Advocate, and the results published.

36.6 Arrangements to implement initiatives identified by the survey should be negotiated to finality within 12 months of the date of operation of this agreement.

36.7 Measures taken to address the needs of employees with family responsibilities will be
EXAMPLE 4.
University of Technology Sydney, Students’ Association (PACCT) Enterprise Agreement 2007 – 2010

3.7 Flexible Forms Of Employment

During the life of this Agreement, the parties will meet to develop policy on flexible forms of employment including, by mutual agreement, job-sharing and temporary transfer to part time work.

Source: NSWIRC agreements database; enterprise agreement number EA07/4.

EXAMPLE 5.
Greening Australia Queensland Agreement 2006-2009

3.12 Flexible Work Practices

GAQ management is open to negotiation on any flexible work situation. These situations could be applied for a period of six months or more and would require reviewing at least every twelve months.

There are a number of options and each of these must be considered relative to individual position descriptions and the remuneration structure. Not all staff would have access to all the options because of the nature of their individual responsibilities.

Source: Workplace Authority agreements database; agreement number 06328991.
Right to request part-time work

**EXAMPLE 6.**

**Workplace Authority Agreement Builder**

**Requests for part-time work**

The employer is committed to providing employees with greater flexibility in their working arrangements. Part-time work arrangements will be available to full-time employees to enable them to balance their work and personal commitments in circumstances such as the following:

- when returning from maternity or parental leave;
- pre-retirement transition; and
- short-term requests arising from personal illness, carer’s needs and study commitments.

The employer will consider all requests for part-time work, having regard, as appropriate, to some or all of the following:

- the employee’s circumstances;
- the nature of the role;
- the cost of making part-time work available;
- alternative arrangements, as discussed with the employee and other staff;
- the impact on customer service;
- the availability of suitable replacement staff; and
- the operational needs of the employer and those of other employees in the work area.

The employee will be advised in writing as to whether their request for part-time work has been approved by the employer.

A part-time employee will receive the equivalent proportionate entitlements of a full-time employee working 38 ordinary hours per week.

The employee may only revert back to full-time work with the approval of the employer. Approval will not be unreasonably withheld.

**EXAMPLE 7.**

**Royal Automobile Club of Tasmania Limited Staff Agreement 2006**

**Part VIII Flexible Work Practice Strategy**

The parties agree in principle to introduce a flexible work practice strategy to assist employees with lifestyle decisions. The strategy would provide a mechanism for employees to transfer from full-time to part-time employment which would also provide a transition from full-time employment to retirement.

The Flexible Work Practice Strategy would assist RACT by retaining knowledge and skill in the
Royal Automobile Club of Tasmania Limited Staff Agreement 2006

Organisation to assist with workforce and succession planning and organizational development. Implementation will be subject to the availability of part time opportunities, given work demands and the staffing profile required to service member requirements. The move from full-time employment to part-time employment would be subject to no disadvantage in working conditions which would be accrued and paid on a pro rata basis.

A federal union collective agreement in the financial and insurance services industry.
Source: Workplace Authority agreements database; agreement number 06802178.

Example 8.

Department of the Environment and Heritage (DEH) Collective Agreement 2006-2009

E66. The parties to this Agreement recognise the value of part-time workers to DEH and the needs/preferences of some employees to be able to work part-time. This Agreement continues to focus on removing barriers to part-time work and job-sharing.

E67. A part-time employee is one whose ordinary hours of work are less than 147 hours over a four week period (the settlement period). Part-time work is a means of assisting employees to balance their work and family or other responsibilities.

E68. A full-time employee may request in writing to work on a part-time basis, either for a specified period or on an ongoing basis. The Agency Head (delegate) may approve a request for part-time work. Requests for part-time work or job sharing should be considered in the light of operational requirements and cost. The Agency Head (delegate) must advise the employee and relevant corporate branch in writing of the outcome of their request within three weeks of the lodgement of the request.

E70. Remuneration and other conditions are calculated on a pro-rata basis, apart from allowances of a reimbursement nature where a part-time employee will receive the same amount as a full-time employee.

E71. Part-time work arrangements, including variations, must be set out in a written Part-Time Work Agreement between the employee and manager, and copied to the relevant corporate branch. The agreement must specify:

• the part-time hours to be worked during a settlement period;
• the standard hours to be worked;
• the duration of the agreement;
• dates for a periodic review of the part-time work arrangement; and
• any specific arrangements that are necessary to facilitate part-time work.

E72. Part-time hours included in a Part-Time Work Agreement must be within the bandwidth hours as specified in clause E16.
Department of the Environment and Heritage (DEH) Collective Agreement 2006-2009

E73. A manager may initiate the introduction of part-time employment after consideration of the operational requirements and cost effectiveness. A full-time employee will not be required to convert to part-time hours, or a part-time employee extend their part-time hours without their agreement.

E74. A full-time employee who has approval to work part-time must revert to full-time employment at the end of the agreed period unless an extension has been approved. A request to revert to full-time hours prior to the end of the agreed period, or vary the number of hours worked, should be considered in the light of operational requirements and cost.

E75. Where during an agreed period of part-time work, a manager requires an employee to change their regular pattern of work due to operational requirements, the manager will provide the employee with sufficient notice that recognises the employee’s work/life balance.

E76. The part-time work agreement must ensure that any single period of attendance is not less than three hours.

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A federal union collective agreement in the Commonwealth public service.
Source: Workplace Authority Agreements Database; agreement number 06496795.

Example 9.

Box Hill Enterprises Collective Agreement 2006-2008

Temporary Adjustment to Time Fraction

35.15 An employee may apply to Box Hill Enterprises for a temporary adjustment of their position time fraction. Box Hill Enterprises may agree to a temporary adjustment of the time fraction applying to the position for a specified period of time, having regard to the employee’s reasons and the operational requirements of Box Hill Enterprises. Reversion to the prior time fraction shall occur at the conclusion of the temporary adjustment unless otherwise agreed between the employee and Box Hill Enterprises.

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A union collective agreement in the education and training industry, covering 20-99 employees.
Source: Workplace Authority agreements database; agreement number 061100762.

Part-time work after parental leave

Example 10.

International Council for Local Environmental Initiatives Limited Australia/New Zealand (ICLEI-A/NZ) Australian Services Union Collective Agreement 2006

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38. **Return to Work After Maternity Leave**

38.1 ICLEI-A/NZ understands that following the birth of a child an employee’s relationship with the Organisation is likely to change. ICLEI-A/NZ recognises that some employee's personal needs may change following the completion of maternity leave. Accordingly, for employees who do not immediately wish to return to full time employment, ICLEI-A/NZ may, where possible, offer part time employment for a maximum of 2 years after the birth of a child.

38.2 Understandably, it will be necessary to agree on the terms of the arrangement to meet the needs of both ICLEI-A/NZ and the employee. It may not be possible under this option to return on a part time basis to the specific job an employee leaves, however all options will be considered in meeting the needs of the individual. Position status will be protected to the extent that ICLEI-A/NZ will make every effort to allow the employee to return to his or her former position. However, where the position is not available, the employee will be assigned to a similar position for which they are suitably qualified. Remuneration will be at an equal level, or above, that which the employee was on before taking leave.

43. **Return to Work After Secondary Care-Giver Leave**

43.1 ICLEI-A/NZ understands that following the birth of a child an employee’s relationship with the Organisation is likely to change. ICLEI-A/NZ recognises that some employee's personal needs may change following the completion of Secondary Care-Giver/Paternity leave. Accordingly, for employees who do not immediately wish to return to full time employment, ICLEI-A/NZ may, where possible, offer part time employment for a maximum of 2 years after the birth of a child.

43.2 Understandably, it will be necessary to agree on the terms of the arrangement to meet the needs of both ICLEI-A/NZ and the employee. It may not be possible under this option to return on a part time basis to the specific job an employee leaves, however all options will be considered in meeting the needs of the individual. Position status will be protected to the extent that ICLEI-A/NZ will make every effort to allow the staff member to return to his or her former position. However, where the position is not available, the employee will be assigned to a similar position for which they are suitably qualified. Remuneration will be at an equal level, or above, that which the employee was on before taking leave.

A federal union collective agreement.
Source: Workplace Authority agreements database; agreement number 071658865.
**EXAMPLE 11.**

**Department of the Environment and Heritage (DEH) Collective Agreement 2006-2009**

E69. Any employee returning from Parental or Maternity Leave will have the right to work part-time hours during the period within two years of the birth (or in the case of adoption, within two years of the placement) of the child. Beyond this period, access to part-time work for such employees should be considered favourably, subject to operational requirements.

A federal union collective agreement in the Commonwealth public service.
Source: Workplace Authority Agreements Database; agreement number 06496795.

**EXAMPLE 12.**

**Edith Cowan University General Staff Certified Union Collective Agreement 2006**

46.11 An employee may apply to work part-time on their return from parental leave. Any part-time work arrangement that is agreed will be recorded as a variation to the contract of employment between the University and the employee. Where it is agreed that the employee shall return to work on a part time basis he or she has the right to revert to their former position when returning to full time work.

A union collective agreement in the higher education sector covering 500 or more employees.
Source: Workplace Authority agreements database; agreement number 06492388.

**EXAMPLE 13.**

**UNSW (Academic Staff) Enterprise Agreement 2006**

34.12 **Return to Work on a Part-Time Basis**

(a) A full-time employee on a period of parental leave may return to work on a part-time basis for a defined period following the completion of the parental leave. An employee may request to extend the defined period until the child reaches school age.

(b) An application to return to work on a part-time basis must be made at least eight weeks prior to the completion of the parental leave.

(c) If it is not practicable for an employee to resume work on a part-time basis in the position which s/he held prior to taking parental leave, the employee will be so advised. If in such circumstances the University identifies a suitable vacant position to which the employee may be placed on a part-time basis, and the employee agrees, the employee will be placed in the alternate position and be paid the appropriate proportion of the salary applicable to her/his former substantive position for the period of part-time employment.

(d) At the conclusion of the period of part-time employment, the employee will return to her/his
UNSW (Academic Staff) Enterprise Agreement 2006

A substantive position on a full-time basis. If the former position occupied by the employee prior to taking parental leave no longer exists, the provisions of subclause 34.11(c) and (d) above will apply.

34.13 Support for Parents Returning to Work After Parental Leave

The parties recognise the importance of providing support for employees with young children and note initiatives introduced by University policy in this area such as the establishment of the Career Advancement Fund to provide grants to women returning from maternity leave to assist them in re-establishing their research profiles.

Example 14.


14.2 The company will meet requests from full-time employees returning from maternity leave for temporary part-time work of up to twelve months, to assist these employees with their transition back to work and their status as a carer. The Company will consider roster requests from these employees to apply during this twelve month period, taking into account the operational requirements of the business and its peak trading periods and will endeavour, where practicable, to meet such roster requests. At the end of the period of part-time employment, the employee must elect either to remain in part-time employment, or revert to full-time employment, subject in either case to normal rostering principles.

Example 15.

Bulla Dairy Foods Colac Operations Enterprise Agreement

36.11.1. Employees responsible for the care of their children, or pregnant women, may agree with their Employer to work part time up to the child's second birthday, or in the case of adoption for up to two years from the time of adoption.

36.11.3. Before commencing a period of part-time employment under this clause the employee and the Employer must agree:

36.11.3.1. that the employee may work part-time;
36.11.3.2. upon the hours to be worked by the employee, the days upon which they will be worked and commencing times for the work;
36.11.3.3. upon the classification applying to the work to be performed; and
**Bulla Dairy Foods Colac Operations Enterprise Agreement**

36.11.3.4. upon the period of part-time employment.

36.11.3.5. The terms of this agreement or any variation to it shall be reduced to writing and retained by the Employer. A copy of the agreement and any variation to it shall be provided to the employee by the Employer.

36.11.4. Any termination entitlements payable to an employee whose employment is terminated while working part-time under this clause, or while working full-time after transferring from part-time work under this clause, shall be calculated by reference to the full-time rate of pay at the time of termination and by regarding all service as a full-time employee as qualifying for a termination entitlement based on the period of full-time employment and all service as a part-time employee on a pro rata basis.

A federal union collective agreement in the food manufacturing industry.
Source: AIRC agreements database; agreement number AG846950.

**EXAMPLE 16.**

**North Central Goldfields Regional Library Corporation Certified Agreement**

2004-2007

19.2 **Right to return to part time work [after parental leave].**

In addition to all award entitlements all employees on parental leave shall be entitled to return to the organisation on a full time or part-time basis in the same or similar job to that occupied prior to the parental leave. The employee and the employer shall agree on the number of days, weekdays and spread and number of hours the employee is able to work at least 2 months prior to their return to work.

A federal collective agreement in the public administration industry.
Source: AIRC agreements database; agreement number AG836026.

**EXAMPLE 17.**

**UnitingCare Ageing Enterprise Agreement 2007-2009**

24.10 **Return to Work - Maternity Leave**

(a) An eligible employee who has given the required written notice is entitled to return to work in accordance with section 66 of the Act.

(b) An eligible employee may make application to their employer to return to duty for less than the full-time hours they previously worked by taking weekly leave without pay. Such return to work is to be according to the following principles:

(i) the period is to be limited to twelve months after which the full-time duties must be resumed;

(ii) the employee is to make an application for leave without pay to reduce their full-time weekly hours of work. This application should be made as early as possible to enable the
UnitingCare Ageing Enterprise Agreement 2007-2009

employer to make suitable staffing arrangements. At least four weeks’ notice must be given;

(iii) the quantum of leave without pay to be granted to individual employees is to be at the absolute discretion and convenience of the employer;

(iv) salary and conditions of employment are to be adjusted on a basis proportionate to the employee’s full-time hours of work, that is for long service leave the period of service is to be converted to the full-time equivalent and credited accordingly.

(v) Full-time employees who return to work under this arrangement remain full-time employees.

24.20 Return to Work - Paternity Leave

(a) An eligible employee who has given the required written notice is entitled to return to work in accordance with section 66 of the Act.

(b) An eligible employee may make application to their employer to return to duty for less than the full-time hours they previously worked by taking weekly leave without pay. Such return to work is to be according to the following principles:

   (i) the period is to be limited to twelve months after which the full-time duties must be resumed;

   (ii) the employee is to make an application for leave without pay to reduce their full-time weekly hours of work. This application should be made as early as possible to enable the employer to make suitable staffing arrangements. At least four weeks’ notice must be given;

   (iii) the quantum of leave without pay to be granted to individual employees is to be at the absolute discretion and convenience of the employer;

   (iv) salary and conditions of employment are to be adjusted on a basis proportionate to the employee’s full-time hours of work, that is for long service leave the period of service is to be converted to the full-time equivalent and credited accordingly.

   (v) Full-time employees who return to work under this arrangement remain full-time employees.

A union collective agreement in the health services industry.
Source: NSWIRC agreements database; agreement number EA08/11.
## Support for breastfeeding mothers

**Example 18.**

**Department of the Environment and Heritage (DEH) Collective Agreement 2006-2009**

**Lactation breaks**

B13. Nursing mothers are entitled to take lactation breaks and, where possible, suitable facilities will be provided.

A federal union collective agreement in the Commonwealth public service.
Source: Workplace Authority agreements database; agreement number 06496795.

**Example 19.**

**Public Health Sector (Medical Scientists, Pharmacists and Psychologists) Royal Women's Hospital Certified Agreement 2004-2007**

47. **Breast-feeding facilities**

The Employer will provide private and comfortable areas at each worksite for staff members who are breast-feeding to enable them to express milk or to feed children whilst at work.

A union collective agreement in the health and welfare services industry.
Source: AIRC agreements database; agreement number AG838818.

**Example 20.**

**Frankston City Council Enterprise Agreement No. 5 2007**

19. **Breast Feeding Facilities**

Council will, where practicable, provide appropriate facilities for nursing mothers to express and store milk.

A union collective agreement in the public administration and safety industry.
Source: Workplace Authority database; agreement number 072005484.
EXAMPLE 21.

Canberra Institute of Technology Union Collective Agreement for Teaching Staff
2006 to 2009

41. Nursing Mothers

41.1 Teachers who are breastfeeding will be provided with the facilities and support necessary to enable them to combine a continuation of such breastfeeding with their employment.

41.2 The parties note that CIT [Canberra Institute of Technology] has established and maintains rooms for nursing mothers. Current arrangements will be reviewed subject to need.

41.3 Up to one hour paid lactation breaks per day/shift will be available for nursing mothers.

A federal union collective agreement in the education and training industry, covering more than 500 employees.
Source: Workplace Authority agreements database; agreement number 061129752.

EXAMPLE 22.

Curtin Student Guild Staff Collective Agreement 2007 – 2009

15.4.1 For Employees who have one or more children in care in the Centre, the Centre commitment to providing a family friendly workplace includes the accommodation of working hours, and flexibility of times of usual breaks, as required for breast feeding, or feeding of expressed or bottled milk, or attending to other feeding requirements of the Employee’s children.

15.4.2 Employees with parental responsibilities shall, in the first twelve (12) months of returning to work from parental leave, be entitled to paid leave of up to one hour per month for child care assistance.

A federal employee collective agreement in the education and training industry.
Source: Workplace Authority agreements database; agreement number 071915316.

EXAMPLE 23.

International Council for Local Environmental Initiatives Limited Australia/New Zealand (ICLEI-A/NZ) Australian Services Union Collective Agreement 2006

45 Parent Services

45.1 In order to facilitate the balance of work and parental responsibilities and to create the facility for efficient working arrangements the employer will provide the following services to employees who are parents.

45.2 The employer will recognise the rights of employees who are nursing mothers to a work environment which is clean and safe from hazardous chemicals and materials.

45.3 The employer will provide comfortable, private facilities for expressing and storing breast
**International Council for Local Environmental Initiatives Limited Australia/New Zealand (ICLEI-A/NZ) Australian Services Union Collective Agreement 2006**

milk and to negotiate means for women to have breaks to breast feed if the child is in nearby care.

45.4 The employer will make available on an as needs basis a pager or appropriate communication device to assist employees who are expectant partners and whose employment (field work, travelling to various work locations) makes it difficult to be contacted, especially if there is concern for the birth.

45.5 Expectant parents (including fathers) are not allowed to travel in the 6 weeks prior to the expected date of birth.

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**Example 24.**

**North Central Goldfields Regional Library Corporation Certified Agreement 2004-2007**

**20. Breastfeeding facilities for Nursing Mothers**

The organisation recognises the rights of employees who are nursing mothers to a work environment, which is clean and safe from hazardous chemicals and materials.

The organisation agrees to consult with the Consultative Committee with the aim of establishing comfortable, private facilities for expressing and storing breast milk and to negotiate means for women to have breaks to breast feed if the child is in nearby care.

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A federal union collective agreement covering 20-99 employees.
Source: Workplace Authority agreements database; agreement number 071658865.

A federal union collective agreement in public administration.
Source: AIRC agreements database; agreement number AG836026.
Job sharing

**EXAMPLE 25.**

**Workplace Authority Agreement Builder**

Job sharing is an arrangement where two or more employees voluntarily share all of the duties and responsibilities of an established position. Employees may be eligible for job sharing where one full-time job is divided between two or more employees, each of whom works an agreed portion of the job and share responsibility for the total workload. If the employees involved in a job sharing arrangement cannot reach agreement on hours to be worked, then the employer may prescribe the hours.

Employees who choose to job share will be classified for the purpose of this Agreement as part-time employees and will be entitled to all the benefits and conditions available to part-time employees under this Agreement.

Where an employee expresses interest in a job sharing arrangement, and the employer agrees, the employer and the employee will try to find another interested job sharer.

**EXAMPLE 26.**

**IMB Ltd Collective Agreement 2006**

7.8 Job sharing is an arrangement where two employees voluntarily share all the duties and responsibilities of a continuing or fixed-term position

7.9 Job sharing of full time positions does not extend to sharing on a part day basis

7.10 Job sharing employees are entitled, on a pro-rata basis, the same conditions as provided for permanent full time employees under this agreement.

7.11 The conditions under which Job Share arrangements shall operate will be detailed in the IMB Ltd Job Share Policy as varied from time to time.

7.12 IMB will permit employees to enter into job share arrangements in identified positions, provided:

- The IMB is satisfied that the level of efficiency will not suffer as a result of the arrangement
- Minimal additional supervision and administration is required
- Minimal additional support costs are incurred and
- The arrangements are clearly understood by both parties from the outset, (including how such arrangements may be terminated), and are varied as little as possible.

7.13 At all times, IMB maintains the discretion to refuse an application for job share.

A federal non-union collective agreement in the financial services industry, covering 100-499 employees. Source: Workplace Authority agreements database; agreement number 06487955.
Example 27.

Yarra Plenty Regional Library Service Enterprise Agreement 2006-2009

14 The parties recognise the value of retaining and/or employing highly skilled and motivated staff through the process of job-share. Job-share means more than one employee carrying out the duties of a designated position/s within the library service. Job share will be available for all positions providing they meet the objectives and operational requirements of the organisation. Only full-time positions may be considered for job-share.

Job share may be initiated by:

- People both internal and external to the organisation when a vacancy arises.
- Employees currently holding a position.

Employment conditions and standards applying to job-share positions shall be the same as for all other designated positions.

Annual review shall apply to job-share employees on the same basis as other positions.

If one party in the job-share resigns, or takes extended leave, the remaining person shall not be disadvantaged. Job-share proposals will be assessed case by case and should not be unreasonably refused.

Should any of the three parties be dissatisfied with the process of deciding the position for job-share, normal grievance procedures will apply.

Vacant hours will be offered to the remaining party, if they do not wish to assume them, the position will be declared vacant.

For best practice, job share staff should have roster time specifically for communication to a minimum of 2 hours per fortnight.

A federal union collective agreement in the arts and entertainment industry, covering 100-499 employees.

Source: Workplace Authority agreements database; agreement number 06957905.
EXAMPLE 28.

**Department of the Environment and Heritage (DEH) Collective Agreement 2006-2009**

E80. DEH encourages and will facilitate the use of job sharing arrangements where feasible. Part-time work can be used for job sharing arrangements where both employees are at the same classification level.

E81. Where the use of job sharing arrangements would result in greater operational efficiency, the Agency Head (delegate) may require two part-time employees at the same classification level with similar duties and compatible patterns of work, to enter into a job sharing arrangement, taking into account the need for the duties to be performed on a continuing basis. At least one month’s notice must be given to the employees.

A federal union collective agreement in the Commonwealth public service.
Source: Workplace Authority agreements database; agreement number 06496795.

EXAMPLE 29.

**Brightwater Care Group Incorporated Health Service Union Collective Workplace Agreement 2007**

12(2) All employees are entitled to apply to job share, subject to the provisions of this clause.

12(3) Job sharing will only be considered in circumstances where:

- the position which is to be shared is considered suitable for sharing between two people;
- the benefits of job sharing outweigh the benefits of creating two part-time positions.

A federal union collective agreement in the health care and social assistance industry, covering more than 500 employees.
Source: Workplace Authority agreements database; agreement number 072334436.
EXAMPLE 30.

Greening Australia Queensland Agreement 2006-2009

3.13.1 Two employees may fill any full-time position on a job-sharing basis where such an arrangement is able to fulfil the requirements of the position and there is agreement between the employees and the employer. Employees so employed shall be entitled to all leave prescribed by these Employees Conditions of Employment and Handbook on a pro-rata basis. All other provisions of these Conditions of Employment shall apply.

3.13.2 Appointments made pursuant to this clause shall be subject to an annual review to assess the effectiveness of the arrangement. The participating employees and the employer shall jointly conduct the review.

A federal employee collective agreement, covering 100-499 employees. 
Source: Workplace Authority agreements database; agreement number 06328991.

Home-based work/telecommuting

Workplace Authority Agreement Builder

An employee may be given approval to work from home on a regular or short-term basis. Any arrangement to work from home is at the discretion of the employer and is subject to the operational requirements of the workplace. Consideration of operational requirements will include an assessment of the effect the proposal will have on individual workloads and the team as a whole.

Prior to the commencement of any arrangement to work from home, the employer and employee will agree on:

• the provision and maintenance of equipment;
• the address, telephone number, facsimile number and email address of the home-based site;
• the area of the home-based site to be deemed the workplace;
• any alterations to the home-based site and facilities that may be required as a result of security and occupational health and safety requirements;
• ongoing communication and contact with other team members;
• the days and hours of duty at the home-based site; and
• the duration of the arrangement and agreed period of notice for the purpose of terminating the arrangement.
### Example 31.

**Greening Australia Queensland Agreement 2006-2009**

3.12.1 Where there is no impact on other responsibilities, staff may wish to negotiate working from home. GAQ should know their movements at all times should they need to be contacted. Any proposal needs to be approved by GAQ before commencement of same.

A federal employee collective agreement, covering 100-499 employees.  
Source: Workplace Authority agreements database; agreement number 06328991.

### Example 32.

**City West Water Collective Agreement 2006**

55 Where deemed appropriate and subject to the nature of the role, employees may be permitted by the Company to work from home (telecommute). Such employees will be authorised to log onto City West Water's network from their personal computer or a computer provided by City West Water.

Full-time employees are required to spend a minimum three days a week (or the equivalent thereof spread over the week) in the office. Thus, employees are able to work a maximum of two days per week (or the equivalent thereof spread over the week telecommuting).

An employee's home workspace must comply with certain Occupational, Health and Safety guidelines. It must be approved as a suitable work environment that is conducive to productive and safe working, allows a clear separation of working and non-working time, and has an appropriate level of security and confidentiality for the work being performed. This assessment will be made by City West Water in accordance with its Occupational, Health and Safety procedures.

The operational requirements of some roles are more easily performed from an employee's home. Eligibility is determined in accordance with the following factors:

1. systems required to perform the employee’s role;
2. the amount of customer contact required from the employee’s role;
3. the nature of the work performed;
4. working arrangements/requirements from other members of a department; and
5. any other relevant considerations.

Employees wishing to telecommute need to consult with their manager and Human Resources to agree on a suitable arrangement, and to review an employee’s home working environment.

The Company reserves the right to alter telecommuting arrangements at its discretion by providing employees with at least 2 weeks prior notice.

A federal union collective agreement in the electricity, gas, water and waste services industry, covering 100-499 employees.
City West Water Collective Agreement 2006

Source: Workplace Authority agreements database; agreement number 061117480.

**EXAMPLE 33.**

Golden Casket Lottery Corporation Limited Union Collective Agreement 2007

6.2 Where it suits both the Corporation and the employee, an employee may undertake their duties from home. Final agreement to a request to work from home shall be at the discretion of management. Any work from home arrangement shall be contingent upon the following:

6.2.1 Any arrangement between the parties must be in writing clearly setting out details such as:
   a) hours of work
   b) supply and use of office equipment
   c) a review period; and
   d) a reasonable notice period to terminate the arrangement

6.2.2 Hours of work should fall within the span of ordinary hours. An employee may request to work outside the span of ordinary hours at their ordinary rate of pay where it better suits their needs and also the needs of the Corporation.

A federal union collective agreement in the arts and recreation services industry, covering 100-499 employees.
Source: Workplace Authority agreements database; agreement number 072185651.

**EXAMPLE 34.**

Savings & Loans Employees' Certified Agreement 2005

41.1 Savings & Loans recognises that working from home may be a viable employment option that allows staff greater flexibility in balancing work and family commitments. Therefore, Savings & Loans will consider requests for a work from home arrangement unless it is determined that such arrangements are impractical, given the nature of the job. Any such arrangement will be at the discretion of Savings & Loans. Working from home is not to be interpreted as an individual Agreement but a flexible work arrangement that suits the circumstances of the employee and Savings & Loans.

41.1 For the purpose of this clause, and unless otherwise determined, a WFH [working from home] position is a position whereby the regular performance of ordinary hours of duty, or part thereof, may occur at the employees place of residence.

41.2 The parties to this Agreement recognise that ordinary hours of duty may vary from the normal span of hours as defined in clause 14.1, in order to suit individual needs. All other provisions and entitlements under this Agreement will apply.

41.3 Prior to entering into a WFH arrangement, agreement is to be reached on:
**Savings & Loans Employees' Certified Agreement 2005**

- the scheduling of hours/days to be worked at home and the workplace
- arrangements relating to additional hours/days beyond the agreed schedule
- the WFH trial period and review arrangements
- arrangements regarding use of Savings & Loans equipment
- OH&S, confidentiality and security requirements in relation to the designated work area at home
- arrangements regarding inspections of the work area at home
- arrangements regarding the reimbursement of incidental costs e.g. phone calls, additional phone line, travelling expenses etc
- arrangements regarding communication and the sharing of information between Savings & Loans and the staff member
- future employment arrangements on cessation of a WFH arrangement.

41.4 A WFH arrangement may be revoked by either party by giving 4 weeks notice. If a WFH arrangement is revoked, the staff member will be offered their former position under normal workplace arrangements.

A federal union collective agreement in the financial and insurance services industry.
Source: AIRC agreements database; agreement number AG844362.

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**Child and Dependant care**

**Commitment to childcare**

**Example 35.**

**Australian Film Commission Certified Agreement 2005-2008**

87.1 The AFC is committed to supporting employees in accessing a range of child and dependent care services. This can include but is not limited to assistance in meeting the costs of emergency child care services [see below], and provision of information about child and dependent care services.

87.2 Subject to the availability of suitable accommodation space in the longer term, it is the AFC's intention to provide a Carer's Room at the AFC's Acton premises.

A federal union collective agreement in the arts and entertainment industry.
Source: AIRC agreements database; agreement number AG842395.
EXAMPLE 36.

**Ford Australia Enterprise Agreement 2003**

9.2 The Geelong shop floor Diversity Resource person will co-ordinate a Geelong Childcare Sub Committee and provide recommendations to the JSIC regarding childcare issues in Geelong.

$25,000 carried forward from the 2000 EBA and up to an additional $25,000 will be made available during the life of this Agreement, to support the recommendations once endorsed by the JSIC.

The Geelong Childcare Sub Committee will be established within 3 months of certification of this agreement. Recommendations will be presented to the JSIC within 6 months of the certification of this agreement.

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A union collective agreement in the manufacturing industry.
Source: AIRC agreements database; agreement number AG828610.

EXAMPLE 37.

**International Council for Local Environmental Initiatives Limited Australia/New Zealand (ICLEI-A/NZ) Australian Services Union Collective Agreement 2006**

41.1 ICLEI-A/NZ will investigate the availability of childcare for ICLEI-A/NZ employees within walking distance of the ICLEI-A/NZ office for occasional childcare, and school holidays and provide information during new employee induction.

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A federal union collective agreement covering 20-99 employees.
Source: Workplace Authority agreements database; agreement number 071658865.

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**On-site childcare/family facilities**

EXAMPLE 38.

**Workplace Authority Agreement Builder**

- **Childcare facilities**
  
  The employer recognises that employees may have family responsibilities. The employer provides on-site childcare facilities for use by all employees as a key strategy to attract and retain staff.

- **Dependant Care - provision of a family room**
  
  In recognition of dependant care responsibilities, the employer will establish and maintain a family room to facilitate family or personal needs. The room is intended for occasional use by employees to cater for family or personal needs or emergency care situations. The family room is available for an employee to bring children or other dependent family members into work when unable to arrange any alternative childcare or other care arrangements.
Where a family room is provided, it will include facilities consistent with its use, including facilities for breast-feeding and for expressing breast milk.

Where the child or other dependent family member is ill, personal/carer’s leave should be used if possible. However, if the employee brings an ill dependent family member to the workplace, the dependent family member must not have an infectious illness or disease. To ensure that the health of the other employees is not being jeopardised, a medical certificate issued by a registered health practitioner must be provided if requested by the employer.

The employee will be required to provide constant on-hand supervision of their child or other dependent family member at all times in the family room.

**Example 39.**

**Star City Enterprise Agreement 2006**

Star City is committed to the provision of an environment that attempts to balance work and family responsibilities. Changes to the method by which Star City continues to provide childcare benefits may be introduced after consultation between Star City, the union and affected employees. To that end Star City will provide a range of assistance which may include a 24-hour childcare facility available to eligible employees at a subsidised rate. Where an employee utilises this childcare facility, Star City shall have the right to deduct from the employee’s salary the childcare charges upon authorisation from the employee.

A federal union collective agreement in the hospitality industry.
Source: Workplace Authority agreements database; agreement number 06967655.

**Example 40.**

**University of Technology Sydney, Students’ Association (PACCT) Enterprise Agreement 2007 – 2010**

7.4.1 An employee responsible for the care of a child shall be entitled to bring the child to work by agreement with other employees in the workplace, where this does not conflict with the performance of the employee's duties or the duties of other employees.

A union collective agreement in the education and training industry.
Source: NSWIRC agreements database; enterprise agreement number EA07/4.
**Reimbursement of childcare costs**

**Example 41.**

**Workplace Authority Agreement Builder**

**Subsidised school holiday care**

The employer will contribute to the cost of school holiday care where an employee has not had their request for leave approved during scheduled school holidays. On production of a receipt from a school holiday care provider, the employer will reimburse the employee $30 per day per child, up to a total of $150 per employee per week.

**Dependant care – reimbursed care expenses**

The employer will reimburse an amount up to $300 per year to an employee who incurs costs in caring for dependants. This benefit is available for uses that directly benefit the employee’s dependants. Examples of appropriate uses are the cost of creche facilities, kindergarten fees and nursing home fees. Dependant care costs will be reimbursed on presentation of appropriate invoices or receipts.

**Dependant care – after hours**

Where an employee is required to perform duties outside normal hours of work and normal care arrangements for dependants are unavailable (e.g. partners, family, etc), the employer will reimburse reasonable and unavoidable costs associated with the care of dependants.

Applications for reimbursement will be made to the employer and must include an invoice from a care provider with an Australian Business Number (ABN), or where the payment for care is less than $50, a receipt from the care provider will be required.

**Example 42.**

**International Council for Local Environmental Initiatives Limited Australia/New Zealand (ICLEI-A/NZ) Australian Services Union Collective Agreement 2006**

14.6 ICLEI-A/NZ will reimburse reasonable additional child care expenses incurred directly as a result of travelling overseas or away from home within Australia. Expenses will also be reimbursed incurred from training and out-of-hours meetings resulting in longer working hours. Expenses to be pre-approved by the line manager. The maximum reimbursement under normal circumstances will be $500 per year.

14.7 Costs in excess of $500 per year may be approved by the Executive in exceptional circumstances. Exceptional circumstances includes those which could not have been reasonably predicted such as illness and which arise directly as a result of staff travel.

A federal union collective agreement covering 20-99 employees.

Source: Workplace Authority agreements database; agreement number 071658865.
**EXAMPLE 43.**

**University of Technology Sydney, Students’ Association (PACCT) Enterprise Agreement 2007 – 2010**

7.4.2 The Students’ Association shall pay any costs additional to usual costs incurred for childcare by an employee who is required to work overtime. This amount may also be paid directly to a childcare agency.

A union collective agreement in the education and training industry.
Source: NSWIRC agreements database; enterprise agreement number EA07/4.

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**EXAMPLE 44.**

**Australian Film Commission Certified Agreement 2005-2008**

87.1 The AFC is committed to supporting employees in accessing a range of child and dependant care services. This can include but is not limited to assistance in meeting the costs of emergency child care services, and provision of information about child and dependant care services.

87.3 Where employees are required to work or to travel on a weekend, a public holiday, or outside their normal pattern of hours, reasonable child care costs will be paid with receipts to be provided.

87.4 Where an employee with school children has an application for leave during school holidays refused, or has approved leave cancelled because of AFC business requirements during school holidays, the AFC will reimburse up to $20 (including GST) per child per day of the amount paid by the employee for each school child attending approved or registered care during the school holiday period. The AFC will meet, in full, reasonable costs of such child care where an employee is required to return from approved leave early because of AFC business requirements.

87.5 Non-ongoing or fixed term employees employed for less than 12 months will not normally be eligible for the subsidy.

87.6 The reimbursement will apply only on the days when the employee is at work other than in exceptional circumstances determined by the manager.

87.7 Reimbursement will be net of any relevant government subsidy provided to the employee.

A federal union collective agreement in the arts and entertainment industry.
Source: AIRC agreements database; agreement number AG842395.
**EXAMPLE 45.**

**Moonee Valley City Council "Future Directions" Enterprise Agreement 2005 – 2008**

25. **After Hours Dependant Care**

(i) Council recognises that work, training and attending meetings at times outside of Employees' normal hours may have an impact on Employees with family responsibilities.

(ii) Where Management requires an Employee to attend work, training or a meeting outside of the Employee's normal hours Management will, subject to sub-clauses (iii) and (iv), reimburse additional expenses incurred for dependant care or childcare.

(iii) Reimbursement of expenses for dependant care or childcare will be subject to the Employee advising his/her Manager in advance that, if required to attend work, training or a meeting, he/she will need to access dependant care or childcare.

(iv) The Employee shall provide satisfactory proof of payment to a registered service provider or other agreed provider for the care provided.

(v) Reimbursement shall only be for the period that Management requires the Employee to attend work, training or a meeting outside of the Employee's normal hours, including reasonable travel time to and from such training or meeting, if not at the employee's normal place of work.

A union collective agreement in the public administration and safety industry.

Source: AIRC agreements database; agreement number AG843669.

**EXAMPLE 46.**

**Bureau of Meteorology - Certified Agreement 2006-2008**

88 **Extra Care Dependant Costs**

88.1 In recognition of dependant care responsibilities, the Agency Head may authorise reimbursement, on production of receipts, for the full cost of "additional care" (other than normal arrangements provided by family members) expenses arising from additional dependant care arrangements which are necessary because there has not been sufficient notice given and:

- the employee is required to travel away from their normal work location for business purposes
- the employee is directed to work additional hours, or to attend a conference or training course outside the employee's regular hours of work, or
- other special circumstances exist which the Agency Head considers justified the payment of reasonable expenses arising from additional dependant care responsibilities.

88.2 Where commercial care is not available, for example in remote areas, the Agency Head has the discretion to approve the cost of the care provided by other arrangements. This reimbursement will be up to $55 per night subject to provision of satisfactory evidence.

88.3 Reimbursement of such expenses would be subject to the employee obtaining approval to
Bureau of Meteorology - Certified Agreement 2006-2008

the arrangement from the Agency Head.

89  Vacation Child Care Program

89.1 Where an employee with school children has approved leave during the school holidays cancelled or is required to return from leave early because of Bureau operational requirements, the Bureau will reimburse up to $150 per week to a maximum of $300 per year, per family.

89.2 Employees employed on a short-term non-ongoing basis will only be paid in exceptional circumstances at the discretion of the Agency Head.

89.3 The reimbursement will apply only on the days when the employee is at work except in exceptional circumstances determined by the Agency Head.

89.4 Reimbursement will be net of any government subsidy provided to the employee.

A federal union collective agreement in the public service.
Source: AIRC agreements database; agreement number AG847941.
**EXEMPLARY 47.**

**Perth College (Enterprise Bargaining) Agreement 2006**

11. **Agreed Efficiency Improvements**

(6) **Accommodation for Sick Children**

The College is committed to the provision of occasional care of the children of staff in the event that they become ill and the staff member is unable to arrange short-term alternative care. This incentive is agreed to in the interests of assisting staff to remain at work while still providing care for their families. However in the event that a child has an infectious disease such care shall not be provided.

(7) **Employer Sponsored Childcare**

(a) The College undertakes to assist part-time staff members who incur additional expenses in relation to Day Care as a result of the ten-day cycle timetable.

(b) Staff members will be entitled to the following:

(i) For staff on a teaching load of 0.8 FTE or more, $30 per child per week;

(ii) For staff on a teaching load of less than 0.8 FTE, $50 per child per week;

upon confirmation of the enrolment of their child/children in a Registered Day Care Facility.

(c) The College has allocated an amount of $8,500 to financially assist these staff members. Once the amount of $8,500 has been expended in any one year the allowances will cease.

(8) **Employee Assistance Program**

The College undertakes to provide a counselling service for staff members, the cost of which shall be borne by the College. This will allow staff members to seek advice and counselling confidentially and independently from the College. This service will be provided on a sessional basis and each employee will be entitled to a maximum of 6 sessions each per annum, which they may use for themselves or a member of their immediate family.

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A State collective agreement in the education and training industry.

Source: WAIRC agreements database; agreement number 2007 WAIRC 01231.

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**Parental leave**

**EXEMPLARY 48.**

**Workplace Authority Agreement Builder**

**Paid maternity leave**
Paid maternity leave is available to all eligible employees. This is to be taken as part of the total 52-week parental leave entitlement.

An unbroken period of 6 [this amount may not have been specified by the WA] weeks’ paid maternity leave will be available to an eligible employee.

Payment for maternity leave will be made at the ordinary rate of pay the employee receives immediately before the period of maternity leave begins. Paid maternity leave counts as service for all purposes.

**Paid paternity leave**

Paid paternity leave is available to all eligible employees provided that a medical certificate showing the expected date of birth has been provided to the employer. This is to be taken as part of the total 52-week parental leave entitlement.

An unbroken period of 6 weeks’ paid paternity leave will be available to an eligible employee, to be commenced during the four weeks following the birth of a child. This leave entitlement can be taken concurrently with any maternity leave taken by the employee’s partner.

Payment for paternity leave will be made at the ordinary rate of pay the employee receives immediately before the period of paternity leave begins. Paid paternity leave counts as service for all purposes.

**Child rearing leave**

In addition to and following on from any other form of parental leave, employees may apply for a further 52 weeks of child rearing leave without pay for the care of a child or children, up to the age of six years.

A request for child rearing leave must be made at least three months in advance of the planned commencement of the leave.

Approval of child rearing leave is at the discretion of the employer. In considering an employee’s request for child rearing leave, the employer may have regard to the operational requirements of the workplace. When returning to work from child rearing leave, the employee is entitled to return to:

- the position they held before taking leave; or
- a position that is reasonably comparable to the position they held immediately prior to commencing child rearing leave. The employee’s ordinary rate of pay will not be reduced as a result of accepting a comparable position.

**Option to be paid at half-pay**

An employee may elect to spread payment for any form of paid parental leave over a longer period by taking payment at a rate of half the employee’s ordinary rate of pay.

**Pre-natal leave**

An eligible employee who is pregnant, or whose spouse is pregnant, is entitled to up to eight hours of non-cumulative, paid pre-natal leave per pregnancy for the purpose of attending
medical appointments associated with the pregnancy.

An employee will inform the employer as soon as possible of a requirement to attend a medical appointment and will provide proof of attendance if requested.

Where possible, the employee should attempt to organise appointments during non-working hours or, if during working hours, as close as possible to the beginning or end of their ordinary working hours.

**Paid parental leave**

**Example 49.**

**UnionsWA Enterprise Agreement 2007**

18.3.1 After twelve months-continuous service, parents are entitled to a combined total of 52 weeks parental leave. The 52 weeks shall include 14 weeks paid leave and 38 weeks unpaid leave, on a shared basis in relation to the birth or adoption of their child. For females, maternity leave may be taken and for males, paternity leave may be taken. Adoption leave may be taken in the case of adoption.

A State union collective agreement.
Source: WAIRC agreements database; agreement number 62 of 2007.

**Example 50.**

**National Library of Australia Collective Agreement 2007-2010**

F6.1 An employee who is entitled to paid maternity leave under the Maternity Leave Act may elect in advance to take that leave at half pay up to a maximum of 24 weeks. The additional leave beyond the 12 weeks provided in the Maternity Leave Act will not count as service for any purpose.

F6.2 An employee who is entitled, under the Maternity Leave Act, to 12 weeks paid maternity leave will be granted a further 2 weeks paid maternal leave, which may be taken at half pay over a period of up to 4 weeks. If an employee elects to take maternal leave at half pay, the additional leave beyond the 2 weeks will not count as service for any purpose.

A union collective agreement in public administration, covering 100-499 employees.
Source: Workplace Authority agreements database; agreement number 072754193.

**Example 51.**

**Yarra Plenty Regional Library Service Enterprise Agreement 2006-2009**

12.5 Where Award provisions apply for maternity leave, twelve weeks paid maternity leave shall be granted and one week’s paternity leave shall be granted. The same provisions apply to
Yarra Plenty Regional Library Service Enterprise Agreement 2006-2009

same sex partnerships.

A federal union collective agreement in the arts and entertainment industry, covering 100-499 employees. Source: Workplace Authority agreements database; agreement number 06957905.

Example 52.

Primus Telecom – CPSU Enterprise Agreement 2007-2010

34.4.2 A female employee who is entitled to Maternity Leave shall be entitled to 6 weeks paid Maternity Leave as part of that entitlement.

34.4.2a A female employee with in excess of 5 years continuous service who is entitled to Maternity Leave shall be entitled to an additional one week paid maternity leave (7 weeks in total).

A federal union collective agreement in the information media and telecommunications industry, covering more than 500 employees. Source: Workplace Authority agreements database; agreement number 084430673.

Example 53.

Healesville Realty Pty Ltd Collective Agreement 2006

25.2 A full time or part time Employee who has been employed continuously for not less than 12 months from the date of the completion of the probation period is entitled to 4 weeks’ paid maternity leave on their Base Rate of Pay and, where relevant, phone and car allowances.

A federal employee collective agreement in the real estate industry, covering fewer than 20 employees. Source: Workplace Authority agreements database; agreement number 06987363.

Example 54.

Bulla Dairy Foods Colac Operations Enterprise Agreement 2005

36.2. Basic entitlement

36.2.1. After twelve months continuous service, parents are entitled to a combined total of 52 weeks unpaid parental leave on a shared basis in relation to the birth or adoption of their child. For females, maternity leave may be taken and for males, paternity leave may be taken. Adoption leave may be taken in the case of adoption.

36.2.2. Parental leave is to be available to only one parent at a time, except that both parents may simultaneously access the leave in the following circumstances:

36.2.2.1. for maternity and paternity leave, an unbroken period of one week at the time of the birth of the child;
### Bulla Dairy Foods Colac Operations Enterprise Agreement 2005

36.2.2.2. for adoption leave, an unbroken period of up to three weeks at the time of placement of the child.

#### 36.3. Paid Parental Leave

36.3.1. Employees who are eligible for maternity leave or paternity leave as defined under this clause, shall be entitled to paid leave at (or immediately before or after) the birth of the child(ren) as follows:

36.3.1.1. In the case of the mother, **4 weeks of paid maternity leave** and

36.3.1.2. In the case of the father, **1 week of paid paternity leave** provided that

36.3.1.3. The period of paid leave shall (in both cases) form part of and not be in addition to the basic entitlement of 52 weeks provided for in clause 36.2.1 and

36.3.1.4. In the event that a national standard for paid parental, maternity or paternity leave is introduced by legislation or award, employees shall be entitled to the greater of the provisions noted above or the amount prescribed by such national standard (not both).

36.3.2. For the purpose of this sub section, a week of paid maternity/paternity leave shall be calculated at the employee’s current rate of pay multiplied by their ordinary working hours.

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A union collective agreement in the food manufacturing industry.

Source: AIRC agreements database; agreement number AG846950
### Example 55.

**APESMA (Hunter Water Corporation) Agreement 2006**

| 31(i) | For the purposes of Maternity Leave, entitlements will include nine (9) weeks paid Maternity Leave which will be available to full time female employees who have completed 40 weeks continuous service. This may be taken as either nine (9) weeks at full pay or 18 weeks at half pay. Part-time employees will have a pro-rata entitlement. |

A federal union collective agreement in the electricity, gas, water and waste services industry, covering 100-499 employees.

Source: Workplace Authority agreements database; agreement number 06975624.

### Example 56.

**Hale School (Enterprise Bargaining) Agreement 2008**

12. **Maternity Leave**

1. Female teachers employed by Hale School will be entitled to apply for a period of up to 52 weeks unpaid maternity leave.

2. Where a permanent female teacher has completed four years continuous service with Hale School prior to the birth of her child, she will be entitled to **14 weeks paid leave**, payable at the salary rate paid to her immediately prior to her commencing Maternity Leave. Female staff employed on a part time basis and who have completed four years continuous service shall be entitled to pro rata paid Maternity Leave.

3. Where a permanent female teacher has completed two years continuous service with Hale School prior to the birth of her child, she will be entitled to six (6) weeks paid leave. A pro-rata payment of paid leave will be applicable to permanent female teachers who have completed more than two years but less than four years continuous service at Hale School.

4. Where paid Maternity Leave is claimed, this leave shall form part of the total of the 52 weeks maternity leave.

A State collective agreement in the education and training industry.

Source: WAIRC agreements database; agreement number 4 of 2008.
**Example 57.**

**UnitingCare Ageing Enterprise Agreement 2007-2009**

24.4(d) **Paid maternity leave:**

Subject to sub-clause 24.6(b), a full-time or permanent part-time employee who is eligible for maternity leave shall be entitled to **nine (9) weeks paid maternity leave** at ordinary pay from the date the paid maternity leave commences.

24.6(b) Ordinary Maternity Leave and Paid Maternity Leave

To be entitled to ordinary maternity leave and/or paid maternity leave during a period, an eligible employee must give the employer, at the required time, a written application, a medical certificate and a statutory declaration (if applicable) containing the required information in accordance with section 58 of the Act.

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A union collective agreement in the health services industry.
Source: NSWIRC agreements database; agreement number EA08/11.

**Example 58.**

**Patrick Terminals Extended Certified Agreement 2008**

24.2 Full time employees and PGE’s [permanent guarantee employees] shall, after 12 month’s continuous service, be entitled to the following paid parental leave as part of their entitlement to a total of 52 weeks parental leave in relation to the birth of a child:

- **24.2.1 Six (6) weeks’ maternity leave** where a female employee is the mother of a newly born child and has 12 months continuous service, **increasing by 1 week for each additional year of service to a maximum of 12 weeks**; or

- **24.2.2 One (1) week’s paternity leave** where a male employee is the father of a newly born child; or

- **24.2.3 One (1) week’s parental leave** where an employee is the non-birth parent of a same sex couple with a newly born child.

24.3 The balance of any period of parental leave will be unpaid. An employee may however apply to take available annual leave, long service leave or accrued days’ entitlements in conjunction with their paid parental leave entitlement as part of any parental leave absence.

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A federal union collective agreement in the transport, postal and warehousing industry.
Source: AIRC agreements database; agreement number AG837565.
EXAMPLE 59.

Supporting Partner Leave

27.12 The ASC will grant 4 weeks of paid leave to an employee upon the birth or adoption of a child provided documentary evidence is submitted on application for leave. To be eligible for paid leave an employee must have 12 months continuous service with the ASC prior to either the birth of a child or prior to the formal application being made for adoption leave.

27.13 Supporting Partner Leave does not apply to an employee who is eligible for and takes maternity or adoption leave. It can be taken concurrently with the employee’s spouse or partner who is taking maternity or adoption leave.

27.14 Up to two weeks of paid supporting partner leave may be taken for preadoption purposes to attend interviews or examinations required to obtain approval to adopt a child. The balance of the paid leave would be available from the day of placement of an eligible child.

27.15 This leave may be taken at half pay but the period of leave beyond 4 weeks will not count as service for any purpose. Alternatively the leave may be taken in broken periods of whole weeks at full pay.

A federal union collective agreement in the arts and entertainment industry, covering more than 500 employees.
Source: Workplace Authority agreements database; agreement number 072857595.

EXAMPLE 60.
Family Planning NSW and NSW Nurses' Association Enterprise Agreement 2007

27. Parental Leave

(ii) Eligibility

(a) All FPNSW employees (except casual employees) may be eligible for parental leave if they have completed forty (40) weeks’ continuous service.

(d) To be eligible for partners leave (except one week at the time of the birth or taking custody of the child) the employee must assume the primary role of caring for the child. For the purposes of this clause “partner’s leave” includes same sex partners.

(iii) Paid entitlement (maternity and adoption leave)

(a) A female employee is entitled to up to fourteen (14) weeks paid leave on full pay.

(b) At an employee’s election this may be paid on a normal fortnightly basis or at the rate of half pay over twenty eight (28) weeks.
Family Planning NSW and NSW Nurses' Association Enterprise Agreement 2007

(v) Partner’s leave

On the birth of a child of their partner or on taking custody of a child, an employee is entitled to up to five (5) days paid leave beginning on the child’s date of birth or on assuming custody of the child. Maximum of fifty-two (52) weeks unpaid leave from the date of birth or placement of the child.

Source: NSWIRC agreements database; agreement number EA07/7.

EXAMPLE 61.

UNSW (Academic Staff) Enterprise Agreement 2006

34.3 Conditions for Maternity and Adoption Leave

(a) Where an employee takes maternity leave in accordance with subclause 34.1 above [unpaid maternity leave], 26 weeks of the leave will be on full pay, in addition to any public holiday occurring while he/she is on parental leave. The remaining period of the leave will be unpaid.

(b) Where an employee takes adoption leave for a child under the age of five years in accordance with subclause 34.2 above [unpaid adoption leave], 26 weeks of the leave will be on full pay, in addition to any public holiday occurring while he/she is on parental leave. The remaining period of the leave will be unpaid.

(c) For part-time employees, the paid portion of the leave will be paid at the proportionate part-time rate of pay. Where a full-time employee has converted to part-time employment prior to going on maternity leave for reasons related to the pregnancy, she will be paid at the full-time rate of pay.

(d) An employee may elect to take the 26 weeks paid maternity or adoption leave entitlement over a period of 52 weeks at half pay. All leave accruals during the period of paid maternity or adoption leave at half pay will be calculated on a pro rata basis.

(e) In addition to the period of 52 weeks leave referred to in subclause 34.1 and 34.2, an employee may apply to the University for additional unpaid leave.

34.4 Partner Leave

An employee will be entitled to partner leave as follows:

(a) An employee will be entitled to two weeks paid partner leave, to be taken during the period three weeks prior to and three months after the expected birth or placement of the child. For part-time employees, the paid portion of the leave will be paid at the appropriate part-time rate of pay.

(b) In addition to the two weeks paid leave set out in subclause 34.4(a) above, an employee whose partner (including same-sex partner) has given birth to a child will be entitled to a further
### Example 62.

**UNSW (Academic Staff) Enterprise Agreement 2006**

#### 34.5 Foster Parent Leave

(a) From the time that the child enters their care an employee acting as the primary carer of a foster child on a long term placement will be entitled to 52 weeks unpaid leave minus any period of paid leave pursuant to subclauses 34.5(b)(i) and (ii) below.

(b) An employee not employed on a casual basis will be entitled to paid foster parent leave of:

(i) **three weeks on full pay** or six weeks leave on half pay if the child is younger than five; or

(ii) **two weeks on full pay** or four weeks leave on half pay if the child is five and over.

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A federal union collective agreement in the education and training industry, covering more than 500 employees.
Source: Workplace Authority agreements database; agreement number 06552500.

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### Paid parental leave for fixed term and casual employees

**Example 63.**

**Family Planning NSW and NSW Nurses' Association Enterprise Agreement 2007**

#### 27. Parental Leave

(ii) Eligibility

(b) A fixed term employee will only be granted paid and/or unpaid parental leave if the period of leave falls within the time span of their contract of employment. If the fixed term employee is subsequently offered another contract, he or she may extend the date for return from leave.

(c) Casual employees are not eligible for parental leave, unless they have been employed on a regular and systematic basis during a period of at least 12 months and have a reasonable expectation of ongoing employment with FPNSW.

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A union collective agreement in the health care and social assistance industry.
Source: NSWIRC agreements database; agreement number EA07/7.
EXAMPLE 64.

UNSW (Academic Staff) Enterprise Agreement 2006

34.7 Fixed-term Appointments

(a) An employee employed on a fixed-term contract of employment will cease to have an entitlement to parental leave upon the expiration of the contract, except as provided for in subclauses 34.7(b) and (c) below.

(b) An employee employed on a fixed term contract of employment whose contract expires when she is at least 20 weeks pregnant, and whose employment is not continued beyond the expiry date of the contract, will be entitled to payment of the full paid maternity leave in accordance with subclause 34.3 above unless:

(i) she was offered and refused another contract of employment broadly comparable to her existing position; or

(ii) a significant majority of the duties and responsibilities of the existing position are no longer being performed.

(c) An employee employed on a fixed term contract who is on maternity leave at the expiry of the contract and who is subsequently employed on a further employment contract for the same position after a gap in time, not being longer than the period of parental leave would have been, will be entitled to the full paid maternity leave entitlement subject to fulfilling the eligibility requirements set out in this clause.

34.8 Casual Employees

(a) A casual employee who is pregnant will be entitled to 14 weeks paid maternity leave and 38 weeks unpaid maternity leave provided that:

(i) she has been employed by the University on a regular and systematic basis for a continuous period of at least 24 months, including breaks in service not exceeding 4 months, immediately prior to the pregnancy; and

(ii) she has not accessed paid maternity leave from any other employer for the pregnancy.

Any other casual employee employed on a regular and systematic basis for several periods of employment or on a regular and systematic basis for an ongoing period of employment during a period of at least 12 months, and has a reasonable expectation of ongoing employment, will be entitled to take up to 52 weeks unpaid leave.

(b) Notwithstanding subclause 34.8(a) above, a casual employee will not have an entitlement to re-employment at the end of a period of approved maternity leave.

(c) A casual employee who takes maternity leave will remain an employee of the University for the period of maternity leave.

(d) Where a casual employee declares a desire to return to work following a period of maternity leave but work no longer exists, the employee will cease employment as at the last day of maternity leave. However, the work unit in which the casual employee was employed will give
UNSW (Academic Staff) Enterprise Agreement 2006

reasonable consideration to the employee for suitable casual work.

(e) A casual employee who receives paid maternity leave will be paid at a fortnightly rate of pay equal to the average fortnightly rate of pay the employee was paid over the 12 months immediately preceding the date on which maternity leave is commenced. The full amount of the maternity leave will be paid to the casual employee at the commencement of the maternity leave.

A federal union collective agreement in the education and training industry, covering more than 500 employees.
Source: Workplace Authority agreements database; agreement number 06552500.

Communication during parental leave

EXAMPLE 65.

Building Trades (Government) General Agreement 2007

14.7 Communication During Parental Leave

14.7.1 Where an Employee is on parental leave and a definite decision has been made to introduce significant change at the workplace, the Employer shall take reasonable steps to:

(a) Make information available in relation to any significant effect the change will have on the status or responsibility level of the position the Employee held before commencing parental leave; and

(b) Provide an opportunity for the Employee to discuss any significant effect the change will have on the status or responsibility level of the position the Employee held before commencing parental leave.

14.7.2 The Employee shall take reasonable steps to inform the Employer about any significant matter that will affect the Employee’s decision regarding the duration of parental leave to be taken, whether the Employee intends to return to work and whether the Employee intends to return to work on a part-time or modified basis.

14.7.3 The Employee shall also notify the Employer of changes of address or other contact details which might affect the Employer’s capacity to comply with subclause 14.7.1.

A State collective agreement in the construction industry.
Source: WAIRC agreements database; agreement number 2007 WAIRC 00610.
EXAMPLE 66.

Family Planning NSW and NSW Nurses' Association Enterprise Agreement 2007

27 (x) Communication during parental leave

(a) Where an employee is on parental leave and a definite decision has been made to introduce significant change at the workplace, FPNSW shall take reasonable steps to:

(A) make information available in relation to any significant effect the change will have on the status or responsibility level of the position the employee held before commencing parental leave; and

(B) provide an opportunity for the employee to discuss any significant effect the change will have on the status or responsibility level of the position the employee held before commencing parental leave.

(b) The employee shall take reasonable steps to inform FPNSW about any significant matter that will affect the employee’s decision regarding the duration of parental leave to be taken, whether the employee intends to return to work and whether the employee intends to request to return to work on a part-time basis.

A union collective agreement in the health care and social assistance industry.
Source: NSWIRC agreements database; agreement number EA07/7.

Child Rearing Leave

EXAMPLE 67.

Workplace Authority Agreement Builder

Child rearing leave

In addition to and following on from any other form of parental leave, employees may apply for a further 52 weeks of child rearing leave without pay for the care of a child or children, up to the age of six years.

A request for child rearing leave must be made at least three months in advance of the planned commencement of the leave.

Approval of child rearing leave is at the discretion of the employer. In considering an employee’s request for child rearing leave, the employer may have regard to the operational requirements of the workplace. When returning to work from child rearing leave, the employee is entitled to return to:

• the position they held before taking leave; or

• a position that is reasonably comparable to the position they held immediately prior to commencing child rearing leave. The employee’s ordinary rate of pay will not be reduced as a result of accepting a comparable position.
**EXAMPLE 68.**

**Country Road Retail Team Members Enterprise Agreement 2006**

**Childcare Leave**

In addition to their entitlement to Parental Leave, Full Time, Part Time and Eligible Casual Retail Team Members (but not other Casual Retail Team Members) will be able to take Childcare Leave.

Childcare Leave is an additional 12 months leave available to Retail Team Members who have taken a period of Parental Leave, to attend to family responsibilities up until their child is six years of age.

**Examples of Leave**

Set out below are four examples of the possible combinations of Parental and Childcare Leave that may be taken:

**Example 1**

A 2 year continuous period comprising 12 months Parental Leave in conjunction with an additional 12 months Childcare Leave.

12 Months Parental Leave  Up to 12 Months Childcare Leave

Maximum 2 years at once

**Example 2**

A 12 month period of Parental Leave plus 2 additional blocks of up to 6 months Childcare Leave. The first block of Childcare Leave is to be taken in conjunction with Parental Leave. The second block is available to be taken up until the child is 6 years of age.

Up to 12 months Parental Leave  Up to 6 months Childcare Leave  Up to 6 months Childcare Leave

Maximum 2 years taken in stages

**Effect of Childcare Leave on Employment**

As with a Full Time, Part Time and Eligible Casual Retail Team Childcare Member's entitlement to Parental Leave, absence on Leave will not break the continuity of service of a Retail Team Member, but will not be taken into account in calculating the period of service for any purpose under this Agreement.

**Casual Work during Parental and Childcare Leave**

Retail Team Members may undertake casual employment with Country Road during a period of Parental or Childcare Leave.

During this period of casual employment, the Retail Team Member will be employed under the terms and conditions relating to Casual Employment (see the Casual Employment provisions on page 18 [of the Enterprise Agreement]).

This period of casual employment will not alter the Retail Team Member’s contract of
Country Road Retail Team Members Enterprise Agreement 2006

Employment nor affect any Parental or Childcare Leave entitlements.

Retail Team Members wishing to undertake employment during Parental Leave and Childcare Leave may do so provided that there is no conflict of interest with the employment undertaken and Country Road's business. Retail Team Members must advise Country Road of the nature of the employment to be undertaken.

A federal non-union collective agreement in the retail sector, covering more than 500 employees.
Source: Workplace Authority agreements database; agreement number 06327925.

Example 69.

Lutheran Schools WA (Enterprise Bargaining) Agreement 2005

16.(4) Child Rearing Leave

(a) In addition to Maternity Leave, Paternity Leave and Adoption Leave, employees are entitled to Child Rearing Leave for a maximum of 52 weeks.

(b) Child Rearing Leave is leave without pay and is available only for the care of pre-school age student.

(c) Employees must, not less than 10 weeks prior to the proposed start of Child Rearing Leave, give the employer written notice of the dates on which they propose to start and finish the period of leave. Employees are not in breach of this requirement if in compelling circumstances they are required to become the primary caregiver of a child.

A State collective agreement in the education and training industry.
Source: WAIRC agreements database; agreement number 261 of 2005.
Diversity

Encouraging diversity

**EXAMPLE 70.**

**Workplace Authority Agreement Builder**

**Encouragement of workplace diversity**

The employer values fairness, equity and diversity. Respect and diversity are integral parts of our workplace. The employer is committed to preventing and eliminating discrimination on the basis of race, colour, sex, sexual preference, age, disability, marital status, family responsibilities, pregnancy, religion, political opinion, national extraction or social origin.

**Employees with a disability**

The employer aims to encourage and support the employment of people with a disability at all levels and areas of the organisation.

Whenever possible, reasonable and necessary to do so, the employer will make modifications and adjustments to the workplace to fit the needs of an employee with a disability.

**EXAMPLE 71.**

**Department of Transport and Regional Services Collective Agreement 2006 – 2009**

**C6 Diversity**

C6.1 The Department and its employees commit to respecting and valuing the diversity of the Department’s workforce by helping to prevent and eliminate discrimination on the basis of race, colour, sex, sexual preference, age, physical or mental disability, marital status, family responsibilities, pregnancy, religion, political opinion, national extraction or social origin.

C6.2 The parties to this Agreement recognise their shared desire to assist and involve Indigenous people in the workplace by:

   a) providing a sensitive and supportive environment for indigenous people; and
   b) supporting Australian Government programmes in relation to employment of indigenous people.

C6.3 Every endeavour will be made to ensure that neither the Agreement nor its operations are directly or indirectly unlawfully discriminatory in effect.

A union collective agreement in public administration, covering more than 500 employees.
Source: Workplace Authority agreements database; agreement number 06295477.
EXAMPLE 72.

Ford Australia Enterprise Agreement 2006 (Skilled Trades)

14.3 **Equity in Recruitment**

Plant/Site Consultative Committees will:

- Review current recruitment processes and practices for all hires including apprentices to ensure equitable access;
- Present to the Joint Strategic Issues Committee (JSIC) recommendations for changes to the recruitment guidelines and processes;
- Present recommendations for initiatives aimed at increasing the recruitment of women across the organization;
- Establish clear key performance indicators (KPI's) that will be used to measure effectiveness of increasing women's recruitment;
- Ensure the effective implementation of new initiatives; and
- Report out KPI's and progress to the JSIC on a quarterly basis.

A federal union collective agreement in the metal manufacturing industry, covering more than 500 employees.
Source: Workplace Authority agreements database; agreement number 061028508.

EXAMPLE 73.

Ford Australia Enterprise Agreement 2006 (Skilled Trades)

14.7 **Diversity Resources**

14.7.1(a) The Company agrees that the shop floor Diversity Resource positions will be a minimum of .25 per site. Each position will be integrated into an appropriate off line position to allow flexibility so that Diversity projects can be implemented.

14.7.1(b) The parties agree to the following requirements for these positions:

- The current Diversity Resource Officers have the option of retaining this role;
- The offline position will not displace a current existing employee;
- The roles and responsibilities of this offline position will be newly created and contained within existing plant headcount; and
- Both off-line positions will be sufficiently resourced to ensure minimum .25 of the position.

14.7.1(c) The parties agree that where a vacancy occurs in either Diversity Resource positions:

- An off line position will be retained for the Diversity Resource Officer role;
- The position will be filled internally by a shop floor employee;
- Selection will be based on the skills required to fill the Diversity resource role;
- The appointment will be made jointly by the parties; and
To meet the requirements of the full time off line position skill gap for the incumbent will be identified and appropriate training provided by the Company.

A federal union collective agreement in the metal manufacturing industry, covering more than 500 employees.
Source: Workplace Authority agreements database; agreement number 061028508.

Non-English speaking employees

Encouraging employees from a non-English speaking background

The employer aims to encourage and support the employment of people from a non-English speaking background at all levels and areas of the organisation.

In an effort to support employees from a non-English speaking background, the employer will endeavour to:

• provide appropriate literacy and numeracy training if required and as deemed appropriate by the employer;
• provide training to all employees on a regular basis which will enhance existing skills and encourage the development of new skills; and
• ensure all employees understand the terms and conditions set out in this Agreement prior to the commencement of work, and any variations to this Agreement.

Provision of English language training

The employer is committed to providing English language training during working hours by an accredited training provider.

Language Allowance

The language allowance is payable to an employee who uses their skills in one or more languages, other than English, in carrying out their duties.

The employee may be required to pass a language proficiency test and provide a copy of any certificate to the employer in order to ensure that the employee’s language skills meet a recognised standard of competence.

An employee is eligible for the language allowance where there is an identifiable and continuing operational need for the employee’s language skills.

The language allowance of $20 will be paid to the employee each week in addition to the employee’s ordinary rate of pay.

The language allowance is not payable during any period of paid or unpaid leave.
**Example 75.**

**Australian Workers’ Union (Western Australian Public Sector) General Agreement**

25.1 Leave during working hours without loss of pay must be granted to employees who are unable to meet standards of communication to advance career prospects, or who constitute a safety hazard or risk to themselves and/or fellow employees, or are not able to meet the accepted production requirements of that particular occupation or industry, to attend English training conducted by an approved and authorised Authority. The selection of employees for training will be determined by consultation between the employer and the union.

25.2 Leave will be granted to enable employees selected to achieve an acceptable level of vocational English proficiency. In this respect the tuition content with specific aims and objectives incorporating the pertinent factors at clause 25.3 and 25.4 must be agreed between the employer, the union and the Adult Migrant Education Service or other approved Authority conducting the training.

25.3 Subject to appropriate needs assessment participation in training will be on the basis of a minimum of 100 hours per employee per year.

25.4 The agreed desired proficiency level will take account of the vocational needs of an employee in respect of communication, safety and welfare and productivity within the employee's current position as well as those positions to which the employee may be considered for promotion or redeployment. It will also take account of issues in relation to training, retraining and multiskilling, award restructuring, industrial relations and safety provisions and equal opportunity employment legislation.

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A State union collective agreement in the public sector.
Source: WAIRC agreements database; agreement number AG 45 of 2007.

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**Mature-aged employees**

**Example 76.**

**Workplace Authority Agreement Builder**

**Encouraging and supporting mature-aged employees**

The employer and the employee recognise the importance of a diverse workforce, including the continuing participation of mature-aged employees.

The employer will examine and implement, where practical, strategies that assist in the successful recruitment and retention of mature-aged employees. Such strategies may include:

- promoting the availability of flexible working arrangements and employment conditions that better match the aspirations of mature-aged employees, such as part-year employment, alternative forms of leave, job sharing, home-based work and phased
• providing bridging programs which facilitate the return of mature-aged employees to employment; and

• encouraging arrangements that allow mature-aged employees to reduce their working responsibilities without having to cease employment.

Financial advice and salary sacrifice for workers over the age of 55

An employee aged 55 years or older may choose to salary sacrifice part or all of the employee’s earned wages into an agreed superannuation scheme where such arrangements are tax efficient for the employee. Financial assistance of up to $300 will be provided to the employee on a one-off basis for the purpose of attending retirement seminars or accessing superannuation and financial advice to assist employees in making financial decisions.

Financial assistance for employees nearing retirement

An employee nearing retirement will be able to access an amount of $300 to be used by the employee to pay for professional financial advice concerning their retirement options. This financial advice will be arranged by the employee and will occur outside ordinary working hours unless otherwise arranged with the employer.

The employee will be reimbursed under this clause after providing the employer with a receipt for the financial advice sought.

**Example 77.**

**Patrick Terminals Extended Certified Agreement 2008**

**Schedule 10 - Graduated Retirement**

**Annual Target Hours and Safety Net Guarantee**

1. The following arrangements apply where a full time employee applies to voluntarily resign and be re-engaged as a Graduated Retiree (GR) and is accepted by the Company for employment as such.

2. Redundancy and notice of termination payments shall not apply and employment shall be casual in nature attracting a loading of 20% in lieu of annual leave, long service leave, public holidays not worked and sick leave as currently applies to supplementary employees covered by this Agreement.

5. The GR and the Company shall jointly define what range of duties shall apply from the local site/s task list together with corresponding Annual Target Hours (“ATH”) suitable to the GR’s expectations and the operational needs of the Company. This shall also include an appraisal as to whether the GR will work in both areas of terminals and bulk/general stevedoring.

6. The Company may decline the application if it is apparent and demonstrable that such an arrangement would prove impractical, unproductive or uneconomical.
Patrick Terminals Extended Certified Agreement 2008

7. Once approved, the Company shall issue the GR with a letter of appointment incorporating a start date, the individual GR’s scope of duties, the agreed ATH and the length of the contract (which may vary between different GR’s but not exceed 3 years).

8. The GR shall then resign from their full time position with the Company on an agreed date and shall be paid out all leave and any other entitlements as appropriate, excluding any notice of termination or redundancy payment.

13. A GR shall not be allocated further work in any year once his/her ATH’s has been reached. A GR may apply to his/her local manager with reasonable notice at any time to be held out of allocation for an agreed period, providing it does not interfere with his/her obligation to fulfil his/her ATH.

14. Should the ATH in any year not be worked through a lack of work opportunity despite the GR being available and the contract is not terminated in the circumstances below, the remaining un-worked ATH’s in that year shall be paid to the GR at the Grade 2 rate of pay plus 20%. Each year shall stand alone in this calculation.

[See additional detail in Schedule 10 of agreement including a safety net guarantee of fortnightly earnings].

A federal union collective agreement in the transport, postal and warehousing industry.
Source: AIRC agreements database; agreement number AG837565.

EXAMPLE 78.

Canberra Institute of Technology Union Collective Agreement for Teaching Staff 2006 to 2009

30. Mature Age Employment Strategy

30.1 The parties acknowledge the importance of a diverse workforce in CIT, including the continuing participation, where mutually convenient, of mature age teachers.

31. Attraction and Retention of Mature Age Teachers

31.1 In consultation, the parties will examine and implement where practicable and feasible, strategies or initiatives that assist in the successful recruitment and retention of mature age teachers. Such strategies and initiatives might include, but not be limited to:

   (i) The impact of current superannuation arrangements on the retention of mature age teachers at CIT;

   (ii) Flexible work options that better match the work-life balance aspirations of mature age teachers, such as variable employment, part-year employment, alternative forms of leave, job sharing and phased retirement;
Canberra Institute of Technology Union Collective Agreement for Teaching Staff  
2006 to 2009

(iii) Bridging programs which facilitate the return of mature age teachers to employment; and

(iv) Arrangements that allow mature age teachers to reduce their working responsibilities without having to cease employment.

A federal union collective agreement in the education and training industry, covering more than 500 employees.  
Source: Workplace Authority agreements database; agreement number 061129752 .

Junior employees

EXAMPLE 79.

Workplace Authority Agreement Builder

Encouraging and developing junior employees

The employer aims to encourage the development of junior employees in all areas of the organisation.

In an effort to support the ongoing development of junior employees the employer will endeavour to:

• provide training to all employees on a regular basis which will enhance existing skills and encourage the development of new skills; and

• provide targeted skill development as required through a tailored Personal Development Plan.

The employer will ensure that all junior employees understand the terms and conditions set out in this Agreement prior to the commencement of work, and any variations to this Agreement.

Mentoring junior employees

In the interests of encouraging the development of junior employees, the employer will allocate a mentor to each new junior employee. A mentor is an employee with relevant expertise who is engaged to guide and assist with the development of a junior employee for one year. The mentor will be required to:

• meet with the employee each month to discuss progress and to provide advice as required; and

• provide structured performance feedback in actual work situations at the end of each six-month period.
**EXAMPLE 80.**

**Canberra Institute of Technology Union Collective Agreement for Teaching Staff 2006 to 2009**

**32. Attraction and Retention of Younger Teachers**

32.1 In consultation, the parties will, examine and implement where practicable and feasible, strategies or initiatives that assist in the successful recruitment and retention of younger teachers. Such strategies and initiatives might include, but not be limited to:

- (i) Attractive work-life balance initiatives; or
- (ii) Enhanced professional development opportunities.

A federal union collective agreement in the education and training industry, covering more than 500 employees.

Source: Workplace Authority agreements database; agreement number 061129752.

**Indigenous employees**

**EXAMPLE 81.**

**Workplace Authority Agreement Builder**

**Encouraging Indigenous employment**

The employer aims to encourage the employment of Indigenous employees at all levels and areas of the organisation. In an effort to do this, the employer will:

- recognise Indigenous cultural practices and identity;
- eliminate racism in the workplace, and develop an inclusive workplace culture;
- provide a supportive working environment for Indigenous employees; and
- ensure effective staff development for Indigenous employees.

**EXAMPLE 82.**

**Ford Australia Enterprise Agreement 2006 (Skilled Trades)**

**14.6 Indigenous Workers**

14.6.1(a) The parties are committed to supporting the implementation of the Company's current Indigenous Employment Strategy. Issues related to implementation of the strategy will be brought to the Joint Strategic Issues Committee to assure adequate communication with employees and the Ford employee representatives who represent them.

14.6.1(b) The aims of the Indigenous Employment Strategy are as follows:

- Increase, encourage and foster indigenous employment at all levels of work and across
**Ford Australia Enterprise Agreement 2006 (Skilled Trades)**

- Develop the respect and trust required within the indigenous community that Ford Motor Company is an employer that will act upon the needs of indigenous employees;
- Use a change management process to ensure the effective preparation of the workforce for the introduction of the Indigenous Employment Strategy;
- Understand the skill level of the prospective indigenous employees and provide appropriate pre-employment training where necessary or work experience and support programs for those not currently job ready;
- Provide support to ensure the retention of indigenous employees at Ford Motor Company; and
- Integrate the indigenous employment strategy as a core component of the Diversity program.

A federal union collective agreement in the metal manufacturing industry, covering more than 500 employees. Source: Workplace Authority agreements database; agreement number 061028508.

**Example 83.**

**Department of the Environment and Heritage (DEH) Collective Agreement 2006-2009**

**Indigenous Career Development and Recruitment Strategy**

B12. DEH will continue to develop and implement strategies to provide a more sensitive and supportive working environment for indigenous people, that includes culturally appropriate and professional training support and career development opportunities. The Department has established a designated position to develop and promote Indigenous retention, career development and recruitment strategies. In particular, Parks Australia is committed to working actively to promote improved rates of recruitment, retention and promotion of Indigenous employees.

A federal union collective agreement in the Commonwealth public service. Source: Workplace Authority agreements database; agreement number 06496795.

**Example 84.**

**UNSW (Academic Staff) Enterprise Agreement 2006**

11.0 **Indigenous Employment And Equity**

(a) The University is committed to implementing an Equal Employment Strategy and an
UNSW (Academic Staff) Enterprise Agreement 2006

Indigenous Employment Strategy as part of its overall Human Resources Strategy during the life of this Agreement.

(b) A key objective of the Equal Employment Strategy will emphasise programs to support the development of female staff into senior positions within the University and measures to support the needs of staff with disabilities or family responsibilities.

(c) A key objective of the Indigenous Employment Strategy will be to work towards achieving particular targets in relation to increasing employment and career development opportunities for indigenous Australians.

(d) The ASERC [Academic Staff Employee Representative Committee] will nominate:

(i) one of its members who will meet regularly with the University and the Indigenous Employment Strategy committee to discuss the progress of the Indigenous Employment Strategy and indigenous employment issues generally.

(ii) one of its members who will meet regularly with the Deputy Vice-Chancellor to discuss equity issues and programs.

A federal union collective agreement in the education and training industry.
Source: Workplace Authority agreements database; agreement number 06552500.
Constants

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<tr>
<th>Hours of work</th>
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**Example 85.**

**Workplace Authority Agreement Builder**

**Flexible hours**

The employer and employee may agree to flexible arrangements of ordinary working hours. This may include changes to the span of hours, maximum ordinary hours per shift, work cycles, and the taking of meal breaks and rest periods. The arrangement of hours will be subject to the operational requirements of the business.

**Flexible working arrangements**

Where practical, the employer will accommodate an employee’s request for flexible working hours. An employee can request to start or finish work within 30 minutes either side of the rostered starting or finishing time. A request for flexible working arrangements is subject to the ongoing approval of the employer.

This provision does not preclude individual work areas from operating under more flexible working arrangements by mutual agreement.

**Compressed hours**

By written agreement with the employer, a full-time or part-time employee may elect to work "compressed hours". This means that the employee’s ordinary hours of work are performed over a period of less than five days each week. The revised hours of work will be payable at the employee’s ordinary rate of pay. The ordinary hours of work for a full-time employee working compressed hours will not exceed 38 hours per week (or an average of 38 hours per week over a specified period).

The employee can elect to work either:

- four equal days and one short day per week;
- four equal days per week; or
- three equal days and one short day per week.

Any election for compressed hours from an employee will need to be balanced with the operational requirements of the employer and those of other employees in the work area. The employer agrees to be flexible in implementing compressed hours in the workplace.
## Employee Input in Rostering

### Example 86.

**Villeroy & Boch Retail Workplace Agreement 2006 – 2009**

5.1 **Rostering Principles**

(a) Villeroy & Boch will determine rosters of work for permanent employees on the basis of a two week roster cycle commencing every second Monday. Rosters will be posted a minimum of seven days in advance of the roster period.

(b) Once the roster is posted, Villeroy & Boch may make changes to a permanent employee's hours providing the employee concerned agrees to the proposed change(s).

(c) A permanent employee’s regular roster will only be changed after consultation with the employee concerned has taken place. In establishing or changing a roster, Villeroy & Boch will respect the genuine family responsibilities of the employee and will have regard for whether or not the employee can arrange safe transport home.

(d) A permanent employee’s roster may not be changed with the intent of adding payment of penalties, loads or other benefits applicable.

(e) A copy of the permanent employee's roster will be kept in a conspicuous place on Villeroy & Boch premises.

(f) On a weekly basis Villeroy & Boch will provide indicative starting and finishing times and days of work for casual employees. A casual employee will be advised of changes, if any, to their indicative roster prior to the start of their shift and Villeroy & Boch will endeavour to contact the employee and notify them of the change prior to their arrival at work.

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A federal non-union collective agreement in the retail industry, covering over 100-499 employees.
Source: Workplace Authority agreements database; agreement number 0661439.

### Example 87.

**Employer Greenfields Agreement - Cultura Pty Ltd - Dominos Ramsgate**

12.5 When compiling rosters, the Employer shall have regard to:

12.5.1 whether or not an employee has safe transport home; and

12.5.2 his or her family responsibilities

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An employer greenfields agreement in the accommodation and food services industry, covering 1-19 employees.
Source: Workplace Authority agreements database; agreement number 06885183.
EXAMPLE 88.

Brightwater Care Group Incorporated Health Service Union Collective

Workplace Agreement 2007

13(6)(c) Within the constraints of the prepared roster and subject to the concurrence of the supervisor, employees may elect to select their own starting and finishing times within the following periods:

- 7.00am to 9.30am
- 11.00am to 2.30pm (minimum half an hour break)
- 3.30pm to 6.00pm.

A federal union collective agreement in the health care and social assistance industry, covering more than 500 employees.
Source: Workplace Authority agreements database; agreement number 072334436.

Flexible hours arrangements

EXAMPLE 89.

Asurco Collective Bargaining Agreement

5.2.1 Banking of Time Accrued with the Agreement of the Company

An employee may in any pay period elect to bank up to four (4) hours of ordinary time worked and four (4) hours of overtime worked and use such hours for the purpose of:

i) taking a flexi-day off;

ii) taking a day off in conjunction with a period of annual leave; or

iii) using the time in lieu of taking personal (sick) leave; or

being paid up to sixteen (16) hours of the time accrued for a Saturday that the employee is not required to work.

A federal union collective agreement in the construction industry covering 20-99 employees.
Source: Workplace Authority agreements database; agreement number 072164669.

EXAMPLE 90.

Yarra Plenty Regional Library Service Enterprise Agreement 2006-2009

11.5.1 Library Support Services – flexi-time arrangements

The aim of the flexi-time system is to provide maximum flexibility to staff while allowing for the varying workloads and operational requirements of Headquarters.
Yarra Plenty Regional Library Service Enterprise Agreement 2006-2009

Flexi-time is available to staff at Headquarters within the following guidelines:

- Staff are expected to work during the core hours of 10am-4pm
- Staff can accumulate a maximum credit of 17 hours
- Staff can accumulate a maximum debit of 8 hours
- Staff may not work for the sake of accumulating time. The time worked must be productive and based on operational requirements and approved by their immediate supervisor.
- By mutual agreement between the staff member and their immediate supervisor a regular day or other period may be taken off. For example regular Monday off every three weeks. However, flexibility is required to ensure operational requirements are met.
- Staff must use the Day Book kept at Reception to indicate their attendance or absence from the workplace.
- Staff are expected to swipe on as you arrive each morning and swipe off as you leave for the day.
- Starting and finishing times will be rounded off to the nearest 15 minutes with a 6 minute leeway if staff arrive late or finish early. For example if you start at 9.10am, the system will record 9.15am, and if staff leave at 4.55pm the system will record 5pm.
- The starting and finishing times are the actual approved hours worked, not staff arrival or departure times.
- Staff must allow for a lunch break of a minimum 30 minutes per day.

A federal union collective agreement in the arts and entertainment industry, covering 100-499 employees.
Source: Workplace Authority agreements database; agreement number 06957905.
### Example 91.

**Health Services Union – WA Health State Industrial Agreement 2006**

15.(12) **Individual flexible work arrangement**

The purpose of this subclause is to facilitate an arrangement for an employee who, for reasons of their convenience, wishes to work ordinary hours on a day or at times when the employer would but for this subclause be liable to pay shift allowances and so be disinclined to agree to the employee’s otherwise reasonable request.

(a) On written advice from the employee, the employer may agree to the employee working ordinary hours without shift allowances at times or on days when such allowances would otherwise apply provided that:

(i) the minimum, maximum and average number of ordinary hours, the maximum number of days worked in any 4 week cycle, and meal breaks are consistent with the relevant requirements set out under this clause; and

(ii) the employer may not make the working of such hours by such arrangement a condition of employment of the employee or of filling the position.

(b) Where the working of such hours is an actual or implied condition of employment an employee may not agree to work such hours without appropriate allowances and/or penalty rates applying.

A State collective agreement in the health care and social assistance industry.

Source: WAIRC agreements database; agreement number PSAAG 19 of 2006.

### Example 92.

**Shop Distributive and Allied Employees’ Association, and Post Fulfilment Online Agreement 2006**

33. **Time In Lieu**

By agreement between PFO [Postal Fulfilment Online] and an employee, overtime may be taken as time off in lieu instead of being paid at overtime rates provided that:

(a) any such agreement is in writing.

(b) the employee is entitled to a fresh choice of payment or time off on each occasion overtime is worked; and

(c) unless otherwise agreed, time off must be taken on a mutually agreed date within one calendar month of the working of the overtime, or it will be paid.

A federal union collective agreement in the transport, postal and warehousing industry, covering 20-99 employees.

Source: Workplace Authority agreements database; agreement number 071977222.
EXAMPLE 93.

**Advocare Enterprise Agreement**

4.4 **Time off in Lieu / Alternative Working Arrangements**

An employee may, with approval from their relevant supervisor, elect to:

- Vary their usual starting and finishing times;
- Take time off during ordinary hours and make up those hours at a later time during ordinary hours;
- Take a full day or part day off as time off in lieu during ordinary hours for additional hours worked.
- Work a 9 day fortnight

An employee who elects to work flexible hours must maintain a record of hours worked, which is to be authorised by the relevant supervisor.

An employee may not accrue more than 3 days (22.5 hours) time off in lieu in a calendar month, unless specific prior written approval is given by the Chief Executive Officer to exceed this limit.

Accrued hours must be taken as time off in lieu within 6 (six) months of the date of accrual. An employee may seek approval from their supervisor to extend the timeframe for taking time off in lieu, if it is for a special purpose such as an extended holiday. Accrued hours not taken within agreed timeframes are not cumulative and will not be paid out.

Where, as a result of an employee electing to vary their start and finish times or to make up hours for time taken off, an employee performs work outside of the ordinary hours of work, the provision of sub clause 4.3 shall not apply for such time worked.

A State union collective agreement in the aged care industry, covering less than 20 employees.

Source: WAIRC agreements database; agreement number 60 of 2007.

EXAMPLE 94.

**Independent Living Centre of WA Incorporated Salaried Officers’ Industrial Agreement 2005: 2005**

10. **Hours Of Work**

   **Flexibility for Employees**

   (3) Subject to the following, at the written request of an employee, the employer and employee may agree in writing to an employee working hours outside the spread of ordinary hours in which case the employer shall not be liable to pay any shift allowances, including weekend shift allowances, which, but for such agreement, would be payable.

   (a) Such agreement must be at the initiative of the employee and must not be either directly or indirectly be reached as a result of any request, direction or pressure of
The agreement will clearly set out the hours arrangement to be worked.

Subject to the provisions of this subclause, the arrangements shall be within the parameters for ordinary hours set out in this clause.

Any hours worked, at the request of the employer, outside the parameters set out in the agreement shall be deemed to be overtime.

The employee may withdraw from the special arrangements at any time by advising the employer in writing.

The employer may withdraw agreement for the special arrangement at any time by advising the employee in writing.

Where the arrangement is withdrawn by either party the employee will revert to the normal working hours and arrangements for their work area and shall be paid accordingly.

A State union collective agreement in the health services industry.
Source: WAIRC agreements database; agreement number 264 of 2005.

5.3(e) Overtime Flex Up

(i) If an employee specifically requests, on a one-off or ongoing basis, to work beyond 76 hours 10 days in a fortnight or 9 hours in a day they may volunteer in writing to do so

(ii) Villeroy and Boch will only agree to the request if it meets their operational requirements and will not require an employee to work Overtime Flex Up against the employees' wishes

(iii) Any such work will be referred to as Overtime Flex Up

(iv) Overtime Flex Up will be paid at the employees ordinary rate of pay instead of at the Overtime rates

(v) The employee may withdraw their request to work Overtime Flex Up on the giving of seven days written notice

(vi) Villeroy & Boch will not require an employee to work Overtime Flex Up nor prejudice them in their employment if they choose not to do so.

A federal non-union collective agreement in the retail industry, covering over 100-499 employees.
Source: Workplace Authority agreements database; agreement number 0661439.
University of New England Workplace Agreement 2006 – 2008

**Flexi time for family needs**

15. Flexible and Family Working Arrangements

15.1 The University is committed to “family friendly” and “work/life balance” work strategies to assist staff trying to balance work and family responsibilities and balance of work and life. Flexible working arrangements may be entered into in order to accommodate the work requirements of the University and family and work life commitments of staff members where there is mutual consent. Supervisors will reasonably consider requests for these arrangements in line with this commitment.

15.2 Short term flexible arrangements normally for periods of less than three (3) months, may include:

   (a) Flexible start and finish times for a defined period;
   (b) Short breaks of an hour or two to resolve personal or crisis situations or to attend appointments off campus;
   (c) Leave scheduled to accommodate family, carer or other commitments;
   (d) Reduced hours for short, defined periods to enable family, carer or other commitments to be managed;
   (e) Planned work programmes to avoid unplanned roster changes or the need to work late

15.3 Longer term flexible working arrangements, where authorised, include provisions such as:

   - flexible hours
   - fractional/part-time employment
   - special arrangements (including leave), e.g. for non-custodial parents and for those with elder care responsibilities
   - return to work following Parental Leave
   - addressing the specific needs of nursing mothers and new parents
   - balancing work and life

15.4 Staff members, wishing to revert to their substantive work arrangements prior to the intended end of the arrangement, will be accommodated to the extent possible, given other arrangements which may have already been entered into in the workplace.

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A federal union collective agreement in the education and training industry, covering over 500 employees.
Source: Workplace Authority agreements database; agreement number 06617461.

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**Bluebox Devices Pty Ltd Employee Certified Agreement**

1. **Hours of Work**

The standard forty hours per week (thirty-seven and a half hours work plus a half hour lunch break per day) applies, but flexible working hours are available to all Employees unless their
Bluebox Devices Pty Ltd Employee Certified Agreement

employment contract specifically states otherwise.

Flexitime enables the Employee to vary the time they start and finish work, but all staff are required to be in the office for the core hours of 10am to 4pm Monday to Friday. If the Employee wants to start work after 10am or finish before 4pm they must get managerial approval in advance.

Flexitime also enables staff to accrue time owed in lieu (TOIL) of overtime payments. When a staff member works more than eight hours per day, they can take the equivalent amount of time off work at a mutually convenient time approved by their manager.

Accrued Flexitime of over 22.5 hours (three days) can be paid out at a rate equal to the Employee’s ordinary salary. This must be done by written request from the Employee and approval is at their manager’s discretion.

A federal employee collective agreement in the professional, scientific and technical services industry, covering 1-19 employees.
Source: Workplace Authority agreements database; agreement number 072790294.

EXAMPLE 98.
Department of the Environment and Heritage (DEH) Collective Agreement 2006-2009

Principle

The Department will provide a flexible approach to working arrangements that assists employees and the organisation to balance work and personal priorities. A sufficient number of employees meeting both safety and operational requirements, as determined by the relevant Branch Head, should be at work to meet client needs during normal business hours.

HOURS OF DUTY

Core Hours

E4. All employees must attend for work during core hours unless they have the prior approval of their supervisor to be absent on flex or other leave. Core hours for full-time employees are usually 9.30am - 12.00 noon and 2.00pm - 3.00pm.

...

FLEXTIME

E13. The DEH Flexible Working Arrangements Scheme is a cooperative arrangement between DEH management and employees, which provides for optimal organisational flexibility to meet operational requirements and deliver client services, and flexible working hours for employees to balance their work and personal lives. Under these arrangements employees will be able to balance personal and work needs, and work their required or regular hours of duty in a flexible...
Department of the Environment and Heritage (DEH) Collective Agreement 2006-2009

manner. The following flexible working arrangements apply to employees employed in classifications at APS1-6 level (except those who work on a shift roster or fixed daily hours basis).

E14. Under these arrangements employees can either work their required or regular hours of duty in a flexible manner, or in respect to a settlement period, elect a working pattern (following consultation with their manager) that will enable the employee to nominate those days over the course of the settlement period that will be covered by flex leave. Approval of such arrangements is subject to operational requirements.

E15. For the purposes of calculating flextime the working day will be 7 hours 25 minutes, 4 minutes of which is to be banked towards the Christmas/New Year Shutdown, referred to in clauses E9-E12 of this Agreement.

Flextime Bandwidth

E16. The span of hours (flextime bandwidth) during which employees may work their ordinary hours of duty is usually 7.00am to 7.00pm, Monday to Friday. It is expected that these flextime bandwidth hours will meet most of DEH’s operational requirements.

E17. After discussion and general agreement with employees, a manager may vary the flextime bandwidth for a workplace. However, the period over which the bandwidth may be set is 12 hours.

Settlement Period

E18. DEH employees covered by the DEH Flexible Working Arrangements Scheme may adjust how they work their total ordinary hours over a “4 week settlement period” (i.e. 147 hours), commencing on a Thursday payday and finishing on a Wednesday.

Maximum Flex Credit

E19. A flex credit is the accumulation of flextime in excess of the ordinary hours of duty (147 hours) over a settlement period.

E20. Subject to clause G21, flex credits cannot be accumulated outside the flextime bandwidth hours. Where employees are required by managers to work outside the bandwidth, usually 7.00am to 7.00pm, overtime is payable.

E21. A flex credit of 40 hours is the maximum an employee may carry over from one settlement period to the next, and this credit may be carried indefinitely.

E22. Subject to operational requirements, there is no limit on the amount of flex leave that may be taken during a settlement period. Flex leave may be taken in conjunction with all forms of other leave except for LSL, in so far as it does not constitute a break in LSL, as outlined in clause H37. Personal leave may also be an exception for the purposes of personal illness/injury.
Department of the Environment and Heritage (DEH) Collective Agreement 2006-2009

Maximum Flex Debit

E23. A flex debit occurs when the time worked is less than ordinary hours of duty (147 hours) over a settlement period.

E24. A flex debit of 20 hours is the maximum an employee may carry over from one settlement period to the next, and it may be carried indefinitely. Where an employee exceeds this maximum, they must take either leave without pay or recreation leave to reduce their debit back to a maximum of 20 hours.

E25. Flex debits up to the maximum of 20 hours may be carried between Sections as employees move around DEH. However, when an employee is ceasing employment with DEH (to work with another employer either ongoing or non-ongoing) or the APS, they must either work off their debit, or the equivalent salary amount will be debited from the last pay they receive from DEH.

A federal union collective agreement in the Commonwealth public service.
Source: Workplace Authority agreements database; agreement number 0649679.

Early Finish on Fridays

EXAMPLE 99.

Autoliv Australia Pty Ltd Enterprise Agreement 2006

10.8 Early Finish on Fridays

To enhance employee’s access to leisure time and ensure their ability to organise for weekends and certain religious obligations, employees will finish an hour and five minutes early each Friday with no loss of pay.

A union collective agreement in the metal industry.
Source: AIRC agreements database; agreement number AG848815.
Leave entitlements

Annual Leave

Annual leave – enhanced entitlement

**EXAMPLE 100.**

Kirin Australia (MPO) Enterprise Agreement 2006-8

11. Kirin will grant an employee who has completed 12 months’ service, 228 hours (equivalent to 3 fortights) annual leave per annum.

Kirin will consult with its employees and the union to work out acceptable annual leave rostering.

A State union collective agreement in the manufacturing industry.
Source: Workplace Authority agreements database; agreement number WAIRC Agreement number 8 of 2006.

**EXAMPLE 101.**

Printing (Community Newspaper Group) Production Employees (Enterprise Bargaining) Agreement 2006

24(1) Every employee shall receive six weeks and two days annual leave for each year of service. Part time employees will receive annual leave on a pro rata basis.

A State union collective agreement in the information media and telecommunications industry, covering approximately 20 employees.
Source: WAIRC agreements database; agreement number 20 of 2006.

**EXAMPLE 102.**

University of Technology Sydney, Students’ Association (PACCT) Enterprise Agreement 2007 – 2010

6.1.1 Employees, other than casual employees, shall be entitled to 175 hours annual leave for each 12 months service with the Students’ Association, in addition to any public holiday occurring during such period of annual leave, if a full-time employee. Part-time staff shall be entitled to this leave on a pro-rata basis.

6.1.2 Annual leave may be taken before or after the completion of each 12 months service, provided that the period of annual leave taken shall not exceed the proportion of the year’s annual leave which the employee has accrued at the date of commencement of the annual leave being taken.
University of Technology Sydney, Students’ Association (PACCT) Enterprise Agreement 2007 – 2010

6.1.3 Annual leave may be taken in advance of having been accrued by agreement with the employer.

6.1.4

a) If an employee does not avail themselves of the full amount of annual leave accrued to them each year, such leave accumulates.

b) At the commencement of this Agreement, an employee who has accumulated annual leave will be awarded additional annual leave, the amount being 14.75% of their accumulated annual leave.

6.1.5 In the event of the death of any employee, the monetary value of all annual leave for which the employee was eligible at the time of death shall be paid to the employee’s next of kin, or other persons as requested in writing by the employee prior to the death occurring.

6.1.7 Employees other than casual employees shall be granted an annual leave loading equivalent to 25% of ordinary pay at the time any annual leave is taken.

6.1.8 Upon retirement, or termination for any reason, an employee shall be paid all annual leave and annual leave entitlements remaining to their credit.

Annual Leave – additional purchased leave

EXAMPLE 103.

Workplace Authority Agreement Builder

Purchasing additional leave

Purchased leave aims to provide the employee with the flexibility to access extra leave to assist in balancing work and personal commitments. By agreement with the employer, an employee may request to purchase an additional one, two, three or four weeks of annual leave per year. In considering this request regard must be had to the operational requirements of the workplace.

Purchased leave must be scheduled and utilised within the 12 month period in which it is purchased. Purchased leave not taken during this period will automatically be reimbursed in the employee’s pay.

Purchased leave will count as service for all purposes.
Example 104.

**Brightwater Care Group Incorporated Health Service Union Collective Workplace Agreement 2007**

29(3)

(a) At the request of an employee an employer may agree to an arrangement (“the arrangement”) whereby the employee accrues either an additional 1, 2, 3 or 4 weeks annual leave in lieu of salary of the equivalent value. Both the agreement to the arrangement and the time at which the additional leave is taken will be dependent on the operational requirements of the department where the employee works at the particular time.

(b) Unless otherwise agreed between the employee and the employer, an employee who enters into an arrangement under this subclause does so in blocks of 12 months. Further, it will be assumed that, an employee having entered into the arrangement, the arrangement will be continuing from year to year unless the employee otherwise notifies the employer in writing.

(c) For the purposes of this Subclause and without limiting the meaning of the term, “operational requirements” may include:

(i) The availability of suitable leave cover, if required;

(ii) The cost implications;

(iii) The impact on client/patient service requirements; and

(iv) The impact on the work of other employees.

(d) The portion of the employee’s salary to be forfeited shall be calculated as a fortnightly amount and their fortnightly salary shall be decreased by that amount for the duration of the arrangement.

(e) All annual leave taken during the course of the arrangement shall be paid at the reduced rate.

(f) Where practical leave accrued prior to the commencement of the purchased leave arrangement should be taken or paid out.

(g) The additional annual leave shall continue to accrue while the employee is on leave during the course of the arrangement.

(h) The reduced salary shall be used for all purposes during the course of the arrangement including calculation of superannuation, penalties, overtime, salary sacrifice and any other allowances, which are salary based.

(i) The additional leave shall attract leave loading when taken and as such the value of loading, equivalent to 17.5%, shall be included in the salary to be forfeited.

A federal union collective agreement in the health care and social assistance industry, covering more than 500 employees.

Source: Workplace Authority agreements database; agreement number 072334436.
EXAMPLE 105.

City of Wodonga Enterprise Agreement 2006

17. Employees may apply to work the 48/52 model of employment, and the 48/52 model of employment can only be introduced at an employee’s initiative. Applications for 48/52 employment must be approved by the employee’s Manager and Direction and is subject to the operational needs and requirements of the work unit. Other fractions may be introduced by agreement.

An employee working under the 48/52 model of employment may request a reversion to standard employment conditions. Such requests can only be made every 12 months from the date of transfer to 48/52 employment.

Source: AIRC agreements database; agreement number AG848075.

EXAMPLE 106.

National Library of Australia Collective Agreement 2007-2010

F11 Purchased leave

F11.1 The Library will consider an annual request from employees to arrange in advance to purchase additional leave during a calendar year. The length and time of leave purchased will be subject to agreement between the employee and the Director-General. In extenuating circumstances the Director-General may agree to more than one such request in a year.

F11.2 In extenuating circumstances the Director-General will agree to a request from an employee to cancel the purchased leave arrangement and return deductions made for purchased leave not yet taken.

F11.3 If an employee takes advantage of purchased leave arrangements, the value of the additional leave will be deducted from his/her fortnightly salary in instalments over a maximum period of twenty-six pay periods or a lesser period as requested by the employee.

F11.4 Approved leave under clause F11.1 must be taken by 31 December in the calendar year in which it is purchased and the leave will count as service for all purposes.

F11.5 Leave of less than one day. Purchased leave may be used for absences of less than one day.

Source: Workplace Authority agreements database; agreement number 072754193.
EXAMPLE 107.

Department of Culture And The Arts Retail Staff Agreement 2007

32. **Purchased Leave**

44/52 WAGE ARRANGEMENT

32.1 The employer and an employee may agree to enter into an arrangement whereby the employee can purchase up to eight weeks additional leave.

32.2 The employer will assess each application for 44/52 wage arrangement on its merits and give consideration to the personal circumstances of the employee seeking the arrangement.

32.3 Where an employee is applying for purchased leave of between five (5) and eight (8) weeks the employer will give priority access to those employees with carer responsibilities.

32.4 Access to this entitlement will be subject to the employee having satisfied the agency’s accrued leave management policy.

32.5 The employee can agree to take a reduced wage spread over the 52 weeks of the year and receive the following amounts of purchased leave:

<table>
<thead>
<tr>
<th>Number of weeks wages spread over 52 weeks</th>
<th>Number of weeks purchased leave</th>
</tr>
</thead>
<tbody>
<tr>
<td>44 weeks</td>
<td>8 weeks</td>
</tr>
<tr>
<td>45 weeks</td>
<td>7 weeks</td>
</tr>
<tr>
<td>46 weeks</td>
<td>6 weeks</td>
</tr>
<tr>
<td>47 weeks</td>
<td>5 weeks</td>
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<tr>
<td>48 weeks</td>
<td>4 weeks</td>
</tr>
<tr>
<td>49 weeks</td>
<td>3 weeks</td>
</tr>
<tr>
<td>50 weeks</td>
<td>2 weeks</td>
</tr>
<tr>
<td>51 weeks</td>
<td>1 week</td>
</tr>
</tbody>
</table>

32.6 The purchased leave will not be able to be accrued. The employee is to be entitled to pay in lieu of the purchased leave not taken. In the event that the employee is unable to take such purchased leave, his/her wage will be adjusted on the last pay period in January to take account of the fact that time worked during the year was not included in the wage.

32.7 Where an employee who is in receipt of an allowance provided for in clause 19 - Higher Wages of the award proceeds on any period of purchased leave the employee shall not be entitled to receive payment of the allowance for any period of purchased leave.

32.8 In the event that a part time employee’s ordinary working hours are varied during the year, the wage paid for such leave taken will be adjusted on the last pay in January to
Example 108.


Purchasing additional annual leave

23.7 Subject to operational requirements and the principle that the ASC not incur any additional cost, the ASC may at its discretion allow an employee to ‘purchase’ additional annual leave in a block of one or two weeks once in a calendar year. The additional leave will be paid for by the employee’s fortnightly salary being reduced by a corresponding proportion of its original amount. Employees must apply in writing to purchase additional annual leave and once approved this approval cannot be revoked.

A federal union collective agreement in the arts and entertainment industry, covering more than 500 employees.
Source: Workplace Authority agreements database; agreement number 072857595.

DEFERRED WAGES ARRANGEMENT

32.9 With the written agreement of the employer, an employee may elect to receive, over a four-year period, 80% of the wage they would otherwise be entitled to receive in accordance with the agreement.

32.10 The employer will assess each application for deferred wages on its merits and give consideration to the personal circumstances of the employee seeking the leave.

32.11 On completion of the fourth year, an employee will be entitled to 12 months leave and will receive an amount equal to 80% of the wage they were otherwise entitled to in the fourth year of deferment.

32.12 Where an employee completes four (4) years of deferred wage service and is not required to attend duty in the following year, the period of non-attendance shall not constitute a break in service and shall count as service on a pro-rata basis for all purposes.

32.13 An employee may withdraw from this arrangement prior to completing a four-year period by written notice. An employee will receive a lump sum payment of wages forgone to that time but will not be entitled to equivalent absence from duty.

32.14 The employer will ensure that superannuation arrangements and taxation effects are fully explained to the employee by the relevant authority. The employer will put any necessary arrangements into place.

A State collective agreement in the public administration and safety industry.
Source: WAIRC agreements database; agreement number 47 of 2007.
**Annual Leave arrangement**

**EXAMPLE 109.**

**Workplace Authority Agreement Builder**

**Annual leave at half pay**

By agreement with the employer, an employee may request to take annual leave at half pay. This will enable the employee to access additional leave to assist in balancing work and family obligations. In considering this request, regard must be had to the operational requirements of the workplace.

**EXAMPLE 110.**

**Health Services Union – WA Health State Industrial Agreement 2006**

35. **Annual Leave**  
(18) **Double the leave on half pay**

Subject to operational requirements as defined in subclause (17)(e) of this clause, and with the agreement of the employer, an employee may elect to take twice the period of any portion of their annual leave, including any time in lieu taken as leave, at half pay.

A State collective agreement in the health care and social assistance industry.  
Source: WAIRC agreements database; agreement number PSAAG 19 of 2006.

**EXAMPLE 111.**

**Australian Sports Commission (Committed to Excellence) Collective Workplace Agreement 2007-11**

**Half pay leave option**

23.8 Subject to operational requirements, employees may take annual leave entitlements at half pay thereby doubling the number of days of leave taken.

Employees must request this at the time of applying to take annual leave.

A federal union collective agreement in the arts and entertainment industry, covering more than 500 employees.  
Source: Workplace Authority agreements database; agreement number 072857595.

**EXAMPLE 112.**

**City of Canning and Engineering Workplace Employees Collective Agreement 2007**

17.5 **Annual Leave**
### City of Canning and Engineering Workplace Employees Collective Agreement 2007

All members of the Mechanical Workshop will nominate their preferred annual leave dates. Where more than one employee applies for the same period, names will either be drawn from a hat or employees may negotiate with each other for the desired leave period. Once the roster is finalised except in emergency circumstances, team members will negotiate with each other in order to alter the roster. In emergency circumstances, management will organise the employee replacement.

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A federal employee collective agreement in the public administration and safety industry, covering more than 500 employees.

Source: Workplace Authority agreements database; agreement number 072161029.

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### Personal Leave

**Example 113.**

**EDL Group Operations Pty Ltd, West Kimberley Operations, Greenfields Agreement**

Clause 24.2.2 West Kimberley Operators who work full time hours shall be entitled to four (4) weeks personal/carer’s leave in accordance with the roster worked, for each year of continuous service or a pro-rata amount calculated based on the employee’s nominal hours. This equates to sixteen (16) days accumulated uniformly per annum.

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An employer greenfields agreement in the Electricity, Gas, Water and Waste Services industry.

Source: Workplace Authority agreements database; agreement number 061124656.

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**Example 114.**

**CNH Australia Pty Ltd St Marys Storepersons Enterprise Agreement**

10.5 The Company will provide up to 50 additional days, paid sick leave per annum. This will be subject to the recommendation of the Warehouse Manager and approval by the Senior Director Human Resources. All accrued personal/leave must be utilised prior to the use of additional sick leave and medical certificates must be presented on each occasion.

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An employee collective agreement in the wholesale trade industry, covering 100-499 employees.

Source: Workplace Authority agreements database; agreement number 06895245.
**EXAMPLE 115.**

**Qantas Airways Limited (AWU, AMWU) Brisbane Heavy Maintenance Agreement II 2006**

**29.1 Amount of paid sick leave**

29.1.1 Paid sick leave is available to an employee, other than a casual, when he or she is absent due to personal illness or injury.

29.1.2 Sick leave of 76 hours is available in the first year of service. One hundred and fourteen (114) hours sick leave is available in any second and subsequent year of service.

29.1.3 In any year, unused sick leave accrues at the rate of the current year's sick leave entitlement less the number of sick leave and carer's leave hours taken.

29.1.4 Leave with pay will be granted to an employee if the employee is absent from work due to illness or injury, subject to this clause.

29.1.9 **Maximum period of unpaid sick leave**

If an employee has exhausted all leave allowable with pay, the employee may be granted additional leave without pay, up to a combined maximum of 78 weeks paid and unpaid leave.

**29.4 Carer's leave**

29.4.1 An employee is entitled to use up to 76 hours sick leave in each anniversary year as carer's leave.

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A federal union collective agreement in the transport services industry, covering over 500 employees.
Source: Workplace Authority agreements database; agreement number 061188720.

**EXAMPLE 116.**

**Australian Sports Commission (Committed to Excellence) Collective Workplace Agreement 2007-11**

**24.1 Personal leave encompasses ‘personal sick leave’ and ‘family / carer leave’**.

24.2 For family / carer purposes, an employee is entitled to paid leave for each occasion (a permissible occasion) when a member of the employee’s immediate family or household requires care or support because of a personal illness, or injury, of the member or because of an unexpected emergency affecting the member.

24.3 An employee will be credited 20 days of personal leave upon commencement of employment and 20 days will be credited to an employee upon each anniversary of their commencement.

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A federal union collective agreement in the arts and entertainment industry, covering more than 500 employees.
Source: Workplace Authority agreements database; agreement number 072857595.
### Example 117.

**Ecowise Environment (Regional Australian Operations) Certified Agreement 2006-9**

30.3 The amount of sick leave with pay available to an employee is 15 days per year pro rata from the date of commencing employment.

30.4 Unused sick leave will be accumulative.

30.5 Employees shall be allowed five days of their annual sick leave credits per year without a medical certificate, provided a continuous absence on sick leave of more than two consecutive working days will require a medical certificate.

A federal union collective agreement, covering 100-499 employees.
Source: Workplace Authority agreements database; agreement number 06160511

### Example 118.

**Box Hill Enterprises Collective Agreement 2006-2008**

29.1. Paid personal leave is available to an employee when he or she is absent due to:

- 29.1.1 personal illness or injury (sick leave); or
- 29.1.2 for the purposes of providing care or support to an immediate family or household member who requires the employee’s care and support (carer’s leave) because of a personal illness, or injury of the member, or an unexpected emergency affecting the member; or
- 29.1.3 because of compassionate leave; or
- 29.1.4 an employee of Aboriginal or Torres Strait Islander tradition to be absent from work for Aboriginal or Torres Strait Islander ceremonial purposes.

29.2 Personal leave of 36 days full pay is credited on commencement of service.

29.3 On completion of two years and for each year of service thereafter on the anniversary of commencement a further eighteen days full pay is credited.

A union collective agreement in the education and training industry, covering 20-99 employees.
Source: Workplace Authority agreements database; agreement number 061100762.
Compassionate leave

EXAMPLE 119.

RACV Metropolitan Patrol Services Collective Agreement 2006 – 2009

50.4(i) An employee, other than a casual employee, is entitled to up to five ordinary days’ paid leave on each occasion if a member of the employee’s immediate family or household in Australia dies. If the death of an immediate family member occurs outside of Australia, and the employee attends the funeral, leave of up to an additional five days may be granted by RACV.

A union collective agreement in the financial and insurance services industry, covering more than 500 employees.
Source: Workplace Authority agreements database; agreement number 06111150

EXAMPLE 120.

Ecowise Environment (Regional Australian Operations) Certified Agreement 2006-9

30.3 The amount of sick leave with pay available to an employee is 15 days per year pro rata from the date of commencing employment.

30.4 Unused sick leave will be accumulative.

35. Bereavement Leave

35.1 Subject to the discretion of the Company to grant leave, an employee shall be entitled to a maximum of three days leave of absence on the death of a spouse, partner, parent, brother, sister or child, grandparent, grandchild, parent-in-law or parent of defacto partner of the employee.

35.2 The Company shall require the employee to provide satisfactory evidence of the death of the employee’s immediate family member.

A federal union collective agreement, covering 100-499 employees.
Source: Workplace Authority agreements database; agreement number 06160511.

EXAMPLE 121.

Aboriginal Health Council of South Australia Inc. Enterprise Agreement 2006

26. Bereavement Leave

26.1 The provisions of this clause apply in addition to the Bereavement Leave provisions in the Award.

26.2 Employees are entitled to extra paid leave equivalent to three normal working days for each death.

26.3 The Employer may grant additional unpaid leave if:
### Aboriginal Health Council of South Australia Inc. Enterprise Agreement 2006

- Cultural custom and practices require a longer absence
- Interstate or overseas travel is reasonably involved

26.4 Employees may also request to use ‘Leave Bank’ or flexitime as additional paid bereavement leave.

26.5 Employees are entitled to bereavement leave upon the death of any household or family member of the employee. The Employer may require employees to demonstrate that a household or family relationship exists.

26.6 The Employer may grant employees paid leave to attend the funerals of other persons if justified on compassionate grounds. The Employer will consider all such applications.

A State enterprise agreement in the healthcare and social assistance industry.
Source: South Australian Industrial Relations Tribunals agreements database; agreement number 06909 of 2006B.

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### Pooled leave

**Example 122.**

**University of Technology Sydney, Students’ Association (PACCT) Enterprise Agreement 2007 – 2010**

#### 6.2 Pooled Sick, Family/Carer, Childcare, Compassionate, Cultural And Moving Leave

6.2.1 All employees shall be entitled to a pool of 154 hours (or pro-rata for fractional staff) paid leave in each year of service from the date of their employment for the mixed purposes of sick leave, family/carer leave, childcare leave, compassionate/bereavement leave, cultural leave and leave for moving, with no individual limits applying to the different types of leave within this leave pool. Childcare leave can be taken for the purpose of delivering or collecting a child from a childcare agency. Cultural leave can be taken for the purpose of participation in a community, cultural or religious event. With regard to such leave, the Association recognises that the diversity of its staff is a positive feature, assisting it to reflect and serve the wider community to which we belong, and that significant festivals and dates celebrated by some cultural groups are not accommodated by Australian public holidays. The Personnel Committee is responsible for approval for such leave and may, in this regard, require an employee to demonstrate their community, cultural or religious affiliation.

6.2.2 Consideration may be given to the granting of additional leave in special circumstances.

6.2.9 Subject to prompt notice being given, compassionate leave is available to each employee upon the death, illness or injury of a spouse, same sex partner or de facto, child/step-child, parent/step-parent, brother/sister, step-sister/brother, grandchild, grandparent, in-law, close domestic pet, or any other person approved by the Students’ Association. Each employee shall be entitled to leave of absence without loss of pay, for a period not exceeding five days.
University of Technology Sydney, Students’ Association (PACCT) Enterprise Agreement 2007 – 2010

unless otherwise negotiated, and/or where required, a further period of leave without pay.

6.2.10 Any leave, as specified in 6.2.1, not taken will accumulate for a maximum of five years. Such accrued leave will not be paid out upon the termination of employment (including resignation) of an employee.

A union collective agreement in the education and training industry.
Source: NSWIRC agreements database; enterprise agreement number EA07/4.

EXAMPLE 123.
Aboriginal Health Council of South Australia Inc. Enterprise Agreement 2006

21. Leave Bank

The parties agree that a ‘Leave Bank’ will be created combining Annual Leave, Sick Leave, Carer’s Leave and Moving Day entitlements for each full time or part time employee. Upon commencement, a new employee will be entitled to access sixteen days leave from their leave bank. This does not include annual leave which is accrued in accordance with Clauses 22.

Under this arrangement, each employee will be entitled to a total of thirty-six (36) working days leave per service year, consisting of 16 days from the leave bank and 20 days annual leave adjusted on a pro-rata basis for part-time employees. Unused leave within the Leave Bank will be rolled-over into the next year of service.

Under leave bank arrangements, an employee may elect to use all 36 days of leave entitlements for either annual, sick or other leave (as is necessary). In such cases, the employee would not be entitled to further leave (with pay) until the commencement of their next year of service with the exception of Special Leave as provided in Clause 27. It is agreed that the following provisions will apply:

21.1 Separate records of annual and sick leave will be maintained for payroll purposes.
21.2 Employees will be required to complete sick leave/annual leave forms and leave will be adjusted from their accrual.
21.3 Where an employee terminates employment for any reason, only the annual leave component of their ‘Leave Bank’ will be paid out.
21.4 Employees may with the approval of the employer transfer paid leave to another employee who has exhausted all other options for paid leave.

A State enterprise agreement in the healthcare and social assistance industry.
Source: South Australian Industrial Relations Tribunals agreements database; agreement number 06909 of 2006B.
**EXAMPLE 124.**

Department of Transport and Regional Services Collective Agreement 2006 – 2009

L4 **Personal Circumstances Leave (PCL)**

**Introduction**

L4.1 PCL is leave based on the traditional circumstances of sick, family and emergency leave, together with bereavement, new parent and ceremonial leave, as well as leave for any other approved purpose.

L4.2 An application for PCL will be considered sympathetically subject to operational requirements.

**Exclusions**

L4.3 An employee who falls ill during a period of approved Other Leave without pay cannot apply for PCL during that period.

L4.4 An employee who is entitled to leave with pay under the Maternity Leave Act is not entitled to PCL with pay for any period of paid Maternity Leave.

**Coverage**

L4.5 PCL applies, but is not limited, to leave for:

a) personal illness or to provide care or support to a member of the employee’s immediate family or household who requires care and support because of personal injury or an unexpected emergency affecting the member;

b) family responsibilities including caring for the elderly (other than those which can generally be planned for e.g. school holidays or childcare centre annual closure unless the child is sick over these periods);

c) emergency situations;

d) important personal appointments that can only be attended during standard work time;

e) compassionate and bereavement purposes;

f) short-term volunteer or community service activities;

g) ceremonial duties and commitments;

h) a period of up to 2 days for the purposes of obtaining approval to adopt an eligible child; and

i) any other purpose approved by the Secretary.

L4.7 The maximum period of continuous PCL that may be granted to an employee under this clause L4 is 52 weeks, unless the employee has accrued more than 52 weeks paid PCL in which case the employee may be granted that period of paid PCL.
**Department of Transport and Regional Services Collective Agreement 2006 – 2009**

**Accrual**

L4.9 An ongoing employee who works full-time is entitled to up to 187.5 hours (25 days) full pay PCL on engagement and will receive a further accrual of 187.5 hours on completion of each 12-month period of service.

L4.12 An employee's PCL entitlement includes the employee's entitlements to paid personal/carer's leave and paid compassionate leave under the Australian Fair Pay and Conditions Standard. An employee may apply to use part of their personal/carer's leave in respect of any of the other circumstances set out in subclause L4.5 if such an arrangement provides the employee with a more favourable outcome.

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A union collective agreement in public administration, covering more than 500 employees.  
Source: Workplace Authority agreements database; agreement number 06295477.

**Blood donors leave**

**Example 125.**

**Kreglinger (Australia) Pty Ltd (Derrimut & Bendigo Sites) & National Union of Workers Enterprise Agreement 2005**

35.1 A weekly employee who is absent during ordinary working hours for the purpose of donating blood shall not suffer any deduction of pay, up to a maximum of two and a half hours or by agreement for a longer period on each occasion and subject to a maximum of four separate absences for the purposes of donating blood each calendar year. Provided further that such employee shall arrange as far as practicable for the absence to be as close as possible to the beginning or the ending of the employee's ordinary working hours.

35.2 Proof of the attendance of the employee at a recognised place for the purpose of donating blood, and the duration of such attendance, shall first be furnished to the satisfaction of the employer. Further the employee shall notify his or her employer as soon as possible of the time and date upon which the employee is requesting to be absent for the purpose of donating blood.

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A union collective agreement in the transport industry.  
Source: AIRC agreements database; agreement number AG845075.
Ceremonial leave (graduations)

**EXAMPLE 126.**

**Kone Service Employees Union Collective Agreement 2007**

The Employee may take leave for ceremonial purposes deducted from their annual leave to attend ceremonies for direct family members, examples being school graduations, the awarding of Orders of Australia, University Graduations. Satisfactory notice and evidence will be required by KONE.

A union collective agreement covering 20-99 employees.
Source: Workplace Authority agreements database; agreement number 73205046.

Cultural and ceremonial leave

**EXAMPLE 127.**

**Workplace Authority Agreement Builder**

**Cultural and ceremonial leave for employees from an Indigenous background**

This Agreement recognises the importance to Indigenous employees of participating in ceremonial activities and other cultural and religious obligations. An Indigenous employee with six months’ continuous service is entitled to apply for up to three days’ paid cultural and ceremonial leave per year to attend Indigenous ceremonial activities and other cultural and religious obligations. Approval of cultural and ceremonial leave is subject to the agreement of the employer which will not be unreasonably withheld. Where appropriate, the employer may request that the employee provide appropriate documentation or a statutory declaration made by the employee, prior to accessing this entitlement.

The entitlement to cultural and ceremonial leave is available to the employee each calendar year and is non-cumulative.

Payment for paid cultural and ceremonial leave will be made at the ordinary rate of pay the employee receives immediately before the period of leave begins. This leave does not deduct from any other leave entitlements.

By agreement with the employer, an Indigenous employee may also arrange for a period of unpaid leave of up to three months to attend Indigenous cultural and ceremonial obligations. Unpaid leave does not count as service but does not break continuity of service.

**Leave to attend NAIDOC ceremonies for employees from an Indigenous background**

An Indigenous Australian employee with six months’ continuous service is entitled to one day paid leave to attend National Aboriginal and Islander Day Observance Committee (NAIDOC) ceremonies.
This leave is available to the employee each calendar year and is non-cumulative. Payment for leave to attend NAIDOC ceremonies will be made at the ordinary rate of pay the employee receives immediately before the period of leave begins. This leave does not deduct from any other leave entitlements.

**Example 128.**

**Logtek (Australia) Pty Ltd Collective Agreement – 2006**

20. On application leave may be granted for employees to observe their own religious and/or ethnic festivals or observing holidays applicable to his/her religion.

The company recognises and supports an international and local culture. Employees may take Annual Leave in the first instance, otherwise they may take approved leave without pay to observe a festival or other special events associated with their own religion or culture.

An employer greenfields agreement in the manufacturing industry.

Source: Workplace Authority agreements database; agreement number 06845078.
### EXAMPLE 129.

**BUILDING TRADES (GOVERNMENT) GENERAL AGREEMENT 2007**

<table>
<thead>
<tr>
<th>Section</th>
<th>Description</th>
</tr>
</thead>
<tbody>
<tr>
<td>17.</td>
<td>Cultural/Ceremonial Leave</td>
</tr>
<tr>
<td>17.1</td>
<td>Cultural/ceremonial leave shall be available to all Employees.</td>
</tr>
<tr>
<td>17.2</td>
<td>Such leave shall include leave to meet the Employee’s customs, traditional law and to participate in cultural and ceremonial activities.</td>
</tr>
<tr>
<td>17.3</td>
<td>Employees are entitled to time off without loss of pay for cultural /ceremonial purposes, subject to agreement between the Employer and Employee and sufficient leave credits being available.</td>
</tr>
<tr>
<td>17.4</td>
<td>The Employer will assess each application for ceremonial/cultural leave on its merits and give consideration to the personal circumstances of the Employee seeking the leave.</td>
</tr>
<tr>
<td>17.5</td>
<td>The Employer may request reasonable evidence of the legitimate need for the Employee to be allowed time off.</td>
</tr>
<tr>
<td>17.6</td>
<td>Cultural /ceremonial leave may be taken as whole or part days off. Each day or part thereof, shall be deducted from:</td>
</tr>
<tr>
<td></td>
<td>(a) The Employee’s annual leave entitlements (where applicable); or</td>
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<td></td>
<td>(b) The Employee’s accrued Long Service Leave entitlements, but in full days only, accrued days off or time in lieu; or</td>
</tr>
<tr>
<td></td>
<td>(c) Accrued days off or time in lieu.</td>
</tr>
<tr>
<td>17.7</td>
<td>Time off without pay may be granted by arrangement between the Employer and the Employee for cultural/ceremonial purposes.</td>
</tr>
</tbody>
</table>

A State collective agreement in the construction industry.  
Source: WAIRC agreements database; agreement number 2007 WAIRC 00610.
EXAMPLE 130.

Aboriginal Health Council of South Australia Inc. Enterprise Agreement 2006

29. Religious, Cultural And Ceremonial Leave

Employees are entitled to up to 20 days unpaid ceremonial leave in any one-year if religious, cultural or ceremonial tradition legitimately requires absence from work.

Paid leave under this clause may be negotiated between the employer and employee. The employer may require employees to demonstrate the significance of events when considering an application.

30. National Aboriginal And Islander Week (NAIDOC) Leave

The employer and employee may negotiate time off with or without pay to attend official celebrations and activities during NAIDOC.

A State enterprise agreement in the healthcare and social assistance industry.
Source: South Australian Industrial Relations Tribunals agreements database; agreement number 06909 of 2006B.

EXAMPLE 131.

Yarra Plenty Regional Library Service Enterprise Agreement 2006-2009

12.7 Cultural and Ceremonial Leave

A cultural holiday may be taken in lieu of a gazetted public holiday.

Employees wishing to substitute a recognised public holiday(s) with a cultural holiday shall provide the employer with an annual calendar of their cultural holidays in December of each year with specific details of the substitution required. Substitution will be required on an annual basis.

…

Alternatively the employee may elect to apply for up to ten days unpaid leave per annum, non-cumulative. Where practicable requests for approval for cultural or ceremonial leave must be made at least two weeks’ prior to the required date of leave.

A federal union collective agreement in the arts and entertainment industry, covering 100-499 employees.
Source: Workplace Authority agreements database; agreement number 06957905.
**Volunteering Leave**

**Example 132.**

Canberra Institute of Technology Union Collective Agreement for Teaching Staff 2006 to 2009

29. **Volunteering**

29.1 The parties recognise the community partnerships between ACT Government agencies and their volunteers and the valuable contribution to the ACT community that volunteers make.

29.2 CIT [Canberra Institute of Technology] will facilitate teacher participation in appropriate volunteering programs subject to operational requirements.

29.3 Accordingly, subject to operational requirements, CIT may approve paid leave of up to three days annually for teachers who take part in approved volunteering activities. An absence for paid volunteering leave will not be counted towards a teacher’s annual teaching load.

29.4 Unpaid leave of up to 20 days annually may also be approved for teachers who take part in approved volunteering activities subject to operational requirements. An absence for unpaid volunteering leave will not be counted towards a teacher’s annual teaching load.

A federal union collective agreement in the education and training industry, covering more than 500 employees.
Source: Workplace Authority agreements database; agreement number 061129752.

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**Birthday Leave**

**Example 133.**

Emporium Hotels Pty Ltd Collective Agreement 2007

**Birthday Leave**

Employees who have been employed continuously for a period of at least 6 months and who have worked a minimum of 520 hours in the previous 6 months are entitled to a single ‘paid shift off’ for their birthday. The payment will be based on a 7.6 hour shift and is paid at the applicable ordinary hourly base rate and will not attract overtime payments, casual loadings or penalties (weekend or otherwise) irrespective of when the ‘paid shift off’ is taken.

The ‘paid shift off’ must be taken within 1 month of the date of the employee’s birthday, on a day mutually agreed to by the employee and their supervisor.

The ‘paid shift off’ can not be exchanged for cash. Where the ‘paid shift off’ is not taken within the 1 month period, it will be forfeited by the employee.

A federal employee collective agreement in the accommodation and food services industry, covering 20-99 employees.
Source: Workplace Authority agreements database; agreement number.
## Christmas Leave

### Example 134.

**Yarra Plenty Regional Library Service Enterprise Agreement 2006-2009**

**Christmas Shopping Time**

All full-time and part-time staff working in excess of 17.5 hours per week shall be granted Christmas Shopping time at the rate of 2 hours for full-time staff and one hour for part-time staff, such leave to be taken after December 7 in each year, at a mutually convenient time.

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A federal union collective agreement in the arts and entertainment industry, covering 100-499 employees.

Source: Workplace Authority agreements database; agreement number 06957905.

### Example 135.

**Greening Australia Queensland Agreement 2006-2009**

GAQ offices will be officially closed to the public between Christmas and New Year. Employees who have not accrued annual leave or the prescribed special Christmas Leave (see below) will be working during this period.

5.7.1 Upon completion of more than one year’s service, an employee, other than a casual employee, will be entitled to the following amounts of Christmas Leave each year, as specified below:

   (i) between one and two years service – one day each year;

   (ii) between two and three years service – two days each year;

   (iii) more than three years service – three days each year.

5.7.2 Christmas Leave does not accrue and therefore must be used during the closure period between Christmas and New Years Day of each year.

5.7.3 Christmas Leave is not paid out upon termination.

5.7.4 Leave loading does not apply to Christmas Leave.

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A federal employee collective agreement, covering 100-499 employees.

Source: Workplace Authority agreements database; agreement number 06328991.
EXAMPLE 136.

Conservation Council of South Australia Enterprise Agreement 2008

27.1. Employees are entitled to three days paid leave (pro-rata for part-time employees) during the office shut-down week between Christmas and New Year. This amount will not be deducted from accrued Annual Leave.

A state union enterprise agreement.
Source: SAIRC agreements database; agreement number 3058 of 2008.

EXAMPLE 137.


32. Christmas / New Year Attendance

32.1. Employees will not be required to attend for duty on the 2 days between Christmas and New Year that are not observed or nominated as public holidays and which would otherwise be normal work days under this Agreement. This is subject to:

   (i) operational requirements; and/or
   (ii) appropriate provisions being in place to deal with any urgent business
       that may arise, including the ability to access appropriate employees
       during that time.

32.2. These 2 days will be referred to as non-attendance days. They do not constitute or form part of annual leave and they are not public holidays.

32.3. If operational requirements mean it is essential that an employee must attend for work on any or all of these days they will be entitled to take the day or days missed at a time mutually agreed with their supervisor. This does not apply to casual employees.

32.4. An employee who is engaged under a 7-day rotating shift roster and is not rostered for normal duty on one or both of the 'non-attendance' days will be entitled to take the day or days missed at a time mutually agreed with their supervisor.

32.5. These 2 non-attendance days will be with pay and count as service for all purposes.

A federal union collective agreement in the arts and entertainment industry, covering more than 500 employees.
Source: Workplace Authority agreements database; agreement number 072857595.
EXAMPLE 138.

Aboriginal Health Council of South Australia Inc. Enterprise Agreement 2006

**20. Christmas/New Year Close Down Period**

20.1 The organisation will close for ten (10) days over the Christmas break. This period includes the gazetted public holidays of Christmas, Proclamation Day and New Year’s Day. Employees will receive seven (7) days additional paid leave that must be taken over this period. This closure will not affect employee leave bank entitlements.

20.2 The organisation will close from midday on the last working day before Christmas.

A State enterprise agreement in the healthcare and social assistance industry.
Source: South Australian Industrial Relations Tribunals agreements database; agreement number 06909 of 2006B.

Moving Day Leave

EXAMPLE 139.

Aboriginal Health Council of South Australia Inc. Enterprise Agreement 2006

**Clause 25.1** The Moving Day Leave component of the Employees Leave Bank will be one (1) working day per annum

**Clause 25.2** Employees are entitled to use their leave bank for the purpose of moving house. An employee wishing to use leave for such purpose must complete a leave application form and identify the leave as moving day(s).

A State enterprise agreement in the healthcare and social assistance industry.
Source: South Australian Industrial Relations Tribunals agreements database; agreement number 06909 of 2006B.

Competition Leave

EXAMPLE 140.


**Competition Leave — National Teams**

28.9 The Chief Executive Officer may grant leave with pay plus reasonable travelling time to an employee who is required to attend an approved event relevant to the ASC:

(i) not exceeding 4 weeks in a calendar year to an employee who is a competitor or coach of a national sporting team; and

(ii) not exceeding 4 weeks in 2 years to an employee who is an accredited official of a
### Australian Sports Commission (Committed to Excellence) Collective Workplace Agreement 2007-11

<table>
<thead>
<tr>
<th>Clause</th>
<th>Description</th>
</tr>
</thead>
<tbody>
<tr>
<td>28.10</td>
<td>For the purpose of this clause an approved event means:</td>
</tr>
<tr>
<td></td>
<td>(i) the Olympic Games</td>
</tr>
<tr>
<td></td>
<td>(ii) the Commonwealth Games</td>
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<tr>
<td></td>
<td>(iii) the Paralympics</td>
</tr>
<tr>
<td></td>
<td>(iv) World Championships</td>
</tr>
</tbody>
</table>

28.11 Where an employee is paid or receives an allowance from any other organisation in respect of an ASC-approved attendance at one of these sporting events, except in payment of travel, accommodation and meal expenses, the pay or allowance must be remitted to the ASC.

---

### Special leave with pay

**EXAMPLE 141.**

**Aboriginal Health Council of South Australia Inc. Enterprise Agreement 2006**

<table>
<thead>
<tr>
<th>Clause</th>
<th>Description</th>
</tr>
</thead>
<tbody>
<tr>
<td>27.</td>
<td><strong>SPECIAL LEAVE</strong></td>
</tr>
</tbody>
</table>

Approval for Special Leave is negotiated between the Employer and Employee.

27.1 Special Leave With Pay

The employer may approve a reasonable request for Special Leave with pay of up to 10 days if it meets all of the following conditions:

- The employee has exhausted all other leave entitlements.
- The circumstances are unexpected.
- The employee has at least six months of service.

---

A federal union collective agreement in the arts and entertainment industry, covering more than 500 employees.  
Source: Workplace Authority agreements database; agreement number 072857595.

---

A State enterprise agreement in the healthcare and social assistance industry.  
Source: South Australian Industrial Relations Tribunals agreements database; agreement number 06909 of 2006B.
**Example 142.**

**Beehive Montessori School (Enterprise Bargaining) Agreement 2007**

12(4) Short Leave

(a) The School may grant a teacher leave with pay not exceeding a total of three days in any year to conduct personal business which cannot reasonably be transacted outside hours of duty.

(b) The days shall be non-consecutive.

(c) Such leave shall not accrue from year to year.

(d) Short leave shall not be granted in respect of any day immediately preceding or immediately following a school vacation or the Easter holiday period; or immediately preceding leave granted to attend examinations.

A State collective agreement in the education and training industry.
Source: WAIRC agreements database; agreement number 61 of 2007.

**Example 143.**

**Lake Joondalup Baptist College Inc School’s Non-Teaching Employee (Enterprise Bargaining) Agreement 2008**

18(1) Staff shall, on sufficient cause being shown, be granted special leave with pay.

(2) “Sufficient cause” is defined as a matter or situation for which:

a) No other paid leave is available,

b) No other arrangements can reasonably be made,

c) The absence from duty is required due to pressing necessity.

(3) The period determined at the discretion of the employer having regard to all the circumstances would not normally exceed three (3) days in any one instance.

(4) Such discretion is not to be harshly or unfairly exercised.

A State collective agreement in the education and training industry.
Source: WAIRC agreements database; agreement number 8 of 2008.

**Example 144.**

**Geoscience Australia Certified Agreement 2005-2008**

51.1 The Chief Executive Officer may approve leave for reasons not covered by other leave categories specified in this Agreement, having regard to the operational needs of Geoscience Australia and the workplace. This miscellaneous leave may be either with pay or without pay, as
51.2 Miscellaneous leave with pay may be granted by the Chief Executive Officer in the following (non-exhaustive) circumstances:

(a) examinations for approved students;
(b) Defence force requirements;
(c) participation in major international sporting events; or
(d) participation in State Emergency Service activities.

51.3 Miscellaneous leave with pay will be granted by the Chief Executive Officer in the following circumstances:

(a) requirement to undertake jury service;
(b) attend AIRC proceedings as a witness;
(c) while conducting, or assisting with the conduct of AIRC proceedings pertaining to matters relating to Geoscience Australia/ITR. This does not include leave to prepare a case; or
(d) workplace relations training (subject to operational requirements).

51.4 In addition to the reasons listed above, the Chief Executive Officer may grant additional leave to employees in extraordinary circumstances. Examples of the types of circumstances include involvement of employees affected by state of emergency situations, such as bushfires, floods and earthquakes.

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**Example 145.**

**Metropolitan Ambulance Service and Health Services Union (Management and Administrative Staff) Collective Agreement 2006**

45.1 An Employee may be granted to up to 4 days leave with pay in exceptional circumstances, where all other paid leave entitlements have been exhausted, at the discretion of the Employer.

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A federal union collective agreement in the health care and social assistance industry.
Source: Workplace Authority agreements database; agreement number 061128023.
EXAMPLE 146.

**Lutheran Schools WA (Enterprise Bargaining) Agreement 2005**

16(11) Other Leave

(a) The employer may, where reasonable cause exists (for example study leave, personal business leave, interstate travel) to grant an employee Other Leave with or without pay for any period and upon such conditions as are mutually agreed with the employee.

Other Leave granted under this clause is in addition to any other leave to which an employee is entitled under this agreement.

A State collective agreement in the education and training industry.  
Source: WAIRC agreements database; agreement number 261 of 2005.

EXAMPLE 147.

**Brightwater Care Group Incorporated Health Service Union Collective Workplace Agreement 2007**

30. **Short Leave**

(1) (a) An employee may apply to take up to five (5) days paid Short Leave in each year, to attend to personal business. Short Leave shall be taken:

(i) Either as single days, multiples of single days, or as a block of five (5) days;

(ii) At a time (or times) mutually agreed with your Director/Manager.

(b) It is a condition of the approval of Short Leave that you are not required to be replaced while you are on leave. The approval of Short Leave is always subject to the operational requirements of the business.

(c) Short Leave does not accrue from year to year and will not be paid out on termination.

(d) A part-time employee shall be allowed Short Leave entitlements prescribed in this Agreement in proportion to which their weekly hours bear to thirty seven and one half (37.5) per week.

(2) Notwithstanding the provisions of this clause the employer shall endeavour to accommodate the employee’s request for leave. Where a request is not approved the dispute procedures of this Agreement may be invoked.

A federal union collective agreement in the health care and social assistance industry, covering more than 500 employees.  
Source: Workplace Authority agreements database; agreement number 072334436.
**Example 148.**

**Ashton Coal Operations Pty Limited Ashton Coal Preparation Plant Workplace Agreement 2007**

Clause 2.13 Subject to the approval of management, an employee absent from work because of pressing domestic need will be entitled to leave of up to one day without loss of ordinary pay.

A federal union collective agreement in the mining industry, covering 100-499 employees.
Source: Workplace Authority agreements database; agreement number 071898715.

**Example 149.**

**University of Technology Sydney, Students’ Association (PACCT) Enterprise Agreement 2007 – 2010**

6.13 Special Leave

6.13.1 Employees shall be granted up to twelve days paid leave per annum for personal reasons not covered by existing provisions.

6.13.2 Applications for such leave will be made to the Personnel Committee for approval.

A union collective agreement in the education and training industry.
Source: NSWIRC agreements database; enterprise agreement number EA07/4.

**Example 150.**

**Ecowise Environment (regional Australian Operations) Certified Agreement 2006-9**

34. Special Leave

34.1 The Company may, upon sufficient cause being shown, grant an employee leave of absence with pay not exceeding three days per year without deduction from recreation leave.

34.2 For the purposes of this clause, a year shall be deemed to commence on the date the employee’s eligible entitlement to sick leave credits commences.

A federal union collective agreement, covering 100-499 employees.
Source: Workplace Authority agreements database; agreement number 06160511.

**Example 151.**

**Australian Sports Commission (Committed to Excellence) Collective Workplace Agreement 2007-11**
28. **Discretionary Leave**

28.1 At the discretion of the Chief Executive Officer leave with or without pay may be approved where it is not appropriate that annual leave or other forms of leave be used. The Chief Executive may approve leave for the period requested, or for another period, subject to stated conditions.

28.2 Discretionary leave with pay counts as service for all purposes. Discretionary leave without pay does not count as service for any purpose unless the Chief Executive approves the leave as counting as service.

28.3 Discretionary leave with pay may be approved for the following purposes:

- participation in State Emergency Services activities;
- absence as a result of a state of emergency;
- required attendance at a tribunal;
- competition leave (national teams), subject to the provisions below;
- other approved purposes.

28.4 Discretionary leave without pay may be approved for the following purposes:

- employment in the interests of the ASC;
- full-time study;
- ceremonial purposes;
- caring responsibilities;
- other approved purposes.

28.5 When considering applications for discretionary leave with or without pay, the Chief Executive will take into account:

- the amount of leave requested;
- the purpose of the leave and the extent of community contribution involved;
- the employee’s personal circumstances;
- the operational implications of the leave.

28.6 Annual leave must be taken before leave without pay will be granted and an employee may be required to take long service leave before commencing leave without pay in any case where it is reasonable to do so.

28.7 No extensions to a period of leave without pay will be approved unless extraordinary circumstances arise. Consideration of any extension sought will be assessed against the criteria as outlined in this clause.

28.8 An employee who does not obtain approval to an extension and does not return to work on the due date will be absent without permission and subject to the Abandonment of Employment
Special leave without pay/career breaks

Example 152.

Workplace Authority Agreement Builder

Special leave without pay

An employee with more than two years’ continuous service with the employer may apply to access up to 52 weeks of leave without pay for the purposes of further study, a career break or for other exceptional circumstances.

To access special leave without pay, the following conditions apply:

- the approval of special leave without pay is at the sole discretion of the employer, having regard to the operational requirements of the business, and the employee’s conduct and performance during the course of their employment with the employer;
- a minimum notice period of eight weeks must be provided prior to the proposed start date of the leave to enable the employer to make alternate staffing arrangements. In extenuating circumstances, a shorter notice period may be considered;
- once approved, special leave without pay does not count as service for any purpose;
- special leave without pay must be taken for the purpose that it was applied for;
- the employee must not engage in outside employment which could be perceived to involve a conflict of interest with their work with the employer and/or to trial a second career.

On returning from special leave without pay, the employee will be eligible to return to:

- the position they held immediately before taking leave; or
- a position that is reasonably comparable to the position they held immediately prior to commencing leave. The employee’s ordinary rate of pay will not be reduced as a result of accepting a comparable position.
### EXAMPLE 153.

**Lake Joondalup Baptist College Inc School’s Non-Teaching Employee (Enterprise Bargaining) Agreement 2008**

9(1) While a staff member has the right to apply for leave without pay the granting of such leave is at the discretion of the employer.

(2) Staff applying for leave under this clause must state the period of such leave and the reason for which the leave is being sought.

(3) Leave without pay does not involve loss of continuity of service for salary, sick leave and long service leave purposes. Any period exceeding two weeks during which the staff member is absent on leave without pay shall not be taken into account in calculating the period of service for any purposes of this agreement. In the case of leave without pay, which exceeds eight weeks in a continuous period, the entire period of that leave is exercised in full.

(4) If a staff member is granted leave without pay the question of the staff member’s specific duties on return to work should be considered before the granting of such leave and any arrangements made documented. If no prior arrangement is made a staff member upon return to service shall be entitled to a position commensurate with the position held immediately prior to the commencement of such leave.

(5) The maximum period for which leave is granted under this clause shall be one year.

---

A State collective agreement in the education and training industry.

Source: WAIRC agreements database; agreement number 8 of 2008.

### EXAMPLE 154.

**Geoscience Australia Certified Agreement 2005-2008**

51.5 Miscellaneous leave without pay may be granted by the Chief Executive Officer in the following (non-exhaustive) circumstances:

(a) full-time study commitments;

(b) days of cultural or religious significance for employees;

(c) employee accompanying a spouse on a posting;

(d) non-APS employment or work in the interests of the Commonwealth; or

(e) for other purposes where other types of paid leave have been exhausted.

51.6 Generally, miscellaneous leave without pay would not be approved for periods of leave greater than 12 months duration.

51.7 Except for miscellaneous leave without pay taken for full-time study commitments of approved students, which will count for long service leave purposes, all other miscellaneous
### Geoscience Australia Certified Agreement 2005-2008

leave without pay will not count for service, but will not break continuity of service.

A federal union collective agreement in the government administration sector.
Source: AIRC agreements database; agreement number AG841124.

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### EXAMPLE 155.

#### Health Services Union – Wa Health State Industrial Agreement 2006

<table>
<thead>
<tr>
<th>39.</th>
<th><strong>Leave Without Pay</strong></th>
</tr>
</thead>
<tbody>
<tr>
<td>(1)</td>
<td>Subject to the provisions of subclause (2) of this clause, the employer may grant an employee leave without pay for any period and is responsible for that employee on their return.</td>
</tr>
<tr>
<td>(2)</td>
<td>Every application for leave without pay will be considered on its merits and may be granted provided that the following conditions are met:</td>
</tr>
<tr>
<td>(a)</td>
<td>The work of the employer is not inconvenienced; and</td>
</tr>
<tr>
<td>(b)</td>
<td>All other leave credits of the employee are exhausted.</td>
</tr>
<tr>
<td>(3)</td>
<td>An employee on a fixed term appointment may not be granted leave without pay for any period beyond that employee's approved period of engagement.</td>
</tr>
<tr>
<td>(4)</td>
<td>Leave Without Pay for Full Time Study</td>
</tr>
<tr>
<td>(a)</td>
<td>The employer may grant an employee leave without pay to undertake full time study, subject to a yearly review of satisfactory performance.</td>
</tr>
<tr>
<td>(b)</td>
<td>Leave without pay for this purpose shall not count as qualifying service for leave purposes.</td>
</tr>
<tr>
<td>(5)</td>
<td>Leave Without Pay for Australian Institute of Sport Scholarships</td>
</tr>
</tbody>
</table>

Subject to the provisions of subclause (2) of this clause, the employer may grant an employee who has been awarded a sporting scholarship by the Australian Institute of Sport, leave without pay.

A State collective agreement in the health care and social assistance industry.
Source: WAIRC agreements database; agreement number 19 of 2006.

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### EXAMPLE 156.

#### University of Technology Sydney, Students’ Association (PACCT) Enterprise Agreement 2007 – 2010

6.12.1 Leave without pay up to a period of two years may be granted by mutual agreement at any time on application to the Personnel Committee. Where the Personnel Committee rejects an
University of Technology Sydney, Students’ Association (PACCT) Enterprise Agreement 2007 – 2010

6.12.1 Application for leave without pay, the employee shall have the right to appeal the decision to the Student Representative Council.

6.12.2 Periods of unpaid leave taken as Parental Leave are to be granted in accordance with the Parental Leave provisions of this Agreement and do not require application in accordance with 6.13.1 above.

6.12.3 Periods of unpaid leave of up to 20 days may be granted by mutual agreement between the employee and their supervisor, without the need for an application to be made in accordance with 6.12.1 above. Where approval is not granted, an employee may refer her/his application to the Personnel Committee in accordance with 6.12.1 above.

A union collective agreement in the education and training industry.
Source: NSWIRC agreements database; enterprise agreement number EA07/4.

EXAMPLE 157.

Box Hill Enterprises Collective Agreement 2006-2008

35.15 On application, Box Hill Enterprises may grant an employee (excluding casuals) career break leave of one year in every five years on 80% salary, subject to the employee agreeing to have his or her annual salary reduced by 20% for the four year relevant work period preceding the leave and the employee entering an agreement with Box Hill Enterprises covering the terms and conditions of the career break leave. Unless otherwise agreed, the leave shall be taken immediately following the completion of the relevant work period during which the salary was reduced. Career break leave shall count as service for all purposes.

A union collective agreement in the education and training industry, covering 20-99 employees.
Source: Workplace Authority agreements database; agreement number 061100762.
**EXAMPLE 158.**

**Public Health Sector (Medical Scientists, Pharmacists and Psychologists) Royal Women's Hospital Certified Agreement 2004-2007**

35. **Twelve month career breaks**

(a) Employees may apply for and be granted twelve-month career breaks subject to agreement with the Employer, such agreement not being unreasonably withheld.

(b) Where an employee applies for leave pursuant to this clause the Employer shall respond to such applications within four weeks.

A union collective agreement in the health and welfare services industry.
Source: AIRC agreements database; agreement number AG838818.

**EXAMPLE 159.**

**Promina Financial Services Certified Agreement 2005**

25.1 Career breaks are designed to provide flexibility to retain high performing Employees subject to meeting Promina's and Financial Services' operational requirements.

25.2 Employees with at least 3 years' Continuous Service may apply for a career break of up to 12 months' leave without pay.

25.3 Applying For a Career Break. Applications for career breaks must be made to the Employee's manager or another authorised representative of Promina.

25.4 Employees must provide Promina with 2 months' notice of the intention to take a career break.

25.5 Approval of Career Breaks. Career breaks will be approved at Promina's discretion. In determining whether to approve a career break, Promina will consider:

25.5.1 the Employee's work performance and conduct history;

25.5.2 Promina's and/or Financial Services' operational requirements;

25.5.3 the nature of the Employee's current role;

25.5.4 whether a role similar to that performed by the Employee at the time of applying for the career break is likely to be available in:

   (a) the area or section of Promina in which the Employee is working at the time of applying for the career break; or

   (b) Promina generally, for the Employee to return to at the end of the career break; and

25.5.5 the likelihood of Promina needing to employ another Employee to replace the Employee on career break for the duration of the career break.
**Promina Financial Services Certified Agreement 2005**

25.6 Where Promina refuses to grant a career break to an Employee, Promina will write to the Employee stating the reasons why the career break was refused. An Employee whose application for a career break has been refused must wait 6 months from such refusal before making another application.

25.7 An Employee whose application for a career break has been approved must wait until they have a further 5 years’ Continuous Service before applying for another career break.

25.8 Employees taking a career break expressly agree they will not engage in any employment during the career break that could conflict with Promina's or Financial Services’ interests.

25.9 A career break does not count as Continuous Service but Continuous Service will not be interrupted by a career break.

25.10 Taking Other Forms of Leave During a Career Break. Accrued annual or long service leave may be taken in conjunction with a career break provided that the Employee's total absence from work must not exceed 12 months. An Employee may not take a career break immediately prior to or following a period of Parental Leave.

25.11 Returning from a Career Break. On returning from a career break, the Employee will be eligible to return to a position that is reasonably comparable to the position held by the Employee immediately prior to commencing the career break, or, if such position is not available, the Employee will be offered another comparable position. The Employee's salary will not be reduced as a result of accepting a comparable position.

25.12 An Employee may be required to work at a different location on returning from a career break, however, any additional travelling time must not exceed 30 minutes.

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A federal non-union collective agreement in the financial services industry.
Source: AIRC agreements database; agreement number AG845771.

**Example 160.**

**Epworth Foundation - Australian Nursing Federation Health Services Union of Australia Enterprise Agreement 2004-2007**

After a 5 year qualifying period an employee may take, with Epworth’s consent, a period of up to 12 months unpaid leave for the purpose of Sabbatical/Career Break/Nursing Experience Leave. Such absence will not break the continuity of service, but will not count towards accrual of any leave under this agreement. Absence on such leave will not be counted as service towards reclassification of grade. Provided further that any annual leave entitlements in excess of four weeks, shall be taken prior to Career Break Leave.

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A federal union collective agreement in the health services industry.
Source: AIRC agreements database; agreement number AG837861.
**EXAMPLE 161.**

**Department For Community Development Agency Specific Agreement 2006**

<table>
<thead>
<tr>
<th>Section</th>
<th>Description</th>
</tr>
</thead>
<tbody>
<tr>
<td>12.1</td>
<td>Upon application by an employee covered by this Agreement, an employee may be, at the employer’s discretion, entitled to take leave to a maximum of five (5) consecutive years to pursue personal development or family commitments.</td>
</tr>
<tr>
<td>12.2</td>
<td>Employees must have completed a minimum of two years continuous service to be eligible for a career break. Where this criterion is not met, special consideration may be taken into account when career breaks are sought as extensions to parental/adoption leave.</td>
</tr>
<tr>
<td>12.3</td>
<td>The following conditions will apply to career breaks:</td>
</tr>
<tr>
<td></td>
<td>a) The career break may be split into a maximum of two periods over a total of 10 years, subject to a minimum of one year service between the two career breaks.</td>
</tr>
<tr>
<td></td>
<td>b) The employer’s obligation is to ensure that employees have the opportunity to seek advice on superannuation and taxation matters and to ensure that employees certify that they have checked with superannuation and taxation agencies and are fully informed regarding personal financial circumstances.</td>
</tr>
<tr>
<td></td>
<td>c) All accrued leave is to be taken prior to the employee commencing, or forming part of a career break.</td>
</tr>
<tr>
<td></td>
<td>d) With the exception of accrued leave taken prior to or as part of a career break, the duration of the career break will not be counted as continuous service for the purposes of calculation of entitlements under the Award.</td>
</tr>
<tr>
<td></td>
<td>e) To allow time to fill position vacancies, six (6) months notice of intention to take a career break will normally be required and one (1) months notice of resumption of work should also be provided by the employee. Shorter periods of notice may be agreed between the parties.</td>
</tr>
<tr>
<td></td>
<td>f) Employees on career breaks will be provided with any specifically requested information in terms of newsletters, circulars and updates on industrial issues and training courses.</td>
</tr>
<tr>
<td></td>
<td>g) Where there are any changes to the employee's position, the employee on a career break shall be advised in writing.</td>
</tr>
<tr>
<td></td>
<td>h) Employees on career breaks may be required to attend the workplace for two weeks per year for training and development purposes, on a rate of pay reflecting the substantive pre break classification level. This period of work will count as service for the calculation of all leave entitlements under the Award.</td>
</tr>
<tr>
<td></td>
<td>i) An employee on a career break may return to work during the career break to cover peak work periods or special projects at the appropriate rate of pay. Periods of work will be counted as service for the calculation of entitlements under the Award.</td>
</tr>
</tbody>
</table>
j) At the expiration of the career break the employee is entitled to return to the workplace in the position they occupied when they left. If the position no longer exists the employee is entitled to a similar position comparable in status, pay and conditions to the one previously occupied.

k) At the employee's request, the employer may provide for phase in/out periods involving part time work for those returning or leaving on a career break.

l) The Department will provide any necessary retraining for employees returning from a career break.

m) Absence on career break shall not break the continuity of service of an employee but shall not be taken into account in calculating the period of service for any purpose under the Award.

A State collective agreement in the public administration and safety industry.
Source: WAIRC agreements database; agreement number 2006 WAIRC 04074.
Commitment to training development

**EXAMPLE 162.**

**Workplace Authority Agreement Builder**

**Commitment to training and skills development**

The employer recognises that, in order to increase the efficiency and productivity within the workplace, a greater commitment to employee training and skills development is required. Accordingly, the employer agrees to:

- provide the employee with an opportunity to acquire additional skills through appropriately structured training;
- encourage the employee to seek formal recognition of skills, including recognition of prior learning; and
- provide the employee with access to facilities for the improvement of English language literacy and numeracy skills.

**EXAMPLE 163.**

**Queensland Industrial Relations Commission template agreement**

**1.3.3 Employment structures, provisions and application**

(b) As part of its commitment to realising stated objectives of this Agreement Joe Bloggs Pty Ltd is committed through training and a skills assessment/classification process to the implementation of its Skills Development and Utilisation program (SDUP).

The SDUP includes training and development of employees to ensure that they have the opportunity to achieve their potential within the enterprise and meet the changing needs of the Company. The company is committed to encouraging and facilitating the development of employees as internal trainers (Certificate 1V in Assessment and Workplace Training) to suit the activity levels and training needs at Branch and or Regional level.

**EXAMPLE 164.**

**Swan Water Services Employment Framework People Pride and Performance Union Collective Agreement 2006**

5.1 Appropriate training programs will be developed and implemented over the course of this Agreement. A training plan will be developed that addresses, but is not limited to the following:
Swan Water Services Employment Framework People Pride and Performance Union Collective Agreement 2006

competency based training, traineeship learning modules, company culture and philosophy, budgets, time management, accredited workplace assessors, statutory compliance training (safety and skills), communication, leadership and mentoring, induction training, change management, team building, business management.

A union collective agreement in the electricity, gas, water and waste services industry.
Source: Workplace Authority agreements database; agreement number 0671058.

EXAMPLE 165.

McMahon Services Australia Pty Ltd Enterprise Agreement

8.1 Commitment To Training

The parties to this Agreement recognise that, in order to increase the efficiency and competitiveness of the Company, a greater commitment to training and skills development is required of the Company and its employees. Accordingly, the parties commit themselves to:

• developing a more highly skilled and flexible workforce;

• providing employees with the opportunity to acquire additional skills; and

• removing demarcation barriers to enable utilisation of skills acquired.

8.2 Development Of Training Program

A training program will be developed in consultation with the Consultative Committee and training specialists, where necessary, but consistent with the following:

8.2.1 Training provided will be consistent with the Company’s business requirements, relevant to the work of the employees and consistent with the skills development of each employee.

8.2.2 Training may be taken either on or off the job with all reasonable steps being taken to conduct the training in normal working hours.

8.2.3 If an approved training activity is undertaken during ordinary working hours, the employee/s concerned will not suffer any loss of pay in respect to ordinary hours of work.

8.2.4 Approved training activities undertaken outside of ordinary hours will be paid at single time or will, at the employee’s option, be taken as time off in lieu of payment. The scheduling of the time off must be consistent with the needs of the business and be approved by the Company.

8.2.5 Training costs of courses approved by the Company will be met by the Company.

8.2.6 The Company will not be asked to meet the costs of training undertaken by employees which was not approved by the Company.

8.2.7 New employees as per clause 4.1.1.2 will attend at least two company approved training courses.

A federal union collective agreement in the construction industry
McMahon Services Australia Pty Ltd Enterprise Agreement

Source: Workplace Authority agreements database; agreement number 06879658.

EXAMPLE 166.

Symex Holdings Ltd Agreement 2006

45. **Training Program**

45.1 **Development of a training program**

45.1.1 The parties to this agreement recognise that in order to increase the efficiency, productivity and international competitiveness of industry, a greater commitment to training and skill development is required. Accordingly, the parties commit themselves to:

- 45.1.1(a) Developing a more highly skilled and flexible workforce;
- 45.1.1(b) Providing employees with career opportunities through appropriate structured training to acquire additional skills; and
- 45.1.1(c) Removing barriers to the utilisation of skills acquired.

45.1.2 Following proper consultation in accordance with clause 14 of this agreement, or through the establishment of a training committee, an employer shall develop a structured training programme consistent with:

- 45.1.2(a) The current and future skill needs of the enterprise; and
- 45.1.2(b) the size, structure and nature of the enterprise.

45.2 **Establishment of a training committee and its role**

45.2.1 Where it is agreed a training committee is established that training committee should be constituted by equal numbers of employer and employee representatives and have a charter which clearly states its roles and responsibilities, for example:

- 45.2.1(a) Formulation of a structured training programme;
- 45.2.1(b) Dissemination of information of the structured training programme and availability of training courses and career opportunities to employees;
- 45.2.1(c) The recommending of individual employees for structured training and reclassification; and
- 45.21(d) Monitoring and advising management and employees on the ongoing effectiveness of the structured training.

A federal union collective agreement in the chemical manufacturing industry.
Source: AIRC agreements database; agreement number AG847658.
Main Roads CSA Enterprise Bargaining Agreement 2007

8. Learning And Development

Main Roads is committed to the ongoing development of the skills, knowledge and experience of its employees. Establishing a learning culture is an important part of ensuring Main Roads remains an innovative and flexible organisation.

Main Roads will provide its employees with the development they need to do their jobs and will offer support for career aspirations. Learning and development may take a variety of forms, such as:

- On the job development, including opportunities to gain new skills through projects or the involvement in cross-functional teams (internal alliances);
- Undertaking regional development;
- Attending training courses or participation in some of our Learning & Development Programs;
- Establishing a mentoring relationship to learn through the experience of others;
- Attending conferences and professional workshops including courses and conferences that earn professional development points;
- Participating in secondments or exchanges;
- Part-time study, supported through award provisions; and
- Anything else that encourages development and also provide some benefit to Main Roads (including professional development opportunities).

If an employee undertakes an approved training course that has the potential for accreditation towards a qualification, that employee will be encouraged to undergo the formal assessment to provide recognition for the newly acquired competencies.

A State collective agreement in the public administration and safety industry.

Source: WAIRC agreements database; agreement number PSAAG 12 of 2007.
Staff development funds

**EXAMPLE 168.**

University of Technology Sydney, Students’ Association (PACCT) Enterprise Agreement 2007 – 2010

8.1.1 The Students’ Association shall allocate 2.5% of gross payroll to a Staff Professional Development Fund. The funds available will be divided equally between all permanent employees, with part-time employees receiving an amount equal to full time employees. Staff shall be encouraged to avail themselves of training opportunities whenever possible.

8.1.2 Any funds in the Staff Professional Development Fund which are not used in any financial year shall carry over in the Fund and be added to the following year's allocation.

8.1.3 Applications for assistance from the Staff Professional Development Fund shall be made in writing to the Personnel Committee and shall be supported by substantiating documentation.

8.1.4 The Personnel Committee shall determine criteria for allocation of the Staff Professional Development Fund at the beginning of each financial year, and shall review each application in accordance with the criteria. Such criteria need not require professional development to be directly related to an applicant's substantive position.

8.1.5 The Association will provide all employees with relevant training, including cultural awareness training and training in dealing with mental health issues and policies.

A union collective agreement in the education and training industry.
Source: NSWIRC agreements database; enterprise agreement number EA07/4.

Employee Development Programs

**EXAMPLE 169.**

Australian Institute of Management Employee Collective Agreement 2006-2008

13. **Management, Motivation And Mentoring Program**

Through the AIM Management, Motivation and Mentoring program (MMM) all employees will be provided with an opportunity to perform well in their jobs and to receive constructive, balanced and inspiring feedback on their performance.

Based on the AIM strategic plan, departmental goals and individual job descriptions, each employee together with their manager will formulate a MMM plan that will set out key objectives to be achieved in the coming 12 months.

Progress towards meeting the goals and requirements of the MMM plan will be monitored and reviewed throughout the year with regular feedback provided to each employee.

Formal reviews of MMM plans will occur half way through the year and prior to year end.
**Australian Institute of Management Employee Collective Agreement 2006-2008**

It is anticipated that Managers will provide normal day to day feedback to each of their staff members both individually and as a team, ensuring there are no surprises during MMM reviews.

Identification of skills gaps and the preparation of a development plan for the coming year will be formulated during the formal reviews.

**Development Plan**

Together the employee and their Manager will identify opportunities for professional development and will formulate a Development action plan. The plan could be made up of internal or external courses, tertiary study etc.

With the assistance of their Manager it is the employee’s responsibility to ensure that their action plan is adhered to and targets are met or amended if required.

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A federal employee collective agreement in the education and training industry, covering 20-99 employees.
Source: Workplace Authority agreements database; agreement number 061072474.

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**Example 170.**

**Main Roads CSA Enterprise Bargaining Agreement 2007**

8.1 **Individual Development Plans**

Individual Development Plan (IDP) provides the opportunity for each employee to spend some time discussing their work and development with their Manager.

Based on their Individual Development Plan discussions, each employee will be able to formalise a plan with their manager to undertake training, and expand their skills and knowledge in areas that contribute to their job. An Individual Development Plan may also provide the opportunity for the employee to undertake some professional development.

All employees covered by this Agreement will develop an Individual Development Plan with their manager. Formalising an Individual Development Plan is an important part of the performance management process.

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A State collective agreement in the public administration and safety industry.
Source: WAIRC agreements database; agreement number PSAAG 12 of 2007.

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**Example 171.**

**Fairfax Printers Enterprise Agreement 2007**

12. **Learning and Training**

a) Fairfax Printers is committed to the continual development of Team Members and teams based on the learning of both technical and personal skills.
Fairfax Printers Enterprise Agreement 2007

Internal Training

b) A combination of Management Utilised Hour (MUH) and ordinary rostered hours of work will be used to ensure Team Members are provided with relevant training, and sufficient resources are available to facilitate release of Team Members to attend training.

c) An annual Training Plan will be developed by 15th August each year (or within 3 months of the commencement of the agreement), which will identify training needs, training facilitators and anticipated roster requirements for each department.

d) Departmental Training Committees consisting of representatives from management, Department Coordinators, Team Leaders, Team Trainers and a departmental Team Member representative will meet quarterly to review the progress of the Plan and to schedule or reschedule training programs as required.

e) Team Members will undertake on the job and off the job training and assessments.

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City Of Stirling (Building Maintenance Section) Enterprise Agreement 2004/2005

22. Training

The focus of training within the City shall be:

• All employees shall receive a level of training, which allows them to be well equipped to carry out the duties of their position and be capable of using all the equipment that is provided to them in a safe and efficient manner.

• That employees can best maximise the potential of any equipment that is provided to them so that the City can benefit from the efficiencies that any new equipment will provide.

• That the employee keeps up to date with the contemporary trends and developments applying in their work area so that they are able to apply the knowledge on behalf of the City.

• Where the employee is not rostered on the day of training, time in lieu shall apply.

• The Human Resources Business Unit will co-ordinate and assess training programmes in consultation with relevant parties.

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### EXAMPLE 173.

**City West Water Collective Agreement 2006**

**63. Development Planning and Career Development**

All employees will be given the opportunity on a yearly basis to complete a Development/Career Plan. The Development / Career Plan will give employees the opportunity to set and achieve development goals (e.g., training, coaching, mentoring, on the job tasks and projects) to improve performance in their current role and assist them in preparation for future roles or challenges.

Staff will be given a Development Account of $1500 per year to use on external facilitator-led training. This allowance will increase by the agreed Agreement increases (for achievement of corporate KPI’s) on the same date as Agreement increases are paid. Staff will be able to undertake training in Company time.

In circumstances where the employee attends a training course outside of the employee’s usual time, the employee shall be paid for such attendance or extra travel time as if the employee had worked.

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A union collective agreement in the electricity, gas, water and waste services industry, covering 100-499 employees.  
Source: Workplace Authority agreements database; agreement number 061117480.
EXAMPLE 174.

Lutheran Schools WA (Enterprise Bargaining) Agreement 2005

18.(1) Staff members have a responsibility to maintain and improve their professional proficiency by participating in a variety of work-related developmental activities.

(2) The schools have a responsibility to encourage and facilitate the professional development of their staff, to involve staff in the planning and delivery of professional development and to support them in meeting their obligations.

(3) Both parties agree that professional development should occur in a planned and structured way, to ensure that the needs of both the schools and staff are met.

(4) Through consultation, policy and procedures for a structured professional development process for teachers will be developed at each school, based on the principles outlined in “Implementing Teacher Professional Development” Appendix 7 of this agreement.

(5) Through discussion and negotiation with colleagues, and the person(s) designated by the College as “the supervisor(s)”, each staff member shall develop an approved Professional Development Plan that incorporates both long and short term goals and addresses the needs of the school, faculty or year level requirements and the personal interests of the staff.

(6) Where there is unresolved disagreement between the staff member and the supervisor on the appropriateness of the staff member’s Professional Development Plan, the matter may be negotiated in accordance with Dispute Resolution Procedures.

(7) The staff member shall maintain a portfolio, which contains documentation of professional development that matches the Professional Development Plan.

(8) Any professional development undertaken by Administration Staff outside of normal working hours shall be recompensed as time in lieu to be undertaken at a mutually agreed time on a .5 hour for .5 hour basis.

A State collective agreement in the education and training industry.
Source: WAIRC agreements database; agreement number 261 of 2005.

EXAMPLE 175.

International Council for Local Environmental Initiatives Limited Australia/New Zealand (ICLEI-A/NZ) Australian Services Union Collective Agreement 2006

17. Staff Appraisal and Development

17.1 ICLEI-A/NZ and its employees will work co-operatively to ensure that employees are appropriately trained and skilled. To this end, ICLEI-A/NZ and its employees will:

• Jointly determine the skill needs of ICLEI-A/NZ’s activities;
International Council for Local Environmental Initiatives Limited Australia/New Zealand (ICLEI-A/NZ) Australian Services Union Collective Agreement 2006

• Assess the existing skills held by employees (participation of employees is on a voluntary basis);
• Jointly agree on the training required to bring the skills of employees to the levels required.

17.2 In this process, it is agreed that skills will be mapped not only against the needs of the enterprise, but also against the aspirations of the employees. ICLEI-A/NZ and its employees commit themselves to activities which will assist the skill development of employees through the development of career path opportunities. Career paths will be assisted by:

• Development of personal training and development plans for employees;
• Assistance with access to formal training, both on and off the job and through alternative delivery methods such as distance education and the Internet;
• Recognition and reward schemes (e.g. payment for books, course fees and internet access).

17.3 ICLEI-A/NZ will implement an individual development plan for each employee. Individual staff development plans will be confidential and shall be developed in consultation and agreement with the employee concerned and shall clearly set out:

• the new or enhanced skills required by ICLEI-A/NZ together with proposed competency levels required where appropriate;
• training or assistance to be provided and undertaken by ICLEI-A/NZ;
• performance objectives identified and agreed upon;
• time frame for completion of the plan;
• internal appeal and review mechanism.

17.4 Individual staff development plans will be reviewed every twelve months.

17.5 ICLEI-A/NZ and its employees agree that wage and salary systems should be restructured, where necessary, to ensure that remuneration is linked to skill acquisition and use.

17.6 The full implementation of the staff development scheme and individual staff development plans will be guided by organisational needs and may be constrained by the employer’s available resources. However, the employer should endeavour to allocate a pool of resources to staff development with an appropriate process for staff to access these resources.
Example 176.

UnitingCare Ageing Enterprise Agreement 2007-2009

34. Training

34.1 Employees will be given on-going training as necessary, relevant to their roles and responsibilities.

34.2 Each employee shall provide to the employer details of their attendance at training and the employer shall keep a record of this attendance.

34.3 Upon termination of the employee’s employment the employer shall provide to the employee a written statement of the hours of training attended by the employee.

34.4 Where practicable, such training shall be provided to employees during their normal rostered hours of work. Where this is not practicable:

   (a) Employees shall attend training outside their normal rostered working hours when required to do so by the employer;

   (b) The employer shall provide employees with two (2) weeks’ notice of the requirement to attend training outside of their normal rostered working hours;

   (c) Notwithstanding Clause 17 - Overtime, attendance at such training shall be paid ordinary pay for the period of training.

   (d) The employer requiring an employee to attend training shall also pay to the employee ordinary pay for time travelling to and from a period of training referred to in sub-clause (c) that is in excess of the time normally taken for that employee to attend work.

   (e) When receiving travelling time as set out in sub-clause (d), an employee using his or her own vehicle for attendance at such training shall be paid the per kilometre allowance set out in Item 5 of Table 2 of Schedule B to this Agreement.

   (f) Training provided outside the normal rostered hours of work shall be arranged so as to allow full-time employees to have at least eight or ten hours off-duty before or after training and the end or beginning of their shift, whichever is applicable as set out in Clause 14 - Hours. Where practicable, similar arrangements should also be made available to all other employees.

   (g) Any training undertaken by an employee that occurs at a workplace is not intended to replace or supplement staffing levels and the normal levels of service delivery at such a workplace.

   (h) Notwithstanding sub-clause 14.2(k) - Hours, sub-clause 17.2 - Overtime will not apply where attendance at such training is outside the normal rostered working time of other than full-time employees and where it interrupts the applicable eight or ten hour break between shifts.

A union collective agreement in the health services industry.
Source: NSWIRC agreements database; agreement number EA08/11.
## In-house training programs

**Example 177.**

*Yarra Plenty Regional Library Service Enterprise Agreement 2006-2009*

20.3.3 Yarra Plenty Regional Library Service commits to developing a comprehensive program of training sessions to meet staff needs including:

- information technology
- Library Information Systems
- customer service
- multi cultural
- manual handling.

Regular training sessions will be provided for staff on Yarra Plenty Regional Library Service policies, procedures and standard operational process to ensure a consistency in service delivery.

A federal union collective agreement in the arts and entertainment industry, covering 100-499 employees.  
Source: Workplace Authority agreements database; agreement number 06957905.

**Example 178.**

*Symex Holdings Ltd Agreement 2006*

**45.5 In-house training**

45.5.1 For a range of reasons related to particular processes and technology it is recognised that it will be necessary to run "in-house" training modules.

45.5.2 It is often the case that technology is either unique to our industry or unique to Symex Port Melbourne. The development of "in-house" training modules to cover this technology is obviously necessary, it is equally important to ensure that training on this technology has a comparable value or accreditation with training provided by the TAFE or higher education system.

45.5.3 In some cases it may be possible to combine TAFE "theory" training with "in-house" practical training. For example, it may be impractical to have computer controlled assembly or process lines installed in TAFE, however, TAFE could provide the theoretical computer training for operators and maintenance workers while the site plant delivers "hands on".

A federal union collective agreement in the chemical manufacturing industry.  
Source: AIRC agreements database; agreement number AG847658.
# Mentoring

**Example 179.**

**Epworth Foundation - Australian Nursing Federation Health Services Union of Australia Enterprise Agreement 2004-2007**

24. To support the ongoing professional development of nurses, Epworth provides the support of the Education Resource Centre and the Chair of Contemporary Nursing, and encourages nurses to participate in the continuing education programmes offered by these facilities.

A federal union collective agreement in the health services industry.  
Source: AIRC agreements database; agreement number AG837861.

**Example 180.**

**Yarra Plenty Regional Library Service Enterprise Agreement 2006-2009**

20.2.3(d) Yarra Plenty Regional Library Service will support the mentorial programs provided by ALIA and other professional associations. The success of these measures will be assessed annually.

A federal union collective agreement in the arts and entertainment industry, covering 100-499 employees.  
Source: Workplace Authority agreements database; agreement number 06957905.

**Example 181.**

**Canberra Institute of Technology Union Collective Agreement for Teaching Staff 2006 to 2009**

33. **Professional Mentor**

33.1 In the interests of supporting the professional operations of the Institute the parties agree to the establishment of a Professional Mentoring role. A professional mentor is an employee with relevant expertise engaged to mentor CIT staff or to undertake specific projects. These employees will be engaged at the Chief Executive’s discretion for a maximum engagement of six months. For mentoring services payment will be equivalent to the casual teacher delivery rate and hours agreed on engagement. For other projects payment will be at the casual teacher delivery or non-delivery rate and hours agreed on engagement. Other conditions of employment will be those prescribed for casual teachers (Clauses 146 and 147).

A federal union collective agreement in the education and training industry, covering more than 500 employees.  
Source: Workplace Authority agreements database; agreement number 061129752.
Competency based training

**EXAMPLE 182.**

**S Smith & Son Pty Ltd Seventh Enterprise Bargaining Agreement**

**13. Training and Personal Development**

As part of a continuous improvement plan and ongoing change philosophy, the company is committed to the provisions of competency-based training throughout all areas of the business.

Throughout the life of the Agreement, S Smith & Son Pty Ltd will continue to:

- conduct a training needs analysis on an individual, departmental and organisational basis to establish current competencies and skill deficiencies
- maintain a skills register for each person
- Formalise:
  - competency based training and assessment
  - external/in house/ on the job training

Departmental training co-ordinators will continue to consult, co-ordinate and develop training in liaison with their department manager and the staff relations manager. Training co-ordinators have been appointed to work in the following areas:

- Vineyards/Nursery
- Cellar/Laboratory/Grounds Maintenance Bottling/Warehouse/Packaging Services

The Yalumba Works Committee will oversee the development of award based training on a broad basis and address issues raised by management and employees in relation to training.

The company commits to documenting an agreed training program for all permanent and regular casual staff, by January of each calendar year. This training program will incorporate:

- the competency based training needs of each department
- the training needs of individuals to allow progress through the AQF competency standards
- a commitment from the company to provide the appropriate resources to facilitate the training required to all employees who are progressing to AQF 2

Training and personal development will be subject to the following:

(a) Any person has the right to refuse a competency based training request, on the understanding that people who do not wish to commit to training will remain at their existing award level/classification until the person or company suggests reviewing their current status;

(b) Training records will be kept according to the S Smith & Son Pty Ltd quality procedure QP 41801;

(c) Payment at the Wine & Spirit Industry Award Grade 2 classification, will be subject to a Grade 1 employee either achieving an AQF Level 1 certificate in the relevant stream of the Wine Industry Training Package or on the completion of 26 weeks work (regardless of the number of hours worked in those weeks).

(d) Payment at the Wine & Spirit Industry Award Grade 3 classification, will be subject to either:
### S Smith & Son Pty Ltd Seventh Enterprise Bargaining Agreement

- A Grade 2 employee achieving an AQF Level 2 certificate in the relevant stream of the Wine Industry Training Package, or
- Having achieved an AQF Level 1 certificate, the employee is assessed as competent in modules worth a minimum of 22 points that contribute to an AQF Level 2 certificate.

(e) For progression to Grade 3, it is the company's responsibility to provide adequate training and assessment. If training and assessment is not provided, reclassification will occur on the completion of 78 weeks work (regardless of the number of hours worked in those weeks) from the date of reclassification to Grade 2.

(f) Payment at the Wine & Spirit (SA) Industry Award grade 3, will be subject to the achievement of competence, as assessed by a workplace assessor, in the units defined for AQF level 2, in the Wine Industry Training Package;

(g) Where an employee is asked by the company to undertake post trade training, this training will be paid for by the company;

(h) Employees who are employed on a seasonal basis, will be paid at grade 2 under the Wine & Spirit (SA) Industry Award, after 12 months of service;

(i) The company commits to providing the opportunity for a minimum of 6 people in any calendar year to participate in paid training to AQF 3, as defined in the Wine Industry Training Package;

(j) Where a person has asked to be assessed under the Wine Industry Training Package, the company commits to carrying out this assessment within two weeks after the request is made;

(k) A 'training facilitator' will be appointed annually by the YWC to resolve any individual issues relating to training that have not been adequately addressed by the particular departmental manager/supervisor;

(l) Grade 3.5

An employee, holding a relevant AQF Level 2 qualification and able to demonstrate the skills in units to the value of 18 points that contribute to a Level 3 qualification, will be paid at Grade 3.5. This interim Grade acknowledges the value to the company of skills acquired and used.

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A State union collective agreement in the wine manufacturing industry.
Source: South Australian Industrial Relations Tribunals agreements database; agreement number SA_S057076.
EXAMPLE 183.

Pandrol Australia Pty Limited Workplace Agreement 2006 – 2009

Appendix 1 Measures To Achieve Best Practice Performance Key Result Areas

Competency Based Training

Pandrol plant employees have established a training system based on the Competency Standards as set by the former National Metal and Engineering Training Board. Pending any subsequent more favourable determination by the Australian Fair Pay Commission relating to Australian Pay and Classification Scales in respect to these classifications, this system has been a valuable outcome from the previous agreement and will provide a steady increase in all skills within the plant to achieve a more highly skilled and flexible work force.

With the system now operational, Pandrol will encourage the development of all employees and base rewards on the attainment of appropriate skills. All employees are committed to continually improving their skills through the Competency Based system which will now lead to improved career opportunities.

Parties agree to further advance the competency based training system through regular planned meetings and to develop a plan for such advancement within six (6) months of the date of this agreement. The implementation of the plan has to be fully implemented within the life of this agreement.

Pandrol will continue to support employees wishing to study further to obtain formal qualifications related to their current roles or future careers within the Company.

A federal union collective agreement in the metal manufacturing industry, covering 20-99 employees.
Source: Workplace Authority agreements database; agreement number 061196338.

EXAMPLE 184.

Hardy Wine Company Limited (Kamberra Wine Tourism Complex) Enterprise Agreement 2005 - 2008

12.1 The employer recognises that they have an obligation to train and assess all employees covered by this agreement to attain Grade 2 and 3 classifications as per Schedule A.

12.1.1 Accordingly, at the end of such specified time limits employees who have not been trained and assessed, will be automatically classified and paid at the rate applicable to either Grade 2 or 3 classification.

12.1.2 Where an employee elects not to take advantage of training, this will be recorded in writing. In this case, the employee will remain on the employee's classification Grade at that time. When that employee, at some later time, requests in writing to undertake such training, the Company will be given the specified time limits described above to provide the training.

12.2 Training and assessment for employees to attain Grade 2 or 3 classification shall be
conducted during the ordinary hours of work. Any training or assessment conducted (including travelling time) outside the ordinary hours of work shall be paid at the appropriate rates as described by the Award, only after prior agreement by the company.

12.3 Subject to the needs of business and the endorsement of the Company training for employees to gain Grade 4 classification and above, shall if practicable, be conducted during the ordinary hours of work. Training and assessment conducted outside ordinary hours shall be paid at ordinary time.

A federal non-union collective agreement in the hospitality industry.
Source: AIRC agreements database; agreement number AG847476.
EXAMPLE 185.

Campbell's Soup Union Collective Agreement 2006

6.1 Production And Warehouse Employees

The site competency based training and assessment (CBTA) system is a valuable tool in ensuring team members are properly trained and prepared for tasks, as well as providing a clear development path for all team members. Employees must be trained and assessed as competent before they are left to perform the competency without Supervision. The intent of this document is to ensure that the introduced system and the translation to employees pay levels is transparent, clear and measurable, and that employees will gain skills and competencies designed to provide a clear career path for all employees and to ensure recognition through increased wages is available. The training and development committee will review this process annually. The classification structure recognises and rewards different skill levels and encourages employees to progress upon a career path on a voluntary basis and to suit the needs of the business. The introduction of this system is not intended as an immediate indirect pay rise for current employees, but is to ensure equity in payments for skills acquired and to give a career path for new and current employees. The competencies for classifications may need to be altered from time to time by the company to meet the changing needs of the business. Should this be required, the training committee shall be responsible for reviewing any redundant skills that need to be removed and conversely additional skills that need to be added to the competencies for classification. Following this review the training committee shall present a recommendation of the changes for approval by the Site Leadership Team. The Site Leadership Team shall consider the recommendations of the training committee but retains the discretion to accept or reject the recommendation. To the extent competencies are identified in any appendix to this agreement, those competencies represent the position at the date of this Agreement and are not incorporated into this Agreement and may be varied by the company from time to time without this Agreement being varied.

6.1.1 Training and Development Committee

The Training and Development Committee administers the CBTA system. This committee is responsible for overseeing the operation of the system, adjudicating on issues as they arise, reviewing structure and training and assessment materials, and reviewing the systems’ ongoing operations, and making recommendations to the management team for approval. The Training and Development Committee will consist of three employee elected representatives and three employer representatives.

6.2.2 New Employees

All new employees to be trained and assessed against competency standards relevant to the knowledge and skills required within 3 months of commencing employment.

6.2.3 Work Instruction/Training Module Sign-off Sheet

A Work Instruction and Training Module Sign-off sheet is provided to all employees to ensure they have read and understood the work instructions and or training module, which outline how to complete required tasks in a safe manner. Sufficient time to practise and apply the knowledge
gained shall be provided under supervision. Completion of the WI/Training Module sign-off sheet is a critical stage in the technical training process and must be completed prior to commencement of the assessment process.

[See also additional detail in sub-clauses 6.2, 6.3, 7.2 and 12.1 of the agreement in relation to competency-based training and skills assessments.]

A federal union collective agreement in the food manufacturing industry, covering 100-499 employees.

Source: Workplace Authority agreements database; agreement number 061392547.

**EXAMPLE 186.**

**Witmore Enterprises Inc. (Supported Employees) Workplace Agreement 2007-2010**

3.3 **How Do Employees Develop Their Skills?**

The organisation is committed to providing more flexible working arrangements, improving the quality of working life, enhancing skills and job satisfaction, and assisting positively in employee development. The commitment is to:

a) Develop a more skilled and flexible workforce;

b) Provide employees with career opportunities through appropriate paid training;

c) Encourage employees to acquire additional skills;

d) Remove barriers to the utilisation of skills acquired;

e) Assist in the training of new employees and the training of existing employees to enable them to gain the skills necessary to carry out their assigned tasks and to progress through the levels structure.

To this extent every employee will be given the opportunity to increase their skill levels through appropriate structured training, subject to:

(i) the requirements of the organisation to maintain productivity levels;

(ii) the ability of the employee to be trained;

(iii) the skills needed within the organisation;

(iv) the financial constraints of the organisation; and

(v) the requirements of the Disability Service Standards.

Training and assessment programs will be structured to meet all current legislative and National Training Board framework requirements.

3.5 **Will The Employer Develop A Career Plan For Employees?**

The organisation will develop a “Career Plan” for each employee.

The plan will be used to identify employee development and training needs and will consider such issues as employee needs, choices and expectations, objectives of the organisation and
quality assurance.

3.6 **Will An Employee Be Paid For Training?**

Where the organisation approves the training of an employee, the employee will be paid for the training.

All training not approved by the organisation will be without pay.

Any cost associated with standard fees for courses, prescribed textbooks incurred in connection with the undertaking of an approved training course will be paid by the organisation.

3.7 **How Does An Employee Progress To A Higher “Job Model”?**

Employees must obtain additional skills to progress to a higher “Job Model”.

To progress to a higher level an employee must have obtained all the skills nominated within the “Job Model” at their current level as well as all the skills nominated at a higher “Job Model” before advancing to that higher level.

Progression through the levels structure is dependent upon the ability of the employee and the needs of the organisation to fill a position at a higher level.

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**Agreement Implementation Training**

**EXAMPLE 187.**

**Box Hill Enterprises Collective Agreement 2006-2008**

**Agreement implementation training**

9.6 Employees (excluding casuals) shall be entitled to a maximum of 5 days paid leave per calendar year or an aggregate of 10 days paid leave over 2 calendar years to attend an activity or course of study which contributes to the improved implementation of matters contained in the Agreement.

9.7 Applications for such leave must be approved prior to the taking of leave. Such leave will not be unreasonably refused providing:

- The application is accompanied by a document outlining the activity or course and providing notice as to date, time, location, duration and content or purpose of the activity or course; and
- The release of the employee does not cause undue inconvenience to Box Hill Enterprises.

9.8 Leave granted under this clause:

- Shall be on full pay which shall include payments which are deemed to be part of pay for all purposes but shall not include payments for work outside ordinary hours or excess
Box Hill Enterprises Collective Agreement 2006-2008

- hours payments;
  - May include any necessary travelling time in normal working hours immediately before or after the activity or course; and
  - Shall count as service for all purposes.

9.9 An employee granted leave under this clause shall not be permitted to claim reimbursement of personal expenses such as fares, accommodation or meal costs in attending the activity or course.

A union collective agreement in the education and training industry, covering 20-99 employees.
Source: Workplace Authority agreements database; agreement number 061100762.

Training for employee representatives

Example 188.

ACL Bearing Company – Launceston – Certified Agreement 2005-2008

7. Training Requirements Of SBU [Single Bargaining Unit] Members

Where agreed, all members of the SBU may receive appropriate training so as to enable them to carry out their duties with the appropriate skill required. This may include either/both union delegate training and company conducted training.

A federal union collective agreement in the metal manufacturing industry.
Source: AIRC agreements database; agreement number AG840618.
**Example 189.**

**D&E Coolmaster Pty Ltd and Australian Manufacturing Workers Union Union Collective Agreement 2006 – 2008**

**24. Employee Representation**

The employee representative shall, upon application to the Company, be permitted up to 5 days leave (non-cumulative) in each year to allow the person to attend courses structured to promote good industrial relations and fulfil her/her duties as an employee representative effectively. The taking of this leave will be subject to:

a) The timing of the taking leave will be at the approval of the Company and will be arranged so as to minimize any adverse effect on the Company’s operations. Approval will not be unreasonably withheld; and

b) The company shall not be liable for any additional expenses associated with an employee’s attendance at a course other than payment of ordinary time earning for such absence.

A federal union collective agreement in the construction industry.
Source: Workplace Authority agreements database; agreement number 0652065.

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**Peer education**

**Example 190.**

**AIDS Council of South Australia Incorporated Enterprise Agreement 2007**

**21.1 Peer Education**

21.1.1 The employer is committed to the principles and practice of peer education. This model has been used in the HIV sector in Australia with great success. Peer education acknowledges the role that the communities most affected by HIV - gay and other homosexually active men, injecting drug users and sex workers – have in developing services and education to be delivered within their own communities. The employer recognises that peer education is an important part of community development, community involvement, community relevance, and leadership within the affected communities, and therefore is an integral aspect of our response to HIV.

21.1.2 For these reasons, positions that represent or work directly with the affected communities will be filled by employees from within the same communities, with the relevant life experiences. Should it be impossible to recruit someone with the required skills for the job who also has the relevant life experience the position will be reviewed.

21.1.3 Where possible, jobs will be designed, and experience and qualifications requirements set, to maximise the potential for people from within the communities with the relevant life experiences to apply. This should not, in any instance, however compromise the commitment of
AIDS Council of South Australia Incorporated Enterprise Agreement 2007

the employer to providing high quality services to its communities.

21.1.4 The employer will advertise vacancies in media which reach a high proportion of the relevant communities.

21.1.5 Recorded convictions or other police contact regarding sex work or drug use related offences will not preclude a potential employee’s chances of securing work at The Aids Council of South Australia.

A State enterprise agreement in the health care and social assistance industry.
Source: South Australian Industrial Tribunals agreements database; agreement number 6813 of 2007B.

Secondments

EXAMPLE 191.

Canberra Institute of Technology Union Collective Agreement for Teaching Staff 2006 to 2009

162. Return to Industry

162.1 To assist in maintaining industry currency a regular return to industry program for teachers will be introduced. Agreed Return to Industry policy and guidelines will be developed during the life of this Agreement. The non-teaching attendance periods will be prioritised for return to industry.

A federal union collective agreement in the education and training industry, covering more than 500 employees.
Source: Workplace Authority agreements database; agreement number 061129752.

EXAMPLE 192.

Yarra Plenty Regional Library Service Enterprise Agreement 2006-2009

20.3.2 Staff Development

(c) Secondment/Exchange

Yarra Plenty Regional Library Service will investigate the feasibility of staff secondment/exchanges that may include outside agencies, business and libraries and will support those secondments/ exchanges to the best of the organisation’s ability.

A federal union collective agreement in the arts and entertainment industry, covering 100-499 employees.
Source: Workplace Authority agreements database; agreement number 06957905.
Training Incentives

**EXAMPLE 193.**

**Walfam Pty Ltd (Grill’d)**

11.3 Grill’d will meet the cost of all training. There is no cost to you to complete training.

11.5 Upon completing the Grill’d training course, Grill’d employees will receive a one-off bonus payment of $400 upon completing Certificate III in Retail Operations. This payment will be made at the first pay run of the calendar month after the training has been completed and Grill’d head office has received reimbursement from the relevant Government agency.

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A federal employer greenfields agreement in the accommodation and food services industry.

Source: Workplace Authority agreements database; agreement number 06163748.
# Study Leave

**EXAMPLE 194.**

<table>
<thead>
<tr>
<th>Workplace Authority Agreement Builder</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Study leave</strong></td>
</tr>
<tr>
<td>An employee enrolled as a part-time student in a course of study approved by the employer, will be entitled to a maximum of five hours’ (including travel time) paid leave per week to attend lectures, tutorials, practicals or laboratory sessions during ordinary working hours. In addition, the employer may agree to allow the employee to take a specified number of days paid leave per year for the purpose of study leave. The employee will also be entitled to paid leave to sit for examinations conducted during ordinary working hours.</td>
</tr>
<tr>
<td>The entitlement to study leave is available each calendar year and is non-cumulative.</td>
</tr>
<tr>
<td>Payment for study leave will be made at the ordinary rate of pay the employee receives immediately before the period of leave begins.</td>
</tr>
<tr>
<td>An employee seeking to take study leave must notify the employer of their intention to do so at least two weeks prior to the proposed start date of the leave.</td>
</tr>
</tbody>
</table>

**EXAMPLE 195.**

<table>
<thead>
<tr>
<th>City West Water Collective Agreement 2006</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>66. Study Leave</strong></td>
</tr>
<tr>
<td>Employees shall be entitled to up to 8 hours per week study leave, not less than 4 hours paid, taken aggregated or weekly. This leave is for travelling to, and attending lectures and tutorials as part of a course approved by the Company.</td>
</tr>
<tr>
<td>Approval of an application for study leave is conditional upon:</td>
</tr>
<tr>
<td>(1) capacity to cover the absence;</td>
</tr>
<tr>
<td>(2) the employee devoting personal time approximating the period of study leave in travelling to, and attending, lectures and tutorials; and</td>
</tr>
<tr>
<td>(3) the employee passing all the subjects commenced in any one semester or year to become eligible for leave in the subsequent semester or year.</td>
</tr>
<tr>
<td>Where the structure of the course does not make it possible for the employee to devote the equivalent period of personal time to attending lectures and tutorials, the Department Manager, in consultation with the Manager People Strategy and Development, may modify or waive the requirement.</td>
</tr>
<tr>
<td><strong>67. Excursions and Workshops</strong></td>
</tr>
<tr>
<td>Where an employee, undertaking an approved course of study, is required to attend an excursion, workshop or seminar, leave may be granted through one, or a combination, of the</td>
</tr>
</tbody>
</table>
City West Water Collective Agreement 2006

following means:

(1) leave without pay;
(2) annual leave; and
(3) paid study leave, if the employee has been granted less than the maximum permissible leave.

68. Block Release Time

An employee, undertaking an approved course of study, which requires block release time is eligible for up to two weeks paid study leave per semester. This period may be varied by the Department Manager, in consultation with the Manager People Strategy and Development.

69. Examinations

An employee, undertaking an approved course of study, is entitled to apply for paid leave for the purpose of attending examinations connected with the course.

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A union collective agreement in the electricity, gas, water and waste services industry, covering 100-499 employees.
Source: Workplace Authority agreements database; agreement number 061117480.

Example 196.

Department of the Environment and Heritage (DEH) Collective Agreement 2006-2009

D5. Study leave is not automatic, and is always subject to the operational requirements of the Section/Branch where staff work. DEH considers it is good practice for an employee to discuss with their manager, at the beginning of each semester, course outlines and leave requirements.

D6. Staff undertaking:

• external studies/distance education;
• study activities related only to the preparation and presentation of a thesis;

may apply for:

• leave with full pay to travel to and from and attend residential courses or seminars, or any other compulsory study activities required for successful completion of the course of study; and
• up to 42 hours leave with full pay each semester for study activities.

D7. Staff undertaking studies on the campus of a tertiary institution (i.e. not those covered in clause D6 of this Agreement) may apply for up to 73.5 hours of leave with pay per semester, subject to discussion with the manager, to travel to and attend study activities approved under DEH’s Study Support Scheme.

D8. Study leave without pay may be granted by the Agency Head (delegate) for a maximum
period of 12 months to allow employees to undertake full-time study. Periods of study leave without pay for periods longer than 12 months will be considered in exceptional circumstances. Study Leave without pay does not count as service for any purpose except as provided for under the Long Service Leave (Commonwealth Employees) Act 1976, the Superannuation Act 1976, the Superannuation Act 1990 and the Superannuation Act 2005.

**Aboriginal or Torres Strait Islander (ATSI) Employee**

D9. An Aboriginal or Torres Strait Islander (ATSI) employee may apply for up to 147 hours leave per semester with pay for approved study activities.

D10. DEH will cover fees (as defined in the Interpretations/Definitions) for Indigenous employees, for study to obtain entry into a tertiary institution and a qualification at tertiary level approved under the study leave provisions. Where fees are covered under this clause an employee will not be entitled to the bursary provided under clause D3.

A federal union collective agreement in the Commonwealth public service.  
Source: Workplace Authority agreements database; agreement number 06496795.
### Example 197.

**City Of Stirling (Building Maintenance Section) Enterprise Agreement 2004/2005**

22.1 **Study Leave**

Study Leave is defined as meaning a period of approved leave during ordinary working hours without loss of pay. Study leave applications shall be assessed and approved where appropriate by the relevant Business Unit Manager who would then forward documentation to the Manager Human Resources for appropriate administration.

Study leave shall be restricted to approved work related TAFE and University courses. Each case shall be assessed on its merits, based on the benefit to the employee and with a firm requirement that the study must be of benefit to the City.

When approval is granted for Study Leave the following conditions may apply:

- Paid Study Leave shall not exceed five (5) hours per week inclusive of travel time. Should more leave be required, application should be made to the relevant Business Unit and then forward to the Manager Human Resources for appropriate administration.

- The employee shall commit a period of his/her own time to the study, which is equal to the paid Study Leave granted.

- Study Leave shall not adversely affect the operation of the employee’s work team or job.

- Employees undertaking a first course of study may be required to complete a portion of study prior to paid Study Leave being granted in order to demonstrate their capacity to undertake the course. This will be negotiated on a case-by-case basis but this provision will not be enforced if it alone will prevent an employee from commencing a course of study when other indications show that the employee has the capacity to succeed.

- Study leave shall be granted each semester and shall be conditional upon successful completion of each unit of study within the semester, as assessed by the organisation delivering the course.

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A State collective agreement in the public administration and safety industry.
Source: WAIRC agreements database; agreement number 96 of 2005.

### Example 198.

**Town of Gawler Collective Agreement No 6, 2006**

5.9 Employees undertaking voluntary courses of study shall be permitted time off with pay of up to three hours per week (including travelling time) to attend lectures and/or examinations in normal working hours subject to the following provisos:

- a) that such courses are appropriate to the Council and can be funded by the then current budget

- b) that such courses and the method of undertaking such courses are approved and
**Town of Gawler Collective Agreement No 6, 2006**

authorised by the Council.

Employees undertaking courses of study by correspondence, subject to the provisions as prescribed in (a) and (b) above, shall be permitted time off with pay of one hour per week for the purpose of completing exercises/assignments and examinations.

A federal union collective agreement in public administration, covering 100-499 employees.
Source: Workplace Authority agreements database; agreement number 06240760.

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**EXAMPLE 199.**

**City Of Stirling (Building Maintenance Section) Enterprise Agreement 2004/2005**

22.4 **Correspondence Studies**

When correspondence or “block release” study is undertaken and an employee is required to attend the institution providing the training, the paid study leave may be accumulated and applied to meet the attendance requirements of the course. When possible, evidence of this requirement is to be provided with the original application for study leave.

A State collective agreement in the public administration and safety industry.
Source: WAIRC agreements database; agreement number 96 of 2005.

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**EXAMPLE 200.**

**University of Technology Sydney, Students’ Association (PACCT) Enterprise Agreement 2007 – 2010**

8.2.1 Paid study leave is available to staff upon approval by the Personnel Committee.

8.2.2 Full-time staff shall be entitled to claim up to five hours per week study leave, for approved coursework courses of study during official teaching periods. Time for non-coursework style courses will be negotiated with the Personnel Committee, but will not be less than the entitlement for those taking coursework courses of study. This leave may be accumulated up to one full week two times per year for residential.

8.2.3 The application should include details of the course being undertaken, place of study and amount of study leave being claimed.

8.2.4 Study leave will normally be granted where the course being undertaken is related to the duties being performed by the staff member, the business of the Students’ Association, or for the enhancement of general skills applicable to potential plans with the Students’ Association. However, each application will be considered on its merits by the Personnel Committee.

8.2.5 Non-consecutively employed and part-time staff will be entitled to claim pro-rata study
University of Technology Sydney, Students’ Association (PACCT) Enterprise Agreement 2007 – 2010

leave.

8.2.6 Staff intending to study in the following year are normally required to lodge applications with the Executive Officer or the Convenor of the Personnel Committee by December 31 of each year.

8.2.7 One day’s paid examination leave per semester is available to staff and each application will be considered on its merits.

EXAMPLE 201.

Symex Holdings Ltd Agreement 2006

45.3 Training costs

45.3.1 Where it is appropriate that an individual should undertake additional training to upgrade work related skills the company will, on the satisfactory enrolment and attendance of any approved course or part thereof, reimburse the individual for miscellaneous costs such as text books, stationery car parking fees and enrolment dues.

45.4 Training Leave

Where the parties agree that off-the-job training (e.g. TAFE courses) is necessary to upgrade work related skills, then up to a maximum of 200 hours training leave per employee per year will be provided for. Employees seeking training leave in accordance with this clause must ultimately produce proof of enrolment, satisfactory attendance and completion of the relevant course.

EXAMPLE 202.

Fairfax Printers Enterprise Agreement 2007

External Training

f) Fairfax Printers provides Permanent Team Members with external paid training leave of up to 144 hours per calendar year or pro rata for incomplete years.

g) The external training provided by this Clause is:

   i) training over and above the training provided by Fairfax Printers;

   ii) relevant to the Team Member’s current position or logical career path with Fairfax
Fairfax Printers Enterprise Agreement 2007

Printers;

iii) relevant to the business needs of Fairfax Printers;

iv) relevant to elected Team Members (eg HSE, JCT members) Industry and Enterprise Training;

v) generally initiated by the Team Member; and

vi) organised by the Team Member.

h) The application for external training requires the Permanent Team Member and the Manager to agree on arrangements for training leave. At the earliest opportunity, Permanent Team Members need to apply by providing the Manager, in writing:

i) a summary of the proposed course;

ii) demonstrate the course’s direct or future relevance to their current position or logical career path for Fairfax Printers’ business objectives;

iii) provide a schedule of when the time will be taken; and

iv) provide an estimate of the per annum cost of fees, textbooks, software and equipment, and the envisaged training leave requirements.

v) fees, including HECS fees and student union fees, relevant textbooks, software and equipment for approved courses will be reimbursed when the semester or course has been successfully completed. Original receipts and verification of course results are needed to substantiate claims. Reimbursement claims cannot be approved when Team Members have left Fairfax Printers or have given notice of their intention to leave. Reimbursement claims must be made through the Fairfax Group employee expense reimbursement procedures.

A federal union collective agreement in the print media (publishing) manufacturing industry, covering 100-499 employees.

Source: Workplace Authority agreements database; agreement number 072442648.

EXAMPLE 203.

Melbourne Health and Biomedical Engineers Agreement 2006 – 2009

27.1 A Biomedical Engineer shall be granted leave with full wages in order to attend examinations necessary to obtain a qualification as specified in 8.6, provided that such examinations are held within the Commonwealth of Australia.

27.2 The amount of such leave shall be sufficient to allow the Biomedical Engineer:

27.2.1 to proceed to and from the place of examination; and

27.2.2 in addition, allow three clear days prior to the oral examination and either three clear days or three single days prior to the written papers with a maximum of six days pre-
Melbourne Health and Biomedical Engineers Agreement 2006 – 2009

examination study leave in any calendar year;

27.2.3 any leave granted under the provision of this clause shall be in addition to the provisions of clause 23 – Annual leave.

A federal union collective agreement in the health care and social assistance industry, covering more than 500 employees.
Source: Workplace Authority agreements database; agreement number 071862627.

EXAMPLE 204.

Main Roads CSA Enterprise Bargaining Agreement 2007

8.3 Professional Development Leave

At Main Roads’ discretion professional development leave for up to 12 months may be provided to an employee to increase their expertise. This will be subject to the development being relevant to the employee’s area of expertise and to Main Roads' needs.

Leave may be paid or unpaid depending on individual circumstances. Assistance may also be provided with fees and other expenses. Conditions for each individual case will be negotiated between Main Roads and the employee. Agreed conditions will be confirmed in writing by Main Roads and signed by the employee.

A State collective agreement in the public administration and safety industry.
Source: WAIRC agreements database; agreement number 12 of 2007.

Conference Leave

EXAMPLE 205.

Epworth Foundation - Australian Nursing Federation Health Services Union of Australia Enterprise Agreement 2004-2007

Conference Leave

Permanent full time nurses will be entitled to 3 days conference leave annually and must be taken within the financial year. This entitlement does not accrue from year to year. Permanent part time employees will be eligible to take a commensurate quantum of pro rata conference leave (eg ½ full time hours = One and a half days conference leave).

Employees may also apply for leave to attend conferences/seminars in accordance with Epworth’s Policy. Leave is available for attendance at short courses and conferences.

A federal union collective agreement in the health services industry.
Source: AIRC agreements database; agreement number AG837861.
### Example 206.

**Main Roads CSA Enterprise Bargaining Agreement 2007**

<table>
<thead>
<tr>
<th>8.4</th>
<th>Professional Conference and Workshop Assistance</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>Main Roads may assist with travel and accommodation expenses, and provide study leave, to employees travelling at their own expense who wish to participate in a conference, workshop or other learning and development opportunity.</td>
</tr>
</tbody>
</table>

A State collective agreement in the public administration and safety industry.

Source: WAIRC agreements database; agreement number 12 of 2007.
**Example 207.**

**Brightwater Care Group Incorporated Health Service Union Collective**

**Workplace Agreement 2007**

**35. Conference/Study Leave**

(1) The Brightwater Care Group recognises the value in providing the opportunity to employees to attend approved conferences, seminars, meetings or courses where the content is expected to contribute significantly to their body of knowledge and therefore work performance.

(2) Conference/study leave is available to any employee of the Brightwater Care Group providing that employee has the opportunity to contribute to the body of knowledge or professional practice of his/her profession and has the opportunity to gain knowledge/skills which can be utilised within the Brightwater Care Group.

(3) Unless otherwise specified within this Agreement employees may be granted up to a maximum of 5 days conference/study leave per year.

(4) Applications for conference/study leave must contain details of the function to be attended and justification for the employees' attendance at that function.

(5) Conference/study leave must be formally approved by the employee’s manager.

(6) The operational requirements of the Brightwater Care Group and the relevance of the conference or course to the employees work must be considered prior to the approval of any conference/study leave.

(7) In the event an employee is seeking reimbursement for costs incurred during conference/study leave, approval must take into account those costs in relation to the potential value to the Brightwater Care Group. Costs will be reimbursed to a maximum of the prevailing capital city cost or travel allowances as are published from time to time by the Health Department of Western Australia.

(8) Employees shall receive ordinary pay during approved periods of conference/study leave.

(9) Employees may be requested to present a paper on the conference/study subject on return from their period of leave.

(10) Presentation of Papers at Conferences/Seminars.

(a) Where a staff members is presenting a paper at a conference/seminar funded by the Brightwater Care Group, they are required to provide a copy of this paper to their manager/director prior to the presentation of the paper.

(b) Where a staff member, in his/her own time, is presenting a paper which relates to the Brightwater Care Group, a copy of this paper must be provided to their manager/director prior to the presentation of the paper.

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A federal union collective agreement in the health care and social assistance industry, covering more than 500 employees.

Source: Workplace Authority agreements database; agreement number 072334436.
Financial assistance for training and study

**Example 208.**

**Workplace Authority Agreement Builder**

*Learning and development - financial assistance and study leave*

Subject to their written approval, the employer will provide financial assistance and support to an employee undertaking approved external study that is relevant to improving their current job performance, and to assist them in preparing for future career advancement.

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**Example 209.**

**Australian Institute of Management Employee Collective Agreement 2006-2008**

10. AIM strives to set standards by which all other management development organisations are measured. This can only be achieved by setting a high priority on the training and development of people, nurturing excellence in every employee.

All training and development will be based on the skill requirements of AIM, and will reflect the standards required for competent performance within an employee’s career path. The design and delivery of training and development programs will reflect as far as possible the preferred learning style of employees.

Training and development will be generally developed on a modular basis and may be provided both on and off site. AIM can require employees to undertake any training deemed to be essential to the efficient and productive performance of their duties. Such training will be relevant to the industry and the cost of such training shall be borne by AIM. Such training may include extended full-time training, off-site training, and attending a suitable, accredited training program.

The parties recognise that some employees have a role in training other employees. Employees in this position will therefore be provided with opportunities to gain skills in training others.

Registration costs for any recognised, authorised and accredited training program will be met by AIM.

10.1 Reimbursement of Tertiary Study Fees

It is expected that all staff will take responsibility for their own professional development; however, the Chief Executive Officer may agree to reimburse staff members up to 50% of their fees paid for approved accredited study on successful completion of each subject of an approved accredited course.

The following conditions shall apply:

- Applications for approval for partial reimbursement of fees are to be made using the “Application Form” and submitted to the Chief Executive Officer.
### Australian Institute of Management Employee Collective Agreement 2006-2008

- The course of study must lead to an official accredited qualification at an accredited Educational Institution other than AIM;
- The course of study must be relevant to an applicant’s continuing professional development within the Institute;
- Partial reimbursement of fees will apply to those subjects specified in the Application Form and on receipt of official notification from the accredited institution indicating successful completion;
- Staff must be continuously employed (whether permanently or under contract) by AIM for a minimum of 12 months before qualifying to apply for partial reimbursement of fees;
- Generally, only those courses where attendance is outside business hours will be considered for reimbursement – time off for study would need to be itemised and approved in advance when completing the Application;
- Staff must be employed by AIM upon completion of study in order to qualify for reimbursement.

A federal employee collective agreement in the education and training industry, covering 20-99 employees.  
Source: Workplace Authority agreements database; agreement number 061072474.

### Example 210.

**Department of the Environment and Heritage (DEH) Collective Agreement 2006-2009**

**Study Support Scheme**

D1. DEH encourages its employees to undertake formal study in fields which link to the achievement of its corporate goals. The Study Support Scheme encourages DEH employees to undertake formal courses of study at tertiary and higher education institutions and other vocational education courses by providing access to study leave during normal hours of duty. Operation of the Study Support Scheme is in accordance with the Study Support Scheme Guidelines as varied from time-to-time.

**Eligibility**

D2. Ongoing employees, and non-ongoing employees engaged for a specified term or specified tasks contracted for periods of 12 months or longer, are eligible to apply for study leave (with or without pay) and financial assistance under the Study Support Scheme. Non-ongoing employees engaged for a specified term or specified tasks contracted for periods of less than 12 months may apply for limited study leave under the Study Support Scheme.

**Financial Assistance**
### Department of the Environment and Heritage (DEH) Collective Agreement 2006-2009

D3. The Agency Head (delegate) may approve financial assistance to employees undertaking approved studies under the Study Support Scheme. Financial assistance is in the form of a bursary that is paid at the beginning of each semester. The amounts are:

- University students - $500 per semester – total $1000 for academic year
- TAFE students - $250 per semester – total $500 for academic year

The bursary payment is not payable to employees on Study Leave Without Pay.

D4. The Agency Head (delegate) may approve the costs of a training course of study in a tertiary institution where the course is approved as part of the employee’s job related key responsibilities in their Performance Agreement, where it meets the requirements of the business and use of the training program is cost effective. The Agency Head (delegate) may approve reasonable time off to travel to and from the tertiary institution.

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**Example 211.**

### City West Water Collective Agreement 2006

**70. Reimbursement of Costs**

An employee undertaking an approved course of study may apply for reimbursement of course fees and non fee-related course costs such as text books, equipment and other materials essential for completion of the course, up to 75% of the actual expenses incurred.

The conditions under which cost reimbursement is available are:

1. the employee has had the course approved previously for education assistance purposes;
2. the employee has successfully completed the subject(s) for which reimbursement of costs is sought; and
3. the employee has produced original receipts for non fee-related course costs, such as text books, equipment and materials, essential for completion of the course.

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A federal union collective agreement in the Commonwealth public service.
Source: Workplace Authority agreements database; agreement number 06496795.

A union collective agreement in the electricity, gas, water and waste services industry, covering 100-499 employees.
Source: Workplace Authority agreements database; agreement number 061117480.
**EXAMPLE 212.**

**Boag’s Brewery Site Agreement 2006**

<table>
<thead>
<tr>
<th>25.3</th>
<th><strong>Self Education</strong></th>
</tr>
</thead>
<tbody>
<tr>
<td>Where an employee seeks to undertake training which the Company feels it is unable or inappropriate for it to provide then the employee can request assistance from the Company. Each such request will be considered on an individual basis. Factors that will be considered include the relevance of the training to the work of the employee, the benefit to the individual and employer, cost, including the time involved and the effect on the workplace such as provision of relief.</td>
<td></td>
</tr>
<tr>
<td>The Company support may take a variety of forms including payment of costs associated with course fees, prescribed learning materials, paid time off work from work, including to attend examinations or in other forms, as agreed.</td>
<td></td>
</tr>
<tr>
<td>The parties accept that individuals also have a responsibility for their own education and that they will also be required to be flexible.</td>
<td></td>
</tr>
</tbody>
</table>

A federal non-union collective agreement in the food manufacturing industry.  
Source: AIRC agreements database; agreement number AG847669.

---

**EXAMPLE 213.**

**MCM Building Services QLD Pty Ltd and CFMEU Union Collective Agreement 2006**

<table>
<thead>
<tr>
<th>4.2.6 (b)</th>
<th>Where, as a result of consultation in accordance with this clause it is agreed that additional training should be undertaken by the employee, that training may be taken either on or off the job.</th>
</tr>
</thead>
<tbody>
<tr>
<td>(c)</td>
<td>Any costs associated with standard fees for prescribed course and prescribed textbooks (excluding those textbooks which are contained in the company’s technical library) incurred in connection with the undertaking of training pursuant to 4.2.6(b) shall be reimbursed by the company upon the production of evidence of such expenditure. Provided that reimbursement shall be subject to the presentation of reports of satisfactory progress.</td>
</tr>
</tbody>
</table>

A federal union collective agreement in the construction industry, covering fewer than 20 employees.  
Source: Workplace Authority agreements database; agreement number 06508339.

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**EXAMPLE 214.**

**Symex Holdings Ltd Agreement 2006**

<table>
<thead>
<tr>
<th>45.3</th>
<th><strong>Training costs</strong></th>
</tr>
</thead>
<tbody>
<tr>
<td>45.3.1 Where it is appropriate that an individual should undertake additional training to upgrade work related skills the company will, on the satisfactory enrolment and attendance of any</td>
<td></td>
</tr>
</tbody>
</table>

---
Symex Holdings Ltd Agreement 2006

approved course or part thereof, reimburse the individual for miscellaneous costs such as text books, stationery car parking fees and enrolment dues.

A federal union collective agreement in the chemical manufacturing industry.  
Source: AIRC agreements database; agreement number AG847658.

EXAMPLE 215.

Town of Gawler Collective Agreement No 6, 2006

5.9 Where an employee is authorized by the Council to take study leave in accordance with [this agreement], the Council shall on the satisfactory completion of each semester, upon presentation of receipts and other supporting documentation, reimburse the employee for 50% of fees paid in respect of such course. The reimbursement shall cover:

a) enrolment fees
b) costs of text books, providing such text books shall remain the property of the Council.

A federal union collective agreement in public administration, covering 100-499 employees.  
Source: Workplace Authority agreements database; agreement number 06240760.

EXAMPLE 216.

University of Technology Sydney, Students’ Association (PACCT) Enterprise Agreement 2007 – 2010

8.3 Education Allowance

8.3.1 An Education Allowance is only available to employees, other than casual employees, undertaking an approved Award course at an Australian Public University. It is not available to employees undertaking non-award or external courses.

8.3.2 Employees, other than casual employees, who commence an approved undergraduate course of study at an Australian Public University will be paid the equivalent of the up-front HECS liability to the maximum of the annual allowance. Employees, other than casual employees, commencing an approved course at an Australian Public University that attracts a Postgraduate Course Fee may claim fees up to the amount of the Education Allowance.

8.3.3 The maximum education allowance payable is $2000 per employee, other than casual employees, per annum.

8.3.4 The allowance will be paid six months after the completion of the study for which the approval was granted. The allowance is not payable if the employee resigns from the Association within six months of the completion of the semester in which the approved study was undertaken.
University of Technology Sydney, Students’ Association (PACCT) Enterprise Agreement 2007 – 2010

8.3.5 Employees must apply in advance to the Personnel Committee and have the course that they are studying approved by that Committee in order to be eligible for the education allowance. In determining whether to approve an application the Personnel Committee will consider the relevance of the course to the needs of the Students' Association. The Personnel Committee will not approve an application unless it is demonstrated that the undertaking of the course by the employee is relevant to the needs of the Students’ Association.

8.4 Appeals

8.4.1 In the event that Personnel Committee determines that an application for a Professional Development Course, Study Leave or the Education Allowance does not meet the appropriate criteria, then grounds and reasons shall be given in writing to the applicant, who will then have the right to appeal the decision of the Personnel Committee to the Student Representative Council. Such application for appeal shall be made within ten (10) working days of the notification of an unsuccessful application having been received.

Example 217.

Hardy Wine Company Limited (Kamberra Wine Tourism Complex) Enterprise Agreement 2005 - 2008

12.4 Any costs associated with standard fees for prescribed courses incurred in connection with the approved undertaking of training will be reimbursed by the company upon production of evidence of such expenditure.

12.5 Costs associated with purchase of text books will be dealt with in either of the following methods:

12.5.1 If purchased by the company, they remain the property of the company.

12.5.2 If purchased by the employee and no claim for reimbursement is made, they therefore belong to the employee.

12.6 Travel costs incurred by an employee which exceed those normally incurred in travelling to and from work, shall be reimbursed by the employer, where such travelling allowances are not recoverable from other agencies (eg TAFE, DEET).

A union collective agreement in the education and training industry.
Source: NSWIRC agreements database; enterprise agreement number EA07/4.

A federal non-union collective agreement in the hospitality industry.
Source: AIRC agreements database; agreement number AG847476.
EXAMPLE 218.

Department of Transport and Regional Services Collective Agreement 2006 – 2009

B2 Study Assistance

B2.1 In the context of developing employees to achieve the Department's objectives and to improve performance, the Department encourages employees to undertake tertiary, professional or technical study.

B2.2 Financial assistance may be approved for any or all of the following items:

a) the amount of the discounted up-front charge for Commonwealth supported places, or up to 100% of other course/tuition fees (if no discount is available);

b) compulsory administrative fees (if any) imposed by the educational, technical or professional institution;

c) the accommodation and travel costs of compulsory residential programmes for external students; and

d) any other compulsory costs if, in the opinion of the Secretary, non-payment would hinder a student's ability to complete an approved course of study satisfactorily.

B2.3 The Secretary may approve up to 8 hours paid leave per week to enable an employee to travel to and attend lectures.

A union collective agreement in public administration, covering more than 500 employees.
Source: Workplace Authority agreements database; agreement number 06295477.

EXAMPLE 219.

Main Roads CSA Enterprise Bargaining Agreement 2007

8.2 Scholarship Program

The Main Roads Scholarship Program is designed to build and expand the capability of employees in key areas of our business by providing sponsored opportunities for further education and learning. Generally this will involve Main Roads contributing to the financial costs associated with study as well as access to study leave.

The Main Roads Scholarship Program Policy provides an overview of the program, including the process for the identification of scholarship areas, as well as the application process and guidelines for participation in the scholarship program.

A State collective agreement in the public administration and safety industry.
Source: WAIRC agreements database; agreement number PSAAG 12 of 200.
19. **Training**

The company will facilitate quality training and development of its employees. Where an employee undertakes training required by the company it shall be at the company's expense and as far as practicable in the employee's usual working time and the employee will not lose pay for attendance or travel costs associated with such training. Where an employee seeks to undertake further training and development that is consistent with the needs of the company, the company will provide assistance to the employee in terms that the company approves, for this to occur.

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**Example 221.**

City Of Stirling (Building Maintenance Section) Enterprise Agreement 2004/2005

22.3 **Compulsory Fees and Charges**

Fees and charges levied for approved courses of study (but specifically excluding HECS fees) shall be reimbursed to eligible employees on the successful completion of each semester (or equivalent period of study), as assessed by the organisation delivering the course. This will not include book charges. Proof of satisfactory performance shall be provided.

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**Example 222.**

Department of Transport and Regional Services Collective Agreement 2006 – 2009

**B3** **Professional Memberships/Accreditations**

B3.1 The Department recognises the benefits of membership of professional organisations and will reimburse membership fees and accreditation fees where a membership or accreditation from a professional association is required for an employee to undertake their responsibilities for the Department.

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A federal union collective agreement in the metal (machinery) manufacturing industry, covering 20-99 employees.
Source: Workplace Authority agreements database; agreement number 061373268.

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A State collective agreement in the public administration and safety industry.
Source: WAIRC agreements database; agreement number 96 of 2005.

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A union collective agreement in public administration, covering more than 500 employees.
Source: Workplace Authority agreements database; agreement number 06295477.
# Consultation

## Commitment to consultation

**EXAMPLE 223.**

| Canberra Institute of Technology Union Collective Agreement for Teaching Staff 2006 to 2009 |
|---|---|
| **9. Consultation** | |
| 9.1 The parties are committed to effective consultation and teacher participation in decisions that affect a teacher’s employment. This is essential to the successful management of change. | |
| 9.2 Where there are proposals by CIT to introduce changes in the organisation or to existing work practices, CIT will consult with affected teachers and/or their representatives. | |
| 9.3 This will involve CIT providing relevant information to assist the teachers and/or their representatives to understand the reasons for the proposed changes and their likely impact so that the teachers and their representatives are able to contribute to the decision making process. | |
| 9.4 For the purpose of providing effective consultation (a) the parties agree to the establishment of consultative arrangements; and (b) existing local consultative arrangements will remain in place. | |
| 9.5 Consideration of new initiatives, special projects, pilot programs etc affecting teachers must occur at Institute level and involve consultation between the parties and other relevant stakeholders. This consultation will determine principles to be observed in assessing the desirability of implementing the proposal. Such consideration must address issues such as Institute priorities, resources, curriculum implications and work-life balance. | |

A federal union collective agreement in the education and training industry.
Source: Workplace Authority agreements database; agreement number 061129752.

**EXAMPLE 224.**

| The Angel Café Collective Agreement 2006 |
|---|---|
| **Consultative Approach** | |
| The parties to this Agreement recognise the existing industrial relations structures, which involve an open and consultative approach, which has positively benefited the organisation and assisted it to resolve industrial issues affecting both the industry and the employer. | |
| Accordingly, the parties to this Agreement agree to continue to utilise such industrial structures in the future in a way that continues the open consultative approach. | |

A federal employee collective agreement in the accommodation and food services industry, covering 20-99 employees.
Source: Workplace Authority agreements database; agreement number 06114526.
### Consultative committees

**City West Water Collective Agreement 2006**

**60. Consultative Committee**

The parties to this Agreement are committed to cooperating positively to provide practical, workable options to improve the work/life balance and enhance the training, career opportunities and job security of employees, and thus increase the efficiency, productivity and competitiveness of employees and City West Water.

The charter of the Consultative Committee is:

1. To promote communication whilst actively representing and acting in the best interest and well being of all employees;
2. To create and foster a positive working environment where mutual trust, employee morale, service quality and operational efficiency will be continually enhanced and reinforced; and
3. To strive to provide all employees with the opportunity to have their opinions, values, ideas and attitudes reflected upon and discussed in the appropriate forum.

Subject to its constitution, the Consultative Committee will address issues including:

1. Work/life balance opportunities and options;
2. Staff related policies, and activity rates in staff services provided by City West Water;
3. Results of employee related surveys conducted by City West Water;
4. Monitoring the implementation of this Agreement; and
5. Addressing any issues raised by staff relating to the Agreement.

The Consultative Committee must meet at least once every quarter, and, in addition, may be called to meet by any of the members where and when a significant issue arises.

The Consultative Committee shall be comprised of five members, comprising 2 staff representatives elected by the respective union members, 1 member of the Call Centre, one independent staff representative, and a City West Water management representative.

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A union collective agreement in the electricity, gas, water and waste services industry, covering 100-499 employees.  
Source: Workplace Authority agreements database; agreement number 061117480.
**Example 226.**

**Hardy Wine Company Limited (Kamberra Wine Tourism Complex) Enterprise Agreement 2005 - 2008**

**8. Consultative Committee**

For the purposes of negotiating this Enterprise Agreement a Consultative Committee has been established consisting of management and employee representatives.

**11. Consultation Arrangements**

11.1 The parties are committed to consultation in the workforce and recognise the need to maintain mutual trust and understanding to ensure that effective consultation occurs.

11.2 The Company will consult with employees affected to provide an opportunity for them to be involved and express views before implementing changes which will impact on those employees' workplace and conditions.

11.3 It is agreed that such consultation is dependent upon:

- information sharing
- trust
- recognition of each other's needs and concerns

11.4 A Consultative Committee has been established and is comprised of:

- Management representatives
- employee representatives from designated work areas elected by the members they represent.

11.5 The Consultative Committee is a mechanism to assist in this process and provides employees with an opportunity to openly participate in discussions which impact upon their working environment.

A federal non-union collective agreement in the hospitality industry.

Source: AIRC agreements database; agreement number AG847476.

**Example 227.**

**Ampcontrol Transformers Pty Ltd Union Collective Agreement 2006**

**40.0 Consultative Process**

The parties to this Agreement remain committed to the Consultative Process as an integral part of the Enterprise.

**40.1 Consultative Committee (CC)**

- 40.1.1 A Consultative Committee (CC), which for the purposes of the Agreement is the single bargaining unit with respect to wages and conditions of employment, has been established to implement, monitor and manage the Agreement.

- 40.1.2 The CC will be a committee of duly elected representatives of the Employees and
by nominees of the Employer:

a) Up to two representatives of the Employees;
b) Up to two nominees of the Employer.

40.1.3 The number of representatives nominated to be reviewed for effectiveness at the end of each year.

40.2 Consultative Committee Meeting

40.2.1 Meetings will be held on a monthly basis to a mutually agreed schedule. Any deferred meetings are to be held within 7 days of the scheduled date.

40.2.2 An Agenda shall be produced for the monthly meetings to include as a minimum, the following:

a) Current position of the Enterprise ie profit, sales, costs
b) Quality
c) OHS
d) Training
e) Workshop Organisation ie maintenance, housekeeping, tools, efficiency
f) Competency Standards

40.2.3 Furthermore, the CC will meet on an as required basis:

a) Ensure specific measures identified in the Agreement, are implemented into the day to day procedures and practices.
b) Be consulted where appropriate, on matters that affect the day to day performance and conditions of Employees.
c) Recommend amendments and corrections where appropriate.

Discrepancies identified within the Agreement will be reviewed by the CC with the following provisos:

a) Notification in writing stipulating the nature of the discrepancy.
b) The discrepancy is to be accepted by the CC as applicable to the Agreement.
c) The discrepancy is to be addressed within a two week period of about notification/acceptance.

40.4 Feedback Meeting

A monthly Feedback Meeting will be held for Employees after each CC Meeting. This meeting is to provide feedback on the Consultative Process and OHS Meetings.

The meeting is to be held during the lunch break.

41.8 Communications

The Employer and the employees are committed to a policy of conciliation and discussion using the Consultative Committee. CC meetings are to be held at least monthly and shall include
Ampcontrol Transformers Pty Ltd Union Collective Agreement 2006

items mentioned on the agenda and any other items requiring discussion of decision.

A federal union collective agreement in the electronic manufacturing industry, covering 20-99 employees.
Source: Workplace Authority agreements database; agreement number 06707590.

EXAMPLE 228.

Abraham Steel Geelong Area Agreement 2006

19.0 Consultative Committee

19.1 The parties agree to establish a consultative committee to assist the parties improve productivity, efficiency and to provide for the effective involvement of employees in the decision making process. The committee will consist of an equal number of company and union representatives.

19.2 The objectives of the committee are to investigate, determine, and make recommendations on matters including but not limited to:

(i) introduction of new technology
(ii) changes to work organisation
(iii) expansion and investment
(iv) quality
(v) productivity improvement
(vi) new management practices

19.3 Union representatives on the committee will have adequate time and access to the employees they represent:

(i) prior to the committee meetings to prepare for agenda items;
(ii) following committee meetings to report back, when necessary, on issues discussed.

19.4 Committee members will be provided with all relevant information and access to documentation and data pertaining to the subject matter in order to assist the consultative process, except where the company is unable to do so for privacy or confidentiality reasons.

30.0 Productivity And Efficiency/Consultative Process

30.1 Through the joint Consultative Committee, this Agreement establishes a process for the parties to the Agreement to consult each other about matters involving changes to the organisation and a commitment to the continuous improvement of productivity and efficiency.

30.2 Existing flexibility's on the transfer of R.D.O.'s without penalty, method of payment of the 36 hour week, overtime in the workshop and the method of implementing the three (3) work period day, will continue to be developed along with other flexibilities by agreement.

A federal union collective agreement in the metal manufacturing industry.
Source: AIRC agreements database; agreement number AG847324.
20. Consultation And Review

(a) It is recognised by the parties that a consultative approach is applied to managing and developing the workplace arrangements between the company and its employees.

(b) Further to this, the parties are committed to the pursuit of continuous improvement processes and programs that are aimed at enhancing business performance. The parties recognise that key elements within any continuous improvement program are based on genuine information sharing and consultation and are committed to the further development of these processes.

(c) On the part of employees and unions, there is a genuine commitment to co-operate in a positive manner with the introduction of change on an ongoing basis to enhance the performance of the business consistent with the principles of the Alcoa Business System and on the part of management there is a commitment to genuinely consult prior to the introduction of change.

(d) Consistent with this the Employee Development Lead Team (EDLT), comprising of the Senior Union Delegates and Management Representatives, will overview and manage the implementation of this agreement in accordance with its intent, while ensuring that in the first instance consultation is progressed at a workgroup and/or departmental level as appropriate.

(e) The EDLT will meet on a monthly basis and will maintain a record of proceedings.

(f) Where required the EDLT will be the forum where consultation occurs between the parties on:

   (1) strategic issues affecting the parties to the Agreement;
   (2) the introduction of significant change on the part of the company;
   (3) the use of non permanent labour, where the requirements of the work or variations in workload cannot be managed in a cost effective manner by the utilisation of the existing permanent workforce, and
   (4) the progression of unresolved issues consistent with the resolution provisions contained in this Agreement and Company policy.

(g) Referral of issues to the EDLT will only occur after the appropriate Senior Delegate and the appropriate Area Manager have consulted and are satisfied that all avenues of issue resolution have been undertaken within the area. It is intended that issues be resolved at the lowest possible level. The process of referral to the EDLT will not prevent any of the parties to the Agreement exercising their right to utilise the Resolution of Disputes process contained in Clause 22 of this Agreement.

A federal union collective agreement in the metal manufacturing industry.
Source: AIRC agreements database; agreement number AG847921.
EXAMPLE 230.

**Ford Australia Enterprise Agreement 2006 (Skilled Trades)**

### 10.7 Consultative Mechanisms

10.7.1(c) The Plant/Site Consultative Committee membership will be Ford employee representatives at the location, the Plant Manager, Human Resources Manager and the Operations Manager.

10.7.1(d) Area Consultative Committee membership will consist of Ford employee representatives in the area, the Area Manager, Superintendent and Human Resources Coordinator. The Area Consultative Committee will have equal Company and Ford employee representative’s representation with a minimum of four (4) participants.

### 10.8.2 Area Consultative Committees (ACC)

10.8.2(a) The role of the Area Consultative Committee is to assure improved consultation between Area Management and area Ford employee representatives on continuous improvement matters, including:

2. Total Cost Improvements.
4. Labour Levels Changes.
5. Non-Traditional Forms of Employment.
7. Sales Performance.
8. Facility Changes.
10. Quality Results.
11. Implementation of this Agreement.
12. Other matters deemed relevant by either party.

10.8.2(c) The Area Consultative Committees will meet on a weekly basis and the minutes shall be distributed for display on notice boards.

### 10.8.3 Plant/Site Consultative Committees (PSCC)

10.8.3(a) The role of the Plant/Site Consultative Committee is to assure improved consultation between Company management and Ford employee representatives at each Plant or Site on continuous improvement matters, including:

2. Total Cost Improvements.
5. Facility Changes.
### Ford Australia Enterprise Agreement 2006 (Skilled Trades)

7. Quality Results.
8. Other matters deemed relevant by either party.

10.8.3(b) In addition, the Plant/Site Consultative Committee will, as part of the agenda, include the following matters. The parties will reach consensus that these matters are being executed in accordance with this Agreement:

1. Labour Levels Changes.
2. Non-Traditional Forms of Employment.
3. Ford Production System.
4. Implementation of this Agreement.

### 10.8.4 Joint Steering Issues Committee (JSIC)

10.8.4(a) The role of the Joint Strategic Issues Committee is to operate at a corporate strategic level on matters pertaining to Occupational Health and Safety, Diversity and the Ford Production System. This committee replaces the former Corporate Steering Committees in the areas of:

2. Diversity and Work Life.
3. Ford Production System.

10.8.4(b) The parties will meet quarterly, and they will devote equal time to each of these three (3) important areas of mutual interest. Extraordinary meetings may be called as required.

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A federal union collective agreement in the metal manufacturing industry, covering more than 500 employees.
Source: Workplace Authority agreements database; agreement number 061028508.

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### Example 231.

### Morwell Pre Cast Contractors Agreement 2006-2008

11 The parties will establish a Facility Monitoring Committee as a further means to ensure optimum employer/employee relations are maintained at the Facility. The Facility Monitoring Committee will consist of equal representation of TJH [Thiess John Holland] and the Unions.

This committee will develop the Facility Calendar and Roster arrangement and review the implementation and administration of the Facility calendar. It will examine matters such as fatigue management, work life balance, achievement of the Facility program, and associated matters. The committee will hold a formal review of the RDO calendar by 31st December, 2005. The committee may by agreement make changes to the Facility calendars for 2006 and or 2007, provided such changes are agreed and consistent with the provisions of this Agreement.

The Facility Monitoring Committee will provide a forum at which the parties can communicate matters concerning the Facility, review compliance to the Dispute Settlement Procedures and formulate and agree criteria to measure the performance of the Facility. This will entail a review of the manufacturing progress compared to the program and information gathered within the
Morwell Pre Cast Contractors Agreement 2006-2008

Quality Management system relating to performance standards set.

A federal union collective agreement in the manufacturing industry, covering 20-99 employees. Source: Workplace Authority agreements database; agreement number 072195570.

Example 232.

Witmore Enterprises Inc. (Supported Employees) Workplace Agreement 2007-2010

7.4 What Is The Role Of The Workers Committees?

Consultation and participation are essential to improved workplace relations. The employees shall be fully informed and have input into decision making and appropriate consultative mechanisms shall be established within the organisation.

It is the express intention of the parties to this agreement to maintain effective consultation on matters of mutual interest and concern. It is intended to provide orderly procedures for the examination and negotiation of matters relating to training, productivity, technological change, Occupational Health and Safety and any other matter as determined appropriate.

To this extent the organisation will establish a Workers Consultative Committee made up of supported employees who are elected representatives of supported employees of the organisation.

Workers Consultative Committee Procedures

The workers committee shall typically include:

(i) The elected Worker Representatives;
(ii) The General Manager or delegated officer;

The Committee shall have a maximum of five representatives.

The appointment of management representatives will be determined by management and the election/appointment of employee representatives will be determined by the employees.

The group, once established, may invite persons with expertise related to particular issues to be discussed to attend specific meetings.

The following matters shall form the basis for the work of the committee, which shall seek to reach agreement on the matters and make recommendations to senior management/employees who will take account of the views and the deliberations of the committee:

(i) Report on and review issues of concern to supported employees and management, including work related concerns, business matters including financial results and emerging issues, social and community matters.
(ii) To consider the introduction of new or revised safe work methods or work arrangements, and inform the OH&S Committee deliberations in such matters.
(iii) To report on the committee’s deliberations to the supported employees through their fortnightly group meeting.
Witmore Enterprises Inc. (Supported Employees) Workplace Agreement 2007-2010

The workers committee shall meet at least once monthly.

A reasonable time limit shall be placed on the length of meetings. Enough time shall be provided to adequately deal with agenda items. Meetings shall operate on a consensus basis.

The minutes of the meeting shall be circulated at the following employee group meeting. The minutes shall also be placed on the organisation notice board for the information of those employees who choose not to attend the group meeting.

The recommendations made by the committee will assist management in the decision making process.

A State employee collective agreement in the health care and social assistance industry.

Source: NSWIRC agreements database; agreement number EA07/12.
### Example 233.

**Country High School Hostels Authority Residential College Supervisory Staff**  
**General Agreement 2006**

28. **Joint Consultative Committee**

28.1 The parties recognise the need for effective communication to improve the business/operational performance and working environment in the Authority.

28.2 The parties acknowledge that decisions will continue to be made by the employer who is responsible and accountable to Government for the effective and efficient operation of the Authority.

28.3 The parties agree that:

   a) Where the employer proposes to make changes likely to affect existing practices, working conditions or employment prospects of employees, the union and employees affected shall be notified by the employer as early as possible;

   b) For the purposes of discussion the employer shall provide to the employees concerned relevant information about the changes, including the effect of the changes on employees, provided the employer shall not be required to disclose any information that is confidential;

   c) In the context of discussions the Union and employees are able to contribute to the decision making process; and

   d) The Joint Consultative Committee (JCC) parties are to provide all reasonable and relevant information except confidential commercial, business or personal information, the release of which may seriously harm a party or individual.

28.4 The Authority will have a JCC comprising of the employer or their nominee, employer nominated representatives and Union nominated representatives.

28.5 The JCC will convene within 28 days of a written request being received from either party.

28.6 The JCC will determine its own operating procedures.

28.7 JCC’s will be a forum for consultation on issues such as:

   a) Development of workload management tools within the Authority;

   b) Industrial issues;

   c) Fixed term and casual employment usage;

   d) Changes to work organisation and/or work practices occurring in the workplace;

   e) Authority implementation of recommendations from the ‘Functional Review of Government’; and

   f) Authority implementation of other aspects of this General Agreement.
28.8 Matters not resolved through the JCC can be referred to the provisions of clause 30. - Dispute Settlement Procedure of this General Agreement.

A State collective agreement in the education and training industry.
Source: WAIRC agreements database; agreement number AG 9 of 2006.

EXAMPLE 234.

Country High School Hostels Authority Residential College Supervisory Staff General Agreement 2006

29. Peak Consultative Forum
29.1 The Peak Consultative Forum established under the replaced General Agreement shall continue to operate and consist of senior representatives from the union and Directors General or their nominated representatives from DOCEP, DPC and as required, other agencies.
29.2 The function of the Peak Consultative Forum will be to consult on cross sector matters including the implementation of this General Agreement.
29.3 The parties acknowledge that decisions will continue to be made by the employer who is responsible and accountable to Government for the effective and efficient operation of the Authority.

A State collective agreement in the education and training industry.
Source: WAIRC agreements database; agreement number AG 9 of 2006.

EXAMPLE 235.

Australian Institute of Management Employee Collective Agreement 2006-2008

4. Joint Consultative Committee

The parties to this Agreement are resolved to ensure that effective communication channels exist between management and employees. A Joint Consultative Committee, ("JCC"), has been created to facilitate this by providing a forum for discussing any matter of interest or concern to AIM's employees.

[The person] receiving the fourth highest number of votes in this election [for the JCC] shall be named as "the alternate". The alternate will also act as a "stand-in" should one of the workforce representatives be unable to attend a meeting. Membership will comprise of the Chief Executive Officer, two management nominees and three elected staff members. In addition, to ensure the alternate is aware of current issues on the JCC, the alternate will attend all meetings and have the responsibility of circulating the agenda.

A representative from HR will be in attendance at all JCC meetings in an advisory role for the committee and will act as the minute secretary.

Training will be provided in meeting procedures, if and when required. Costs of such training will be borne by AIM.
Australian Institute of Management Employee Collective Agreement 2006-2008

The Committee will meet quarterly as a minimum, other meetings may be called to deal with specific issues.

A federal employee collective agreement in the education and training industry, covering 20-99 employees.
Source: Workplace Authority agreements database; agreement number 061072474.

EXAMPLE 236.

Dairy Farmers (North Queensland) Collective Agreement 2007

12.2 Site Consultative Committee (SCC)

Site Consultative Committees will continue to operate under their current terms of reference at each site where appropriate. The SCC shall consist of designated employee representatives and representatives from Dairy Farmers to monitor and review the workplace organisation at each site. Each SCC will as part of its responsibilities:

• Monitor the progress of the implementation of this Agreement.
• Assist management in the implementation of initiatives consistent with the aims of this Agreement.
• Discuss Key Performance Indicators.
• Develop and implement effective site communication strategies.
• Recommend improvements that will improve the productivity, efficiency, flexibility and customer service performance of the site.
• Discuss site training initiatives.

12.3 Joint Communication

Promotion of employee participation with special attention to communication with employees and management to ensure that all are:

• familiar with the contents of this agreement and any subsequent agreements.
• informed of changes which will affect individual employees and ensure that such changes are handled sensitively.
• informed of world standards of management and work practices including consultation, skilling and work redesign so that there can be a clear vision of the need for continuous improvement within the enterprise.

A federal union collective agreement in the food manufacturing industry, covering 100-499 employees.
Source: Workplace Authority agreements database; agreement number 071426919.

United Group Resources Pty Ltd Alcoa Electrical Contracting Collective Workplace Agreement 2006

Clause 9(3) United Group Resources Pty Ltd and its employees agree to take steps to improve and enhance communication between employees and management/supervisors
through:

a) Monthly Monitoring Committee Meetings
b) Tool Box Talks
c) Management Report Back Meetings with all employees
d) Suggestion Systems
e) Noticeboards
f) Newsletters/Bulletins.

A federal union collective agreement in the construction industry, covering more than 500 employees. Source: Workplace Authority agreements database; agreement number 06423787.

EXAMPLE 237.

McMahon Services Australia Pty Ltd Enterprise Agreement

2.2 Consultative Committee

2.2.1 A Joint Consultative Committee may be established, the role of which will be:

• to monitor the implementation and on-going operation of this Agreement, and to seek remedies where the objectives of the Agreement are not being met;

• to develop and monitor key productivity improvements, and to measure the effectiveness of those initiatives;

• to monitor the implementation of training measures the purpose of which will be to advance the concept of continuous workplace training and skills enhancement;

• to provide a forum for the parties to consult each other about matters involving changes to the organisation or performance of work in the enterprise; and

• to ensure effective compliance with the Grievance/Disputes Procedure by all parties.

2.2.2 The Committee will consist of equal representation of both workers and the Company, and will not exceed four (4) members in total.

2.2.3 The Committee may at its discretion call on other persons or experts to attend the Committee and to advise it on specific matters of concern to the Committee.

2.2.4 All members of the Committee will receive adequate training to ensure that their duties and responsibilities are performed in a competent manner.

2.2.5 Employee representatives will be allowed reasonable time during working hours to prepare for meetings.

2.2.6 The Committee will meet at least quarterly during the life of this Agreement and will be jointly chaired by a representative of the Company, and a nominated representative of the workers.
2.3 **Information Flow**

The parties agree to develop an information flow through the Consultative Committee in order to support the principles of co-operation and communication which underpin this Agreement.

Areas of information to be shared will include:

- Company performance indicators;
- Work under tender;
- Company objectives and milestones.

A federal union collective agreement in the construction industry, covering 20-99 employees.
Source: Workplace Authority agreements database; agreement number 06552500.

**Example 238.**

**UNSW (Academic Staff) Enterprise Agreement 2006**

7.0

(c) An Academic Staff Employee Representative Committee (ASERC) will be established to:

(i) perform functions assigned to it under this Agreement; and

(ii) meet with the University no more than three times per year to discuss matters relating to the implementation of the Agreement.

(d) The ASERC will comprise two employee representatives nominated by the NTEU and the same number of directly elected employees.

(e) The ASERC will elect a Chairperson and will advise the University of the name of the Chairperson.

(f) In carrying out duties pursuant to clause 7.0(c) above (including attending meetings and receiving professional development in their role as members of ASERC or as employee representatives), ASERC members will be allowed reasonable paid time and will be considered to be on duty.

A federal union collective agreement in the education and training industry.
Source: Workplace Authority agreements database; agreement number 06552500.

**Example 239.**

**Dairy Farmers (North Queensland) Collective Agreement 2007**

12.1 **Single Bargaining Unit (SBU)**

The Single Bargaining Unit will ensure that the framework for enterprise arrangements is maintained by:

- Monitoring workplace consultative arrangements.
- Minimising demarcation barriers and other impediments to workplace reform in accordance with the relevant Appendix.
**Dairy Farmers (North Queensland) Collective Agreement 2007**

- Monitoring the implementation of the agreement through biannual meetings.

This review committee will include, but not be limited to, representatives from the Single Bargaining Unit.

A federal union collective agreement in the food manufacturing industry, covering 100-499 employees.
Source: Workplace Authority agreements database; agreement number 071426919.
Example 240.

**ACL Bearing Company – Launceston – Certified Agreement 2005-2008**

7. **Single Bargaining Unit**

The parties acknowledge that this Agreement has been negotiated through a Single Bargaining Unit (SBU) that is comprised of Company Representatives, Union Officials, union representatives and Workplace Representatives of employees.

The SBU is the primary body for negotiations on the enterprise bargaining agreement. It also has the responsibility to oversee the implementation and operation of this Agreement.

The SBU shall operate in accordance with the charter set out in Attachment 3 to this agreement.

**Attachment 3 - Single Bargaining Unit (SBU) Charter**

**OBJECTIVES**

The objectives of the SBU will be [to]:

- increase the efficiency, productivity and competitive performance of the company;
- improve job security, career opportunities and skill enhancement of employees;
- improve the consultative and decision making processes within the company, and
- deal with workplace issues once the disputes procedure has been followed.

These objectives will be achieved by means of the following:

- to deal with major enterprise based issues and to ensure effective implementation of the Enterprise Agreement,
- communication of information which is relevant to the SBU relating to:
  a) current business performance
  b) introduction of short and long term technological innovation
  c) new product development, new clients and opportunities
  d) plans which may affect employees
  e) government policy or legislation that affects the industry.
- maintain a monitoring overview and promote commitment to agreed outcomes, and
- provide a forum for discussion on matters of mutual concern.

**MEETINGS**

The SBU shall meet monthly, however extraordinary meetings can be called if there is an identified need.

**RIGHTS AND DUTIES OF REPRESENTATIVES**

All members undertake to carry out their duties in a responsible and honest manner in the spirit of the agreement and endeavour to:

- attend the meeting and be present a few minutes before the time stated on the agenda;
- forward apologies to the secretary if unable to attend the meeting;
- come to the meeting prepared, having read the minutes of the previous meetings;
### ACL Bearing Company – Launceston – Certified Agreement 2005-2008

- study the agenda before hand and be prepared with notes to make contributions briefly, clearly and perhaps with illustrations on matters affecting them or those they represent;
- communicate with employees to establish their views and opinions on agenda items;
- represent the views and opinions of those people they represent and not just their own;
- speak on the basis of the facts presented and not on the basis of preconceived ideas not based on facts;
- encourage and assist employees to submit agenda items;
- providing explanation of items recorded in the minutes; report back to employees on SBU business;
- treat confidentially issues of a commercially sensitive or individual nature; and ensure that information and knowledge gained in the SBU is used for the benefit of the Company and not disclosed to outside parties unless agreed by the Company.

A federal union collective agreement in the metal manufacturing industry.
Source: AIRC agreements database; agreement number AG840618.

### Occupational health and safety committee

**Example 241.**

#### Livingstone Shire Council Enterprise Bargaining Certified Agreement 2005

15.1 **Workplace Health and Safety Committee**

Employees will ensure that they are aware of, and comply with, the provisions of Council’s “Safeplan” at all times. Both the employer and employees will support the Livingstone Shire Workplace Health and Safety Committee by:

- ensuring adequate trained representation on the Committee from within the organisation,
- participating in the reporting and solutions to workplace hazards and unsafe practices,
- ensuring the Committee’s adopted recommendations are implemented, and
- promoting a safe workplace and safe work practices at all times.

A state union collective agreement in local government.
Source: QIRC agreements database; agreement number Q060055A.
**EXAMPLE 242.**

**Roadrunner Engineering Certified Construction Agreement 2006**

<table>
<thead>
<tr>
<th>31.0</th>
<th><strong>Occupational Health And Safety</strong></th>
</tr>
</thead>
<tbody>
<tr>
<td>The parties to this agreement abhor the loss of life, sickness and disability caused at work. The parties agree to the establishment of health and safety committees in each workplace and the recognition of rights and training for health and safety representatives.</td>
<td></td>
</tr>
<tr>
<td>The parties are committed to pursuing the best means of safeguarding and improving the working life and health of employees.</td>
<td></td>
</tr>
<tr>
<td>OH&amp;S representatives will be provided with 10 days paid training for attendance at a union approved Occupational Health and Safety Course.</td>
<td></td>
</tr>
<tr>
<td>The company will comply with their obligations under the OHS Act.</td>
<td></td>
</tr>
</tbody>
</table>

**Safety In The Workplace**

The parties recognise the potentially hazardous nature of the construction industry. To this end, the parties to this Agreement are committed to continuous improvement in occupational health and safety standards through the implementation of an organisational framework which involves all parties in protecting employees' health and safety.

In meeting these objectives, the parties have agreed to consider a broad agenda through the consultative processes established by this Agreement. Such an agenda will include:

- Measures designed to include the safe operation of plant and equipment;
- Training issues including specific hazards, health and safety systems, and site induction;
- Management of occupational health and safety through a comprehensive approach which aims to control hazards at source, reduce the incidence and costs of occupational injuries and illnesses.

(a) Operation of Occupational Health and Safety Act, Regulations and Codes of Practice

The parties to this Agreement shall in addition to ensuring compliance with OH&S legislation as mentioned in Appendix H (including Regulations, and Codes of Practice), implement the best achievable level of health and safety. Particular emphasis will be placed on the establishment of consultative mechanisms which will include

- The election of health and safety representatives who will represent employees in negotiations on health and safety matters
- An occupational health and safety committee.

In the event that changes to occupational health and safety practices are deemed necessary by either party the issue shall be referred to a consultative mechanism.

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A federal union collective agreement in the construction industry.
Source: AIRC agreements database; agreement number AG848152.
EXAMPLE 243.

**Australian Institute of Management Employee Collective Agreement 2006-2008**

11.2 AIM and its employees recognise that company operations require the highest standard of health and safety awareness and procedures. AIM is committed to observing in full its legal and statutory obligations in respect of health and safety. An OHS Committee was formed in 1995 to monitor and review health and safety issues for Management House. The Committee meets on a quarterly basis and comprises of the AIM OHS representative, AIM personnel and a representative from the outsourced catering services provider.

The members are to be determined by the OH&S Committee but shall include at least three (3) elected representatives.

All employees will be expected to participate in the following activities:

- Maintenance of a clean and safe work environment and to take reasonable care for his/her own health and safety and work colleagues and clients;
- Safety training initiatives on or off site;
- Fire safety and evacuation procedures;
- Compliance with first aid procedures;
- Safety audits; and
- The completion of appropriate reports and notifications.

A federal employee collective agreement in the education and training industry, covering 20-99 employees.
Source: Workplace Authority agreements database; agreement number 061072474.

EXAMPLE 244.

**Safeway Supermarkets (Victoria) Enterprise Agreement 2006**

19. **Introduction Of Change**

a. Employer's Duty To Notify

   i. Where an employer has made a definite decision to introduce major changes in production, program, organisation, structure or technology that are likely to have significant effects on employees, the employer shall notify the employees who may be affected by the proposed changes and the union.

   ii. "Significant effects" include termination of employment, major changes in the composition, operation or size of the employer's workforce or in the skills required; the elimination or diminution of job opportunities, promotion opportunities or job tenure, the alteration of hours of work; the need for retraining or transfer of employees to other work or locations and the restructuring of jobs. Provided that where the agreement makes provision for alteration of any of the matters referred to herein an alteration shall be deemed not to have significant effect.

b. Employer's Duty To Discuss Change
Safeway Supermarkets (Victoria) Enterprise Agreement 2006

i. The employer shall discuss with the employees affected and the union, inter alia, the introduction of the changes referred to in subclause 19. a. Employer's Duty To Notify, above, the effects of the changes are likely to have on employees, measures to avert or mitigate the adverse effects of such changes on employees and shall give prompt consideration to matters raised by the employees and/or the union in relation to the changes.

ii. The discussions shall commence as early as practicable after a definite decision has been made by the employer to make the changes referred to in paragraph 19. a. i. above.

iii. For the Purpose of such discussion, the employer shall provide in writing to the employees concerned and the union, all relevant information about the changes including the nature of the changes proposed, the expected effects of the changes on employees and any other matters likely to effect employees provided that any employer shall not be required to disclose confidential information the disclosure of which would be detrimental to the employer's interests. Provided that no information about individual employees is to be provided to the Union or any representative of the Union unless consented to by the employee or required or authorised by law.

A federal collective agreement in the retail industry, covering over 500 employees.
Source: Workplace Authority agreements database; agreement number 061243073.

EXAMPLE 245.

Atex Steel Collective Bargaining Agreement 2006

10.1 Introduction of Change

(a) Company's duty to notify

(i) Where the company has made a definite decision to introduce major changes in production, program, organisation, structure or technology that are likely to have significant affects on employees, the company shall notify the employees who may be affected by the proposed changes and their employee representatives.

(ii) "Significant effects" include termination of employment, major changes in the composition, operation or size of the company's workforce or in the skills required, the elimination or diminution of job opportunities, promotion opportunities or job tenure; the alteration of hours of work; the need for retraining or transfer of employees to other work or locations and the restructuring of jobs. Provided that where the award, as it stood at December 1996, makes provisions for alterations of any of the matters referred to herein, an alteration shall be deemed not to have significant effect.

(iii) It is agreed that in the event that a Transmission of Business is to occur, as defined in the Workplace Relations Act and Award, and to protect employees accrued annual leave and sick leave entitlements, the Company and employee representatives will meet to ensure that suitable arrangements are agreed to protect these entitlements.

(b) Company's duty to discuss change

(i) The company shall discuss with the employees affected and their representatives inter alia,
Atex Steel Collective Bargaining Agreement 2006

the introduction of the changes referred to in paragraph (a) (i) hereof, the affects the changes are likely to have on employees, measures to avert or mitigate the adverse affects of such changes on employees and shall give prompt consideration to matters raised by the employees and/or their representaives in relation to the changes.

(ii) The discussions with employees affected and their representatives shall commence as early as practicable after the activities referred to in paragraph (a) (i) hereof.

(iii) For the purposes of such discussion, the company shall provide in writing to the employees concerned and their representatives, all relevant information about the changes including the nature of the changes proposed; expected affects of the changes on employees and any other matters likely to affect employees provided that the company shall not be required to disclose confidential information the disclosure of which would be inimical to the company's interests.

(iv) The company shall provide information in languages other than English for employees of non-English speaking background.

(c) Company's duty to be reasonable

(i) The company shall take reasonable steps to mitigate the adverse effects of change upon employees.

(d) Employee representatives right to consult with employees

(i) Employees shall be allowed time during the life of this agreement to consult with their employee representatives over the contents of the next enterprise bargaining agreement at a time agreed between the parties.

A federal collective agreement in the metal manufacturing industry.
Source: AIRC agreements database; agreement number AG848843.

EXAMPLE 246.

University of Technology Sydney, Students’ Association (PACCT) Enterprise Agreement 2007 – 2010

2.4 Managing Change In The Workplace

2.4.1 The parties to this agreement acknowledge that sound management of workplace change requires the involvement of the people who shall be directly affected by the change.

2.4.2 All affected employees shall be consulted in accordance with this clause in relation to any proposed organisational change.

2.4.3 All affected employees and the union consulted under this clause must be given sufficient information in relation to the proposed organisational change to allow effective consultation about the likely impact on the employees.

2.4.4 In accordance with this clause, proposed organisational change is the subject of negotiation with the union.

2.4.5 Any proposed organisational change will not be effectively implemented until such time as the negotiations have been finalised with the union, in accordance with this clause.

2.4.6 The organisational change referred to in this clause includes:
### University of Technology Sydney, Students’ Association (PACCT) Enterprise Agreement 2007 – 2010

1. Changing work practices;
2. Introducing significant technological change; and
3. Relocating employees to another area of the Students’ Association.

### 2.4.7 Employees are affected by organisational change where the proposed change is likely to have a significant impact on the employee's work practices, working conditions or employment proposals.

### 2.4.8 The Students' Association shall initially discuss the aims/reasons/goals and any proposed means for examining workplace change with affected staff and the union. These discussions shall be wide ranging and shall include employees likely to be directly affected.

### 2.4.9 Negotiation under this clause on any proposed organisational change will take place through a joint union/Students’ Association Consultative Committee.

### 2.4.10 Such shall have even numbers of employer and union members, and union members may invite a union representative to sit on the Committee.

### 2.4.11 Where either party considers that proposal for organisational change would, if adopted:

- Increase the proportion of work undertaken by employees;
- Involve the contracting out of work usually performed by employees;
- Increase average annual workloads; or
- Reduce the proportion of employees who are women, or from non-English speaking backgrounds, or from Aboriginal or Torres Strait Islander backgrounds;

the appropriate joint union/Students’ Association Consultative Committee must agree that such change is in the interests of the Students’ Association and its employees, and is not in breach of any applicable law, before that proposed organisational change is implemented.

### 2.4.12 Where agreement under this clause cannot be reached, either party may refer the matter to the disputes handling procedures under clause 2.5.

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**Example 247.**

### University of New England Workplace Agreement 2006 – 2008

8.6 Where the University is considering developing or amending employment related policies (other than administrative changes), where practicable it will give advance notice to the relevant Staff Consultative Committee (SCC) and an opportunity for the relevant SCC to review the draft document and seek a timely meeting to discuss the policy if there are significant concerns prior to consultation with the broader University community.

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A union collective agreement in the education and training industry.
Source: NSW IRC agreements database; enterprise agreement number EA07/4.

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A federal union collective agreement in the education and training industry, covering over 500 employees.
Source: Workplace Authority agreements database; agreement number 06617461.
Recognition of employee representation

**EXAMPLE 248.**

**The Angel Café Collective Agreement 2006**

10(b) A key factor to realising the objectives of this Agreement will be open and effective communication within the workplace. Consistent with this philosophy, the following consultative processes will be established to enhance communication on workplace issues:

(i) When the need arises the employer or employee may call for a general meeting to be held for the purpose of consultation and communication

(ii) The employees may elect an employee representative or representatives as their communicator/s for the following purposes;

• Communication of change
• Discussion on quality, service and continuous improvement
• Consultation on work related issues
• Employee input
• Training and development
• Discussion on any other topic;

(iii) The employees shall make themselves available for general meetings;

(iv) Employees will be paid ordinary rates of pay for time to attend staff meetings;

(v) Employees who are more than 10 minutes late without a reasonable excuse, will not be paid for attendance at the meeting.

A federal employee collective agreement in the accommodation and food services industry, covering 20-99 employees.
Source: Workplace Authority agreements database; agreement number 06114526.

**EXAMPLE 249.**

**ACL Bearing Company – Launceston – Certified Agreement 2005-2008**

7. **Union Representatives**

Union representatives will have adequate time and access to persons they represent, prior to the meeting [of the single bargaining unit] to determine agenda items and following meetings for report back, when necessary, on issues discussed. This needs to occur in consultation with their Team Leader/supervisor and considering business needs.

A federal union collective agreement in the metal manufacturing industry.
Source: AIRC agreements database; agreement number AG840618.
**Example 250.**

Valvoline Australia Pty Ltd 2006 – 2009 Clerical Collective Enterprise Agreement

An employee is entitled to nominate any employee of their choice to support them, or present information on their behalf to the company. The employee’s representative shall be allowed the necessary time off during working hours to discuss issues with the employer affecting the employee.

An employee collective agreement in the wholesale trade industry.
Source: Workplace Authority agreements database; agreement number 06135120.

**Example 251.**

Amber Consulting and The CFMEUW Building And Construction Industry Collective Agreement 2005-2008

8. **Employee Representatives**

8.1 **Representation**

The parties recognise that an employee may seek assistance and involvement of an Employee Representative in the resolution of disputes or grievances on the site or at the workplace. Further the parties recognise the important role an Employee’s Representative plays in raising an employee’s employment related grievance or a grievance, query or concern arising under the terms of the Agreement at the earliest possible time as contemplated by Clause 10 Disputes Resolution Procedure of this Agreement.

8.2 An Employee Representative shall, upon notification to the Employer, be recognised as the accredited representative of an employee and, if an employee seeks representation by the representative, that representative will be allowed all necessary time during working hours to submit to the Employer matters affecting the employee he/she represents. At all other times the Employee Representative will perform productive work within his/her range of qualifications and competence. Further, the Employee Representative shall be allowed reasonable time during working hours to attend to job matters affecting the employee/s he/she represents.

8.3 Prior to dismissal or transfer of an Employee Representative two days written notice shall be given to the Employee Representative. Payment in lieu of notice shall not be given. In the event of a dispute about the decision of the Employer to transfer or dismiss an Employee Representative, he/she shall remain on the job during which time the matter will be dealt with in accordance with the Dispute Settlement Procedure in this Agreement. Provided further that nothing in this clause shall prevent the Employer from dismissing a person for refusal of duty, or otherwise as provided by the Award.

8.4 **Employee Representative Facilities**

It is agreed the Employer shall provide a separate facility for the use of the employee representative to perform their duties and functions as the Employee Representative. The provision of the following facilities is to ensure that the Employee Representative is able to effectively perform his/her functions in a professional and timely manner. The facilities shall include:
Amber Consulting and The CFMEUW Building And Construction Industry Collective Agreement 2005-2008

a) a fixed telephone;
b) a table and chairs;
c) a filing cabinet;
d) air-conditioning/heating;
e) access to stationery and other administrative facilities, including use of facsimile, use of e-mail, (if available on site), following consultation between Employee Representative and Site Management; and
f) a private lockable area.

A state union collective agreement in the construction industry. Source: WAIRC agreements database; agreement number AG 67 of 2006.

Team work and co-operation

Example 252.
Queensland Industrial Relations Commission template agreement

1.3. Objectives Attainment Method

1.3.3(g) The development and maintenance of working relationships between employees and management to promote mutual trust, teamwork, open communication of relevant information and ideas and cooperation generally.

Example 253.
Westralia Airports Corporation Enterprise Agreement 2006

6 D. Human Resources Objectives

WAC and its employees recognise the basis for the continual achievement of the corporate outcomes and the agreement initiative relies upon the achievement of the following human resources objectives. To continue to develop a:

• flexible, efficient and innovative working environment that encourages and rewards employee involvement in building shareholder value;
• cooperative workplace culture by implementing initiatives designed to foster and improve relationships between WAC and its employees;
• Customer focus and performance driven working environment that promotes the development of employees through empowerment, effective and fair performance management, training and rewards linked to performance;
• Workplace environment that promotes innovative management approaches to meet the
Westralia Airports Corporation Enterprise Agreement 2006

challenges of the future

A federal union collective agreement in the transport industry, covering 100-499 employees.
Source: Workplace Authority agreements database; agreement number 071906177.

Example 254.

Ford Australia Enterprise Agreement 2006 (Skilled Trades)

9.6.1 **NWGs (Natural Work Groups) [extracts]**

9.6.1(a) The Australian application of the work group concept has been a project of the Company and unions since 1991.

Natural Work Groups are a fundamental element of the Ford Production System. The parties believe that the work group process will lead to:

- Improvements in the quality of work life;
- Improvements in productivity, efficiency and quality;
- Enhancement of job satisfaction;
- Greater input into decision making within the work area.

9.6.2 **The Team Concept**

- The key to this concept is that team members work together, rather than working as individuals. Under the concept employees are organised into appropriately sized work teams which reflect Natural Work Groups rather than artificially imposed numerical limits.

- Work will become broadly based rather than narrowly defined. The team will develop and share common objectives and will share responsibility for the achievement of these objectives. More decision making will be decentralised to the shop floor.

- It is expected that work will become more enriched and that employees' work satisfaction will increase. Team members will be more versatile and capable of managing change. As a result efficiency and quality will be improved and there will be greater growth and career opportunities for team members.

- Training will play a key role in the development of a more highly skilled workforce. Team members will require training (communication, group dynamics, problem solving) to develop skills on how to use 'team skills'. Training will also be required to develop work skills.

- The team members will share responsibility for the quality of the work performed by the team and ensure the team produces quality outcomes that fully satisfy customer's expectations.

- Teams will seek to continuously improve productivity through the minimisation of waste of materials, of effort, of manpower, of energy.

- Teams will have the opportunity to meet on a regular basis (at least once per week) to discuss work matters. Those meetings will plan, problem solve and co-ordinate.

- For the team concept to be effective the team must have the assistance and co-operation of plant/operation management and plant/operation support staff e.g. manufacturing engineering,
Ford Australia Enterprise Agreement 2006 (Skilled Trades)

material, quality, plant engineering.

9.6.3 **The Role and Responsibility of the Natural Work Group**

Team members, to the level of their training and competence will have a collective role in regard to the following matters within their area of responsibility:

- Achieving specified quality standards.
- Sharing work within the team on the most equitable and efficient basis.
- Reaching production goals.
- Demonstrating knowledge of materials, parts and tools.
- Maintaining house keeping standards.
- Performing routine maintenance as required.
- Conforming to specified health and safety standards.
- Minimising waste.
- Communicating problems to the appropriate personnel.
- Ensuring consistent outcomes no matter who performs the task.
- Work area improvement and layout.
- Material control.
- Ideally each team member will be trained to perform all the tasks within the team.
- Provide guidance and training assistance to other team members as required.
- Continuous productivity improvements.
- Related duties as required.

A federal union collective agreement in the metal manufacturing industry, covering more than 500 employees.
Source: Workplace Authority agreements database; agreement number 061028508.
FOSTER’S AUSTRALIA NORTH FREMANTLE AGREEMENT 2006

7. Team Development

We are committed to progressing the development of a team based work organisation. Our shared goal across all teams is to keep a business focus and plan for the future.

Foster’s Australia North Fremantle aims to function as one overall team with a common objective of ‘increasing local production’ through improved safety, quality, productivity and service, enhanced skills and job satisfaction and assisting positively and proactively in ensuring the Company becomes a more efficient enterprise.

The teams and their responsibilities can be broadly categorised as:

a) Production Teams – making beverages
b) Business Improvement Teams - improving how we make beverages
c) Project Teams - researching and implementing major improvements to equipment, work organisations and systems.

There is no limit to the number of teams in which people can participate.

Business Improvement Teams will be formed as required with the aim of achieving the companies objectives, they will address issues such as:

- Occupational Health & Safety
- Quality
- Wastage
- Energy
- Reliability Assurance
- Skills Formation.

Resources will be provided to assist employees in developing the skills and knowledge necessary to allow everyone to participate effectively within Business Improvement Teams. The Company will regularly share information with all employees to assist in making sound business decisions that will help us meet or exceed our performance targets and help us secure our future.

Our Teams will work through the following process to achieve their goals:

- Team formation: Teams will be formed from volunteers within Production ensuring that they are comprised of people with the right mix of skills and knowledge for the team to reach its goal.
- Objective setting: The first task of any team will be to agree their goal or goals and the standard by which they will measure their success. The objectives for any team need to be SMART, i.e. they need to be:
Intellectual freedom

**Example 256.**

**National Tertiary Education Industry Union National Union Collective Agreement 2006-**

44. **Professional Rights of Staff**

44.1 The NTEU recognises that the guarantee of professional rights of staff is essential to the proper functioning of a Union culture and these rights will be recognised and protected.

44.2 These rights include the right to:

(a) Participate in professional and representative bodies, including trade unions.

(b) Participate in public debates and express opinions and ideas related to their expertise, provided that a staff member shall not represent the Union in public fora without authority
## National Tertiary Education Industry Union National Union Collective Agreement 2006-

44.3 A staff member will not represent their individual opinions as being those of the NTEU.

A federal union collective agreement in the education and training industry, covering 100-499 employees.

Source: Workplace Authority agreements database; agreement number 061157507.

## EXAMPLE 257.

### University of Technology, Sydney, Academic Staff Agreement 2006

**Clause 43.1** The University is committed to act in a manner consistent with the protection and promotion of intellectual freedom within the University.

**Clause 43.2** Staff members have the right to:

- a) pursue critical and open inquiry
- b) research and publish
- c) participate in public debates and express opinions, including unpopular or controversial opinions about issues and ideas
- d) participate in an appropriate form in decision-making processes and structures germane to their field of expertise and onus of responsibility within the University
- e) teach, assess and develop curricula within agreed collegial Faculty processes; and
- f) participate in professional and representative bodies, including unions and engage in community service

without fear of harassment, intimidation or unfair treatment.

A federal union collective agreement in the education and training industry, covering more than 500 employees.

Source: Workplace Authority agreements database; agreement number 06552214.
Dispute resolution

The AIRC Model

AIRC Model Dispute Resolution Procedure

1. In the event of a dispute in relation to a matter arising under this agreement, in the first instance the parties will attempt to resolve the matter at the workplace by discussions between the employee or employees concerned and the relevant supervisor and, if such discussions do not resolve the dispute, by discussions between the employee or employees concerned and more senior levels of management as appropriate.

2. A party to the dispute may appoint another person, organisation or association to accompany or represent them in relation to the dispute.

3. If a dispute in relation to a matter arising under the agreement is unable to be resolved at the workplace, and all agreed steps for resolving it have been taken, the dispute may be referred to the Australian Industrial Relations Commission (the Commission) for resolution by mediation and/or conciliation.

-OR-

3. If a dispute in relation to a matter arising under the agreement is unable to be resolved at the workplace, and all agreed steps for resolving it have been taken, the dispute may be referred to the Australian Industrial Relations Commission (the Commission) for resolution by mediation and/or conciliation and, where the matter in dispute remains unresolved, arbitration. If arbitration is necessary the Commission may exercise the procedural powers in relation to hearings, witnesses, evidence and submissions which are necessary to make the arbitration effective.

4. It is a term of this agreement that while the dispute resolution procedure is being conducted work shall continue normally unless an employee has a reasonable concern about an imminent risk to his or her health or safety.

Optional clauses concerning member selection

5. Any dispute referred to the Commission under this clause should be dealt with by (e.g.) Senior Deputy President X, Deputy President Y or Commissioner Z or, should that member not be available within a reasonable time, a member nominated by the President. -OR-

5. Any dispute referred to the Commission under this clause should be dealt with by a member agreed by the parties at the time or, in default of agreement, a member nominated by either the head of the relevant panel or the President.

Optional clause concerning appeals from arbitrations:

6. The decision of the Commission will bind the parties, subject to either party exercising a right of appeal against the decision to a Full Bench.
### Example 258.

**Melbourne Theatre Company Performers’ Collective Agreement 2007-2009**

15. **Dispute Resolution**

15.1 In the event of a dispute in relation to a matter arising under this Agreement, in the first instance the parties will attempt to resolve the matter at the workplace by discussions between the Performer or Performers concerned and the relevant supervisor and, if such discussions do not resolve the dispute, by discussions between the Performer or Performers concerned and more senior levels of management as appropriate.

15.2 A party to the dispute may appoint another person, organisation or association to accompany or represent them in relation to the dispute.

15.3 If a dispute in relation to a matter arising under the agreement is unable to be resolved at the workplace, and all agreed steps for resolving it have been taken, the dispute may be referred to the Australian Industrial Relations Commission (the Commission) for resolution by mediation and/or conciliation and, where the matter in dispute remains unresolved, arbitration. If arbitration is necessary the Commission may exercise the procedural powers in relation to hearings, witnesses, evidence and submissions which are necessary to make the arbitration effective.

15.4 It is a term of this Agreement that while the dispute resolution procedure is being conducted work shall continue normally unless a Performer has a reasonable concern about an imminent risk to his or her health or safety.

15.5 Any dispute referred to the Commission under this clause should be dealt with by a member agreed by the parties at the time or, in default of agreement, a member nominated by either the head of the relevant panel or the President.

15.6 The decision of the Commission will bind the Employer and Employee/s, subject to either party exercising a right of appeal against the decision to a Full Bench.

A union collective agreement in the arts and entertainment industry, covering 20-99 employees.

Source: Workplace Authority agreements database; agreement number 084256356.

### Example 259.

**Canberra Institute of Technology Union Collective Agreement for Teaching Staff 2006 to 2009**

10.6 **Resolution Process:** In the event there is disagreement about the interpretation or implementation of this Agreement, the following steps will be applied.

   **Step 1:** A disagreement about the interpretation or implementation of this Agreement is identified by an employee or employees and notified to the manager.

   **Step 2:** This step will commence within seven working days of notification of the dispute or a longer timeframe agreed to by the parties if operational circumstances preclude commencement of this step. Where appropriate, the relevant employee(s) or their representative will discuss the matter with management. Should the dispute not be resolved, it will proceed to the next appropriate management level for resolution. Should
the dispute not be resolved, it will proceed to the next appropriate management level for resolution.

In instances where the dispute remains unresolved, the appropriate level of management and employee(s) or their representatives will be notified and a conference will be arranged and a course of action for resolution will be discussed. This discussion should include a terms of reference and timeframes within which the dispute is resolved or progressed to the next step.

Step 3: If the parties have not been able to resolve the dispute, the dispute may be referred by either party, or their representative, to the AIRC pursuant to s.709 of the Workplace Relations Act for conciliation and, if conciliation fails, arbitration. In dealing with the dispute application, the AIRC should initially consider whether the parties have genuinely completed Step 2 of this process.

10.7 Role and Powers of the Australian Industrial Relations Commission

For any dispute that is referred to the AIRC consistent with Step 3 of clause 10.6, the AIRC has the role and powers set out in clause 10.7.

For the purposes of s.711 of the Workplace Relations Act the parties agree that the AIRC may give all such directions and do all such things as are necessary for the just resolution or determination of the dispute, subject to s.711(2). This may include but is not limited to:

(i) Taking verbal or written evidence on oath or affirmation, in chief and by cross examination;

(ii) Conducting a hearing;

(iii) Holding a ballot of affected employees where in the opinion of the AIRC such ballot may assist in the resolution of the dispute;

(iv) Meeting with any party separately during a conciliation but with the knowledge of the other party;

(v) Summoning to appear before the AIRC any party to the dispute, witnesses or persons whose presence the AIRC believes would help in the resolution or determination of the dispute;

(vi) Requesting the attendance before the Commission of any witness or person whose presence the Commission believes would assist in the resolution of the dispute;

(vii) Receiving documents and other material related to the dispute and compelling the production of documents and other material that relate to the dispute in hard or electronic form;

(viii) Determining the dispute in the absence of any party or person who has been notified of the dispute or who has been summoned to appear;

(ix) Convening a compulsory conference;

(x) Giving directions in the course of or for the purpose of procedural matters relating to the dispute.
Canberra Institute of Technology Union Collective Agreement for Teaching Staff  
2006 to 2009

(xi) Making recommendations to the parties for the resolution of the dispute.

(xii) Deciding when conciliation is ended and arbitration is to begin.

10.8 Without limiting sub-clause 10.7, in carrying out conciliation or arbitration the AIRC will:

(i) act according to equity, good conscience and the merits of the case without regard to technicalities and legal form.

(ii) apply the rules of natural justice, and shall ensure the parties have a reasonable opportunity to be heard.

(iii) have regard to its established principles and precedent decisions for dealing with disputes, including any precedent decisions in relation to the interpretation and application of this Agreement.

10.9 A person may be assisted and represented at any stage in the dispute process on the same basis as applies to representation before the AIRC under s.100 of the Workplace Relations Act.

10.10 To assist in the decision making process, the proceedings before the AIRC may be recorded and transcribed by the AIRC.

10.11 The AIRC, if it wishes, may make a recommendation to the parties.

10.12 The decision of the AIRC will bind the parties, subject to either party exercising a right of appeal against the decision to a Full Bench.

10.13 All persons involved in the conciliation and/or arbitration shall participate in good faith.

10.14 The outcome of any arbitration by the AIRC shall be in writing and accompanied by written reasons unless it is agreed between the parties that reasons are not required.

10.15 Each party shall bear their own costs.

10.16 The parties agree that any decision which alters the rights or responsibilities of the parties to the Agreement is enforceable in a Court of competent jurisdiction.

10.17 Notwithstanding the above, the parties may agree to submit the dispute to a body or person other than the AIRC. To avoid doubt, an attempt to reach such an agreement is not a condition precedent to referring the dispute to the AIRC. Where the parties agree to submit the dispute to another body or person, the parties agree that:

(i) all of the above provisions apply;

(ii) references to the AIRC in the above provisions will be read as a reference to the agreed body or person; and

(iii) all obligations and requirements on the parties and other relevant persons in the above provisions shall be complied with.
Nominating a particular AIRC member

**EXAMPLE 260.**

**Town of Clarement (Internal Employees) Collective Workplace Agreement 2007**

27.7 Any dispute referred to the Commission under this clause should be dealt with by Deputy President McCarthy, Commissioner Thatcher or Commissioner Williams, should that member not be available within a reasonable time, a member nominated by the President.

A federal employee collective agreement in public administration, covering 20-99 employees.
Source: Workplace Authority agreements database; agreement number 84223778.

Provisions involving private mediation

**EXAMPLE 261.**

**DEWR Certified Agreement 2005-2008**

221. **Resolving workplace disputes**

(d) Where the matter remains unresolved after being dealt with under subclauses (a)-(c) and 14 days have elapsed since the employee(s) raised the matter under this clause, the Secretary will appoint an independent person or body to attempt to resolve the dispute by mediation. The costs of engaging the independent mediator will be met by the department;

(e) Where the dispute is not resolved by mediation, either party to the dispute may, after giving notification to the other, refer the matter to the AIRC for determination;

(f) The AIRC shall have regard to whether the parties to the dispute have complied with the procedures set out in clauses 218 to 222 and must not attempt to determine a dispute unless it is satisfied that there is no reasonable prospect for settling the dispute by mediation under subclause (d), and, unless the parties to the dispute agree otherwise, 21 days have elapsed since mediation commenced under clause (d); and

(g) Subject to (f), the AIRC is empowered to determine the matter to the extent that it relates to the application, implementation or interpretation of this Agreement.

A federal union collective agreement in the public service.
Source: AIRC agreements database; agreement number AG844415.

**EXAMPLE 262.**

**Advocare Enterprise Agreement 2007**

**Schedule 1 Dispute Resolution Procedures**

This schedule sets out the provisions for dealing with any question or dispute that arises between the parties about the meaning or effect of this agreement or any other matter in dispute that is to be dealt with in accordance with the provisions of this agreement.
Best Practice in Workplace Agreements

Dispute Resolution

**Advocare Enterprise Agreement 2007**

In relation to any matter that may be in dispute between the parties to this agreement, the parties agree to attempt to resolve the matter through workplace discussions. If a dispute is not settled in this way then either party may refer the matter for mediation or arbitration.

Any dispute that may arise needs to be dealt with efficiently and fairly and the process is to be undertaken as soon as reasonably possible.

Advocare acknowledges that the ASU has the right to initiate a dispute on behalf of employees in accordance with provisions of the Advocare Workplace Agreement 2007.

Advocare acknowledges that the ASU has the right to represent employees throughout the dispute settlement process outlined in the Advocare Workplace Agreement 2007.

The parties acknowledge the right of either party to appoint, in writing, another person to act on their behalf at any stage of the dispute resolution process.

**Step 1 - Informal Discussions**

Employee raises concern or complaint with the person concerned at the earliest opportunity. The parties involved will discuss the issue to try to resolve the dispute.

**Step 2 - Further Discussions and Investigation**

If the matter is not resolved at Step 1, either party may refer the matter in writing to the Chief Executive Officer (for staff issues) or the Chairperson of the Board (for a matter relating to the Chief Executive Officer or a Board member). At this stage the Chief Executive Officer/Chairperson may require a written statement from both parties and may decide to investigate the matter before recommending a course of action to the parties involved. The Chief Executive Officer/Chairperson must provide a written response to seek to resolve the matter, within 10 (ten) working days of being notified of a dispute.

**Step 3 - Mediation**

If Step 2 does not resolve the matter, the Board of Management may appoint a mediator. The mediator may be a member of the Board or an independent person outside the organisation. The parties will:

- Agree to the appointment of the mediator;
- Participate in the mediation process in good faith;
- Cooperate to ensure that the dispute is resolved as quickly as is reasonably possible;
- Continue to work in accordance with the contract of employment;
- Agree not to refer the matter to arbitration while the mediation process is in progress.

**Step 4 - Arbitration**

If Step 3 does not resolve the matter, the matter will be referred to the Western Australian Industrial Relations Commission for conciliation and if the matter remains unresolved, arbitration.
Advocare Enterprise Agreement 2007

The Arbitrator is empowered under this Agreement to take all necessary action to assist the parties resolve the dispute by mediation, conciliation or arbitration.

A State union collective agreement in the aged care industry, covering less than 20 employees.
Source: WAIRC agreements database; agreement number AG 60 of 2007.
Health and well-being

Employee Assistance Programs

**EXAMPLE 263.**

**Workplace Authority Agreement Builder**

**Commitment to employee wellbeing**

The employer is committed to promoting a stable, flexible, committed and secure workforce. The employer will provide the following types of assistance to an employee in order to maintain good general health:

- employee support and counselling assistance; and
- medical screening and lifestyle benefits.

**Employee Assistance Program**

The employer will provide the employee with access to a confidential and professional counselling service to support the employee through times of personal or professional difficulty. The counselling service will be nominated by either the employer or employee, although in the latter case the service must be approved by the employer. The counselling service will be paid for by the employer and consist of a maximum of five sessions, unless extended with the approval of the employer.

**EXAMPLE 264.**

**Australian Institute of Management Employee Collective Agreement 2006-2008**

12. The AIM Employee assistance programme provides confidential, professional short term counselling (both face to face and telephone) by qualified psychologists or social workers to Employees and their immediate family for personal or work related issues. This includes the provision of introductory legal advice and financial crisis advice.

The emphasis is on helping employees and their immediate families help themselves.

The service is available either during or outside normal working hours with the cost of consultations being borne by AIM.

Where appropriate, referral to a third party practitioner or service facility, and/or case management when specialist or longer term assistance or treatment is indicated will be actioned by the EAP provider. The cost of such action being borne by the staff member.

A federal employee collective agreement in the education and training industry, covering 20-99 employees.
Source: Workplace Authority agreements database; agreement number 061072474.
EXAMPLE 265.

Livingstone Shire Council Enterprise Bargaining Certified Agreement 2005

15.4 In the interests of maintaining the wellbeing of employees and their families, the employer will provide access to and pay for, counselling and pastoral services for all employees. This service can be accessed directly by employees upon request or through referral by the employer.

A state union collective agreement in local government.
Source: QIRC agreements database; agreement number Q060055.

EXAMPLE 266.

Perth College (Enterprise Bargaining) Agreement 2006

11(8) The College undertakes to provide a counselling service for staff members, the cost of which shall be borne by the College. This will allow staff members to seek advice and counselling confidentially and independently from the College. This service will be provided on a sessional basis and each employee will be entitled to a maximum of 6 sessions each per annum, which they may use for themselves or a member of their immediate family.

A State collective agreement in the education and training industry.
Source: WAIRC agreements database; agreement number 63 of 2007.

Health programs

EXAMPLE 267.

Workplace Authority Agreement Builder

Healthy lifestyle payment

The employer recognises that the health and well-being of an employee is important to both the employee and the employer. To encourage and promote healthy lifestyles, the employer will reimburse the employee for expenditure on healthy lifestyle activities up to a maximum of $200 each financial year. The activities that will be accepted as healthy lifestyle activities under this clause are:

- sports membership or fitness programs;
- purchase of sports equipment or apparel;
- participation in quit smoking programs;
- health checks;
- stress management programs;
- health related services such as massage; and
- other activities accepted by the employer as contributing to an employee’s health or well-
The healthy lifestyle payment must be spent within the financial year, that is, it is non-cumulative.

**Skin cancer screening**

As part of the employer’s commitment to the health and well-being of the workforce, all employees will be reimbursed for costs associated with undertaking annual skin cancer screenings by a registered practitioner, on production of a receipt. Screenings will occur in the employee’s own time.

**Medical checks**

To promote good general health, a free annual medical check by a medical service provider approved by the employer will be provided to all employees on a voluntary basis during working hours.

This check will consist of a blood pressure, cholesterol, hearing and eye sight test, as well as a skin cancer screening.

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**EXAMPLE 268.**

**Livingstone Shire Council Enterprise Bargaining Certified Agreement 2005**

**15.2 Healthy Body (Fitness for Work) Program**

In recognition of increasing demands on employees' workloads, the changing workplace and the fine division between work and home, Council is encouraging employees to maintain their health and wellbeing through a voluntary Healthy Body (Fitness for Work) Program. This program is focussed on maintaining employees’ “fitness for work” through education, medical check-ups and through financial incentives.

This program shall consist of:

- annual healthy lifestyle education sessions;
- mid-agreement Council sponsored and paid for medical check-up;
- annual reimbursement for expenses incurred in the pursuit of maintaining “fitness for work/healthy lifestyle” of up to $100, where directly relevant. (These are to be claimed upon presentation of receipts with the prescribed claim form.)

Council will provide the employee with a medical form and a brief description of the physical attributes of their position to present to the Council preferred doctor or a doctor of their choice. The doctor, or employee, will only be requested to inform Council of any health problem/deficiency, where that problem/deficiency may have a safety impact of the employee performing their normal duties. In these circumstances, the employee and Council will jointly decide on a course of action to address the situation.

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A state union collective agreement in local government.
Vaccinations

**EXAMPLE 269.**

**Workplace Authority Agreement Builder**

**Vaccinations**

As part of the employer’s commitment to the health and well-being of the workforce, all employees will be reimbursed for costs associated with purchasing vaccinations for hepatitis A and B, and influenza on completion of the course of vaccinations, and on production of a receipt. Vaccinations will occur in the employee’s own time.

**EXAMPLE 270.**

**LUTHERAN SCHOOLS WA (ENTERPRISE BARGAINING) AGREEMENT 2005**

20. **Hepatitis “B” Immunisation**

Hepatitis “B” immunisation is to be made available to all staff members on application to the principal of the school. The fees associated with the treatment are to be borne by the employer.

21. **Tetanus Immunisation**

Tetanus immunisations will be made available to all staff members on application to the principal of the school. The fees associated with the treatment are to be borne by the employer.

22. **Influenza Immunisation**

Influenza immunisations are to be made available to all staff members on application to the principal of the school on an annual basis. The fees associated with the treatment are to be borne by the employer.

A State collective agreement in the education and training industry.
Source: WAIRC agreements database; agreement number 261 of 2005.
**EXAMPLE 271.**

**Autoliv Australia Pty Ltd Enterprise Agreement 2006**

14. **Flu Vaccinations**

The Company through an appointed Clinic will provide a flu vaccination at the request of the employee. Vaccinations will be finalised by May of each year.

A union collective agreement in the metal industry.
Source: AIRC agreements database; agreement number AG848815.

**EXAMPLE 272.**

**Siemens VDO Automotive Pty Ltd Certified Agreement 2006-2008**

51. **Flu Vaccination**

The Company will make available to employees on a voluntary basis, free flu vaccinations on a yearly basis.

A union collective agreement in the metal industry.
Source: AIRC agreements database; agreement number AG845270.

**Prescription spectacles**

**EXAMPLE 273.**

**Transfield Services, Mobil Refinery Altona (Building & Construction) Agreement 2006-2008**

41. **Prescription Spectacles**

Weekly employees who customarily wear prescription spectacles to carry out their required duties may, on application to the employer have the cost of replacement glasses met by the Company. Costs will be reimbursed for a double prescription as determined by a qualified practitioner with hardened lenses mounted in a standard frame complete with side shields. Reimbursement is also conditional on the spectacles being sourced from the provider nominated by the Company. Any cost associated with a requirement that exceeds the above criteria will be met by the individual employee.

A union collective agreement in the building, metal and civil construction industries industry.
Source: AIRC agreements database; agreement number AG848147.
### Stress and workload management

**EXAMPLE 274.**

| Yarra Plenty Regional Library Service Enterprise Agreement 2006-2009 |
|---|---|
| **13.6 Stress in the Workplace** | The parties undertake to reduce stress in the workplace and to this end, the parties will implement the following during the life of this Agreement: |
| | ▪ Improving procedures and organisational matters as they impact on and influence stress compensation claims as per the Rehabilitation Code of Practice. |
| | ▪ Improving the identification, prevention and management of workplace stress. |
| | ▪ Enhanced participative practices for the prevention and management of workplace conflict as per the Disputes Resolution Code of Practice. |
| | ▪ The effective rehabilitation of employees suffering from stress related illness (whether compensable or not). |
| | ▪ Identifying and addressing any needs for employee and management training to improve the handling of stress as a workplace issue. |
| | ▪ Adopting the principles of the Worksafe Guidance Notes for Bullying and Harassment in the Workplace. |

A federal union collective agreement in the arts and entertainment industry, covering 100-499 employees.

Source: Workplace Authority agreements database; agreement number 06957905.
### Government Officers (Insurance Commission Of Western Australia) General Agreement 2006

**21. Workload Management**

21.1 The employer is committed to providing a safe and healthy work environment and will not require employees to undertake an unreasonable workload in the ordinary discharge of their duties.

21.2 The objective of this principle is to ensure workload allocation is fair, manageable and without risk to health and safety.

21.3 The employer shall take reasonable steps to ensure that employees:

   (a) do not work excessive or unreasonable hours;
   
   (b) are able to clear annual leave; and
   
   (c) are paid or otherwise recompensed for work as provided for under the Award and this General Agreement.

21.4 Employees are required to perform, attain or sustain a standard of work that may be reasonably expected of them.

21.5 All relevant indicators of workload should be monitored. Indicators may include:

   (a) Nature of work;
   
   (b) Work patterns;
   
   (c) Environment in which work is performed;
   
   (d) Volume of work;
   
   (e) Level of performance;
   
   (f) Turnover;
   
   (g) Accident rate;
   
   (h) Incidence of workers’ compensation;
   
   (i) Absence due to personal illness or injury;
   
   (j) Early retirement records;
   
   (k) Referral rates and general feedback from the Insurance Commission’s Employee Assistance Program provider; and
   
   (l) Exit survey information.

21.6 Where employee performance issues are identified these will be managed in accordance with the Insurance Commission’s performance management policy and should take into account:
(a) Training and development;
(b) Application of skill and competencies;
(c) Capacity to perform at a required level;
(d) Individual accountability; and
(e) Communication and feedback.

21.7 Workload issues may be dealt with as a function of the joint consultative committee.

21.8 With the exception of employee performance related issues, where workload issues are identified a review team agreed by the parties will be convened within 21 days of a written request from either party. Broader consultation of the findings of the review team can be undertaken through the joint consultative committee.

A State collective agreement in the public administration and safety industry.
Source: WAIRC agreements database; agreement number 10 of 2006.
Alternative forms of remuneration

Pay based on individual performance

**Example 276.**

**Workplace Authority Agreement Builder**

**Performance bonus**

The employee may be eligible for a performance bonus. The employee’s performance will be assessed on the basis of achieving performance indicators over the preceding six-month period. An employee who has not served the entire six-month period may be eligible to receive a bonus calculated on a pro rata basis. The employee’s performance will be rated in accordance with the following scale.

<table>
<thead>
<tr>
<th>Performance rating description</th>
<th>Bonus pay (Percentage of earnings)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Performance does not meet requirements</td>
<td>0 per cent of earnings</td>
</tr>
<tr>
<td>Performance meets requirements</td>
<td>1 per cent of earnings</td>
</tr>
<tr>
<td>Often performs above requirements</td>
<td>1.2 per cent of earnings</td>
</tr>
<tr>
<td>Performance constantly exceeds requirements</td>
<td>2 per cent of earnings</td>
</tr>
</tbody>
</table>

Any bonus due to the employee will be calculated as a percentage of the employee’s earnings over the preceding six-month period.

The employee and the employer agree that this provision excludes the operation of protected conditions which deal with incentive-based payments and bonuses.

**Sales bonus**

In addition to the employee’s ordinary rate of pay, the employee will receive a bonus of 10 per cent of the value of sales for which they are directly responsible each month.

The sales bonus will be paid to each eligible employee in the pay period following the completion of each monthly period.

The employee and the employer agree that this provision excludes the operation of protected conditions which deal with incentive-based payments and bonuses.

**Example 277.**

**Ford Australia Enterprise Agreement 2006 (Skilled Trades)**

8.5.1 **Annual Bonus Payment Scheme (Hourly)**

The following arrangements will apply to:

1) all existing hourly employees, who were previously in the Annual (Bank) Scheme; and
**Ford Australia Enterprise Agreement 2006 (Skilled Trades)**

2) all new hourly employees, who commence with the Company after 31 July 2006.

An hourly employee will become automatically eligible for the Annual Bonus Payment Scheme when:

1) they have been in the Annual Bonus Payment Scheme for a full calendar year; and
2) their uncertified absences are less than or equal to five (5) days in a calendar year.

Hourly employees will become automatically ineligible for the Annual Bonus Payment Scheme when:

1) their uncertified absences exceed five (5) days in a calendar year; or
2) their chronic lateness and/or chronic early departures and/or attendance related neglect of duty has been addressed via the Behaviour at Work Agreement during the calendar year.

The Annual Bonus Payment will apply in 2007, 2008 and 2009 calendar years with the objective being a sustained improvement in unauthorised absences of one (1) percentage point at each plant per annum compared to 2005.

The Annual Bonus Payment of $650 (2007), $676 (2008) and $703 (2009) will be paid in January following each of the calendar years described above.

The effectiveness of the Annual Bonus Payment Scheme will be monitored during the life of the Agreement, and continuation of the Annual Bonus Payment Scheme beyond 2009 will be considered at the conclusion of the operational life of this Agreement.

A federal union collective agreement in the metal manufacturing industry, covering more than 500 employees.

Source: Workplace Authority agreements database; agreement number 061028508.

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**Example 278.**

**Westralia Airports Corporation Enterprise Agreement 2006**

### 9.2 Bonus Payments for Performance

WAC shall pay each employee a lump sum bonus payment within 30 days of releasing Company financial year performance (usually September of each year) if the Company achieves the following results:

<table>
<thead>
<tr>
<th>Target</th>
<th>Bonus Payment</th>
</tr>
</thead>
<tbody>
<tr>
<td>Personal results are rated as ‘exceptional’</td>
<td>2% of base salary</td>
</tr>
<tr>
<td>Personal results are rated as ‘excellent’</td>
<td>1.5% of base salary</td>
</tr>
<tr>
<td>Personal results are rated as ‘satisfactory’</td>
<td>1% of base salary</td>
</tr>
<tr>
<td>Personal results are rated as ‘requires improvement’</td>
<td>0.5% of base salary</td>
</tr>
<tr>
<td>Personal results are rated as ‘unacceptable’</td>
<td>No bonus payable</td>
</tr>
</tbody>
</table>

### 9.5 Salary Increases – Increment Progression

- Progression through the incremental scale shall be subject to the employee meeting the criteria identified for the position and also meeting their Key Performance Indicators (KPIs)
Westralia Airports Corporation Enterprise Agreement 2006

as outlined in their Personal Performance Plan.

- The employee and his/her manager will determine the employee’s KPIs on an annual basis. At that time the employee and his/her manager will also determine training required in order for the employee to achieve his/her KPIs
- Every effort will be made to ensure that staff are provided with the necessary training to progress to the next increment point within a 12 month period.
- Where an employee has not been provided with the opportunity to attend the necessary training or assessment has not been conducted by the employee’s manager within a 12 month period from the date of their last increment progression they will be progressed to the next increment point within the salary level at the completion of the 12 month period.
- Where, on assessment, incremental progression for an employee is rejected, the reasons for such rejection shall be in writing.

14. **Performance Management And Reward System**

During the life of this Agreement the consultative processes will be used to continue the development and implementation of a performance management strategy.

The performance management strategy will provide a framework enabling an employee and his or her manager/supervisor to identify, evaluate and develop the work performance of the employee and assist in identifying career development or promotional opportunities.

It is intended to continue to encourage employees to adopt behaviours and work practices WAC believe are necessary to achieve a work culture based on high performance, quality and modern management and work practices.

It is agreed that each will participate in the setting of a Personal Performance Plan between themselves and their immediate supervisor within guidelines and criteria developed by HR. The plans shall cover the respective financial year and be formally reviewed with the employee and supervisor at least twice per year.

It is agreed that where Personal Performance Plans are currently not in place, each party will genuinely attempt to have such plans in place by 30 March 2007, to cover the remainder of the 2006/07 financial year, with a subsequent 2007/08 plan to be in place no later than 31 July 2007.

15. **Organisational Performance**

Consistent with the Aims and Objectives of this agreement, WAC and its employees agree that:

- continued commitment to actively working towards achieving the corporate objectives, strategies and goals, and
- continued cooperation towards the development and implementation of a performance management strategy is a condition of employment established by this Agreement.

A federal union collective agreement in the transport industry, covering 100-499 employees.

Source: Workplace Authority agreements database; agreement number 071906177.
EXAMPLE 279.

Onesteel Pty Ltd Conti-stretch Greenfields Agreement 2007

11. **Incentive Payment**

11.1 OneSteel values the contribution of Employees to the success of this business, therefore, in addition to the above rates of pay in clause 10, employees covered under this agreement will be eligible to participate in an Incentive Plan allowing for the payment of between 0% and 15% of base salary (with an on target payment of 7.5%).

11.2 Measures and associated targets will be based on key business drivers, core values and team membership behaviours and will be reviewed by local management in consultation with Conti-Stretch staff on an annual basis. On target performance will align with budget levels and be reasonably achievable. Incentive payments will be made on a quarterly basis.

11.3 Team membership behaviour as a measure will be set at 10% of the overall Incentive Plan payment. Unlike other measurement areas mentioned in clause 11.2 above which will be paid equally to all those participating on the plan, the team membership measure will be differentiated on an individual basis. An individual's team membership performance will be assessed quarterly by line management.

A federal union collective agreement in the metal manufacturing industry, covering more than 500 employees.
Source: Workplace Authority agreements database; agreement number 072846168.

EXAMPLE 280.

Taylor Collison Ltd Collective Agreement

12. **Calculation of Remuneration**

12.1 An Employee's remuneration shall be calculated by reference to the Commission System set out in Schedule 1 and the Commission Grid set out in Schedule 2 of this Agreement ("Incentive Based Remuneration").

12.2 An Employee may with the consent of the Company elect to receive a salary retainer, payable fortnightly, as a prepayment of their Incentive Based Remuneration ("Salary Retainer Component").

12.3 On termination of employment, an Employee must repay to the Company any overpayment of their Incentive Based Remuneration and Salary Retainer Component in accordance with Company practice and procedure.

**SCHEDULE 1 - COMMISSION SYSTEM**

The Company offers a production-based Incentive Commission System for the Employees. The Incentive System is designed to reward Employees who generate significant levels of brokerage and fee income.

Payment of Incentive Commission will be made to the Employee's nominated bank account via electronic transfer by the 7th of the month following the entitlement month. Incentive Commission payments are subject to the deduction of applicable tax and applicable superannuation.

Definitions: Production: is the total brokerage and fee income generated by the Employee as calculated pursuant to Schedule 2 less deductions.
The commission grid is based on cumulative production, which will be calculated from 1 July to 30 June annually, as per the grid structure above.

A federal non-union collective agreement in the financial services industry, covering 20-99 employees.

Source: Workplace Authority agreements database; agreement number 072811198.

**EXAMPLE 281.**

**Barbeques Galore Employee Collective Agreement 2007**

4.1 **Performance Development Review**

(a) Barbeques Galore places a high emphasis on its people. It is only through the on-going growth and development of our people that we are able to progress as an organisation and achieve great success.

(b) At Barbeques Galore we are committed to creating an environment where our people are empowered to perform to the best of their abilities via Performance Management. A key part of this process of performance management is the Performance Development Review (PDR). PDR is about setting clear and aligned expectations (i.e. where we want to go), understanding the competencies and functional capabilities of our people (i.e. where we are at) and formulating a plan for on-going development and review so as to ensure that our people are set up to succeed.

(c) By recognising past performance achievements, the PDR also enables us to reward our people based on the principle of merit – the better you perform, the better the reward. The PDR rating of performance will be used to distribute wage increases based on this principle.

4.3 **PDR and Annual Wage Increases**

(a) The PDR system will consist of the following principles:
Barbeques Galore Employee Collective Agreement 2007

(i) Each employee will participate in an annual PDR conducted by store management;

(ii) As a result of the PDR the employee will be provided a PDR Rating of between 1 and 5 by the 30th of April each year;

(iii) The employee’s PDR Rating will determine the level of the employee’s wage increase for the year as per the PDR Rating Wage Increase Table; and

(iv) The employee’s PDR wage increase will be paid from the commencement of the first full pay period in July of 2008 and 2009.

(b) If an employee wishes to have their PDR re-evaluated the following procedure needs to be adopted:

(i) The employee is to complete a PDR Evaluation Form and forward it to their Regional Manager by the 14th of May in the relevant calendar year;

(ii) The Regional Manager will provide a written response to the employee by the 31st of May in the relevant year;

(iii) If the employee is still concerned about their PDR rating they need to forward a PDR Evaluation Form to the PDR Evaluation Committee by the 10th of June in the relevant year;

(iv) The PDR Evaluation Committee will consist of the Head of Retail, the Retail Operations Manager and the National Human Resources Manager;

(v) The PDR Evaluation Committee will convene to consider all re-evaluation requests and inform the employees seeking a re-evaluation of their decision by the 30th of June in the relevant year.

PDR Rating Wage Increase Table

<table>
<thead>
<tr>
<th>Appraisal Score</th>
<th>Criteria</th>
<th>Percentage Increase</th>
</tr>
</thead>
<tbody>
<tr>
<td>5</td>
<td>Exemplary Performance</td>
<td>6%</td>
</tr>
<tr>
<td>4</td>
<td>Above Expectations</td>
<td>4.5%</td>
</tr>
<tr>
<td>3</td>
<td>Meeting Expectations</td>
<td>3.5%</td>
</tr>
<tr>
<td>2</td>
<td>Below Expectations</td>
<td>2%</td>
</tr>
<tr>
<td>1</td>
<td>Well Below Expectations</td>
<td>1.5%</td>
</tr>
</tbody>
</table>

(c) The annual wage increases made by Barbeques Galore to employees as a result of the PDR wage increase system will equate to an average increase of at least 4% per annum.

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A federal non-union collective agreement in the retail industry, covering more than 500 employees.
Source: Workplace Authority agreements database; agreement number 073087591.
### Example 282.

**Golden Casket Lottery Corporation Limited Union Collective Agreement 2007**

3.9 As part of its goal to recognise and reward exception performance, the Corporation has developed a performance incentive scheme. Employees may be eligible for an individual performance incentive of up to 9% of the top pay point of the classification for their position, based on their performance, as assessed as part of the performance development system.

A federal union collective agreement in the arts and recreation services industry, covering 100-499 employees.
Source: Workplace Authority agreements database; agreement number 072185651.

### Example 283.

**Cathay Pacific Airways Workplace Agreement 2006-2007**

9.3 **Performance Merit increases for 2007**

a) In addition to 9.2 a) [guaranteed pay increases], employees may be eligible to receive a performance merit increase on their ordinary rate of pay.

b) The performance merit % increase will be based on the employee’s ordinary rate of pay as at 31 December of the previous year and will be added to the employee’s salary, effective 01 January of each year.

c) The performance merit % increase will range from 0% to 5% with an average of 3% being distributed to employees according to where the majority of employees are placed in the appraisal assessment.

d) Those employees who are placed below where the majority of employees are placed will receive an increase on their basic ordinary rate of pay of between 0% to 2%.

e) Those employees who are placed higher than where the majority of employees are placed will receive an increase on their basic ordinary rate of pay of between 4% to 5%.

f) Any employee who joins the Company on or after 30 September of the preceding year will not receive a merit based salary increase in the following year.

A federal employee collective agreement in the transport, postal and warehousing industry, covering 100-499 employees.
Source: Workplace Authority agreements database; agreement number 06213096.
EXAMPLE 284.

Building Commission Agreement 2006

14.5 **Rewarding Performance**

In addition to the base progression payment of 3.5% per annum, Employees will be eligible for performance grading and remuneration against four criteria:

- Nil or ineligible (0%)
- Achieves Expectations (fixed at +1% for the life of this Agreement)
- Exceeds Expectations (rate to be determined annually)
- Outstanding (exceeds plus bonus).

Performance payments linked to “Achieves Expectations” or “Exceeds Expectations” will take the form of increment adjustment to salary and count for all purposes with the exception of where individuals have reached the maximum of the band. In this case payment will be made in the form of a lump sum payment.

The rate of performance increase for “Exceeds Expectations” will be reviewed annually and consider the financial performance and capacity of the Commission. If a change to the rate is made this will be conveyed to Employees before the beginning of the performance cycle. If requested by affected employees, either their employee representative or their union will be consulted.

An employee collective agreement in the public administration and safety industry.

Source: Workplace Authority agreements database; agreement number 072204748.
Pay based on collective performance

**Example 285.**

**PB Foods Limited Operations Enterprise Agreement 2005**

11. **Bonuses**

(1) From 1 June 2005 a new bonus as outlined in Appendix 3– Bonus Scheme, will be introduced for the 12 month period to 30 May 2006 and payable in August or September 2006. Employees will be paid a cash bonus of 0-10% or part thereof. Up to 5% will be payable on achieving set targets and the remaining up to 5% will be payable on stretch. 70% of the bonus is based on achieving established corporate KPI’s and the remaining 30% is based on achievement of departmental KPIs.

From 1 June 2006 a further bonus can be earned for the 12 month period to 30 May 2007 and payable in August or September 2007. Employees will be paid a cash bonus of 0-10% or part thereof. Up to 5% will be payable on achieving set targets and the remaining up to 5% will be payable on stretch. 70% of the bonus is based on achieving established corporate KPI’s and the remaining 30% is based on achievement of departmental KPIs.

From 1 June 2007 a further bonus can be earned for the 12 month period to 30 May 2008 and payable in August or September 2008. Employees will be paid a cash bonus of 0-10% or part thereof. Up to 5% will be payable on achieving set targets and the remaining up to 5% will be payable on stretch. 70% of the bonus is based on achieving established corporate KPI’s and the remaining 30% is based on achievement of departmental KPIs.

The total dollar value of the bonus achieved will be equally shared amongst all of the employees covered by this agreement regardless of their classification or grading. Payment will be prorated for those employees who are part time, casual or absent for part of the qualifying year.

A State collective agreement in the manufacturing industry.
Source: WAIRC agreements database; agreement number 125 of 2005.

**Example 286.**

**Daikin Australia Pty Ltd Production Employees Enterprise Agreement 2006 – 2009**

**APPENDIX B**

Performance Incentive 06/07

The performance bonus will be based on the following criteria

- Improved efficiency and daily output - 50% of available bonus
- Quality standards and reduction in defective parts - 20% of available bonus
- OH&S compliance and improvements - 20% of available bonus
Best Practice in Workplace Agreements

Daikin Australia Pty Ltd Production Employees Enterprise Agreement 2006 – 2009

* Attendance, absenteeism and lost time at work -10% of available bonus

Efficiency and Daily output - measured monthly

FDY(P,Q) 71, 100, 125, 145, 160 increase production per cell (2 assemblers) from 14 units to 15 units per normal 8 hour shift and maintained consistently over the previous 6 months.

No improvement or reduction - zero bonus

Target achieved - 100% of available bonus

If achieved then all permanent employees, whether they work on the assembly bench or not, will receive the bonus as they all can have an impact on efficiency improvements

Quality and reduction in defective parts - measured monthly

<table>
<thead>
<tr>
<th>Unsatisfactory</th>
<th>Careless with frequent avoidable errors either identified on the assembly bench or at final testing. HATA sheet identification of individuals. Close and frequent monitoring by supervisors required - warnings issued.</th>
<th>ZERO</th>
</tr>
</thead>
<tbody>
<tr>
<td>Marginal</td>
<td>Less frequent identifiable errors, often careless with the quality of work either identified on the bench or final testing. HATA sheet identification of individuals. Monitoring of individuals quality required but less frequently</td>
<td>2%</td>
</tr>
<tr>
<td>Acceptable</td>
<td>Infrequent errors. Errors rectified and not repeated once identified to the individual. Minimal or no supervision required.</td>
<td>10%</td>
</tr>
<tr>
<td>Good</td>
<td>Always accurate, no repeatable errors. Looks for quality improvements and able to identify supplier quality issues before using the parts</td>
<td>20%</td>
</tr>
</tbody>
</table>

Measured on an individual basis then averaged over the permanent work force to determine the bonus payment for this criterion.

OH&S compliance and improvements - measured monthly

<table>
<thead>
<tr>
<th>Unsatisfactory</th>
<th>Poor safety awareness causes safety hazards, incidents or accidents to themselves or others. Constant safety supervision and warnings required. Housekeeping low.</th>
<th>ZERO</th>
</tr>
</thead>
<tbody>
<tr>
<td>Marginal</td>
<td>Safety awareness but has caused some safety concerns of medium to low risk. General house keeping around the individuals work area needs improving. Some supervision required</td>
<td>2%</td>
</tr>
<tr>
<td>Acceptable</td>
<td>Performs all tasks and behaves in a safe and tidy manner. Complies with all OH&amp;S requirements, neat and tidy workspace environment. Minimal risk and minimal supervision required</td>
<td>10%</td>
</tr>
<tr>
<td>Good</td>
<td>Safety conscious at all times, performs tasks in a safe and tidy manner. Actively looks for and implements safety improvements, encourages other by their actions</td>
<td>20%</td>
</tr>
</tbody>
</table>

Measured on an individual basis then averaged over the permanent work force to determine the
### Daikin Australia Pty Ltd Production Employees Enterprise Agreement 2006 – 2009

**bonus payment for this criterion.**

**Attendance, absenteeism and lost time at work**

<table>
<thead>
<tr>
<th>Category</th>
<th>Description</th>
<th>Percentage</th>
</tr>
</thead>
<tbody>
<tr>
<td>Unsatisfactory</td>
<td>Frequently late for or leaves early from work. Often absent from the workstation or area during working hours, does not comply with break times. Abnormally high absenteeism above the allowable days off compared to company average. Unacceptable regular days off. Supervision and warnings required</td>
<td>ZERO</td>
</tr>
<tr>
<td>Marginal</td>
<td>Often late or leaves early from work, spends some time away from workstation or area during working hours. Normally complies to break times. Above average days off compared to company average. Some supervision required</td>
<td>1%</td>
</tr>
<tr>
<td>Acceptable</td>
<td>Normally on time and dependable, works the required hours with lateness and leaving early kept to a minimum with reasonable excuses. Break times adhered to and remains at the workstation &quot;on the job&quot;. Company average days off. No supervision required</td>
<td>5%</td>
</tr>
<tr>
<td>Good</td>
<td>Always on time, punctual and dependable. Break times always adhered to and always available at the workstation. Below average days off. Works willingly and flexible at all times</td>
<td>10%</td>
</tr>
</tbody>
</table>

Measured on an individual basis then averaged over the permanent work force to determine the bonus payment for this criterion.

A federal union collective agreement in the metal manufacturing industry.
Source: AIRC agreements database; agreement number AG847609.

### Example 287.

**City West Water Collective Agreement 2006**

26. **Pay increases**

Employees engaged under this Agreement will receive the following increases:

a) 4.0% per annum to be paid from the date of commencement of this Agreement, subject to the achievement of at least 4 of the 5 organisational Key Performance Indicators set for the year from 1 July 2005 in the City West Water EBA 2004;

b) 4.0% per annum to be paid from 1 July 2007, subject to the achievement of at least 5 of the 6 organisational Key Performance Indicators for the year to 30 June 2007 as outlined in Schedule 1;

c) 4.0% per annum to be paid from 1 July 2008, subject to the achievement of at least 5 of the 6 organisational Key Performance Indicators for the year to 30 June 2008 as outlined in Schedule 1.

The wage increases referred to in paragraphs a), b) and c) above shall (if achieved) be incorporated into the classification structure as shown in Schedule 2.

Employees will be paid no less than the minimum rate for their position classification as set out in Schedule 2.
## City West Water Collective Agreement 2006

<table>
<thead>
<tr>
<th>KPIs</th>
<th>Definitions</th>
<th>Target</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td>30 June 2007</td>
</tr>
<tr>
<td>Sick days</td>
<td>The average number of sick days taken without a medical certificate per employee.</td>
<td>1.0</td>
</tr>
<tr>
<td>ISO Accreditation</td>
<td>To maintain certification of CWW QES System. CWW has to undergo extensive external audits every six months to ensure that standards are maintained. These audits are based upon international standards which outline the requirements of our Quality, Environmental, Safety and HACCP systems. The auditors not only look for compliance but also improvements to the system. All staff play an essential role in maintaining and increasing service levels and ensuring our performance levels are achieved.</td>
<td>Retain</td>
</tr>
<tr>
<td>OH&amp;S</td>
<td>Attendance of employees at nominated OH&amp;S Training. Workplace inspections conducted by each department to be completed on a quarterly basis and returned to the OH&amp;S Co-ordinator Note: City West Water goal is to achieve zero lost time injuries and this will be aided by the successful achievement of the listed OH&amp;S indicators.</td>
<td>95%</td>
</tr>
<tr>
<td></td>
<td></td>
<td>100%</td>
</tr>
<tr>
<td>Annual Leave</td>
<td>Employee annual leave balances to be &lt;=20 days at 30 June each year. This will be calculated by the total number of all employees employed at CWW with balances in excess of 20 days as of the 30th of June each financial year divided by the total number of employees employed at CWW.</td>
<td>95%</td>
</tr>
<tr>
<td>Efficiency Savings As</td>
<td>These savings will be required to be identified by employees. Employee ideas to generate cost saving ideas may be communicated through the Consultative Committee. The EMC will determine which initiatives are acceptable. The EMC will then ensure that the implementation of the adopted ideas are adequately resourced.</td>
<td>$364,000</td>
</tr>
<tr>
<td>included in the</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Corporate Plan</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Sustainability – Paper</td>
<td>Reduction in A4 paper (white and colour) purchased for office use against a baseline of 21.19 reams/ FTE / year calculated as the average of paper consumption across the 2003/04, 2004/05 and 2005/06 financial years</td>
<td>Pro rata of 5%</td>
</tr>
<tr>
<td>usage</td>
<td></td>
<td>(versus baseline)</td>
</tr>
<tr>
<td></td>
<td></td>
<td>baseline)</td>
</tr>
<tr>
<td></td>
<td></td>
<td>19.60 reams/</td>
</tr>
<tr>
<td></td>
<td></td>
<td>FTE / year</td>
</tr>
<tr>
<td></td>
<td></td>
<td>FTE / year</td>
</tr>
</tbody>
</table>

A federal union collective agreement in the electricity, gas and water industry, covering 100-499 employees.
Source: Workplace Authority agreements database; agreement number 061117480.
EXAMPLE 288.

Work Solutions Australia Collective Agreement 2007–2010

5.3 Salary Increases During the Life of this Collective Agreement

Management and employees recognise their collective responsibility to both adequate resourcing and a commitment to flexible working patterns in meeting the objectives of this Collective Agreement and contributing to the ongoing financial viability of the company. In recognition of this collective commitment the following salary increases shall apply during the life of the Collective Agreement:

General Increases

On the proviso that the company has retained its national quality management system certification under ISO 9001:2000 and the profit before income tax and interest is positive, a 3% (three per cent) increase effective from the first full pay period in July 2007. The rates at table at 5.1 already reflect this increase. The transitional provisions at 7.1 and 7.2 are to be noted.

Where in July of each subsequent year during the operative period of this Collective Agreement and providing that the company has retained its national quality management system certification under ISO 9001:2000 and the profit before income tax and interest is positive, a 3% (three per cent) increase effective from the first full pay period in July.

Productivity Increases

A further 1% (one per cent) increase from the first full pay period in October subject to the company as a whole achieving:

A net profit of 10%; and,

External surveillance audit findings confirming that individual offices comply with the national quality management system with no significant action required at the office level.

or

A further 2.5% (two and one half per cent) increase from the first full pay period in October subject to the company as a whole achieving: a net profit of 15%; and,

External surveillance audit findings confirming that individual offices comply with the national quality management system with no significant action required at the office level.

ATTACHMENT A - PRODUCTIVITY PAYMENT ARRANGEMENTS

Productivity Payments for Allied Health Professionals Not Under Individual Arrangements

This bonus arrangement shall apply from lodgement.

In addition to salary, a bonus will be available to each revenue-earning employee based on their productivity.

Employees on alternative individual bonus arrangements including personnel engaged under a Fee For Service arrangement are excluded.

Consultants are expected to bill a minimum of 5.5 hours per working day for 55 days in each
Work Solutions Australia Collective Agreement 2007–2010

Where an average of:

- 5.5 billed hours per day (302.50 billable hours per quarter) is achieved, additional billable hours will attract a bonus of 30% of the current applicable Workcover rate; or
- 6.25 billed hours per day (343.75 billable hours per quarter) is achieved, additional billable hours will attract a bonus of 40% of the current applicable Workcover rate.

A Job Capacity Assessment is equivalent to one and one quarter hours and paid at the current Workcover rate.

This bonus shall be paid quarterly.

Administration and Non-Billing Employees Productivity Payments Arrangements Not Under Individual Arrangements

Employees on alternative individual bonus arrangements including personnel engaged under a Fee For Service arrangement are excluded.

Comencing from financial year 2007/2008, employees in an administrative or supporting role will be paid a performance bonus based on:

- A bonus pool will be established for each region based on profit before income tax and interest each has made in excess of the region’s profit before income tax and interest made the previous financial year.
- The pool will be funded by a 5% contribution for each dollar profit before income tax and interest in excess of the previous financial years profit before income tax and interest.
- The pool will be divided between both salaried and casual employees based on FTE over the year amongst employees covered by this agreement but subject to employment on 30 June and a minimum of six months with the company.

This bonus shall be paid annually.

A non-union collective agreement in the health services industry, covering over 500 employees.
Source: Workplace Authority agreements database; agreement number 072032901.

EXAMPLE 289.

NAB Enterprise Agreement 2006 – 2009

12.4 Variable Remuneration

Variable remuneration for Practitioners (other than Corporate Superannuation Specialists) is based on Total Licensee Revenue (TLR). TLR is shared between NAB Financial Planning and Practitioners based on a standard Remuneration Split of 50%.

Practitioners are eligible to receive incentive payments on TLR in excess of Threshold.
Threshold is based on a multiple of TRP.

The standard uncapped incentive payments which apply once TLR exceeds Threshold are:

**12.4.2 KRA Incentive Pool**

The KRA Incentive Pool is designed to reward Practitioner performance against Key Result Area (KRA) objectives. KRAs are set annually for each Practitioner role as part of NAB’s Performance Management Framework.

The KRA Incentive Pool is calculated as 10% of the total variable remuneration paid by NAB Financial Planning for the year ending 30 September.

The KRA Incentive Pool is fully paid out each year with entitlement and quantum of individual payments based on the Performance Scorecard rating of each Practitioner. The Performance Scorecard will measure individual, team and corporate outcomes and behaviours, in line with NAB’s Performance Management Framework.

The Consultative Committee will be provided with confirmation of the final value of the KRA Incentive Pool and the methodology for determining and allocating individual Practitioner payments (which may vary year on year) prior to payments being made.

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A federal union collective agreement in the banking industry, covering 100-499 employees.
Source: Workplace Authority agreements database; agreement number 061113112.
EXAMPLE 290.

Department of the Environment and Heritage (DEH) Collective Agreement 2006-2009

F13. In recognition of increased productivity within DEH and the productivity improvements and commitments outlined in this Agreement, on certification of this Agreement, salary rates for all levels up to and including APS Executive Level 2 employees (and equivalents) will increase by 3.5% at the date of effect of this Agreement, as set out in Schedule 1, subject to:

- 95% of DEH staff participating in the DEH Performance and Development Scheme with Performance Agreements in place for the 2005-2006 financial year and having been assessed against their agreement in accordance with the PDS Guidelines, in addition, access to the salary rate increase for an individual employee is conditional on:
  - the employee having a Performance Agreement in place and having been assessed against their agreement; and
  - the employee complying with personal record keeping arrangements.

F14. Salary rates will increase by a further 4% at the commencement of the first full pay period in August 2007 and by a further 4% at the commencement of the first full pay period in August 2008 as set out in Schedule 1 of this Agreement, subject to:

- 95% of DEH staff participating in the DEH Performance and Development Scheme with Performance Agreements in place for the 2006-2007 and 2007-2008 financial years and having been assessed against their agreement in accordance with the PDS Guidelines, in addition, access to the salary rate increase for an individual employee is conditional on:
  - the employee having a Performance Agreement in place and having been assessed against their agreement; and
  - the employee complying with personal record keeping arrangements.

- 95% of DEH staff completing mandatory online learning components, such as SAFETRAC and Parks Safe where available.
- 95% of DEH staff using automated systems, including Employee Self Service (ESS) where available, for personnel transactions and maintaining personal information; and
- 95% of staff maintaining their DEH personal records folder, including flex sheets, performance agreements and staff development activities.

A federal union collective agreement in the Commonwealth public service.

Source: Workplace Authority agreements database; agreement number 06496795.
19. **Productivity Bonus**

The aim of the productivity bonus scheme is to remunerate and provide an incentive for employees to meet the targeted run of mine (ROM) production tonnes, development metres and longwall relocation schedules.

Bonus payment is derived from the following three components -

1. Longwall tonnes bonus (table 1)
2. Longwall relocation incentive
3. Development metres bonus (table 2).

**Longwall tonnes bonus**

Payment will be calculated on a weekly basis from ROM tonnes mined from the underground mine. Tonnes will be calculated from the weight-o-meter on UC1.

A base longwall tonnes payment of $150 per week will be paid for production less than 45 000t.

**Longwall Relocation incentive**

Longwall relocation incentive bonus of $300 will be available to each eligible employee should the longwall relocation schedule be met or exceeded.

The relocation incentive bonus will include a bolt-up performance of $200 if bolt up is completed within 10 working days.

**Development metres bonus**

Payment will be calculated on a weekly basis from metres advanced from the development panels only. Calculation of this bonus is in accordance with Table 2 which provides rates when 3, 2 or 1 continuous miner is operating. Development bonus is based on the operation of 3 continuous miners per week. If the situation arises where less than 3 continuous miners are used for extended periods (greater than 1 week), then calculation of this bonus will be determined based on the rates provided in Table 2 for 2 or 1 continuous miner as the case may arise.

A base development metres payment of $150 per week will be paid to employees under this agreement.

**General**

Except as provided above, payment of bonus will be made on a weekly basis for the duration of this agreement.

Bonus arising under this provision will be paid in the following circumstances:

1. When the employee attends for their rostered ordinary shift; and
2. When the employee is absent due to any of the following approved absences:
   a) Mines Rescue
   b) Training
   c) Jury & Emergency duties
Baal Bone Colliery Collective Agreement 2006

d) Annual leave

e) Sick leave (Personal or carers leave)

f) Compassionate leave/ bereavement/ parental or

g) Other absence approved by the Company.

Bonus payments will not be made to employees during the period of an industrial dispute that affects the operation of the mine. A pro-rata deduction from the base longwall and development payments will occur for time lost.

Example of bonus calculation for a week –

<table>
<thead>
<tr>
<th>Component</th>
<th>Production</th>
<th>Bonus / week</th>
</tr>
</thead>
<tbody>
<tr>
<td>Longwall</td>
<td>65 000 t</td>
<td>$150.00 base $172.00 tonnes bonus</td>
</tr>
<tr>
<td>Development - 3 Miner’s</td>
<td>260m</td>
<td>$150.00 base $91.00 metres bonus</td>
</tr>
<tr>
<td>Total bonus payable</td>
<td></td>
<td>$563.00</td>
</tr>
</tbody>
</table>

[See further details in clause 19 and Tables 1 and 2 of the agreement].

A federal union collective agreement in the mining industry, covering 100-499 employees.
Source: Workplace Authority agreements database; agreement number 071455272.

Example 292.

Baal Bone Colliery Collective Agreement 2006

20. SAFETY INCENTIVE SCHEME

20.1 The intention of this incentive scheme is to reward employees for maintaining a safe workplace and reducing personal injury and equipment damage.

20.2 Employees will be entitled to a maximum safety incentive payment of $200 per month provided there are no lost time injuries during that period.

20.3 In the event that there is one lost time injury (LTI) in the month, $100 will be deducted from the maximum incentive payment. If more than 1 LTI occurs, there will be no monthly safety incentive payment.

20.4 There will be a one-off payment of $500 per employee if the yearly safety targets are achieved. If the yearly safety target is not achieved then a pro-rata payment may be made to reflect the actual safety performance.

20.6 The safety target for the mine will be determined annually by the management of the mine
Baal Bone Colliery Collective Agreement 2006

based on previous year’s safety performance. The objective of safety management at Baal Bone Colliery is to improve safety performance each year of operation.

20.7 This scheme is applicable to permanent employees only.

A federal union collective agreement in the mining industry, covering 100-499 employees.
Source: Workplace Authority agreements database; agreement number 071455272.

EXAMPLE 293.

Hunter Valley Earthmoving Company Pty Ltd and CFMEU Industrial Agreement at Westside Mine 2007

Annexure 7 Westside Performance Bonus

The bonus is structured to encourage employees to consider both Safety and Production as an important aspect of everything they do. In the event that the Safety and Production targets are not being achieved, the parties will work together to find ways to achieve the required performance.

The Performance Bonus is made up of two components, Safety and Productivity these components will make up approximately 50% each of the total Performance Bonus.

The Performance Bonus shall be calculated using all employees covered by the Hunter Valley Earthmoving Company Pty Ltd CFMEU Industrial Agreement at Westside Mine and all casual employees performing core activities at Westside.

LTI Bonus

If no lost time injuries (LTI) occur for the production week then all employees will receive a $201.00 per seek Safety Bonus. The Safety Bonus will be calculated and communicated weekly and will be paid in the following week. Achievement of budget performance in safety, being one (1) year without an LTI, will attract an increase of $10.00 for the Safety Bonus component.

Productivity Bonus

The productivity component of the bonus is valued at $201.00 on the commencement of the agreement. The Productivity Bonus payment will be calculated and communicated weekly and will be paid in the following week. It will vary on a prorata basis depending on production achieved when compared to the nominated productivity level. Achievement of the annual budget productivity level will attract an increase of $10.00 for the Productivity Bonus component.

Payment of Bonus

Hunter Valley Earthmoving Westside Mine Performance Bonus will be paid for approved forms of leave including:
Hunter Valley Earthmoving Company Pty Ltd and CFMEU Industrial Agreement at Westside Mine 2007

- Paid sick leave and annual leave except on resignation, retirement and termination,
- Jury service,
- Long service leave,
- Accident Pay in respect of the initial 39-week period,
- Other approved absence.

A federal union collective agreement in the construction industry, covering 100-499 employees.
Source: Workplace Authority agreements database; agreement number 072315443.

Profit share

**Example 294.**

**Workplace Authority Agreement Builder**

**Employee profit share**

Each year on the declaration of the employer’s annual results, a bonus on a proportion of the profits for the preceding financial year will be paid to employees.

An employee is eligible to participate in the profit share distribution if they have had continuous service with the employer during the financial year to which the profits relate and are still in service on the date of payment of the bonus.

The amount will be calculated using the ordinary rate of pay of the employee as at the end of the financial year to which the profits relate. If an employee has had less than the full year’s continuous service, the payment will be calculated on a pro rata basis.

The employee and the employer agree that this provision excludes the operation of protected conditions which deal with incentive-based payments and bonuses.

**Example 295.**

**Work Solutions Australia Collective Agreement 2007–2010**

**Gainsharing Arrangements**

As the operational environment changes, the company may offer revised productivity arrangements with all or some employees to permit access to personal equity in the company and to share in its performance outcomes. Where this is assessed by the company as being of either greater or longer-term benefit to employees covered by this Collective Agreement, the Executive General Manager will seek a variation to this Collective agreement under the provisions of the relevant Act to replace the above productivity arrangements.
**Work Solutions Australia Collective Agreement 2007–2010**

A non-union collective agreement in the health services industry, covering over 500 employees.
Source: Workplace Authority agreements database; agreement number 072032901.

**Example 296.**

**Bluebox Devices Pty Ltd Employee Certified Agreement**

8. **Annual Salary Review**

Once every twelve months, Bluebox will review the Remuneration, including the allocations under the Bluebox Employee share option plan based on individual employee’s performance review. Reviews will be conducted in the lead up to the end of each financial year with the intention being that remuneration adjustments will be applied as of July 1.

A federal employee collective agreement in the professional, scientific and technical services industry, covering 1-19 employees.
Source: Workplace Authority agreements database; agreement number 072790294.

**Example 297.**

**NAB Enterprise Agreement 2006 – 2009**

12.5 **Employee (EVA) Share Plan**

Practitioners are eligible to participate in the National Australia Bank Group Limited Employees Share Plan, as determined by the Board from time to time.

14.1 **The NAB Financial Planning Retention Plan [extracts]**

Selected practitioners will be offered the opportunity to participate in the NAB Financial Planning Retention Plan for the duration of this Agreement.

This plan offers the opportunity to be rewarded in a tax-effective manner for contributing to the success of the NAB Financial Planning business by way of tenure and performance.

Participation will be offered to those Practitioners who have a minimum of three (3) years continuous service with NAB Financial Planning for Business Protection Specialists, Senior Financial Planning Managers and Financial Planning Managers. For Wealth Managers, a minimum of one (1) year of continuous service will apply. All terms of extended leave whilst employed by NAB Financial Planning, other than Leave of Absence, will count towards continuous service.

Potential eligibility will be assessed at 30 September each year based on rankings, by role, of:

- Individual TLR for that year, and
- Total $ (dollar) increase in TLR for that year.
The top 25% of Practitioners, for each job role, under both of these measures will be eligible to participate in the Retention Plan. A participant may qualify by way of either measure, but may only qualify once in any year.

The Practitioner must then meet the following qualifying criteria in order to participate:

- Quality Advice accredited as at 30 September each qualifying year, or if lost, accreditation is regained prior to 30 November of that calendar year
- No material compliance breaches with all BEPP remediation completed
- No material payout to clients or reputational damage to NAB due to a substantiated client compliant through the Financial Industry Complaints Service or legal action through the courts.
- Must pass Compliance and Behaviour gates with a rating of ‘green’
- Must be employed by NAB in a planning or specialist role
- Must have met full year individual validation targets
- Must have 80% or more of clients correctly segmented for their role
- Performance Scorecard rating of Valued Contributor or better.

Each participant will be offered equity, in the form of a parcel of NAB restricted shares at the end of each year, as an outcome of their performance for the year. Shares will be held in trust for a period of three (3) years, with the opportunity for the shares to be transferred to the participant at the end of each vesting period.

The value of shares allocated under the Retention Plan will vary in accordance with the number of qualifying Practitioners in each job role, but the following annual allocation ranges will be guaranteed during the term of this Agreement:

<table>
<thead>
<tr>
<th>Role</th>
<th>Guaranteed Minimum Allocation</th>
<th>Maximum Allocation</th>
</tr>
</thead>
<tbody>
<tr>
<td>Senior Financial Planning Manager</td>
<td>$28,000</td>
<td>$35,000</td>
</tr>
<tr>
<td>Business Protection Specialist</td>
<td>$20,000</td>
<td>$25,000</td>
</tr>
<tr>
<td>Financial Planning Manager</td>
<td>$20,000</td>
<td>$25,000</td>
</tr>
<tr>
<td>Wealth Manager</td>
<td>$8,000</td>
<td>$10,000</td>
</tr>
</tbody>
</table>

This represents a financial commitment by NAB Financial Planning of up to $2.5 million per annum for the period of this Agreement.

A federal union collective agreement in the banking industry, covering 100-499 employees.
Source: Workplace Authority agreements database; agreement number 061113112.
Intellectual property sharing

EXAMPLE 298.

University of New England Workplace Agreement 2006 – 2008

46. Intellectual Property

46.1 Intellectual property rights include:

(a) the rights of staff members to an appropriate share in the ownership of intellectual property, including intellectual property arising from on-line teaching and learning and offshore work;

(b) recognition of the moral rights of staff over intellectual property;

(c) recognition of a University interest in intellectual property only for works created in the pursuance of a staff member’s terms of employment;

Appeals over intellectual property matters which are not able to be resolved in the first instance by the staff member and supervisor may be referred by either party to a person or process that is mutually agreed (between the University and staff member concerned). Agreement will not be unreasonably withheld.

A federal union collective agreement in the education and training industry, covering over 500 employees.
Source: Workplace Authority agreements database; agreement number 06617461.

Salary packaging

EXAMPLE 299.

Workplace Authority Agreement Builder

Salary sacrifice

An employee may apply in writing to the employer to have their gross salary reduced by an amount nominated by the employee as a salary sacrifice contribution for the benefit of the employee.

The employer must approve the employee’s application to salary sacrifice before the employee’s salary is adjusted for salary sacrifice contributions.

The employee will receive their reduced salary for periods of annual leave, long service leave, and other periods of paid leave provided the salary sacrifice contribution is paid.

The total value of the reduced salary and the agreed value of the benefits provided will not be less than the amount that would otherwise be paid if the salary sacrifice arrangement was not in place.

An employee is entitled to terminate their salary sacrifice arrangements provided that at least one month’s notice in writing is given to the employer.

In the event that changes in legislation relating to superannuation or taxation remove the employer’s capacity to maintain the salary sacrifice arrangements agreed to, the employer will
be entitled to withdraw from the salary sacrificing arrangement by giving one month’s notice to the relevant employee.

The employer recognises the need for the employee to consider independent financial and taxation advice. The employer recommends that an employee seeks such advice prior to entering into salary sacrifice arrangements.

**Example 300.**

**Hunter Valley Earthmoving Company Pty Ltd and CFMEU Industrial Agreement at Westside Mine 2007**

Clause 29  An employee may elect to forgo payment of salary and instead have additional superannuation contributions (salary sacrifice) in accordance with the following:

1. The election must be in writing in the form prescribed by the company from time to time;
2. The election must be made within once month from the commencement of this agreement and from 2007, prior to the first pay period commencing in July each year;
3. Salary payments, including for any paid periods of leave, will be reduced by the amount elected by the employees, provided that the total superannuation contributions (including salary sacrifice) can not exceed the age based limits from time to time specified by the Australian Tax Office
4. The availability of salary sacrifice will cease if changes to tax or superannuation laws make the arrangements no longer cost neutral to the Company
5. The company shall not use any salary sacrifice agreement contribution to meet its obligations under this Agreement, the superannuation guarantee legislation or any successor legislation.

A federal union collective agreement in the mining industry.
Source: Workplace Authority agreements database; agreement number 072315443.

**Example 301.**

**International Council for Local Environmental Initiatives Limited Australia/New Zealand (ICLEI-A/NZ) Australian Services Union Collective Agreement 2006**

15.1 The employer shall offer salary sacrifice arrangements to enable staff to take advantage of appropriate packaging options, provided that such options are cost neutral to the employer. Any salary sacrifice arrangements will be within the applicable taxation, legal and administrative guidelines and shall be varied to reflect changes to these guidelines.
15.2 Salary sacrifice arrangements shall be on the basis that the conditions of such packaging are no less favourable than entitlements otherwise available from this agreement or the award when viewed objectively.
15.3 Prior to any introduction, the parties to this agreement shall be provided with the options available together with the details of the process for managing the scheme and the protection for
employees who may wish to have the options available to them.

15.4 Employees who opt for salary sacrifice will not be disadvantaged by the application of future wage increases and allowances. Increases to wages and/or allowances shall be applied to the rates applicable prior to the application of any salary sacrifice arrangements.

15.5 Salary sacrifice does not reduce the employee’s hourly or weekly gross rate of pay for the purposes of award and agreement entitlements (including accrued entitlements and the application of penalty rates).

16.1 Staff shall not be obliged to accept as a component of remuneration packages items that should more properly be provided by ICLEI-A/NZ as normal tools of work (e.g., computers, mobile telephones). Equipment must only be used for work purposes. Personal use is not permitted unless accepted as a component of remuneration packages.

A federal union collective agreement covering 20-99 employees.
Source: Workplace Authority agreements database; agreement number 071658865.

EXAMPLE 302.

UnitingCare Ageing Enterprise Agreement 2007-2009

31. Remuneration Packaging

Where agreed between the employer and an employee, the employer may introduce remuneration packaging. The terms and conditions of such a package may make provision for a salary greater than that contained in the salary band. The package overall shall not be less favourable than the entitlements otherwise available under this Agreement on a global or overall basis and shall be subject to the following provisions:

(a) the employer shall ensure that the structure of any package complies with taxation and other relevant laws;

(b) the employer shall confirm in writing to the employee the classification level and the current salary payable as applicable to the employee under this Agreement;

(c) the employer shall advise the employee in writing of his or her right to choose payment of that salary referred to in sub-clause (b) above instead of a remuneration package;

(d) the employer shall advise the employee, in writing, that all Agreement conditions, other than the salary and those conditions as agreed in sub-clause (e) below shall continue to apply;

(e) where packaging arrangements apply, the employer and employee may by mutual agreement delete the application of certain Agreement clauses, excepting Clauses 19 - Public Holidays, 21 - Annual Leave, 22 - Personal/Carer’s Leave, 24 - Parental Leave, 25 - Long Service Leave, and 38 - Grievance and Disputes Resolution Procedures;

(f) when determining the remuneration package, the non-salary fringe benefit shall be in accordance with relevant Australian Taxation Office legislation;
### UnitingCare Ageing Enterprise Agreement 2007-2009

| (g) | a copy of the agreement shall be made available to the employee; |
| (h) | the employee shall be entitled to inspect details of the payments made under the terms of this agreement; |
| (i) | the configuration of the remuneration package shall remain in force for the period agreed between the employee and the employer; |
| (j) | where at the end of the agreed period the full amount allocated to a specific benefit has not been utilised, by agreement between the employer and the employee, an unused amount may be carried forward to the next period, or paid as salary which will be subject to usual taxation requirements; |
| (k) | remuneration packaging is only offered on the strict understanding and agreement that in the event existing taxation law is changed regarding Fringe Benefit Tax or personal tax arrangements, and that change may impact on this agreement, all salary packaging arrangements may at the discretion of the employer be terminated. Upon termination in these circumstances the employee’s rate of pay will revert to the rate of pay that applied immediately prior to a salary packaging agreement made pursuant to this clause, or the appropriate Agreement rate of pay whichever is greater; |
| (l) | where changes are proposed to salary packaging arrangements other than to flow on wage increases, or salary packaging arrangements are to be cancelled for reasons other than legislative requirements, then the employer and/or the employee must give three months notice of the proposed change; |
| (m) | in the event that an employee ceases to be employed by the employer this agreement will cease to apply as at the date of termination and all leave entitlements due on termination shall be paid at the rates in accordance with sub-clause (b) above. Any outstanding benefit shall be paid on or before the date of termination; and |
| (n) | any pay increases granted to employees under this Agreement shall also apply to employees subject to remuneration packaging arrangements within this clause. |

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Superannuation above the statutory minimum

#### Example 303.

**Workplace Authority Agreement Builder**

**Increasing superannuation contributions**

The employer will comply with all relevant superannuation legislation. In the event that legislative changes impact on this clause the employer and employee will meet to review and determine the most appropriate response.

On commencement of employment, an employee will be entitled to superannuation contributions of 9% of ordinary time earnings to be paid to the relevant superannuation fund.
As an incentive and to reward the employee’s service, the employer will increase the rate of contributions by 0.5% at the anniversary date of the employee’s commencement date to a maximum of 11%.

**Example 304.**

**Ford Australia Enterprise Agreement 2006 (Skilled Trades)**

8.3.2 Superannuation Contribution

8.3.2(a) The Company will increase its contribution rate for superannuation benefits for employees. The Company contribution rate, where paid on behalf of each employee, will increase as follows:

- Effective 28 August 2007 Increase of 0.5% (to 9.5% total).
- Effective 28 August 2008 Increase of 0.5% (to 10.0% total).

8.3.2(b) For those employees receiving a 3% Company contribution into the Ford Employees Superannuation Fund, the rate of contribution will increase as follows:

- Effective 28 August 2007 Increase of 0.5% from 3.0% to 3.5%; and
- Effective 28 August 2008 Increase of 0.5% from 3.5% to 4.0%.

A federal union collective agreement in the metal manufacturing industry, covering more than 500 employees.
Source: Workplace Authority agreements database; agreement number 061028508.

**Example 305.**

**UnionsWA Enterprise Agreement 2007**

32 Superannuation

The Superannuation Guarantee (Administration) Act 1992, the Superannuation Guarantee Charge Act 1992, the Superannuation Industry (Supervision) Act 1993 and the Superannuation (Resolution of Complaints) Act 1993 legislation as varied from time to time governs the superannuation rights and obligations of employees and employers bound by the award. Notwithstanding the above the following provisions apply.

32.1 Contributions

32.1.1 The employer shall contribute a minimum of 9% of ordinary time earnings per employee in accordance with subclause (3) hereof.

32.1.2 Where an employee, contributes 5%, the employer will contribute an additional 6% to the nominated fund. Contributions less than 5% will attract the Standard Guarantee Contribution only. Where an employee contributes above 5% the additional employer contribution shall remain at 6%. The total employer contribution shall not exceed 15% if the Standard Guarantee Contribution increases above 9%.

A State union collective agreement.
Source: WAIRC agreements database; agreement number 62 of 2007.
**Example 306.**

**Department of the Environment and Heritage (DEH) Collective Agreement 2006-2009**

F30. In recognition of Superannuation Choice, the Department will advise all new employees that they have options regarding superannuation and provide access to information on the available options and maintain the rate of 15.4% for employer contributions where an employee who is eligible for membership of the Public Sector Superannuation Accumulation Plan exercises superannuation choice.

A federal union collective agreement in the Commonwealth public service.
Source: Workplace Authority agreements database; agreement number 0649679.

**Example 307.**

**University of NSW (Academic Staff) Enterprise Agreement 2006**

13.0(a) Where a current employee is an existing member of a Commonwealth or State superannuation scheme, the Professorial Superannuation Scheme, or the Special Purposes Superannuation Scheme, the University will make employer superannuation contributions in accordance with the relevant scheme.

(b) In all other cases, the University will make the following employer superannuation contributions:

   (i) 17% of ordinary time earnings if the employee is a continuing employee or is employed on a fixed-term contract of two years or more; or

   (ii) 9% of ordinary time earnings if the employee is employed on a fixed-term contract of less than two years or is a casual employee whose wages are $450 or more per calendar month.

   (iii) 3% of ordinary time earnings for all casual employees who earn less than $450 per calendar month but more than $2,135 in either of the six month periods between 1 January and 30 June or 1 July and 31 December each year.

(c) Provided that the University’s Trust Deed and Deed of Covenant with UniSuper so allow, an employee who is a member of UniSuper and who is eligible to receive the employer superannuation contribution specified in clause 13.0(b)(i) may elect to make reduced employee superannuation contributions to increase take home salary or to access any other superannuation flexibility so allowed by the relevant Trust Deed and Deed of Covenant.

A federal union collective agreement in the education and training industry.
Source: Workplace Authority agreements database; agreement number 06552500.
Other benefits

Insurance benefits

EXAMPLE 308.

Workplace Authority Agreement Builder

Health insurance

After 12 months’ service with the employer, the employee will be eligible for financial assistance for health insurance that includes private hospital and medical cover. The assistance will be a payment of up to $300 per year and payable to the employee on production of a receipt by the employee to the employer for the premiums paid.

EXAMPLE 309.

Savings & Loans Employees' Certified Agreement 2005

29. Health Benefits

Savings & Loans has negotiated with a Health Insurance provider to provide discounted health benefits for staff. As long as this arrangement continues to exist, the discount will be passed on in full to all employees who maintain payments as a member of the nominated fund.

A federal union collective agreement in the financial services industry.
Source: AIRC agreements database; agreement number AG44362.

EXAMPLE 310.

Livingstone Shire Council Enterprise Bargaining Certified Agreement 2005

15.3 Paraplegic Benefit Fund

Council agrees to pay the annual premium to the Paraplegic Benefit Fund to cover all Council employees against injury causing paraplegia, sustained as a result of an accident.

A state union collective agreement in local government.
Source: QIRC agreements database; agreement number Q060055A.

EXAMPLE 311.

Barkuma Inc Union Collective Agreement No 4 of 2006

19 Journey Accident Insurance

Barkuma recognises the importance of having a flexible workforce. To promote flexibility and to provide better financial support to employees Barkuma will provide Journey Accident Insurance for all its employees. This will cover “to and from” work
**Barkuma Inc Union Collective Agreement No 4 of 2006**

Journeys, as well as any journey taken in relation to an employees work.

A federal union collective agreement in the health care and social assistance industry, covering 100 -499 employees.

Source: Workplace Authority agreements database; agreement number 06949715.

**Example 312.**

**Australian Library and Information Association Limited**

**43. Staff Insurance**

ALIA will provide at no cost to the employee personal insurance for death, total disability and loss of salary due to illness for all staff who have completed a probationary period, as provided by Clause 33 of this agreement [3 months]. Benefits will be as specified from time to time in the insurance policies affected.

A federal employee collective agreement in the arts and recreation services industry, covering 20-99 employees.

Source: Workplace Authority agreements database; agreement number 06288223.

**Travel Assistance**

**Example 313.**

**Alcan Gove Pty Limited Certified Enterprise Bargaining Agreement 2006**

**39. Remote Area Travel Assistance (RATA)**

**39.1 Amount of RATA**

As an additional benefit for working for the Employer, travel assistance is granted, on certain conditions, to assist Employees to spend time in another locality and maintain family contacts. Each Employee's RATA entitlement shall be to the current value of $2,500 per year and paid to the Employee by way of a travel credit. If the Employee has a resident spouse, the Employee shall be given, as a travel credit, the same annual benefit for his/her spouse and, for each of their dependent children (if any), the Employee shall be given, as a travel credit, 80% of the Benchmark (i.e. $1,785). Total RATA for adults is calculated at 13% above the current Benchmark.

**39.2 Condition for RATA**

The conditions applicable to receiving RATA are set out in the RATA policy. With the exception of statutory rates set out in the RATA policy, the RATA policy will only be changed:

(a) by agreement between the Senior Site Delegates and the Employer; and

(b) to reflect any changes to the Benchmark.

**39.3 Change in Amount of RATA**
Alcan Gove Pty Limited Certified Enterprise Bargaining Agreement 2006

The amount of RATA shall be adjusted in accordance with any movement in the Benchmark.

39.4 Advanced Payment of RATA

(a) Where Employees are required to make payment for airfares at the time of booking, RATA shall be paid by the Employer to Employees in the next available pay, provided Employees fulfil the following conditions:

(i) Employees have the RATA accrual to cover the advance at the time the claim is made.

(ii) Employees provide a signed PRC form to the Employer.

(iii) Employees provide a signed RATA application form to the Employer.

(iv) Employees agree to complete a Travel Declaration and submit it to the

(v) Employee at the time the claim is made and provides proof of purchase.

(b) Should the employment of the Employee be terminated, and the Employee has received RATA in advance, the Employer shall be entitled to deduct from the Employee’s termination payment the value of the RATA received.

A federal union collective agreement in the mining and manufacturing industry.
Source: AIRC agreements database; agreement number AG847629.

Staff discounts

EXAMPLE 314.

Bialik College Teaching Professionals' Agreement 2005

18. The College currently allows a discount of twenty five percent (25%) of tuition fees for students who are the children of College employees.

It is agreed that this policy will continue while the existing Fringe Benefits Tax treatment of this benefit is retained. In the event that the Fringe Benefits Tax treatment of this benefit is changed (e.g. by legislation or Australian Taxation Office ruling), the College in its absolute discretion may determine to discontinue this policy.

A federal union collective agreement in the education and training industry.
Source: AIRC agreements database; agreement number AG843809.
# Child’s education costs

**Example 315.**

**Bureau Of Meteorology - Certified Agreement 2006-2008**

<table>
<thead>
<tr>
<th>Section</th>
<th>Description</th>
</tr>
</thead>
<tbody>
<tr>
<td>102.</td>
<td><strong>Education Costs Allowance</strong>&lt;br&gt;102.1 Eligible relocated employees (as defined in clause 125) may be entitled to education costs allowance where the Agency Head considers a dependent child's welfare or scholastic progress would be seriously prejudiced if the child were required to change schools in the second-last and final years of a course of secondary education (Years 11 or 12) due to an employee's move to another locality.&lt;br&gt;102.2 Education costs allowance may be payable in exceptional circumstances for students below the second-last and final years of a course of secondary education (Years 11 and 12) if the Agency Head considers that their education would be adversely affected by moving.&lt;br&gt;102.3 Education costs allowance is not payable where a student is already boarding at a school prior to the move. Tuition fees are not payable where the employee is already paying tuition fees prior to the move.&lt;br&gt;102.4 The Agency Head may approve reasonable costs of tuition and boarding for a student, at a school or elsewhere, during school terms at the pre-move locality or another locality which, in the opinion of the Agency Head, is reasonable in the circumstances.&lt;br&gt;102.5 Assistance takes the form of an allowance for boarding a child at a school or elsewhere, and an allowance for tuition fees where the child changes school at the pre-transfer locality and the cost of tuition increases.&lt;br&gt;102.6 Boarding allowance will be calculated as set out on the intranet in accordance with clause 9.</td>
</tr>
<tr>
<td>111.</td>
<td><strong>Education Fares Assistance</strong>&lt;br&gt;111.1 Where a child of an ongoing employee, who ordinarily lives with the employee, is receiving primary or secondary education at a school in a locality other than where the employee is stationed, and, as a result, the child does not live with the employee, the Agency Head will authorise reimbursement to the employee as follows:&lt;br&gt;• if the child travels from the locality where s/he is receiving education to the locality where the employee is stationed, an amount equal to the cost of return fares reasonably incurred by the employee; or&lt;br&gt;• if the child travels from the locality where s/he is receiving education to a locality other than where the employee is stationed to visit the employee or the partner/spouse of the employee, an amount equal to the lesser of the cost of return fares reasonably incurred by the employee, and the amount that would have been reimbursed if the child had travelled to the locality where the employee is stationed.&lt;br&gt;111.2 An employee will be reimbursed for two return fares per eligible child during a school year.</td>
</tr>
</tbody>
</table>
Bureau Of Meteorology - Certified Agreement 2006-2008

The Agency Head may authorise the reimbursement of an additional visit when considered reasonable.

A federal union collective agreement in the public service.  
Source: AIRC agreements database; agreement number AG847941.

Car parking and taxis

EXAMPLE 316.

Workplace Authority Agreement Builder

Provision of car parking facilities

The employee will be provided with free car parking facilities at the workplace or nominated car parking facility.

Reimbursement of after hours car parking costs

The employee will be reimbursed for the cost of car parking when attending work-related activities after ordinary working hours.

CLAUSE 317.

Alpine Shire Council Enterprise Agreement 2007

13. Car Parking

Council acknowledges its requirement to provide a safe working environment for all employees, and agrees to ensure adequately lit car parks are provided at all Council offices and depots.

A federal union collective agreement in the public administration and safety industry, coving.  
Source: Workplace Authority agreements database; agreement number 072955862.

CLAUSE 318.

Smorgon Steel Reinforcing/AWU Victorian Agreement 2005

40. Use Of Taxis

40.1 Taxis, paid for by the Company, may be used for trips to medical practitioners, specialists and other treatment specialists, where the parties deem that it is unsafe for the individual to drive themselves to the appointment.

40.2 If a taxi is used for an initial assessment the taxi will be provided to take the individual to a GP who is within a radius of 10 km from the site where the accident occurred. However if the GP recommends that the individual requires specialist consultation then the taxi will be provided for
Smorgon Steel Reinforcing/AWU Victorian Agreement 2005

40.3 Taxis for ongoing treatment by Chiropractors, Physiotherapists, etc will be provided within a 10-km radius of the site where the individual works.

40.4 Taxis will only be used for transport to and from the site where individual works.

40.5 If an employee uses their private vehicle, this will be paid at the rate specified in the Parent Award [Clause 5.9.2(a)]. Payment shall be made for the round trip to their treating doctor or specialist and return.

40.6 For emergency cases, ambulance or taxi will transport employees, depending on the nature of the injury.

40.7 Employees unable to drive their own vehicle from home (must provide a medical certificate as proof of this) will be able to use a taxi to visit their medical practitioner.

A federal union collective agreement in the metal manufacturing industry.
Source: AIRC agreements database; agreement number AG843606.

Environmental measures

Example 319.

International Council for Local Environmental Initiatives Limited Australia/New Zealand (ICLEI-A/NZ) Australian Services Union Collective Agreement 2006

14.3 In the interests of sustainability, ICLEI-A/NZ encourages its employees wherever possible to use public transport or bicycle transport for work purposes.

15.6 As an environment organisation, ICLEI-A/NZ does not encourage the acquisition of high energy-input goods, highly polluting goods, and nonessential material goods. To this end, the salary sacrifice arrangements may not be used for the purchase of motor vehicles or other goods with a high environmental impact.

A federal union collective agreement covering 20-99 employees.
Source: Workplace Authority agreements database; agreement number 071658865.
### EXAMPLE 320.

**Spotless Service Solutions Employment Agreement 2007 Number 3**

#### 1.5 Environmental Commitment

Citywide recognises that environmental issues impact on employees and that environment management systems and plans impact on the workplace and the health and safety of employees.

CityWide’s commitment to environmental management is realised through the adoption and implementation of our certified ISO14001 Environmental Management System (EMS) and subsequent Environmental Improvement Plans as determined by our various contracts.

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A federal union collective agreement in the rental, hiring and real estate services industry, covering fewer than 20 employees.

Source: Workplace Authority agreements database; agreement number 072701400.