wage increases in March 2004 quarter certified agreements

The average annual wage increase for certified agreements registered in the March 2004 quarter was 4.25% (per agreement) up by 0.15 percentage points on the December 2003 quarter.

In this quarter non-union agreements have closed the gap on union agreements with union agreements averaging 4.26% annual average wage increase compared to non-union agreements at 4.21%. This contrasts with results from the previous three quarters where non-union agreements fell behind to the tune of 0.9 percentage points in June, 1.4 percentage points September and 1 percentage point in December. In March 2004 the difference is only 0.05 percentage points.

In the December 2003 quarter agreements in the public sector were dragged down by higher than average numbers of non-profit sector agreements with lower than average annual average wage increases. In March separation of these groups shows that non-profit agreements are still well below the average at 3.5% while government business enterprises and public sector agreements remain lower than the overall average while private sector agreements are 0.04 percentage points higher than the overall average.

Figure 1.1: March quarter average annual percentage wage increase, by sector and union party to agreement

Source: acirrt (2004), ADAM Database, University of Sydney.
Wage increases in currently operating agreements by industry

- Total: 4.0%
- Personal & Other Services: 4.4%
- Cultural & Recreative Services: 3.5%
- Health & Community Services: 4.0%
- Education: 4.0%
- Govt Administration & Defence: 3.9%
- Property & Business Services: 4.0%
- Finance & Insurance: 3.7%
- Communication Services: 3.7%
- Transport & Storage: 4.0%
- Accomodation, Cafes & Restuarants: 3.5%
- Retail Trade: 3.3%
- Wholesale Trade: 4.0%
- Construction: 4.2%
- Electricity Gas & Water: 4.4%
- Manufacturing: 4.1%
- Mining: 3.6%
- Agriculture, Forestry, Fishing: 3.1%
high wage outcomes in March 2004 quarter agreements

As in previous ADAM reports flexibility has remained a dominant theme in higher wage outcome agreements. In order to achieve these higher levels of flexibility various workplace practices were instituted such as increasing the span of hours worked, allowing employees to utilize flexible start and finishing times, and the introduction of additional leave entitlements such as RDOs. Other working arrangements relating to the removal of demarcation barriers were also included in various agreements. The main objective of such practices relates to the more effective utilization of skills, thereby creating a more efficient workplace.

However various agreements suggested that a performance linked wage structure remained a dominant feature of agreements. In order to receive the ‘at risk’ component of their wage increase employees were required to meet a number of performance measures. These included measures relating to sales targets, customer service levels and a reduction in lost time.

One final observation from this quarter was the increase in importance placed on training undertaken by employees. In an effort to gain a competitive advantage by maintaining a highly trained workforce, employers have included financial incentives for training modules completed by employees.
Table 1.1: Key features of higher than average wage increases in December 2003 quarter enterprise agreements

<table>
<thead>
<tr>
<th>Industry (AAWI)</th>
<th>Key Provisions</th>
</tr>
</thead>
</table>
| Vehicle Parts Manufacturing Sector (AAWI 8.8%) | • This is a 24 month agreement providing employees with a 17.6% total wage increase. These increases are paid in three installments.  
  • Higher wages are a result of a new classification structure that has been introduced.  
  • The new wage rates were developed in line with competitive market rates. The new wage rates and classification structure also increased uniformity across the whole organization.  
  • This agreement demonstrates a firm commitment to maintaining skills via nationally accredited training programs. |
| Pharmaceutical Manufacturing Sector (AAWI 6.7%) | • This 12 month agreement provides for a guaranteed wage increase of 3.7%. However employees are able to receive an additional 3% if certain KPIs are met. These KPIs include, but are not limited to the following: plant conversion costs, lost time injuries and absenteeism. The at risk component of this wage increase is innovative due to the use of a sliding scale to determine the appropriate wage increase that will be received by all employees based on the number of KPIs met.  
  • This enterprise demonstrates a high commitment to consultation by indicating that the KPIs used to measure overall company performance will be reviewed and monitored by the formal consultative committee established at the workplace. |
| Construction Sector (AAWI 6.0%)        | • This 24 month agreement provides employees with a total wage increase of 12%. This increase is in recognition of an increase in the number of hours worked from 38 to 40 per week.  
  • The wage increase provided to employees is also in lieu of industry specific allowances which have been absorbed into the employees’ base wage.  
  • To further enhance workplace flexibility, the parties have also agreed to increase the number of hours that can be worked in any week. Employees can now be required to work up to 48 hours per week. |
| Transport Sector (AAWI 5.9%)           | • This 30 month agreement provides employees with a total wage increase of 14.75%. Employees will receive two annual increases of 4% |
during the first two years of the agreement followed by an additional 3% increase during the final year of the agreement.

- Although there seems to me no visible sign of any trade off relating to other employee entitlements, employees have the opportunity to receive a yearly bonus based on their performance which can range for 0.75 to 1.5% of an employees salary. This payment is contingent on the outcome of individual performance appraisals that assess not only an each individuals contribution to the overall business but also the contribute they make to team based work utilized within the organization.

| Food Manufacturing Industry (AAWI 5.5%) | This 24 month agreement provides for a guaranteed total wage increase of 11.0%. This increase is paid in two installments of 5.5%.

- The higher wages are in compensation for an increased flexibility of hours of work. This flexibility of hours has seen a return to a 35 hour week with the absorption of the absorption of rostered days off. A further provision is the agreement is the employer's ability to alter start and finishing times. |


Note: High wage agreements are defined as those delivering an AAWI of 5% or above.
special issue – elder care in enterprise agreements

Family flexible work practices are an increasingly familiar concept in enterprise agreements in Australia. However, much of the focus in family friendly work practices is on the needs of those caring for children and young people. There has been little emphasis to date in the workplace on the needs of workers who care for elderly or ageing family members.

In March 2004 the ACTU\(^1\) announced its intention to seek up to five days of paid leave per annum for workers to care for elderly family members in its Work and Family Test Case. In particular the ACTU is seeking new family-friendly standards in a range of industrial awards. These include:

- A claim for five days' leave to care specifically for sick or needy relatives to complement existing sick leave entitlements.
- Allowing employees to vary their roster schedules or place of work.
- The ability of workers to 'buy' up to six weeks extra annual leave so they can care for ageing relatives.

Given the ageing of the Australian population, the increased emphasis on home-based care for the elderly and disabled and the focus on working longer, the issue of elder care will be of increasing importance for Australian workers into the future.

**an ageing population**

Professor Graeme Hugo, of Adelaide University\(^2\), argues that the Australian population will continue to age over the next 50 years with the median age increasing from its current level of 34.9 years to 38.7 years in 2011, 41.5 years in 2021 and 46.5 years in 2051. The ageing of the population will be relatively slow in the next decade, but will increase at a much faster rate between 2006 and 2031 as the post-war baby boom cohorts enter the 65+ age group. He argues that the older population will double in less than thirty years while the total population will increase by less than a quarter over this period. The substantial growth of the elderly in Australia will create increased demand for health care and will place pressure on Australia’s welfare systems.

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The Federal Government has indicated that one of the solutions to the challenge of our ageing population is to implement policies designed to promote economic growth, especially through increases in labour force participation and productivity. Key policy approaches for increasing labour force participation include:

- Improvement in the capacity for work through better health and education;
- Better incentives for work; and
- Improved workplace flexibility.

These policy approaches include improving lifelong education and training for workers, a focus on preventative health including promotion of healthy lifestyles and worker wellbeing, improving incentives for workers to continue working past the traditional age of retirement and providing improved flexibility in the workplace for workers with caring responsibilities.

**Community-based caring**

In Australia, the last ten years have seen a trend away from institutionalised care for ageing and disabled family members. As a consequence there has been increased emphasis on community care with informal carers, such as family members, friends and neighbours becoming an increasingly important source of assistance. Caring for family and friends can affect carers financially, physically and emotionally, and may impact on their capacity to pursue education and employment.

The ABS reported in 1998, there were 2.3 million carers in Australia, representing approximately 13% of the population. They found that most informal care is given to family members living in the same household, with three quarters of carers providing care for a household member. However, these figures do not differentiate between people caring for the elderly, for children and for the disabled. Those caring for the elderly are less likely to live in the same household as those they care for than other carers. ABS statistics are also likely to underestimate the number of carers in the community, counting only those people who identify as carers, and those who are the primary care givers rather than those who provide supplementary or periodic care or undertake other caring duties.

Caring responsibilities impact upon a carer’s capacity to engage in paid employment. Such responsibilities can reduce a carer’s labour force participation, reduce their hours of employment, or place demands on the individual to take longer periods of time off from work. The ABS study showed that in 1998, less than half (45%) of all primary carers of working age (15-64 years) were employed. Table 2.1 shows that of

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3 Department of Communications Information Technology and the Arts, “Australia's Demographic Challenges,” (Canberra: Commonwealth of Australia, 2004).
those carers who were working 10.8% found that they often needed time off work for caring, while 9.8% had reduced their hours of work since they had begun caring for the individual. A significant proportion (3%) had also needed to take more than three months off from work in order to care for their family member. Once again, the statistics do not distinguish between the types of people cared for. People who care for the elderly are more likely to be employed than other carers and hence more likely to need workplace flexibility.

Table 2.1 selected effects on work from providing primary care, 1998

<table>
<thead>
<tr>
<th>Primary carers aged 15-64 years living in households</th>
<th>%</th>
</tr>
</thead>
<tbody>
<tr>
<td>Often needs time off from work because of caring role</td>
<td>10.8</td>
</tr>
<tr>
<td>Has needed to leave work for at least 3 months to care for main recipient</td>
<td>3.0</td>
</tr>
<tr>
<td>Has had to work more hours each week since began caring for main recipient</td>
<td>3.4</td>
</tr>
<tr>
<td>Has had to work fewer hours each week since began caring for main recipient</td>
<td>9.8</td>
</tr>
</tbody>
</table>

Source: ABS, "Family - Family Services: Caring in the Community," in Australian Social Trends (Canberra: 2001)

elder care and workers

Responsibility for elder care is likely to increase in importance as an industrial issue. Older workers will continue working for more years while facing increased caring responsibilities for an ageing partner, while younger workers will have increasing responsibility for ageing parents.

Workers providing elder care may confront similar issues to those caring for young children. Elder care responsibilities may include help with any or all of the following:

- **Personal needs**—washing, dressing, eating.
- **Financial needs**—paying bills, bank deposits.
- **Household needs**—shopping, cooking, cleaning, laundry.
- **Transportation needs**—rides to and from the doctor and/or hospital

Full-time workers may need greater workplace flexibility to enable them to fit these responsibilities around their working hours, before and after work, on the weekends and during their vacations. Many people caring for elderly family members also carry the added responsibilities of caring for their own children and other family members who place demands on their time.

It is often assumed that the main requirement for elder care is emergency leave for urgent care needs, however this is not always the case. Elder care can involve the
daily round of responsibilities described above, or it can involve providing the elderly with respite from the loneliness, boredom, and routine of caring for themselves. Workers may also provide a secondary role of supplying respite for other family members who are the primary care givers for the elderly individual. For this reason it is often difficult to develop employment practices that assist those individuals who may not be the primary care giver, but who do provide support to elderly family members on a periodic basis. Elder care is often care for people with long-term and chronic complaints that do not have a foreseeable resolution, but rather place ongoing burdens on the workers concerned. For these reasons employers will need to provide a variety of flexible solutions to address the complexity of workers’ caring responsibilities.

US examples of elder care programs in the workplace

The federation of United States unions, the AFL-CIO and the Labor Project for Working Families\(^5\) provide details of a number of elder care programs that have recently been achieved through union bargaining in the United States. The following are a sample of these programs.

resource & referral programs

**UNITED AUTO WORKERS & GENERAL MOTORS CORP:** GM and the UAW established an Elder Care Program, developed by a joint task force of union and management reps and outside consultants, to serve the growing needs of their workers and help caregivers resolve their elder-care concerns. The program offers resource and referral services to all UAW-GM workers and their immediate family members through a third-party service provider. By telephoning the toll-free Elder Care Response Line, members can reach a qualified case manager 24 hours a day and receive personal consultations, educational materials and individualized referrals. There is also a home-assessment component where an employee, concerned about the health and/or safety of an elderly family member who lives far away, can get an in-home assessment by a qualified health-care professional who observed the well-being of the elderly person.

**INTERNATIONAL BROTHERHOOD OF ELECTRICAL WORKERS LOCAL 1245 & PG&E:** IBEW successfully negotiated an Elder Care Resource and Referral Program for its members. The program refers employees to available information about the types of services and options in the community, resource materials on community referral

services, social services groups, outside professionals, and information on social security and Medicare/Medicaid.

**pre-tax (salary packaging) programs**

**INTERNATIONAL UNION OF ELECTRICAL WORKERS AND GENERAL ELECTRIC CORPORATION:** The IUE and GE established a Dependent Care Reimbursement Account allowing eligible employees to designate an amount of up to $5,000 to be deducted from their pay on a pre-tax basis. Funds in the Account can be used to reimburse employees for day care for children under age 15 or for dependent care for another dependent of the employee who is mentally or physically unable to care for himself or herself.

**UNION OF NEEDLETRADES, INDUSTRIAL AND TEXTILE EMPLOYEES LOCAL 14A AND XEROX CORPORATION:** Under a UNITE! Local 14A contract with Xerox, employees may elect to redirect up to $5,000 of pay into a Dependent Care Account to fund dependent care expenses with pre-tax dollars to the extent allowed by law.

**elder care fund**

**HOTEL EMPLOYEES AND RESTAURANT EMPLOYEES INTERNATIONAL UNION LOCAL 2 AND SAN FRANCISCO HOTEL MULTI-EMPLOYER GROUP:** HERE Local 2 negotiated a child and elder care fund for hotel employees funded by an employer contribution of 15 cents for every hour worked by an eligible union member. Up to 100 members may claim up to $150 per month for non-reimbursed expenses related to providing for the health and basic needs of a spouse, parent, parent-in-law, grandparent, or domestic partner.

**THE COMMUNICATION WORKERS OF AMERICA, THE INTERNATIONAL BROTHERHOOD OF ELECTRICAL WORKERS LOCAL 2213 AND NYNEX:** CWA. And IBEW Local 2213 negotiated a $7 million childcare and elder care fund over the life of their contract with NYNEX. The fund will help pay a portion of child and elder care expenses which will not be taxed. Guidelines have been established which will pay for pre-school, school age and elder-care expenses with licensed or legally operating providers

**support services**

**INTERNATIONAL BROTHERHOOD OF TEAMSTERS:** Teamsters in New York City established an active and growing Retiree Division whose slogan is "Retired From Work, Not From the Union". The union's retirees live primarily in the New York area, but about 15% are spread out across the United States. Through the Retiree division, the Union offers services such as retirement planning, benefits counseling, counseling on other retirement issues including relocation, homecare, work-to-retirement transitioning, second careers, recreation, and other concerns; outreach including a newsletter keeping retirees in touch with their union each month, membership and
neighborhood meetings, and weekly telephone calls to homebound retirees; classes on a variety of topics; and recreational and social programs.

**long term care**

*UNITED AUTO WORKERS & MICHIGAN BLUE CROSS-BLUE SHIELD:* Blue Cross-Blue Shield agreed to sponsor a long term care (LTC) insurance product which employees may purchase at group rates through payroll deduction. Under an LTC policy, services are generally available to the employee, spouse and sometimes the parents or parents-in-law, to assist them in meeting needs such as adult day care, home health, skilled nursing care and custodial care.

**elder care in Australian enterprise agreements**

Family flexible work practices in enterprise agreements are relatively common today with 42% of agreements in the ADAM database providing for some form of family flexible work practice such as family/carers leave, parental leave, child care arrangements and part-time work flexibility. However, many of these agreements focus on providing support to people with children and younger families. Other agreements simply provide the statutory requirements for family/carers leave in their jurisdiction. When both of these groups are excluded from the statistics, only 15% of agreements provide innovative approaches for those caring for elderly relatives.

Many enterprise agreements in Australia do include a provision for family or carers leave which includes a standard description of those people that workers may take time off to care for. These frequently include elderly relations. While, these standard provisions do provide some flexibility for workers caring for elderly relatives, they do not address the range of issues faced by these carers. Such clauses also restrict the taking of leave to those who are the primary care givers for their elderly relations. For example:

**MINING INDUSTRY**

**“20 FAMILY/CARERS LEAVE**

20.1 An employee with responsibilities in relation to either members of their immediate family or members of their household who need their care and support shall be entitled to use, in accordance with this subclause, any sick leave entitlement accrued for absences to provide care and support for such persons when they are ill.

20.2 The employee shall, if required, establish by production of a medical certificate or statutory declaration, the illness of the person concerned.

20.3 The entitlement to use sick leave in accordance with this subclause is subject to:
20.3.1 The employee being responsible for the care of the person concerned, and
20.3.2 The person concerned being either;
   i) A member of the employee's immediate family; or
   ii) A member of the employee's household.
20.3.3 The term "immediate family" includes;
   i) A spouse (including a former spouse, de facto spouse and a former de facto
      spouse) of the employee. A de facto spouse, in relation to a person, means a person
      of the opposite sex to the first mentioned person who lives with the first mentioned
      person as the husband or wife of that person on a bona fide domestic basis
      although not legally married to that person; and
   ii) A child or an adult child (including adopted child, a step child or an ex nuptial
       child), parent, grandparent, grandchild or sibling of the employee or spouse of the
       employee.

20.4 The employee shall, wherever practical, give the Company notice prior to the
absence of the intention to take the leave, the name of the person requiring care and
their relationship to the employee, the reasons for taking such leave and estimated
length of absence. If it is not practicable for the employee to give prior notice of
absence, the employee shall notify the Company by telephone of such absence at the
first opportunity on the day of the absence.

20.5 An employee may elect, with the consent of the company, to take unpaid leave
for the purpose of providing care to a family member who is ill.”

An alternative approach adopted by many employers is to provide a generic
commitment to work and family initiatives without giving specific details of
entitlements. The following clause, from the social welfare industry provides a
commitment to family friendly work practices for elderly family members, but does
not provide any details of other provisions.

**SOCIAL WELFARE SECTOR**

“3.5 Family Friendly Work Practices

The employer is committed to promoting and implementing family friendly work
policies to achieve the benefits of assisting employees to balance the responsibilities
and demands of work and family. Family responsibilities include the care of
dependent children, immediate family members and elderly family members or
relatives with disabilities or illnesses. These work practices will be available to both
male and female employees, married and single employees, who have family
responsibilities.
Where possible, the employer will introduce and promote the use of family friendly work practices which:

a) assist employees balance their work and family responsibilities, and;

b) improve workplace flexibility, productivity and efficiency and reduce staff turnover and absenteeism”

Similarly the following clause from a public sector agreement commits the employer to the provision of information to assist employees deal with a range of issues arising from the work/family balance.

PUBLIC SECTOR

“37 PROVISION OF WELLNESS INFORMATION

The employee recognises that being informed is an important factor in individual and organisational wellness.

The employer will provide employees with a range of information through Human Resources Services, the Peak JCC, Divisional JCCs and (the organisation’s) Bulletin. This information will include –

- Local child care facilities, family day care and vacation care;
- Elder and other dependent care initiatives;
- Physical wellness issues;
- Cultural activities; and
- Activities and/or issues relation to locale of (the organisation’s) offices.”

As discussed above, many employers consider that the greatest need for family flexibility arises in situations of family emergency. This is not always the case, and the following clause from the insurance industry specifically extends the coverage of family, emergency and carers leave to cover care for an elderly relative.

INSURANCE INDUSTRY

“(c) Family and Emergency Leave

(i) … employees are entitled, under existing Award provisions, to Family and Emergency Leave for personal circumstances that require the employee to care for a financially or otherwise dependent ‘immediate family member’, or to respond to an emergency or unforeseen circumstance that may arise in the employee’s personal or domestic situation. The Award provision entitles employees, subject to certain conditions; to utilise sick leave credits for the purpose of family and emergency leave.
(ii) The Award provision of Family Leave for personal circumstances will be extended to include the emergency care of elderly parents or elderly relatives for whom the employee is the primary care-giver.

(iii) Employees will also be entitled to additional family and emergency leave. Employees can utilise up to two (2) days paid leave in a year that does not require employees to use their sick leave credits. Employees will be able to draw down on that entitlement before utilising sick leave credits for Family and Emergency Leave Purposes.

(iv) The two days paid leave may be taken in half days and is not cumulative from year to year. The same conditions of eligibility and notification requirements as set out under the Award provision will apply except for the extension of the provision for the emergency care of elderly parents or elderly relatives for whom the employee is the primary care-giver.

(d) Personal Carer's Leave

The current Award provisions in relation to Compassionate Leave have been extended to include grandparents and grandchildren.”

In contrast to this agreement, the following clause, from the local government sector, recognises the long-term nature of caring responsibilities and allows employees to take a combination of both paid and extra unpaid leave for up to 52 weeks in order to care for an elderly or disabled family member.

**LOCAL GOVERNMENT SECTOR**

“CLAUSE 24 - CARER'S LEAVE

Employees who make application may be granted (by the Chief Executive officer or his/her delegate) up to 12 months leave without pay to care for an immediate family member or a member of their household subject to the following conditions:

24.1 The employee shall have five years continuous service at the time of taken the leave.

24.2 The employee must be the primary care giver for the person concerned.

24.3 The ‘person concerned’ must be a member of the employee’s immediate family or member of their household. The employee shall, in their application, give the employer the name of the person requiring care and their relationship to the employee, their reasons for taking such leave including the degree of dependency required and length of absence.

24.4 Employees may work for Council on a casual basis while on carer’s leave. The rate of pay will be based on the classification of the position to which the employee is so engaged.
24.5 Absence on carer’s leave shall not break the continuity of service of an employee but shall not be taken into account (other than when engaged as a casual) in calculating the period of service for any purpose defined in the Award or Agreement.
24.6 An employee on carer’s leave for up to three months is entitled to the position which he or she held immediately before proceeding on carer’s leave.
24.7 An employee, upon returning to work after carer's leave of more than three months duration, shall be entitled to a position at the same classification.
24.8 Carer’s leave may be extended but under no circumstances will the absence on carer's leave extend beyond 12 months.
24.9 Carer’s leave may be taken immediately following a period of Family Leave (where applicable). In these instances the combined period of leave shall not extend beyond 2 years. Carer’s leave shall not be taken ‘back to back’ with professional development leave.”

An alternative approach adopted by some employers is to include elder care as one of the conditions under which employees may seek to work part-time or utilise job sharing provisions. The following clause from a public sector agreement recognises the time constraints faced by workers with caring responsibilities both for elder care and the care of younger families.

**PUBLIC SECTOR**

“46. Regular Part Time Work and Job Sharing

46.1 The parties recognise that Regular Part Time Work and Job Sharing can be an effective means of reconciling the sometimes conflicting demands of an employee's work and personal commitments. To that end, Regular Part Time Work and Job Sharing are available to employees on the following basis.

Regular Part-time Work

46.2 Employees who work part time hours are those whose regular hours of work are less than those of a full time employee for that relevant classification over a four week period.

46.3 The Agency is committed to providing employees with opportunities to access part-time work so that they can more easily balance their work and life responsibilities. These responsibilities might include primary responsibility for a pre-school child, care of elderly parents or caring for a family member with a disability.

46.4 Applications for part-time work will be considered on the basis of the personal needs of the employee, taking into consideration operational requirements.”
An approach that is relatively rare in Australian enterprise agreements is for employers to provide assistance to workers with elder care responsibility through the development of elder care referral services, and through providing assistance with dependent care costs.

**INSURANCE INDUSTRY**

“The employer is committed to assisting staff with caring issues. The employers work and family survey indicated that the most significant problem associated with caring was finding a suitable placement for those needing care…

The childcare referral service has been enhanced to include elder care and country child care places. The database will be updated regularly to better meet the needs of staff who use it.

The employer is committed to assisting any staff member who may experience difficulty in attending training courses because of existing caring commitments. Any staff member who requires assistance will have their request favourably considered.”

**INSURANCE INDUSTRY**

“4.15 Reimbursement of Additional Dependant Care Costs
Employees will be reimbursed for reasonable penalty or additional dependant care costs incurred due to extended work hours (for example, overtime worked on an ad-hoc basis) and attending conferences/training courses or compulsory work function outside of normal work hours.

Employees will receive reimbursement where:
- they can provide evidence of additional costs incurred
- their manager has authorised the additional hours worked or attendance at conferences, training courses or compulsory work functions
- their manager has agreed to the reimbursement prior to the additional hours worked or attendance at the conference, training course or compulsory work function

4.16 Dependant Care Issues
Employees with dependant care responsibilities will be given sufficient flexibility within the work environment to attend to these needs. This may require a change to hours worked, or other arrangements that will be subject to negotiation with the specific manager of the employee concerned.”

Overall, there are a small number of employers who have introduced new and innovative approaches to assist their workers to deal with their caring responsibilities. However, the focus of most carer provisions is on young families and child care and the incidence of elder care provisions in enterprise agreements is still relatively minor. Amongst those agreements that provide for elder care the focus tends to be on emergency care needs rather than the ongoing needs associated with ageing. Many
agreements also assume that the carers need time off to deal with illness and
disability, not for the care of people who are simply old and need extra help and
company. Approaches to elder care in enterprise agreements are also generally
limited to those workers who are the primary care givers rather than those who
provide supplementary or periodic care. Little thought is given in enterprise
agreements to assisting those carers whose elderly relatives do not live in the same
household or even in the same city.

Employers developing enterprise agreements need to consult with their employees
about their specific needs in caring for elderly relatives. They need to develop
flexible approaches that recognise both the urgent and ongoing care needs of the
elderly, the need for carers to continue working and the shared nature of caring
responsibilities.

Given the demographic changes facing Australia, and the pressure that an ageing
population will place on health and welfare services, the need for elder care will
become a major issue for employers over the next decade. Employers will need to
take steps to address these issues in their workplaces.

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innovative clauses

flexibility in pay and leave arrangements

Several agreements this quarter demonstrate a commitment to ensuring flexible working arrangements are implemented at the workplace. Two of the agreements highlight a possible emerging trend of providing employees with an advance payment of entitlements such as sick and annual leave. The inclusion of such provisions recognize the need to provide a higher level of flexibility in terms of access to entitlements in order to accommodate the range of circumstances facing employees. By removing any prerequisite period of employment before accessing these entitlements, employees are able to more effectively cope with any unforeseen financial needs that may occur.

The first agreement comes from the mining sector and provides employees with an advance payment of their annual sick leave entitlement. The first payment of half the employees’ entitlement will occur on the commencement of employment, with the remainder of the entitlement being paid six months thereafter. This agreement adopts an additional innovative approach by offering employees a choice of how to receive their payment. Employees can choose to receive lump-sum payments or have the appropriate amount debited to their nominated superannuation fund. Although payment is provided in advance, this does not remove the employer’s right to require explanations for any absences that may occur.

The second agreement from the retail industry also provides employees the ability to receive advance payments for several entitlements such as sick leave, public holiday penalty rates and annual leave entitlements. This agreement is more indicative of an arrangement for absorbing pre-existing employee entitlements into a base wage, therefore allowing both parties a higher level of flexibility in relation to the payment of wages and the taking of such entitlements.

The final agreement highlighted in this section provides a more flexible approach to the access of annual leave entitlements. This is facilitated by the inclusion of a pay averaging arrangement that allows employees to access two additional weeks of annual leave in exchange for a reduction of 1/52 of an employees wage for each additional week of leave accessed. Employees are only able to take advantage of such a scheme after 2 years of continuous employment. The inclusion of such provisions provides a more innovative approach to ensuring personal commitments can be met whilst providing employers with a level of discretion in determining when such an arrangement can be utilized.
MINING INDUSTRY

“9. SICK LEAVE

9.1 Sick leave will be paid in advance to the individual or a nominated superannuation fund on a twice yearly basis, once on commencement of employment and each six months thereafter in lump sums equivalent to half of the calculation of fifteen days of ten hours ordinary pay.

9.2 Accordingly, when an employee is absent due to illness or injury, no sick leave payment will be made for such days.

9.3 This does not interfere with the employer's right to require explanations for absences, to implement an absenteeism review procedure or to take disciplinary action in the event of undue absenteeism nor does it interfere with the employee's rights, in the event of a dispute over such action, to process the matter through the disputes procedure.

9.4 Given that sick leave is paid in advance, employees shall notify, of any absence prior to the first shift affected and advise the expected duration of the absence.

9.5 Should an employee terminate their employment or be terminated for reasons other than redundancy during any six (6) monthly term, then advanced payment for sick leave will be deducted on a pro rata basis from monies owing.”

RETAIL INDUSTRY

“Remuneration Options

13 Advance Payment of Leave Benefits

13.1 You may choose to receive advance payment of your leave entitlements.

13.2 If you choose to receive advance payment of leave entitlements you will be paid an additional:

   a) 3.85 percent of your base rate of pay in respect of paid sick leave entitlements;

   b) 3.85 percent of your base rate of pay in respect of paid public holiday leave entitlements;

   c) 9.0 percent of your base rate of pay in respect of paid annual leave entitlements;

13.3 If you receive advance payment of leave entitlements you are not be entitled to any additional payment when taking sick leave, public holidays or annual leave.

13.4 If you choose to receive advance payment of your leave entitlements you will be paid for any annual leave that accrued before you chose to receive advance payments.
13.5 You must request in writing to receive advance payment of your leave entitlements. A request for advance payment of leave entitlements lasts for 12 months from the time you make it.”

**INSURANCE INDUSTRY**

“13.2 Pay Averaging

13.2.1 Pay Averaging arrangements allow employees, subject to Management agreement, to increase their leave entitlement, in return for a reduced annual salary. Staff may choose to average their pay to access up to two weeks additional leave by averaging their pay over 52 weeks. Annual salary will be reduced by 1/52 for each extra week of leave. An salary based entitlements and conditions will be based on the employees' reduced salary.

13.2.2 Access to additional annual leave via Pay Averaging is subject to the following conditions:

(a) Participation in Pay Averaging is available to permanent employees following completion of two years' continuous service.

(b) Participation in pay averaging is subject to business needs and must be agreed between the Manager and the employee.

(c) There must be mutual agreement between the employee and their Manager when annual and averaged leave will be taken, prior to any Pay Averaging arrangements being established. Leave must be taken in a manner consistent with business needs.

(d) If an employee has an entitled annual leave credit, they must reduce this entitled annual leave credit to below 20 days before entering into Pay Averaging arrangements.

(e) An employee must enter Pay Averaging for a complete 12 month period at the commencement of the calendar year. The employee cannot withdraw from Pay Averaging during the 12 month period. Participation in Pay Averaging will be reviewed by the Manager and the employee upon the anniversary of the arrangement being made. Pay Averaging is not transferable between employment roles, and is subject to approval by the new Manager.

(f) An employee seeking to participate in Pay Averaging is required to make application to their Manager by no later than 30 September in the year preceding commencement of the period for the Pay Averaging period. In turn, Management will be required to respond to the application within 30 days of receipt of the application.

13.2.3 The employer will continue to work with the FSU to implement Pay Averaging.
13.2.4 If an employee dies or is retrenched whilst participating in a Pay Averaging arrangement, any entitlements payable on termination shall be at the rate of pay they would be entitled to had they not entered into the arrangement.”

**leave provisions**

Several agreements this quarter have offered innovative and generous leave provisions. This type of innovation represents a move away from traditional leave provisions. The following leave entitlements have been designed to suit both the employees’ personal and professional needs.

The first agreement from the vehicle manufacturing industry provides employees with financial incentives to reduce unnecessary sick leave absences. The provisions of this clause are two-fold. First, this provision recognizes and rewards long-term employees who have an accrued credit of 21 days by providing additional financial stability in the way of an additional 24 days sick leave during periods of long-term illness or injury. Second, employees are entitled to convert unused sick leave entitlements into a cash payment on termination.

The second agreement from the vehicle industry seeks to recognize the financial costs associated with child birth. To cushion the effect of the compulsory six week absence required by the Award, employees on commencement of maternity leave receive a $2000 lump sum payment, not too dissimilar to the new baby bonus scheme introduced by the Federal Government in 2004.

The third agreement from the food and beverage manufacturing industry gives a very generous leave loading to a particular group of staff. Maltsters receive a loading of 50% for the four week period of leave.

**MOTOR VEHICLE INDUSTRY**

“27. LEAVE FLEXIBILITY MEASURES

(a) Extended Sick Pay Entitlements

The purpose of this Clause is to reward employees who do not use all of their sick pay, by supporting them if they incur a serious illness or injury which keeps them off work for more than a month

When an employee has accrued twenty-one (21) days of paid sick leave credit, the employee will immediately become entitled to a further forty-five (45) extra days sick pay on the following conditions:
(i) The extra entitlement is used specifically for long term or recurrence of an injury or illness after all the accrued sick pay has been used.
(ii) When the extra entitlement expires (ie: it is used or the number of accrued sick days falls below 21), the employee must again accrue 21 days of sick pay before becoming eligible for it
(iii) Entitlements to extra pay beyond 45 days will be decided by the Company, on consideration of the circumstances in each case.

(b) Payment of Sick Leave on Retirement or Retrenchment

The purpose of this Clause is to reward employees who have not used their sick pay, by converting sick pay to a cash benefit on termination.

When an employee's service is terminated due to:-
- retrenchment,
- normal retirement,
- retirement due to permanent incapacity and/or illness (including for worker's compensation related incapacity), or
- death,

employees (or, in the case of death, their estates) will be paid a sum which is equivalent to the cash value (at their normal time rate) of all unused sick pay. This payment will be taxed at the appropriate rate. Where the person has more than twenty-one (21) days of accrued sick pay due, the payment will not include forty-five (45) days extra entitilements, as provided in sub-clause (a) above.

(c) Sick Pay and Other Leave to be accrued, taken and paid in hours

The purpose of this Clause is to encourage employees to use the minimum amount of sick pay and leave necessary for their recovery or chosen purpose.

In order to provide greater flexibility for employees and to assist in the efficient maintenance of leave records, it is agreed that annual leave, sick leave and long service leave entitlements will be calculated and paid in hourly increments rather than in days.

(d) Single Occasion Absences for Sick Leave

An employee shall not be entitled to single days of paid sick leave on more than two occasions in any one year of service unless the employee produces to the employer:-

i) a certificate from a qualified medical practitioner which meet the guidelines in Clause 7.6.1 0 of the Award, or in the event that after genuine attempts to see a medical practitioner the employee is unable to make an appointment;
ii) a statutory declaration signed by a Justice of the Peace making a solemn declaration of illness and attempt to see a medical practitioner will be acceptable.

For the purpose of sick leave the term occasions as specified in Clause 7.6.3. of the Vehicle Industry Award 2000 will relate to a period of greater than four hours.”

**MOTOR VEHICLE INDUSTRY**

**“35. MATERNITY LEAVE**

An employee, who, under the conditions of the Vehicle Industry Award 2000, applies for and takes maternity leave, will in addition, be entitled to apply for and receive a lump sum gross payment of $2000.00.

This payment will be referred to as the Maternity Leave Payment. The Maternity Leave Payment will be made as a lump sum through the company's normal payroll procedures and taxed at the appropriate rate. The purpose of the payment is to partially cushion the effect of the compulsory 6 week absence from work required by the award.

The Maternity Leave Payment will be paid under the following conditions:

(i) An employee claiming the Maternity Leave Payment shall enter a written agreement to repay the Grant if she does not remain in employment with the company for at least 3 months after her return from Maternity Leave. Provided that she will retain the Grant without conditions if:

(ii) the employee is obliged to resign her position after the birth, for medical reasons relating to the new child, or

(iii) the pregnancy terminates after 28 weeks, other than by the birth of a living child.

(ii) If the employee chooses not to apply for the payment before she commences unpaid maternity leave, she will be eligible to apply at any time during the period of maternity leave

(iii) These provisions apply to female employees who give birth to a child on or after the date of operation of this agreement and will be applied in conjunction with the Maternity Leave clauses in the Vehicle Industry Award 2000 (7.2).”

**FOOD AND BEVERAGE MANUFACTURING**

**“Part 7 - Leave of Absence**

**Clause 7.1 - Annual Leave**

7.1.1 An annual leave entitlement of four (four) weeks on full pay at the completion of each year of continuous service shall be applicable to all Permanent employees.
7.1.2 Where an employee's services are terminated for any reason and having been employed for less than twelve (12) months, a payment pro rata annual leave entitlement will be applicable.

Maltsters 140 hours per annum

Clause 7.2 - Annual Leave Payments (Annual Leave Loading)
In addition to the payment of annual leave, each Permanent employee will receive an annual leave loading of the employee's annual leave entitlement in respect of four weeks leave per year. Such payment shall be paid in proportion to the leave taken.

Maltsters 50% of base entitlement

**training**

Increased competition has required organizations to ensure that their workforce remains highly skilled in all areas including industrial matters. The first agreement relates to the provision of trade union training leave and covers employees from the building and construction industry. This provision is innovative due to the high level of leave granted to the recognized shop steward which totals 10 paid days. An additional innovative element of this provision relates to the ability of such leave to accumulate from year to year which ensures that employee representatives are able to guarantee access to extended leave in order to acquire additional skills and knowledge by participating in trade union training courses when necessary.

The second agreement from the communication industry provides a more comprehensive provision outlining the objectives and key elements of a training initiative. In addition to the provision of paid training outside normal working hours, this provision provides additional forms of study assistance such as paid study leave and up-front payment of training costs on behalf of employees. If the employee leaves within 2 years of completing further study they are required to reimburse the employer for the cost of such training. In addition, the employer provides recognition of an employee’s acquisition of new skills by issuing of a bonus payment of up to $1,000 for the successful completion of their course. Employees are also encouraged to acquire new skills and knowledge that may not necessarily relate to their work by being entitled to a ‘live and learn’ incentive payment of $100 which can be used to undertake a range of course such as wine appreciation.
BUILDING AND CONSTRUCTION INDUSTRY

“Trade union training leave
(5) The shop steward is entitled to ten (10) days' paid time off work (without loss of ordinary earnings) to attend union training courses and other training courses endorsed by the union. The employer shall not have to pay for more than ten (10) paid days training in total in any calendar year. The employer shall not be responsible for any travel or accommodation costs. The employer shall be notified in writing of the training course to be held, at least fourteen (14) days in advance.

(6) The total of trade union leave shall accumulate year to year if not used.”

COMMUNICATIONS INDUSTRY

“42. Training and Development
Definition of Training: development of knowledge and skills to be used immediately in order to perform a role to specific requirements.
Definition of Development: preparing and educating for future advancement to positions where one's capacity can be fully utilised.

(i) The parties to this Agreement recognise that, in order to increase the efficiency, productivity and competitiveness of industry, a greater commitment to training and skill development is required. Accordingly, the parties commit themselves to:

(a) developing a more highly skilled and flexible workforce;
(b) providing CCTAs with career opportunities through appropriate training to acquire additional skills; and
(c) removing barriers to the utilisation of skills acquired.

(ii) Following consultation with employees, the employer should develop a training programme consistent with:

(a) the current and future skill needs of the enterprise;
(b) the size, structure and nature of the operations of the enterprise;
(c) the need to develop vocational skills relevant to the enterprise through courses conducted on the job or by accredited institutions and providers.

(iii) In developing a training programme, the employer will:

(a) disseminate information on the training programme and the availability of training courses and career opportunities to employees;
(b) monitor and advise on the ongoing effectiveness of the training;
(c) make suggestions on the specific training needs.
(iv)  
(a)  If training is undertaken at the employer’s request during ordinary working hours, the CCTA concerned shall not suffer any loss of ordinary pay.

(b)  Any costs associated with standard fees for prescribed courses and prescribed textbooks (excluding those textbooks which are available in the employer's library) incurred in connection with the undertaking of training shall be reimbursed by the employer upon production of evidence of such expenditure. Provided that reimbursement shall also be on an annual basis subject to the presentation of reports of satisfactory progress.

(c)  Travel costs incurred by a CCTA undertaking training in accordance with this clause which exceed those normally incurred in travelling to and from work shall be reimbursed by the employer.

(v)  CCTAs should undertake such training and retraining as required by the employer.

(vi)  Training and development provides benefits to individual associates and to the organisation as a whole. For individual the benefits of training are:

(vii)  • The provision of new skills.
        • Self-achievement, career and personal development.
        • For the employer, the benefits of training and development are:
            • A more efficient workforce and higher quality of service.
            • The achievement of the employer’s goals, values and objectives.
            • Attracting and retaining talent.
            • An increase in readiness and ability to change.

(vii)  Before training and development for any associate begins, appropriate needs analysis will be completed to establish the development needs. One or more of the following should be used in the analysis:

(viii)  • Business objectives
        • Performance appraisal data
        • Management observation
        • Position profile

(viii)  Training and development will be co-ordinated by HR to ensure quality, cost effectiveness, alignment with Company goals and accurate maintenance of personnel records. The Call Centre Team Leader, in consultation with HR must approve all external courses.
42.2 Study Assistance

(i) The employer supports CCTAs in applying for basic and further training as a step towards professional and personal development. Subject to the recommendation of your Team Leader and with the approval of the Team Director, the employer will support further study as follows:

(ii) Payment
A cheque to cover enrolment fees will be made available on production of proof of enrolment acceptance. Documentation showing successful completion of subjects must be submitted to HR as it becomes available, normally at the end of a semester and before any other fees are paid. If you leave the employer, you will be required to refund any fees already paid in advance. The employer reserves the right to deduct this amount from your accumulated leave entitlements. Should study be approved by your Team Leader that is not directly linked to your current role but is seen as part of your career development and you have been employed for more than 6 months, the employer will pay 50% of course costs upfront. Upon successful course completion and should you remain with the Company for more than 6 months thereafter, the employer will reimburse the remaining course costs.

(iii) Repayment
For approved courses with total fees exceeding $5,000.00, the following repayments exist if you leave the Company of your own volition within 2 years of completion: Within 6 months of completion 100% of costs must be repaid. Between 6 and 12 months of completion 75% of costs must be repaid. Between 1 year and 2 years of completion 50% of costs must be repaid.

(iv) Study Leave
You may take one paid day per subject per semester to undertake study for examinations for approved courses. In addition, if an exam falls within normal business hours, staff will be given time off to attend the exam. Study leave must be approved in advance and is non-cumulative.

(v) Bonus Payments
University Courses
• On achieving a degree - $1,000.00
Other Tertiary Courses
• On achieving a Certificate - $300.00
• On achieving a Diploma - $700.00
Other Courses
• As agreed at time of approval

42.3 Live and Learn Incentive
At the employer, not only do we believe that professional development should be supported, but those skills that are obtained outside of work should also be acknowledged.

Support to learn something outside of work will not only mean that you develop a new enjoyable skill but also will contribute to High Performance and Continuous learning, two of our Big 6 Values.

Therefore, you are entitled to $100.00 per year to voluntarily complete a short course outside of working hours. This could be anything from wine appreciation, a computer, a language or tap dancing course. It is entirely up to you. To obtain reimbursement, you must supply details of the course and receipt to HR. A qualifying period of 12 months' continuous employment with the employer will apply for you to be eligible for this incentive.”

casual work
The use of casual labour remains a prominent feature of the Australian labour market. Casual employment, however, tends to create low levels of job security and restricts access to various types of employee entitlements, such as sick leave, annual leave and redundancy. These factors are normally compensated for by a casual loading or wage. This quarter there is evidence that some employers are attempting to overcome the difficulties by providing a mechanism to transfer employment status from casual to permanent.

The first agreement from the vehicle industry provides a three monthly review of staffing levels, and stipulates that casual employees will be transferred to permanent staff if the employer needs more staff. The provision also provides casuals with permanent status after six months if they have worked over 75% of the available hours. Casual employees are also entitled to participate in all relevant training and have access to rostered days off.

The second agreement from the health sector outlines a mechanism for casual employees to apply for permanent status. This mechanism, however, fails to outline the criteria used to determine the transfer of status.

MOTOR VEHICLE INDUSTRY

“32. CASUAL EMPLOYMENT
a) A casual employee is one engaged as such, and paid by the hour. Provided that a casual employee who is called into work shall be paid a minimum of three hours pay

b) A casual employee for working ordinary time shall be paid per hour one thirty-eighth of the weekly rate prescribed for the work performed, plus 20 percent.

c) All applicable shift allowances, penalties, loadings etc shall be applied to casual employees, according to the shift worked

d) Casual employees may work on any day or all of the days of the week, Monday to Friday for a maximum of 8 hours per day, up to a maximum of 38 hours per week (averaged over a 4-week period) at ordinary time rates The employee will accrue a "credit" for time worked in excess of 7 hours and 36 minutes (and up to 8 hours) on any day. The "credits" accumulated will be paid to the employee and he or she will take a day off, in the period in which the employee's work cell takes the rostered day off.

e) Any time worked in excess of the hours specified in (d) above, shall be paid at the appropriate overtime rate.

f) If the employee has not been working consistently for the four-week period before the RDO, then he or she will continue to accrue "credits" until he or she has accumulated 7.6 hours, and will immediately thereafter be required to take a day off and be paid the accumulated "credits".

g) A casual employee shall be entitled to participate in all relevant training and to be assessed for progression through the career structure.

h) A review of the number of permanent employees shall be made at least every 3 months, and casual employees will be promoted at that time to the permanent staff if required to achieve the number of permanent staff required by the labour capacity plan.

i) At the end of a six month period during which a casual employee has worked for a total of 75% of the available hours in the period (i.e. excluding closedown periods, weekends, stand-down periods or other unplanned plant shutdown) they shall be appointed to the permanent staff.

On appointment to the permanent staff, the commencement date as a casual or a date six months prior to their appointment as a permanent (whichever is the most recent) will be recognised as the commencement date for the purpose of accrual of Long Service Leave and Sick Leave. This will raise an entitlement to retrospective payment for sick leave, bereavement leave, jury service and family leave, (where appropriate notification of these events has been made by the employee) as they occurred during the six month period prior to permanency. On appointment to the permanent staff, the employee will be appointed at pay level V2 or higher.
Appointment to a level higher than V2 is dependent on the person having acquired assessed competencies that would entitle him or her to the higher level.

j) The Union is to be informed of any casual pool increase, including the background and reasons for the change”

**HEALTH SECTOR**

“**Clause 23 - PART-TIME AND CASUAL EMPLOYMENT**

Where a casual employee who is regularly rostered, works beyond 15 hours per week on a regular basis and would otherwise be regarded under the Award as a Part-time employee, the employer and employee may mutually agree that they remain classified as a casual employee.

Alternatively, an employee who is rostered to work regularly but would otherwise be regarded under the award as a casual employee may apply in writing for consideration by the employer to become a part-time employee and therefore have access to all the pro-rata benefits which accrue to part-time employees.

A part-time employee who is rostered to work regularly, such that they are regarded under the Award as a part-time employee, who wishes to become a casual employee, may apply in writing to the employer for consideration to become a casual employee, and therefore forfeit access to all the pro-rata benefits which accrue to part-time employees.

Casual employees will work no more than forty-eight (48) weeks per calendar year and will take the remaining four (4) weeks as unpaid leave. An employer may allow an employee who has worked an average of less than 2 shifts (of 8 hours or less) per week to take a lesser period, or no leave without pay due to their infrequency of attendance at work.

The employer or the employee may, upon one (1) calendar months notice in writing, terminate the classification under this Agreement and revert to the casual or part-time status as per the Award.”
other innovations

Other innovations this quarter include a bonus system to encourage employees not to take industrial action for the duration of the agreement, a disciplinary procedure that feeds into a staff charity donation system and an exemplary clause establishing a consultative committee.

The first agreement, from the metals industry, deals with industrial action outside the bargaining period. The recent decision in the Emwest case found that employees could strike outside the bargaining period over issues not covered by their enterprise agreement. In response, this quarter saw a number of agreements that introduced a productivity bonus calculated on a weekly basis for each week in which employees did not take industrial action.

The second agreement, from the transport industry disciplines workers for poor paperwork performance. Fines are imposed for incorrect paperwork however, these funds are subsequently donated to charity, allowing workers to feel that their contributions are for a worthwhile clause.

The final agreement from the furniture manufacturing industry sets out a best-practice approach to developing a consultative committee. The clause identifies the structure, membership and constitution of the committee, objectives, goals and terms of reference, rights and responsibilities of the committee, decision-making processes, and the resources and facilities available to the committee. Placing such a clause in an enterprise agreement rather than in internal human resource manuals provides the committee with improved rights.

METALS INDUSTRY

“13.5 SHUTDOWN PRODUCTIVITY PAYMENT

(i) A Shutdown Productivity Payment of $71.00 per completed calendar week shall be accrued in recognition of each employee's commitment to abide by the terms of this Agreement and in particular to resolve all grievances cooperatively and in accordance with the established Resolution of Grievances Procedure.

(ii) In any calendar week where any employee or group of employees take any form of industrial action the Shutdown Productivity Payment which otherwise would accrue that week, shall not accrue.

(iii) The accrued Shutdown Productivity Payment shall be paid out on completion of the employee's employment on the Shutdown Works.
(iv) Accrual of the Shutdown Productivity Payment shall not be affected when an employee is on authorised paid leave.”

TRANSPORT INDUSTRY

“Disciplinary Procedure

23. Paperwork Required
(a) Each employee must:
   (i) submit to the Company at the end of the employee's day or shift a correctly completed and legible worksheet;
   (ii) submit to the Company at the end of the employee's day or shift a correctly completed and legible delivery docket for each individual delivery made by the employee during that day or shift;
   in accordance with the Company's policies and procedures in this regard. Failure to submit correctly completed and legible worksheets can result in written warnings or suspension of employment.
(b) The Company may impose a fine on each employee for each incidence of incorrect paperwork, including but not limited to (see schedule C):
   (i) misplaced or unsigned dockets;
   (ii) not attaching all paperwork; and
   (iii) not filling in all paperwork.

All monies collected pursuant to this clause will be donated by the Company to the "Convoy for Kids" campaign or any other appropriate charity as agreed between the Union and the Company.”

FURNITURE MANUFACTURING

“25. CONSULTATIVE STRUCTURE
The parties to this Agreement shall observe the Consultative Committee Constitution set out in Appendix "A" in relation to consultation.

APPENDIX 'A'
CONSULTATIVE COMMITTEE CONSTITUTION

1. OBJECTIVE
The purpose of the Committee is to work towards the long term secure future of Elyse Cabinets and increased financial reward, job security and job satisfaction for employees.

2. GOALS
(a) The making of consistent profits which provide an adequate return on investment.
(b) To increase efficiency, and productivity through effective utilisation of the skills and commitment of employees.
(c) To improve skill levels of employees.
(d) To provide the means for resolving problems which cannot be handled through existing management structures.
(e) To provide for meaningful communication between employees and management (representing the Company) to enable employees to express points of view and contribute to decision making.
(f) To develop and maintain a climate of trust and co-operation between employees and management.
(g) To promote job security.

3. TERMS OF REFERENCE
The Committee may consider workplace issues including but not limited to the following:-
(a) Introduction of New Technology
(b) Changing Work Practices
(c) Training
(d) Advancement Opportunities and Career Path Structures
(e) Workplace Discrimination
(f) Profit Performance
(g) Costs
(h) Wastage
(i) Productivity
(j) Quality Improvement, Control and Accreditation
(k) Work Environment
(l) External Environment
(m) Amenities
(n) Customer Service
(o) Absenteeism

4. MEMBERSHIP AND PROCEDURES
The Committee shall operate according to the following provisions:-
(A) MEMBERSHIP OF THE COMMITTEE
The Committee shall consist minimum of three members, two of whom shall be employee representatives, and one of whom shall be employer representatives.
   (i) A member unable to attend a meeting may nominate a proxy to attend in his/her absence.
   (ii) The Union shall be entitled to send an observer to all meetings of the Committee.
(B) CHAIR
   (i) A Chairperson will be elected by and from the Committee every twelve months.
(ii) The Chairperson position will alternate between Employer and Employee representatives.
(iii) A Deputy Chairperson shall be elected at the same time from the alternate party.
(iv) Both Chairperson and Deputy will have the same rights as other Committee members.

(C) MEETINGS
(i) Meetings shall be held as agreed but at least monthly.
(ii) The quorum for meeting is Three, Two Employee + One Employer representatives.
(iii) Any Committee member may submit agenda items to the Chairperson and Deputy, who shall agree the agenda.

(D) COMMUNICATIONS
(i) Meeting minutes shall be posted on Notice Board for all employees to read.
(ii) The Committee shall determine other means of communication as it sees fit.

5. DISCRIMINATION
Management shall not dismiss or injure an employee in their employment or alter their position to their detriment by reason of the fact that the employee is a member of, or has an interest in the Consultative Committee.

6. RIGHTS AND DUTIES OF REPRESENTATIVES
All members of the committee undertake to carry out their duties in a responsible and honest manner in the spirit of the agreement.
* To attend the meeting.
* To forward apologies to the Secretary if unable to attend.
* To come to the meeting prepared, having read the minutes of previous meeting.
* To study the agenda beforehand and be prepared with notes to make contributions briefly, clearly and perhaps with illustrations on matters affecting them or those they represent.
* To communicate with constituents to establish their views and opinions.
* To represent the view and opinions of those people they represent and not just their own
* To speak on the basis of the facts presented and not on the basis of preconceived ideas not based on facts.
* Encouraging and assisting constituents to submit agenda items.
* Providing explanations of items recorded in the minutes.
* To report back to constituents on Committee business.

7. PAID TIME AVAILABLE TO EMPLOYEE REPRESENTATIVES
Employee representatives on the Committee shall be entitled to reasonable paid time at the appropriate rate to:-
* attend Committee meetings.
8. DECISION MAKING PROCESS OF COMMITTEE
The Committee shall make recommendations that will be considered by management and/or the union. 
The Committee shall reach decisions by consensus only.

9. DISPUTE SETTLEMENT PROCEDURE
The dispute settlement procedure provided for in this agreement shall apply to any disputes which affect the committee.

10. RIGHT OF ACCESS TO ALL RELEVANT INFORMATION
Management and employee representatives have the right of access to all information and documents relevant to issues being considered by the Committee. Should information and/or documents requested or required by the Committee or its representatives be denied because they are “commercial-in-confidence”, such a decision must be fully justified by management. All reasonable effort will be made by representatives to request specific documents and/or items of information within adequate time.

11. EMPLOYEE RESOURCES AND FACILITIES
Employee representatives shall have the right to the following facilities and resources which are necessary for their effective work as Committee representatives.
* lockable filing cabinets
* typing facilities
* photocopying as required
Availability of facilities/resources to CC”
technical notes

**method for calculating average annual percentage wage increases (AAWI) per agreement**

The total wage increase granted over the life of the agreement is divided by the number of months for which the enterprise agreement operates. This figure is then multiplied by twelve to generate an estimate of what the increase would be over a twelve month (annual) period. Estimates of average wage increases are calculated for those agreements that provide for a quantifiable wage increase. Not all agreements provide sufficient information to calculate annual wage increases embodied in them. The majority, however, report either what the rate of increase is or provide sufficient information to calculate it. Flat dollar increases are converted to a percentage by either: b) using the weekly rate of pay that applied prior to the new rates under the new agreement to calculate the equivalent percentage amount, or b) contacting the employer party to the agreement (AWAs excepted). ACIRRT also uses a simple rather than compound percentage wage increase.

The wage increases are those that affect ordinary weekly earnings (base rates of pay). AAWI figures do not include payments in addition to base rates (such as overtime, bonus payments, one-off annualisation of salaries, performance pay, profit-sharing, allowances etc). Wage agreements whose average percentage increase could not be quantified (eg, those introducing a new salary structure) are also excluded from these estimates.

Due to delays in the registration process, some agreements will only run officially for a couple of months. Where is it apparent that the official duration of the agreement is unduly short (ie. less than 9 months), such agreements are excluded from the calculations so as not to artificially raise the estimate of average annual increases contained in all agreements.

The all current wage estimates are the AAWI per agreement for all quantifiable agreements that are yet to reach their nominal expiry date as at the end of the specified quarter.

**Sample**

As at March 2004, the ADAM Database has information on 11,600 registered enterprise (collective) agreements from the Federal and State jurisdictions as follows:

Federal (5657), New South Wales (1944), Queensland (2040), South Australian (849) and Western Australian (1110).
report written by

about the ADAM Database
Since 1993, ACIRRT has maintained the Agreements Database and Monitor (ADAM), Australia’s most comprehensive and authoritative database of enterprise agreements. With detailed up-to-date information on over 11,000 federal and state enterprise agreements and over 1,200 federal AWAs, ADAM is an invaluable resource that is frequently used by IR/HR practitioners, economic analysts, researchers, policy makers, and academics. Information from the ADAM Database is available in two ways:

1. the quarterly ACIRRT ADAM Report (via purchase of single issues)
2. customised ‘ADAM Special Reports’ which are fee for service reports tailored to your information needs

For more information or a no obligation customised quote call Larissa Bamberry on:
Ph: 02 9351 5713
Fax: 02 9351 5615
Email: l.bamberry@econ.usyd.edu.au
Web: www.acirrt.com

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