Single Enterprise Agreement Legislative Checklist

Matter: AG2017/1395 ANMF (Victorian Branch) (Staff and Council) Enterprise Agreement 2016-2020

Member: Gregory C

Prepared by: Ileen Eshak

Lodgement date: 20 April 2017

Date prepared: 24 April 2017

Modern award(s): Clerks – Private Sector Award 2010 AND

Educational Services (Post-Secondary Education) Award 2010

Similar agreements (Q1.3): No

Union support (Form F18): Australian Services Union **–F18 NOT provided**

Topic	Summary/Comments
Section 1 – Forms and signature requirements	• F17 signatures: place of declaration not provided by Applicant • F18: not provided (F16 notes Union Bargaining Representative involved)
Section 2 – Pre-approval requirements	• F17-Q2.5 does not outline the date and place of voting
Section 3 – Mandatory terms	• Agreement: NO FLEXIBILITY TERM provided (F17-Q2.15 notes clause 38.8, but no such clause exits)
Section 4 – National Employment Standards (NES)	• No issues
Section 5 – Better off overall test (BOOT)	• No issues

Summary notes

Industry:	Employee Organisation
State:	Victoria
Pay rates:	Appendix A – pay rates above Award • Information Officer at 130% • Librarian at between 57.33% and 66.61% • Resources and Compliance Officer at 106.39% and 114.48% • Educational & Training Centre Manager at 63.80% • Program Educator (Curriculum Development) at 71.74% • Program Educator (Non-Curriculum Development) at 59.28% • Clinical and First Aid Coordinator at 53.14% • Industrial Designer at 103.85% Appendix B – pay rates above Award • Assistant Finance Manager at 53.94% • Receptionist at 58.93% • Business Administration Officer at 60.84% • Administration Officer (Mail Services) at 46.50% • Executive Assistant to Secretary at 106.57% • Personal Assistant to Assistant Secretary at 76.57% • Industrial Secretary at 63.79% • Administrative Secretary – E & T at between 63.79% and 66.73% • Communications and Media Assistant at 84.38% • Minutes Secretary at 83.12% • Library Technician between 35.53 and 40.84% • Membership Services Officer Level 2 at 83.12% • Membership Services Officer at 46.50% • Information Technology Systems Administrator at 105.77% • Information Technology Support Officer / Assistant at 46.50% • Records Manager at 170.13% • Records Administrative Assistant at 32.84% • Events Officer at 114.06% • Member Liaison Officer at 99.48% • Hospitality/ Administration Assistant at 46.64% • Compliance Officer between 54.10% and 60.14% • Educational & Training Co-Ordinator between 64.48% and 72.71% • Human Resources at 93.05%

SECTION 1 – FORMS AND SIGNATURE REQUIREMENTS	
Form F16 application form (s.185, rule 24 FW Rules) Signed and dated by employer or bargaining representative (if bargaining representative, instrument of appointment must be provided) ***If Representative -(F53)	**No issue** Employer: Paul Gilbert Employer Representative: Philip Gardner Signed by: Lisa Fitzpatrick, Branch Secretary
Form F17 employer statutory declaration (s.185, rule 24(1) and (2) FW Rules) Signed by employer and authorised witness (including full name, work/residential address and position/title/authority)	**Declaration place not provided** Signed by Employer: Lisa Fitzpatrick, Branch Secretary and Authorised Witness: William Batson, Registered Civil Celebrant
Form F18 employee organisation statutory declaration (s.183, s.185, rule 24(3) FW Rules) or Form F18A employee representative statutory declaration (s.183, s.185, rule 24(4) FW Rules) Signed by employee organisation or employee representative and authorised witness (including full name, work / residential address and position/title/authority) ***If Union -F16 (Q4.1)	**N/A** **F18 NOT PROVIDED**
Agreement (s.185(2), reg. 2.06A FW Regs) Signed by the employer and at least 1 employee/employee representative and includes full name, address and authority of each person	**No issue** Employer: Lisa Fitzpatrick, Secretary ANMF (Vic Branch) AND Maree Burgess, President ANMF (Vic Branch) and Employee: Nicole Therese Smith, ANMF (Vic Branch)- *Representative of Employees covered by the EA* AND Australian Services Union – Victorian Private Sector Branch

SECTION 2 – PRE-APPROVAL REQUIREMENTS	
Time between notification time and last notice of representational rights (s.173(3)) (Q2.8) The employer provided the Notice of employee rep rights no later than **14 days** after notification time	**No issue** Notification of Time: 21 June 2016 Notification of Rights: 21 June 2016 Days: 0 days
Time between making of agreement (date voting concluded) and lodging of application for approval of agreement (s.182(1), s.185(3)) (Q2.8 & 2.9) Agreement was lodged no later than **14 days** after it was made	**No issue** Date Made: 10 April 2017 Date Lodged: 24 April 2017 Days: 14 days
Notice of representational rights provided to all employees and in prescribed form (s.173, s.174, Sch 2.1 of FW Regs) (Q2.3) • The Notice of employee representational rights is in prescribed form; and • The employer took all reasonable steps taken to give the Notice to each employee covered by the agreement and employed at the time of notification	**No issue** Prescribed Form: Yes Notice Provided: Yes
Genuine agreement (s.181, s.186(2)(a), s.188) – Time between issuing of notice of representational rights and date voting commenced) (Q2.8) Employees provided with the Notice of employee rep rights at least **21 days** before commencement of voting	**No issue** Notice Issued: 21 June 2016 Date Voted: 3 April 2017 Days: 286 days
Genuine agreement (s.186(2)(a), s.188) – Copy of agreement given to employees or employees given access to agreement (s.180(2)) (Q2.4) The employer took all reasonable steps to give a copy of the agreement or incorporated material to employees during the access period or provide employees with access to it by the start of access period	**No issue** On 22 March 2017, EA posted onto intranet and staff notified by email it was on intranet –staff on leave were emailed the EA On 23 March 2017, casual staff were emailed the EA
Genuine agreement (s.186(2)(a), s.188) – Notification of time, place and method of voting (s.180(3)) (Q2.5) The employer took all reasonable steps to notify employees of time, place and method of vote by the start of the access period	**Does not specify date, place and method of voting** Advice posted on the intranet and staff notified by email it was there on 22/3/17 and included the manner in which the vote was to be conducted Staff on leave and casual staff notified via email on 22/3 and 23/3 respectively

Terms of the agreement (s.180(5), s.180(6)) (Q2.6 & Q2.7) The employer took reasonable steps to explain the terms of the agreement and the effect of the terms while taking into account the particular circumstances and needs of relevant employees	**No issue** On 19 October 2016, all staff meeting held to present and explain terms of EA (name/contact details for questions/further information provided to all by email staff on 22 or 23/3/17) All bargaining representatives/employees communicated via posting updates on intranet and regular staff meeting updates (material provided n writing/summarised in meeting)
Genuine agreement (s.186(2)(a), s.188) – Majority voted to approve (s.182(1)) (Q2.10) Did a majority of employees who cast a valid vote approve the agreement	**No issue** Valid Vote: 117 Voted to Approve: 114
Employees covered by agreement (s.186(3), s.186(3A)) (Q2.2) Does the agreement cover all employees – if not, was the group fairly chosen considering geographical, operational or organisational distinctness	**No** Covers: Employees of the Federation other than officers employed to work in its Victorian Branch Employees of the ANMF employed in other State/Territory Branches and officers are NOT covered
Nominal expiry date (s.186(5)) (Q2.1) Is the nominal expiry date more than 4 years after approval date	**No issue** Clause 5 Operate 7 days after date approved and expire 1 November 2020
Unlawful terms, and designated outworker terms (s.172, s.186(4), s.186(4A), s.194, s.195, s.253) (Q2.13 and 2.14) Does the agreement contain **only lawful** terms? Unlawful terms include: • discriminatory terms • objectionable terms • terms that provide for a method which an employee or employer may elect not to be covered by the agreement • terms about unfair dismissal • terms about industrial action	**No unlawful terms** **Outworker terms – Clause 53.5**

• terms about superannuation	
Particular types of workers – shift workers (s.187(4), ss.196–200) (Q2.16) Does the Agreement define or describe an employee as a shift workers for the purposes of the NES	**No (as per F17 Q2.16)** **But, clause 8.14 of the EA defines shiftworker**
Right of entry term (s.186(4), s.194(f) & s.194(g) (Q2.13) Does the agreement contain any terms that deal with the rights of officials or employees or employees of employee organisations to enter the employer's premises	**Right of entry term – Clause 53.5**
Superannuation term (s.186(4), s.194(h)) (Q2.14) If the Agreement specifies a superannuation fund, does the fund: • offer a MySuper product; or • an exempt public sector superannuation scheme; or • a fund of which a relevant employee is a defined benefit member of	**Clause 21** Employee choice or Default fund - HESTA superannuation fund (MySuper product)

SECTION 3 – MANDATORY TERMS	
Dispute settlement term (s.186(6), reg 6.01, Sch 6.1 of FW Regs) (Q2.15) The term must: 1) Allow for settlement of disputes in relation to NES; and 2) Allow for representation of employees	**No issue, Clause 76** Agreement: Yes NES: Yes Third Party: Yes Representation: Yes
Flexibility term (ss.202–204, reg 2.08, Sch 2.2 FW Regs) (Q2.15) Does the term contain a flexibility term that complies with the requirements in s.202 and s.203	***(F17 Q2.15 states Clause 38.8 – but no such clause exists in EA*** No Flexibility term provided
Consultation term (s.205, reg. 2.09, Sch 2.3 FW Regs) (Q2.15) The term must: 1) Require employer to consult with employees regarding major workplace change that is likely to have a significant effect on employees **AND** change to regular roster of ordinary hours of work; and 2) Allows for representation of employees for the purposes of that consultation Further in relation **to change to regular roster or ordinary hours of work** the term must: 1) Require the employer to provide information to employees about the change; and 2) Require the employer to invite employees to give their views about the impact of the change; and 3) Require the employer to consider any views given by employees about the impact of the change	**No issue, Clause 73** 1. S205(1)(a)Major Workplace Change & Change Regular Roster/Ordinary Hours: Yes a. S205(1)(b) Representation: Yes 2. S205(1A)Regular Roster/Ordinary Hours: Yes a. Provide Information: Yes b. Invite to Give Views: Yes c. Consider Views: Yes

SECTION 4 – NATIONAL EMPLOYMENT STANDARDS (s.55, s56, s.186(2)(c), s.196, s.253)	
Maximum weekly hours of work (s.62 – s.64) 38 hours per week	**Clause 10** Core hours of offices will be 8:45am to 5:00pm (with 40 minutes unpaid meal break) Monday to Friday *(equates to 7.5 hours a day or 37.5 hours a week)* Not exceed 10 hours in any one day or 45 hours in any one week
Request for flexible working arrangements (s.65 – s.66) Section 65(1A) FW Act	**Clause 39 Flexible Working Arrangements** **Appendix 1 – Flexible Working Arrangement Information Statement** • the employee is the parent, or has responsibility for the care, of a child who is of school age or younger; YES • the employee is a carer (within the meaning of the *Carer Recognition Act 2010*); YES • the employee has a disability; YES • the employee is 55 or older; YES • the employee is experiencing violence from a member of the employee's family; YES • the employee provides care or support to a member of the employee's immediate family, or a member of the employee's household, who requires care or support because the member is experiencing violence from the member's family; YES
Parental leave (s.67 – s.88) 12 months unpaid + right to request further 12 months	**Clause 36** 12 months unpaid Long Parental Leave and separate period of up to 12 months of Long Parental Leave less any period of Short Parental Leave taken
Annual leave (s.86 – s.94) 4 weeks paid leave (5 weeks for shift workers)	**Clause 30** 5 weeks paid annual leave for each year of service Clause 30.11- maximum of 4 weeks respect of any year of employment Silent on shiftworkers

Personal/carer's leave (s.95 – s.107) 10 days paid leave + 2 days paid compassionate leave + 2 days unpaid leave when paid leave has been used	**Clause 40** 91 hours and 12 minutes in the first year *(approx.. 12 days),* 106 hours and 24 minutes in each year in second/third/fourth *(approx.. 14 days),* and 152 hours in the fifth and following years of service *(approx.. 40 days)* **Clause 42 - Compassionate Leave** 2 day period **Clause 43 - Family Violence** Access to 20 days per year of paid special leave for medical appointments, legal proceedings and other activities related to family violence
Community service leave (s.108 – s.112) 10 days paid jury leave + unpaid emergency service leave	**Clause 37 Community Contribution Leave** One day paid leave per annum to assist volunteer to relevant community organisation Clause 38 Ceremonial leave Entitled to 10 working days' unpaid leave in any one year (legitimately required by Aboriginal/Torres Strait Islander tradition) **Clause 44 – Jury Service** Entitled to pay difference between the amount paid by court and employee's normal salary **Clause 45 – Study Leave** Paid to apply maximum 4 hours per semester week or up to 104 hours per year of paid study leave **Clause 46 – Examination Leave** Entitled to 5 days paid examination leave per year (not accumulate) **Clause 47 – Professional Development Leave**

	Entitled to 5 days' paid
Long service leave (s.113 – s.113A) as per pre-reform award or NAPSA, or is silent, in accordance with state long service leave legislation	**Clause 51** On completion of 15 years continuous service: 6 months long service leave and thereafter 2 months long service leave on completion of each additional 5 years' service. If completed more than 15 years' service and employment terminates otherwise than by death, amount of long service leave equal to 1/13th of period of service since last accrual entitlement to long service leave plus 1.7 weeks for each year of service beyond 5 years, less any long service taken
Public holiday (s.114 – s.116) paid day off for each public holiday (employer can request employee not work if such request is reasonable)	**Clause 18** Entitled to day off work without loss of pay on a PH
Notice of termination and redundancy (s.117 – s.123) Up to 4 weeks' notice (5 weeks' if over 45 and in job for over 2 years) depending on years of service **AND** between 4-16 weeks redundancy pay depending on years of service	**NoT - Clause 72** Employee wishing to terminate to give minimum 4 weeks' notice Granted an additional day of annual leave for each additional weeks' notice given, to a maximum of 5 additional day's annual leave (to receive this, Employee need to give 9 weeks' notice of termination - paid on termination) **Silent on Employer giving notice** **Redundancy – Clause 74.11.1** Entitled to receive 4 weeks' notice of redundancy (may choose pay in lieu of notice) Employees over 45 years entitled to receive 1 extra weeks' notice or pay in lieu Entitled to 4 weeks' salary for each completed year of service or part thereof
Fair Work Information Statement (s.124 – s.125)	**Silent**

SECTION 5 — BETTER OFF OVERALL TEST	
Relevant award(s)	Clerks – Private Sector Award 2010 AND Educational Services (Post-Secondary Education) Award 2010
Award incorporated into agreement or read in conjunction with agreement?	No
Do the agreement classifications align with the award?	No
Has the employer provided classification matching?	Yes

Pay rate comparison

There is no pay rate comparisons provided for the following:

APPENDIX 2

- Senior Industrial Officer
- Industrial Officer
- Professional Officer
- Maternity Services Officer
- Mental Health Nursing Officer
- Industrial Organiser
- Job Representative Training Coordinator
- Job Representative Training Officer
- Communications Media Manager
- Publications Officer
- Digital Media Officer
- OHS Unit Co-Ordinator
- OH&S Officer
- OH&S Officer (Bullying & Harassment)
- Graduate OHS Officer
- Marketing and Events Manager
- Recruitment Officer
- Graduate & Final Year Student Support Officer
- Project Manager, e-Learning
- E-Learning Officer
- Research Officer

APPENDIX 3

- Support Services Manager
- Manager Membership Services
- Information Technology Manager
- Records Manager
- Human Resources Manager

Modern Award Classification	Agreement Classification	Modern Award Rate	Agreement Rate	Percentage Difference
	Senior Industrial Officer		$65.43	
	Industrial Officer		$59.10	
	Professional Officer		$59.10	
	Maternity Services Officer		$59.10	
	Mental Health Nursing Officer		$59.10	
	Industrial Organiser		$50.36	
Level 2**-Year2	Information Officer	$20.99	$48.47	**130.92%**
	Job Representative Training Coordinator		$52.26	
	Job Representative Training Officer		$48.47	
	Communications & Media Manager		$59.10	
	Publications Officer		$46.60	
	Digital Media Officer		$46.60	
	OHS Unit Co-Ordinator		$59.10	
	OH&S Officer		$48.47	
	OH&S Officer (Bullying & Harrassment)		$48.47	
	Graduate OHS Officer *(Year1)*		$44.66	
	Marketing and Events Manager		$56.70	
	Recruitment Officer		$48.47	
	Graduate & Final Year Student Support Officer		$48.47	
General Staff Level 6** (6.1)	Librarian	$27.97	$46.60	**66.61%**
-6.2		$29.62	$46.60	**57.33%**
	Project Manager, eLearning		$59.10	
	E-Learning Officer		$48.47	
	CPD and Environmental Health Officer		$59.10	
General Staff Level 4** (4.1)	Resources and Compliance Officer	$23.48	$50.36	**114.48%**

-4.2		$24.40	$50.36	**106.39%**
	Research Officer		$50.36	
General Staff Level 9**	Educational & Training Centre Manager	$36.08	$59.10	**63.80%**
Teachers other than TESOL teachers (C)L12**	Program Educator (Curriculum Development)	$30.43	$52.26	**71.74%**
Teachers other than TESOL teachers (C)L12**	Program Educator (Non-Curriculum Development)	$30.43	$48.47	**59.28%**
Teachers other than TESOL teachers (B)**	Clinical and First Aid Coordinator	$30.43	$46.60	**53.14%**
Level 4*	Industrial Designer	$22.86	$46.60	**103.85%**

*Clerks Award
**Educational Award

Modern Award Classification	Agreement Classification	Modern Award Rate	Agreement Rate	Percentage Difference
	Finance Manager		$62.28	
Level 4*	Assistant Finance Manager	$22.86	$35.19	**53.94%**
Level 2*-Year 2	Receptionist	$20.99	$33.36	**58.93%**
	Support Services Manager		$62.28	
Level 2*-Year 2	Business Administration Officer	$20.99	$33.76	**60.84%**
Level 2*-Year 2	Administration Officer (Mail Services)	$20.99	$30.75	**46.50%**
Level 3*	Executive Assistant to Secretary	$21.77	$44.97	**106.57%**
Level 3*	Personal Assistant to Assistant Secretary	$21.77	$38.44	**76.57%**
Level 2*-Year 2	Industrial Secretary	$20.99	$34.38	**63.79%**
General Staff Level 2** (2.1)	Administrative Secretary - E & T	$20.62	$34.38	**66.73%**
-2.2		$20.99	$34.38	**63.79%**
Level 3*	Communications and Media Assistant	$21.77	$40.14	**84.38%**
Call centre principle customer contact specialist*	Minutes Secretary	$21.92	$40.14	**83.12%**
General Staff Level 4** (4.1)	Library Technician	$23.48	$33.07	**40.84%**
-4.2		$24.40	$33.07	**35.53%**

	Manager Membership Services		$56.70	
Call centre principle customer contact specialist*	Membership Services Officer Level 2	$21.92	$40.14	**83.12%**
Level 2*-Year 2	Membership Services Officer	$20.99	$30.75	**46.50%**
	Information Technology Manager		$56.70	
Level 4*	Information Technology Systems Administrator	$22.86	$47.04	**105.77%**
Level 2*-Year 2	Information Technology Support Officer/ Assistant	$20.99	$30.75	**46.50%**
	Records Manager	$20.99	$56.70	**170.13%**
Level 2*-Year 2	Records Officer		$33.07	
Level 1*-Year 3	Records Administrative Assistant	$20.37	$27.06	**32.84%**
Level 3*	Events Officer	$21.77	$46.60	**114.06%**
Level 2*-Year 2	Member Liaison Officer	$20.99	$41.87	**99.48%**
Level 2*-Year 2	Hospitality/ Administration Assistant	$20.99	$30.78	**46.64%**
General Staff Level 4** (4.1)	Compliance Officer	$23.48	$37.60	**60.14%**
-4.2		$24.40	$37.60	**54.10%**
General Staff Level 3** (3.1)	Education & Training Co-Ordinator	$21.77	$37.60	**72.71%**
-3.2		$22.86	$37.60	**64.48%**
	Human Resources Manager		$62.28	
Level 5*	Human Resources	$26.05	$50.29	**93.05%**

*Clerks Award
**Educational Award

EA - Clause 20: Salaries
Fortnightly salaries in Appendix 2 and Appendix 3 – rate in Column B applies from 1/4/17
Appendix 2 & Appendix 3 – Columb B 2017 3% used for pay rates = Year 5 = calculated at 37.5 hours per week

Entitlements table

	Agreement	*Clerks - Private Sector Award 2010*	*Educational Services (Post-Secondary Education) Award 2010*
Hours	**Clause 9.1 Full time** **Clause 10 Hours of Work** Core hours of offices will be 8:45am to 5:00pm (with 40 minutes unpaid meal break) *(equates to 7.5 hours a day or 37.5 hours a week)* Monday to Friday Not exceed 10 hours in any one day or 45 hours in any one week	7am–7pm* Mon-Fri and 7am-12.30pm Sat**, on average 38 hours per week or less, max 10 hours per day * The spread of hours may by altered by up to one hour at either end of the spread, by agreement ** Provided that where an employee works in association with other classes of employees who work ordinary hours outside the spread prescribed by this clause, the hours during which ordinary hours may be worked are as prescribed by the modern award applying to the majority of the employees in the workplace.	**General Staff** 38 hours per week, 7am-7pm, Mon-Fri, 7am-12.30pm Saturday 8pm finishes may be required without payment of overtime up to a max of 8 weekday nights within a 28 day span, provided ordinary hours worked do not exceed the number of hours for the nominated cycle. Spread of hours may be altered by up to one hour either end by mutual agreement between the employer and a majority of employees. hours averaged over up to 4 weeks **Academic Staff** 38 hours per week averaged over 12 months. For a main lecture or tutorial 1 hours presentation shall be counted as 3 hours of work (inclusive of preparation, assessment and consultation) A repeat lecture (delivered within 28 days) shall be counted as 2 hours for each hour of presentation **Teachers and Tutors/Instructors** 38 hours per week averaged over 12 months

	Agreement	*Clerks - Private Sector Award 2010*	*Educational Services (Post-Secondary Education) Award 2010*
			Each contact hour of teaching delivery shall count as 1.5 hours Each contact hour of delivery by a tutor/instructor shall be counted as 1.25 hours (inclusive of admin, assessment and consultation) **Where a teacher works annualised hours overtime will NOT apply
Part-time employees	**Clause 9.2 Part time** Engaged to perform less than full time hours – pro rata basis	Engaged to perform less than the full-time hours on a reasonably predictable basis by agreement-min 3 hours pay All time worked in excess of the hours as agreed: overtime rates	Employed for less than the normal ordinary hours specified for a full-time employee, or in the case of a teaching staff member for less than the face-to-face teaching load of a full-time teaching staff member at that workplace. Min 2 hours engagement Before commencement the employer and employee will agree in writing to a regular pattern of work. Except where hours are averaged, hours in excess of agreed work pattern will be overtime an paid as such.
Casual employees	**Clause 9.3 Casual** Minimum 4 hours Silent on pay	125% - min 3 hours pay	**Academic Teachers** Casual academic teachers are paid according to **clause 14.2.** The pay rates depend on the activities that the staff member is doing. **Teachers, tutor/instructors and general staff**

	Agreement	*Clerks - Private Sector Award 2010*	*Educational Services (Post-Secondary Education) Award 2010*
			A teacher and a tutor/instructor will be paid a daily rate except where the engagement is for less than five hours when payment will be at the hourly rate. Where an hourly rate is paid, it will be payable for each hour of attendance other than for timetabled tea breaks (in respect of which no more than 15 minutes will be deducted) and timetabled lunch breaks **General staff** = Hourly rate = weekly rate / 38 + 25% **Teachers and tutors/instructors:** Daily rate = annual salary / 261 + 25% Hourly rate = daily casual rate / 5 Teachers & Tutors - min 2 hours General Staff - min 3 hours
Shift penalties	**Clause 8.14 shiftworker** defined as regularly rostered over 7 days of the week and regularly works on weekends Silent on everything else	*Afternoon shift* means any shift finishing after 7pm and at or before midnight: 115% *Night shift* means any shift finishing after midnight, and at or before 7am: 115% *Permanent night shift* means a night shift which does not rotate with another shift or shifts or day work and which continues for a period of not less than four consecutive weeks: 130%	***Afternoon shift*** means a shift finishing after 7.00pm and at or before midnight: 115% ***Night shift*** means any shift finishing after midnight, and at or before 7.00am: 115% ***Permanent night shift:*** 130%

	Agreement	*Clerks - Private Sector Award 2010*	*Educational Services (Post-Secondary Education) Award 2010*
Weekend penalties	**Silent**	***Day workers*** Sat: 125% Sun: 200% - min 4 hour payment ***Shiftworkers*** A shiftworker whose ordinary working period **includes** a Saturday or a Sunday as an ordinary working day: 150% A shiftworker whose ordinary hours **does not include** a Saturday or Sunday: 200% - min 4 hours pay	**Non-shiftworker** Saturday: 125% (work performed within the ordinary spread of hours) Sunday: 200% - min 4 hours **Shiftworker** Ordinary hours Saturday and Sunday 150%
Public holiday penalties	**Clause 18 Public Holidays** The part-time employee will be paid an amount equal to ordinary rate of pay for hours would normally have worked on that day **Silent on penalties**	***Day worker*** 250%, min 4 hour payment ***Shiftworker*** A shiftworker whose ordinary working period **includes** a public holiday as an ordinary working day: 150% A shiftworker whose ordinary hours **does not include** a public holiday: 200% - min 4 hours pay	**Non-shiftworker** 250% **Shiftworker** 150%
Overtime	**Clause 13 Overtime** Overtime is time worked in excess of hours of work With exception employees eligible for flexi-days, rates paid for overtime is time and a half	***Day workers*** Within the ordinary hours but in excess of the hours fixed for an ordinary week's work, or, outside the hours fixed:	**General Staff (non shift worker) classified level 7 or below -** Work within ordinary hours but in excess of hours fixed for the relevant work cycle OR outside hours fixed in **Clause 21.1** (this is

	Agreement	*Clerks - Private Sector Award 2010*	*Educational Services (Post-Secondary Education) Award 2010*
	for first 2 hours (150%) and double time thereafter (200%) Overtime on Saturday or Sunday will be at double time for all hours worked (200%) **Silent for shiftworkers**	150% (first two hours) and 200% (thereafter) - min ½ hour pay per week - min 3 hours pay on Sat if works 38 hours per week Mon-Fri ***Shiftworkers*** In excess of the ordinary weekly hours fixed: 150% (first three hours) 200% (thereafter) In excess of ordinary daily hours on an ordinary shift: 150% (first two hours) 200% (thereafter)	effectively ordinary hours) 150% (first 2 hours) 200% (thereafter) Minimum overtime period is one ½ hour per week. If ordinary hours are 38 worked between Mon –Fri, min 3 hours overtime for work performed on Saturday. **Clause 24.1(b)(c)** **General Staff (shift workers) classified level 7 or below -** Work in excess of ordinary hours 150% (first 3 hours) 200% (thereafter) Work in excess of ordinary daily hours or in excess of an ordinary shift 150% (first 2 hours) 200% (thereafter) Where ordinary hours do not include Sat, Sun or Pub Hols must be paid 200% for all hours on these days - min 4 hours pay **Teaching Staff and General Staff classified at Level 8 & 9 -** An employee who is not working annualised hours and who works overtime will be entitled to time off instead of overtime payment on the basis of one hour for each hour

	Agreement	*Clerks - Private Sector Award 2010*	*Educational Services (Post-Secondary Education) Award 2010*
			worked
Annual leave loading	**Clause 30.11 Annual Leave** Loading 17.5% Maximum 4 weeks for each year of service (for ease of calculation this loading is applied as 14% over 25 days)	***Day workers*** 17.5% or the relevant weekend penalty rates, whichever is the greater. ***Shiftworkers*** 17.5% or the shift loading (including relevant weekend penalty rates) whichever is the greater.	17.5% or shift loadings (if greater than 17.5%)

Allowances	-Clause 24 Qualifications Allowance
	-Clause 25 Meals Allowance
	-Clause 52 Entitlement to Vehicle
	Appendix 4 – Allowance:
	• Vehicle Allowance
	  ○ Motor Cars
	  ○ Motor Cycles
	  ○ Bicycles
	• Meal Allowances
	• Qualification Allowances
	  ○ Hospital/Grad Certificate
	  ○ Post Grad Diploma or Degree
	  ○ Masters
	  ○ PhD
		See allowances sheet for modern award.	See allowances sheet for modern award.

BETTER OFF OVERALL TEST SUMMARY (S.186(2)(D), S.193)

This Agreement intends to cover full time, part time and casual employees engaged in the Employee Organisation (clerical) industry, in Victoria. The relevant Awards are the Clerks – Private Sector Award 2010 AND Educational Services (Post-Secondary Education) Award 2010, which is not incorporated into the Agreement.

The Agreement provides for the following beneficial terms:

- Professional staff flex days and ADOs (full time) (clause 11)
- Two intervals of 15 minutes during each day (Award provides 10 minutes) (clause 12)
- Time off work to attend personal matters (clause 14)
- Work from home (clause 16)
- Transition to retirement provisions (clause 19)
- Additional 5% Super paid (clause 21)
- Qualifications allowance (clause 24)
- Additional PH -Office closure-leave during Christmas (clause 29)
- Additional annual leave (5 weeks) (clause 30)
- Purchased leave (clause 32)
- Pre-adoption leave (2 days unpaid leave) (clause 34)
- Parental leave (clause 36)
- Personal leave pool (clause 41)
- Family violence leave (clause 43)
- Jury service (clause 44)
- Study, exam & professional development leave entitlements (clauses 45-47)
- Coverage of course fees (maximum $20,000 per course) (clause 48)
- Professional supervision (clause 49)
- Career break scheme (defer 20% salary for 4 years and be paid 5th year) (clause 50)
- Replacement of employees on extended leave (clause 56)
- Wellness program (access up to a maximum $350 per annum) (clause 69)
- Redundancy (4 weeks each year) (clause 74)
- Eye Testing (during work hours) (clause 78)

The Agreement incorporates the NES and to the extent of any inconsistency, the NES prevails. (clause 4.3)

The Agreement also provides working hours between 8:45am to 5:00pm, Monday to Friday, whereas the Awards provide 7am to 7pm Monday to Friday and 7am to 12:30pm Saturdays.

The Agreement is silent on casual penalties but provides for a minimum 4 hours' work, whereas the Award provides a minimum of 3 hours pay with 125% penalty (*Clerks Award)* or pay rates depend on activities that staff member is doing (*Educational Services Award*).

The Agreement is silent on shift penalties, weekend penalties and public holiday penalties. We do note that employees appear to be paid overtime for weekend work.

The Agreement (same as the Award) provides for overtime rate at 150% for first 2 hours and 200% thereafter. Overtime on Saturday/Sunday will be at 200%.

The Agreement (same as the Award) provides for 17.5% annual leave loading (applied as 14% over 25 days).

There are a few extra allowances under the Award (eg; clothing & footwear, living away from home, first aid allowance), however, it is difficult to determine which allowances

would be relevant to Employees.

The Agreement provides for pay rates above the Awards' rate. However, pay rate comparisons not provided for various classifications as no classifications matching provided. Pay rates appear to be sufficiently above the highest rate in the Award.

The rates of pay are summarised as follows:

Appendix A

- Information Officer at 130%
- Librarian at between 57.33% and 66.61%
- Resources and Compliance Officer at 106.39% and 114.48%
- Educational & Training Centre Manager at 63.80%
- Program Educator (Curriculum Development) at 71.74%
- Program Educator (Non-Curriculum Development) at 59.28%
- Clinical and First Aid Coordinator at 53.14%
- Industrial Designer at 103.85%

Appendix B

- Assistant Finance Manager at 53.94%
- Receptionist at 58.93%
- Business Administration Officer at 60.84%
- Administration Officer (Mail Services) at 46.50%
- Executive Assistant to Secretary at 106.57%
- Personal Assistant to Assistant Secretary at 76.57%
- Industrial Secretary at 63.79%
- Administrative Secretary – E & T at between 63.79% and 66.73%
- Communications and Media Assistant at 84.38%
- Minutes Secretary at 83.12%
- Library Technician between 35.53 and 40.84%
- Membership Services Officer Level 2 at 83.12%
- Membership Services Officer at 46.50%
- Information Technology Systems Administrator at 105.77%
- Information Technology Support Officer / Assistant at 46.50%
- Records Manager at 170.13%
- Records Administrative Assistant at 32.84%
- Events Officer at 114.06%
- Member Liaison Officer at 99.48%
- Hospitality/ Administration Assistant at 46.64%
- Compliance Officer between 54.10% and 60.14%
- Educational & Training Co-Ordinator between 64.48% and 72.71%
- Human Resources at 93.05%

There is no pay rate comparisons provided for the following:

APPENDIX 2

- Senior Industrial Officer
- Industrial Officer
- Professional Officer
- Maternity Services Officer
- Mental Health Nursing Officer
- Industrial Organiser
- Job Representative Training Coordinator
- Job Representative Training Officer
- Communications Media Manager
- Publications Officer
- Digital Media Officer
- OHS Unit Co-Ordinator
- OH&S Officer
- OH&S Officer (Bullying & Harassment)
- Graduate OHS Officer
- Marketing and Events Manager
- Recruitment Officer
- Graduate & Final Year Student Support Officer
- Project Manager, e-Learning
- E-Learning Officer
- Research Officer

APPENDIX 3

- Support Services Manager
- Manager Membership Services
- Information Technology Manager
- Records Manager
- Human Resources Manager

It appears that Employees are better off under the Agreement than under the Award.

No BOOT issues identified.