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1 wage trends

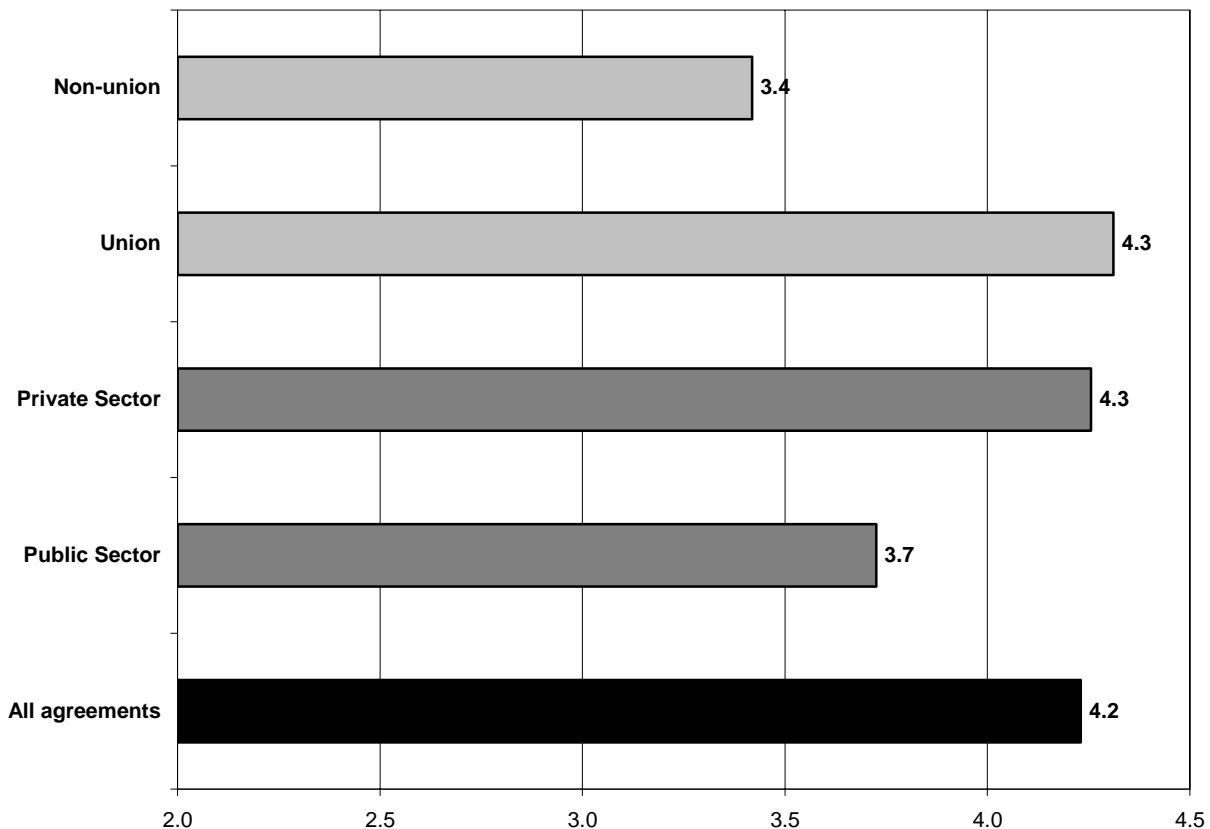
wage increases in March quarter 2005 agreements

More than 250 agreements from all jurisdictions have been examined for this report and of these 155 provided quantifiable wage increases. The average annual wage increase for enterprise agreements certified in the March 2005 quarter was 4.2%, down by 0.2 percentage points on the December 2004 quarter.

While union agreements have remained relatively steady in the March 2005 quarter, up only 0.1 percentage points to 4.3%, non-union agreements have dropped from 4.2% in December 2004 to 3.4%. This figure is closer to the results in the September 2004 quarter (3.5%) and the June 2004 quarter (3.4%) suggesting that the December result may have been anomalous.

In March 2005 private sector agreements have seen an increase in average annual wage increases from 4.0% in December to 4.3%. In contrast the average annual wage increases in public sector agreements fell to 3.7% from 5.2% in the December quarter and 4.4% in the September quarter.

figure 1.1: March 2005 quarter average annual percentage wage increase



Source: ADAM Database, 2005, acirt, University of Sydney

Note: Government Business Enterprises and Non-profit agreements have been incorporated into public sector due to small sample size

high wage outcomes in March 2005 quarter agreements

There continues to be a number of agreements that provided for a wage increase (AAWI) in excess of 5% this quarter. These agreements have a number of distinctive features. In particular, such agreements often facilitate increased numeric and functional flexibility. One agreement from the metal and engineering industry provided for a 15% wage increase over 14 months. This increase was contingent on employees working 12 hour shifts and rosters that provided for continuous operation. Moreover, this particular wage outcome also compensated employees for a delay in wage increases since July 2002.

The absorption of employee entitlements is also often associated with high wage outcomes. An agreement from the manufacturing industry provided a 20% wage increase over 2 years. This was in exchange for employees increasing their rostered hours of work and the absorption of 2 hours of overtime. Another agreement from the health industry provided a 15% wage increase over an 18 month period. This wage increase was in recognition of the absorption of accrued days off.

High wage outcomes can also be associated with the introduction of new classification structures. A 22 month agreement from the education sector provides employees with a 15.4% wage increase in exchange for the introduction of a simplified classification structure. Under this new arrangement a 9 step structure replaces the existing 12 step structure. This reflects an increase in the broad-banding of occupations and push towards multiskilling of employees. Similarly, an agreement from the wholesaling industry provided employees with an 11% increase over a 24 month period. This increase was in exchange for the introduction of a new skills-based classification structure which promotes the multiskilling of employees. This agreement provides significant detail regarding the competency-based system of promotion and the type of on-the-job training the employees are required to undertake.

table 1.1: Key features of higher than average wage increases in March 2005 quarter enterprise agreements

Industry (AAWI)	Key Provisions
Metal and Engineering Industry (AAWI 12.9%)	<ul style="list-style-type: none"> • This 14 month union agreement in the metal and engineering industry guarantees three increases of 5% over the life of the agreement. • The agreement covers offshore maintenance workers and allows for 12 hour shifts and continuous operation. Employees may be required to work up to 14 consecutive days during any 28 day roster period. • The agreement also appears to compensate for delayed pay increases as the prior rates of pay date from 1 July 2002.
Mineral Manufacturing Industry (AAWI 10.0%)	<ul style="list-style-type: none"> • This 24 month union agreement in minerals manufacturing provides an initial 8% increase and three subsequent installments of 4%. • The initial 8% incorporates an increase in hours from 38 to 40 with 2 hours of rostered overtime per week paid at double time. This payment is absorbed into the weekly rate of pay. • This agreement also provides a service increment allowance. Employees are able to access this payment after 6 months of service with the organization. The allowance paid increases at 6 monthly intervals for the first 18 months of service.
Health Industry (AAWI 8.5%)	<ul style="list-style-type: none"> • This 21 month non-union agreement provides for two wage increases, 8% on certification and a further 7% nine months after certification. • The agreement provides a commitment to continually review shift and rostering arrangements as necessary to improve operational efficiency. As part of this initiative employees may be required to be on-call from 6pm and are paid an hourly allowance for demonstrating a commitment to more flexible hours of work arrangements. • The agreement specifies that ordinary hours will be 38 hours per week (pro-rata for part time employees) with the absorption of accrued days off.

**Education
Industry**
(AAWI 8.4%)

- This 22 month union agreement provides a guaranteed increase of 15.4% in four installments.
- The first installment of 5.4% is associated with the introduction of a new classification structure simplifying the number of steps from 12 to 9.
- Subsequent increases of 5%, 3% and 2% are provided at six month intervals during the agreement.

**Wholesaling
Industry**
(AAWI 5.5%)

- This 24 month union agreement provides a guaranteed 11% increase in three installments.
- The initial 6% increase compensates for the introduction of a new skill-based classification system which promotes skill enhancement through multi-skilling of employees. The system provides for competency-based promotion and detailed on-the-job training modules.
- Subsequent installments of 3% and 2% are provided at 12 and 6 month intervals.
- Overall, the wage increase provided under this agreement is contingent upon employee commitment to review and adhere to key performance indicators targeting efficiency and quality standards. The agreement indicates that a formal joint consultative committee will be responsible for developing and monitoring these measures.

Source: ADAM Database, 2005, acirrt, March 2005 Quarter, University of Sydney.

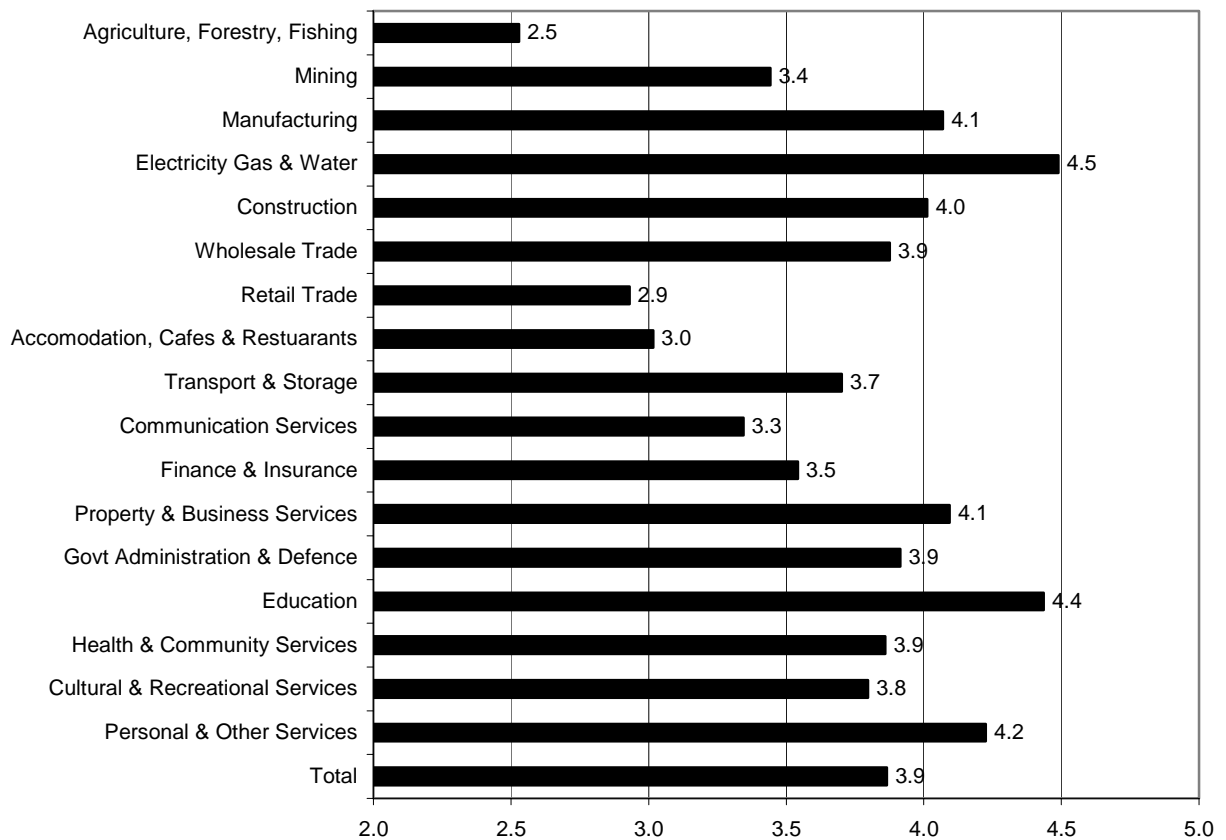
Note: High wage agreements are defined as those delivering an AAWI of 5% or above.

wage outcomes in current collective agreements

At the end of the March quarter 2005 the ADAM database contained 1965 currently operating agreements across all industry sectors. The average annual wage increase for all currently operating agreements was 3.9%, up from 3.8% at the end of December.

The electricity gas and water, and education industries provide the highest annual average wage increases amongst currently operating agreements while agriculture, forestry and fishing and the retail industry provide the lowest.

figure 1.2: wage increases in currently operating agreements, by industry



Source: ADAM Database, 2005, acirrt, agreements current as at 30 March 2005, University of Sydney.

2 special issue

trends in apprenticeship and traineeship clauses in enterprise bargaining

In recent years shortages of skilled labour have been widely reported. In this environment it is not surprising that wage outcomes in collective bargaining agreements have been higher than would probably have been the case in a weaker economy.

There have been calls from government, employers and trade unions for measures to be adopted to take the heat out of the skilled labour market. Policies proposed have included increased training for skilled jobs and raising the level of skilled migration.

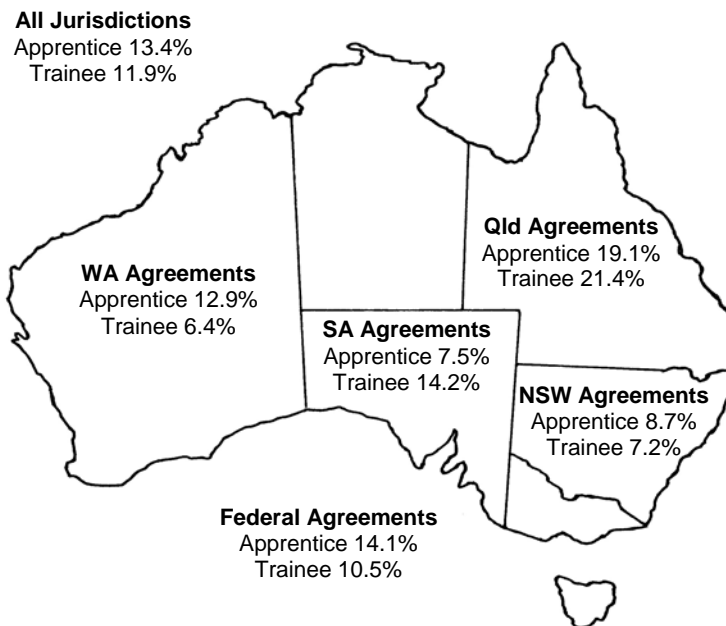
Industrial awards and agreements are still the major channel through which regulation of wages and employment conditions of apprentices and trainees is achieved. This section of the ADAM Report examines the incidence of apprenticeship training and traineeship training clauses in enterprise agreements.

the role of enterprise agreements

Over the period 1994 to 2003, 13.8% of all agreements included an apprenticeship clause and 12.1% had a traineeship clause. In 2004 there were 22.1% of agreements with an apprenticeship clause and 18.7% had a traineeship clause. Minor modifications to the ADAM coding frame in 2004 saw a broader range of issues surrounding apprenticeships and traineeships captured. Prior to 2004 the coding frame captured whether agreements included a clause on apprenticeships. In 2004 this was expanded to capture clauses that included *policy on apprentices, apprentice wage rates* and *training requirements for apprentice*. Similarly for trainees, prior to 2004 the ADAM coding frame captured *Trainee clause, Period of full-time employment for Trainee (months)* and *Trainee entitled to on- and off-the-job training*. In 2004 this was expanded to include *Trainee wage rates*, and *Training requirements for Trainee*. These changes may have contributed to a higher capture of the incidence of apprenticeship and traineeship clauses in 2004.

Figure 2.1 shows the percentage of agreements containing apprenticeship or traineeship clauses by jurisdiction. It is evident that there are a significantly greater percentage of Queensland agreements with apprenticeship or traineeship clauses than in other jurisdictions. The federal, Queensland and Western Australian jurisdictions have relatively higher proportions of construction industry agreements than the New South Wales and South Australian jurisdictions. As shown in table 2.1 below, the construction industry has a higher than average incidence of apprenticeship and traineeship clauses which may account for the higher incidence of apprenticeship and traineeship clauses in these jurisdictions.

figure 2.1: enterprise agreements with an apprenticeship or traineeship clause



Source: ADAM Database, 2005, acirrt, March 2005 Quarter, University of Sydney. Population: all agreements in ADAM database.

It is also apparent from figure 2.1 that there is quite a lot of variation in the incidence of apprenticeship and traineeship clauses amongst jurisdictions. With the significant exception of South Australian agreements, apprenticeship clauses are generally included in agreements across jurisdictions more frequently than traineeship clauses. New South Wales agreements also have a relatively low incidence of these clauses.

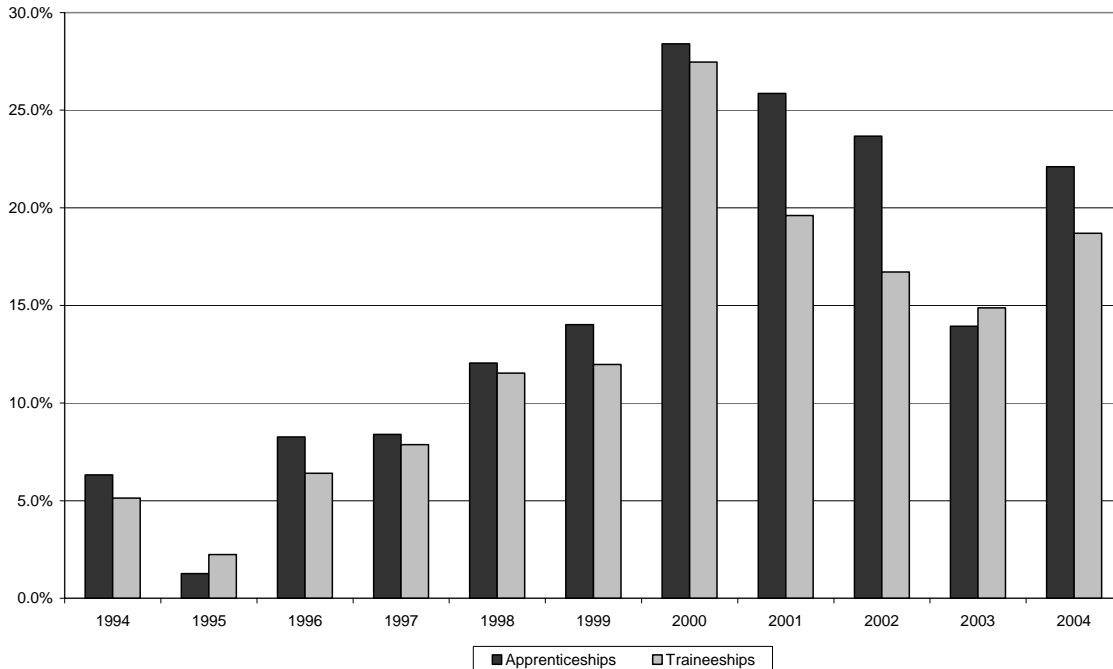
changes over time

The percentages of enterprise agreements with apprenticeship or traineeship clauses by year of registration of the agreement (from 1994 to 2004) are shown in figure 2.2 below. Throughout the late 1990s the incidence of apprenticeship clauses rose markedly from under 10% to peak in 2000, when the percentage with an apprenticeship clause was over 28%. After

declining to under 20% in 2003, the incidence has approached a quarter of agreements during 2004. This latter change, however, may be due to the modification of the coding frame and allied coding conventions.

The incidence of traineeship clauses within enterprise agreements has displayed almost exactly the same trends over the 1994 to 2004 period.

figure 2.2: incidence of apprenticeships and traineeships in agreements 1994-2004



Source: ADAM Database, 2005, acirt, March 2005 Quarter, University of Sydney.

incidence of apprenticeship and traineeship clauses by industry

Table 2.1 below shows the incidence of apprenticeship and traineeship clauses in enterprise agreements by industry group and the distribution of all employed tradespersons across industry groups.

table 2.1: incidence of apprenticeship and traineeship clauses in Australian enterprise agreements 1994 - 2004 and proportion of trades level employment by industry (2001)

Industry Group	Apprenticeship clause	Traineeship clause	% of all employed tradespersons
Agriculture, Forestry, Fishing	2.6%	11.1%	2%
Mining	14.0%	8.1%	2%
Manufacturing	11.0%	8.4%	25%
Electricity Gas & Water	14.6%	6.9%	2%
Construction	42.7%	24.3%	27%

Wholesale Trade	5.5%	7.2%	4%
Retail Trade	15.3%	26.8%	15%
Accommodation, Cafes and Restaurants	27.2%	30.7%	3%
Transport & Storage	3.2%	6.5%	2%
Communication Services, Finance etc.	1.2%	3.6%	2%
Finance & Insurance	0.0%	7.3%	<1%
Property & Business Services	10.0%	11.8%	3%
Govt Administration & Defence	4.0%	8.2%	3%
Education	6.9%	4.9%	1%
Health & Community Services	2.0%	9.1%	2%
Cultural & Recreational Services	8.9%	11.5%	2%
Personal & Other Services	4.1%	6.0%	7%
Total	13.8%	11.9%	100%

Source: ADAM Database, 2005, acirrt, March 2005 Quarter, University of Sydney.
ABS 2001 Census, Extended Community Profile, Table X29.

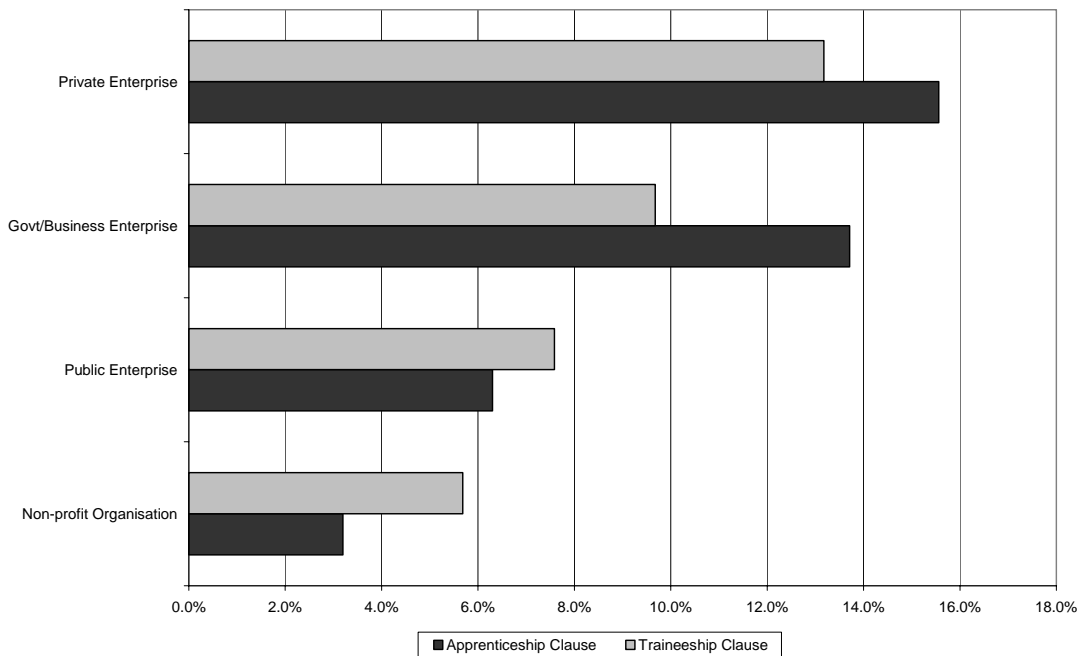
It seems reasonable to expect that apprentices would tend to be employed in industries where tradespeople are also employed and also that perhaps apprenticeship clauses in enterprise agreements might conform to a similar pattern. A comparison of the statistics in table 2.1 above shows that this is not the case. The high incidence of apprenticeship clauses in construction and retail trade agreements is in keeping with the prominence of these industries in relation to trades employment (ranking first and third respectively in terms of employment). Manufacturing agreements appear to not include as great a proportion of apprenticeship clauses as might be expected from its second ranking in terms of trade employment. In addition, there are apparently anomalous instances such as accommodation, cafes and restaurants where the industry has a clear second ranking in agreements with apprenticeship clauses, but is not nearly so prominent in terms of trade employment. It is obvious that factors beyond the importance of trades employment in particular industries must be involved in determining the likelihood or otherwise of apprenticeship clauses in enterprise agreements.

As would be expected from the wide range of occupations for which traineeships are available, the distribution of agreements with traineeship clauses is more widespread amongst different industry groups. Certain industries which were not prominent for apprenticeship clauses in agreements are more highly ranked for traineeships, for example, agriculture, forestry and fishing (11.1% for traineeships compared to 2.6% for apprenticeships), finance and insurance (7.3% and 0% respectively) and health and community services (9.1% and 2.0% respectively).

incidence of apprenticeship and traineeship clauses by type of industry sector

Figure 2.3 below presents the distribution of agreements containing apprenticeship or traineeship clauses by the four main sectors. The private sector stands out from other sectors with the highest incidence for both apprenticeship clauses (15.6%) and traineeship clauses(13.2%).

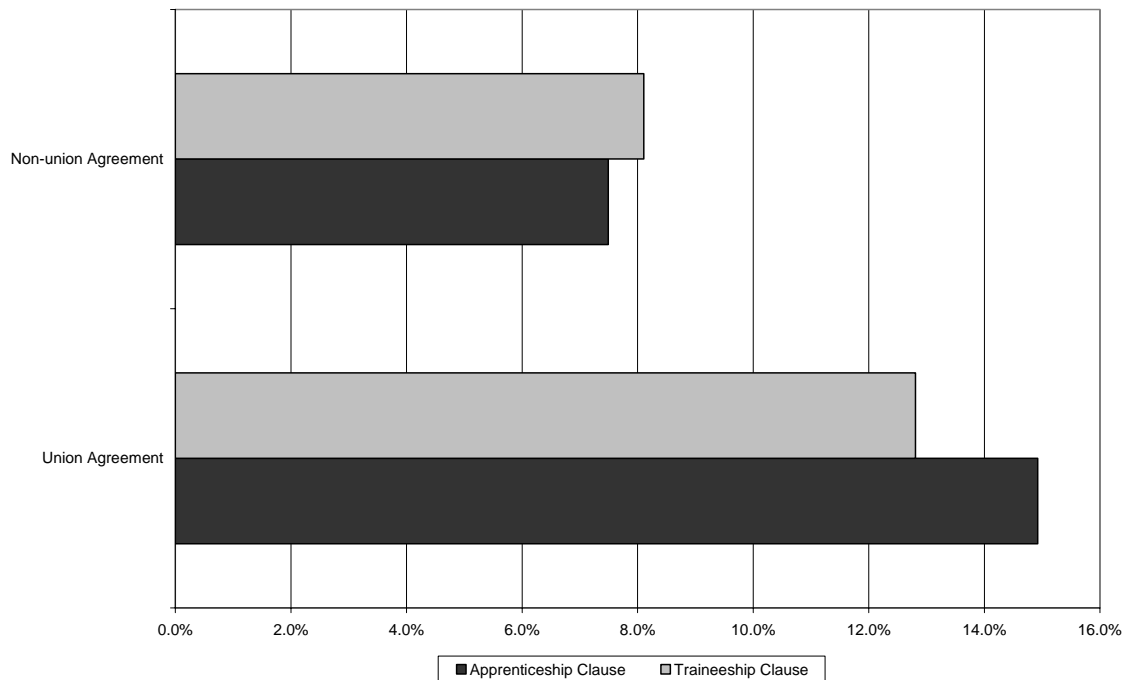
figure 2.3: incidence of apprenticeship and traineeship clauses in Australia 1994-2004 by sector



Source: ADAM Database, 2005, acirrt, March 2005 Quarter, University of Sydney.

incidence of apprenticeship and traineeship clauses by parties to agreement

Figure 2.4 below shows a breakdown of the incidence of apprenticeship and traineeship clauses by parties to the agreements. Apprenticeship clauses were contained in 14.9% of agreements with trade unions and 7.5% of non-union agreements. Traineeship clauses were found in 12.8% of union agreements and 8.1% of non-union agreements. While fewer union agreements contained traineeship clauses than apprenticeship clauses, significantly more agreements with unions had provisions for both forms of training than those not involving unions.

figure 2.4: incidence of apprenticeship and traineeship clauses by parties to agreement

Source: ADAM Database, 2005, acirrt, March 2005 Quarter, University of Sydney.

apprentice wage rates in enterprise agreements

Over half of current agreements with apprenticeship clauses had provisions on apprentice wage rates. Parent awards generally cover the issue of apprentice wages and the rates are usually expressed as a percentage of the qualified tradesperson rate, with the percentage increasing over each year of the apprenticeship term, which is mostly four years. A number of agreements appear to be just re-stating the percentages contained in the award, although variations indicate that some agreements specify different enterprise rates to deal with particular circumstances: most likely difficulty in attracting sufficient suitable apprenticeship applicants as well as difficulty in retaining apprentices in their final years. This latter circumstance can be a serious problem for employers in times of extreme labour shortage.

Thirty currently operating agreements with apprentice wage rate clauses specified the percentages of the tradesperson rate for each year of the apprenticeship term, with many others showing actual dollar wage rates. The actual percentages payable vary somewhat between industries and particular trades. The median rate was 42% for a first year apprentice, 55% for the second year, 75% for the third and 88% for the final year of a 4 year term. Table 2.2 below shows the degree of variability of the rates.

table 2.2: wages for apprentices – percentage of the tradesperson rate

	Stage of Apprenticeship term			
	1st Year	2nd Year	3rd Year	4th Year
Highest	60	75	80	95
Lowest	40	45	53	70
Mean	44.7	57.0	74.3	88.2
Median	42	55	75	88
Standard Deviation	5.1	5.2	4.4	4.3

Source: ADAM Database, 2005, acirrt, March 2005 Quarter, University of Sydney.

approaches to dealing with apprentices and trainees in enterprise agreements

An examination of 42 sample clauses drawn from 103 currently operating agreements with apprenticeship clauses in the ADAM database revealed that they dealt with one of six general issues. These included general statements of intent or policy, specification of apprentice numbers, the employment status of apprentices, payments to apprentices, adult apprenticeship provisions and specification of training experience.

General statements of intent or policy
General policy on apprenticeship training or commitment
Agreement to seek ways of employing more apprentices
Acknowledgement of labour shortages and need for extra training
References to apprentice training legislation
Specification of apprentice numbers
Stipulation of an apprentice to tradespersons ratio
Specification of the number of apprentices to be employed at any given time
Specification of the number of apprentices to be recruited in a given period
Employment status of apprentices
No guarantee of employment at the end of an apprenticeship term
All apprentices to be direct employees of the enterprise
Enterprise to act as host employer for a Group Training Company
Apprentices taken on are not to replace existing employees (no displacement)
payments to apprentices
Apprentices to be paid while attending College/RTO course
Acknowledgement that higher wage rates are required for retention of 4th year apprentices
Acknowledgement that construction project work is more suitable for 3rd & 4th yr. apprentices
adult apprenticeship provisions
Adult apprentice clause
Adult traineeship of 6 months as preliminary to engaging existing employees as apprentices
Income maintenance of existing employees who are engaged as adult apprentices
specification of training experience
Adequate supervision of apprentices is to be provided
The performance of apprentices must be monitored (including formal course attainments)
Pre-apprenticeship course clause
Payment or reimbursement of College/RTO course fees for apprentices

Source: ADAM Database, 2005, acirrt, March 2005 Quarter, University of Sydney.

The range of topics covered in the list is indicative of the ways in which the industrial parties are utilising the flexibility of enterprise bargaining arrangements to write in extra provisions that relate to circumstances currently prevailing in an industry or in the environment of a single enterprise. There are a significant number of agreements in which the parties commit to supporting the apprenticeship training system. Typical clauses of this nature are provided below.

EXTRACT 1 (CONSTRUCTION INDUSTRY)

14.1 Apprentices

14.1.1 Apprentices are the future of the industry and the parties reaffirm their commitment to the training of apprentices. Further they shall make every endeavour to make full time apprenticeships available with the Employer.

EXTRACT 2 (CONSTRUCTION INDUSTRY)

Continuation of Apprenticeship Training

The company recognises the importance of training apprentices for its future needs and is therefore committed to continuing its practice of employing and training apprentices.

EXTRACT 3 (INDUSTRY AGREEMENT FROM CONSTRUCTION INDUSTRY)

23. Apprenticeships/Labour Shortage

- (a) The parties agree to put together a working party made up of Industry representatives to address the issue of apprenticeships and labour shortages.*
- (b) By the beginning of February 2004 companies will be in a position to employ at least 1 apprentice at a minimum ratio of 1 apprentice to 4 trades people.*
- (c) This clause applies to all companies who employ a minimum of 4 trades people.*

EXTRACT 4 (MINING INDUSTRY)**28. Apprentices/Traineeships**

The Parties recognise the benefit of the development of individuals and of industry skills and therefore support the engagement of a maximum of 1 x Apprentice and 1 x Trainee at the Mine at any time.

The following extract from the construction industry is an innovative approach to dealing with apprenticeships and traineeships in enterprise agreements. It is unusual to find such a comprehensive series of clauses that demonstrate the broad range of issues for apprenticeships and traineeships.

EXTRACT 5 (ELECTRICAL CONTRACTING INDUSTRY)

14.1.4 It is agreed by the parties to this Agreement that all apprentices/trainees covered by this Agreement will continue to be paid for all time spent at trade school (including travel time allowance) and not be disadvantaged by any changes to any government policy on training, trainees or apprenticeships.

The Employer recognises that apprentices hired from Group Training companies have a right to be treated as any other apprentice. The Employer shall attempt to hire the apprentice for a minimum time of one month where practicable and shall ensure that the quality of training is of a high standard. They shall not be used as a cheap form of supplementary labour.

14.2 Trainees

Trainees shall be required to complete the "off-the-job" component of their training without loss of pay and during ordinary working hours. This will include attendance at an approved Registered Training Organisation's training premises.

14.3 Apprentice Fees

The Employer shall reimburse the apprentice annually for the cost of the TAFE/RTO fees upon production of evidence of successful completion of the modules.

14.4 Apprentice Wages**14.4.1 Wage Rates**

The base wage rate listed in the appropriate Appendix applies for a 12 month period from the date of commencement. Progression to the wage rate for each year of the Apprenticeship will apply from the anniversary date.

14.4.2 TAFE Institute/RTO achievement allowance

The TAFE Institute/RTO achievement allowance is payable subject to the following conditions:

To be entitled to payment of the allowance from the anniversary date an apprentice must not have more than one not completed/failed module result on their Apprenticeship Course record.

If an apprentice has 2 or more not completed/failed module results on their Apprenticeship Course record then his/her wage is paid only at the base rate.

If an apprentice successfully completes the 2 or more previously not completed/failed modules within the January to June period of the subsequent year following the initial failure, so that there are no outstanding not completed/failed module results on their Apprenticeship Course record, then the allowance will be back-paid to the apprentice's anniversary date of the current year in which the 2 or more not completed/failed modules are successfully completed.

If the apprentice does not successfully complete the 2 or more not completed/failed modules within the January to June period of the subsequent year then the apprentice is not entitled to the back pay.

Notes:

Modules will be replaced with units of competence perhaps as early as mid 2006 when the new Electro-technology Training Package is introduced. Many TAFE Institutes record a fail as "not complete". A fail is recorded when the mark achieved for the module is less than 65%.

14.4.3 Apprentice Ratio to Trades people

To ensure that apprentices receive appropriate on the job training by experienced trades people and apprentice numbers are maximised, the Employer shall endeavour to maintain a ratio of at least one apprentice to three (3) trades people.

Where this is not achievable due to health and safety reasons or matters outside of the Employer's control, the parties shall discuss the matter and try and reach a settlement. If no settlement is possible, the matter shall be referred to the Electrical and Communication Industry Disputes Board for determination.

Subject to the Supervision Guidelines referred to in clause 14.6, there should be no more apprentices engaged than trades people on any site, project or job i.e. 1:1 ratio.

The parties shall discuss and implement agreed strategies to maximise apprentice intake for the Employer. Provided that the application of this Clause shall not be used to displace existing employees.

14.5 Apprenticeship Supervision

All apprentices shall be supervised by an appropriately qualified tradesperson. The parties shall implement the OCEI "Supervision guidelines for apprentices working on electrical installations". These guidelines were developed by the Industry parties under the auspices of the Office of the Chief Electrical Inspector.

14.6 Adult Apprentices

People who are 21 years of age or over at the time of entering into an apprenticeship with the Employer will be paid as per the wage rates set out in the appropriate Appendix to this Agreement.

3 innovative clauses

innovative approaches to leave

Leave arrangements provide employees with paid time off from work and are commonly specified as standard entitlements given to all employees. This quarter witnessed several innovative leave provisions that are designed to cater for the needs of both the workplace and employees.

Flexible leave arrangements are generally introduced into enterprise agreements as a way of reducing absenteeism while providing employees increased autonomy in the way that they use their leave entitlements. Flexible leave arrangements in the form of cashing in of unused leave arrangements are gradually becoming more popular. These arrangements provide workers with an incentive not to use all their leave entitlements and reward those employees who take less leave with a form of bonus payment. However, schemes like this do have their disadvantages, discriminating against those who are genuinely sick and depriving them of a cash bonus which their healthier co-workers receive. The first agreement from the metals and engineering industry provides employees with the ability and choice to buyout their annual or long service leave entitlements. A second agreement from the same industry allows for the pay out of sick leave.

This quarter we have also seen an increase in the provision of innovative purchased leave schemes. Purchased leave schemes enable employees to sacrifice a portion of their annual salary to purchase additional annual leave. The third agreement, from the public sector, provides a graduated purchased leave scheme. Employees can choose to purchase a minimum of one week to a maximum of eight weeks additional leave. Alternatively employees can sacrifice 20% of their salary over four years and shall be entitled to extended paid leave of twelve months. This clause also caters to employees who do not wish to enter into this arrangement by allowing them to take extend their statutory leave entitlements by taking them on half pay.

EXTRACT 1 (METALS AND ENGINEERING INDUSTRY)**13. LONG SERVICE LEAVE BUYOUT**

All employees have the option to make an application for paying out all Long Service Leave. The minimum is two weeks. This option will only be made available annually in March.

Payments can either be:

(a) deposited directly into the company nominated superannuation fund; or

(b) credited directly into the employees nominated bank account as a payroll transaction. This provision is available to all employees with Long Service Leave entitlements i.e. been with the business for longer the 10 years.

14. ANNUAL LEAVE BUYOUT

All employees have the option to make an application for payment of up to two weeks of their accrued annual leave entitlement when such leave is six weeks or more. This option will only be made available annually in March.

Payments can either be:

(a) deposited directly into the company nominated superannuation fund; or

(b) credited directly into the employees nominated bank account as a payroll transaction.

This provision is available to all employees with annual leave entitlements of six weeks or more. Only the amount in excess of four weeks entitlement is paid out. Up to two weeks maximum.

EXTRACT 2 (METALS AND ENGINEERING INDUSTRY)**13. SICK PAY**

(a) Employees shall have the option of cashing out unused sick leave. Employees may cash out leave in excess of 10 days on their anniversary date each year.

(b) Payout on Termination

(i) Employees up to 2 years service No payout

(ii) Employees between 2 to 5 years 50% of unused sick leave

(iii) Employees with 5 years or more 100% of unused sick leave

EXTRACT 3 (PUBLIC SECTOR)*51. PURCHASED LEAVE*

51.1. Notwithstanding any other provision of this Agreement, an Employee may, with the agreement of the Employer, work between 44 weeks and 51 weeks per year. Access to this entitlement may only be granted on application from an Employee and cannot be required as a precondition for employment.

51.2. Where the Employer and an Employee agree to a reduction in the number of working weeks under sub-clause 51.1:

51.2.1. the Employee will receive additional annual leave as follows:

<i>44/52 weeks</i>	<i>Additional 8 weeks leave (12 weeks in total)</i>
<i>45/52 weeks</i>	<i>Additional 7 weeks leave (11 weeks in total)</i>
<i>46/52 weeks</i>	<i>Additional 6 weeks leave (10 weeks in total)</i>
<i>47/52 weeks</i>	<i>Additional 5 weeks leave (9 weeks in total)</i>
<i>48/52 weeks</i>	<i>Additional 4 weeks leave (8 weeks in total)</i>
<i>49/52 weeks</i>	<i>Additional 3 weeks leave (7 weeks in total)</i>
<i>50/52 weeks</i>	<i>Additional 2 weeks leave (6 weeks in total)</i>
<i>51/52 weeks</i>	<i>Additional 1 week leave (5 weeks in total)</i>

51.2.2. the Employee will receive a salary equal to the period worked (eg 46 weeks, 49 weeks) which will be spread over a 52 week period, and

51.2.3. accrual of sick leave and long service leave by the Employee shall remain unchanged.

51.3. As an alternative to entering into an arrangement under sub-clause 51.1, an Employee may request that one or more weeks of his or her recreation leave entitlement each be converted to two weeks leave on half pay.

51.4. The Employer will endeavour to accommodate Employee requests for arrangements under this clause and, where such requests are granted, will make proper arrangements

to ensure that the workloads of other Employees are not unduly affected and that excessive overtime is not required to be performed by other Employees as a result of these arrangements.

51.5. An Employee may revert to ordinary 52 week employment by giving the Employer no less than four weeks written notice. Where an Employee so reverts to 52 week employment, appropriate pro rata salary adjustments will be made.

52. EXTENDED LEAVE SCHEME

52.1. At the election of the Employee and with the written agreement of the Employer, provision may be made for an Employee to receive, over a four year period, 80% of the salary they would otherwise be entitled to receive in accordance with this Agreement.

52.2. On completion of the fourth year, the Employee will be entitled to 12 months leave and will receive an amount equal to 80% of the salary they were entitled to in the fourth year of deferment.

52.3. Where an Employee completes four years of service under this extended leave scheme and; is thereby not required to attend duty in the fifth year, the period of non attendance shall not constitute a break in service and shall count as service for all purposes.

52.4. If the Employer agrees, the Employee may, by written notice, withdraw from this scheme prior to completing a four-year period. The Employee will receive a lump sum payment of salary forgone to that time, but will not be entitled to equivalent absence from duty.

employee assistance programs

Employee assistance programs are seldom a feature of enterprise agreements and when included they are frequently dealt with briefly. This quarter has seen a higher incidence of both the number and comprehensiveness of these provisions.

The first agreement from the plastics manufacturing sector provides employees who suffer from drug and/or alcohol dependency with assistance in the forms of external counseling and rehabilitation programs. In the second agreement from the construction industry employees who suffer from drug and/or alcohol dependency are also entitled to confidential counselling from external sources.

Unlike the first two agreements the third agreement, from the public sector, provides employee assistance to employees who suffer from addictions to drugs, alcohol and gambling. Under these arrangements employees are entitled to either unpaid or paid leave to attend rehabilitation programs. Employees, other than casuals, with more than two years service are eligible for graduated leave entitlements. In recognition of the ongoing commitment to rehabilitation employees under this agreement are entitled to additional leave in subsequent years.

EXTRACT 4 (PLASTIC MANUFACTURING INDUSTRY)

SUBJECT: DRUG AND ALCOHOL

THIS POLICY & PROCEDURE APPLIES TO: All Staff, Employees and Contractors

1. POLICY

The company is committed to providing a safe and healthy workplace for all its employees and providers of contract services working on Company property, or under Company supervision, and is committed to operating its facilities in a manner that has no adverse safety, health or environmental impact on the community at large.

The Company requires that the performance of its employees and contractors, whilst carrying out work duties, be unimpaired by the influence of alcohol, drugs or any other substance which may adversely affect work performance. Employees and contractors who attend work whilst under the influence of alcohol or drugs present a serious risk to their own safety as well as the safety of their fellow workers. Such behaviour is in breach of employees' and contractors' obligations under occupational health and safety legislation. The use, possession, sale or purchase of any illegal drug, any prescription drug without a valid prescription or of alcohol (except per paragraph 4 of this Policy) in or on Company property (including company cars) or arriving at work under the influence of such substances, is strictly prohibited.

Where there are reasonable grounds to believe a visitor to a site is under the influence of drugs or alcohol, that person will be asked to leave the site.

When reasonable grounds exist to believe that an employee or contractor is adversely affected by drugs or alcohol, or following any incident or accident where there are reasonable grounds to suspect the involvement of drugs or alcohol, the employee or contractor will be deemed unfit for work and will be sent home in a manner which ensures his/her safe travel. Reasonable grounds could include behavioural changes of such a degree as to cause supervisory concern.

On the person's return to work, a discussion between the person and his/her supervisor will take place. Where there is a probability of drug and/or alcohol dependency an offer of assistance in the form of counselling and rehabilitation through referral to external treatment programs and support groups will be made. Assistance is provided on the understanding that the Company does not admit any liability for the condition of the person or any responsibility for the effectiveness of the treatment involved. Every effort will be made to maintain confidentiality.

If a person with a drug or alcohol problem refuses to seek treatment, or if after an agreed period of time following treatment there is not a clear and consistent improvement in the person's work performance, then the person will be treated in the same way as any other employee or contractor who does not meet expected work performance standards. Repeated offences or more serious breaches of this policy may result in the termination of employment, or in the case of a contractor, in the termination of the contract. (Refer to Performance Counselling and Discipline policy.)

All employees, contractors and site visitors are required to comply with any specific requirements set down in any applicable site Health and Safety policies and procedures, including policies controlling smoking in the workplace.

EXTRACT 5 (CONSTRUCTION INDUSTRY)

15.0 Company Drug and Alcohol Policy

The Company recognises that the misuse of drugs and alcohol is a significant community problem with the potential to impact upon the health and safety of its employees, the safe operation of the company's business, and the protection of the environment. It can also have significant negative impact on operational and business decision making.

In accordance with the Company's commitment to safety, occupational health and the protection of the environment, as a minimum the Company's policy requirements for the management of alcohol and the misuse of drugs shall be adopted in all areas of the Company's operations and apply to all employees and subcontractors.

The Company's completed drug and alcohol policy is available on the intranet.

The Company provides a free, confidential Employee Assistance Program to all staff, manned by external counsellors. This service can be used by staff in relation to assisting in any drug and alcohol related issues.

EXTRACT 6 (PUBLIC SECTOR)*59. LEAVE TO ATTEND ALCOHOL & DRUG REHABILITATION PROGRAM*

59.1. An Employee, other than a casual Employee, may be granted leave with or without pay to undertake an approved rehabilitation program where the Employer is satisfied that:

59.1.1. the Employee's work performance is adversely affected by the misuse of drugs or alcohol or problem gambling;

59.1.2. the Employee is prepared to undertake a course of treatment designed for the rehabilitation of persons with alcohol or drug misuse or gambling problems; and

59.1.3. a registered medical practitioner has certified that in his or her opinion the Employee is in need of assistance because of their misuse of alcohol or drugs or problem gambling and that the Employee is suitable for an approved rehabilitation program.

59.2. On production of proof of attendance at an approved rehabilitation program in accordance with sub-clause 59.1, an Employee may be granted leave as follows:

59.2.1. An Employee who has completed 2 years continuous or aggregate service and who has exhausted all other accrued leave entitlements may be granted leave with pay up to the maximum number of days specified below:

<i>Completed Years of Service</i>	<i>First Year of Program</i>	<i>Subsequent Years of Program</i>
<i>2 years</i>	<i>20 days</i>	<i>15 days</i>
<i>3 years</i>	<i>27 days</i>	<i>20 days</i>
<i>4 years</i>	<i>33 days</i>	<i>25 days</i>
<i>5 or more years</i>	<i>40 days</i>	<i>30 days</i>

59.2.2. An Employee who has completed less than two years continuous or aggregate service may be granted leave without pay for the purposes of attending an approved rehabilitation program.

innovative approaches to training and study leave

Training provisions in agreements have typically only covered basic and general issues and have generally lacked comprehensive detail concerning training programs or payment and allocation of training for employees. This quarter has seen a significant rise in the comprehensive nature of training provisions.

The first agreement from the transport industry has demonstrated its commitment to training by having established a subsidiary company that operates as a registered training organization which provides curriculum and program support for employees. The company has implemented a voluntary program of adult traineeships for all staff with the intention of codifying and enhancing staff skills and knowledge.

The second agreement from the health services industry promotes both training and professional and career development. Employees are paid for attendance at seminars, conferences and workshops, with any costs associated with these being reimbursed by the employer. The company's commitment to encouraging staff development is also demonstrated in their study leave provision. Employees with two or more years of services who undertake further educational and professional development are entitled to five days study leave per semester.

The final agreement from the aged care sector provides examination leave for both full time and part time employees undertaking tertiary education relevant to their employment. Full-time employees are entitled to three days leave in any one year and part-time employees who work an average of three shifts or 24 hours per week can access examination leave on a pro-rata basis.

EXTRACT 7 (TRANSPORT INDUSTRY)*13. Training*

13.1 The company maintains a high commitment to training of its personnel. The company provides availability of full time trainers in each state and operates a subsidiary company as a Registered Training Organisation to provide curriculum and program support.

13.2 The company offers a wide range of accredited programs from the Certificate in Transport and Distribution in both Road Transport and Warehousing. The company is intends to continue participating in a program of Adult Traineeships for all staff, on a voluntary basis, to codify and enhance the qualifications held by existing staff. It is intended that such program will have a significant number participants registered for a comprehensive recognition and training program to Certificate III level.

13.3 The company's trainers generally have been recruited from the Transport and Distribution Industry and have all had many years of practical experience that provide them with an excellent base of industry knowledge and understanding of employee issues.

13.4 The company's training services commences its relationship with employees generally at the interview stage where Driver or Workplace Assessments are carried out to determine an applicant's suitability for a particular task. On appointment, the induction of a new employee into the workplace is generally conducted by a company trainer. Regular programs of Driver Training, Manual Handling, Defensive Driving and Licence upgrades are conducted as the employee progresses in their employment with the company. The company also has a process of regular re-induction of employees to ensure that changes in procedures are well known in the workplace and that new practices and developments are communicated directly to employees

13.5 The company intends to have trained on each of its sites at least one Workplace Assessor to ensure that there is always someone available to conduct assessments in the absence or unavailability of a company trainer. Workplace Assessors form an important link in the ability of the company to deliver comprehensive training services. The role of Workplace Assessor recognises the expertise of experienced staff. The Workplace Assessor Training Program is fully funded by the Company and is a three-day training program.

13.6 The training subsidiary referred to above is an important distinguishing feature of the company's commitment to Training. As a VicRoads Accredited Heavy Vehicle Testing organisation, the training subsidiary has trialed a number of Vicroads and NRTC initiatives. The Transitional Fatigue Management Scheme is a good example of

the type of program that has been introduced throughout the company by staff of training subsidiary.

13.7 *As well as the planned upgrade of skills for staff much of the work of trainers is in response to particular difficulties that staff may have dealing with new equipment, changed conditions or work practices. The company's training aims to be both proactive and also supportive in reaction to the needs of staff in meeting both safety and efficiency objectives for the benefit of the individual and the company.*

13.8 *The company reaffirms its policy of providing necessary training for all employees to meet operational requirements, as reflected in the foregoing. All company required training is to be provided at no cost to employees, with employees being paid the base rate for each hour's participation. However, there shall be no payment for attending training outside ordinary rostered hours for acquisition or renewal of necessary licences, certificates or 'passports', ie "knowledge for time" exchange. Where practicable and provided there is no disruption to normal operations, training will be conducted in the period Monday to Friday.*

13.9 *The company shall promote through its training programs professional excellence, health and safety, improved understanding of the award and general industrial rights and obligations, for the mutual benefit of the company and its employees.*

Induction

13.10 *All new employees must complete appropriate inductions prior to being allowed to work independently or to operate company supplied vehicles or equipment. The designated manager makes the necessary arrangements for the following to be completed: general induction, site specific briefing, and vehicle/equipment instruction. The names of newly inducted employees will be made available to the Union's site delegate.*

Ongoing Training

13.11 *The company will provide directly, through its training subsidiary, or with the assistance of other accredited training providers ongoing training for its employees, including in respect of: in-cab assessments, new vehicle and equipment instruction, on-road awareness, fatigue management, defensive driving, workplace health and safety, customer service, new technology, quality management (including HACCP and Trucksafe).*

EXTRACT 8 (HEALTH SERVICES INDUSTRY)**PART 11 - PROFESSIONAL DEVELOPMENT AND TRAINING****11.1 Professional Development**

11.1.1 *Employees will be paid for attendance at seminars, conferences in-services or workshops that occur outside ordinary working time where such attendance is authorised by the Practice and where the subject matter is directly related to the employee's employment, and in the opinion of the Practice will contribute to the employee's Professional Development. Reimbursement of expenses incurred by the employee must be reasonable and agreed beforehand with their Departmental Manager.*

11.1.2 *Ordinary working time does not include penalty rates.*

11.2 Commitment to Training and Career Development

11.2.1 *All parties acknowledge that various degrees of training are provided to employees in the Practice, both by internal on the job training and through external training providers*

11.2.2 *All parties commit themselves to continuing such training as is regarded by them as appropriate and improving training in such cases where this is required.*

11.2.3 *It is agreed that the parties will co-operate in ensuring that appropriate training is available for all employees in the Practice, and the parties agree to co-operate in encouraging both the Practice and employees to avail themselves of the benefits from such training.*

11.2.4 *The parties are committed to encouraging young people to view the Practice as having the capacity to provide them with an interesting career.*

11.3 Training and Retraining

11.3.1 *Where an employee undertakes a course of training/retraining at the request of the Practice, such training shall not result in the loss of any ordinary time earnings by the employee and shall wherever possible be conducted in the Practice's time.*

11.3.2 *Notwithstanding the provisions contained in clause 11.3.1 of this Agreement, where an employee undertakes a course of training/retraining at the request of the Practice at a time/times either partially or wholly outside ordinary working hours including Saturdays and Sundays, but excluding statutory holidays; such time shall be paid for at the rate of single time.*

11.3.3 No employee subject to 11.3.2 above shall be required to attend such course(s) of training/retraining for more than 4 hours on any week day or 8 hours on any Saturday or Sunday and no more than 5 days in any one year of employment.

11.3.4 All approved costs associated with such training/retraining shall be borne by the Practice.

11.4 Study Leave

The company encourages further education and professional development of staff. five days study leave, or equivalent leave, per semester may be granted to staff for courses which are considered of benefit to the Practice. Leave will be granted at the discretion of Management and must be approved by Executive Management in writing.

Granting of leave for study or conference purposes in no way implies future promotion opportunity but rather is deemed to be a non-financial privilege.

The decision by Management regarding qualification for study leave must be made in advance of the course being undertaken.

An application for such Leave can only be made where an employee has had at least two continuous years of service and the granting of such Leave will not cause unnecessary inconvenience in the Department or Section of the Practice.

EXTRACT 9 (AGED CARE SERVICES)

APPENDIX 6

Examination Leave

1. Employees shall be entitled to 3 days paid leave in any one year for the purposes of undertaking and/or preparing for examinations in a course of study. Leave entitlements pursuant to this clause shall not accumulate from year to year.
2. Entitlement to leave pursuant to subclause 1 shall be available to full-time and part-time employees who are employed to work on average for three shifts or 24 hours per week.

3. Entitlement to leave pursuant to subclause 1 shall be subject to an employee having been employed by the particular establishment for 18 months immediately prior to taking of examination leave.

4. Entitlement to leave pursuant to subclause 1 shall be granted for studies which are relevant to employment at the establishment and would normally be undertaken in a Tertiary Institution.

5. Entitlement to leave pursuant to subclause 1 shall be taken at a time that is mutually agreed between the employer and the employee. The employer shall not unreasonably withhold approval for such leave.

family friendly innovations

Despite recognition that family friendly work practices can improve retention and reduce turnover rates during a time of skill shortages, family friendly clauses that can improve work/life balance are still relatively rare in enterprise agreements. In the March 2005 quarter two agreements attempt to address these issues.

The first agreement from the financial services industry provides increased flexibility in hours for those who work from home. The agreement allows employees to perform their work “during hours of their choice” while protecting them from work intensification by ensuring that they are given sufficient notice to perform the work during the span of normal hours.

The second agreement, also from the financial services industry, provides for paid maternity, paternity and adoption leave. This comprehensive clause is written in plain English to ensure that all employees understand their entitlements.

EXTRACT 10 (FINANCIAL SERVICES)

3. SCOPE AND PERSONS BOUND

a) *This Enterprise Agreement shall be binding upon the company and shall apply to work undertaken by the group of employees whose contract of employment is otherwise covered by the terms and conditions of the Clerks (SA) Award ("the Award")*

b) *Employees who work from home shall be exempt from Clauses 12, 13, 14(i) and 14(ii), and shall be able to perform their work during hours of their choice provided they are given sufficient notice to enable them to perform the work during the span of normal hours as defined in clause 12 of the 2005 Enterprise Agreement*

c) *Management undertakes to make every effort to ensure allocation of work to employees working from home will not result in reduced "normal hours" of work available to casual workers PROVIDED THAT the deadlines and contracted delivery times for the categories of work so allocated from time to time are not compromised*

EXTRACT 11 (FINANCIAL SERVICES INDUSTRY)

21. Parental Leave

You are entitled to parental leave.

21.1.1 What leave is paid?

Parental leave will be paid in the following circumstances:

** Maternity Leave - You will be paid for the ordinary hours you would have worked during the first 12 weeks of this leave at the time you take the leave.*

** Paternity Leave - You will be paid for the ordinary hours you would have worked for the first week of this leave at the time you take the leave.*

** Adoption Leave - You will be paid for the ordinary hours you would have worked during the first six weeks of this leave at the time you take the leave as the primary carer.*

21.1.2 Who is entitled to leave?

You must be a full time or part-time Employee and have had twelve months continuous service with the Company immediately before the date you start your leave.

21.1.3 What is continuous service?

Continuous service means unbroken service. Your service is not broken if you work part-time or if you take leave in accordance with this Schedule or any leave authorised by the Company.

21.1.4 What is the leave available for?

Maternity leave is for Employees who become pregnant.

Paternity leave is for a male Employee taking on the principal role of providing care and attention to a child of his or his spouse, under the age of one year.

Adoption leave is for an Employee taking on the principal caring role of a child under the age of five years.

21.1.5 How much leave is available?

The maximum amount of leave between you and your spouse is 52 weeks of leave. Spouse includes a de facto or former spouse. For example if your spouse takes three months leave from his/her employer you can take up to nine months leave.

21.1.6 Other leave entitlements

You can take any annual leave or long service leave due to you at the same time as parental leave provided your total absence from work does not exceed the period of parental leave allowed.

You cannot take sick leave or other paid absences during parental leave.

21.1.7 Your continuity of service

Your continuity of employment with the Company is not broken by your parental leave however you do not accrue other entitlements such as annual or long service leave while you are away and your period on leave does not count as part of your total period of service with the Company.

21.1.8 When you are ready to return

You must give at least four weeks notice of your intention to come back to work before the end of your leave. On returning (or at the end of the notice you have given) you are entitled to your previous position or to a position of equal status and at least the same remuneration. Your previous position is the position you held before starting leave or if you moved to safe duties, the position you held before you moved.

21.1.9 You can shorten or lengthen your leave

Subject to the 52 week maximum which you and your spouse can take as parental leave you may extend your period of leave by giving the Company at least four weeks notice in writing of how much extra time you want to take. You may do this once as of right. If you want more than one extension you have to get the Company's agreement.

You may also shorten the period with the Company's consent, by giving at least four weeks notice of the period by which you want to shorten your leave.

21.1.10 A replacement Employee

The Company can employ a replacement Employee to fill your position. Before employing the Employee, the Company must tell the Employee of the temporary nature of the employment and of your right to return to work.

If someone is temporarily promoted or transferred to your position and a replacement is employed for the promoted or transferred Employee, the Company must tell the replacement of the temporary nature of the employment and of the rights of the promoted/transferred Employee to return to his/her position. The Company does not have to employ a replacement Employee.

21.1.11 Termination

Whilst on leave you or the Company can terminate your employment by giving the required notice. However the Company cannot terminate your employment because of your need for or absence on parental leave.

21.2 Maternity Leave

21.12.1 When you can take leave

You can only take leave up to your child's first birthday. Except for one week at the time of birth you cannot take maternity leave at the same time as your spouse takes paternity leave.

The company may require you to provide a medical certificate should you continue to work within the six week period immediately prior to the expected date of birth or where you elect to return to work within six weeks after the birth stating you are fit to work your normal duties.

21.2.2 Notice and documentation

You must give the Company a certificate from a registered medical practitioner stating that you are pregnant and the expected date of birth. You must give the Company this certificate at least ten weeks before the expected date of birth. You must give the Company at least four weeks' notice in writing of the date on which you propose to start your maternity leave and the period of leave to be taken.

At the same time you must give the Company a statutory declaration as to the amount of paternity leave to be taken by your spouse and it must also state that you will not engage in any conduct inconsistent with your contract of employment during your period of maternity leave.

You do not breach this Agreement if you cannot give the Company ten weeks' notice because you have your child earlier than expected.

21.2.3 Transfer to safe duties

Where a registered medical practitioner considers it inadvisable for you to continue in your present job, due to illness or risks arising out of your pregnancy or hazards connected with your work then you must, if the Company considers it practicable, transfer to safe duties until the time you start your maternity leave.

When working these safe duties you are entitled to the minimum rate of pay and conditions of that particular job. If safe duties are not practicable, then you may, or the Company may require you to, take leave for whatever period the medical practitioner certifies as necessary- The Company will treat this leave as maternity leave.

21.2.4 Cancellation of maternity leave

If your pregnancy ends other than by the birth of a living child before you have started your maternity leave the Company will cancel your leave.

If this happens and you have started your leave, you can notify the Company in writing of your desire to return to work. The Company must nominate a starting date which will be no later than four weeks after you notified it of your desire to return to work.

21.2.5 Special maternity leave and sick leave

If your pregnancy ends after 28 or more weeks other than by the birth of a living child, you are entitled to special maternity leave which is certified as necessary by a registered medical practitioner.

Alternatively, for illness other than the normal consequences of birth, you are entitled to take paid sick leave (either in addition to special maternity leave or instead of it) if a registered medical practitioner certifies it as necessary before you return to work.

If you are sick as a result of the pregnancy you may take paid sick leave and further unpaid leave, prior to commencing maternity leave, if a registered medical practitioner considers it necessary. However, the total of all these periods of leave must not be more than the total maternity leave available to you.

21.3 Paternity Leave

21.3.1 When you can take leave

You can only take leave up to your child's first birthday. You can take one week of your leave at the time of the birth. You can take a further unbroken period of up to 51 weeks where you are to be the primary care giver to your child but you cannot take this part of the leave at the same time as your spouse takes maternity leave.

21.3.2 Notice and documentation

You must give the Company at least ten weeks notice of your proposed period of leave, and the starting and finishing dates of the leave. You must also give the Company, at the same time:

a) a certificate from a registered medical practitioner stating the name of your spouse, the fact that she is pregnant and the expected date of birth or the date on which the birth took place;

b) a statutory declaration stating that you will be the primary care giver to the child, and the details of any maternity leave to be taken or already taken by your spouse, and also stating that you will not engage in any conduct inconsistent with your contract of employment during the period of paternity leave.

you are not in breach of this Agreement if you do not give the proper notice because the birth Occurs earlier than expected or the mother of the child dies or some other compelling circumstance. You must however inform the Company immediately of any change in the information you have given in the certificate and statutory declaration.

21.3.3 Cancellation of paternity leave

Where you have not started your leave and the pregnancy of your spouse ends other than by the birth of a living child, the Company will cancel your leave.

21.4 Adoption Leave

21.4.1 When you can take leave

You can take leave where a child is placed with you for the purposes of adoption, except where the child is your own, or is the child of your spouse, or a child who has previously lived with you for a period of six months or more. You can only take leave if you are to be the primary care giver to the child and the child is less than five years of age. You must take leave within one year of the child being placed with you for adoption. It can be taken in two periods, or in one unbroken period of up to 52 weeks. Your entitlement to 52 weeks will be reduced by any period of adoption leave to be taken by your spouse.

21.4.2 Notice and documentation

The Company requires a statement from an adoption agency or other appropriate body of the presumed date of placement of the child with you for adoption purposes, or a statement from an appropriate Government authority confirming that you are to have custody of the child pending application for an adoption order. When you get notice that your application for adoption has been approved you must notify the Company and within two months of getting the notice also notify the Company of the period or periods of adoption leave that you propose to take. If you have received approval at the time of commencing employment with the Company you must notify the Company on commencing employment.

Ten weeks before commencing leave you must give the Company notice in writing of the date of starting leave and the period of leave to be taken.

No later than one month before the placement takes place, you must give notice in writing to the Company of the proposed date of starting any period of leave which you are taking at the time of the placement of the child.

you are not in breach of this Agreement if you do not give the notice because of a requirement of an agency to accept earlier or later placement of a child, the death of the spouse, or other compelling circumstances.

21.4.3 Cancellation of adoption leave

The Company will cancel your leave if you have not started it and the placement of the child does not proceed.

If this happens and you have started the leave you must give notice to the Company of your intention to return to work, and the Company must nominate a time within four weeks for you to return to work.

21.4.4 Special leave

Two days unpaid leave is available to you where you are required to attend compulsory interviews or examinations as part of the adoption procedure. Where paid leave is available the Company has the option of paying you out of this leave.

staff retention

Initiatives to improve staff retention appear to be increasing in incidence in enterprise agreements registered in the March 2005 quarter. Three agreements in this quarter have included clauses to address this issue. The first agreement from the construction industry recognises the value of mature aged workers in an industry facing severe skill shortages. The agreement provides affirmative action for mature aged workers by instigating a ratio of mature aged workers to other staff.

The second agreement, from the storage industry, deals with the possibility of staff losses due to the relocation of the organisation. The agreement provides employees who are required to relocate with a \$500 bonus upon signing, and a subsequent \$1,000 bonus three months after the signing of the agreement provided the relocation has been successfully completed.

The third agreement, from the education industry, provides a return-to-work program for employees who have been on long-term leave with a non-compensable illness or injury. The agreement focuses on rehabilitation of the worker back into the productive workforce.

EXTRACT 128 (CONSTRUCTION INDUSTRY)*7.13 Mature Aged Workers*

The parties to this Agreement recognise that mature age workers are beneficial to the employer and the industry. To this end, the employer shall endeavour to employ a ratio of at least one mature age worker in every six employees. In all other instances, the parties shall ensure that mature age workers are not discriminated against when seeking or maintaining employment with the Employer.

EXTRACT 13 (STORAGE INDUSTRY)*17. Wage Adjustment and Other Benefits*

(ii) Employees who relocate from Site A to Site B will each receive:

(A) \$500.00 net of tax upon the signing of this Agreement; and

(B) provided they are still in the employ of the Company at the relevant time, 1,000.00 net of tax upon the successful completion of the relocation to Site B. This payment will be made not later than three months after the certification of this Agreement. If the relocation has not been successfully completed three months after certification, the payment will still be made, provided that the delay has resulted from circumstances that were outside of the control of the Unions or the employees.

EXTRACT 14 (EDUCATION INDUSTRY)*Return to work program**2.4 Long-term Illness Rehabilitation Program*

2.4.1 This section applies to an employee who has been absent on long-term Personal Leave with a non-compensable illness or injury (whether or not the absence relates to a single medical condition) for:

** a continuous period of at least 4 weeks; or*

** a total of at least 4 weeks within a period of 13 weeks.*

2.4.2 *An Institute appointed Rehabilitation Adviser will determine whether it is appropriate to place the employee on a rehabilitation program with a view to facilitating the employee's recovery and return to work.*

2.4.3 *If the Rehabilitation Adviser determines that a rehabilitation program is appropriate, the Rehabilitation Adviser must develop a rehabilitation program in consultation with the employee, the employee's supervisor, provider, and, with the employee's consent, the employee's treating medical practitioner.*

2.4.4 *The rehabilitation program will commence only if the employee agrees, in writing, to participate in the program and undertake all action identified as part of the program.*

2.4.5 *If the employee does not:*

** cooperate in the development of a rehabilitation program; or*

** agree to participate in the program; or*

** undertake all action identified as part of the program;*

the employee must provide a statement, in writing, setting out the reasons for not doing so.

2.4.6 *If, in the opinion of the Principal, the statement of reasons provided is not satisfactory, or if no statement is provided, the Principal may decide to deny Personal Leave to the employee for a continuing absence, or any further absences, related to:*

** the medical condition or conditions that led to the development of the rehabilitation program; or*

** a medical condition arising from a previous denial of Personal Leave under this clause.*

2.4.7 *The Institute will meet any costs arising out of the rehabilitation program, except to the extent that the costs are covered by Medicare or the employee's private health insurance (if any).*

redundancy and redeployment

Two agreements registered in the March 2005 quarter provided innovative approaches to supporting workers through the redundancy and redeployment process. The first agreement from the telecommunications industry provides increased support for redundant workers by providing access to an outplacement service. The agreement also allows redundant employees to use workplace resources in their attempt to find new employment.

The second agreement from the public sector provides financial and in-kind support for retraining of redundant employees. The agreement provides \$4,840 for retraining of employees for up to 12 months after redundancy, as well as providing vocational training programs for those affected.

EXTRACT 15 (TELECOMMUNICATIONS INDUSTRY)*2.3.4. Outplacement*

(a) An employee whose employment is terminated due to redundancy will be provided with access to outplacement services by the Employer. While the standard program available is based on two days, additional outplacement support will be considered by the Employer on a case by case basis.

(b) The Employer will provide various support mechanisms to assist employees to seek alternative employment including redeployment information, and reasonable access to computers, internet and facsimile machines during non-working time in business hours, or during working time, at the discretion of the Employer.

2.3.5. Alternative Employment

If the Employer obtains suitable alternative employment for an employee, the employee will not be entitled to severance pay.

EXTRACT 16 (PUBLIC SECTOR)*7. Redeployment and Retraining**(a) Redeployment*

The Corporation shall take such action as is reasonable to find suitable alternative short term employment within the Corporation for excess staff. The Corporation may explore redeployment opportunities in other areas of Australian Government employment.

(b) Provision for Retraining

The Corporation will fund genuine vocational training and retraining programs for staff including necessary special leave to attend external training and payment of course fees. Retraining may also be by means of a reasonable period of on-the-job training with the Corporation or inclusion in a training course where it is practicable and consistent with the Corporation's normal training programs.

These programs will address retraining necessary to undertake broader or different duties within the Corporation during the wind-up period or training to prepare staff for future employment opportunities outside the organisation on redundancy.

Access to retraining entitlements will continue to be available for a period of 12 months after a staff member's retrenchment from the Corporation where costs are genuinely incurred in facilitating re-employment. Access may be extended for an additional period of up to 12 months where the Chief Executive Officer is satisfied that extenuating circumstances exist.

Payment of course fees and other bone fide costs associated with training shall be limited to \$4,840 in respect of each individual staff member. Special leave to attend external training will be limited to four weeks in respect of each individual staff member.

4 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 using the weekly rate of pay that applied prior to the new rates under the new agreement to calculate the equivalent percentage amount. Other non-quantifiable wage increases within an agreement, such as those that rely on award increases, inflationary (CPI) movements, or individual staff appraisals to determine quantum wage increases, are not included in these calculations. Where different quantum wage increases are given for different groups of workers within the same agreement, an average quantum wage increase is calculated and used. acirrt also uses 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 it is 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.

Sample

As at March 2005, the ADAM Database has information on 12,544 enterprise (collective) agreements registered since 1993 in the Federal and State jurisdictions as follows:

Federal (6317), NSW (2061), SA (922), Queensland (2078), WA (1172).

report written by

Larissa Bamberry, Melissa Kerr, and Troy Sarina. Coding and data entry by Larissa Bamberry, Kalina Christova, Melissa Kerr, Anja Kirsch, Olga Kirzner, Nick Lucchinelli, Chris Morgan, Alicia Pearce, Troy Sarina, Jean Louise Vergara and Elizabeth Walker.

special issue written by

Chris Morgan

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 12,500 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

about acirrt, University of Sydney

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