

**CLERKS (SUNDAY TIMES) SPECIAL CASUAL EMPLOYEES  
AGREEMENT**

**NO AG 4 OF 1990**



1. - TITLE

This Agreement shall be known as the Clerks' (Sunday Times) Special Casual Employees Agreement and is made between the parties pursuant to subclause (4) of Clause 11. - Wages, of the Clerks' (Wholesale and Retail Establishments) Award.

2. - ARRANGEMENT

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3. - SCOPE

This Agreement shall apply to the categories of employees mentioned hereunder:

Readers Mart Classified Advisors

The parties agree that where it is possible for full time staff to perform a particular job casual or part time staff will not be employed.

4. - TERM

The term of this agreement shall be for a period of five years from the date hereof.

## 5. - BASE RATE

The base rate of pay for employees subject to this Agreement shall be the rate prescribed by the Clerks' (Wholesale and Retail Establishments) Award No. 38 of 1947 from time to time for a clerk of 25 years of age plus 17½ per cent loading in lieu of annual leave, sick leave and public holidays.

In addition to the amount prescribed above a loading of 6% shall be paid to employees who are required to operate a visual display unit in the performance of their duties for more than 50% of their time.

The divisor used to calculate the hourly base rate shall be 37.5.

## 6. - SHIFT LOADINGS

An additional loading of 15% of the prescribed 25 year old clerks rate shall be paid for all time worked on any intermediate or night shift worked between Monday to Friday inclusive as defined hereunder:

Shift means work done in the daily hours of rostered work, e.g. a shift of day work or of night work or intermediate work.

Day work means work done between 7 a.m. and 6 p.m., night work means work done between 6 p.m. and 7 a.m. and intermediate means work done during hours which include hours of both day and night work.

## 7. - SATURDAY AND SUNDAY WORK

All hours worked on a Saturday shall be paid for at the base rate plus an additional loading of twenty five per cent of the prescribed rate for a clerk of 25 years of age. All hours worked on a Sunday shall be paid for at the base rate plus an additional loading of seventy five per cent of the prescribed rate for a clerk of 25 years of age.

## 8. - HOLIDAY WORK

All hours worked on a holiday prescribed by the Clerks' (Wholesale and Retail Establishments) Award shall be paid at double time and a half of the prescribed rate of a clerk 25 years or over.

## 9. - OVERTIME

All time worked outside the rostered hours or 8 hours on any day or beyond 38 hours in any week shall be paid at the base rate multiplied by the penalty rate for such time in the Clerks' (Wholesale and Retail Establishments) Award.

## 10. - ANNUAL LEAVE

All employees the subject of this Agreement shall, at their request, be allowed annually four consecutive weeks' leave without pay and shall not suffer any loss of privilege, seniority or preference of engagement at the expiration of such leave. This entitlement, if not used, will be cumulative to a maximum period of eight weeks.

11. - HOURS

All employees shall work their ordinary hours according to a roster which shall be updated by the employer so that an employee always has at least one week's notice of the time at which work is to commence on each rostered day. The number of days and hours rostered to be worked each roster cycle shall not be altered with less than one month's notice to the employees concerned and shall be posted on a notice board accessible to the employees.

12. - SPECIAL LEAVE

By agreement between the employer and employee, all employees the subject of this agreement, shall after three years' continuous service be entitled to, in special circumstances, up to eight weeks' leave without suffering any loss of privileges, seniority or preference of engagement at the expiration of such leave.

13. - MATERNITY LEAVE

All employees the subject of this agreement shall be entitled to maternity leave in accordance with clause 32 of the Clerks' (Wholesale and Retail Establishments) Award No. 38 of 1947.

14. - SICK LEAVE

- (1) An employee, subject of this agreement, who is unable to attend or remain at his/her place of employment during ordinary hours of work by reason of ill health or injury shall be entitled to unpaid sick leave. This entitlement shall accrue at the rate of one sixth of a week for each completed month of service with the employer.
- (2) The unused portions of the entitlement to unpaid sick leave in any one year shall accumulate form year to year. This entitlement, if not used, will be cumulative to a maximum of 90 hours.
- (3) The provisions of this clause do not apply to an employee who fails to produce a certificate from a medical practitioner dated at the time of the absence or who fails to supply such other proof of the illness or injury as the employer may reasonably require provided that the employee shall not be required to produce a certificate from a medical practitioner with respect to absences of two days or less unless after two such absences in any year of service the employer request in writing that the next and subsequent absences in that year if any, shall be accompanied by such certificate.

15. - TERMINATION OF SERVICE

The employment of any employee shall be terminated by one week's notice on either side or payment or forfeiture of the week's wage as the case may be. Provided that an employee may be summarily dismissed for gross misconduct, in which case he/she shall be paid up to the time of dismissal only.

### 16. - LONG SERVICE LEAVE

The Long Service Leave provision set out in Volume 69 of the Western Australian Industrial Gazette at pages 1 - 6, both inclusive are incorporated in and form part of this Agreement.

### 17. - NO PREJUDICE

The provisions of this Agreement shall be without prejudice to the interests of all parties in relation to future negotiations.

### 18. - PAYMENT OF WAGES

All employees subject to this Agreement shall receive all wages directly into a bank or building society account nominated by the employee.

### 19. - EYE CARE - VDU USAGE

Initial Examination:

Initially new employees required to use VDU's for any significant period of their daily working hours will be asked to undergo an eye examination as part of their pre-employment medical. The eye examination will be arranged by the employer.

Whilst the eye examination will be at the expense of the employer, the Company will not meet the cost of spectacles should they be prescribed for VDU use or for any other purpose.

Follow-up Examinations:

A follow-up examination will be available to an employee 12 months after the initial eye test, and thereafter every two years if required by the employee and shall be arranged by the employee.

The eye examination will be at the expense of the Company. Should spectacles be prescribed specifically for use on the VDU, employees covered by Health Funds will be expected to utilise such a fund where practicable. Where an employee is entitled to a Health Fund rebate the Company will pay the difference between the rebate and the actual cost of the lenses and the difference between the rebate and the actual cost of a standard frame. Employees not covered by Health Funds, the employer shall meet the cost of the lenses and first \$50.00 of the cost of the frames. Written results of all eye examinations will be available to both the employee and the Company.

APPENDIX - RESOLUTION OF DISPUTES REQUIREMENT

- (1) This Appendix is inserted into the award/industrial agreement as a result of legislation which came into effect on 16 January 1996 (Industrial Relations Legislation Amendment and Repeal Act 1995) and further varied by legislation which came into effect on 23 May 1997 (Labour Relations Legislation Amendment Act 1997).
- (2) Subject to this appendix, and in addition to any current arrangements the following procedures shall apply in connection with questions, disputes or difficulties arising under this award/industrial agreement.
  - (a) The persons directly involved, or representatives of person/s directly involved, shall discuss the question, dispute or difficulty as soon as is practicable.
  - (b)
    - (i) If these discussions do not result in a settlement, the question, dispute or difficulty shall be referred to senior management for further discussion.
    - (ii) Discussions at this level will take place as soon as practicable.
- (3) The terms of any agreed settlement should be jointly recorded.
- (4) Any settlement reached which is contrary to the terms of this award/industrial agreement shall not have effect unless and until that conflict is resolved to allow for it.
- (5) Nothing in this appendix shall be read so as to exclude an organisation party to or bound by the award/industrial agreement from representing its members.
- (6) Any question, dispute or difficulty not settled may be referred to the Western Australian Industrial Relations Commission provided that with effect from 22 November 1997 it is required that persons involved in the question, dispute or difficulty shall confer among themselves and make reasonable attempts to resolve questions, disputes or difficulties before taking those matters to the Commission..





WESTERN AUSTRALIAN INDUSTRIAL RELATIONS COMMISSION

INDUSTRIAL RELATIONS ACT, 1979

Federated Clerks' Union of Australia Industrial  
Union of Workers, W.A. Branch

- and -

Sunday Times

(No. AG 4 of 1990)

Clerks' (Sunday Times) Special  
Casual Employees Agreement

SENIOR COMMISSIONER G.G. HALLIWELL

27 August 1990

AGREEMENT

HAVING heard Ms J. Barnesby on behalf of the Applicant and Mr P. Momber (of Counsel) on behalf of the Respondent and Mr M. Cuomo intervening on behalf of the Printing and Kindred Industries Union, Western Australian Branch, Industrial Union of Workers and who later withdrew from the proceedings, and by consent, the Commission, pursuant to the powers conferred on it under the Industrial Relations Act, 1979 hereby makes the following Agreement to be known as the Clerks' (Sunday Times) Special Casual Employees Agreement.

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COMMISSIONER

SENIOR

**VARIATION RECORD****CLERKS' (SUNDAY TIMES) SPECIAL CASUAL EMPLOYEES AGREEMENT****NO. AG 4 OF 1990**Delivered 27/08/90 at 70 WAIG 3600  
Consolidated at

CLAUSE NO.	EXTENT OF VARIATION	ORDER NO.	OPERATIVE DATE	GAZETTE REFERENCE
<b>1. Title</b>				
(1A. State Wage Principles)				
	Ins. Cl.	1752/91	31/01/92	72 WAIG191
	Del. 1A	1457/93	24/12/93	74 WAIG198
<b>2. Arrangement</b>				
	Ins. 1A.	1752/91	31/01/92	72 WAIG191
	Del. 1A	1457/93	24/12/93	74 WAIG198
	Ins. Appendix - Resolution...	693/96	16/07/96	76 WAIG2768
<b>3. Scope</b>				
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**Appendix - Resolution of Disputes Requirement**

Ins. Appendix	693/96	16/07/96	76 WAIG2768
(1),(6), Del. (7)	2053/97	22/11/97	77 WAIG 3079