

**REGISTER OF  
ENTERPRISE AGREEMENTS**

**ENTERPRISE AGREEMENT NO: EA99/267**

**TITLE:      Compact Disk Replacements Enterprise Agreement**

**I.R.C. NO:**                      99/4282

**DATE APPROVED/COMMENCEMENT:** 31 August 1999

**TERM:**                                      36 months

**NEW AGREEMENT OR  
VARIATION:**                      New

**GAZETTAL REFERENCE:**

**DATE TERMINATED:**

**NUMBER OF PAGES:**      6

**COVERAGE/DESCRIPTION OF**

**EMPLOYEES:**      Applies to employees, as defined in the Clerical and Administrative Employees (State) Consolidated Award, working within Compact Disk Replacements

**PARTIES:**      David Bell -&- Andrew Byrne, Ann Goldwater, Aleksandra Nedeljkovic, David Norrie, Ken Porter, David Tooze, Nigel Younes

# The Compact Disk Replacements Enterprise Agreement

## 1. *Title of Agreement*

- (1) The title of this agreement is the Compact Disk Replacements Enterprise Agreement.

## 2. *Parties to the Agreement*

- (1) The enterprise agreement is made in accordance with:
  - (i) *the provisions of sections 32 – 47 of the Industrial Relations Act 1996; and,*
  - (ii) *the Principles for approving enterprise agreements as provided by section 33(1) of the Act.*
- (2) The parties to this enterprise agreement are David Bell trading as Compact Disk Replacements, and the employees employed by David Bell within Compact Disk Replacements.

## 3. *The Enterprise*

- (1) The Enterprise for which the agreement was made is Compact Disk Replacements.

## 4. *Intention*

- (1) This agreement shall apply only to weekly and part-time employees, as defined in the Clerical and Administrative Employees (State) Consolidated Award, working within Compact Disk Replacements.

## 5. *Duress*

- (1) This agreement was not entered into under duress by any party to it.

## 6. *Incidence*

- (1) The agreement shall regulate partially the terms and conditions of employment previously regulated by the Clerical and Administrative Employees (State) Consolidated Award. Apart from clauses specified in this agreement all other clauses of the Clerical and Administrative Employees (State) Consolidated Award shall apply.

## 7. *Term*

- (1) This agreement shall operate from the date of registration and shall remain in force for a period of three years unless varied or terminated earlier by the provisions provided by the Industrial Relations Act 1996.

## 8. *Anti-Discrimination*

- (1) The parties agree to interpret and apply the provisions of this agreement in a manner which is not in breach of the Anti-Discrimination Act 1977.

## 9. Hours

- (1) This clause replaces Clause 6 of the Award.
- (2) Full Time Employees:
  - (i) *Ordinary hours of work shall be seven and one half hours (7½ hours) per day from Monday to Friday inclusive, totalling thirty seven and one half hours (37½ hours) per week.*
  - (ii) *A thirty minute lunch break shall be taken between the hours of 12:30pm and 2:30pm.*
- (3) Part Time Employees
  - (i) *Ordinary hours shall be set by individual contractual arrangements but shall be less than thirty seven and one half hours and at least twelve hours per week.*
  - (ii) *Hours will normally be worked between Monday and Friday during the hours of 9:00am and 5:00pm.*
  - (iii) *Required ordinary hours shall not exceed seven and one half hours on any day.*
  - (iv) *A thirty minute lunch break shall be taken between the hours of 12:30pm and 2:30pm during any shift of more than five hours.*
  - (v) *By agreement between an employee and management, part-time hours may be worked on a roster of up to four weeks. Average ordinary hours worked under any such roster shall equal the ordinary contracted weekly hours.*

## 10. Classification Structure

- (1) This clause replaces Clause 5 of the Award.
- (2) All adult-employees shall be graded in one of the following grades and informed accordingly in writing within 14 days of appointment to the position held by the employee and subsequent graded positions.
- (3) An employee shall be graded according to the criteria set in sub-clauses (4) to (8) of this clause, as determined by management.
- (4) A grade 1 position is described as follows:
  - (i) *Grade 1 shall be sub-divided into Adult and Junior categories. Grade 1 (Junior) employees shall be those aged under 21 years. Grade 1 (Adult) employees shall be those aged 21 years or over.*
  - (ii) *The employee shall perform general office duties assisting other office staff.*
  - (iii) *Work shall be under the direct supervision of the office supervisor, office manager and occasionally Grade 3 staff.*
  - (iv) *Duties shall include answering telephones, receiving and packing company product, assisting in dispatch of parcels and banking.*
  - (v) *Some basic computer tasks may be required.*
  - (vi) *Some customer contact may be included.*
- (5) A Grade 2 position is described as follows:
  - (i) *The employee shall perform client service duties, forming the fundamental customer liaison function. Duties shall include answering telephone calls, claim coding, arranging swaps for unavailable items, producing dispatch documentation and*



- arranging dispatch with clients, looking after deletions and backorders on customer claims.*
- (ii) *Employees shall be responsible for maintaining claim limits and volume.*
  - (iii) *Work shall be based predominantly on computers.*
- (6) A Grade 3 position is described as follows:
- (i) *The employee shall perform more complex duties involved in customer claims and other operations requiring a higher level of discretion.*
  - (ii) *Typical duties shall include bookkeeping tasks, reconciliation and maintenance of backorder and indent ordering systems.*
  - (iii) *The employee may be required to work with a high level of independence.*
- (7) A Grade 4 position is described as follows:
- (i) *The employee shall be responsible for day to day operations of a small team of client service or operations staff or performing other duties requiring substantial discretion and initiative or management of operational systems.*
  - (ii) *Responsibility for training new staff may be required.*
- (8) A Grade 5 position shall be described as follows:
- (i) *The employee may be responsible for a larger team of staff.*
  - (ii) *Management functions may be performed such as payroll management, employment recruitment and selection.*

## **11. Wages**

- (1) Base pay shall be at least the current Award rate applicable for an employee's grade. Base pay may exceed Award rate. This shall be set by individual contract. Grade 1 (Junior) base pay shall be at least the higher of the two current Junior Award rates applicable to the employee's age.
- (2) Pay week shall be Thursday to Wednesday. Wages shall be payable on the next working day after the end of the working week.
- (3) Wages shall be paid directly into a bank account nominated by each employee. By agreement between an employee and management wages may be paid by cheque.

## **12. Overtime**

- (1) This clause replaces Clause 12 of the Award with the exception of specific sub-clauses referred to herein.
- (2) It is the policy of Compact Disk Replacements that routine overtime shall not be worked. However, on occasion overtime may be offered.
- (3) Time worked in excess of seven and one half hours in any one day shall be deemed overtime provided it is worked with prior agreement between the employee and their manager.
- (4) Any overtime shall be explicitly requested by CDR and subject to the free consent of the employee. Unauthorised overtime shall not be payable.
- (5) Overtime shall be calculated in portions of 30 minutes or part thereof.

- (6) Part time employees
- (i) Any time to be worked in excess of ordinary hours shall be explicitly requested by CDR and subject to the free consent of the employee. Unauthorised additional time shall not be payable.
  - (ii) Additional time shall be paid at the standard hourly rate. Payment for any additional time shall be included with the pay for the week in which it was worked.
  - (iii) By agreement between an employee and management, ordinary hours may include up to nine and one half hours in any one day and weekends. This shall only occur at the request of the employee. Such time shall be paid at the standard hourly rate and shall not be deemed overtime.
- (7) Overtime shall be paid at the standard hourly rate. Payment for any overtime shall be included with the pay for the week in which it was worked.
- (8) A loading at the rate of 2.6% shall be added to the Base Wage in lieu of any overtime loadings, meal and other allowances that would usually apply.
- (9) Overtime shall be paid in accordance with sub-clause 12(7) until such time as the additional amount that would have been payable to an employee under sub-clauses 12(i) to (iii) of the Award in any financial year equals the equivalent of fifty hours ordinary pay. Thereafter overtime and other allowances shall be paid to that employee in accordance with the Award for the remainder of the financial year.
- (10) Time off in lieu of overtime:
- (i) This sub-clause replaces sub-clauses 13(i) and (ii) of the Award.
  - (ii) Notwithstanding sub-clause 12(9) above, by election of an employee and with the agreement of management, time off may be taken in lieu of payment for overtime. The amount of time off shall be the same as the time worked as overtime. Time off may fall in the same week as the overtime worked or the following week or preceding week.

### 13. Holidays

- (1) This clause replaces sub-clauses 9(i) to (v) Clauses 19 and 20 of the Award.
- (2) Four weeks of paid leave is provided for weekly employees. Part time employees shall have pro rata entitlement.
- (3) Christmas Shutdown
- (i) CDR may require up to two weeks annual leave to be taken over the Christmas and New Year period.
  - (ii) In addition to any public holidays that fall within the shutdown, New Years Eve shall be observed as a paid holiday. All other days will form part of employees' annual leave entitlement. If New Years Day falls on a weekend then the paid holiday shall be observed on the previous Friday.

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(iii) *Employees in their first year of employment who have not accrued sufficient leave to cover the shutdown shall be allowed to take the remainder as paid leave in advance.*

- (4) All gazetted public holidays will be observed.
- (5) At 31<sup>st</sup> December and 30<sup>th</sup> June in any year accrued holiday is not to exceed one full year's full entitlement.
- (6) A Holiday Loading shall be added to the Base Wage at the rate of 1.35% in lieu of the 17.5% holiday loading as specified by the award.

**14. Sick leave**

- (1) Sickness leave, bereavement leave, carers leave and Jury Service Benefits are as specified in the Clauses 22 to 26 of the Award.
- (2) A doctor's certificate is required for absences of longer than one day due to illness.
- (3) After the second incidence of illness in any calender year a doctor's certificate is required for all absences due to illness.
- (4) Evidence must be provided if claiming any other allowable leave.

**15. Superannuation**

- (1) This clause replaces Clause 27(ii) of the Award.
- (2) Employer contributions at the statutory level shall be paid into the National Australia FlexiSuper Company Fund number F18694.

**16. Probationary Period**

- (1) New employees shall be subject to a probationary period of three months.

**17. Discount CDs**

- (1) Company product may be ordered and purchased through C.D.R. at cost price plus \$1.00 per item.
- (2) CDs must be paid for on arrival.
- (3) Purchases are limited to six CDs per week.

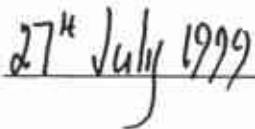
**18. Signatories to the Agreement**

Signed by David Bell trading as Compact Disk Replacements:

Signature

  
\_\_\_\_\_  
David Bell

Date

  
\_\_\_\_\_  
27<sup>th</sup> July 1999

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Signed by the employees of Compact Disk Replacements:

Signature Andrew Byrne Date 21/7/99.  
Andrew Byrne

Signature Ann Goldwater Date 21.7.99.  
Ann Goldwater

Signature Aleksandra Nedeljkovic Date 21/7/99.  
Aleksandra Nedeljkovic

Signature David Norrie Date 21st July 1999  
David Norrie

Signature Kenneth Porter Date 27-7-99  
Kenneth Porter

Signature David Tooze Date 21st July 1999.  
David Tooze

Signature Nigel Younes Date 22/7/99  
Nigel Younes

