



IMPLICOR COLLECTIVE AGREEMENT

“For the Employer, Employee & Employment”

1. OBJECTIVES OF THE AGREEMENT

This agreement is made by Implicor Human Resources (“Implicor”) and the Employees to be covered by this agreement in a spirit of trust and goodwill to further the aims of Implicor and the employment interests of the Employees and to enhance a constructive working relationship.

The parties to the agreement are committed to:-

- Achieving the world's best practice in the provision of personnel and human resources services to both government and the private sector.
- Working constructively together to achieve the objectives of Implicor and establishing and maintaining its respected market position.
- Providing a work environment that fosters skilled, adaptable and committed staff.

2. TITLE

This agreement will be known as the Implicor Certified Agreement 2002

3. PARTIES BOUND

This agreement is binding upon:-

- Implicor; and
- All Employees of Implicor.

4. DURATION OF AGREEMENT

This agreement will come into force on the date of its certification by the Australian Industrial Relations Commission and will remain in force for an initial period of two years.

5. PRIOR AGREEMENTS

This agreement supersedes all prior representations, warranties, agreements, contractual terms, covenants and guarantees.

Where there is an inconsistency between the terms of this Agreement and another agreement, Award, Australian Workplace Agreement or Western Australian Workplace Agreement, this Agreement will prevail to the extent of any inconsistency.

6. SUBSEQUENT AUSTRALIAN WORKPLACE AGREEMENT

If subsequent to the approval of the Agreement, an Australian Workplace Agreement (“AWA”) is entered into by Implicor with one or more Employees covered by the Agreement, the terms of the AWA will prevail over the terms of the Agreement to the extent of any inconsistency.

The parties recognise that any subsequent AWA will be required to satisfy the “No Disadvantage” test specified in Part VIE of the Workplace Relations Act 1996 (Cth).

7. DEFINITIONS

For the purpose of this Agreement:

“**Agreement**” means the Implicor Certified Agreement 2002

“**Assignments**” are the separate contracts of employment entered into between an Employee and Implicor from time to time.

“**Employee**” means any person employed by Implicor who is covered by this agreement.

“Implicor” means Implicor Human Resources which is the trading name of Lanigan Wilson & Co Pty Ltd ABN: 53 059 475 080.

“Manager” means the Manager of the area in which the Employee works or the Manager’s authorised substitute in the event of an absence.

“Ordinary pay” in relation to any Employee means the remuneration for the Employee’s normal weekly number of hours of work calculated at the ordinary time rate of pay.

“Supervisor” means the immediate supervisor of the Employee or the Supervisor’s authorised substitute in the event of an absence.

“Week” means the Employee’s ordinary working week.

8. EMPLOYMENT STATUS

An Employee may be engaged:

- On a full or part-time basis;
- On an ongoing, fixed-term or specific task basis; or
- On a casual basis as set out in clause

9. CASUAL EMPLOYEES

Implicor may from time to time offer a Casual Employee Assignments.

The terms and conditions of each Assignment shall include the terms and conditions of this Agreement. If any term of an Assignment is inconsistent with a term of this Agreement, the terms of this Agreement shall prevail to the extent of the inconsistency.

When offering an Assignment to a Casual Employee, Implicor shall inform the Casual Employee of the Assignment’s expected expiry date and, subject to clause 16.1(e), the Assignment shall expire on that date.

Implicor may, at any time and at its absolute discretion, cancel the Assignment, or vary the duration of the Assignment.

Implicor does not guarantee to offer you any number, or any minimum number, of Assignments, or to offer you successive Assignments without interruption.

A casual Employee is not obliged to accept an Assignment.

10. ASSIGNMENT TERMS

The terms and conditions on the following subjects will be agreed between Implicor and the Casual Employee of each Assignment:

- Hours of work;
- Position;
- Duties;
- Place of work; and
- Who the Employee will report to.

11. WAGES PER WEEK

Implicor will pay Employees an hourly rate, agreed between Implicor and the Employee.

The hourly rate is the total consideration payable to the Employee, and will be compensation for all time worked to fulfill the duties, regardless of the number, distribution, and timing of the hours of work. Includes all shift penalties, overtime rates, public holiday pay and allowances that might otherwise apply.

Casual Employees will be entitled to an additional 25% casual loading to compensate them for not receiving paid annual leave and sick leave.

The minimum base rates payable to the Employee shall be the applicable rate set out in Schedule A.

12. HOURS OF WORK

- Full Time Employees

Usual hours of work are eight (8) hours per day or 40 hours per week.

- Casual Employees

Casual employees may be required to work from time to time in accordance with clauses 9 and 10.

13. TIMES OF BEGINNING AND ENDING WORK

Normal working hours for employees, other than casual employees, will not commence before 7.30am and will not finish after 6.00pm.

14. OVERTIME

Overtime will not be compulsory. Any overtime worked will be voluntary and will be unpaid unless there is advance written agreement otherwise.

15. PAYMENT OF WAGES

Wages will be paid weekly.

Payment of wages will be made by direct deposit into a bank account nominated by the Employee.

16. NOTICE OF TERMINATION

16.1 Notice of termination by employer

- (a) In order to terminate the employment of an Employee, Implicor will give to the Employee the following notice:

Period of continuous service	Period of notice
Less than 1 year	1 week
1 year but less than 3 years	2 weeks
3 years but less than 5 years	3 weeks
5 years and over	4 weeks

- (b) In addition to the notice prescribed in subparagraph 16.1(a) hereof, Employees over 45 years of age at the time of the giving of notice with not less than two years continuous service, will be entitled to an additional week's notice.
- (c) Payment in lieu of the notice prescribed in subparagraphs 16.1(a) and 16.1(b) will be made if the appropriate notice period is not given. Provided that employment may be terminated by providing part of the specified period of notice and part payment in lieu of the remaining period of notice.
- (d) In calculating any payment in lieu notice, the wages the Employee would have received in respect of the ordinary time the Employee would have worked during the period of notice had the Employee's employment not been terminated, will be used.
- (e) The period of notice in this clause 16 will not apply in the case of dismissal for misconduct, or in the case of casual Employees.
- (f) Casual employees are entitled to one hours notice (or payment in lieu of notice) at all times, other than if their employment is terminated for serious misconduct.

- Notice or termination by Employee

The notice of termination required to be given by an Employee will be the same as that required of Implicor, save and expect that there will be no additional notice based on the age of the Employee concerned.

Subject to financial obligations imposed on Implicor by any Act if an Employee fails to give notice, Implicor will have the right to withhold monies due to the Employee with a maximum amount equal to the ordinary time rate of pay for the period of notice.

- Time off work during the period of notice

Where Implicor has given notice of termination to an Employee (other than a casual employee), the Employee will be allowed up to one day's time off per week, without loss of pay, for the purpose of seeking other employment. The time off will be taken at times that are convenient to the Employee after consultation with Implicor.

- Standing down

Notwithstanding any provisions contained herein, Implicor may deduct payment for any day an Employee cannot usefully be employed because of any strike, breakdown of machinery, or any stoppage of work by any such cause for which Implicor cannot reasonably be held responsible, provided that such standing down will not be deemed a break in the continuity of the employment of the Employee for the purpose of any rights under the Agreement.

17. PROBATIONARY EMPLOYMENT

All Employees except casual employees, upon commencement with Implicor, will be subject to a three (3) month probationary period. Mutual suitability will be determined during this period and, if appropriate, a permanent appointment may be offered on its completion. At any time during the probationary period, this contract of employment may be terminated by either party on the giving of one week's notice.

All Employees will be required to sign a letter of appointment agreeing to this probationary period upon commencement with Implicor.

18. CONTINUITY

For the purposes of this Agreement, a year of employment will be deemed to be unbroken notwithstanding:

- Any annual leave or long service leave taken therein;
- Any interruption or ending of the employment by Implicor if such interruption or ending is made with the intention of avoiding obligations in respect of annual leave or long service leave;
- Any absence from work of not more than 3 months in the year of employment on account of sickness or accident;
- Any absence on account of leave (other than annual leave or long service leave) granted, imposed or agreed to by Implicor;
- Any absence on any other account not involving termination of employment;

And in calculating a year of employment, any absence of a kind mentioned in paragraphs (a) or (b) will be counted as part of the year of employment but in respect of absences of a kind mentioned in paragraphs (c), (d) and (e) it will be necessary for the Employee, to qualify for annual leave, to service such additional period as equals the period of such absences.

19. PUBLIC HOLIDAYS

An Employee, other than a casual employee, will be entitled to the following public holidays:

- New Year's Day, Good Friday, Easter Saturday, Easter Monday, Christmas Day and Boxing Day; and
- The following days, as gazetted for each year: Australia Day, Anzac Day, Queens Birthday and Labour Day; and
- Where in a State, Territory or locality, public holidays are declared or prescribed on days other than those set out in subclauses (a) and (b) hereof, those days will constitute additional holidays for the purpose of this Agreement.

20. RECREATION LEAVE

20.1 An Employee, other than a casual employee, will be granted four weeks paid recreation leave for each year of service to be taken at a time mutually convenient to both the Employee and Implicor.

20.2 The full recreation leave entitlement must be taken by the end of the calendar year following the calendar year which it was accrued. Subject to the prior written approval of the Manager, recreation leave may be deferred beyond that date, provided that an Employee may not carry in excess of six weeks recreation leave into a subsequent calendar year.

20.3 Where a public holiday occurs during any period of recreation leave taken by an Employee under this clause, the period of recreation leave will be increased by one day in respect of that holiday.

20.4 Where any other holiday for which the Employee is entitled to payment under this Agreement occurs during any period of recreation leave by an Employee under this clause, the period of the leave will be increased by one day in respect for that holiday.

20.5 Notwithstanding paragraphs 20.1 and 20.3, recreation leave may be taken by agreement between Implicor and the Employee in such number of periods, of not less than one day, as may be mutually agreed.

20.6 If the parties agree, the recreation leave, or either of such separate periods, may be taken wholly or partly in advance before the Employee has become entitled to the recreation leave.

20.7 The recreation leave will be given by Implicor and will be taken by the Employee before the expiration of a period of six months or, where Implicor and the Employee agree, twelve months after the date upon which the right to such leave accrues.

20.8 Except in the case of mutual consent to the contrary, each party will give the other party at least one month's notice of the date from which recreation leave will be taken.

21. SICK LEAVE

An Employee, other than a casual employee, will be entitled to 10 days sick leave per annum, accruing pro-rata on a weekly basis.

For any continuous period of sick leave exceeding two days, the Employee will provide a medical certificate.

Sick leave is not cumulative and any accrued sick leave will not be paid out upon termination for any reason.

The Employee must inform the relevant supervisor or manager as soon as possible that they will not be attending for work due to illness.

Part-time Employees will receive sick leave on a pro-rata basis in accordance with the hours worked.

22. CARER'S LEAVE

Up to two days' special family leave (non-cumulative) may be granted with pay to the Employee, other than a casual employee, for the care of children, partners or aged parents, in any employment year.

The granting of such leave will be at the discretion of the Supervisor or Manager. Such permission will not be unreasonably withheld.

Personal sick leave may be taken as a special family leave on the production of medical certificate.

23. COMPASSIONATE LEAVE

An Employee, other than a casual employee, will be entitled to a maximum of two days without loss of pay on each occasion, and on production of satisfactory evidence, of the death of the Employee's partner, father, mother, brother, sister, child, stepchild, parents-in-law or other immediate family member.

24. PARENTAL LEAVE

An Employee, other than a casual employee, will be provided with maternity and adoption leave in accordance with Schedule 1A Parts 2, 3 and 4 of the Workplace Relations Act 1996 (Cth).

25. DISPUTE RESOLUTION PROCEDURE

Implicor and the Employee recognise the importance of providing uninterrupted service to clients and agree that they will confer to resolve any industrial matter in dispute between them, without resort to industrial action of any kind by the Employee. No party will be prejudiced as to the final settlement by the continuance of work in accordance with this provision.

The issue in dispute will be resolved between the Employee and the Employee's immediate supervisor. The Employee's immediate supervisor must use his or her best endeavours to resolve any issue in dispute within 24 hours.

If the issue remains unresolved, the Employee, with or without his or her representative, and the principal or manager of Implicor, or alternatively their appointed representative, must discuss the issue within 3 business days.

If the issue remains unresolved, either party may refer it to the Australian Industrial Relations Commission, which will attempt to resolve the issue, by conciliation, mediation or arbitration.

26. PAYMENT DURING JURY SERVICE

Implicor will pay an Employee, other than a casual employee, normal salary whilst the Employee is required to serve on a jury panel. The money paid to the Employee by the Court is to be passed on to Implicor who will forward the money to the Accounts Department for banking.

If an Employee is required to attend for jury duty, the Employee must forward the relevant documentation to Implicor and provide details of the duration of any absence (when available) to the relevant Supervisor or Manager.

27. TIME AND WAGES RECORDS

Implicor will keep time and wages records showing the name of each Employee, the hours worked each day, and the wages and the overtime paid each week.

28. REDEVELOPMENT AND REDUNDANCY

Employees, other than casuals, are entitled to redundancy entitlements in the event the Employee's position is abolished, Implicor has no further alternative employment to offer and therefore it is necessary to terminate the Employee's employment.

The Employee is not entitled to redundancy entitlements if Implicor offers suitable alternative employment to the Employee and the Employee rejects the offer of that employment.

If the Employee's employment is terminated on the basis of redundancy then, in addition to notice, the Employee is entitled to a redundancy payment of two (2) weeks base salary for each completed year of service to a maximum of eight (8) weeks pay. The Employee is entitled to no other severance payments

29. SUPERANNUATION

Implicor will make the necessary superannuation contributions in accordance with superannuation guarantee legislation to a complying superannuation fund of the Employee's choice provided:

- The Employee provides Implicor with all the relevant details necessary for Implicor to be able to contribute to the fund of employee's choice and Implicor's obligation to contribute to that fund will only commence once the Employee has provided all the relevant details;
- Implicor is able to make contributions by electronic funds transfer and the Employee provides the BSB and account number necessary to make such transfer;
- The Employee is not permitted to change their complying superannuation fund more than once in any calendar year.

30. SAVINGS

No person employed by Implicor at the time of making of this Agreement will, while engaged by Implicor, suffer any loss of salary or any other benefit enjoyed prior to the operation of this Agreement, including the maintenance of all accrued entitlements and benefits.

31. NO EXTRA CLAIMS

The parties agree that Employees and their representatives will not make any further claims during the term of this Agreement. Any salary increases in the Agreement will not effect the terms and conditions of this Agreement.

32. ANTI-DISCRIMINATION

The parties to this Agreement agree that:

- It is their intention to achieve the principal object in paragraph 3(j) of the Workplace Relations Act 1996 (Cth), which is to respect and value the diversity of the work force by helping to prevent and eliminate discrimination at their enterprise on the basis of race, colour, sex, sexual preference, age, physical or mental disability, marital status, family responsibilities, pregnancy, religion, political opinion, national extraction or social origin; and
- Any disputes concerning these provisions and their operation will be processed initially under the dispute resolution procedure in this Agreement; and
- Nothing in these provisions allows any treatment that would otherwise be prohibited by anti-discrimination provisions in applicable Commonwealth, State or Territory legislation; and

- Nothing in these provisions prohibits:
 - The payment of junior rates of pay; or
 - Any discriminatory conduct (or conduct having a discriminatory effect) that is based on the inherent requirement of particular position; or
 - Any discriminatory conduct (or conduct having a discriminatory effect) if;
 - The Employee is a member of staff of an institution that is conducted in accordance with the doctrines, tenets, beliefs or teachings of a particular religion or creed; and
 - The conduct was in good faith to avoid injury to the religious susceptibilities of that religion or creed.

33.

SCHEDULE A

Minimum Pay Rates @ October 16 2002

(Will be increased in accordance with market and CPI from time to time)

Grade	Years of Experience		15	16	17	18	19	20	20+
		% of Adult	40%	50%	60%	70%	80%	90%	100%
One	Base Level								
	One	Weekly	185.92	232.40	278.88	325.36	371.84	418.32	464.80
	Two	Weekly	191.44	239.30	287.16	335.02	382.88	430.74	478.60
	Three	Weekly	196.08	245.10	294.12	343.14	392.16	441.18	490.20
Two	Intermediate								
	One	Weekly	200.28	250.35	300.42	350.49	400.56	450.63	500.70
	Two	Weekly	201.92	252.40	302.88	353.36	403.84	454.32	504.80
	Three	Weekly	204.28	255.35	306.42	357.49	408.56	459.63	510.70
Three	Senior Level								
	One	Weekly	207.28	259.10	310.92	362.74	414.56	466.38	518.20
	Two	Weekly	210.08	262.60	315.12	367.64	420.16	472.68	525.20