

**SENATE STANDING COMMITTEE ON
EDUCATION, EMPLOYMENT AND WORKPLACE RELATIONS**

**QUESTIONS ON NOTICE
SUPPLEMENTARY ESTIMATES 2009-10**

Outcome 5

DEEWR Question No. EW771_10

Senator Humphries asked on 22 October 2009, EEW Hansard page 148.

Question

Examples of agreements lodged with productivity measures clauses

Can you give us some examples of agreements lodged that have clauses dealing with productivity measures?

Answer

Included below are five examples of clauses from collective agreements made under the Fair Work Act 2009 that contain measures or incentives to improve productivity.

1. Albany Advertiser Pty Ltd (AE872078)

6. Measures to achieve gains in productivity, efficiency and flexibility

The Employer and employees have agreed to achieve real and demonstrable gains in productivity improvements.

Measures designed to effect real and demonstrable gains in productivity, efficiency and flexibility include allowing raw digital camera pictures to be down loaded by advertising representatives for enhancement and manipulation.

The following measures designed to effect real demonstrable gains in productivity, efficiency and flexibility have been identified and are detailed in Attachment "A".

[...]

Attachment "A"

1. Classified Advertisements

It is agreed that classified advertisements will be input into the system as follows:

- a. Classified advertisement takers may input directly into the electronic publishing system all classified advertisements, single and limited display (as defined) whether submitted orally or via telephone.
- b. Single column and limited display advertisements, processed in accordance with (a) above may incorporate attention getters or business name logos generated from within the classified advertising system data base by advertisement takers and accepted by the composing room.

A "limited display advertisement" means a classified advertisement requiring:

- a. Format and spacing commands to be given to a computer
- b. Has no more than 3 type sizes.

2. Work on a Public Holiday

a. It is agreed that the Employer has a requirement to produce the following publications based upon customer demands:

- i. Albany Advertiser
- ii. Albany Extra
- iii. North West Telegraph
- iv. Northern Guardian
- v. Narrogin Observer
- vi. Great Southern Herald

b. Employees are currently not required to work on public holidays. If during the life of this Agreement, the Employer makes a decision to produce a publication or publications referred to in paragraph 2(a) on a public holiday, the Employer may require employees to work by giving 2 weeks' notice. An employee who works on a public holiday will be paid double time.

c. There will be no requirement for employees to work on the following public holidays:

- i. Christmas Day, Boxing Day, New Year's Day, Good Friday
- ii. Employees may be approached to produce publications as stipulated in clause 2(a) hereof on the days referred to in (c){i} of this subclause.

3. Hours of Work

a. The ordinary hours of work will be amended to provide for 37.5 hours to be worked each week as set out in (b) hereof.

b.

| | Start | Lunch | Finish | Total Hours |
|--------------|--------|--------|--------|-------------|
| Monday | 7.30am | 30 min | 5.30pm | 9.5 |
| Tuesday | 7.30am | 30 min | 5.30pm | 9.5 |
| Wednesday | 7.30am | 30 min | 5.30pm | 9.5 |
| Thursday | | | | DAY OFF |
| Friday | 7.30am | 30 min | 5.00pm | 9 |
| TOTAL | | | | 37.5 |

Meal breaks are staggered between 12.30pm and 1pm

c. Peak Production Periods

i. It is agreed that employees will provide flexibility with hours of work during peak production periods. The Employer will endeavour to give employees as much notice as possible of any change to the employees' ordinary hours of work during peak production periods, Any Changes to the employees' ordinary hours of work due to peak production periods will be dealt through the Introduction of Change clause [clause 131]

ii. Any hours in excess of the rostered dally hours will be paid at overtime rates, as specified in the Graphic Arts – General – Award 2000.

4. Work on Rostered Days Off

a. An employee who agreed to work on his/her rostered day off shall be paid at the rate of time and one half for the first three hours and double time thereafter, with a minimum of two hours provided the employee is notified that he/she is required to work prior to his/her leaving work on the previous shift

5. Continual Process of Improvement

a. All employees agree to work together with management on continual process improvement through the elimination of all non-value added wastes with the creative improvement of all employees.

6. Training and Multi-skilling

a. The Employer and employees have agreed that if training is required as a result of technological change within the composing section there will be a need to have a greater amount of flexibility and therefore, in conjunction with the Employee Representatives, an appropriate training plan will be developed.

b. Training is to be at the Employer's expense and any training that may have to take place outside ordinary hours of work as described in clause 5 of this Agreement will be paid at the appropriate overtime rates.

7. Time in Lieu

a. As an option, employees may by mutual agreement take time in lieu instead of overtime payments.

b. Such time in lieu will accrue on the basis provided in the parent Award.

c. A record book detailing the hours credited or banked on a daily basis shall be kept and made available for inspection by the employee or any other authorised persons.

8. Individual Employee Responsibilities

a. Employees are individually responsible for any work carried out by them including, as part of their routine work, elimination of errors.

b. Employees are committed to pursuing on-going productivity and flexibility concepts directed to increase efficiency in the production area.

c. Employees agree to submit their ideas for consideration to achieve the aims sought by the Employer and employees

2. Industrial Conveying (Aust) Pty Ltd – Bendigo Collective Agreement 2009 (AE872076)

5. Quality

[...]

In addition, the company and employees are committed to an improvement in productivity and to set productivity levels by agreement. The parties are committed to provide information to each other in relation to production capacities and, where appropriate, for input to management from employees where such comments would be useful towards the achievement of better productivity and production standards. By mutual agreement the parties will continue to strive to improve production rates and quality within the workplace and to ensure that waste and energy consumption are kept to a minimum.

3. Downer EDI Engineering Power Olympic Dam Collective Agreement 2009 (AE871850)

5.5 Performance Appraisal and Wage Review

(a) The minimum rates of pay specified in 5.1 will be reviewed on an annual basis taking into account factors such as productivity, Employer performance and general economic factors. The minimum rates and the employees' individual pay rates will be increased by at least the annual CPI for Adelaide (calculated June to June), to take effect from the first pay period of September each year throughout the life of the agreement.

(b) An employee's performance will be reviewed at least once in every twelve month period. The assessment will be in accordance with the criteria such as meeting the key performance indicators for their position, safety awareness, attendance and timekeeping, workplace conduct etc.

4. Defence Enterprise Collective Agreement 2009 (AE871995)

b. Group Productivity Award. A Group Head may approve a Group Productivity Award to recognise extraordinary achievements of teams and individuals that have increased Defence productivity. Awards may be accompanied by a one off lump sum payment through salary or a gift in kind, with the total value of the award, inclusive of income tax or Fringe Benefits Tax, not to exceed 5% of substantive salary for an individual employee or \$2,000 for each member of a team. A Group Productivity Award that is paid as a lump sum is not counted as salary for allowance or superannuation purposes.

5. Schweppes Australia Pty Ltd Liverpool Employees Collective Agreement 2009-2011 (AE872052)

35. PRODUCTIVITY

The parties agree that there is provision for further wage increases based on productivity to be negotiated during the life of this agreement.