

**IPCA (VIC, ACT & NT) ENTERPRISE AGREEMENT 2011 (AG2011/7098) and
FFIA Comparison Summary**

1. Part-time employees

FFIA provides that any variation to hours should be agreed to in writing before the variation occurs at clause 12.3. The Agreement has no such provision.

2. Casual Employees

FFIA provides that a casual employee will be paid an additional 25% at clause 13.1. The Agreement guarantees 20% at Minimum Wage Rate Schedule - Option A.

FFIA provides for regular casual employees the right to request conversion of their employment to full-time or part-time employment at clause 13.5. The Agreement has no such provision.

3. Allowances

The Agreement does not have the following allowances contained in the Award:

- Meal allowance (cl 19.1);
- Special clothing (cl 19.2(a));
- laundry allowance (cl 19.2(b));
- excess travelling costs (cl 19.3);
- travelling time reimbursement (cl 19.4);
- transfer of employee reimbursement (cl 19.5);
- transport allowance (cl 19.6(a));
- Delivery allowance (cl 19.6(b));
- transport reimbursement (cl 19.7(a));
- cold work disability allowance (cl 19.8); and
- Broken Hill allowance (cl 19.9).

this leaves employees at a significant disadvantage when compared to FFIA. For completeness it is noted that there is a reimbursement of expenses provision at clause 28. However, this is a lesser entitlement when compared to the Award.

4. Penalty Rates

NB: It is noted for completeness that the Minimum Wage Rate Schedules in Options B to F provide for various provisions for penalties for Saturdays, Sundays and Public Holidays (which could also be NIL as per Minimum Wage Rate Schedule - Option A). However, in that the individual employer is at liberty to choose any of the schedules and there is no guarantee in the Agreement for penalties, the below analysis is provided.

FFIA provides for an additional 10% (for casual employees this is in addition to the 25%) for work performed between 9:00pm and midnight at clause 25.5(a)(i). The Agreement guarantees no such entitlement at Minimum Wage Rate Schedule - Option A.

FFIA provides for an additional 15% (for casual employees this is in addition to the 25%) for work performed after midnight at clause 25.5(a)(ii). The Agreement guarantees no such entitlement at Minimum Wage Rate Schedule - Option A.

FFIA provides for an additional 25% for work on a Saturday at clause 25.5(b)(i). The Agreement guarantees no such entitlement at Minimum Wage Rate Schedule - Option A.

FFIA provides for an additional 50% for work on a Saturday for casual employees, inclusive of the casual loading at clause 25.5(b)(ii). The Agreement guarantees no such entitlement at Minimum Wage Rate Schedule - Option A.

FFIA provides for an additional 25% for work on a Sunday at clause 25.5(c)(iii). The Agreement guarantees no such entitlement at Minimum Wage Rate Schedule - Option A.

FFIA provides for an additional 50% for work on a Sunday for casual employees, inclusive of the casual loading at clause 25.5(c)(iii). The Agreement guarantees no such entitlement at Minimum Wage Rate Schedule - Option A.

FFIA provides for a payment of 225% for work on a public holiday at clause 30.4. The Agreement guarantees no such entitlement at Minimum Wage Rate Schedule - Option A.

FFIA provides for a payment of 250% for work on a public holiday performed by a casual employee at clause 30.4. The Agreement guarantees no such entitlement at Minimum Wage Rate Schedule - Option A.

5. Overtime

FFIA provides for Overtime to be paid at the following rates:

26.1 Rate of overtime

(a) The rate of overtime for full time and part-time employees shall be time and a half for the first two hours on any one day and at the rate of double time thereafter, except on a Sunday which shall be paid for at the rate of double time and on a Public Holiday which shall be paid for at the rate of double time and a half.

(b) The rate of overtime for casual employees shall be 175% of the ordinary hourly rate of pay for the first two hours on any one day and 225% of the ordinary hourly rate of pay thereafter, except on a Sunday which shall be 225% of the ordinary hourly rate of pay and 275% on a Public Holiday (inclusive of the casual loading).

The Agreement does not provide for the Public Holiday overtime penalty at clause 18.

6. Superannuation

FFIA provides for superannuation to be paid on absence from work as follows:

21.5 Absence from work

Subject to the governing rules of the relevant superannuation fund, the employer must also make the superannuation contributions provided for in clause 21.2 and pay the amount authorised under clauses 21.3(a) or (b):

(a) Paid leave—while the employee is on any paid leave.

(b) Work-related injury or illness—For the period of absence from work (subject to a maximum of 52 weeks) of the employee due to work-related injury or work-related illness provided that:

(i) the employee is receiving workers compensation payments or is receiving regular payments directly from the employer in accordance with statutory requirements; and

(ii) the employee remains employed by the employer.

The Agreement has no such provision at clause 27.

7. Annual Leave

FFIA provides for paid annual leave for full-time and part-time employees together with a 17.5% annual leave loading or the relevant weekend penalty rates, whichever is greater but

not both (28.3(b)(i)). The Agreement specifies that it will be paid at “the Wage Rate” at clause 29.1.

8. OTHER

The Agreement at clause 32 provides for a loaded wage rate, which encompasses annual leave and personal leave. This means while an employee accrues to annual leave and personal leave, when they access leave entitlements they will not be paid for the time off. An employer can pay the loaded wage rate to the employee only by mutual agreement. The FFIA provides for no such provision.

The FFIA provides for Accident Pay at clause 20. The Agreement has no such provision.

The FFIA provides that full-time employees will be paid overtime for work performed on more than five days per week or six days in one week if in the following week ordinary hours are worked on not more than four days at FFIA clause 26.2(ii). The Agreement has no such provision.

The FFIA provides for Public holidays compensation rates of pay being 225% for permanents and 250% for casuals: clause 30.4. The Agreement at clause 39.3 provides for a payment based on the Minimum Wage Rate Schedule, with only Option F exceeding payment as provided for in the FFIA. Once more, there is no guarantee an employee will receive rates outlined in Option F, as this is at the discretion of the employer.

The FFIA provides for Family & Domestic Violence Leave (FDVL) at clause 32, allowing employees to take 5 days unpaid leave (cl 32.3). The Agreement has no such provision.