



NEW SOUTH WALES
INDUSTRIAL GAZETTE

Printed by the authority of the
Industrial Registrar
47 Bridge Street, Sydney, N.S.W.

CONTENTS

Vol. 375, Part 1

26 October 2012

Pages 1 - 34

		Page
Awards and Determinations		
Crown Employees (Department of Finance and Services) Wages Staff Award 2012	VIRC	1
Crown Employees (National Art School Transfer Payment) Award	AIRC	9
Sydney Olympic Park Aquatic, Athletic and Archery Centres Award 2012	AIRC	11
 Enterprise Agreements Approved by the Industrial Relations Commission		
		34

NEW SOUTH WALES

INDUSTRIAL GAZETTE

Printed by the authority of the Industrial Registrar

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

PRESIDENT

The Honourable Justice R. P. BOLAND*

VICE-PRESIDENT

The Honourable Justice M. J. WALTON*

MEMBERS

The Honourable Deputy President R. W. HARRISON†

The Honourable Justice W. R. HAYLEN*

The Honourable Justice C. G. STAFF*

The Honourable Justice A. F. BACKMAN*

Commissioner I. TABBAA AM

Commissioner E. A. R. BISHOP

Commissioner A. MACDONALD‡

Commissioner J. D. STANTON†

INDUSTRIAL REGISTRAR

Mr M. GRIMSON

ACTING DEPUTY INDUSTRIAL REGISTRAR

Ms L. HOURIGAN

* These Presidential members are also Judicial members of the Industrial Court of New South Wales, established as a superior court of record pursuant to section 152 of the *Industrial Act* 1996.

† These members are dual appointees of Fair Work Australia.

‡ These dual appointees work full-time from Fair Work Australia premises at 80 William Street, Sydney.

CROWN EMPLOYEES (DEPARTMENT OF FINANCE AND SERVICES) WAGES STAFF AWARD 2012

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

Application by NSW Department of Finance and Services.

(No. IRC 1023 of 2012)

Before Commissioner Bishop

17 October 2012

VARIATION

1. Delete the title of the award, Crown Employees (Department of Finance and Services) Wages Staff Award 2011, published 27 November 2009 (369 I.G. 702), as varied, and insert in lieu thereof the following:

Crown Employees (Department of Finance and Services) Wages Staff Award 2012

2. Delete clause 4, Incidence and Period of Operation and insert in lieu thereof the following:

4. Incidence and Period of Operation

This Award will apply to all existing and future wages employees in the Department, engaged under this award. Such employees are deployed throughout the State of New South Wales as required by the Department to meet client service obligations.

This award is made following a review under section 19 of the Industrial Relations Act 1996 and rescinds and replaces the Crown Employees (Department of Finance and Services) Wages Staff Award 2011 published 27 November 2009 (369 I.G. 702), as varied.

The changes made to the award pursuant to the Award Review pursuant to section 19(6) of the Industrial Relations Act 1996 and Principle 26 of the Principles for Review of Awards made by the Industrial Relations Commission of New South Wales on 28 April 1999 (310 I.G. 359) take effect on and from 1 July 2012.

This award remains in force until 30 June 2013 or until varied or rescinded.

The contents of this Award may be varied in accordance with Section 17 of the Industrial Relations Act 1996.

3. Delete clause 7, Rates of Pay and insert in lieu thereof the following:

7. Rates of Pay

The classifications and salary rates are set out in Table 1 of Part B, Monetary Rates of this Award.

From the first pay period commencing on or after the date of granting of variation of this Award the rates of pay set out under the heading shall be payable.

The parties agree that there shall be no additional claims for variation in the rates of pay during the period of operation of this award, namely until 30 June 2013.

4. Delete Part B, Rates & Allowances and insert in lieu thereof the following:

PART B

RATES & ALLOWANCES

Rates

- (1) Rates of Pay

From the first pay period commencing on or after 1 July 2012 the rates of pay set out under the heading FPPOOA 1.7.2012 shall be payable. These rates represent a 2.5% wage increase from the first pay period commencing on or after 1 July 2012.

The parties agree that there shall be no additional claims for variation in the rates of pay during the period of operation of this award, namely until 30 June 2013.

Table 1 - Wages Classification and Salary Schedules

Classification		Rate per fortnight FPPOOA 1.7.2012 \$
L1	(92%)	1,739.53
L2	(95%)	1,797.62
L3	(97.5%)	1,846.68
L4	(100%)	1,890.72
L5	(105%)	1,997.35
L6	(110%)	2,079.93
L7	(115%)	2,174.59
L8	(120%)	2,268.72
L9	(126%)	2,382.61
L10	(133%)	2,507.22
	(135%)	2,561.01
L11	(139%)	2,636.02
		2,692.02
	(147%)	2,790.04
L12	(152%)	2,876.72
	(156%)	2,960.88

Progression from Level 6 to Level 7 and from Level 10 to Level 11 shall be on the basis of satisfactory performance and the demonstration of appropriate competency. Such progression shall be on the determination of the Department.

- (2) Employees required to hold trade certificates, or the equivalent, for the below named trades shall be paid a Special Allowance for all purposes of this Award as follows:

	Rate per fortnight FPPOOA 1.7.2012 \$
Stonemason-carvers	126.50
Electricians	126.50
Plumbers	20.00
Welder (Special)	20.00

- (3) The Definition, Scope of Work, Level of Skill and Quality, Safety and General Responsibilities for each level is detailed in the 12 Level classification structure, set out at Appendix 1.

Table 2 - Survey and Spatial Classification and Salary Schedules

		FPPOOA 1.7.2012 \$
L1	(92%)	1,739.53
L2	(95%)	1,797.62
L3	(97.5%)	1,846.68
L4	(100%)	1,890.72

Table 3 - Apprentice Classification and Safety Schedules

	FPPOOA 1.7.2012 \$
1st year	919.32
2nd year	1,177.83
3rd year	1,480.20
4th year	1,691.25

Allowances**Conditions of Employment - Allowances**

In general, the conditions of the Crown Employees (Skilled Trades) Award shall apply to employees to simplify administration and provide consequent savings.

Specific conditions relating to;

- Excess Fares and Travelling Time
- Distant Work
- Payment for Loss of Tools
- Overtime
- Tool Allowance

shall operate as provided by this clause.

(1) Fares And Travelling Time

An allowance of \$21.80 per day, comprising of \$13.10 for fares and \$8.70 for travelling time, (including the Rostered Day Off) shall be paid to employees to compensate for fares and travelling time to and from places of work, provided that only the travelling time component of the allowance shall be payable if the Department provides, or offers to provide transport free of charge to the employee and that offer is refused.

An employee, who on any day is required to work at a site away from their accustomed workshop and who shall, at the direction of the Department, present for work at such site at the usual starting time, shall be paid this allowance for each such day.

Where an employee is sent during working hours from a shop to a site, or a site to a shop, or from a shop to a shop, or from a site to a site, the Department shall pay all travelling time and fares incurred in addition to the amounts the Department may be liable to pay under this clause.

Where an employee is required to use their private vehicle to transfer from one work site to another during working hours the employee shall be paid an allowance of \$0.79 per kilometre.

An employee using a motor vehicle for work must have for the vehicle a valid Third Party insurance policy and a comprehensive motor vehicle insurance policy to an amount and in a form approved by the Department.

The provisions of Clause 16 - Dispute Resolution of this Award shall be used to resolve any problems concerning the operation of this clause.

The provisions of this subclause do not apply to employees classified as Staff (Wages) Level 8 or above.

(2) Distant Work

The provisions of this clause apply only to employees employed in non-metropolitan Departmental Regions. This clause does not apply to employees employed in the Newcastle, Central Coast, Sydney and Wollongong metropolitan areas.

For the purpose of this clause, Distant Work is that in respect of which the distance or the travelling facilities to and from such places of work make it reasonably necessary that the employee should live and sleep at some place other than their usual place of residence at the time of commencing such work. Provided that if the employee, whilst employed on Distant Work, changes their usual place of residence or any further change thereof (if made whilst employed on Distant Work) shall be the usual place of residence for determination whether the work is Distant Work within the meaning of this clause.

Provided further that after the expiration of four weeks this clause shall not apply to an employee who is appointed to work as a regular employee at a permanent workshop whilst working at such workshop.

While on Distant Work, a majority of employees concerned and Departmental management may mutually agree that ordinary working hours may be worked up to a maximum of twelve hours per day on any day of the week.

Providing that the employees concerned and Departmental management will mutually agree, in accordance with the Department's convenience, whether additional time worked is taken as time off in-lieu of payment at ordinary rates at either:

- the completion of the project; or
- within three months of its being worked; or
- is paid at ordinary rates.

An employee engaged on Distant Work shall be conveyed with tools to and from at the Department's expense. Such conveyance shall be made only once unless the employee is recalled and sent again to the place of work when it shall be made each time that this happens, provided that the return fares and travelling time need not be paid to a employee:

- who leaves of their own free will; or
- is dismissed for misconduct

before the completion of the job, before being three months in such employment, whichever first happens, or is dismissed for incompetence within one week of engagement.

Time occupied in travelling to and from Distant Work shall be paid for at ordinary rates, provided that no employee shall be paid more than an ordinary day's wages for any day spent in travelling unless the employee is on the same day occupied in working for the Department. The employee shall be paid also an amount of \$21.00 to cover the expenses, if any, of reaching home and of transporting tools.

On Distant Work the Department shall provide reasonable board and lodging or pay an allowance of \$64.00 per day for each day residing away from the usual place of residence or \$447.10 per week of seven days but such allowance shall not be wages.

Reasonable board and lodging for the purpose of this clause shall mean lodging in a well-kept establishment with adequate furnishings, good bedding, good floor coverings, good lighting, good heating, hot and cold running water in either a single room or a twin room if a single room is not available.

Where an employee is engaged upon distant jobs and is required to reside elsewhere than on site they shall be paid the fares and travelling time allowance prescribed by this clause.

An employee on Distant Work, after three months continuous service, and thereafter at three monthly intervals, may return home at the weekend and shall be paid the fares reasonably incurred in so travelling home and to the place of work, provided however, that if the work upon which the employee is engaged will be completed within twenty-eight days after the expiration of any such period of three months, as hereinbefore mentioned, then the provision of this subclause shall not be applicable.

The employee shall inform the Department in writing of subsequent change to the usual place of residence.

If the Department and an employee engaged on Distant Work agree in writing, the paid Rostered Day Off prescribed in the Award may be taken and paid for at a time mutually agreed. The agreement shall only apply for a paid day or days off work up to maximum accrual of five days.

In general terms, the Department's policy for employees is that the provisions of the Distant Work Clause apply where the work site is situated more than 95 kilometres from the Depot or Post Office of the town in which the employee is based and the employee lives away from home for the period of the job.

The only exceptions to this rule would be in rare cases, such as where road conditions or special circumstances make it unreasonable or uneconomic to apply. In such circumstances local Departmental management has discretion to apply Distant Work provisions on sites situated less than 95 kilometres from the Depot or Post Office, subject to written justification being recorded on the job file and signed by the local Departmental management representative. The employee must live away from home to receive payment under these circumstances.

(3) Payment For Loss of Tools

- (a) An employee shall be reimbursed by the Department to a maximum of \$1628.00 for loss of tools or clothes by fire or breaking and entering whilst securely stored at the direction of the Department in a room or building on Department premises, job or workshop or in a lock-up or if the tools are lost or stolen while being transported by the employee at the Department's direction, or if the tools are accidentally lost over water or if tools are lost or stolen during an employee's absence after leaving the job because of injury or illness.

Provided that an employee transporting their own tools shall take all reasonable care to protect those tools and prevent theft or loss.

- (b) Where an employee is absent from work because of illness or accident and has advised Department, then the Department shall ensure that the employee's tools are securely stored during the employee's absence.

- (c) Provided that for the purposes of this subclause:

Only tools used by the employee in the course of their employment shall be covered by this subclause.

The employee shall, if requested to do so, furnish the Department with a list of tools so used.

Reimbursement shall be at the current replacement value of new tools of the same or comparable quality.

The employee shall report any theft to the police prior to making a claim on the Department for replacement of stolen tools.

It is assumed that the Department has directed staff to store their tools (as detailed above) unless otherwise directed not to.

(4) Overtime

Overtime provisions, including payment for meals, as provided by clause 9, Overtime of the Crown Employees (Skilled Trades) Award shall apply to all employees.

An employee may opt to take time-off in lieu of paid overtime at the same rate at which the overtime was accrued, subject to management agreement. Any such time-off will be taken within an agreed time and not later than 3 months of the working of the overtime. An employee, subject to management agreement, may take part time-off in lieu and part payment for overtime.

(5) Tool Allowance

Tool Allowances payable to Wages Staff shall be those set out in the following table:

Trade Description	Rate per fortnight \$
Carpenter/Joiner	56.20
Stonemason-carver	56.20
Stonemason	56.20
Plumber	56.20
Electrician	56.20
Metal Tradespersons	56.20
Plasterer	56.20
Bricklayer	40.00
Tilelayer	40.00
Slater & Tiler	29.40
Painter	13.60

(6) Thermostatic Mixing Valves Allowance

An employee who is required by the Department to act on their thermostatic mixing valve licence shall be paid \$0.65 per hour, while undertaking inspection and certification of thermostatic mixing valves.

(7) Allowances Review

Increases in Expense Related Allowances payable under the Awards listed in Clause 22 of this Award shall be paid, as appropriate, to employees covered by this Award. Payment of increases shall be made from the same operative date as Award variations.

Expense Related Allowances include:

- Tool Allowance
- Meal Allowance
- Excess Fares and Travelling Time
- Distant Work Allowances

Wage Related Allowances shall increase by the same percentage amount, and from the same operative date, as rates of pay increase under this Award.

(8) All Purpose Payment in Lieu of Certain Allowances

The provisions of this subclause do not apply to:

Wages Staff employees Levels 9, 10, 11 and 12.

Wages Staff employees who have no entitlement to allowances payable under the Crown Employees (Skilled Trades) Award.

All allowances set out in clauses 4 and 15, other than the exemptions mentioned below, of the Crown Employees (Skilled Trades) Award shall not be paid to Wages Staff employees of any Level.

At clause 4, Allowances, all subclauses except:

- (4) Electricians
- (6) Plumber and Drainer
- (12) Registration Allowance
- (41) Asbestos
- (44) Asbestos Eradication

In recognition that employees will continue to work under circumstances that previously attracted allowance payments pursuant to the above specified clauses, payments for all purposes of this Award shall be made. The payments shall be as follows:

From 8.7.2012

\$53.80 per fortnight for all Heritage and Building Services Group employees other than slaters, plumbers and plumbing apprentices.

\$61.10 per fortnight for slaters, plumbers and plumbing apprentices.

(Plumbers and plumbing apprentices will no longer be able to claim separate payment for chokages or fouled equipment.)

Should circumstances arise where the payment of the allowance prescribed by this subclause for plumbers becomes consistently disadvantageous when compared to payment through the claiming of allowances as set out in the Crown Employees (Skilled Trades) Award, then the Department and the Union will review the situation. Any result of such a review that results in the requirement to amend this subclause will be presented as a consent matter by the Department and the Union.

(9) Driving Van Allowance

Department Wages Staff employees allocated and responsible for commercial vehicles containing Departmental plant and equipment, which are parked at the premises of the employee overnight, shall be paid a flat allowance of \$2.63 per day. This allowance is paid daily for each day worked and is not paid for all purposes of this Award. It shall be treated as a wage related allowance for the purpose of future increases.

5. This variation shall take effect from the first full pay period to commence on or after 1 July 2012.

E. A. R. BISHOP, Commissioner

Printed by the authority of the Industrial Registrar.

CROWN EMPLOYEES (NATIONAL ART SCHOOL TRANSFER PAYMENT) AWARD

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

Application by Public Service Association and Professional Officers' Association Amalgamated Union of New South Wales, Industrial Organisation of Employees.

(No. IRC 375 of 2011)

Before The Honourable Mr Justice Staff

3 October 2012

AWARD

Arrangement

Clause No.	Subject Matter
1.	Title of Award
2.	Definitions
3.	Transfer payment
4.	Anti-discrimination
5.	Grievance and Disputes Settling Procedure
6.	Area, Incidence and Duration

1. Title of Award

This Award will be known as the Crown Employees (National Art School Transfer Payment) Award.

2. Definitions

"Conditions Award" shall mean the Crown Employees (Public Service Conditions of Employment) Award 2009

"Department" shall mean the Department of Education and Communities

"PSA" shall mean the Public Service Association and Professional Officers' Association Amalgamated Union of New South Wales

"Salaries Award" shall mean the Crown Employees (Public Sector - Salaries 2008) Award

3. Transfer Payment

- (a) The Department shall pay Mr John Daly a transfer payment of 13 weeks pay on or before 8 October 2012 being the amount of \$9,810.06.
- (b) The Department shall pay Mr Damian Dillon a transfer payment of 13 weeks pay on or before 8 October 2012 being the amount of \$12,203.10.

4. Anti-Discrimination

See clause 100 of the Conditions Award.

5. Grievance and Disputes Settling Procedure

In the event that any dispute or grievance arises in relation to any matter in this Award, the Department, PSA and/or the Mr John Daly and/or Mr Damien Dillon shall comply with the procedure in clause 9 of the Conditions Award.

6. Area, Incidence and Duration

- (a) This Award applies to Mr John Daly and Mr Damian Dillon, the PSA and the Department.
- (b) This Award shall commence to operate on and from 1 July 2012 and remains in force until 30 June 2013.

C.G. STAFF J

Printed by the authority of the Industrial Registrar.

SYDNEY OLYMPIC PARK AQUATIC, ATHLETIC AND ARCHERY CENTRES AWARD 2012

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

Application by The Australian Workers' Union, New South Wales, Industrial Organisation of Employees.

(No. IRC 886 of 2012)

Before Commissioner Bishop

24 August 2012

AWARD

PART A

1. Arrangement

PART A

Clause No.	Subject Matter
1.	Arrangement
2.	Definitions
3.	Intention
4.	Rates of Pay
5.	Classification Levels
6.	Income Protection Plan
7.	Hours of Work
8.	Full-Time, Part-Time, Fixed Term and Casual Employees
9.	Higher Duties
10.	Meal Breaks
11.	Excess Hours Worked
12.	Public Holidays
13.	Sick Leave
14.	Personal Carer's Leave
15.	Bereavement Leave
16.	Parental Leave
17.	Terms of Engagement
18.	Training Wage
19.	Payment of Wages
20.	Annual Leave and Annual Leave Loading
21.	Long Service Leave
22.	Consultative Mechanism
23.	Labour Flexibility
24.	Uniforms and Protective Clothing
25.	Tools and Equipment
26.	Change Rooms
27.	Redundancy
28.	Major Interruption to Operations
29.	Grievance and Dispute Resolution Procedures
30.	Secure Employment
31.	No Extra Claims
32.	Anti-Discrimination
33.	Area, Incidence and Duration

PART B

Table 1 - Rates of Pay

Table 2 - Hourly Rates of Pay for Casual Employees

2. Definitions

2.1 The parties to this award are:

- (i) The Director-General as the employer for the purposes of the *Public Sector Employment and Management Act 2002* as defined under Chapter 6 of the *Public Sector Employment and Management Act 2002* and
- (ii) The Australian Workers' Union, New South Wales ("the AWU").

2.2 Employer for the purpose of this Award is the Director-General of the Department of Education and Communities.

2.3 Employee means a person employed by the Government of NSW in the service of the Crown under Chapter 1A of the *Public Sector Employment and Management Act 2002* in the Sydney Olympic Park Authority Division of the Department of Education and Communities, at the Aquatic, Athletic and Archery Centres, in the classifications prescribed by this Award.

3. Intention

3.1 The principal intentions of this award are:

- (i) To promote harmonious industrial relations for the Sydney Olympic Park Aquatic, Athletics, and Archery Centres;
- (ii) To maximise standards of service to the public and centres users, measured against those applying in the leisure and recreation industry nationally and internationally; and
- (iii) To provide a multi-skilled workforce.

4. Rates of Pay

4.1 The minimum rates of pay for full time employees covered by this award employed in the classifications set out below in Clause 5 are contained in Table 1 of Part B of this award.

5. Classification Levels

5.1 Classifications (Skill/Definitions) for full-time and part-time employees:

5.1.1 Level I

Means an employee with no qualifications and who performs duties of a routine nature, requiring the use of minimum judgement and supervision.

Employees at this level may include the initial recruit who may have limited relevant experience.

- (a) An employee at this level will be able to:
 - Communicate with the public in a courteous and tactful manner.
- (b) Indicative of some of the tasks which an employee at this level may perform are:
 - Exercises basic keyboard skills;

General Attendant/Cashier duties which includes basic clerical, office assistance, kiosk duties involving customer turnover and cash handling, taking of bookings and tickets and general assistance in the day-to-day activities of the operation;

Maintains simple records;

Assists with administration of the Swim School Program;

Is directly employed as Car Park Attendant, Usher or Door Attendant who is engaged in a non-security capacity;

Receives, despatches, distributes, sorts, checks, documents, orders and records of goods and/or materials;

Is employed as a General Hand;

Assists in basic food preparation. Assists in taking orders, and maintaining cleanliness of customer space and service areas. Serves basic foods and beverages.

Undertakes duties peripheral and ancillary to the above as required.

- (c) Progression to Level II will be dependent upon availability of position and successful application.

5.1.2 Level II

Means an employee who has undertaken structured training recognised by the industry as relevant and appropriate to perform work within the scope of this level.

- (a) An employee at this level:

Assists with the provision of on-the-job training to a limited degree;

Conducts individual or group activities/programs/sessions/tours, under supervision, only after commencing a recognised course or undergoing accredited training;

Exercises intermediate keyboard skills with instructions;

Works in a team environment under routine supervision;

Where appropriate, holds and maintains life saving and first aid qualifications recognised as being appropriate for the safe and effective conduct of duties involving public and employee health and safety;

Works from instructions or procedures;

Has an understanding of general office procedures;

Co-ordinates duties under the direction of a Level III employee;

Provides general supervision of and assistance to Level I employees; and

Is capable of and may perform Level 1 duties.

- (b) Indicative of some of the tasks which an employee at this level may perform:

Takes classes and directs leisure activities;

Supervises public swimming;

- Attends to health and safety of the public;
 - Sells programs/tickets and gives change;
 - Co-ordinates events and bookings;
 - Undertakes receptionist duties;
 - Undertakes office administrative duties;
 - Attends to equipment and displays eg. pool attendant;
 - Safeguards individuals e.g. child care attendants;
 - Undertakes cooking duties associated with basic foods eg snacks and grills. Takes orders, and maintains cleanliness of customer space and service areas. Serves foods and beverages.
- (c) Progression to Level III will be dependent upon availability of position and successful application.

5.1.3 Level III

Means an employee who has completed structured training recognised by the industry as relevant and appropriate to perform work within the scope of this level.

- (a) An employee at this level:
- Assists in the provision of on-the-job training where applicable;
 - Exercises discretion within one's own level of skill and training;
 - Takes responsibility for the quality of one's work (subject to routine supervision);
 - Exercises good keyboard skills and knowledge of office procedures/equipment/systems; and
 - Is capable of and may perform the Level II and level I duties.
- (b) Indicative of some of the tasks which an employee at this level may perform:
- Is employed as a Gym Exercise Specialist;
 - Co-ordinates Swim School, Customer Services, Tours and Health and Fitness Activities;
 - Maintains machinery, plant and technical equipment;
 - Undertakes secretarial duties;
 - In the absence of line supervisors, acts in an appropriate way to supervise the work areas to ensure delivery of services;
 - Undertakes general cooking duties and assists with specialist cooking duties. Performs higher level waiting and customer service duties.
- (c) Progression to Level IV will be dependent upon availability of position and successful application.

5.1.4 Level IV

Means an employee who is subject to broad guidance or direction and would report to more senior staff as required.

An employee at this level would have worked or studied in a relevant field and/or have specialist knowledge, qualifications and experience sufficient to enable them to advise on a range of activities and features and contribute, as required, to the determination of objectives, within their delegated area of supervision.

(a) An employee at this level:

Takes responsibility for ensuring the quality of their own work and exercises initiative, discretion and judgement at times in the performance of their duties;

Is directly responsible to the appropriate manager for the section or area of operation;

Assists with the management of the section or area of operation;

Has the delegated responsibility for the work under their control or supervision in terms of, inter alia, allocation of duties, co-ordinating work flows, checking progress, quality of work and resolving problems, as well as counselling staff for performance and work related problems where required;

Trains employees at Level III, II and I as required;

Is capable of and may perform the Level III, Level II and Level I duties.

(b) Indicative of some of the tasks which an employee at this level may perform:

Supervises Pool Attendants;

Supervises Athletic Centre employee;

Supervises Aquatic Centre employees;

Supervises Archery Centre Employees

Supervises administrative and accounting operations;

Supervises information technology;

Supervises daily activities and operation of health and fitness activities;

Supervises maintenance employees;

Supervises café and concessions staff and operations

Undertakes specialist and higher level/more complex cooking duties, and provides specialist input and advice into menu content and function operations.

5.2 Classifications (Skill/Definitions) for casual employees:

5.2.1 Casual Level A

Means an employee with no qualifications who performs duties of a routine nature, requiring the use of minimum judgement and supervision.

Employees at this level may include the initial recruit who may have limited relevant experience.

- (a) An employee at this level will be able to:

Communicate with the public in a courteous and tactful manner.

- (b) Indicative of some of the tasks which an employee at this level may perform are:

Is employed as a Car Park Attendant;

Is employed as a Tour Guide;

Undertakes clerical duties including exercising basic keyboard skills, office assistance and maintenance of simple records;

Assists with the administration of the SwimSchool programme;

Receives, despatches, distributes, sorts, checks, documents, orders and records goods and/or materials;

Is employed as General Hand;

Assists in basic food preparation. Assists in taking orders, and maintaining cleanliness of customer space and service areas. Serves basic foods and beverages.

Duties peripheral and ancillary to the above as required.

5.2.2 Casual Level B

Means an employee who has undertaken structured training recognised by the industry as relevant and appropriate to perform work within the scope of this level.

- (a) An employee at this level:

Assists with the provision of on-the-job training to a limited degree;

Conducts individual or group activities/programs/sessions under supervision, only after commencing a recognised course or undergoing accredited training;

Exercises intermediate keyboard skills with instructions;

Works in a team environment under routine supervision;

Where appropriate holds and maintains life saving and first aid qualifications recognised as being appropriate for the safe and effective conduct of duties involving public and employee health and safety;

Works from instructions or procedures;

Has an understanding of general office procedures;

Co-ordinates duties under the direction of a Level III employee;

Provides general supervision and assistance of Level A employees; and

Is capable of and may perform duties of a Level A - casual employee.

- (b) Indicative of some of the tasks which an employee at this level may perform:

Is employed as a cashier involved in kiosk duties including customer turnover and cash handling, taking of bookings and tickets and assists generally in the day-to-day activities of the operation;

Takes classes and directs leisure activities;

Supervises public swimming;

Attends to health and safety of the public;

Sells programmes/tickets and gives change;

Co-ordinates events and bookings;

Undertakes receptionist duties;

Undertakes office administrative duties;

Attends to equipment and displays eg., pool attendant, athletic track Attendants; archery attendant.

Safeguards individuals e.g. child care attendants.

Undertakes cooking duties associated with basic foods eg snacks and grills. Takes orders, and maintains cleanliness of customer space and service areas. Serves foods and beverages.

5.2.3 Casual Level C

Means an employee who has completed structured training recognised by the industry as relevant and appropriate to perform work within the scope of this level.

- (a) An employee at this level:

Assists in the provision of on-the-job training where applicable;

Exercises discretion within one's own level of skill and training;

Takes responsibility for the quality of one's work (subject to routine supervision);

Exercises good keyboard skills and knowledge of office procedures/equipment/systems;

Is capable of and may perform Level A and Level B duties.

- (b) Indicative of some of the tasks which an employee at this level may perform:

Is employed as Gym Exercise Specialist;

Is employed as Head Coach;

Undertakes general cooking duties and assists with specialist cooking duties. Performs higher level waiting and customer service duties.

In the Absence of Line Supervisors, Acts in an Appropriate Way to Supervise the Work Areas to Ensure Delivery of Services.

6. Income Protection Plan

- 6.1 All full-time, part-time and casual employees who are members of the AWU to whom this award applies shall be covered by the Sickness and Accident Income Protection Plan approved and endorsed by the AWU (provided by Chifley Financial Services). It is a term of this award that the employer will bear the costs of 1.55% of gross weekly pay per week per member towards providing income protection with a maximum payment of \$4.55 per week for casuals.

7. Hours of Work

- 7.1 The ordinary hours of work, exclusive of meal times, shall not exceed an average of 38 hours per week, between the hours of 4.30 am and 11.00 pm. The ordinary hours of work may be extended to 2.00 am to cover special events, provided that management gives all employees involved seven clear days' notice of the extension of ordinary hours, or upon agreement between the employer and employee.
- 7.2 The employer shall arrange the working of the thirty eighty hour week in one of the following ways:
- 7.2.1 by employees working less than eight hours per day;
- 7.2.2 by employees working less than eight hours on one or more days in each week; or
- 7.2.3 by working up to ten hours on one or more days in the week.
- 7.3 Employees other than maintenance employees, pool attendants, and those employees employed in the gym shall be entitled to receive 4 sets of 2 consecutive days off in each 28 day period.
- 7.4 Notwithstanding the provision of subclause 7.1 & 7.3 the employer and employee may agree to change the rostered time of ordinary hours by one week's notice or with the consent of the employee at any time.

8. Full-Time, Part-Time, Fixed Term and Casual Employees

- 8.1 An employee shall be engaged as either a full-time, part-time, fixed term or casual employee.
- 8.2 A full-time employee is an employee who is engaged to work an average 38 hours per week.
- 8.3 A part-time employee is an employee engaged to work a minimum of 10 hours work per week. A part-time employee shall receive sick leave, annual leave and long service leave on a pro rata basis.
- 8.4 A casual employee is an employee engaged and paid as such. A casual employee shall be paid the appropriate hourly rate as set out in Table 2 of Part B.
- 8.5 The casual hourly rate contained in this award, contains a component in lieu of any entitlement to sick leave, paid bereavement leave, and annual leave.
- 8.6 A casual employee shall receive a minimum payment of 3 hours for each engagement, in relation to casual employees involved in the presentation or conducting of sports, games and training e.g. instructors, (other than those engaged in relation to the Sydney Athletic Centre) which shall be for a minimum of one hour.
- 8.7 Casual rosters may be changed by management provided that shifts are not shortened to less than the minimums referred to above.
- 8.8 A fixed term employee is an employee who is employed on a full-time or part-time basis for a fixed period. An employee who is engaged on this basis shall be notified in writing of the dates on which their engagement will commence and cease. The commencing and ceasing dates may be varied by agreement.

9. Higher Duties

- 9.1 An employee required to perform the entire function of a position attracting a higher level under the award shall, on each occasion, be paid the entire difference between their own salary and the salary of the higher position on the fifth and subsequent days of acting up to the higher position.
- 9.2 The parties to the Award agree that employees required to be in charge of the Pool Deck (that is employees who are rostered on to open and close the Sydney Olympic Park Aquatic Centre) will at all times be paid at Level 3 or above.

10. Meal Breaks

- 10.1 Employees shall be entitled to an unpaid meal break of 30 minutes which shall be taken no more than five hours after commencing duty.
- 10.2 Employees working more than six hours per day (excluding breaks) shall also be entitled to two paid ten minutes rest breaks either side of the unpaid meal break.
- 10.3 The employer and employee shall determine the time at which a rest break shall be taken.
- 10.4 Where an employee is required to work in excess of ten ordinary hours, discussions will occur between the employee and his/her supervisor as to whether an additional unpaid meal break of 30 minutes is warranted and if so, the time at which that meal break should be taken.
- 10.5 Notwithstanding the provisions of subclause 10.1 the employer and employee can determine the appropriate time to take a meal break by mutual agreement.
- 10.6 Staff engaged as casual pool attendants shall be given a paid break of 10 minutes within three hours of commencing duty, with a further paid break of ten minutes should work be required after six hours, in lieu of the provisions outlined in subclause 10.2 above.

11. Excess Hours Worked

- 11.1 All time worked in excess of an average of thirty-eight hours in any one week outside the spread of hours prescribed in subclause 7.1 of this award or in excess of ten hours in one day shall be paid as overtime or given as time off in lieu.
- 11.2 All excess hours must be authorised by the appropriate supervisor in each section, prior to any overtime being worked.
- 11.3 By mutual agreement, excess hours shall be paid as overtime or taken off, as time off in lieu. Time off in lieu will be at the overtime rate of time and a half for the first two hours and double time thereafter. This means each excess hour worked will entitle an employee to either one and a half or two hours as time off in lieu. All accrued time off in lieu shall be taken two months after it falls due unless there is mutual agreement between the employer and employee to do otherwise. The maximum number of hours to be accrued at any time is 38.
- 11.4 Where it is impracticable for the excess hours to be taken off as time off in lieu, it shall be paid for at the rate of time and one half for the first two hours and double time thereafter.
- 11.5 An employee (other than a casual employee) who works so many excess hours between the termination of ordinary work on one day and the commencement of ordinary work on the next day, that the employee has not had at least ten (10) consecutive hours off duty between those times, shall be released after the completion of such overtime until ten (10) consecutive hours has been allowed without loss of pay for ordinary working time occurring during such absence.
- 11.6 For the purposes of this clause "excess hours" means "overtime".

12. Public Holidays

- 12.1 The days on which New Year's Day, Australia Day, Good Friday, Easter Saturday, Easter Sunday, Easter Monday, Anzac Day, Queen's Birthday, Labour Day, Christmas Day, Boxing Day or any proclaimed day in lieu thereof for the State of New South Wales shall be holidays and no deduction shall be made in respect of such holidays from the wages due to any employee for the week in which such holiday or holidays occur.
- 12.2 Provided that the abovementioned holiday may be substituted for another day off by agreement between the employer and employee(s) to be taken within one (1) month of the said holiday or adjacent to a period of annual leave.
- 12.3 Any full-time or part-time employee, including a fixed term employee, who is required to work on a public holiday shall be entitled to either time and one half hours pay for each hour worked as well as a day off in lieu at a time mutually agreed; or double time and one half for each hour worked on the public holiday. Casual employees who are required to work on a public holiday shall be entitled to double time and one half for each hour work on the public holiday.
- 12.4 An employee who is absent from work on the day before or the day after a public holiday shall provide the employer with proof of sickness (by way of a medical certificate) prior to receiving payment for those days.
- 12.5 An employee whose day or days off duty coincides with a public holiday shall not be entitled to receive an additional day in lieu.
- 12.6 A full-time, part-time or fixed term employee, who presents proof of purchase of a ticket to the Union's Picnic Day function, at least ten calendar days in advance of the event, shall be entitled to paid leave to attend the function. The Union shall advise management at least three months prior to the event of any change of date to the Picnic, which shall otherwise be held on the first Monday in December.

13. Sick Leave

- 13.1 A full-time employee shall be entitled to ten days sick leave per year of service. Part-time employees shall be entitled to a proportionate amount of sick leave.
- 13.2 If the full period of sick leave is not taken in any one year, the whole or untaken portion shall accumulate from year to year.
- 13.3 An employee shall not be entitled to sick leave for any period in respect of which such employee is entitled to worker's compensation.
- 13.4 Where an employee is ill or incapacitated on a rostered day or shift off he/she shall not be entitled to sick pay on that day nor shall his/her entitlement to sick leave be reduced as a result of such illness or incapacity.
- 13.5 Where an employee is absent for more than one consecutive day, or more than five single days in a year, the employee shall provide the employer with a doctor's certificate.
- 13.6 The employee, wherever possible, shall, prior to the commencement of the absence on sick leave, inform the employer of their inability to attend for duty and as far as practicable, the estimated duration of the absence.

14. Personal Carer's Leave

- 14.1 Use of Sick Leave:
- 14.1.1 An employee, other than a casual employee, with responsibilities in relation to a class of person set out in subclause 14.1.6 (b), who needs the employee's care and support, shall be entitled to use, in accordance with this clause, any current or accrued sick leave entitlement, provided for in

clause 13, Sick Leave, for absences to provide care and support, for such persons, when they are ill, or who require care due to an unexpected emergency. Such leave may be taken for part of a single day.

14.1.2 Note: In the unlikely event that more than 10 days sick leave in any year is to be used for caring purposes the employer and employee shall discuss appropriate arrangements which, as far as practicable, take account of the employer's and employee's requirements.

14.1.3 Where the parties are unable to reach agreement the disputes procedure at Clause 29 should be followed.

14.1.4 The employee shall, if required

- (a) establish by production of a medical certificate or statutory declaration, the illness of the person concerned and that the illness is such as to require care by another person, or
- (b) establish by production of documentation acceptable to the employer, or a statutory declaration, the nature of the emergency and that such emergency resulted in the person concerned requiring care by the employee.

14.1.5 In normal circumstances, an employee must not take carer's leave under this clause where another person had taken leave to care for the same person.

14.1.6 The entitlement to use sick leave in accordance with this subclause is subject to:

- (a) The employee being responsible for the care and support of the person concerned; and
- (b) The person concerned being:
 - (i) a spouse of the employee, or
 - (ii) a de facto spouse, who is a person of the opposite sex to the employee, who lives with the employee as the husband or wife of that person on a bona fide domestic basis although not legally married to that person; or
 - (iii) a child or an adult child (including an adopted child, a step child, a foster child or an ex-nuptial), parent (including a foster parent and legal guardian), grandparent, grandchild or sibling of the employee or spouse or de facto spouse of the employee; or
 - (iv) a same sex partner who lives with the employee as the de facto partner of that employee on a bona fide domestic basis; or
 - (v) a relative of the employee who is a member of the same household, where for the purpose of this clause:

"relative" means a person related by blood, marriage or affinity;

"affinity" means a relationship that one spouse because of marriage has to blood relatives of the other; and

"household" means a family group living in the same domestic dwelling.

14.1.7 An employee shall, wherever practicable, give the employer notice prior to the absence of the intention to take leave, the name of the person requiring care and their relationship to the employee, the reasons for taking such leave and the estimated length of absence. If it is not practicable for the employee to give prior notice of absence, the employee shall notify the employer by telephone of such absence at the first opportunity on the day of absence.

14.2 Use of Unpaid Leave:

14.2.1 An employee may elect, with the consent of the employer, to take unpaid leave for the purpose of providing care and support to a class of person set out in subclause 14.1.6 (b) who is ill, or who requires care due to an unexpected emergency.

14.3 Use of Annual Leave:

14.3.1 An employee may elect, with the consent of the employer, subject to the *Annual Holidays Act 1944*, to take annual leave not exceeding ten days in single day periods or part thereof, in any calendar year at a time or times agreed by the parties.

14.3.2 Access to annual leave, as prescribed in subclause 14.3.1, shall be exclusive of any shutdown period provided for elsewhere under this award.

14.4 Use of Time Off in Lieu of Payment of Overtime:

14.4.1 An employee may elect, with the consent of the employer, to take time off in lieu of payment for overtime at a time or times agreed with the employer within 2 months of the said election.

14.4.2 Overtime taken as time off during ordinary time hours shall be available at the rate of time and one half for the first two works worked and double time thereafter.

14.4.3 If, having elected to take time as leave in accordance with subclause 14.4.1, the leave is not taken, for whatever reason, payment for time accrued at overtime rates shall be made at the expiry of the 2 month period or on termination.

14.4.4 Where no election is made in accordance with subclause 14.4.1, the employee shall be paid overtime rates in accordance with the award.

14.5 Use of Make-Up Time:

14.5.1 An employee may elect, with the consent of the employer, to work "make-up time", under which the employee takes time off ordinary hours, and works those hours at a later time, during the spread of ordinary hours provided in the award, at the ordinary rate of pay.

14.6 Personal Carer's Entitlement for Casual Employees

14.6.1 Subject to the evidentiary and notice requirements in subclause 14.1.4, casual employees are entitled to not be available to attend work, or to leave work if they need to care for a person prescribed in subclause 14.1.6 (b) who is sick and requires care and support, or who requires care due to an unexpected emergency, or the birth of a child.

14.6.2 The employer and the employee shall agree on the period for which the employee will be entitled to not be available to attend work. In the absence of agreement, the employee is entitled to not be available to attend work for up to 48 hours (i.e. two days) per occasion. The casual employee is not entitled to any payment for the period of non-attendance.

14.6.3 An employer must not fail to re-engage a casual employee because the employee accessed the entitlements provided for in this clause. The rights of an employer to engage or not to engage a casual employee are otherwise not affected.

15. Bereavement Leave

15.1 A full-time or part-time employee, including a fixed term employee, shall be entitled to a maximum of three days leave without loss of pay on each occasion and on the production of satisfactory evidence of death within Australia of a member of the employee's family or household (as defined in subclause 14.1.6 (b)).

- 15.2 An employee shall not be entitled to bereavement leave under this clause during any period in respect of which the employee has been granted other leave.
- 15.3 Bereavement leave may be taken in conjunction with other leave available under subclauses 14.2, 14.3, 14.4 and 14.5. Where such other available leave is to be taken in conjunction with bereavement leave, consideration will be given to the circumstances of the employee and the reasonable operational requirements of the employer.
- 15.4 Bereavement Leave for casual employees
- 15.4.1 Subject to the evidentiary and notice requirements in subclause 14.1.4, casual employees are entitled to not be available to attend work, or to leave work upon the death in Australia of a person prescribed in subclause 14.1.6 (b).
- 15.4.2 The employer and the employee shall agree on the period for which the employee will be entitled to not be available to attend work. In the absence of agreement, the employee is entitled to not be available to attend work for up to 48 hours (i.e. two days) per occasion. The casual employee is not entitled to any payment for the period of non-attendance.
- 15.4.3 An employer must not fail to re-engage a casual employee because the employee accessed the entitlements provided for in this clause. The rights of an employer to engage or not engage a casual employee are otherwise not affected.

16. Parental Leave

- 16.1 Refer to Part 4 of Chapter 2 of the *Industrial Relations Act 1996* (NSW). The following provisions shall also apply in addition to those set out in the *Industrial Relations Act 1996* (NSW).
- 16.2 An employer must not fail to re-engage a regular casual employee (see section 53(2) of the Act) because:
- (a) the employee or employee's spouse is pregnant; or
 - (b) the employee is or has been immediately absent on parental leave.
- 16.3 Right to request
- An employee entitled to parental leave may request the employer to allow the employee:
- 16.3.1 to extend the period of simultaneous unpaid parental leave up to a maximum of eight weeks;
- 16.3.2 to extend the period of unpaid parental leave for a further continuous period of leave not exceeding 12 months;
- 16.3.3 to return from a period of parental leave on a part-time basis until the child reaches school age;
- to assist the employee in reconciling work and parental responsibilities.
- 16.4 The employer shall consider the request having regard to the employee's circumstances and, provided the request is genuinely based on the employee's parental responsibilities, may only refuse the request on reasonable grounds related to the effect on the workplace or the employer's business. Such grounds might include cost, lack of adequate replacement staff, loss of efficiency and the impact on customer service.
- 16.5 Employee's request and the employer's decision to be in writing
- 16.5.1 The employee's request and the employer's decision made under subclause 16.4 and 16.5 must be recorded in writing.

16.6 Request to return to work part-time

Where an employee wishes to make a request under subclause 16.4, such a request must be made as soon as possible but no less than seven weeks prior to the date upon which the employee is due to return to work from parental leave.

16.7 Communication during parental leave

16.7.1 Where an employee is on parental leave and a definite decision has been made to introduce significant change at the workplace, the employer shall take reasonable steps to:

- (a) make information available in relation to any significant effect the change will have on the status or responsibility level of the position the employee held before commencing parental leave; and
- (b) provide an opportunity for the employee to discuss any significant effect the change will have on the status or responsibility level of the position the employee held before commencing parental leave.

16.7.2 The employee shall take reasonable steps to inform the employer about any significant matter that will affect the employee's decision regarding the duration of parental leave to be taken, whether the employee intends to return to work and whether the employee intends to request to return to work on a part-time basis.

16.7.3 The employee shall also notify the employer of changes of address or other contact details which might affect the employer's capacity to comply with subclause 16.7.1.

17. Terms of Engagement

17.1 Full-time and part-time employees shall be engaged by the week and their engagement shall only be terminated by the employer or employee giving the notice prescribed below, or by payment or forfeiture, as the case may be of the appropriate wages in lieu of notice.

Levels 1 & 2	1 week
Level 3	2 weeks
Level 4	4 weeks

17.2 A fixed term employee shall be employed for a fixed period. The engagement of a fixed term employee may be varied by agreement between the employer and employee. Notwithstanding the above provisions, a fixed term contract may be terminated by one week's notice on either side or by the payment or forfeiture, as the case may be, of a week's wages in lieu of notice thereof.

17.3 The provisions outlined in subclauses 17.1 and 17.2 shall not affect the right of an employer to dismiss any employee without notice for misconduct or other neglect of duty.

17.4 The employer shall have the right to deduct payment for the time of non-attendance by any employee who fails to attend for duty, or absents himself/herself from duty, without leave.

18. Training Wage

18.1 See the Theatrical Employees (Training Wage) (State) Award.

19. Payment of Wages

19.1 Wages will be paid fortnightly by Electronic Funds Transfer.

20. Annual Leave and Annual Leave Loading

- 20.1 Full-time and part-time employees employed on or prior to 19 April, 1999 shall receive annual leave of five weeks per annum plus 17.5% Annual Leave Loading, upon the completion of twelve months service.
- 20.2 Part time employees employed after 19 April, 1999 shall be entitled to four (4) weeks paid annual leave per annum plus 17.5% Annual Leave Loading, upon the completion of twelve months service.
- 20.3 Full-time employees employed after 19 April, 1999 shall be entitled to annual leave of five weeks per annum plus 17.5% annual leave loading, upon the completion of twelve months service.
- 20.4 The loading referred to in subclauses 20.1, 20.2 and 20.3 above shall be paid to all weekly employees upon the anniversary of their entitlement, as a lump sum.
- 20.5 Fixed term employees who are engaged on a contract of less than twelve months shall be entitled to annual leave loading, provided that they have been employed as either a casual or weekly employee for a period of longer than twelve months in total, as on aggregate of full-time, part-time or casual employment.

21. Long Service Leave

- 21.1 The New South Wales *Long Service Leave Act* 1955 applies.

22. Consultation and Union Access

- 22.1 A meeting will be held every two months between employee representatives, the Union Official and the Executive Manager of the Sydney Olympic Park Aquatic, Athletic, and Archery Centres for the purpose of discussing matters affecting the employment, productivity and efficiency at the Sydney Olympic Park Aquatic, Athletic and Archery Centres.
- 22.2 The Employer recognises the rights of employees to elect union delegates as their representative for the purposes of this Award and to enhance the consultative mechanism.
- 22.3 Where operational matters permit, and subject to sufficient notice to management, accredited union delegates will be allowed reasonable time in work hours to prepare for and meet with management, a union official or employees they represent on urgent matters affecting union members. Management agreement will not be unreasonably withheld.

Collective meetings of employees with a union official or accredited union delegate will be held during a lunch or other work break or outside hours unless otherwise agreed by management.

- 22.4 The Employer shall provide accredited delegates with reasonable access to the following facilities for authorised union activities
 - 22.4.1 Computer for word processing and related purposes, email, telephone, photocopier, facsimile machine and a private meeting room, if and when necessary.
 - 22.4.2 Access to a notice board for material authorised by the union. The Employer shall have the right to decline the posting of material at its discretion but shall not unreasonably do so.
- 22.5 Union Delegates will be allowed to undertake the following activities without deduction from ordinary time earnings, subject to operational requirements and management agreement. Management will not unreasonably withhold agreement.
 - 22.5.1 Up to 6 days per annum for training courses conducted by the union or a training provider nominated by the union; or to attend union conferences or industry meetings.

22.5.2 Attendance at, and reasonable preparation time for, industrial proceedings that directly affects the area or employee(s) that the union delegate represents.

22.5.3 Presenting information on the union and union's activities at induction sessions for new employees

23. Labour Flexibility

23.1 Employees covered by this award shall perform all work within their skill and competence including but not limited to work which is incidental but not peripheral to their main tasks and functions.

24. Uniforms and Protective Clothing

24.1 Where employees are required to wear a uniform they will be provided to the employee free of charge. Employees required to work in the rain shall be provided with oilskins, gumboots or other protective clothing, free of charge.

24.2 Upon termination of employment all uniforms and property belonging to the employer shall be returned by the employee to the employer properly laundered and/or in working order.

25. Tools and Equipment

25.1 All tools and equipment required by the employees to perform their duties shall be provided by the employer, free of charge. Any other authorised work related expenses will be reimbursed to the employee subject to satisfactory verification of the expense.

26. Change Rooms

26.1 The employer shall provide a change room for the use of the employees, free of charge. Such change room shall be equipped with hot and cold showers and shall be fitted with individual locker accommodation.

27. Redundancy

27.1 Application of this Clause.

27.1.1 This clause shall apply in respect of full-time and part-time employees as defined in Clause 8

27.1.2 This clause shall not apply to employees with less than one year's continuous service

27.1.3 This clause shall not apply where employment is terminated as a consequence of conduct that warrants dismissal, or in the case of employees engaged for a specific period of time, or for a specified task or tasks, where employment is terminated due to the ordinary turnover of labour.

27.2 Employer to Notify and Discuss Change

27.2.1 Where the employer has made a definite decision to introduce major changes that are likely to have significant effects on employees, for example in structure, technology and or program/service delivery, the employer shall notify the employees who may be affected by the proposed changes and the union to which they belong

27.2.2 The employer shall discuss with the employees affected and the union to which they belong, among other matters, the introduction of the changes referred to in clause 27.2.1, the effects the changes are likely to have on employees and measures to avert or mitigate the adverse effects of such changes on employees, and shall give prompt consideration to matters raised by the employees and/or the union in relation to the changes.

27.2.3 The discussion shall commence as early as practicable after a definite decision has been made by the employer to make the changes referred to in 27.2.1

27.2.4 For the purpose of such discussion, the employer shall provide to the employees concerned, and the union to which they belong, all relevant information about the changes including the nature of the changes proposed, the expected effects of the changes on employees and any other matters likely to affect employees, provided that any employer shall not be required to disclose confidential information the disclosure of which would adversely affect the employer.

27.2.5 Where the employer has made a definite decision that the employer no longer wishes the job the employee has been doing done by anyone, pursuant to clause 27.2.1, and that decision may lead to the termination of employment, the employer shall hold discussions with the employees directly affected and with the union to which they belong as early as practicable.

27.2.6 The discussions referred to in 27.2.5 shall cover, among other matters any reasons for the proposed terminations, measures to avoid or minimise the terminations and measures to mitigate any adverse effects of any termination on the employees concerned, the number and categories of employees likely to be affected, and the number of workers normally employed, and the period over which the terminations are likely to be carried out.

27.3 Notice of Termination of Employment

27.3.1 In order to terminate the employment of an employee for reasons arising from "structure", or "program/service delivery", in accordance with 27.2.1, the employer shall give to the employee the following notice

Period of Continuous Service	Period of Notice
Less than 1 year	1 week
1 year and less than 3 years	2 weeks
3 years and less than 5 years	3 weeks
5 years and over	4 weeks

27.3.2 In addition to the notice above, employees over 45 years of age at the time of the giving of the notice with not less than two years continuous service, shall be entitled to an additional week's notice

27.3.3 Payment in lieu of the notice in 27.3.2 shall be made if the appropriate notice period is not given, provided that employment may be terminated by part of the period of notice specified and part payment in lieu thereof

27.4 Notice for Technological Change

27.4.1 In order to terminate the employment of an employee for reasons arising from "technology" in accordance with 27.2.1, the employer shall give to the employee three months' notice of termination

27.4.2 Payment in lieu of the notice above shall be made if the appropriate notice period is not given, provided that employment may be terminated by part of the period of notice specified and part payment in lieu thereof.

27.4.3 The period of notice required by this subclause to be given shall be deemed to be service with the employer for the purposes of the Long Service Leave Act, 1955, the Annual Holidays Act, 1944, or any Act amending or replacing either of these Acts.

27.5 Time Off During the Notice Period

27.5.1 During the period of notice of termination given by the employer, an employee shall be allowed up to one day's time off without loss of pay during each week of notice, to a maximum of five weeks, for the purposes of seeking other employment

27.5.2 If the employee has been allowed paid leave for more than one day during the notice period for the purpose of seeking other employment, the employee shall, at the request of the employer, be required to produce proof of attendance at an interview or the employee shall not receive payment for the time absent

27.5.3 Employee leaving during the notice period - If the employment of an employee is terminated (other than for misconduct) before the notice period expires, the employee shall be entitled to the same benefits and payments under this clause had the employee remained with the employer until the expiry of such notice. Provided that in such circumstances the employee shall not be entitled to payment in lieu of notice

27.6 Transfer to Lower Paid Duties

27.6.1 Where an employee is transferred to lower paid duties for reasons set out in 27.2.1 the employee shall be entitled to the same period of notice of transfer as the employee would have been entitled to if the employee's employment had been terminated, and the employer may at the employer's option make payment in lieu thereof of an amount equal to the difference between the former ordinary time rate of pay and the new ordinary time rates for the number of weeks of notice still owing.

27.7 Severance Pay

27.7.1 Where an employee is to be terminated pursuant to clause 27, subject to further order of the Industrial Relations Commission, the employer shall pay the following severance pay in respect of a continuous period of service:

- (a) If an employee is under 45 years of age, the employer shall pay in accordance with the following scale

Years of Service	Under 45 Years Age Entitlement
Less than 1 year	Nil
1 year and less than 2 years	4 weeks
2 years and less than 3 years	7 weeks
3 years and less than 4 years	10 weeks
4 years and less than 5 years	12 weeks
5 years and less than 6 years	14 weeks
6 years and over	16 weeks

- (b) Where an employee is 45 years old or over, the entitlement shall be in accordance with the following scale:

Years of Service	45 Years and over Age Entitlement
Less than 1 year	Nil
1 year and less than 2 years	5 weeks
2 years and less than 3 years	8.75 weeks
3 years and less than 4 years	12.5 weeks
4 years and less than 5 years	15 weeks
5 years and less than 6 years	17.5 weeks
6 years and over	20 weeks

- (c) 'Weeks pay' means the all purpose rate of pay for the employee concerned at the date of termination, and shall include, in addition to the ordinary rate of pay, over award payments, shift penalties and any allowances.

27.7.2 Subject to an application by the employer and further order of the Industrial Relations Commission, an employer may pay a lesser amount (or no amount) of severance pay than that

contained in subclause 27.7.1 if the employer obtains acceptable alternative employment for an employee

28. Major Interruption to Operations

- 28.1 Although a rare eventuality, external factors such as acts of God or malicious acts by a third party or parties, or industrial action, breakdown of machinery or any other act or omission for which the employer is not responsible may result in the closure of the Centres.
- 28.2 In the first instance options for staff to work at another location will be investigated.
- 28.3 In instances where this is not possible, staff will be given the opportunity to access available annual and/or long service leave entitlements.
- 28.4 Where staff are not able to be placed in work pursuant to clause 28.2 or do not elect to access leave entitlements pursuant to clause 28.3, either party may make an application to the Industrial Relations Commission pursuant to s126 of the *Industrial Relations Act* 1996 for a stand down order.

29. Grievance and Dispute Resolution Procedures

- 29.1 Procedures relating to grievances of individual employees.
- 29.1.1 The employee is required to notify (in writing or otherwise) the employer as to the substance of the grievance, request a meeting with the employer for bilateral discussions and state the remedy sought.
- 29.1.2 A grievance must initially be dealt with as close to its source as possible, with graduated steps for further discussion and resolution at higher levels of authority.
- 29.1.3 Reasonable time limits must be allowed for discussion at each level of authority.
- 29.1.4 At the conclusion of the discussion, the employer must provide a response to the employee's grievance if the matter has not been resolved, including reasons for not implementing any proposed remedy.
- 29.1.5 While a procedure is being followed, normal work must continue.
- 29.1.6 The employee may be represented by a union party to this award for the purpose of each procedure.
- 29.1.7 The grievance may be referred to the New South Wales Industrial Relations Commission by any party for conciliation or arbitration if the matter is unresolved following the use of the above procedure.
- 29.2 Procedures relating to disputes etc. between the employer and its employees.
- 29.2.1 A question, dispute or difficulty must initially be dealt with as close to its source as possible, with graduated steps for further discussion and resolution at higher level of authority.
- 29.2.2 Reasonable time limits must be allowed for discussion at each level of authority.
- 29.2.3 While a procedure is being followed, normal work must continue.
- 29.2.4 The employer may be represented by an industrial organisation of employers and the employees may be represented by a union party to this award for the purpose of each procedure.
- 29.2.5 If the dispute resolution process is exhausted without the dispute being resolved, the parties may jointly or individually refer the matter to the NSW Industrial Relations Commission for conciliation and/or arbitration.

30. Secure Employment

30.1 Objective of this Clause

The objective of this clause is for the employer to take all reasonable steps to provide its employees with secure employment by maximising the number of permanent positions in the employer's workforce, in particular by ensuring that casual employees have an opportunity to elect to become full-time or part-time employees.

30.2 Casual Conversion

30.2.1 A casual employee engaged by a particular employer on a regular and systematic basis for a sequence of periods of employment under this Award during a calendar period of six months shall thereafter have the right to elect to have his or her ongoing contract of employment converted to permanent full-time employment, or part-time employment, if the employment is to continue beyond the conversion process prescribed by this clause.

30.2.2 Every employer of such a casual employee shall give the employee notice in writing of the provisions of this clause within four weeks of the employee having attained such period of six months. However, the employee retains his or her right of election under this clause if the employer fails to comply with this notice requirement.

30.2.3 Any casual employee who has a right to elect under subclause 30.2.1, upon receiving notice under subclause 30.2.2 or after the expiry of the time for giving such notice, may give four weeks' notice in writing to the employer that he or she seeks to elect to convert his or her ongoing contract of employment to full-time or part-time employment, and within four weeks of receiving such notice from the employee, the employer shall consent to or refuse the election, but shall not unreasonably so refuse. Where an employer refuses an election to convert, the reasons for doing so shall be fully stated and discussed with the employee concerned, and a genuine attempt shall be made to reach agreement. Any dispute about a refusal of an election to convert an ongoing contract of employment shall be dealt with as far as practicable and with expedition through the disputes settlement procedure.

30.2.4 Any casual employee who does not, within four weeks of receiving written notice from the employer, elect to convert his or her ongoing contract of employment to full-time employment or part-time employment will be deemed to have elected against any such conversion.

- (i) Once a casual employee has elected to become and been converted to a full-time employee or a part-time employee, the employee may only revert to casual employment by written agreement with the employer.

30.2.5 If a casual employee has elected to have his or her contract of employment converted to full-time or part-time employment in accordance with subclause 30.2.3, the employer and employee shall, in accordance with this clause, and subject to subclause 30.2.3, discuss and agree upon:

- (a) whether the employee will convert to full-time or part-time employment; and
- (b) if it is agreed that the employee will become a part-time employee, the number of hours and the pattern of hours that will be worked either consistent with any other part-time employment provisions of this award or pursuant to a part time work agreement made under Chapter 2, Part 5 of the Industrial Relations Act 1996 (NSW);

Provided that an employee who has worked on a full-time basis throughout the period of casual employment has the right to elect to convert his or her contract of employment to full-time employment and an employee who has worked on a part-time basis during the period of casual employment has the right to elect to convert his or her contract of employment to part-time employment, on the basis of the same number of hours and times of work as previously worked, unless other arrangements are agreed between the employer and the employee.

30.2.6 Following an agreement being reached pursuant to subclause 30.2.5, the employee shall convert to full-time or part-time employment. If there is any dispute about the arrangements to apply to an employee converting from casual employment to full-time or part-time employment, it shall be dealt with as far as practicable and with expedition through the disputes settlement procedure.

30.2.7 An employee must not be engaged and re-engaged, dismissed or replaced in order to avoid any obligation under this clause.

30.2.8 The parties recognise the seasonal nature of casual employment at the Centres and acknowledge that regular and systematic work may extend over a number of months on a seasonal basis, but not over the full year. These circumstances will constitute valid grounds for the employer to not unreasonably refuse an employee's election to convert to full time or part time employment (in accordance with subclause 30.2.3) where the seasonal nature of the work can be demonstrated.

30.3 Occupational Health and Safety

30.3.1 For the purposes of this clause, the following definitions shall apply:

- (a) A "labour hire business" is a business (whether an organisation, business enterprise, company, partnership, co-operative, sole trader, family trust or unit trust, corporation and/or person) which has as its business function, or one of its business functions, to supply staff employed or engaged by it to another employer for the purpose of such staff performing work or services for that other employer.
- (b) A "contract business" is a business (whether an organisation, business enterprise, company, partnership, co-operative, sole trader, family trust or unit trust, corporation and/or person) which is contracted by another employer to provide a specified service or services or to produce a specific outcome or result for that other employer which might otherwise have been carried out by that other employer's own employees.

30.3.2 Any employer which engages a labour hire business and/or a contract business to perform work wholly or partially on the employer's premises shall do the following (either directly, or through the agency of the labour hire or contract business):

- (a) consult with employees of the labour hire business and/or contract business regarding the workplace occupational health and safety consultative arrangements;
- (b) provide employees of the labour hire business and/or contract business with appropriate occupational health and safety induction training including the appropriate training required for such employees to perform their jobs safely;
- (c) provide employees of the labour hire business and/or contract business with appropriate personal protective equipment and/or clothing and all safe work method statements that they would otherwise supply to their own employees; and
- (d) ensure employees of the labour hire business and/or contract business are made aware of any risks identified in the workplace and the procedures to control those risks.

30.3.3 Nothing in subclause 30.3 is intended to affect or detract from any obligation or responsibility upon a labour hire business arising under the *Work Health and Safety Act 2011* or the *Workplace Injury Management and Workers Compensation Act 1998*.

30.4 Disputes Regarding the Application of this Clause

30.4.1 Where a dispute arises as to the application or implementation of this clause, the matter shall be dealt with pursuant to the disputes settlement procedure of this award.

30.5 This clause has no application in respect of organisations which are properly registered as Group Training Organisations under the Apprenticeship and Traineeship Act 2001 (or equivalent interstate

legislation) and are deemed by the relevant State Training Authority to comply with the national standards for Group Training Organisations established by the ANTA Ministerial Council.

- 30.6 The parties to this agreement are committed to continuous improvement in work health and safety (WHS) standards through the implementation of an organisational framework, involving all parties in protecting workers' health and safety.

In addition to initial work health and safety training for employee representatives, employee representatives may undertake one day per annum refresher training at a course, conference or seminar.

31. No Extra Claims

- 31.1 The parties agree that, during the term of this award, there will be no extra wage claims, claims for improved conditions of employment or demands made with respect to the employees covered by the award and, further, that no proceedings, claims or demands concerning wages or conditions of employment with respect to those employees will be instituted before the Industrial Relations Commission or any other industrial tribunal.

The terms of the preceding paragraph do not prevent the parties from taking any proceedings with respect to the interpretation, application or enforcement of existing award provisions.

32. Anti-Discrimination

- 32.1 It is the intention of the parties bound by this award to seek to achieve the object in section 3(f) of the *Industrial Relations Act 1996* to prevent and eliminate discrimination in the workplace. This includes discrimination on the grounds of race, sex, marital status, disability, homosexuality, transgender identity, age and responsibilities as a carer.
- 32.2 It follows that in fulfilling their obligations under the dispute resolution procedure prescribed by this award, the parties have obligations to take all reasonable steps to ensure that the operation of the provisions of this award are not directly or indirectly discriminatory in their effects. It will be consistent with the fulfilment of these obligations for the parties to make application to vary any provision of the award which, by its terms or operation, has a direct or indirect discriminatory effect.
- 32.3 Under the *Anti-Discrimination Act 1977*, it is unlawful to victimise an employee because the employee has made or may make or has been involved in a complaint of unlawful discrimination or harassment.
- 32.4 Nothing in this clause is to be taken to affect:
- (a) any conduct or act which is specifically exempted from anti-discrimination legislation;
 - (b) offering or providing junior rates of pay to persons under 21 years of age;
 - (c) any act or practice of a body established to propagate religion which is exempted under section 56(d) of the *Anti-Discrimination Act 1977*;
 - (d) a party to this award from pursuing matters of unlawful discrimination in any State or Federal jurisdiction.
- 32.5 This clause does not create legal rights or obligations in addition to those imposed upon the parties by legislation referred to in this clause.
- (a) Employers and employees may also be subject to Commonwealth anti-discrimination legislation.
 - (b) Section 56(d) of the *Anti-Discrimination Act 1977* provides:

"Nothing in this Act affects any other act or practice of a body established to propagate religion that conforms to the doctrines of that religion or is necessary to avoid injury to the religious susceptibilities of the adherents of that religion."

33. Area, Incidence and Duration

- 33.1 This award shall regulate the terms and conditions of employment of employees:
- (a) of the Government of NSW employed under Chapter 1A of the *Public Sector Employment and Management Act 2002* in the Department of Education and Communities Sydney Olympic Park Authority Division in the classifications prescribed by this Award at the Sydney Olympic Park Aquatic, Athletic and Archery Centres; and
 - (b) not classified as staff members of the management team.
- 33.2 This award shall not apply to employees employed in a security capacity in or in connection with, or in or about (whether indoors or outdoors), the Sydney Olympic Park Aquatic Centre, Sydney Olympic Park Athletic Centre, and the Sydney Olympic Park Archery Centre.
- 33.3 This award is made following an application by The Australian Workers' Union, New South Wales under section 10 of the *Industrial Relations Act 1996* and rescinds and replaces the Sydney Olympic Park Aquatic, Athletics and Archery Centres (State) Award 2008 published on 17 August 2012 (374 I.G. 352) and all variations thereof.
- 33.4 The award will operate from 1 July 2012 and remain in force until 30 June 2013.
- 33.5 The parties to this award have agreed to commence discussions for a new award 6 months prior to the

PART B**Table 1 - Rates of Pay for Full-Time Classifications**

Classification Level	Salary from the first pay period on or after 1 July 2011 \$	Salary from the first pay period on or after 1 July 2012 \$
Level I	36,278	37,185
Level II	40,803	41,823
Level III	45,345	46,479
Level IV	54,399	55,759

Table 2 - Hourly Rates of Pay for Casual Employees

Classification Level	Hourly Rates from the first pay period on or after 1 July 2011 \$	Hourly Rates from the first pay period on or after 1 July 2012 \$
Level A	21.20	21.70
Level B	22.70	23.30
Level C	24.00	24.60

E. A. R. BISHOP, Commissioner

SERIAL C8026

**ENTERPRISE AGREEMENTS APPROVED
BY THE INDUSTRIAL RELATIONS COMMISSION**(Published pursuant to s.45(2) of the *Industrial Relations Act 1996*)**EA12/13 - Wollongong City Council Enterprise Agreement 2012-2015**

Made Between: Wollongong City Council -&- the Automotive, Food, Metals, Engineering, Printing and Kindred Industries Union, New South Wales Branch, New South Wales Local Government, Clerical, Administrative, Energy, Airlines & Utilities Union, The Development and Environmental Professionals' Association, The Local Government Engineers' Association of New South Wales.

New/Variation: Replaces EA09/44.

Approval and Commencement Date: Approved 3 October 2012 and commenced 1 July 2012.

Description of Employees: The agreement applies to all employees employed by Wollongong City Council, located at 41, Burelli Street, Wollongong, who fall within the coverage of the Local Government (State) Award 2010.

Nominal Term: 36 Months.

Printed by the authority of the Industrial Registrar.