

ENTERPRISE AGREEMENT

NO: E.A. 3 /1993

DATE REGISTERED: 4.1.93

PRICE: \$26.00

**COURT REPORTERS,
DEPARTMENT OF COURTS
ADMINISTRATION**

**ENTERPRISE AGREEMENT
NO. 3 OF 1992 1993**

"WITHOUT PREJUDICE"

1. PARTIES TO THE AGREEMENT

An **ENTERPRISE AGREEMENT** made in pursuance of the NSW Industrial Relations Act 1991 in accordance with the provisions of sections 112-142 of the said Act, entered into on the ^{4th} day of ~~January~~ 1993, between the Director-General, **DEPARTMENT of COURTS ADMINISTRATION** of 8-12 Chifley Square, Sydney, New South Wales, and the **PUBLIC EMPLOYMENT INDUSTRIAL RELATIONS AUTHORITY** of the one part and the **NEW SOUTH WALES JOURNALISTS' UNION** and **THE PUBLIC SERVICE ASSOCIATION OF NEW SOUTH WALES** of the other part. Now it is hereby agreed by the parties as follows:

2. TITLE OF AGREEMENT

This agreement shall be known as the **COURT REPORTERS' ENTERPRISE AGREEMENT**.

PART 1 - PURPOSE OF AGREEMENT

3. INTENTION AND COMMITMENT

The purpose of this agreement is to regulate the terms and conditions of employment previously regulated by the Court Reporters Agreement No. 2407 of 1982 and all other applicable agreements and determinations as specified in Annexure A.

This agreement refers specifically to Court Reporters so as to improve the efficiency and productivity of the Reporting Services Branch of the Department of Courts Administration.

The agreement provides for the development of links with other career paths within the Department of Courts Administration and within the New South Wales Public Service, and encourages the development of skills related to the reporting and transcription of proceedings to support the operation of the courts and tribunals.

4. INCIDENCE

This agreement will apply to Court Reporters of the Department of Courts Administration, in conjunction with the provisions of the Public Sector Management Act 1988 and its Regulations and the Personnel Handbook of the NSW Public Service.

5. DATE AND PERIOD OF OPERATION

This agreement shall operate from the date of registration and shall remain in force for a period of 12 months unless varied or terminated earlier in accordance with the provisions of Section 124 of the Industrial Relations Act 1991.

PART 2 - DEFINITIONS, WAGES, ALLOWANCES

6. DEFINITIONS

"Act" means the NSW Industrial Relations Act 1991 and its Regulations.

"Department" means the Department of Courts Administration.

"Union" means the New South Wales Journalists' Union and the Public Service Association of New South Wales.

"Industrial Authority" means the Public Employment Industrial Relations Authority constituted under the Public Sector Management Act, 1988.

"Officer" means and includes all persons employed full-time and part-time under the provisions of the Public Sector Management Act, 1988, who as at the operative date of this Agreement, were occupying positions covered by this Agreement, or who, after that date, are appointed to one of such positions.

"Trainee Reporter" means an officer at entry level to the Court Reporters salary scale with no previous experience.

"Part-time" employee means all persons employed under the provisions of the Public Sector Management Act, 1988 occupying a position covered by this Agreement but working for less than the normal full-time weekly hours.

"Casual" means and includes all persons employed who, on or after the first pay period commencing after the date of signing of this Agreement were employed for the purposes of reporting and producing transcript but who are not employed in a permanent or temporary position and are not employed in a temporary capacity for a set period and paid an annual rate of salary.

"Service" means continuous service as defined in the Transferred Officers Extended Leave Act, 1961.

"Week" means Monday to Friday inclusive.

7. WAGE BASIS

This agreement is made by reference and in relation to the adult basic wage of \$121.40 per week, the annual equivalent of which, calculated to the nearest dollar is, \$6,334 ($\121.40×52.17857).

Upon each variation of the adult basic wage the rates prescribed by this agreement shall be adjusted by deducting there from the sum of \$6,334 and adding to the result the annual equivalent of the new adult basic wage calculated as aforesaid to the nearest dollar.

8. STATE WAGE CASE DECISIONS

- i. When a decision varying wages is given by the Australian Industrial Relations Commission in a National Wage Case during the currency of this Agreement which is expressed to be on economic grounds and which is of general application, the rates prescribed by this Agreement shall be varied to the extent necessary to give effect to any pronouncement by the Industrial Relations Commission of New South Wales as to the manner in which such decision is to be applied to State awards.
- ii. When a decision varying wages is given by the Australian Industrial Relations Commission in a National Wage Case during the currency of this agreement which is expressed to be on grounds other than economic grounds and which is of general application, the rates prescribed by this agreement may be varied to the extent necessary to

give effect to any pronouncement by the Industrial Relations Commission of New South Wales as to the manner in which such decision is to be applied to State awards.

Provided that:

- a) in the variation of rates prescribed by this agreement, care shall be taken to guard against double-counting; and
- b) when a decision is taken to vary wages during the currency of this agreement, the amended rates shall be contained in a variation to the agreement, in accordance with s.125 of the Industrial Relations Act, 1991.

9. SALARIES

The rates shall take effect from the first pay period on or after the date of the registration of this agreement.

Position Title	Year	\$ p.a.	Current Common Salary Point
Trainee Reporter	1	\$26,900	52
Trainee Reporter	2	27,636	55
Court Reporter	1	38,126	88
Court Reporter	2	39,267	91
Court Reporter	3	40,902	95
Court Reporter	4	42,202	98
Senior Reporter	1	43,459	101
Senior Reporter	2	44,682	104
Senior Reporter	3	46,506	108
Senior Reporter	4	47,892	111

Casual Court Reporters

Payment for casual reporters shall be based on Senior Reporter, 1st year rate (Current CSP 101). Payment shall be based on an hourly rate, paid to the nearest 15 minutes, with minimum of 4 hours payable for a daily start. Where work is not available on a daily basis casuals may be stood down without notice after a minimum period of 4 hours.

Casuals may be requested to produce back transcript if such transcript is ordered and it is appropriate for the casual to do so. Payment shall be made at the casuals normal hourly rate for the time taken to produce the transcript.

Casuals shall receive payment on a fortnightly basis in respect of any and all casual loadings payable based on the following formula \$43,459 pa (Current CSP 101) divided by 52.17857 divided by 35 plus 15% plus 6/46ths). These payments are in lieu of all leave entitlements for officers under the Public Sector Management Act, 1988 and the Crown Employees (Travelling Compensation) Award. Casual Court Reporters are therefore not entitled to any form of leave available to officers under the Public Sector Management Act, 1988 or regulations made thereunder or the Crown Employees Travelling Compensation Award. Casuals are entitled to Long Service Leave, in accordance with the amendments to the Long Service Leave Act 1985, section 4 (ii).

10. TRANSITIONAL PROVISIONS

The salaries payable to Court Reporters employed at the date of signing of this agreement shall be calculated on the following basis:

Existing Salary Rates		New Salary Rates	
Year	Common Salary Point \$ p.a	Common Salary Point	\$ p.a.
1st year	82	88	\$38,126
2nd year	87	91	39,267
3rd year	91	95	40,902
4th year	96	98	42,202
5th year	99	101	43,459
6th year with less than 12 mths service	103	104	44,682
6th year with 12 mths service or more	"	108	46,506
after a further 12 months	"	111	47,892

Upon completion of 12 months satisfactory service at CSP 108, after the date of signing this agreement, officers are eligible to progress to CSP 111.

Computer Assisted Transcription (CAT) allowance shall be deemed to be salary for the purpose of determining an officers salary under this agreement. Payment of CAT allowance shall cease effective from the signing of this agreement. On signing of this agreement those Court Reporters in receipt of CAT allowance shall be paid the monetary value of six (6) months allowance by a one off payment in full and final settlement.

Any officer who is employed as a Court Reporter at the date this agreement takes effect, shall be entitled to progress from Court Reporter to Senior Reporter subject to her/his conduct and services being satisfactory.

PART 3 - ENTRY LEVEL REQUIREMENTS, SKILL DEVELOPMENT AND TRAINING

11. ENTRY LEVEL REQUIREMENTS

Appointment to Court Reporter positions shall be subject to satisfying requirements, as set out below. The Parties agree that the standards and designated reporting and transcription methods may be determined by the Department from time to time.

Trainee Reporter:

Appropriate entry performance.

Court Reporter:

Relevant reporting speed, accuracy and performance.

Senior Reporter:

Relevant reporting speed, accuracy and performance.

12. INCREMENTAL PROGRESSION, SKILL DEVELOPMENT, TRAINING AND PROMOTION

Incremental progression for all officers shall be subject to the completion of twelve (12) months satisfactory service and conduct.

Selection for Senior Reporter positions is on merit and is subject to occurrence of a vacancy.

The parties to this agreement are supportive of retraining in Machine Shorthand and Computer Assisted Transcription of officers employed at the date of signing this agreement.

Machine Shorthand and Computer Assisted Transcription training shall be provided to increase the skill level of officers. It is recognised that the provision of such training is essential. Officers will be encouraged to undertake training and development. At the date of this agreement, officers will continue to be provided with access to such training during working hours. However, access to training shall be subject to the needs of the courts.

PART 4 - HOURS OF WORK

13. HOURS OF WORK

Standard hours of work shall apply. The full time hours of work shall be 35 hours per week. The ordinary hours of duty for each day shall be seven (7) hours, excluding a 40 minute lunch break, and shall commence between 8.30 am and 9.30 am, subject to the needs of the courts and prior agreement between the Department and the officer. The finishing time of duty is subject to the completion of 7 hours work each day.

14. OVERTIME

Overtime shall be paid to all officers and casuals under this agreement, at the salary rate that the person is paid at the time. The practice of calculating overtime rates on the basis of folio rates for transcription work, as prescribed in the previous Agreement No. 2407 of 1982, will no longer apply.

All overtime worked is subject to the following requirements:

- (i) When performed at the times and on the days below mentioned overtime shall be paid for at the following rates:
 - (1) For all time worked before the usual commencing time and after the usual ceasing time, Monday to Friday inclusive, the rate of time and a half for the first two hours and double time thereafter until relieved from duty.
 - (2) For all time worked on Saturdays, the rate of time and a half for the first two hours and double time thereafter.
 - (3) For all time worked on Sundays, the rate of double time.

(4) For all time worked on public holidays, the rate of double time and a half.

(ii) Overtime rates shall not be paid -

(1) For the first quarter of an hour overtime worked on any one day. If overtime worked does exceed quarter of an hour in any one day, then overtime rates shall be deemed to be fixed for all overtime worked.

(2) For meal times.

(3) If an Officer is absent from duty on any working day during the week in which overtime has been worked by him/her, the time so lost may be deducted from the total amount of overtime worked by him/her during the week, unless he or she has been granted leave of absence for recreation or on account of illness, or unless in the opinion of the Department his/her absence has been caused by circumstances beyond his/her control.

(iii) The formula for calculation of the hourly ordinary overtime rate shall be:-

Annual salary/ 52.17857/ 35 = Hourly Rate to the nearest cent.

To determine time and a half or double time or double time and a half rates, the hourly rate at ordinary time shall be multiplied by 3/2 or 2 or 5/2 respectively, calculated to the nearest cent.

(iv) An officer who, at the direction of the Department, works overtime may, within two working days following such work, elect to take leave in lieu of payment for all or part of the entitlement in respect of the time worked. Such leave in lieu shall accrue at the rates specified for overtime in this agreement i.e. such leave in lieu shall accrue at the equivalent computed overtime rate.

Provided that:

(a) Where the officer elects to receive leave in lieu of payment such leave in lieu shall be taken at the convenience of the Department.

(b) Such leave in lieu shall be taken in multiples of a quarter day only.

- (c) The maximum period of leave in lieu that may be allowed in respect of any one period of overtime worked shall be one day.
- (d) Subject to the convenience of the Department, leave in lieu shall be taken within three months of the date of accrual, except in the case of leave in lieu in respect of work performed on a public holiday, in which case an officer may elect to have such leave in lieu added to annual leave credits.
- (e) An officer shall be entitled to payment for the balance of any overtime entitlement not taken as leave in lieu.

15. MEAL ALLOWANCES

The provisions of the Public Sector Management Act 1988 and its Regulations shall apply to all officers and casuals working directed overtime.

16. COMPENSATORY LEAVE

Full-time officers shall be granted ten (10) days compensatory leave per annum in lieu of the provisions of the Crown Employees (Travelling Compensation) Award, to be taken in the Christmas law vacation, on completion of 12 months service. Such leave will not be cumulative but shall be allowed pro rata. Where special circumstances exist and at the convenience of the Department, an officer may be granted compensatory leave at a time other than the Christmas law vacation

Part-time officers shall be granted a pro rata compensatory leave entitlement, subject to the same conditions applicable to full time officers.

17. PAYMENT FOR PRODUCTION OF BACK TRANSCRIPT WHILST ON PAID OR UNPAID LEAVE

Officers who are on either paid or unpaid leave may be requested to produce back transcript if such transcript is ordered and it is appropriate for the officer to do so.

Payment for officers on unpaid leave shall be made at the officers normal hourly rate for the time taken to produce the transcript.

Such payment shall not affect any entitlement or alter any arrangement already approved under the maternity leave or leave without pay conditions.

Officers who are on paid leave shall be re-credited leave previously granted for the time taken to produce the transcript.

Officers on half pay leave such as half pay extended leave or half pay maternity leave shall have the time taken as leave whilst producing the transcript re-credited and shall be paid at the normal hourly rate for any production made during the period of unpaid leave. Such payment shall not affect any entitlements or alter any arrangement already approved under the maternity leave conditions.

PART 5 - POLICY AND PROCEDURES

18. FACILITATIVE PROVISION

The parties to this agreement have a genuine commitment to the on-going insertion of facilitative provisions in relevant clauses of the agreement and have taken or are taking action to do so.

19. GRIEVANCE PROCEDURE

The aim of this procedure is to ensure that, during the life of this agreement, industrial grievances or disputes are prevented, or resolved as quickly as possible, at the level they occur in the workplace. For the purpose of this procedure, industrial grievances or disputes are distinguished from grievances dealt with under Public Service grievance handling procedure.

When a dispute or grievance arises, or is considered likely to occur, the following steps shall be followed:

- Step 1: The matter is discussed between the officer(s) and the supervisor involved. If the matter remains unresolved follow Step 2.
- Step 2 The matter is discussed between the officer(s), the union delegate or officers' representative and their supervisor. If the matter remains unresolved follow Step 3.
- Step 3 The matter is discussed between the officer(s), the union delegate or officers' representative, the supervisor and the branch manager. If the matter remains unresolved follow Step 4.

Step 4 The matter is discussed between the branch manager, representatives of the Employee Services Branch and the union delegate and/or union official or officers' representative. If the matter remains unresolved follow Step 5.

Where it is agreed by the parties, Steps 1-4 above may be conducted concurrently.

Step 5 The matter is discussed between senior representatives of the Department and the relevant union and or officers' representative.

The parties agree to exhaust the conciliation process before considering Step 6. It is also agreed that the parties will not deliberately frustrate or delay these procedures.

Step 6 The matter may be referred by either party to the Industrial Relations Commission or the Industrial Court, as appropriate, to exercise its functions under the Industrial Relations Act 1991, provided the matter is not a claim for general increases in salaries or conditions of employment contained in this agreement.

The parties agree that there will be no strikes by officers of the Department relating directly to rights settled by this agreement.

PART 6 - DECLARATION

The Parties to this agreement declare that it:

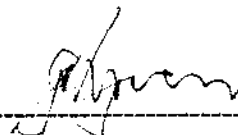
- (i) is not contrary to the public interest;
- (ii) is not unfair, harsh or unconscionable;
- (iii) was not entered into under duress;
- (iv) is in the interests of the Parties.

THIS AGREEMENT IS MADE AT SYDNEY ON THE
1992.

DAY OF

Signed for and on behalf of the
REPORTING SERVICES BRANCH
by the:

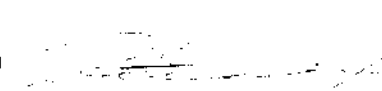
**DIRECTOR GENERAL,
DEPARTMENT OF COURTS
ADMINISTRATION**

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**DIRECTOR GENERAL,
FOR AND ON BEHALF OF
DEPARTMENT OF INDUSTRIAL
RELATIONS, EMPLOYMENT, TRAINING
and FURTHER EDUCATION**


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in the presence of the
**DIRECTOR of the
REPORTING SERVICES BRANCH**

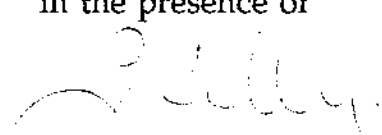
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Signed for and on behalf of the
THE NSW JOURNALISTS' UNION

by: *WALTER REIDSON*
SECRETARY

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in the presence of



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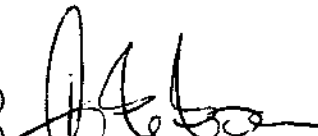
Signed for and on behalf of the
**PUBLIC SERVICE ASSOCIATION OF
NEW SOUTH WALES**

by: *JANET GOOD*
PRESIDENT

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in the presence of

ALLAN GIBSON
GENERAL SECRETARY

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ANNEXURE A

This Agreement supersedes the following:

- . Agreement No. 2029 of 1973 - Court Reporters
- . " No. 2407 of 1982 - Court Reporters
- . Determination No. 807 of 1983 - Court Reporters