

ENTERPRISE AGREEMENT

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DEPARTMENT OF SPORT, RECREATION AND
RACING

CENTRE MANAGERS

AND

ASSISTANT CENTRE MANAGERS

ENTERPRISE AGREEMENT

1993

CLAUSE 1 - TITLE

This Agreement shall be known as the "Department of Sport, Recreation and Racing Centre Managers and Assistant Centre Managers Enterprise Agreement 1993."

CLAUSE 2 - INDEX

1. TITLE
2. INDEX
3. DEFINITION
4. PARTIES
5. STATEMENT OF INTENT
6. JOINT MONITORING COMMITTEE
7. SALARIES
8. DETERMINATION OF SALARY UPON APPOINTMENT
9. ALLOWANCES
10. HOURS OF DUTY
11. APPEALS MECHANISM
12. GRIEVANCE AND DISPUTE HANDLING PROCEDURES
13. GENERAL CONDITIONS OF EMPLOYMENT
14. NEGOTIATING THE NEXT AGREEMENT
15. AREA, INCIDENCE AND DURATION
16. DECLARATION

CLAUSE 3 - DEFINITIONS

Academy	refers specifically to the two Sport and Recreation Centres at Narrabeen and Jindabyne which have been renamed by the Department to reflect the additional responsibilities for the development of elite and talented athletes. Instruction is also provided in outdoor education, sport and recreation for all members of the community.
Association	means the Public Service Association of New South Wales.
Centre	means a Departmental residential establishment or site where instruction is provided in outdoor education, sport and recreation for all members of the community. It also includes any place designated as part of, or as annex to, such an establishment.
CSP	means Common Salary Points as established under the Crown Employees (Common Salary Points) Award.
Director	means the Director of the Department of Sport, Recreation and Racing.
Department	means Department of Sport, Recreation and Racing.
Industrial Authority	means the Public Employment Industrial Relations Authority.
Enterprise Agreement	means an agreement made pursuant to Section 118 of the Industrial Relations Act, 1991.
Enterprise Arrangement	means an arrangement made pursuant to the State Wage Case of 29 May 1991.
Officer	means and includes all persons permanently or temporarily employed under the provisions of the Public Sector Management Act 1988 or other appropriate Acts, and who, as at the operative date of this Agreement were occupying one of the positions covered by this Agreement, or who, after that date, are appointed to or employed in one of such positions.
Service	means continuous service in a position covered by the enterprise agreement. Future appointees shall be deemed to have the year of service indicated by the salaries at which they are appointed.

CLAUSE 4 - PARTIES

This Enterprise Agreement has been made between the following parties:

- * The Public Employment Industrial Relations Authority
- * The Department of Sport, Recreation and Racing
- * The Public Service Association of New South Wales

CLAUSE 5 - STATEMENT OF INTENT

5.1 The purpose of this Agreement is to regulate partially the terms and conditions of employment previously regulated by The Crown Employees (Centre Superintendent and Assistant Centre Superintendent Sport & Recreation Service of NSW Officers) Award.

5.2 This Agreement has been developed so that the Department can:

(a) Ensure the provision of excellence and equity for all members of the community participating in outdoor education, sport and recreation activities at Sport and Recreation Centres and Academies of Sport by:

- * Attracting and retaining management staff of the highest calibre;
- * Attracting management staff with appropriate training, skills, knowledge and attitudes to improve and maintain all Centre facilities and management of human and physical resources.
- * Attracting, retaining and developing high calibre management staff who are multi-skilled and able to perform a broad range of activities.

(b) Ensure the provision of the broadest possible range of opportunities for members of the community to obtain fulfilment through participation in outdoor education, sport and recreation activities and achieve excellence in sporting performance by:

- * Increasing the flexibility and effectiveness of the use of resources by structuring the Centres and Academies to reflect the all year round operational requirements;
- * Implementing flexible staffing arrangements in Centres and Academies to meet the specific management requirements and priorities of particular Centres and Academies.

- (c) Ensure that all management staff are provided with a career path within Centres and Academies by:
- * Establishing skill related career paths and promotional opportunities in which rewards relate to the utilisation of skills and performance levels;
 - * Establish a career grading structure for all management staff which provides opportunities for management staff with relevant experience and qualifications to have the opportunity to progress in the Public Service;
 - * Establish a new grading structure for management staff which recognises the additional skill requirements and responsibilities of management positions.
- (d) Ensure that fair and reasonable working conditions are available to management staff within Centres and Academies by:
- * Recognising the nature of the duties performed, the peculiarities of work environment, the extended working hours and limitations on personal space and time;
 - * Seeking to improve the working conditions and other compensation measures available to staff, wherever possible, without compromising the safety of programme participants and programme quality.

CLAUSE 6 - JOINT MONITORING COMMITTEE

- 6.1 The parties will establish a Management/Union Joint Monitoring Committee. The Committee consisting of two management representatives, two staff delegates and an Industrial Officer representing the Public Service Association of NSW, will ensure that a co-operative, consultative approach is followed when reviewing the implementation of this Agreement, considering relevant issues raised by the parties, identifying problems or discrepancies and resolving the issues.
- 6.2 The Committee will meet initially on a quarterly basis and thereafter as required.
- 6.3 The Committee will have the following primary functions:
- (a) Consider issues raised by the parties in relation to the Agreement and recommend action if necessary;

- (b) Monitor relevant movements in salaries and conditions in similar classifications in the public and private sectors which may affect attraction and retention of staff in classifications in this Agreement and recommend action if necessary.

6.4 Recommendations from the Committee will be submitted to the Director with a request for report back to the Committee.

CLAUSE 7 - SALARIES

7.1 Officers shall be paid the following salaries:

Classification	Year	Salary	CSP
* Centre Managers	1st year	\$38,126 pa	88
	2nd year	\$39,267 pa	91
	3rd year	\$40,902 pa	95
	4th year (thereafter)	\$42,202 pa	98
* Assistant Centre Managers	1st year	\$30,191 pa	64
	2nd year	\$31,117 pa	67
	3rd year	\$33,548 pa	75
	4th year (thereafter)	\$34,607 pa	78

7.2 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 \$6334 ($\121.40×52.17857).

Upon each variation of the adult basic wage the rates prescribed by this Agreement shall be adjusted by deducting therefrom the sum of \$6334 and adding to the result the annual equivalent of the new adult basic wage calculated as aforesaid to the nearest dollar.

7.3 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 or other 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.

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 section 125 of the Industrial Relations Act 1991 (NSW).

CLAUSE 8 - DETERMINATION OF SALARY UPON APPOINTMENT

- 8.1 Subject to the provisions of this Agreement, the Director may appoint a Centre Manager or Assistant Centre Manager at a rate of salary within the range of salaries of the position.
- 8.2 The Director will appoint all Assistant Centre Managers engaged as officers under this enterprise agreement, at the commencement of the enterprise agreement, at the salary rate applicable to the 3rd year for this category. The date of increment for these officers shall be a date 12 months from the commencement of this enterprise agreement.

CLAUSE 9 - ALLOWANCES

- 9.1 All officers shall be entitled to receive an "on-call" allowance of \$2,000 per annum. This allowance is payable in recognition of officers being required to remain on site in the Departmental Centre/Academy as and when required.

CLAUSE 10 - HOURS OF DUTY

- 10.1 Officers shall be required to work 152 hours over a period of four weeks.
- 10.2 Officers shall be entitled to be absent from duty for one full working day during the four week period at the convenience of the Department. No deduction in salary shall occur as a consequence of this absence.

CLAUSE 11 - APPEALS MECHANISM

- 11.1 An officer of the Department of Sport, Recreation and Racing shall have the right to appeal any decision made by their Agency in relation to their performance assessment review or in relation to promotion on merit from one grade to another where this is available under the provisions of this Agreement.
- 11.2 Officers shall submit a written submission outlining their case to the Director within twenty-eight (28) days of the decision being appealed.

- 11.3 The Director shall constitute an appeals committee made up of one (1) Management representative, one (1) relevant Public Service Association representative and one (1) peer that is acceptable to both Management and the Association.
- 11.4 The appeal shall be heard within twenty-eight (28) days of it being lodged and the recommendation of the committee shall be forwarded to the Director or the Director's nominee.
- 11.5 The decision of the Director or the Director's nominee shall be forwarded to the officer concerned within seven (7) working days of the appeal being heard.
- 11.6 This appeals mechanism shall not cover matters that are dealt with by either the New South Wales Industrial Relations Commission or the Government and Related Employees Appeals Tribunal.

CLAUSE 12 - GRIEVANCE AND DISPUTE HANDLING PROCEDURES

- 12.1 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 grievance dealt with under public service grievance handling procedure, e.g. complaints or discrimination.
- 12.2 (a) In the first instance, the employee(s) will notify (in writing or otherwise) the immediate supervisor, or other appropriate person, as to the substance of the grievance/dispute, request a bilateral meeting to discuss it, and state the remedy sought. A meeting should be held within 48 hours of notification.
- (b) If the matter is not resolved in this meeting, the matter shall be further discussed by the employee(s), and, at their request, the appropriate union shop steward/workplace delegate, the immediate supervisor and their manager. This should take place within 48 hours of the completion of step (a).
- (c) If the matter remains unresolved, the matter shall be further discussed by the employee(s), and, at their request, the appropriate union shop steward/workplace delegate, the immediate supervisor, the supervisor's manager, and a more senior management representative. This should take place within 48 hours of the completion of step (b).

- (d) If the matter remains unresolved and the employee(s) is/are union member(s), it should be discussed/negotiated between representatives of the State Branch of the union(s) concerned, and the relevant senior management of the employer. These actions should take place as soon as it is apparent that the earlier discussions will not resolve the grievance/dispute. In addition, in the case of a grievance, if the matter has not been resolved at the conclusion of this stage of discussions, the employer must provide a written response to the grievance, including reasons for not implementing any proposed remedy.
- (e) A matter relating to the conditions of employment fixed by this Agreement may be submitted by one or the other of the parties when all other steps, (a) to (d) above, have been exhausted, to the relevant industrial tribunal which may exercise its functions under the Industrial Relations Act, 1991.
- (f) Where the issue in dispute relates to a change of a work or management practice, the pre-existing practice shall be allowed to continue until the issue has been finally resolved. Neither party shall be prejudiced as to the final settlement by the continuance of work in accordance with this sub-clause.

CLAUSE 13 - GENERAL CONDITIONS OF EMPLOYMENT

- 13.1 Except as otherwise provided for in this Agreement, Centre Managers and Assistant Centre Managers shall continue be entitled to and shall observe the conditions of employment covering such officers before the making of this Agreement.
- 13.2 Providing that nothing in this Agreement shall transfer an entitlement to an officer who as at the date of operation of this Agreement was not entitled to or receiving such a provision.

CLAUSE 14 - NEGOTIATING THE NEXT AGREEMENT

- 14.1 The parties agree to commence negotiations on a new agreement no later than six months prior to the termination date of this Agreement.
- 14.2 During this six month deliberation period the parties will meet in order to seek agreement/resolution of any issues.
- 14.3 In the event that the parties fail to negotiate a new agreement, and this enterprise agreement is terminated in accordance with section 124 of the Industrial Relations Act, 1991, officers shall, from the effective date of termination of this enterprise agreement, be covered by the provisions of the Crown Employees (Centre Superintendent and Assistant Centre Superintendent, Sport and Recreation Service of NSW Officers) Award.

CLAUSE 15 - AREA, INCIDENCE AND DURATION

- 15.1 This Agreement will apply to all Centre Managers and Centre Assistant Manager from Centres and Academies of the Department of Sport, Recreation and Racing, who at the operative date of the Agreement were classified under the Crown Employees (Centre Superintendent and Assistant Centre Superintendent, Sport and Recreation Service of NSW Officers) Award.
- 15.2 The officers regulated by this agreement shall be entitled to the conditions of employment as set out in this Agreement and except where specifically varied by this Agreement existing conditions shall continue to apply.
- 15.3 This agreement is to partially regulate the terms and conditions of employment previously regulated by the Crown Employees (Centre Superintendent and Assistant Centre Superintendent Sport & Recreation Service of NSW Officers) Award.
- 15.4 It shall take effect on and from the date of registration and shall remain in force thereafter for a period of two (2) years, unless varied or terminated earlier in accordance with the provisions of sections 124 and 125, as appropriate of the Industrial Relations Act 1991.
- 15.5 The parties agree to commence negotiations on a new Agreement as soon as possible after the commencement date of this Agreement.

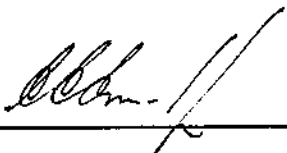
CLAUSE 16 - DECLARATION

- 16.1 The parties to this Agreement declare that the Enterprise Agreement:
- a) is not contrary to the public interest;
 - b) is not unfair, harsh or unconscionable;
 - c) was not entered into under duress; and
 - d) is in the interest of the parties.

THIS AGREEMENT IS MADE AT SYDNEY ON THE TWENTY-SEVENTH DAY OF MAY 1993.

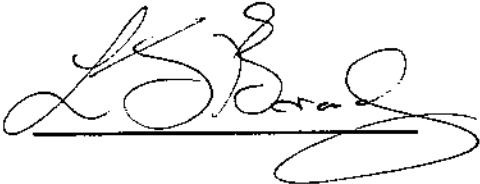
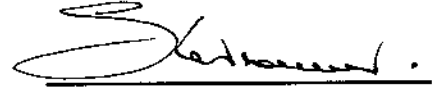
Signed for and on behalf of)
**THE PUBLIC EMPLOYMENT INDUSTRIAL
RELATIONS AUTHORITY** by the Director)
-General of the Department of Industrial
Relations, Employment, Training and)
Further Education, in the presence of)



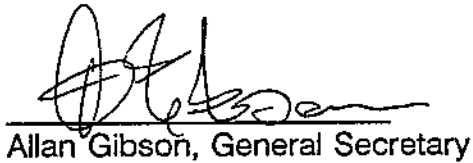


Centre Managers and
Assistant Centre Managers
Enterprise Agreement 1993

Ken Brown, Director-General
of the Department of Sport, Recreation & Racing)
signed this Agreement in the presence of:)

A handwritten signature in black ink, appearing to be 'Ken Brown', written over a horizontal line.A handwritten signature in black ink, written over a horizontal line.

Ms Janet Good)
President, Public Service Association of NSW)
signed this Agreement in the presence of:)

A handwritten signature in black ink, appearing to be 'Allan Gibson', written over a horizontal line.

Allan Gibson, General Secretary

A handwritten signature in black ink, appearing to be 'J Good', written over a horizontal line.