

ENTERPRISE AGREEMENT

NO: E.A. 118 /1993

DATE REGISTERED: 2-8-93

PRICE: \$ 40 - 00

Without Prejudice.

ENTERPRISE AGREEMENT

BUILDING SERVICES STAFF

PARLIAMENT OF NEW SOUTH WALES

INDEX

Clause No.	Title	Page No.
1	Parties to the Agreement	2
2	Title of Agreement	2
3 (A & B)	Intention	3
4	Date and Period of Operation	5
5	Definitions	6
6	Basic Wage	8
7	Rates	8
8	Allowances	9
9	Hours of Work	10
10	Overtime	11
11	Meals	13
12	Recreation Leave	15
13	Grievance and Dispute Handling Procedures	16
14	G.R.E.A.T.	17
15	Taxis	17
16	Consultative Committee	17
17	Declaration	18
18	Area, Incidence and Duration	18

1. PARTIES TO THE AGREEMENT

An enterprise agreement, made in pursuance of the NSW Industrial Relations Act 1991 in accordance with the provisions of Part 3 Division 2 (sections 115-142) of the said Act, entered into on the 1992 between The Speaker of the Legislative Assembly and the President of the Legislative Council of the Parliament of New South Wales on the one part and the Public Service Association of New South Wales and the Electrical Trades Union on the other part.

2. TITLE OF AGREEMENT

This agreement shall be known as the Parliamentary Officers, Parliamentary Building Services Enterprise Agreement.

PART 1 - PURPOSE OF AGREEMENT

3. INTENTION

- 3A. The purpose of this Agreement is to regulate the terms and conditions of employment previously regulated by:

The Parliament House (Maintenance Staff) Industrial Agreement 2484 of 1985.

The Parliament House Joint Services Staff (General) Industrial Agreement 2381 of 1981.

- 3B. This agreement will apply generally with the following provisions of the Personnel Handbook of the NSW Public Service:

Any changes effected to the Personnel Handbook during the currency of this agreement will be reviewed upon the expiration of this agreement.

DIVISION 1 - GUIDELINES AND PROCEDURES

Part 1 - Office of Public Management

Section 1	Recruitment and Employment
Section 2	Appointments.

Part 2 - Industrial Authority

Section 3	Separations
Section 4	Private Employment
Section 6	Classification and Grading
Section 8	Proclaimed Local Holidays
Section 9	Contesting State/Federal Elections
Section 10	Observance of Holy Days and Essential Religious Duties
Section 11	Concessional Leave
Section 12	Natural Emergencies and Major Transport Disruptions - Attendance at Work
Section 13	Serving Terms of imprisonment
Section 14	Workers Compensation
Section 15	Loss or Damage to Private Property.

Division 2 - Conditions of Employment

Part 2 - Allowances

- Section 4 First Aid Allowance
- Section 6 Higher Duties Allowance.

Part 2 - Leave

- Section 1 Adoption Leave and Part-time Adoption Leave
- Section 2 Extended Leave
- Section 3 Leave without Pay and Part-time Leave Without Pay
- Section 4 Maternity Leave and Part-time Maternity Leave
- Section 5 Military Leave
- Section 6 Parental Leave
- Section 7 Recreation Leave and Annual Leave Loading
 - Part B Annual Leave Loading
- Section 8 Short Leave
- Section 9 Sick Leave
- Section 10 Special Leave
- Section 11 Study Leave and Study Time

Division 3 - Conduct and Discipline

Part 1 - Code of Conduct

- Section 1 NSW Public Sector Code of Conduct

Part 2 - Discipline Guidelines

- Section 1 Discipline Guidelines
- Section 2 The Discipline Process
- Section 3 Punishment
- Section 4 Conduct and Discipline - Related Matters
- Section 5 Procedures
- Section 6 Appeal Procedures
- Section 7 Flow Charts
- Section 8 Pro-forma Documents

The following provisions of the Handbook WILL NOT apply:

Division 1 - Guidelines and Procedures

Part 2 - Industrial Authority

Section 1	Industrial Matters
Section 2	Salary Administration
Section 5	Provision of Taxis
Section 7	Leave Administration
Section 16	Staff Records Administration

Division 2 - Conditions of Employment

Part 1 - Awards and Agreements

Part 2 - Allowances

Section 1	Camping and Camping Allowances
Section 2	Composite Allowance
Section 3	Cost of Travel to and From Work
Section 5	Forage Allowance
Section 7	Motor Vehicle Allowances
Section 8	Overseas Travelling Allowances
Section 9	Remote Areas Allowance
Section 10	Travelling/Meal Allowance for Public Servants Required to Attend Examinations

Part 2 - Hours of Duty

Section 1	Hours of Duty
Section 2	Attendance

Part 2 - Leave

Section 7	Part A (Recreation Leave)
Section 12	Trade Union Activities

4. 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 sections 124 and 125 of the Act.

PART 2 - DEFINITIONS

This clause covers all classifications identified in Sections "A" and "B".

5. DEFINITIONS

"Act"	means the Industrial Relations Act 1991.
"Agreement"	means an enterprise agreement or an industrial agreement under the former Act.
"Association"	means the Public Service Association of New South Wales.
"Continuous Work"	means all work carried on with consecutive shifts of officers throughout the twenty-four hours of each of at least six consecutive days without interruption except during breakdowns or meal breaks or due to unavoidable causes beyond the control of the Presiding Officers.
"Commission"	means the Industrial Relations Commission of New South Wales.
"Industrial Authority"	means the Public Employment Industrial Relations Authority constituted by the Public Sector Management Act 1988.
"Officer"	means and includes all persons employed by the Presiding Officers in the Parliamentary Building Services Department of the Parliament of New South Wales who are at the time of registration of this document covered by the instruments identified in Clause #3 of this document.
"Overtime"	means all time worked, whether before or after the usual hours of operation of the Department where officer/s are necessarily occupied, by direction of the Presiding Officers or other responsible officer on their behalf, in the performance of work which from its character or from special circumstances, cannot be performed during the usual operating hours of the Department. Overtime for officers for whom the usual office hours are not fixed shall mean all such time on any day in excess of their ordinary hours of work per week divided by 5.
"Presiding Officers"	means the Speaker of the Legislative Assembly and the President of the Legislative Council.

"Sessional Officer"	means an officer as defined from time to time by the Clerk of the Parliaments and the Clerk of the Legislative Assembly in respect of jointly administered departments or sections
	Officers shall be designated as Sessional Staff by 1 December each leave year and shall as part of the duties of their position be regularly required to work at least two sittings nights in every sitting period.
	Officers who commence their employment between 1 December of any one year and 30 November in the succeeding year and who are designated Sessional Staff will receive additional leave entitlements (as contained in clause 13 of this agreement) accruing to Sessional Staff on pro rata basis depending on the length of their service.
"Sitting Day"	is a period of time representing any day, being a 24 hour period where either the Legislative Council or Legislative Assembly or both are scheduled to sit.
"Sitting Period"	is a period of time representing a full working week or weeks, Monday to Friday inclusive, where either the Legislative Council or Legislative Assembly or both are scheduled to sit.
"Union"	means the Electrical Trades Union

PART 3 - WAGES AND ALLOWANCES

6. BASIC WAGE

This agreement in so far as it fixes rates of wages for adults, is made by reference and in relation to a basic wage for adults of \$121.40 per week.

For the purpose of this clause "annual equivalent of the basic wage for adults" means the sum ascertained by multiplying the basic wage for adults, from time to time in force, by 52.17857 and rounding off the product to the nearest dollar.

The annual equivalent of the basic wage for adults of \$121.40 per week is \$6330 per annum.

When pursuant to Section 15 (2) of the industrial Relations Act 1991 any notification for a basic wage for adults as varied pursuant to a direction of the Industrial Commission is notified in the Industrial Gazette, the amount of the difference between the annual equivalent of the basic wage for adults as so notified and \$6330 per annum shall be ascertained and substituted.

7. RATES

- (a) Full time salary and wage rates applicable to the classifications listed, will be paid as prescribed in this clause of the agreement. The salary and wage rates will be varied from time to time in accordance with changes in the Common Salary Points and Common Wage Points Schedules published in the Crown Employees (Common Salary Points) and (Common Wage Points) awards.

Classification	Wage base	Salary Year 1	Salary Year 2	Salary Year 3	Salary Year 4	Salary Year 5	Allowance	Code
Artisan	121.40	26871						
Mechanical Fitter	121.40	23068						
Fitter Operator	121.40	26735						
Electrical Fitter	121.40	25964						
Plant Assistant	121.40	21101						

Classification	Wage base	Salary Year 1	Salary Year 2	Salary Year 3	Salary Year 4	Salary Year 5	Allowance	Code
Foreman Cleaner	121.40	22034 (30)						
Assistant Foreman Cleaner	121.40	20929 (24)						
General Useful	121.40	20259 (22)						
House Keeper	121.40	19716 (19)						
Laundry Assistant	121.40	19544 (18)						
Part-time Cleaner	121.40	21442 (27)						
Stores Officer	121.40	23896 (39)	24365 (41)	24365 (41)				
House Officer	121.40	26900 (52)	27366 (54)	27636 (55)				
Stores Assistant	121.40	22208 (31)	22606 (33)					
Horticulturist Grade 2	121.40	23457 (37)						
Horticulturist Grade 1	121.40	22423 (32)						

- (b) Part-time rates for the existing classification of Cleaner, will be calculated on the rate represented by Common Salary Point 38 and based on the following formula:-

$$\frac{\text{Common Salary Point (38)}}{260.8929} \times \frac{5}{35} \times \text{hours worked per week}$$

8. ALLOWANCES

- (a) the classification of Fitter Operator, shall be paid existing allowances (including the R-Tec allowance prescribed from time to time under the Trade Based Groups Agreement.
- (b) other classifications, being Mechanical Fitter, Artisan, Electrical Fitter and Plant Assistant shall be paid existing allowances prescribed from time to time under the Crown Employees (skilled Tradesmen) Award or Crown Employees (Tradesmens Assistants) Award respectively.

PART 4 - HOURS OF WORK

9. HOURS OF WORK

The ordinary hours of work for officers shall be 35 hours per week and in the case of officers designated part-time, 17.5 hours per week, Monday to Friday inclusive (except public holidays) and shall be worked in accordance with the following provisions for a four week work cycle (with the exception of part-time cleaners).

- (a) (i) for officers working a three shift non-continuous roster (identified as fitter operator positions) the ordinary working hours shall be worked as a twenty working day, four week cycle, not necessarily corresponding to a calendar month, Monday to Friday inclusive with nineteen working days of seven hours each inclusive of meal breaks between the hours of 6.00 a.m and 12.00 a.m with an additional 22 minutes worked on each day accruing as an entitlement to take a rostered day off in each cycle where such day off shall be paid for as though worked.
- (ii) for all other officers , with the exception of Part-Time Cleaner, the ordinary working hours shall be worked as a twenty working day, four week cycle, not necessarily corresponding to a calendar month, Monday to Friday inclusive with nineteen working days of seven hours each exclusive of meal breaks between the hours of 6.00 a.m and 6.00 p.m with an additional 22 minutes worked on each day accruing as an entitlement to take a rostered day off in each cycle where such day off shall be paid for as though worked.
- (b) officers are eligible to accrue a rostered day off in each four week cycle to be taken as whole days only.
- (c) each day of paid, sick or recreation leave taken and any public holidays occurring during any cycle of four weeks shall be regarded as a day worked for accrual purposes.
- (d) an officer who has taken unpaid leave in any form during a recognised four week cycle shall receive pro-rata accrued entitlements for each day worked (or each fraction of a day worked) or regarded as having been worked in such cycle.
- (e) payment of the rostered day off or, in the case of termination of employment either by the officer or the employer, on termination, shall be adjusted accordingly.

- (f) an officer may take an accrued rostered day off at any time within the four week cycle, at the discretion of the Manager or other responsible officer, whether sufficient time has been worked within the four week cycle or not prior to the cessation of that cycle;

Provided that:-

- (i) an officer who has not worked sufficient additional time within the four week cycle to cover the taking off of such a day shall be required to forfeit recreation leave, in lots of $\frac{1}{4}$ days ($1\frac{3}{4}$ hours) to compensate for any time in debit at the cessation of the four week cycle.
- (g) an officer may accrue rostered days off up to a maximum of 5 in any one year after which time an officer may be directed to take such a day or days off to avoid forfeiture
- (h) rostered days off may be taken either as individual days, or as a block of days up to a maximum of 5 as referred to in sub-clause (f) or as a block in tandem with any recreation leave taken provided that such rostered days off may only be taken subject to Departmental convenience.
- (j) an officer shall not be entitled to claim an allowance for relief as a result of another officer being on a rostered day off.

PART 5 - OVERTIME & MEALS

10. OVERTIME

Overtime, when worked on the days hereinafter mentioned, shall be paid for at the following rates:

- (a) for all overtime worked before the usual commencing time and after the usual ceasing time, Monday to Friday, inclusive, at the rate of time and one-half for the first two hours and at the rate of double time thereafter until relieved from duty.
- (b) for all overtime worked on a Saturday at the rate of time and one-half for the first two hours and at the rate of double time thereafter.
- (c) for all overtime on a Sunday at the rate of double time.

- (d) for all overtime worked on a Public Holiday at the rate of double time and a half, i.e. ordinary rates and a half in addition to salary.

Provided that:

- (i) the aforesaid method of compensating an officer shall not apply in the case of overtime worked on a public holiday by a non-continuous shift worker who shall in lieu be paid for such overtime at the rate of double time.
 - (ii) overtime rates are not fixed for meal times.
 - (iii) if an officer is absent from duty on any working day during any 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/she has been granted leave of absence for recreation or on account of illness or unless, in the opinion of the Presiding Officers or other responsible officer on his or her behalf absence has been caused by circumstances beyond his/her own control.
 - (iv) an officer who works overtime on a Saturday, Sunday or Public Holiday shall be paid a minimum payment as for four hours' work at the appropriate rate as prescribed by this agreement.
- (e) Overtime shall not be paid for periods of one-quarter of an hour or less.
 - (f) (i) The formula for the calculation of overtime at ordinary rates shall be:

For officers employed on a 5 day basis

$$\text{Annual Salary} \quad \times \quad \frac{5}{260.8929} \quad \times \quad \frac{1}{\text{No. of ordinary hours of work per week}}$$

- (ii) To determine time and one-half or double rates or double and one-half rates, the hourly rate at ordinary time shall be multiplied by $\frac{3}{2}$ or $\frac{2}{1}$ or $\frac{5}{2}$ respectively.
 - (iii) For those officers whose salary is above the rate equivalent to the A & C clerks scale of Grade 8 plus \$1, overtime will be calculated using the above formulae but substituting in place of the annual salary the salary payable for that classification and grade mentioned in this sub-clause.
- (g) Overtime is taken to have commenced after 7 hours 22 minutes of work has been completed, exclusive of meal breaks.

- (h) Overtime can only be compensated for by payment of money as no provisions exist for compensation by way of time-in-lieu.
- (i) Overtime shall not be worked unless prior approval has been granted by the Manager or other responsible officer, Parliamentary Building Services.

11. MEALS:

- (a) An officer shall be entitled to take a luncheon period of one hour, but may reduce that period to a minimum of 30 minutes where;
 - (i) to reduce that period to 30 minutes shall be granted at the discretion of the Manager or other responsible officer and where such reduction, upon the officer returning to work, may be deemed to be in lieu of a requirement to work additional time for the purpose of accruing a rostered day off as described in clause 9 (a) of this agreement.
- (b) An officer shall not be required to be on duty for more than 5 hours from the time of commencement without a break of the nature of that referred to in sub-clause (a) hereof and in the case where overtime is worked an additional 30 minute break shall be provided after every 4 hours of continuous work
- (c) An officer will not be entitled to claim for payment of any meal allowance as described in sub-section (b) of this clause in any instance where a meal is provided by the employer, provided that the meal is of sufficient substance and is appropriate to the time of day that it is taken or unless so authorised to do so by the Manager or other responsible officer, Parliamentary Building Services.
- (d) Where an officer is not provided a meal as described in sub-section (f) of this clause such officer will be compensated for expenses incurred in obtaining a meal in the following manner:
 - (i) An officer, working overtime, whether entitled to payment of overtime or not, who properly, reasonably and actually incurs expenses in obtaining a meal, shall be paid the following allowances, as varied from time to time by determination of the Presiding Officers of the Parliament of New South Wales:
 - (1) for breakfast, when required to commence work at or before 6.00 a.m. and at least 1 hour before the prescribed starting time, \$8.60 or an amount as varied from time to time;
 - (2) for supper, when required to work beyond 10.00 p.m. where work has been continuous beyond the prescribed ceasing time, \$8.60 or an amount as varied from time to time;

- (3) for an evening meal when required to work beyond 6.00 p.m. and for at least 1 1/2 hours after the prescribed ceasing time, \$16.40 or an amount as varied from time to time; and
- (4) for lunch on any Saturday, Sunday or Public Holiday where work is required to be performed:
 - (A) in the case of an officer whose starting time is not later than 8.30 a.m. and who is required to work until or beyond 1.30 p.m.; or
 - (B) in the case of an officer whose starting time is later than 8.30 a.m. and who is required to work until or beyond 2.00 p.m., \$11.10 or an amount as varied from time to time.
- (e) An officer shall not be entitled to the allowances prescribed under this clause unless the performance of the work concerned at the time at which it was performed was necessary.
- (f) Where an allowance under this clause is insufficient to adequately reimburse the officer for expenses properly, reasonable and actually incurred, a further allowance may be paid, at the discretion of the Presiding Officer/s or other responsible officer on his or her behalf, so as to reimburse the officer for the additional expenses incurred.

PART 6 - LEAVE

13. RECREATION LEAVE

Officers shall be eligible, after completion of each 12 months of service, to recreation leave in the following amounts, in addition to any public holiday occurring during such period of recreation leave-

- (a) Sessional staff 6 weeks (accrued at the rate of 2.5 days per month).
- (b) All other staff 4 weeks (accrued at the rate of 1.66 days per month).
- (c) An amount of leave may be taken, on a pro-rata basis, within the first 12 months of service and during each 12 months of service thereafter, where a sufficient amount of leave has been accrued up to the date upon which the leave is to be taken.

- (i) Recreation leave accrued and not taken shall be allowed to accumulate to the following maxima:

- (1) 50 working days in the case of officers described in 13 (a);
or
- (2) 40 working days in the case of officers described in 13 (b).

Except as provided for in 13 (ii) below, all leave in excess of the maxima shall be forfeited.

- (ii) Where, owing to a departmental emergency or in consideration of departmental exigencies an officer is not able to take the recreation leave applied for or accrue leave in excess of the prescribed maxima, the Presiding Officer/s or other responsible person on his/her behalf may approve accumulation of leave in excess of the limit provided for in sub section (i) of this clause up to the following maxima:-

- (1) 15 working days in the case of officers described in 13 (d) (i) (1);
- (2) 20 working days in the case of officers described in 13 (d) (i)(2).

- (iii) Recreation leave shall not be granted for a period less than an agreed minimum period and at least two (2) weeks leave for recreation purposes shall be taken each leave year unless the officer has insufficient paid leave available.

PART 7 - PROCEDURES**14. GRIEVANCES AND DISPUTE HANDLING PROCEDURES**

- (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, or other appropriate person, 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, or other appropriate person, 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 have been exhausted in sub-clauses (a) to (d) above, 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.

PART 8 - GENERAL

15. GOVERNMENT AND RELATED EMPLOYEES TRIBUNAL ACT

Notwithstanding anything contained in this Agreement, the provisions of the Government and Related Employees Tribunal Act shall continue to apply.

16. TAXIS

- (a) Where overtime is required to be performed it should be arranged, as far as is reasonably possible and practicable, so that the officer can use public transport or other normal means of transport to and from work.
- (b) Provision of taxi's shall be provided at the discretion of the manager or other responsible officer where:-
 - (i) an officer designated as sessional under the definition of this agreement is required to work overtime on any sitting day past 8.00 p.m. and ceases duty after 8.00 p.m., or
 - (ii) an officer designated as sessional or non-sessional, is required to work overtime on any day past 8.00 p.m. and ceases duty after 8.00 p.m.

and public transport or other normal means of transport is not reasonably available and or travel by such means of transport places the safety of the officer at risk, an arrangement may be made for transport to the place of residence.

17. CONSULTATIVE COMMITTEE

A Building Services Department joint consultative committee shall be established to monitor the implementation of this Agreement and make recommendations to The Presiding Officers on any changes to the Agreement that may be thought appropriate during its period of operation. Any variation/s approved by The Presiding Officers shall be processed in accordance with the relevant legislation applying at the time the variation is sought.

The Committee shall consist of a representative of The Presiding Officers and/ a management representative of the Department, representative of the Public Service Association of NSW, the latter chosen at the Association's discretion. A representative of the Industrial Authority may be co-opted to assist the Committee as required. Non-unionised staff may upon holding a ballot elect to furnish a representative to the Committee.

PART 9 - DECLARATION

18. DECLARATION

The parties to this Agreement declare that it:

- (a) is not contrary to the public interest;
- (b) is not unfair, harsh or unconscionable;
- (c) was not entered into under duress;
- (d) is in the interests of the parties.

19. AREA, INCIDENCE AND DURATION

This agreement shall apply to all persons employed as officers as defined within the meaning of this agreement.

It shall take effect on and from the beginning of the first pay period to commence on or after _____ and shall remain in force for a period of 12 months thereafter, or until one month's notice of its termination is given by either party.

THIS AGREEMENT IS MADE AT SYDNEY ON THE _____ DAY OF MAY 1993.

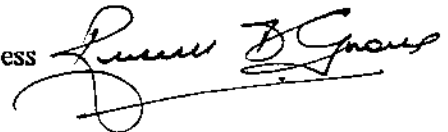
Signed for and on behalf of the Speaker of the Legislative Assembly



Signature


Printed Name and Occupation
KEVIN RICHARD ROZZOLI
Speaker, New South Wales
Legislative Assembly.

Witness

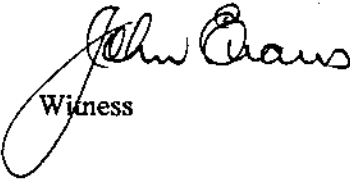


Printed Name and Occupation
RUSSELL DAVID GROVE
CLERK OF THE LEGISLATIVE
ASSEMBLY

Signed for and on behalf of the President of the Legislative Council

Signature 
Signature

MAX WILLIS, President of the Legislative Council
Printed Name and Occupation

Witness 
Witness

JOHN EVANS, Clerk of the Parliament
Printed Name and Occupation

Signed for and on behalf of the Public Service Association of NSW


Signature 
Signature

JANET GOOD, PRESIDENT
Printed Name and Occupation

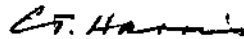
Witness 
Witness

ALLAN GIBSON
GENERAL SECRETARY
Printed Name and Occupation

Signed for and on behalf of the Electrical Trades Union

Signature 
Signature

BERT SCHMIDT
DEPUTY SECRETARY
Printed Name and Occupation

Witness 
Witness

COLIN HARRIS Organiser ETH.
Printed Name and Occupation