

ENTERPRISE AGREEMENT

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Without Prejudice

ENTERPRISE AGREEMENT

FOOD AND BEVERAGE
SERVICES STAFF

PARLIAMENT

OF

NEW SOUTH WALES

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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 1993 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 on the other part.

2. **TITLE OF AGREEMENT**

This Agreement shall be known as the Parliamentary Officers, Food and Beverage Services Enterprise Agreement.

PART 1 - PURPOSE OF AGREEMENT

INTENTION

3A. The purpose of this Agreement is to regulate the terms and conditions of employment previously regulated by the Parliamentary Joint Services - Food and Beverage Industrial Agreement 2382 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
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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

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 24 hours of each of at least 6 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.
"Flexible Working Hours Scheme"	means for the purpose of this agreement a system of attendance whereby individual officers select their starting and finishing times from day to day, subject to the concurrence of the Department Head and subject to conditions specified in Clause 12 of this agreement.
"Industrial Authority"	means the Public Employment Industrial Relations Authority constituted by the Public Sector Management Act 1988.
"Overtime"	means all time worked, whether before or after the usual hours of operation of the Department, where an 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. Under th flexible working hours scheme, the usual operating hours shall include the bandwidth of the scheme.
"Officer"	means and includes all persons employed other than casual employees, except where otherwise provided, in the Food and Beverage Services Department by the Presiding Officers of the Parliament of New South Wales.

- "Prescribed
Ceasing Time" means the conclusion of bandwidth
under the flexible working hours scheme.
- "Prescribed
Starting Time" means the commencement of bandwidth
under the flexible working hours scheme.
- "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 Clerk of the Legislative Assembly.
- Officers shall be designated as sessional staff by the 1
December each leave year and shall as the part of the duties
of their position be regularly required to work at least two
sitting days in every sitting period where either the
Legislative Council or Legislative Assembly or both sit into
the night up until at least 9.00 p.m. or beyond.
- Officers who commence their employment between 1
December of any one year and 30 November in the
succeeding year and who are designated as sessional staff
will receive additional leave entitlements accruing to
sessional staff on a pro-rata basis depending on their length
of service.
- "Sitting Day" is a period of time representing any day, being a 24 hour
period where officers are required to work and 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.

PART 3 - WAGES AND ALLOWANCES

6. BASIC WAGE

This agreement in so far as it fixes rates of wages for adult males and adult females, 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 \$6,330 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 \$6,330 per annum shall be ascertained and substituted.

7. RATES

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

Classification	Wage Base	Salary Year 1	Year 2	Year 3	Year 4	Year 5	Allowance	Code
Manager	121.40	44682 (104)					552	
Asst Manager	121.40	35963 (82)	36312 (83)					

Classification	Wage Base	Salary Year 1	Year 2	Year 3	Year 4	Year 5	Allowance	Code
Admin Asst	121.40	30191 (64)	31117 (67)				230	
Cashier/typist/ Machine Operator/ Clerk Cashier	121.40	25422 (46)	26168 (49)	26900 (52)	27636 (55)			
Secretary to Manager	121.40	23004 (35)	23653 (38)	24093 (40)	24801 (43)			

(b) Full time salary rates for the classifications listed, will be paid as prescribed in this clause of the agreement. The salary rates will be varied from time to time as in sub-clause (a) of this clause.

Classification	Wage Base	Salary Year 1	Year 2	Year 3	Year 4	Year 5	Allowance	Code
Steward	121.40	26900 (52)	27636 (55)					
Head Chef	121.40	35963 (82)	37016 (85)					
Chef	121.40	25689 (47)						
Asst Chef	121.40	23457 (37)						
Stock Clerk	121.40	23653 (38)	24093 (40)	24801 (43)				
Dinning Room Supervisor	121.40	24093 (40)						
Asst Dinning Room Supervisor	121.40	19624 (32)						
Cafeteria Supervisor	121.40	22817 (34)						
Senior Bar Tender	121.40	22034 (30)						
Bar Attendant	121.40	21847 (29)						
Kitchen Attendant	121.40	21442 (27)						
Dinning Room Attendant	121.40	21442 (27)						
Pantry Attendant	121.40	21442 (27)						
Room Service Supervisor	121.40	22423 (32)						
Asst Chef Cafeteria	121.40	22423 (32)						
Asst Chef Pastry	121.40	22423 (32)						
Kitchen Asst	121.40	20259 (22)						
Senior Waiter Cleaner	121.40	21847 (29)						
Junior Dinning Room Attendant	121.40	15009	17154	19298				
Asst Pantry Supervisor	121.40	22034 (30)						
Pantry Supervisor	121.40	22817 (34)						

(c) junior rates will be paid as a percentage of the appropriate full rate of the full time classification being at:

18 years	70 per cent of adult rate
19 years	80 per cent of adult rate
20 years	90 per cent of adult rate

(d) casual rates will be calculated on the rate for full time classification of dining room attendant plus 33 $\frac{1}{3}$ per cent, being the industry standard, for time worked Monday to Saturday plus 4/48 ths in lieu of annual leave to be paid on termination where termination is deemed to be on a weekly basis.

(e) part-time rates are to be calculated on the basis of the following formulae

$$\frac{\text{Common Salary Point 32}}{260.8929} \times \frac{5}{35} \times \text{hours worked per week}$$

PART 4 - HOURS OF WORK, OVERTIME, THE FLEXIBLE WORKING HOURS & LEAVE

8. HOURS OF WORK

The ordinary hours of work for officers shall be 35 hours per week, Monday to Friday inclusive (except public holidays).

9. 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 2 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 2 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 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 3 hours' work at the appropriate rate as prescribed by this agreement.

(e) (i) The formula for the calculation of overtime at ordinary rates shall be:

For officers employed on a 5 day basis

$$\frac{\text{Annual Salary}}{1} \times \frac{5}{260.8929} \times \frac{1}{\text{Hours of work per week}}$$

(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 3/2 or 2/1 or 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.

(iv) Sessional staff whose salary, or salary and allowance in the nature of salary, exceeds an amount equivalent to \$1.00 per annum in excess of the rate prescribed as the maximum range for grade 8 of the Administrative and Clerical Division, as varied from time to time shall be entitled to payment of an allowance of \$161.00 per sitting day, in lieu of overtime on each occasion they are required to work beyond 8.00 p.m. in sitting periods.

(f) Overtime shall not be paid for periods of one-quarter of an hour or less.

(g) Overtime is taken to have commenced at the cessation of the bandwidth hours.

(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, Food and Beverage Services.

(j) An officer will not be entitled to claim for payment of any meal allowance as described in sub-section (f) 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, Food and Beverage Services.

- (k) Where an officer is not provided with a meal as described in sub-section (e) of this clause such officer will be compensated for expenses incurred in obtaining a meal in the following manner:
- (i) An officer, 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:
 - (a) in the case of an officer not working under a flexible working hours' scheme who is required to work beyond 5.00 p.m. and/or for at least 1½ hours after the prescribed ceasing time; or
 - (b) in the case of an officer working under a flexible working hours' scheme who is required to work beyond 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.
- (l) 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.
- (m) 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.

10. FLEXIBLE WORKING HOURS SCHEME

- (a) The flexible working hours scheme will not apply to staff employed on a casual basis.
- (b) The flexible working hours scheme will apply to staff employed on a permanent part-time basis with all aspects of the scheme applying on a pro-rata basis.
- (c) The scheme will apply to all staff employed on a full time basis.

(A) BANDWIDTH

- (i) Bandwidth is the period during the day when all staff may record time worked.
- (ii)
 - (a) The maximum bandwidth shall be 10½ hours, the earliest starting time being 6.30 a.m. and the latest finishing time being 5.00 p.m. for officers identified in clause 8(b)
 - (b) The maximum bandwidth shall be 10½ hours, the earliest starting time being 7.30 a.m. and the latest finishing time being 6.00 p.m. for officers identified in 8(a)
 - (c) The bandwidth hours set out in 11 (A) (ii) (a) and (b) above may be varied, by mutual agreement between the officer and the Clerk of the Legislative Council or Clerk of the Legislative Assembly to commence or conclude by up to one hour, providing that the changing of the bandwidth does not incur overtime payments.
- (iii) Time shall not be credited to an officer for attendance outside the bandwidth.
- (iv) The bandwidth approved by the Presiding Officers at the date of this agreement shall not be altered without the Presiding Officers' approval first being granted in accord with this agreement, with the exception of clause 11 (A) (ii) (c) above.

(B) CORETIME

- (i) Coretime is the period during the day when all staff are required to be on duty, unless on authorised leave.
- (ii) The lunch period is not part of coretime.
- (iii) The coretime approved by the Presiding Officers or other responsible officer acting on their behalf shall not be altered without the Presiding Officers' approval first being granted in accordance with this agreement.

- (iv) Coretime for officers identified in clause 8(b) is:

9.00 a.m. to 10.30 a.m.
12.00 noon to 3.00 p.m.

- (v) Coretime for officers identified in clause 8(a) is:

10.00 a.m. to 12.00 noon
2.30 p.m. to 4.00 p.m.

(C) SETTLEMENT PERIOD

- (i) For the purpose of this agreement a settlement period shall be 8 weeks.
- (ii) The settlement periods for the purpose of time recording and for flexileave shall coincide.
- (iii) Where mechanical time recording equipment is used, clocks shall be read at the end of coretime on the last day of the settlement period.

(D) CONTRACT HOURS

- (i) An officer's daily contract hours are the number of hours for which that officer would be required to be on duty were the officer not entitled to accumulate credit or debit hours pursuant to this agreement on that day.
- (ii) An officer's contract hours for a settlement period shall be calculated by multiplying the normal weekly hours by 8.
- (iii) An officer's contract hours shall be the basis for determining whether that officer has accumulated credit or debit hours during any settlement period.

(E) HOURS WORKED

- (i) An individual officer may select starting and finishing times from day to day, subject to this agreement.
- (ii) Where on any day it appears that work will not be available for an officer prior to a specified time, not being a time later than the commencement of core time, nothing in sub-paragraph (i) hereof shall prevent the officer being directed not to commence duty prior to such specified time.
- (iii) All officers shall be entitled to work their minimum daily contract hours on any day.

- (iv) The Presiding Officers, or other responsible officer on his or her behalf, may require an officer to work the minimum daily contract hours on any day.
- (v) An officer may only accumulate credit hours in excess of the minimum daily contract hours where a responsible officer is satisfied that work is available and it is convenient to the Presiding Officer/s or other responsible officer on his or her behalf for the officer to so work.
- (vi) Nothing in this agreement shall prevent the Presiding Officers or other responsible officer on his or her behalf requiring an officer or group of officers to revert to working standard hours where it is evident that an officer or group of officers is not observing the conditions of the agreement and any associated administrative instructions.

(F) LUNCHEON PERIOD AND MEAL BREAKS

- (i) Approval may be sought for an individual or group to have a flexible luncheon period. Unless otherwise determined by the Presiding Officers or other responsible officer on his or her behalf, the maximum permissible luncheon period shall be 1½ hours during the period 10.30 a.m. to 12.00 noon for staff identified in clause 8(b)
- (ii) Approval may be sought for an individual or group to have a flexible luncheon period. Unless otherwise determined by the Presiding Officers or other responsible officer on his or her behalf, the maximum permissible luncheon period shall be 2 hours during the period 12.00 noon to 2.30 p.m. for staff identified in clause 8(a)
- (iii) An officer shall be entitled to take a luncheon period of one hour, but may reduce or extend that period to a minimum of 30 minutes or to the maximum allowable as described in (i) and (ii) above.
- (iv) An officer substantially extending the luncheon period beyond one hour must ensure, by consultation with the Manager or other responsible officer, that such an extension does not prevent the proper functioning of the Department.
- (v) 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-paragraph (ii) hereof and in the case where overtime is worked an additional 30 minute break shall be provided after every 4 hours of continuous work.

(G) ACCUMULATION AND CARRY OVER

- (i) An officer may accumulate credit or debit hours throughout a settlement period, provided that at the end of the settlement period the number of credit hours carried forward does not exceed 20 hours or the number of debit hours carried forward does not exceed 10 hours.
- (ii) Where an officer's accumulation of credit hours at the end of a settlement period exceeds 20 hours, the excess hours shall be forfeited.
- (iii) The Manager or other responsible officer shall make every effort to ensure that an officer does not consistently forfeit excess credit hours at the conclusion of settlement periods as a result of requests for flexileave being refused.
- (iv) Where an officer's accumulation of debit hours at the end of a settlement period exceeds 10 hours, the excess hours accumulated shall be debited against the officer's accrued recreation leave or, should the officer have no such leave available, shall be taken as leave without pay.
- (v) For the purpose of determining whether an officer has accumulated credit or debit hours during a settlement period, the officer shall be deemed to have notionally worked standard hours of the appropriate proportion thereof on any day, or part of a day, upon which the officer was absent on approved leave, not being flexileave during that settlement period.

(H) FLEXILEAVE

- (i) An officer may take off in coretime a maximum, of 2 full days or 4 half days at any time in a settlement period. A half day is the officer's daily contract hours divided by 2 (3.5 hours).

"Provided that":

officers defined as sessional in this agreement may not take off any time as described in sub-paragraph (i) on any day where that day is a sitting day as defined in this agreement.

- (ii) It is not necessary for an officer to have a credit balance when taking flexileave.
- (iii) A half day flexileave must either precede the period of work for the day or follow the period of work for that day, i.e. a period equal to half the officer's daily contract hours must be worked during the bandwidth, either before or after taking the half day flexileave.

- (iv) A half day flexileave may be taken with either a half day recreation leave or a half day study time so as to cover a full day's absence from duty.
- (v) Flexileave may be taken before or immediately after recreation leave. It may not be taken during a period of recreation leave.
- (vi) Flexileave may not be taken at the end of a period of extended leave or leave without pay, where to do so would enable an officer to gain payment for a weekend in respect of which payment would not normally be made.
- (vii) Flexileave (up to the maximum allowable in any settlement period) may be taken on consecutive working days.
- (viii) Flexileave may be taken at either the beginning of the settlement period, where the last day or days of the preceding settlement period were taken as flexileave or at the end of the settlement period where the first day or days of the next settlement period are to be taken as flexileave.
- (ix) An Officer must obtain the approval of the Manager or other responsible officer on his or her behalf prior to proceeding on flexileave.

(I) COMMENCEMENT OR CESSATION OF DUTY DURING CORETIME

- (i) Where an officer commences duty after the commencement of coretime, including resumption following cessation of the luncheon period, the officer shall apply for the appropriate amount of recreation leave, calculated in multiples of a quarter of a day. Where the officer has no recreation leave credit, the officer shall apply for the appropriate equivalent amount of leave without pay.
- (ii) Where the officer immediately commences duty upon arrival, the time worked shall be added to the officer's credit hours.
- (iii) Where an officer ceases duty prior to the cessation of coretime, the officer shall be debited the appropriate amount of recreation leave calculated in multiples of a quarter of a day, or where the officer has no recreation leave to credit, leave without pay.

(J) DISRUPTION OF TRANSPORT

- (i) Notwithstanding any other provision in this agreement, where an officer encounters a disruption to the mode of transport normally used in travelling from the officer's place of residence to place of employment and such disruption is caused by a transport strike or a major transport delay, the following conditions shall apply subject to the Department ensuring sufficient staff are available to provide adequate service:

- (a) The officer may commence duty at any time and where the disruption continues throughout the day, may cease duty at any time.
 - (b) An officer affected by such a disruption will not be debited recreation leave if the officer commences duty after the beginning of coretime. Time worked on such days will accumulate in the normal way.
 - (c) The officer may elect to take off the full day as flexileave where the disruption is reasonably likely to continue throughout the day.
 - (d) Flexileave taken during such disruptions shall be recorded as over and above the normal flexileave to which the officer is entitled under this agreement.
- (ii) The application of the foregoing provisions shall be at the discretion of the Manager or other responsible officer. In exercising this discretion, the Manager or other responsible officer shall have regard to all the relevant circumstances, including:-
- (a) the delayed officer's usual time of arrival at the officer's place of employment;
 - (b) where the disruption was foreseeable, the officer made reasonable attempts to arrive at the place of employment prior to the commencement of coretime;
 - (c) such information relating to the disruption as may be available from any relevant Public Transport Authority or any transport authority.

(K) TRAVELLING ON OFFICIAL BUSINESS

- (i) Any travel on official business during the standard hours on a working day shall be treated as time worked for the purposes of this agreement.

(L) TERMINATION OF SERVICE

- (i) Where an officer gives notice of resignation or retirement the officer shall, during the period of notice, take all reasonable steps to eliminate any accumulated credit or debit hours.
- (ii) The Department shall, as far as practicable, facilitate the elimination of accumulated credit or debit hours by such officers.
- (iii) Where an officer has an accumulation of debit hours at the completion of the last day of service, the accumulated recreation leave or moneys owing to that officer shall be adjusted accordingly.

- (iv) An officer may receive compensation for accumulated credit hours outstanding on the last day of service:
 - (a) where an officer's services terminate without notice for reasons other than misconduct;
 - (b) where an application for a period of flexileave which would have eliminated the accumulated credit hours was made pursuant to this agreement during the period of notice of retirement or resignation and was refused;
 - (c) in such other circumstances as the Presiding Officers may approve.

11. RECREATION LEAVE

Officers shall be eligible, after completion of each twelve 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 twelve (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:-
 - (a) 15 working days in the case of officers described in 13 (i)(a);
 - (b) 20 working days in the case of officers described in 13 (i)(b)
- (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 5 - PROCEDURES

12. GRIEVANCE 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/officers representative, 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/officers representative, 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/officers representative, 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.

PART 6 - GENERAL

13. 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.

14. 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.
 - (iii) a casual employee engaged in duty within the Food and Beverage Services Department is required to work on any day past 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 or to return to work by way of taxi.

15. CONSULTATIVE COMMITTEE

A joint consultative committee shall be established to monitor the implementation of this Agreement and make recommendations to The Presiding Officer/s on any changes to the Agreement that may be thought appropriate during its period of operation. Any variation/s approved by The Presiding Officer/s 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 management and a representative of the Public Service Association of NSW, the latter chosen at the Association's discretion. The committee should also include at least 3 staff representative of the classifications within the Food and Beverage Department. A representative of the Industrial Authority may be co-opted to assist the Committee as required.

16. UNIFORMS

- (a) Uniforms, as described in sub-clause (b) (i) to (ix) below, will be supplied and maintained by the Food and Beverage Services Department to officers identified by the classifications listed in sub-clause (b) (i) to (ix).
- (b)
- | | | |
|--------|-------------------------|---|
| (i) | Chef | jacket, trousers, safety shoes and aprons |
| (ii) | Kitchen Attendant | shirt, trousers/dress, safety shoes and aprons |
| (iii) | Dining Room Attendant | jacket, shirt/blouse, trousers/skirt |
| (iv) | Dining Room Supervisor | jacket, shirt/blouse, trousers/skirt |
| (v) | Parliamentary Steward/s | dinner suit or female equivalent |
| (vi) | Manager | morning suit (2 trousers) or female equivalent |
| (vii) | Assistant Manager | morning suit (2 trousers) or female equivalent |
| (viii) | Stores Officer | jacket, shirt/blouse, trousers/skirt and safety shoes |
| (ix) | Casual | jacket |
- (c) Uniforms will only be replaced upon certification by the Manager that they are no longer servicable.

PART 7 - DECLARATION

17. 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.

18. 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



Witness

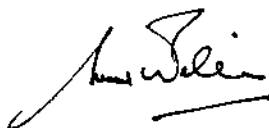
Printed Name and Occupation

KEVIN RICHARD ROZZOLI
SPEAKER, NEW SOUTH WALES
LEGISLATIVE ASSEMBLY

Printed Name and Occupation

RUSSELL DAVID GROVE
CLERK OF THE LEGISLATIVE
ASSEMBLY

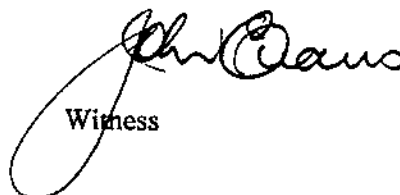
Signed for and on behalf of the President of the Legislative Council



Signature

MAX WILLIS, President of the Legislative Council

Printed Name and Occupation



Witness

JOHN EVANS, Clerk of the Parliament

Printed Name and Occupation

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



Signature

JANET GOOD, PRESIDENT.

Printed Name and Occupation

Witness



ALAN GIBSON
GENERAL SECRETARY

Printed Name and Occupation