

ENTERPRISE AGREEMENT

NO: E.A. 30 /1996

DATE REGISTERED: 25-1-96

PRICE: \$ 16-00

AGREEMENT TO VARY

**DEPARTMENT OF SPORT, RECREATION
AND RACING**

**PROGRAM STAFF
ENTERPRISE AGREEMENT NO. 88/95**

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DEPARTMENT OF SPORT, RECREATION AND RACING
PROGRAM STAFF
ENTERPRISE AGREEMENT NO. 88/95**

ARRANGEMENT

Clause No.	Subject Matter
1.	Parties to the Agreement
2.	Variation
3.	Duress

1. Parties to the Agreement

This agreement is made between the ^{Public Employment Office} ~~Public Employer Industrial Relations Authority~~, Department of Sport and Recreation, the Public Service Association of New South Wales and the Professional Officers' Association of New South Wales to vary the enterprise agreement no. EA 88 of 1995 in terms of clauses 3, 9 and 10. All other clauses remain unchanged.

2. Schedule of Variation

2.1 Insert the following definitions in Clause 3:

Temporary Employee	refers to an officer engaged in a classification covered by this agreement; (a) for a period of 35 hours or more in any 7 day consecutive calendar period; or (b) on a regular part-time basis, excluding those officers engaged on a permanent part-time basis. For the purposes of this definition: "regular part-time basis" shall refer to any number of hours less than 35 per week for a period of not less than four weeks at one Centre or Academy.
Casual Employee	refers to all employees not engaged on a permanent basis under the provisions of the Public Sector Management Act 1988 and or as a Temporary Employee in accordance with the definition of a Temporary Employee in this clause.

2.2 Delete subclause 9.1 and insert the following:

9.1 Salary rates applicable to officers under this agreement shall be payable as follows:

The rates of pay contained in clause 9.1, and 9.14 to this variation take effect on and from the date of registration. Employees covered by this variation to the agreement at the date of registration will be paid the rate of pay in accordance with that clause 9.1, and 9.14 on and from 1 July 1995 or date of employment whichever is the later.

POSITION	LEVEL	Commencement of Agreement	1 July, 1995
Liaison Officer & Assistant Program Director	1	25,500	26,270
	2	26,500	27,300
	3	28,000	28,840
	4	30,000	30,900
	5	31,000	31,930
	6	32,500	33,480
	7	34,000	35,020
	8	35,500	36,570
	9	37,000	38,110
	10	38,500	39,660
	11	40,000	41,200
	12	41,000	42,230
Program Director	1	44,000	45,320
	2	45,000	46,350
	3	47,000	48,410
Senior Program Director		49,000	50,470

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2.3 Insert the following subclauses into Clause 9:

9.13 Temporary and Casual Employees shall receive a salary commensurate with the individual's level of knowledge and experience as determined by the Program Director, General Manager or Manager Operations as appropriate.

9.14 Temporary employees shall be paid on a daily basis as follows:

POSITION	LEVEL	Commencement of Agreement \$ per day	1 July, 1995 \$ per day
Liaison Officer & Assistant Program Director	1	97.74	100.69
	2	101.57	104.64
	3	107.32	110.54
	4	114.99	118.44
	5	118.82	122.39
	6	124.57	128.33
	7	130.32	134.23
	8	136.07	140.17
	9	141.82	146.08
	10	147.57	152.02
	11	153.32	157.92
	12	157.53	161.87
Program Director	1	164.82	169.76
	2	172.48	177.66
	3	180.15	185.56
Senior Program Director		187.82	193.45

9.15 In addition to the above daily rates, temporary employees shall be entitled to an allowance of \$19.16 per day. This payment represents remuneration for duty as provided for under clause 6.4.2.

9.16 Provisions of Section 38 of the Public Sector Management Act, 1988 shall continue to apply to temporary employees engaged under this agreement.

9.17 Leave for temporary employees shall be administered under the provisions of the Public Service of New South Wales Personnel Handbook. In general these provisions shall be as follows:

Recreation Leave All temporary employees engaged for a continuous period of in excess of 3 months shall be entitled to accrue recreation leave.

All temporary employees engaged for periods of 3 months or less are not eligible to accrue recreation leave but are entitled on cessation of employment to be paid in lieu of recreation leave 6/46ths of the salary or wages earned during the period of employment.

The payment of 6/46ths of salary or wages earned during the period of employment in accordance with this clause shall be effective on and from 16 September, 1994.

Sick Leave

All temporary employees engaged for periods of in excess of 3 months shall be eligible for sick leave.

All temporary employees engaged for periods of 3 months or less are not eligible for sick leave.

- 9.18 Casual employees shall be paid on a daily basis. The daily rate paid to casual employees shall represent full remuneration for employment. With the exception of the provision of subclause 9.19 casual employees shall not be entitled to receipt of any other entitlements other than the daily rate provided for as follows:

POSITION	LEVEL	Commencement of Agreement \$ per day	1 July, 1995 \$ per day
Liaison Officer & Assistant Program Director	1	109.96	113.28
	2	114.27	117.72
	3	120.74	124.36
	4	129.36	133.24
	5	133.67	137.68
	6	140.14	144.37
	7	146.61	151.01
	8	153.08	157.69
	9	159.54	164.33
	10	166.01	171.01
	11	172.48	177.66
	12	176.79	182.10
Program Director	1	185.42	190.98
	2	194.04	199.86
	3	202.66	208.74
Senior Program Director		211.29	217.63

9.19 In addition to the above daily rates, casual employees who are required to undertake night duty beyond 7.30 pm, as defined in clause 6.4.2, shall be entitled to receive an additional \$43.48 for each night duty shift undertaken.

9.20 Should it be necessary to employ a Casual or Temporary employee for a period of less than one full day within the term of their engagement, these employees may be engaged for a half day and paid accordingly. For the purpose of this clause "half day" shall mean work undertaken between the following hours:

* 7.00 am and 1.00 pm; or

* 1.00 pm and 7.00 pm.

Payment for work undertaken on a "half day" basis shall attract a salary of 50% of the appropriate daily rate of pay as provided for at subclauses 9.14 or 9.18

Duty which exceeds the "half day" bandwidths shall attract the full daily rate of pay as provided for at subclause 9.14 or 9.18..

2.4 Insert the following subclauses into Clause 10:

10.1.6 Employees covered by the agreement shall be paid the rate of the Sport and Recreation Allowance provided for in this clause effective 16 September, 1994 or the date of employment, whichever is the latter.

10.2.3 In the absence from duty of the Senior Assistant, the Senior Assistant Allowance shall be payable as a higher duties allowance in accordance with the provisions of Part 2 Section 6 of the Personnel Handbook. Payment of a Senior Assistant Allowance by way of higher duties shall not be made as a consequence of normal day to day rostering arrangements (ie: payment shall not be applicable for rostered days off).

10.2.4 Employees entitled to receive the Senior Assistant Allowance shall be paid the rate of the allowance provided for in this clause effective 16 September, 1994 or the date of employment, whichever is the latter.

3. Duress


This variation of an enterprise agreement was not entered into by either party under duress from the other party or any other person or persons.

AGREEMENT TO VARY

DEPARTMENT OF SPORT, RECREATION AND RACING
PROGRAM STAFF ENTERPRISE AGREEMENT NO. 88/95

Signed for and on behalf of the) OFFICE
PUBLIC EMPLOYMENT (INDUSTRIAL)
RELATIONS AUTHORITY)

Date

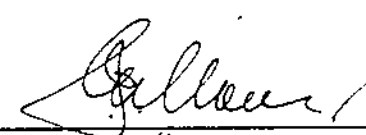

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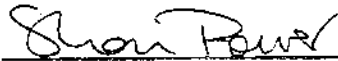


WITNESS

Signed for and on behalf of the)
DEPARTMENT OF SPORT AND RECREATION
by the Director General)

Date



16/10/1995



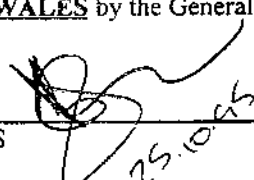
WITNESS

Signed for and behalf of the)
PUBLIC SERVICE ASSOCIATION OF NEW
SOUTH WALES by the General Secretary)

Date



25/10/95

WITNESS

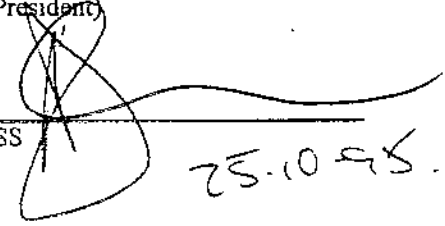

25.10.95

and the President)

Date


25/10/95

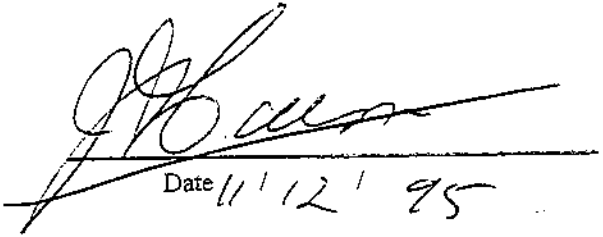
WITNESS

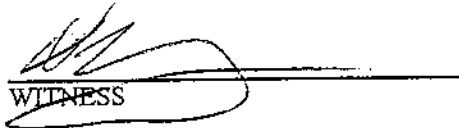

25.10.95.

AGREEMENT TO VARY

DEPARTMENT OF SPORT, RECREATION AND RACING
PROGRAM STAFF ENTERPRISE AGREEMENT NO. 88/95

Signed for and on behalf of the)
PROFESSIONAL OFFICERS' ASSOCIATION
OF NEW SOUTH WALES by the Secretary)


Date 11/12/95


WITNESS