

**REGISTER OF  
ENTERPRISE AGREEMENTS**

**ENTERPRISE AGREEMENT NO:** EA10/5

**TITLE:** Shop, Distributive & Allied Employees' Association, New South Wales - Clerical and Administrative Staff Agreement 2009

**I.R.C. NO:** IRC9/1977

**DATE APPROVED/COMMENCEMENT:** 23 December 2009 / 22 November 2009

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**COVERAGE/DESCRIPTION OF**

**EMPLOYEES:** The agreement applies to all employees employed by The Shop, Distributive and Allied Employees' Association New South Wales, located at Level 3, 8 Quay St. Sydney NSW 2000, who perform functions in a Clerical and Administrative capacity.

**PARTIES:** Shop Distributive & Allied Employees' Association, NSW -&- the New South Wales Local Government, Clerical, Administrative, Energy, Airlines & Utilities Union

**SHOP, DISTRIBUTIVE & ALLIED EMPLOYEES' ASSOCIATION,  
NEW SOUTH WALES – CLERICAL AND ADMINISTRATIVE STAFF  
AGREEMENT 2009**

**1. TITLE**

This Agreement shall be known as the Shop, Distributive and Allied Employees' Association, New South Wales Branch - Clerical and Administrative Staff Agreement 2009.

**2. ARRANGEMENT**

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### **3. PARTIES BOUND BY THE AGREEMENT**

3.1 This Agreement binds :

- The Shop, Distributive and Allied Employees' Association New South Wales (the Employer)
- The New South Wales Local Government, Clerical, Administrative, Energy, Airlines and Utilities Union (the Union) and
- All employees of the Shop, Distributive and Allied Employees' Association New South Wales (whether or not they are members of the Union) whose employment is subject to this Agreement

3.2 This Agreement applies to employees of the Employer who perform functions in a clerical and administrative capacity.

3.3 This Agreement will regulate all conditions of employment and operates to the exclusion of, replaces and supersedes all other Awards and industrial agreements.

### **4. DURATION OF AGREEMENT**

The Agreement will operate for the two-year period from 22 November 2009 to 21 November 2011.

### **5. DEFINITIONS**

'One Calendar Month' and 'month' shall mean 4 weeks.

'Day' shall mean the number of hours normally worked by the employee on a single shift.

### **6. RATES OF PAY**

Current rates of pay will be increased as follows: -

- (i) 3.0% from first pay period on or after 22 November 2009
- (ii) 3.3% from first pay period on or after 22 November 2010

All allowances herein have been adjusted by 3.0% for the first year of the Agreement and will be increased by a further 3.3% in the first pay period on or after 22 November 2010.

## **7. CLASSIFICATION & WAGES BANDS**

The classification of employees covered by this Agreement shall be in accordance with the classification matrix contained at Appendix B of this Agreement.

The wage bands that apply to the classifications matrix are contained at Appendix C of this Agreement.

## **8. PAYMENT OF WAGES**

- 8.1 Wages shall be paid fortnightly into any account with a BSBN.
- 8.2 Wages shall be deposited on Wednesday for the fortnight ending Friday week after the Wednesday, except for employees with less than 6 months paid service who will be paid up to and including the Wednesday of deposit of wages.
- 8.3 Reasonable costs associated with maintenance of an account for the deposit of wages will be reimbursed by the employer.

## **9. HIGHER DUTIES**

The following shall apply where an employee is asked to perform the role of an employee in a higher grade who is taking a period of leave for 5 days or more.

The employee performing work at the higher grade shall be paid an amount no less than the minimum applicable to the grade of the employee being replaced.

## **10. JUNIOR RATES**

The adult rate of pay applies to all employees aged 20 years and over. The following junior rates will apply to employees classified in Grades 1 – 3.

At 19 years of age	80% of the adult rate
At 18 years of age and under	70% of the adult rate

## **11. PROPORTION OF JUNIORS TO BE EMPLOYED**

The proportion of juniors to be employed shall not exceed one junior to one adult (21 years of age or over).

## **12. HOURS OF WORK**

- 12.1 The ordinary hours of working exclusive of meal breaks shall not exceed 35 per week and shall be worked between the hours of 8.00a.m. to 6.00p.m. Monday to Saturday. By mutual agreement and subject to operational requirements, an employee may commence their ordinary hours prior to 8.00am but no earlier than 7.30am.
- 12.2 Employees may be required to work on a Saturday as part of their normal roster. Where an employee (other than an employee who is rostered to work 2 or more Saturdays per month) is required to work their ordinary hours on a Saturday then the following Monday shall be taken as the day in lieu, or any other day in the week following by mutual agreement between the Administration Manager and the employee and subject to operational requirements.

## **13. CONTRACT OF EMPLOYMENT**

- 13.1 The Employer may engage employees on either a full-time, part-time or casual basis subject to the following conditions:

### **13.1.1 Full-time employees**

- (a) Shall be engaged on weekly hire on the basis of working 140 hours in any 4-week cycle.

### **13.1.2 Part-time employees**

- (a) Shall be engaged on weekly hire for an agreed number of hours, with a minimum of 40 hours and a maximum of 140 hours in any 4-week cycle and a minimum daily engagement of 4 hours.
- (b) Provided that a part-time employee may be offered on a voluntary basis additional hours in conjunction with, or in

addition to any rostered shift which if accepted, shall be paid at the stipulated casual rate. Provided that such additional hours shall be offered:

- (i) In accordance with the relevant roster principles to a maximum of 140 hours over any 4 week cycle; and
- (ii) On the basis of being paid the casual loading as prescribed in lieu of entitlements to Sick Leave, Annual Leave or other forms of leave other than Long Service Leave.

13.1.3 Casual employees

- (a) Shall be engaged on an hourly basis, with a minimum engagement of 4 hours on each occasion required.
- (b) In lieu of entitlements to Redundancy; Termination of Employment; Sick Leave; Annual Leave; Public Holidays; Bereavement Leave, Family Leave; Jury Service; Blood Donors Leave or other forms of leave (excluding Long Service Leave) a casual employee shall be paid a 20% loading on top of the ordinary hourly rate.

**14. PROBATIONARY PERIOD**

New full-time and part-time employees may be engaged on a probationary basis for a period not exceeding 3 months during which the employment may be terminated by either party with the giving of one day's notice.

**15. DRESS & PRESENTATION STANDARDS**

15.1 All employees shall be dressed in a neat, tidy and businesslike manner at all times. Any make up and or jewellery worn by employees shall also be in keeping with businesslike standards.

15.2 A standard of dress policy will operate in conjunction with 15.1 above.

## **16. FLEXI-TIME PROVISIONS**

- 16.1 Full-time employees, subject to this clause and the Flexi-time Policy and Procedures document, may accrue flexi-time
- 16.2 Flexi-time may be accrued by working before or after an employee's rostered commencing or ceasing time, within the ordinary hours defined in clause 12.
- 16.3 To accrue flexi-time in accordance with this clause the employee is required to notify their supervisor prior to working additional hours before or after an employee's rostered commencing or ceasing time.
- 16.4 A maximum of 7 hours flexi-time may be accrued and held by each full-time employee. No more flexi-time shall accrue unless some or all of the 7 hours is taken off by the full-time employee. At no time shall any full-time employee have more than 7 banked hours of flexi-time.
- 16.5 Flexi-time is to be recorded on a daily basis in accordance with the procedures set out in the Flexi-time Policy and Procedures document.
- 16.6 Flexi-time will not be permitted to be taken during peak periods.
- 16.7 Flexi-time may be taken in advance upon approval.
- 16.8 All flexi-time accrued is to be taken as either one full day of 7 hours or two half days, each of 3.5 hours at a nominated and approved time. Variations on this such as adding time onto lunch breaks will only be approved upon application to the relevant person on an individual basis taking into account operational requirements on the day the time is requested.
- 16.9 Except in the case of an emergency or exceptional circumstances, 7 days notice must be given to take off any accrued flexi-time.
- 16.10 Limits relating to the number of employees allowed to be off on flexi-time at any one time will be in accordance with the Flexi-time Policy and Procedures document and will take into account issues such as times of the year, numbers of employees on other forms of leave, the clerical section that the employee is assigned to and other operational needs.
- 16.11 Additional issues relating to the accrual, approval and taking of flexi-time shall be detailed in the Flexi-time Policy and Procedures document.



## **17. REST BREAKS**

- 17.1 An employee shall receive a paid rest break of 15-minutes duration if working 4 hours or more and will be entitled to a second paid rest break of 15-minutes duration if working 7 hours or more.
- 17.2 For an employee working a standard 7 hour day these two 15-minute tea breaks shall be taken at the following times:
- One Morning Tea break – between 10:00am and 10:30am
  - One Afternoon Tea break – Between 2:45pm and 3:15pm
- 17.3 For casuals or part-time employees working less than 7 hours their 15-minute tea break shall be taken at a time mutually agreed between the employer and employee.
- 17.4 No paid rest breaks shall be given or taken within 1 hour of the employee's commencing or ceasing time, nor within 1 hour before or after any meal break.

## **18. MEAL BREAK**

- 18.1 An employee who works more than 5 hours shall be entitled to an unpaid meal break of 60 minutes duration. By agreement between the employer and an employee, and taking into account the operational needs of the SDA, on occasions a lesser period may be taken. Under no circumstances shall the break be less than 30 minutes.
- 18.2 For an employee working a standard 7-hour day this one-hour break is to be taken between 12 noon and 2pm.
- 18.3 For casuals or part-time employees working less than 7 hours but more than 5 hours, their meal break shall be taken at a time mutually agreed between the employer and employee.

## **19. MEAL ALLOWANCE**

Employees required to continue work after 6.00 p.m. or on a Sunday or any public holiday, shall be paid \$12.05 (\$12.45 on and from 22 November 2010) meal allowance in addition to overtime pay. If overtime continues beyond four hours Monday to Saturday, Sunday and public holidays, a further meal allowance of \$12.05. (\$12.45 on and from 22 November 2010) shall be paid.

## 20. OVERTIME

- 20.1 A payment shall be made for all time worked at the employer's request as follows;
- 20.1.1 Payment shall be made at the rate of time and a half for the first two hours before the fixed starting time or after the fixed finishing time Monday to Saturday as prescribed in Clause 12 of this Agreement.
  - 20.1.2 Payment shall be made at the rate of double time for all time worked after the first two hours, also for all time worked on Sunday.
  - 20.1.3 Ordinary time and a half in addition to the weekly wage shall be paid for all time worked on a public holiday as prescribed in Clause 21 of this Agreement except Christmas Day and Good Friday.
  - 20.1.4 Triple time in addition to the weekly wage shall be paid for all time worked on Christmas Day and Good Friday.
- 20.2 By mutual agreement the rate of overtime may be time off in lieu of overtime provided that:
- 20.2.1 Time off shall be calculated at the penalty equivalent.
  - 20.2.2 The employee is entitled to a fresh choice of payment or time off on each occasion overtime is worked.
  - 20.2.3 Time off must be taken within one calendar month of the working of the overtime, or it shall be paid out.
- 20.3 When overtime work is necessary, it shall wherever reasonably practicable, be so arranged that employees have at least ten consecutive hours off duty between the work of successive days. An employee other than a casual employee who works so much overtime between the termination of his/her ordinary work on one day and the commencement of his/her ordinary work on the next day that he/she has not had at least ten consecutive hours off duty between those times shall, subject to this subclause, be released after completion of such overtime until he/she has had ten consecutive hours off duty, without loss of pay, for ordinary working time occurring during such absence. If on the instructions of the employer such an employee resumes or continues work without having had such ten consecutive hours off duty he/she shall be paid at double rates until he/she is released from duty for such period and he/she then

shall be entitled to be absent until he/she has had ten consecutive hours off duty without loss of ordinary working time occurring during such absence.

- 20.4 When an employee is required to work overtime, beyond 7.00 p.m. on any day, the employee shall be provided with transport at no cost to the employee, to their place of residence.

## **21. PUBLIC HOLIDAYS**

- 21.1 New Year's Day, Australia Day, Good Friday, Easter Saturday, Easter Monday, Anzac Day, Queen's Birthday, Labour Day, Christmas Day, Boxing Day and any other day gazetted as a public holiday for the State shall be holidays for the purpose of this Agreement.

- 21.2 In addition to the holidays in subclause 21.1 hereof, employees who have completed their probationary period in accordance with Clause 14 shall receive each calendar year an additional holiday to be regarded as a Picnic Day. This additional day is to be taken on one of the following days:

- (a) Easter Thursday or
- (b) Easter Tuesday or
- (c) the day before or the day after the Anzac Day public holiday.

The picnic day taken by individual employees will be determined by a roster which ensures adequate staffing levels on each of the three options referred to above.

This additional day does not accrue from year to year.

## **22. ANNUAL LEAVE**

- 22.1 All weekly employees shall be entitled to annual leave on full pay for a period equal to four working weeks (140 hours for full-time employees and pro-rata for part-time employees) exclusive of public holidays where any such employee has been in the continuous service of the employer during the preceding twelve months.

- 22.2 In addition the employer will grant time off between Boxing Day and New Year's Day (or days off in lieu for any time worked during this period) on the following basis:

- during an employee's probationary period = 0 days;
- after 6 months service = 1½ days; and
- after 12 months service = all 3 days.

- 22.3 An employee who is seriously ill or injured for 5 days or more during Annual Leave shall have Annual Leave re-credited for the period of illness / injury upon the employee producing a certificate from a registered health practitioner confirming the period and nature of the illness. Provided that the illness was so serious as to mean that the employee was unable to enjoy their Leave.
- 22.3.1 A serious illness shall include, but is not limited to, a period of hospitalisation, a broken limb, being bed-ridden or other serious illness that is confirmed by medical evidence.
- 22.3.2 The SDA is entitled to deduct the value of Annual Leave loading paid for any period of Leave which is re-credited, in accordance with this clause, from the employee's weekly earnings.
- 22.3.3 The period of illness shall be taken as Sick Leave and paid as ordinary time.
- 22.4 All other provisions shall relate to the relevant Legislation in New South Wales or the Australian Capital Territory.

### **23. ANNUAL LEAVE LOADING**

- 23.1 In this clause the Annual Holidays Act 1944, as amended, is referred to as "the Act" (NSW Legislation).
- 23.2 Before an employee is given and takes his/her annual holiday, or where by agreement between the employer and employee the annual holiday is given and taken in more than one separate period, then before each of such separate periods, the employer shall pay his/her employee a loading determined in accordance with this clause.

NOTE: The obligation to pay in advance does not apply where an employee takes an annual holiday wholly or partly in advance - see subclause 23.6.

- 23.3 The loading is payable in addition to the pay for the period of holiday given and taken and due to the employee under the Act and this Agreement.
- 23.4 The loading is to be calculated in relation to any period of annual holiday to which the employee becomes entitled under the Act and this Agreement

or, where such a holiday is given and taken in separate periods, then in relation to each such separate period.

NOTE: See subclause 23.6 as to holidays taken wholly or partly in advance.

- 23.5 The loading is the amount payable for the period or the separate period, as the case may be, stated in subclause 23.4 at the rate per week of 17.5 per cent of the appropriate ordinary weekly time rate of pay prescribed by this Agreement for the classification in which the employee was employed immediately before commencing his/her annual holiday but shall not include any other allowances, penalty rates, shift allowances, overtime or any other payments prescribed by this Agreement.
- 23.6 No loading is payable to an employee who takes an annual holiday wholly or partly in advance; provided that if the employment of such an employee continues until the day when he/she would have become entitled under the Act to an annual holiday, the loading then becomes payable in respect of the period of such holiday and is to be calculated in accordance with subclause 23.5 of this clause applying the agreed rates of pay payable on that day. This subclause applies where an annual holiday has been taken wholly or partly in advance.
- 23.7 Where, in accordance with the Act the employees establishment or part of it is temporarily closed-down for the purpose of giving an annual holiday or leave without pay to the employees concerned –
- 23.7.1 An employee who is entitled under the Act to an annual holiday and who is given and takes such a holiday shall be paid the loading calculated in accordance with subclause 23.5;
- 23.7.2 An employee who is not entitled under the Act to an annual holiday and who is given and takes leave without pay shall be paid in addition to the amount payable to him/her under the Act such proportion of the loading that would have been payable to him/her under this clause if he/she had become entitled to an annual holiday prior to the close-down as his/her qualifying period of employment in completed weeks bears to 52.
- 23.8 When the employment of an employee is terminated by his/her employer, for a cause other than misconduct and at the time of the termination the employee has not taken the whole of an annual holiday to which he/she became entitled, he/she shall be paid a loading calculated in accordance with subclause 23.5 for the period not taken.

The Annual Leave Loading is payable on fully accrued annual leave but not on leave accumulated in the employee's current anniversary year.

Except as provided for in this subclause no loading is payable on the termination of an employee's employment.

- 23.9 This clause extends to an employee who is given and takes an annual holiday and who would have worked as a shift worker if he/she had not been on holiday; provided that if the amount to which the employee would have been entitled by way of shift work allowances and weekend penalty rates for the ordinary time not including time on a public or special holiday) which the employee would have worked during the period of the holiday exceeds the loading calculated in accordance with the clause, then that amount shall be paid to the employee in lieu of the loading.

## **24. BEREAVEMENT / COMPASSIONATE LEAVE**

- 24.1 A full and part time employee will be entitled to a maximum of:

- 24.1.1 Five (5) days' paid leave on each occasion the employee is absent from work due to the death of the employee's spouse, child (including foster child and stepchild), father or mother.

For the purpose of this clause "spouse" shall include de facto spouse or a spouse from whom the employee is separated.

- 24.1.2 Three (3) days, leave without loss of pay on each occasion the employee is absent from work due to the death of the employee's guardian, brother, sister, aunt, uncle, step-child, step parents, parents in law, grandparents, grandparents in law, grandchildren, or foster parents.

- 24.2 There shall be no entitlement to Bereavement / Compassionate Leave if this period of leave coincides with any other period of entitlement to leave.

- 24.3 This clause shall apply where the death of a relative, detailed above, occurs both within and outside Australia.

- 24.4 Proof of such death may be required by the employer to grant payment for such leave.

- 24.5 Unpaid Bereavement Leave entitlements for casual employees

- 24.5.1 Subject to the evidentiary and notice requirements in paragraphs 26.2.2 and 26.2.3 of Clause 26 Family Leave casual employees are entitled to not be available to attend work, or to leave work upon the death in Australia of a person prescribed in paragraph 26.1.1 of Clause 26 Family Leave.
  - 24.5.2 The employer and the employee shall agree on the period for which the employee will be entitled to not be available to attend work. In the absence of agreement, the employee is entitled to not be available to attend work for up to 48 hours (i.e. two days) per occasion. The casual employee is not entitled to any payment for the period of non-attendance.
  - 24.5.3 An employer must not fail to re-engage a casual employee because the employee accessed the entitlements provided for in this clause. The rights of an employer to engage or not engage a casual employee are otherwise not affected.
- 24.6 A permanent employee is entitled to take two days of paid compassionate leave for each permissible occasion when a member of his or her immediate family or household contracts or develops a personal illness that poses a serious threat to his / her life or sustains a personal injury that poses a serious threat to his / her life.

## **25. BLOOD DONOR LEAVE**

- 25.1 An employee who is absent during ordinary working hours for the purpose of donating blood shall not suffer any deduction of pay up to a maximum of two hours on each occasion and subject to a maximum of four separate absences for the purpose of donating blood each calendar year.
- 25.2 Provided further that such employee shall arrange for his/her absence to be on a day suitable to the employer and be as close as possible to the beginning or ending of the ordinary working hours.
- 25.3 Proof of the attendance of the employee at a recognised place for the purpose of donating blood, and the duration of such attendance, shall first be furnished to the satisfaction of the employer.
- 25.4 Further, the employee shall notify the employer as soon as possible of the time of donating blood.

## **26. FAMILY / CARERS LEAVE**

26.1 For the purpose of this clause:

26.1.1 Family means the employee's husband, wife, father, mother, guardian, brother, sister, aunt, uncle child, stepchild, grandchild, grandparents or parents-in-law. For the purposes of this clause the words "wife" and "husband" shall include de-facto wife or husband and the words "father" and "mother" shall include foster father or mother and stepfather or mother.

26.1.2 "Pressing domestic necessity" includes, but is not limited to, the absence of a child's carer or unforeseen closure of a child's school.

26.1.3 For full-time employees 'day' shall mean 7 hours. In respect of part-time employees 'day' shall mean the average number of hours rostered per day by the employee.

26.2 A part-time or full-time employee shall be entitled in their anniversary year to be paid family leave in respect of any unforeseen absence on account of illness, or injury to a member of their family or a pressing domestic necessity subject to the following conditions and limitations:

26.2.1 The period of paid family leave provided to a full-time employee shall not exceed in any year of service three days. Part-time employees are entitled to paid Family Leave on a pro-rata basis.

26.2.2 An employee shall not be entitled to paid family leave unless he or she notifies their supervisor prior to their usual commencement time on the first day of family leave, of the nature of the family leave and of the estimated duration of the absence; provided that paid family leave shall be available if the employee took all reasonable steps to notify their supervisor or was unable to take such steps.

26.2.3 Other than in respect of the first one day's absence in respect of family leave in any year an employee shall, upon request, provide a medical certificate addressed to the employer, or if the employer requires, a statutory declaration setting out the reason for family leave. Notwithstanding the foregoing the employer may require other evidence for the family leave.



26.3 First Three Months of Employment

No payment for any Family / Carers Leave shall be given during the first 3 months of employment. Payment for any Family / Carers Leave during the first 3 months of employment shall be made immediately after that time provided that the service of the employee with the employer continues.

26.4 Where a full-time or part-time employee has exhausted their paid family leave in accordance with subclause 26.2 above, the employee shall be entitled to access family leave as follows:

26.4.1 Use of Sick Leave

(a) An employee, other than a casual employee, with responsibilities in relation to a class of person set out in paragraph 26.1.1, who needs the employee's care and support, shall be entitled to use, in accordance with this subclause, any current or accrued sick leave entitlement, provided for at Clause 28, Sick Leave for absences to provide care and support for such persons when they are ill, or who require care due to an unexpected emergency. Such leave may be taken for part of a single day.

(b) The employee shall, if required,

(i) establish either by production of a medical certificate or statutory declaration, the illness of the person concerned and that the illness is such as to require care by another person, or

(ii) establish by production of documentation acceptable to the employer or a statutory declaration, the nature of the emergency and that such emergency resulted in the person concerned requiring care by the employee.

In normal circumstances, an employee must not take family leave under this subclause where another person had taken leave to care for the same person.

(c) The entitlement to use sick leave in accordance with this subclause is subject to:

(i) the employee being responsible for the care of the person concerned; and

- (ii) the person concerned being a member of the family as described in paragraph 26.1.1.
- (d) An employee shall, wherever practicable, give the employer notice prior to the absence of the intention to take leave, the name of the person requiring care and that person's relationship to the employee, the reasons for taking such leave and the estimated length of absence. If it is not practicable for the employee to give prior notice of absence, the employee shall notify the employer by telephone of such absence at the first opportunity on the day of absence.

Notation:

In the unlikely event that more than 10 days sick leave in any year is to be used for caring purposes, the employer and employee shall discuss appropriate arrangements which, as far as practicable, take account of the employer's and employee's requirements.

Where the parties are unable to reach agreement the disputes procedure at Clause 38 Dispute Settlement Procedures should be followed.

#### 26.4.2 Unpaid Leave for Family Purpose

- (a) An employee may elect, with the consent of the employer, to take unpaid leave for the purpose of providing care and support to a class of person set out in paragraph 26.1.1 above who is ill or who requires care due to an unexpected emergency.

#### 26.4.3 Annual Leave

- (a) An employee may elect, with the consent of the employer to take annual leave not exceeding ten days in single-day periods, or part thereof, in their anniversary year at a time or times agreed by the parties.
- (b) Access to annual leave, as prescribed in paragraph (a) of this subclause, shall be exclusive of any shutdown period provided for elsewhere under this agreement.
- (c) An employee and employer may agree to defer payment of the annual leave loading in respect of single day absences, until at least five consecutive annual leave days are taken.

- (d) An employee may elect with the employer's agreement to take annual leave at any time within a period of 24 months from the date at which it falls due.

#### 26.4.4 Time Off in Lieu of Payment for Overtime

- (a) For the purpose only of providing care and support for a person in accordance with subclause 26.4.1 of this clause, and despite the provisions of subclause 20.2 of clause 20 Overtime, the following provisions shall apply.
- (b) An employee may elect, with the consent of the employer, to take time off in lieu of payment for overtime at a time or times agreed with the employer within 12 months of the said election.
- (c) Overtime taken as time off during ordinary time hours shall be taken at the ordinary time rate, that is an hour for each hour worked.
- (d) If, having elected to take time as leave in accordance with paragraph (a) of this subclause, the leave is not taken for whatever reason payment for time accrued at overtime rates shall be made at the expiry of the 12 month period or on termination.
- (e) Where no election is made in accordance with the said paragraph (a), the employee shall be paid overtime rates in accordance with the agreement.

#### 26.4.5 Make-up Time

- (a) An employee may elect, with the consent of the employer, to work 'make-up time', under which the employee takes time off ordinary hours, and works those hours at a later time, during the spread of ordinary hours provided in the award, at the ordinary rate of pay.
- (b) An employee on shift work may elect, with the consent of the employer, to work 'make-up time' (under which the employee takes time off ordinary hours and works those hours at a later time), at the shift work rate which would have been applicable to the hours taken off.

### 26.5 Unpaid Family Leave entitlement for casual employees

- 26.5.1 Subject to the evidentiary and notice requirements in paragraphs 26.2.2 and 26.2.3 above casual employees are entitled to not be available to attend work, or to leave work if they need to care for a person prescribed in paragraph 26.1.1 of this clause who is sick and

requires care and support, or who requires care due to an unexpected emergency, or the birth of a child.

26.5.2 The employer and the employee shall agree on the period for which the employee will be entitled to not be available to attend work. In the absence of agreement, the employee is entitled to not be available to attend work for up to 48 hours (i.e. two days) per occasion. The casual employee is not entitled to any payment for the period of non-attendance.

26.5.3 An employer must not fail to re-engage a casual employee because the employee accessed the entitlements provided for in this clause. The rights of an employer to engage or not to engage a casual employee are otherwise not affected.

## **27. PARENTAL LEAVE**

Subject to the terms of Appendix A – Parental Leave employees are entitled to maternity, paternity and adoption leave and to work part-time in connection with the birth or adoption of a child.

## **28. SICK LEAVE**

### **28.1 Sick Leave Entitlement**

Full-time employees shall be entitled to 70 hours of Sick Leave in each year of service on full pay. Part-time employees shall be entitled to Sick Leave on full pay on a pro-rata basis.

An employee shall not be entitled to a paid leave of absence for any period in respect of which the employee is entitled to workers' compensation.

Sick Leave shall be deducted from an employee's accrued entitlement by the amount taken.

Any unused Sick Leave shall be fully cumulative during continuous employment.

### **28.2 First Three Months of Employment**

No payment for any Sick Leave shall be given during the first 3 months of employment. Payment for any Sick Leave during the first 3 months of employment shall be made immediately after that time provided that the service of the employee with the employer continues.

### 28.3 The granting of Sick Leave

28.3.1 The granting of Sick Leave shall be subject to the following conditions and limitations:

- (a) The employee shall, as far as practicable, inform the employer of the inability to attend for duty, prior to the rostered commencing time and state the nature of the illness and the estimated duration of the absence.
- (b) The employer shall be informed with as much notice as possible, of the inability to attend for duty, prior to the start of the rostered commencing time.

28.3.2 To be entitled to payment, the employee may be required to provide the employer with such evidence as is reasonably required by the employer when absent for:-

- (a) More than 3 single absences; and
- (b) More than 2 consecutive days.

28.3.3 Evidence must be provided where Sick Leave is taken the working day immediately prior to or after a public holiday for the public holiday (or holidays) to be paid.

28.3.4 The employer may also require satisfactory proof of illness for any absence on Sick Leave, which is continuous with other forms of leave.

28.3.5 Evidence may include a medical certificate or a statutory declaration.

## 29. LONG SERVICE LEAVE

All employees employed under this Agreement shall be entitled to receive Long Service Leave in accordance with the relevant State Legislation except that for service after 1 July 1991 Long Service Leave will be based on 13 weeks after 10 years' service.

### **30. TRADE UNION TRAINING LEAVE**

- 30.1.1 Subject to the following conditions, elected Union delegate(s) or appointed Union representative(s) shall be granted leave with pay to attend courses conducted or approved by the Union, which are designed to promote good employee relations:
- 30.1.2 no more than 5 paid days shall be granted in any calendar year, and
- 30.1.3 untaken paid leave shall not accrue from year to year.
- 30.2 Applications to attend courses shall be in writing and shall include details of the type and content of the course to be attended and the dates upon which the course is to be conducted. Applications should be made no less than 28 days before the intended course, or such lesser time as may be agreed between the employer, the Union and the employee concerned.
  - 30.2.1 Once received, applications shall be granted by the employer on the dates notified by the Union, subject to the employer's ability to maintain normal site operating requirements.
  - 30.2.2 Only employees who have completed at least 6 months continuous service with the SDA shall be eligible for leave pursuant to this clause.
- 30.3 No more than 1 employee can attend a course at the same time, unless the employer agrees otherwise.
- 30.4 Leave granted under this clause shall count as service for all purposes of the Agreement.
- 30.5 Any employee on paid leave in accordance with this clause shall receive payment in accordance with the roster that they would have worked for the period of absence.
- 30.6 The employer shall not be required to pay any other costs associated with leave pursuant to this clause.
- 30.7 On completion of the course the employee shall, in order to be paid, provide proof satisfactory to the employer of their attendance at the course, and upon request inform the employer of the nature of the course and their observations.

## **31. OTHER LEAVE**

### **31.1 First Three Months of Employment**

No payment for any Other Leave set out in this Clause shall be given during the first 3 months of employment. Payment for any Other Leave during the first 3 months of employment shall be made immediately after that time provided that the service of the employee with the employer continues.

### **31.2 Jury Service**

An employee shall be allowed leave of absence during any period when required to attend jury service.

During such leave of absence, an employee shall be paid the difference between the jury service fees received and the employee's agreement rate of pay as if working.

An employee shall be required to produce to the employer, proof of jury service fees received and proof of requirement to attend and attendance on jury service and shall give the employer notice of such requirement as soon as practicable after receiving notification to attend for jury service.

### **31.3 Emergency Services Leave**

An employee, other than a casual, involved in recognised voluntary services including SES and fire fighting shall be entitled to paid time off to attend to emergency situations which may affect the community as a whole.

It shall be the responsibility of the employee to keep the employer informed about the time off needed to attend to emergency duties.

To receive payment, an employee shall provide the employer with proof of attendance to the emergency situation.

Paid time off for attendance at emergencies in the local area shall not be unreasonably restricted nor accessed, and shall be limited to a maximum of 3 days per situation.

Paid time off for attendance to emergencies that are not local shall be limited to a maximum of two days per annum, but may be increased, and depending on the nature of the emergency (e.g. bush fires) subject to the employer's approval.

#### **31.4 Defence Force Service Leave**

An employee, other than a casual shall be allowed leave of up to a maximum of 2 weeks per calendar year to attend Defence Forces Reserve approved training camps.

During such leave, employees who are required to attend full-time training shall be paid an amount equal to the difference between the payment received in respect of their attendance at camp and the amount of ordinary time earnings they would have received for working ordinary time during that period.

To receive payment an employee shall provide the employer with proof of attendance and proof of Defence Forces Reserve rate of pay and total payment received for the time spent in training.

Employees seeking to take Defence Force Services Leave must provide notice to the employer within a reasonable amount of time prior to the period of training. The notice should detail the start and finish dates for training.

#### **31.5 Natural Disaster Leave**

In the event of a natural disaster (including but not limited to cyclones, flooding and bushfires) which poses a genuine threat to an employees property or creates a need for an employee to care for their children, employees shall be allowed to leave work. Time away from work is unpaid.

### **32. WORKERS' COMPENSATION**

Refer to the relevant Workers Compensation Legislation.

### **33. FIRST AID ALLOWANCE**

An employee who has been trained to render first aid and who is the current holder of a current first-aid qualification such as a certificate from St. Johns Ambulance or similar body, shall be paid a weekly allowance of \$9.90 (\$10.25 on and from 22 November 2010) if appointed by the employer to perform first-aid duty.



#### **34. SUPERANNUATION**

Superannuation shall be paid in accordance with the relevant Trust Deeds of the SDA NSW ACUMEN Superannuation Plan (Product RES0104AU) or the AMP CustomSuper (Shop Distributive and Allied Employees) Superannuation Plan no. 969485.

#### **35. ANTI-DISCRIMINATION**

35.1 It is the intention of the parties to this Agreement to achieve the principal object in section 3(f) of the *Industrial Relations Act 1996* ("The Act") to prevent and eliminate discrimination in the workplace:

35.2 Accordingly, in fulfilling their obligations under the Dispute Settlement Procedures in Clause 38 of this Agreement, the parties will make every reasonable endeavour to ensure that the Agreement provisions and operation are neither directly nor indirectly discriminatory in their effects.

35.3 Nothing in this clause is to be taken to affect:

- (a) Any different treatment (or treatment having different effects) which is specifically exempted under State anti-discrimination legislation;
- (b) Subject to any amendment to the Act, the payment of different wages for team members who have not reached a particular age;
- (c) A team member, Company or registered organisation, pursuing matters of discrimination in any state or federal jurisdiction, including by application to the Australian Human Rights Commission.

#### **36. EQUAL EMPLOYMENT OPPORTUNITY, WORKPLACE HARASSMENT**

36.1 The employer is committed to providing equal employment opportunity for each employee.

36.2 The employer is also committed to providing an environment in which employees can work without distress or interference caused by harassment.

## **37. COUNSELLING PROCEDURE**

37.1 Counselling is the process where the employer speaks to the employee in respect of unsatisfactory work performance, attitude or actions. The purpose of the counselling is to improve the employee's performance and to advise the employee of action which may be taken if there is no improvement.

37.2 When an employee is to be counselled the following steps are to be followed:

Step 1: The matter shall be discussed between the employee and the Administration Manager. The employee has the right to request the presence of the Union Delegate or a member of the clerical staff chosen by the employee. If the matter remains unresolved;

Step 2: The matter shall be discussed between the employee, the Administration Manager and the Union Secretary (or his / her nominee) in an endeavour to resolve the matter. The Employer shall inform the employee that he / she is entitled to have a witness present.

Step 3: If the employee is dissatisfied with any decision, he/she may request that the Delegate take the matter to an official of the United Services Union.

If the matter remains unresolved following Step 3, then the matter may be referred by either party to the Industrial Relations Commission of New South Wales to exercise its powers and functions under the Act.

## **38. DISPUTE SETTLEMENT PROCEDURES**

The procedure for the resolution of grievances and industrial disputation concerning matters arising under this agreement shall be in accordance with the following procedural steps:

### **38.1 Context**

The Parties agree to facilitate the resolution of issues of concern at the workplace to ensure harmonious employee relations and continuous service provision.

The Parties agree that issues of concern should be managed and resolved at the lowest appropriate level and will ensure during this process that continuity of service is not threatened or withdrawn.

## **38.2 Procedures relating to grievances or disputes**

- 38.2.1 An employee who is experiencing a work related problem and so desires, should, in the first instance, refer the grievance or issue to the relevant line manager within fourteen (14) days so as to ensure and avoid aggregation of issues.
- 38.2.2 A period of five (5) days (excluding weekends and public holidays) is to be considered a 'reasonable time limit' for matters which require discussion at the supervisory or line management level, and a response is generally required within this time.
- 38.2.3 If the dispute or grievance is not resolved at the line level, it may be referred to the relevant manager or Operations manager with the appropriate Union representative and Employee Relations Consultant for discussion.
- 38.2.4 Should the dispute or grievance remain unresolved, the matter may be referred in writing or to conference and discussion with the relevant business manager, General Secretary (or nominee) of the Union and a Senior Employee Relations representative.
- 38.2.5 Following this notification, a minimum period of five (5) days or as amended by the parties in the circumstances (excluding weekends and public holidays) is to be observed to enable the parties to attempt to resolve the grievance or dispute. This may include the use of mediation.
- 38.2.6 Subject to the above steps being complied with the Parties may seek the assistance of a member of the appropriate industrial tribunal for the purpose of endeavouring to conciliate or arbitrate on the matter, at no stage earlier than step 38.2.6 in accordance with this clause.
- 38.2.7 During the progress of all steps indicated above, except where there is a bona fide safety issue involved, work shall continue as normal and there will be no threatened or actual industrial action, ban or limitation by individual employees or the Union that prejudices service delivery.
- 38.2.8 Employees may be represented by their Union or a workplace representative following compliance with steps 38.2.1 and 38.2.2 above taking into account the provisions of Clause 37 of this Agreement.

**39. CONSULTATIVE COMMITTEE**

- 39.1 A Consultative Committee of two employees and two employer representatives shall be established to monitor the implementation of the new Agreement.
- 39.2 The Consultative Committee shall meet from time to time to monitor the implementation of the new Agreement.

**40. TERMINATION OF ENGAGEMENT**

- 40.1 Should the employer wish to terminate a weekly employee, the following period of notice shall be provided:

<u>Period of Continuous Service</u>	<u>Period of Notice</u>
Less than 1 year	1 week
1 year or more but less than 3 years	2 weeks
3 years or more but less than 5 years	3 weeks
5 years and over	4 weeks

- 40.2 Employees 45 years of age and over with two or more years of continuous service at the time of termination, shall receive an additional week's notice.
- 40.3 Where the relevant period of notice is not provided, the employee shall be entitled to payment in lieu, provided that employment may be terminated by part of the period of notice and part payment in lieu.
- 40.4 Payment in lieu of notice shall be calculated using employee's ordinary time earnings.
- 40.5 The period of notice in 40.1 shall not apply for conduct that justifies instant dismissal.
- 40.6 The notice of termination required to be given by an employee shall be the same as that required by the employer except that employees 45 years of age and over shall not be required to provide an additional week's notice.
- 40.7 If an employee fails to give notice or to work out the full period of notice, the employer shall have the right to withhold monies due to the employee under the Agreement to a maximum amount equal to the ordinary time earnings for the period of notice required. At the employee's request and the employer's discretion part or all of the period of notice required by an employee may be waived by the employer and the employee paid to the date of termination only.

## 41. REDUNDANCY

The provisions of the Retail Industry (State) Redundancy Award shall apply to employees covered by this Agreement.

The scale contained in that Award is as follows:

- 41.1 If an employee is under 45 years of age, the employer shall pay in accordance with the following scale:

<u>Years of Service</u>	<u>Under 45 years of Age Entitlement</u>
Less than 1 year	Nil
1 year and less than 2 years	4 weeks
2 years and less than 3 years	7 weeks
3 years and less than 4 years	10 weeks
4 years and less than 5 years	12 weeks
5 years and less than 6 years	14 weeks
6 years and over	16 weeks

- 41.2 Where an employee is 45 years old or over, the entitlement shall be in accordance with the following scale:

<u>Years of Service</u>	<u>45 years of Age and Over Entitlement</u>
Less than 1 year	Nil
1 year and less than 2 years	5 weeks
2 years and less than 3 years	8.75 weeks
3 years and less than 4 years	12.5 weeks
4 years and less than 5 years	15 weeks
5 years and less than 6 years	17.5 weeks
6 years and over	20 weeks

## 42. AMENITIES

Utensils and ingredients (at least tea, milk and sugar) shall be provided for employees by employer for luncheon, morning and afternoon tea.

## 43. UNION DELEGATES

- 43.1 An employee elected or appointed as the Union Delegate(s) shall, upon notification to the employer be recognised as the accredited representative of the Union.

- 43.2 A Union Delegate(s) shall have the right to discuss work related matters of concern of any employee or to convey information relating to the workplace to employees provided that the Union Delegate(s) does not unduly interfere with the work in progress.
- 43.3 A Union Delegate(s) shall be allowed a reasonable period of time during working hours to interview an authorised official of the Union provided that it does not unnecessarily interrupt the operations of the site.
- 43.4 The period of time is expected to be no greater than half an hour. The time spent in discussion between the Union Delegate(s) and the authorised official shall be devoted to legitimate Union business.
- 43.5 The Union Delegate(s) shall have access to a telephone to contact the Union officer to progress enquiries on behalf of a member on work related matters. The Union Delegate(s) shall be provided with a suitable cupboard and facilities to enable the Union Delegate(s) to keep records, Union circulars and documentation to efficiently carry out Union responsibilities.
- 43.6 The Union Delegate(s) shall have the right to place notices on the section of the notice board designated for their use within the site. Provided that such notices are authorised by the Union and deal with legitimate Union matters.
- 43.7 The employer shall introduce to the Union Delegate(s), all new employees at the point of induction. At this time the Union Delegates may show the Union video to new employees.
- 43.8 If a Union Delegate is not rostered on during the induction of a new employee, the employer shall introduce the new employee to the Union Delegate the next time the Union Delegate works.
- 43.9 The parties to this Agreement recognise that Delegates play an important role in the renegotiation of the Agreement and as such Delegates will be released on paid time to attend renegotiation meetings between the parties.

#### **44. UNION MEETINGS**

The Employer shall provide the Union with four paid meeting of 30 minutes duration per employee during the life of the Agreement on the following basis ;

- (a) dates, times and format of meetings are to be mutually agreed between the Employer and the Union ;

- (b) normal operations are to be maintained at all times ;
- (c) meetings are non cumulative ; and
- (d) meetings may be linked to lunch or tea breaks.

#### **45. STAFF MEETINGS**

When staff meetings are scheduled by the Employer the relevant morning or afternoon tea break is to be absorbed into that meeting time.

Employees are entitled to bring their tea or coffee to such meetings.

#### **46. NO EXTRA CLAIMS**

During the term of this Agreement, The USU and the employees covered by this Agreement, undertake not to pursue any extra claims, award or over award against the Employer including ;

- (a) increases in wages or allowances other than those provided for in Clause 6 of this Agreement.
- (b) improvements in any terms or conditions of employment other than changes that are consistent with the terms of this Agreement.
- (c) change in any other condition of employment except where :  
  
the change is by way of formal variation by the NSW Industrial Relations Commission
- (d) taking any industrial action, bans or limitations whatsoever which prejudices continuity of service delivery in support of extra claims, for the duration of this Agreement.


**47. RENEGOTIATION OF AGREEMENT**

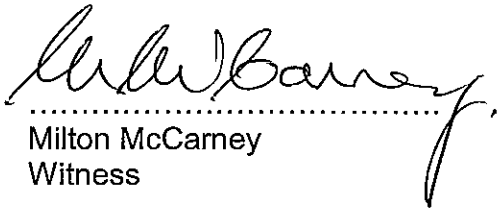
The parties shall commence renegotiating the Agreement no later than six months prior to its expiry.

For and on behalf of Shop,  
Distributive and Allied  
Employees' Association,  
New South Wales .

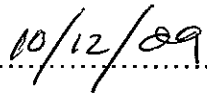
For and on behalf of the  
United Services Union,  
NSW Local Government,  
Clerical, Administrative, Energy,  
Airlines & Utilities Union

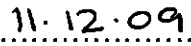
  
.....  
Gerard Dwyer  
Branch Secretary – Treasurer

  
.....  
Ben Kruse  
General Secretary

  
.....  
Milton McCamey  
Witness

  
.....  
~~Edward Tamplin~~ Kellië Gale  
Witness

  
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Date

  
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Date



## **APPENDIX A – PARENTAL LEAVE**

### **1. Maternity Leave**

#### **(1) Nature of leave**

Maternity leave is a combination of unpaid leave and paid leave as prescribed by the SDA NSW Branch Paid Maternity / Paternity Leave Policy.

#### **(2) Definitions**

For the purposes of this subclause:

- (a) "Employee" includes a part-time employee or regular casual employee but does not include other casuals or seasonal employees.
- (b) "Regular casual employee" means a casual employee who works for the employer on a regular and systematic basis and who has a reasonable expectation of ongoing employment on that basis.
- (c) "Paternity leave" means leave of the type provided for in subclause 2 of this Appendix whether prescribed in an award or otherwise.
- (d) "Child" means a child of the employee under the age of one year.
- (e) "Spouse" includes a de facto or a former spouse.
- (f) "Continuous service" means service under an unbroken contract of employment and includes:
  - (i) any period of leave taken in accordance with this clause,
  - (ii) any period of part-time employment worked in accordance with this clause, or
  - (iii) any period of leave or absence authorised by the employer or by the agreement.

#### **(3) Eligibility for maternity leave**

An employee who becomes pregnant, upon production to her employer of the certificate required by paragraph (4) hereof, shall be entitled to a period of up to 52 weeks maternity leave provided that such leave shall not extend beyond the child's first birthday. This entitlement shall be reduced

by any period of paternity leave taken by the employee's spouse in relation to the same child and apart from paternity leave of up to one week at the time of confinement shall not be taken concurrently with paternity leave.

Subject to paragraphs (6) and (9) hereof the period of maternity leave shall be unbroken and shall, immediately following confinement include a period of six weeks compulsory leave.

The employee must have had at least 12 months continuous service with that employer immediately preceding the date upon which she proceeds upon such leave.

(4) Certification

At the time specified in paragraph (5) the employee must produce to her employer:

- (a) a certificate from a registered medical practitioner stating that she is pregnant and the expected date of confinement;
- (b) a statutory declaration stating particulars of any period of paternity leave sought or taken by her spouse and that for the period of maternity leave she will not engage in any conduct inconsistent with her contract of employment.

(5) Notice requirements

- (a) An employee shall, not less than ten weeks prior to the presumed date of confinement, produce to her employer the certificate referred to in subparagraph 4(a).
- (b) An employee shall give not less than four weeks notice in writing to her employer of the date upon which she proposes to commence maternity leave stating the period of leave to be taken and shall, at the same time, produce to her employer the statutory declaration referred to in subparagraph 4(b).
- (c) An employer by not less than 14 days notice in writing to the employee may require her to commence maternity leave at any time within the six weeks immediately prior to her presumed date of confinement.
- (d) An employee shall not be in breach of this clause as a consequence of failure to give the stipulated period of notice in accordance with subparagraph (b) hereof if such failure is occasioned by the confinement occurring earlier than the presumed date.

- (6) Variation of period of maternity leave
- (a) Provided the maximum period of maternity leave does not exceed the period to which the employee is entitled under paragraph (3) hereof.
    - (i) The period of maternity leave may be lengthened once only by the employee giving not less than 14 days notice in writing stating the period by which the leave is to be lengthened;
    - (ii) The period may be further lengthened by agreement between the employer and the employee.
  - (b) The period of maternity leave may, with the consent of the employer, be shortened by the employee giving not less than 14 days notice in writing stating the period by which the leave is to be shortened.
- (7) Cancellation of maternity leave
- (a) Maternity leave, applied for but not commenced, shall be cancelled when the pregnancy of an employee terminates other than by the birth of a living child.
  - (b) Where the pregnancy of an employee then on maternity leave terminates other than by the birth of a living child, it shall be the right of the employee to resume work at a time nominated by the employer which shall not exceed four weeks from the date of notice in writing by the employee to the employer that she desires to resume work.
- (8) Special maternity leave and sick leave
- (a) Where the pregnancy of an employee not then on maternity leave terminates after 28 weeks other than by the birth of a living child then:
    - (i) she shall be entitled to such period of unpaid leave (to be known as special maternity leave) as a registered medical practitioner certifies as necessary before her return to work; or
    - (ii) for illness other than the normal consequences of confinement she shall be entitled, either in lieu of or in addition to special maternity leave, to such paid sick leave as to which she is then

entitled and which a registered medical practitioner certifies as necessary before her return to work.

- (b) Where an employee not then on maternity leave suffers illness related to her pregnancy, she may take such paid sick leave as to which she is then entitled and such further unpaid leave (to be known as special maternity leave) as a registered practitioner certifies as necessary before her return to work, provided that the aggregate of paid sick leave, special maternity leave and maternity leave shall not exceed the period to which the employee is entitled under paragraph (3) hereof.
- (c) For the purposes of paragraphs (10), (11) and (12) hereof, maternity leave shall include special maternity leave.
- (d) An employee returning to work after the completion of a period of leave taken pursuant to this paragraph shall be entitled to the position which she held immediately before preceding on such leave or, in the case of an employee who was transferred to a safe job, to the position she held immediately before such transfer.

Where such position no longer exists but there are other positions available which the employee is qualified for and is capable of performing she shall be entitled to a position as nearly comparable in status and pay to that of her former position.

(9) Maternity leave and other leave entitlements

- (a) Provided the aggregate of any leave, including leave taken under this subclause, does not exceed the period to which the employee is entitled under paragraph (3) hereof, an employee may, in lieu of or in conjunction with maternity leave, take any annual leave or long service leave or any part thereof to which she is entitled.
- (b) Paid sick leave or other paid authorised agreement absences (excluding annual leave or long service leave) shall not be available to an employee during her absence on maternity leave.

(10) Effect of maternity leave on employment

Subject to this subclause, notwithstanding any agreement or other provision to the contrary, absence on maternity leave shall not break the continuity of service of an employee but shall not be taken into account, other than any period which is paid leave, in calculating the period of service for any purpose of any relevant award or agreement.

(11) Termination of employment

- (a) An employee on maternity leave may terminate her employment at any time during the period of leave by notice given in accordance with this agreement.
- (b) An employer shall not terminate the employment of an employee on the ground of her pregnancy or of her absence on maternity leave, but otherwise the rights of an employer in relation to termination of employment are not hereby affected.

(12) Return to work after maternity leave

- (a) An employee shall confirm her intention of returning to work by notice in writing to the employer given not less than four weeks prior to the expiration of her period of maternity leave.
- (b) An employee, upon returning to work after maternity leave or the expiration of the notice required by subparagraph (a) hereof, shall be entitled to the position which she held immediately before proceeding on maternity leave or, in the case of an employee who was transferred to a safe job, to the position which she held immediately before such transfer or in relation to an employee who has worked part-time during the pregnancy the position she held immediately before commencing such part-time work.

Where such position no longer exists but there are other positions available, which the employee is qualified for and is capable of performing, she shall be entitled to a position as nearly comparable in status and pay to that of her former position.

(13) Replacement employees

- (a) A replacement employee is an employee specifically engaged as a result of an employee proceeding on maternity leave.
- (b) Before an employer engages a replacement employee the employer shall inform that person of the temporary nature of the employment and of the rights of the employee who is being replaced.
- (c) Before an employer engages a person to replace an employee temporarily promoted or transferred in order to replace an employee exercising her rights under this subclause, the employer shall inform that person of the temporary nature of the promotion or transfer and of the rights of the employee who is being replaced.

- (d) Nothing in this subclause shall be construed as requiring an employer to engage a replacement employee.

## **2 Paternity Leave**

### **(1) Nature of leave**

Paternity leave is a combination of unpaid leave and paid leave as prescribed by the SDA NSW Branch Paid Maternity / Paternity Leave Policy.

### **(2) Definitions**

For the purposes of this subclause:

- (a) "Employee" includes a part-time employee or regular casual employee but does not include other casuals or seasonal employees.
- (b) "Regular casual employee" means a casual employee who works for the employer on a regular and systematic basis and who has a reasonable expectation of ongoing employment on that basis.
- (c) "Maternity leave" means leave of the type provided for in subclause 1. of this Appendix (and includes special maternity leave) whether prescribed in an award or otherwise.
- (d) "Child" means a child of the employee or the employee's spouse under the age of one year.
- (e) "Spouse" includes a de facto or a former spouse.
- (f) "Primary care-giver" means a person who assumes the principal role of providing care and attention to a child.
- (g) "Continuous service" means service under an unbroken contract of employment and includes:
  - (i) any period of leave taken in accordance with this clause,
  - (ii) any period of part-time employment worked in accordance with this clause, or
  - (iii) any period of leave or absence authorised by the employer or by the agreement.

(3) Eligibility for paternity leave

A male employee, upon production to his employer of the certificate required by paragraph (4), shall be entitled to one or two periods of paternity leave, the total of which shall not exceed 52 weeks, in the following circumstances:

- (a) An unbroken period of up to one week at the time of confinement of his spouse;
- (b) A further unbroken period of up to 52 weeks in order to be the primary caregiver of a child provided that such leave shall not extend beyond the child's first birthday. This entitlement shall be reduced by any period of maternity leave taken by the employee's spouse in relation to the same child and shall not be taken concurrently with that maternity leave.

The employee must have had at least 12 months continuous service with that employer immediately preceding the date upon which he proceeds upon either period of leave.

(4) Certification

At the time specified in paragraph (5) the employee must produce to his employer:

- (a) a certificate from a registered medical practitioner which names his spouse, states that she is pregnant and the expected date of confinement or states the date on which the birth took place;
- (b) in relation to any period to be taken under subparagraph (3)(b) hereof, a statutory declaration stating:
  - (i) he will take that period of paternity leave to become the primary caregiver of a child;
  - (ii) particulars of any period of maternity leave sought or taken by his spouse; and
  - (iii) for the period of paternity leave he will not engage in any conduct inconsistent with his contract of employment.

(5) Notice requirements

- (a) The employee shall, not less than ten weeks prior to each proposed period of leave, give the employer notice in writing stating the dates

on which he proposes to start and finish the period or periods of leave and produce the certificate and statutory declaration required in paragraph (4) hereof.

- (b) The employee shall not be in breach of this paragraph as a consequence of failure to give the notice required in subparagraph (a) hereof if such failure is due to:
  - (i) the birth occurring earlier than the expected date; or
  - (ii) the death of the mother of the child; or
  - (iii) other compelling circumstances.
- (c) The employee shall immediately notify his employer of any change in the information provided pursuant to paragraph (4) hereof.

(6) Variation of period of paternity leave

- (a) Provided the maximum period of paternity leave does not exceed the period to which the employee is entitled under paragraph (3) hereof.
  - (i) the period of paternity leave provided by subparagraph (3)(b) may be lengthened once only by the employee giving not less than 14 days notice in writing stating the period by which the leave is to be lengthened;
  - (ii) the period may be further lengthened by agreement between the employer and the employee.
- (b) The period of paternity leave taken under subparagraph (3)(b) hereof may, with the consent of the employer, be shortened by the employee giving not less than 14 days notice in writing stating the period by which the leave is to be shortened.

(7) Cancellation of paternity leave

Paternity leave, applied for under subparagraph (3)(b) hereof but not commenced, shall be cancelled when the pregnancy of the employee's spouse terminates other than by the birth of a living child.

(8) Primary leave and other entitlements

- (a) Provided the aggregate of any leave, including leave taken under this subclause, does not exceed the period to which the employee is



entitled under paragraph (3) hereof, an employee may, in lieu of, or in conjunction with, paternity leave, take any annual leave or long service leave or any part thereof to which he is entitled.

- (b) Paid sick leave or other paid authorised agreement absences (excluding annual leave or long service leave) shall not be available to an employee during his absence on paternity leave.

(9) Effect of paternity leave on employment

Subject to this subclause, notwithstanding any agreement or other provision to the contrary absence on paternity leave shall not break the continuity of service of an employee but shall not be taken into account, other than any period which is paid leave, in calculating the period of service for any purpose of any relevant award or agreement.

(10) Termination of employment

- (a) An employee on paternity leave may terminate his employment at any time during the period of leave by notice given in accordance with this agreement.
- (b) An employer shall not terminate the employment of an employee on the ground of his absence on paternity leave, but otherwise the rights of an employer in relation to termination of employment are not hereby affected.

(11) Return to work after paternity leave

- (a) An employee shall confirm his intention of returning to work by notice in writing to the employer given not less than four weeks prior to the expiration of the period of paternity leave provided by subparagraph (3)(b) hereof.
- (b) An employee, upon returning to work after paternity leave or the expiration of the notice required by subparagraph (a) hereof, shall be entitled to the position, which he held immediately before proceeding on paternity leave, or in relation to an employee who has worked part-time under this clause to the position he held immediately before commencing such part-time work.

Where such position no longer exists but there are other positions available, which the employee is qualified for and is capable of performing, he shall be entitled to a position as nearly comparable in status and pay to that of his former position.

(12) Replacement employees

- (a) A replacement employee is an employee specifically engaged as a result of an employee proceeding on paternity leave.
- (b) Before an employer engages a replacement employee the employer shall inform that person of the temporary nature of the employment and of the rights of the employee who is being replaced.
- (c) Before an employer engages a person to replace an employee temporarily promoted or transferred in order to replace an employee exercising his rights under this subclause, the employer shall inform that person of the temporary nature of the promotion or transfer and of the rights of the employee who is being replaced.
- (d) Nothing in this subclause shall be construed as requiring an employer to engage a replacement employee.

**3 Adoption Leave**

(1) Nature of leave

Adoption leave is unpaid leave.

(2) Definitions

For the purposes of this subclause:

- (a) "Employee" includes a part-time employee or regular casual employee but does not include other casuals or seasonal employees.
- (b) "Regular casual employee" means a casual employee who works for the employer on a regular and systematic basis and who has a reasonable expectation of ongoing employment on that basis.
- (c) "Child" means a person under the age of five years who is placed with the employee for the purposes of adoption, other than a child or stepchild of the employee or of the spouse of the employee or a child who has previously lived continuously with the employee for a period of six months or more.
- (d) "Relative adoption" occurs where a child, as defined, is adopted by a grandparent brother, sister, aunt or uncle (whether of the whole blood or half blood or by marriage).

- (e) "Primary care-giver" means a person who assumes the principal role of providing care and attention to a child.
- (f) "Spouse" includes a de facto spouse.
- (g) "Continuous service" means service under an unbroken contract of employment and includes:
  - (i) any period of leave taken in accordance with this clause,
  - (ii) any period of part-time employment worked in accordance with this clause, or
  - (iii) any period of leave or absence authorised by the employer or by the agreement.

(3) Eligibility

An employee, upon production to the employer of the documentation required by paragraph (4) hereof shall be entitled to one or two periods of adoption leave, the total of which shall not exceed 52 weeks, in the following circumstances:

- (a) an unbroken period of up to three weeks at the time of the placement of the child;
- (b) an unbroken period of up to 52 weeks from the time of its placement in order to be the primary caregiver of the child. This leave shall not extend beyond one year after the placement of the child and shall not be taken concurrently with adoption leave taken by the employee's spouse in relation to the same child. This entitlement of up to 52 weeks shall be reduced by:
  - (i) any period of leave taken pursuant to subparagraph (a) hereof, and
  - (ii) the aggregate of any periods of adoption leave taken or to be taken by the employee's spouse;

The employee must have had at least 12 months continuous service with that employer immediately preceding the date upon which he or she proceeds upon such leave in either case.

(4) Certification

- (a) Before taking adoption leave the employee must produce to the employer:

- (i) A statement from an adoption agency or other appropriate body of the presumed date of placement of the child with the employee for adoption purposes; or
  - (ii) A statement from the appropriate government authority confirming that the employee is to have custody of the child pending application for an adoption order.
- (b) In relation to any period to be taken under subparagraph (3)(b) hereof, a statutory declaration stating:
- (i) the employee is seeking adoption leave to become the primary caregiver of the child;
  - (ii) particulars of any period of adoption leave sought or taken by the employee's spouse; and
  - (iii) for the period of adoption leave the employee will not engage in any conduct inconsistent with his or her contract of employment.

(5) Notice Requirements

- (a) Upon receiving notice of approval for adoption purposes, an employee shall notify the employer of such approval and within two months of such approval shall further notify the employer of the period or periods of adoption leave the employee proposes to take. In the case of a relative adoption the employee shall notify as aforesaid upon deciding to take a child into custody pending an application for an adoption order.
- (b) An employee who commences employment with an employer after the date of approval for adoption purposes shall notify the employer thereof upon commencing employment and of the period or periods of adoption leave which the employee proposes to take. Provided that such employee shall not be entitled to adoption leave unless the employee has not less than 12 months continuous service with that employer immediately preceding the date upon which he or she proceeds upon such leave.
- (c) An employee shall, as soon as the employee is aware of the presumed date of placement of a child for adoption purposes but no later than 14 days before such placement, give notice in writing to the employer of such date, and of the date of the commencement of any period of leave to be taken under subparagraph (3)(a) hereof.

- (d) An employee shall, ten weeks before the proposed date of commencing any leave to be taken under subparagraph (3)(b) hereof give notice in writing to the employer of the date of commencing leave and the period of leave to be taken.
  - (e) An employee shall not be in breach of this subclause, as a consequence of failure to give the stipulated period of notice in accordance with subparagraphs (c) and (d) hereof if such failure is occasioned by the requirement of an adoption agency to accept earlier or later placement of a child, the death of the spouse or other compelling circumstances.
- (6) Variation of period of adoption leave
- (a) Provided the maximum period of adoption leave does not exceed the period to which the employee is entitled under paragraph (3) hereof.
    - (i) the period of leave taken under subparagraph (3)(b) hereof may be lengthened once only by the employee giving not less than 14 days notice in writing stating the period by which the leave is to be lengthened;
    - (ii) the period may be further lengthened by agreement between the employer and employee.
  - (b) The period of adoption leave taken under subparagraph (3)(b) hereof may, with the consent of the employer, be shortened by the employee giving not less than 14 days notice in writing stating the period by which the leave is to be shortened.
- (7) Cancellation of adoption leave
- (a) Adoption leave, applied for but not commenced, shall be cancelled should the placement of the child not proceed.
  - (b) Where the placement of a child for adoption purposes with an employee then on adoption leave does not proceed or continue, the employee shall notify the employer forthwith and the employer shall nominate a time not exceeding four weeks from receipt of notification for the employee's resumption of work.

(8) Special leave

The employer shall grant to any employee who is seeking to adopt a child, such unpaid leave not exceeding two days, as is required by the employee to attend any compulsory interviews or examinations as are necessary as part of the adoption procedure. Where paid leave is available to the employee the employer may require the employee to take such leave in lieu of special leave.

(9) Adoption leave and other entitlements

(a) Provided the aggregate of any leave, including leave taken under this sub clause, does not exceed the period to which the employee is entitled under paragraph (3) hereof, an employee may, in lieu of or in conjunction with adoption leave, take any annual leave or long service leave or any part thereof to which he or she is entitled.

(b) Paid sick leave or other paid authorised agreement absences (excluding annual leave or long service leave), shall not be available to an employee during the employee's absence on adoption leave.

(10) Effect of adoption leave on employment

Subject to this subclause, notwithstanding any agreement or other provision to the contrary, absence on adoption leave shall not break the continuity of service of an employee but shall not be taken into account in calculating the period of service for any purpose of any relevant award or agreement.

(11) Termination of employment

a) An employee on adoption leave may terminate the employment at any time during the period of leave by notice given in accordance with this agreement.

(b) An employer shall not terminate the employment of an employee on the ground of the employee's application to adopt a child or absence on adoption leave, but otherwise the rights of an employer in relation to termination of employment are not hereby affected.

(12) Return to work after adoption leave

(a) An employee shall confirm the intention of returning to work by notice in writing to the employer given not less than four weeks prior to the expiration of the period of adoption leave provided by subparagraph (3)(b) hereof.

- (b) An employee, upon returning to work after adoption leave shall be entitled to the position held immediately before proceeding on such leave or in relation to an employee who has worked part-time under this clause the position held immediately before commencing such part-time work.

Where such position no longer exists but there are other positions available which the employee is qualified for and is capable of performing, the employee shall be entitled to a position as nearly comparable in status and pay to that of the employee's former position.

(13) Replacement employees

- (a) A replacement employee is an employee specifically engaged as a result of an employee proceeding on adoption leave.
- (b) Before an employer engages a replacement employee the employer shall inform that person of the temporary nature of the employment and of the rights of the employee who is being replaced.
- (c) Before an employer engages a person to replace an employee temporarily promoted or transferred in order to replace an employee exercising rights under this subclause, the employer shall inform that person of the temporary nature of the promotion or transfer and of the rights of the employee who is being replaced.
- (d) Nothing in this subclause shall be construed as requiring an employer to engage a replacement employee.

**4 Part-Time Work**

(1) Definitions

For the purposes of this subclause:

- (a) "Male employee" means an employed male who is caring for a child born of his spouse or a child placed with the employee for adoption purposes.
- (b) "Female employee" means an employed female who is pregnant or is caring for a child she has borne or a child who has been placed with her for adoption purposes.
- (c) "Spouse" includes a de facto spouse or a former spouse.

- (d) "Former position" means the position held by a female or male employee immediately before proceeding on leave or part-time employment under this subclause whichever first occurs or, if such position no longer exists there are other positions available for which the employee is qualified and the duties of which he or she is capable of performing, a position as nearly comparable in status and pay to that of the position first mentioned in this definition.
- (e) "Continuous service" means service under an unbroken contract of employment and includes:
  - (i) any period of leave taken in accordance with this clause;
  - (ii) any period of part-time employment worked in accordance with this clause; or
  - (iii) any period of leave or absence authorised by the employer or by the agreement.

(2) Entitlement

- (a) A male employee may work part-time in one or more periods at any time from the date of birth of the child until its second birthday or, in relation to adoption, from the date of placement of the child until the second anniversary of the placement.
- (b) A female employee may work part-time in one or more periods while she is pregnant where part-time employment is, because of the pregnancy, necessary or desirable.
- (c) A female employee may work part-time in one or more periods at any time from the seventh week after the date of birth of the child until its second birthday. By mutual agreement the employer and the employee may agree to extend the part-time work period until the time the child reaches school age.
- (d) In relation to adoption a female employee may work part-time in one or more periods at any time from the date of the placement of the child until the second anniversary of that date.

(3) Return to former position

- (a) An employee who has had at least 12 months continuous service with an employer immediately before commencing part-time employment after the birth or placement of a child has, at the expiration of the period of such part time employment or the first



period, if there is more than one, the right to return to his or her former position.

- (b) Nothing in subparagraph (a) hereof shall prevent the employer from permitting the employee to return to his or her former position after a second or subsequent period of part-time employment.

(4) Effect of part-time employment on continuous service

Commencement on part-time work under this clause, and return from part-time work to full-time work under this clause, shall not break the continuity of service or employment.

(5) Pro rata entitlements

Subject to the provisions of this subclause and the matters agreed to in accordance with paragraph (8) hereof, part-time employment shall be in accordance with the provisions of this agreement, which shall apply pro rata.

(6) Transitional arrangements - annual leave

- (a) An employee working part-time under this subclause shall be paid for and take any leave accrued in respect of a period of full-time employment, in such periods and manner as specified in the annual leave provisions of this agreement, as if the employee were working full-time in the class of work the employee was performing as a full-time employee immediately before commencing part-time work under this subclause.

- (b) (i) A full-time employee shall be paid for and take any annual leave accrued in respect of a period of part-time employment under this subclause, in such periods and manner as specified in this agreement, as if the employee were working part-time in the class of work the employee was performing as a part-time employee immediately before resuming full-time work.
- (ii) Provided that by agreement between the employer and the employee, the period over which the leave is taken may be shortened to the extent necessary for the employee to receive pay at the employee's current full-time rate.

(7) Transitional arrangements - sick leave

An employee working part-time under this subclause shall have sick leave entitlements which have accrued under this agreement (including any

entitlement accrued in respect of previous full-time employment) converted into hours. When this entitlement is used, whether as a part-time employee or as a full-time employee, it shall be debited for the ordinary hours that the employee would have worked during the period of absence.

(8) Part-time work agreement

- (a) Before commencing a period of part-time employment under this subclause the employee and the employer shall agree:
  - (i) that the employee may work part-time;
  - (ii) upon the hours to be worked by the employee, the days upon which they will be worked and commencing times for the work;
  - (iii) upon the classification applying to the work to be performed; and
  - (iv) upon the period of part-time employment.
- (b) The terms of this agreement may be varied by consent.
- (c) The terms of this agreement or any variation to it shall be reduced to writing and retained by the employer. A copy of the agreement and any variation to it shall be provided to the employee by the employer.
- (d) The terms of this agreement shall apply to the part-time employment,

(9) Termination of employment

- (a) The employment of a part-time employee under this clause, may be terminated in accordance with the provisions of this agreement but may not be terminated by the employer because the employee has exercised or proposes to exercise any rights arising under this clause or has enjoyed or proposes to enjoy any benefits arising under this clause.
- (b) Any termination entitlements payable to an employee whose employment is terminated while working part-time under this clause, or while working fulltime after transferring from part-time work under this clause, shall be calculated by reference to the full-time rate of pay at the time of termination and by regarding all service as a full-time employee as qualifying for a termination entitlement based on

the period of full-time employment and all service as a part-time employee on a pro rata basis.

(10) Extension of hours of work

An employer may request but not require, an employee working part-time under this clause to work outside or in excess of the employee's ordinary hours of duty provided for in accordance with paragraph (8).

(11) Nature of part-time work

The work to be performed part-time need not be the work performed by the employee in his or her former position but shall be work otherwise performed under this agreement.

(12) Inconsistent agreement provisions

An employee may work part-time under this clause notwithstanding any other provision of this agreement, which limits or restricts the circumstances in which part-time employment may be worked or the terms upon which it may be worked including provisions:

- (a) limiting the number of employees who may work part-time;
- (b) establishing quotas as to the ratio of part-time to full-time employees;
- (c) prescribing a minimum or maximum number of hours a part-time employee may work; or
- (d) requiring consultation with, consent of or monitoring by a union; and such provisions do not apply to part-time work under this clause.

(13) Replacement employees

- (a) A replacement employee is an employee specifically engaged as a result of an employee working part-time under this subclause.
- (b) A replacement employee may be employed part-time. Subject to this paragraph, paragraphs (5), (6), (7), (8), (9) and (12) of this subclause apply to the part-time employment of a replacement employee.
- (c) Before an employer engages a replacement employee under this paragraph, the employer shall inform the person of the temporary

nature of the employment and of the rights of the employee who is being replaced.

- (d) Unbroken service as a replacement employee shall be treated as continuous service for the purposes of subparagraph (1)(e) hereof.
- (e) Nothing in this subclause shall be construed as requiring an employer to engage a replacement employee.

## **1.5 Family Provisions Test Case 2005 Provisions**

The following provisions shall also apply:

- (1) An employer must not fail to re-engage a regular casual employee because:
  - (a) the employee or employee's spouse is pregnant; or
  - (b) the employee is or has been immediately absent on parental leave.

The rights of an employer in relation to engagement and re-engagement of casual employees are not affected, other than in accordance with this clause.

- (2) Right to request
  - (a) An employee entitled to parental leave may request the employer to allow the employee:
    - (i) to extend the period of simultaneous unpaid parental leave use up to a maximum of eight weeks;
    - (ii) to extend the period of unpaid parental leave for a further continuous period of leave not exceeding 12 months;
    - (iii) to return from a period of parental leave on a part-time basis until the child reaches school age;to assist the employee in reconciling work and parental responsibilities.
  - (b) The employer shall consider the request having regard to the employee's circumstances and, provided the request is genuinely based on the employee's parental responsibilities,

may only refuse the request on reasonable grounds related to the effect on the workplace or the employer's business. Such grounds might include cost, lack of adequate replacement staff, loss of efficiency and the impact on customer service.

- (c) Employee's request and the employer's decision to be in writing

The employee's request and the employer's decision made under 2(a)(ii) and 2(a)(iii) must be recorded in writing.

- (d) Request to return to work part-time

Where an employee wishes to make a request under 2(a)(iii), such a request must be made as soon as possible but no less than seven weeks prior to the date upon which the employee is due to return to work from parental leave.

### (3) Communication during parental leave

- (a) Where an employee is on parental leave and a definite decision has been made to introduce significant change at the workplace, the employer shall take reasonable steps to:

- (a)(i) make information available in relation to any significant effect the change will have on the status or responsibility level of the position the employee held before commencing parental leave; and

- (a)(ii) provide an opportunity for the employee to discuss any significant effect the change will have on the status or responsibility level of the position the employee held before commencing parental leave.

- (b) The employee shall take reasonable steps to inform the employer about any significant matter that will affect the employee's decision regarding the duration of parental leave to be taken, whether the employee intends to return to work and whether the employee intends to request to return to work on a part-time basis.

(c) The employee shall also notify the employer of changes of address or other contact details which might affect the employer's capacity to comply with paragraph (a).

## APPENDIX B – CLASSIFICATIONS MATRIX

	Grade 1	Grade 2	Grade 3	Grade 4	Grade 5
<b>Knowledge</b>	Basic knowledge of general/standard clerical functions - eg filing, telephones, switch relief, photocopying, data entry	Routine knowledge of several standard functions; standard organisational knowledge; apply standard rules, regulations; ability to use standard word processing and related computer software packages.	Knowledge of the principles of a specialised area of work / administrative process; knowledge of office systems; ability to use a broad range of technology, systems and packages.	Comprehensive knowledge of the principles of a specialised area of work / key administrative process / work unit. Thorough knowledge of office systems; advanced ability to use a broad range of technology, systems and packages.	Specialised knowledge of a key work area; specialised knowledge of office systems related to the key work area; ability to use technology, systems and packages related to the key work area
<b>Independence / supervision</b>	Grade 1 Direct supervision; follows specific oral and/or written instructions; responsible for individual components of a process	Grade 2 General supervision; responsible for multiple components of an administrative process; oral and/or written guidelines provided; can apply a wide variety of rules, regulations and procedures.	Grade 3 Works with limited supervision. Responsible for a complete administrative or work area process.	Grade 4 Works independently with limited supervision. May be directed to perform supervision of staff within a work unit.	Grade 5 Works independently and without direct supervision.

Problem Solving and Decision Making	Grade 1	Grade 2	Grade 3	Grade 4	Grade 5
Indicative tasks/roles	Grade 1 Basic clerical work, switch relief, data entry, filing, basic data entry; making up induction kits; membership processing; mail room support.	Grade 2 Full time receptionist; clerical work; organisers support; secretarial and administrative support within an SDA regional office	Grade 3 Trainer support; Records officer; Industrial officers support; Information Technology support; Processing of backpays; Backup to Administration supervisor	Grade 4 Administration supervisor; Back-up to payroll; Backup to accounting; Print Room manager; Advanced data entry, website and excel processing; Inductions Officer	Grade 5 Payroll manager; Accountant; Personal Assistant to Secretary; Personal Assistant to Assistant Secretary.

Nature of Work	Grade 1	Grade 2	Grade 3	Grade 4	Grade 5
	<p>Application of knowledge and skills to a limited range of tasks; Type/complete forms, form letters, labels, etc. Perform alpha and numeric filing. Answer telephones and exchange of routine information. Basic data entry; receive and relay oral and written messages; operate office equipment and computers appropriate to the tasks to be completed; providing basic level support to other work areas.</p>	<p>Answering of phones and directing queries; data entry; membership reconciliations; making telephone calls; drafting of simple correspondence; greet visitors and attend to their needs; assist others to complete their tasks; providing basic level support to other work areas.</p>	<p>Perform tasks and processes related to specialised area of work.</p>	<p>Perform tasks and processes related to specialised area of work.</p>	<p>Perform tasks and processes related to specialised area of work.</p>



**APPENDIX C – CLASSIFICATIONS WAGES BANDS**

<b>Grade 1</b>		
	<b>Low</b>	<b>High</b>
	\$41,163	\$42,231
<b>Grade 2</b>		
	<b>Low</b>	<b>High</b>
	\$42,232	\$43,300
<b>Grade 3</b>		
	<b>Low</b>	<b>High</b>
	\$43,301	\$46,508
<b>Grade 4</b>		
	<b>Low</b>	<b>High</b>
	\$46,509	\$53,457
<b>Grade 5</b>		
	<b>Low</b>	<b>High</b>
	\$53,458	\$64,148

Note: The 'Low' and 'High' figure within each Grade is taken to be increased during the life of this Agreement in accordance with the percentage wage increases provided for in Clause 6, Rates of Pay.

The Rates set out above are to be rounded to the nearest whole dollar