REGISTER OF **ENTERPRISE AGREEMENTS**

ENTERPRISE AGREEMENT NO: 97/23

I.R.C. NO: 96/6362

DATE APPROVED/COMMENCEMENT: 4 February 1997

TERM: Expires 30 June 1998

NEW AGREEMENT OR

VARIATION:

New - Replaces EA169/94

GAZETTAL REFERENCE:

29619-1401 (7-3.97)

DATE TERMINATED:

TITLE: Independent Pricing and Regulatory Tribunal Enterprise Agreement

COVERAGE/DESCRIPTION OF

EMPLOYEES: All employees, other than contract executives of the Independent Pricing and Regulatory Tribunal of NSW

PARTIES: Independent Pricing and Regulatory Tribunal & Stephanie Biesaga, Robert Burford, Elsie Choy, Gary Drysdale, Judith Greenwell, Nicholas Hague, Linda Hoskings, Gail Johnston, Clive Lackey, Patrick Lam, Sott Lennon, Chien-Ching Lim, Anne McCawley, Alexander McMillan, Sally Mander, Anita Martincic, Nives Matosin, N Kumar Rasiah, Connor Read, Michael Seery, Fiona Towers, Yannick Tran, Genelle Watkins, Mary West, Scott Young

NOOF PAGES: 36

INDEPENDENT PRICING AND REGULATORY **TRIBUNAL**

Industrial Registrar

Enterprise Agreement

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1. Definitions

"Chairperson" means the Chairperson of the Independent Pricing and Regulatory Tribunal.

"Nominee" means a person who has been delegated some particular power(s) of the Chairperson.

"Staff" means and includes all persons who are permanently or temporarily employed under section 8(2) of the Independent Pricing and Regulatory Tribunal Act 1992, excluding contract executives.

"Tribunal" means the Independent Pricing and Regulatory Tribunal.

2. Parties to the Agreement

This Enterprise Agreement, made pursuant to the provisions of Part 2 of the Industrial Relations Act 1996, was entered into between:

* The Independent Pricing and Regulatory Tribunal, a statutory authority constituted under the Independent Pricing and Regulatory Tribunal Act 1992;

and

* The staff of the Independent Pricing and Regulatory Tribunal.

3. Title of the Agreement

This Agreement will be known as the Independent Pricing and Regulatory Tribunal Enterprise Agreement.

4. Intention

The purpose of this Agreement is to regulate the salaries and conditions of employment of Independent Pricing and Regulatory Tribunal staff.

5. Period of Operation

The term of this Agreement will be from the date of approval by the Findustrial Relations Commission and will remain in force until 30 June 1998.



6. Salaries

(i) The salary ranges prescribed by this Agreement payable from the pay period on or after 1 July 1996 are as follows:

Level 1	Level 2	Level 3	Level 4
21,857 23,180 24,504 25,827 27,151 28,474 29,798 31,121 32,445 33,769 35,092 36,416	32,785 34,531 36,277 38,022 39,768 41,514 43,260 45,006 46,752 48,498 50,243	43,713 46,056 48,400 50,743 53,086 55,429 57,773 60,116 62,459	61,285 64,530 67,774 71,019 74,263 77,508 80,752
37,739 39,063			

- (ii) The salary of each staff member will be translated to an incremental point on the above scales on the basis of the nearest new salary point above their current salary plus 3 per cent . Each staff member will be advised separately of his/her new salary arising from this translation.
- (iii) Staff may also have access to incremental progression within the salary range to which they are appointed.
- (iv) Existing staff at 30 June 1996 and all professional staff will have access to incremental progression to all salary points. The maximum salaries for incremental progression for administrative positions are as follows:

Administration Assistant, Level 1

Database Clerk, Level 1

Administrative Officer, Industry Groups, Level 2

Administrative Officer, Access Group, Level 2

Executive Assistant, Level 2

Executive Officer, Level 2

Executive Officer, Level 2

S25,827

\$32,445

\$43,260

\$43,260

\$43,260

Executive Officer, Level 2

\$43,260

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(v) the maximum of the salary range of administrative positions in Levels 1 and 2 may be set by the Chairman below the maximum of the range shown in (i) above, having regard to maximum salaries for similar administrative work elsewhere.

(vi) Where the Tribunal provides services to other bodies under Section 9 of the IPART Act, and in recognition of additional demands on staff, the Tribunal may make special payments to all staff covered by this Agreement.

7. Appointment

- (i) The Chairperson or nominee may appoint a person to any salary which is within the salary range. In determining commencing salary regard will be had to:
 - (a) the person's skills, experience and qualifications;
 - (b) the rate required to attract the person; and
 - (c) the remuneration of existing staff performing similar work.
- (ii) On appointment a staff member will be advised of his/her commencing salary rate and of any salary increments to which he/she may have access.

8. Salary Progression

The Tribunal's Performance Enhancement System will be used to assess progression to higher salary increments. The salary of each member of staff will be reviewed annually on the anniversary of appointment to the Tribunal or to the current salary level, unless the staff member has reached the maximum of his/her salary increments.

9. Salary Adjustment

The salary ranges and salaries paid to all staff are to be increased by 3% from the first pay period to commence on or after 1 July 1997.

10. Hours of work

10.1 Staff, Levels 1-3

- (i) The business hours of the Tribunal are from 8.45am to 5.15pm Monday to Friday. The hours of work for staff will be arranged to ensure that an adequate level of service is maintained during business hours.
- (ii)The daily contract hours of work for staff are 7 and contract hours for a 4 week settlement period are 140.

Hours will be worked under the following flexible hours arrangements:

(iii) Hours may be worked from Monday to Friday between 7.30am and 6.00pm. Time will not be credited for work performed outside this bandwidth.

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(iv) Staff must work core time hours between 9.30am and 12.00pm and between 2.30pm and 3.30pm.

- (v) If staff commence duty after the commencement of core time or cease duty before the cessation of core time, they must apply for an appropriate amount of annual leave (minimum of a ¼ day). If staff have no annual leave they must apply for leave without pay (minimum of a ¼ day). When leave for part of a day is involved, the amount of leave to be applied for is to be determined by subtracting the hours worked on that day from the daily contract hours (7). The amount of hours remaining is to be rounded up to the nearest quarter day. However, where a staff member encounters a disruption to the mode of transport normally used in travelling from their place of residence to place of employment and such disruption is caused by a transport strike or a major transport delay, the following conditions shall apply subject to the Tribunal's ensuring sufficient staff is available to provide adequate service to the public:-
 - The staff member may commence duty at any time and where the disruption continues throughout the day, may cease duty at any time.
 - (b) A staff member affected by such a disruption will not be debited recreation leave if the staff member commences duty after the beginning of coretime. Time worked on such days will accumulate in the normal way.
 - The staff member may elect to take off the full day as flexileave where the disruption is reasonably likely to continue throughout the day.
 - (d) Flexileave taken during such disruptions shall be recorded as over and above the normal flexileave to which the officer is entitled under this clause.
- (vi) Staff must take a lunch break of at least 30 minutes, however staff may take a break of up to 2½ hours. Staff may only take a lunch break of more than 1 hour with the approval of their supervisor.
- (vii) Generally an individual may select start and finishing times.
- (viii) Where it is necessary, the Chairperson or nominee may direct staff to work for 7 hours on a particular day and also direct staff to start and finish at particular times within the bandwidth on that day.
- (ix) Staff may accumulate credit hours in excess of 7 per day, where work is available which can be performed conveniently.
- (x) Generally a staff member may, with the approval of his/her supervisor, Rake 7 hours of flexileave in any settlement period. Such flexileave may be taken as 1 day or 2 half days, during a settlement period.

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(xi) A half day may only be taken off either before at least 3½ hours are worked during the bandwidth or after at least 3½ hours are worked during the bandwidth.

- (xii) During peak work load periods it may not be possible to take flexileave and so staff may carry forward to the next settlement period credit hours worked. This will allow a maximum of 14 hours flexileave to be taken in the next settlement period either as 2 days or 4 half days or a combination of days and half days.
- (xiii) At the end of a settlement period 10 hours may be carried forward to the next period or 17 hours where it has not been possible to take flexileave due to peak work load demands. At the end of a settlement period, hours in excess of the 10 or 17 carried forward, are to be banked by each individual.
- (xiv) At the end of the settlement period, where a staff member is in debit by more than 10 hours, a debit is to be charged against annual leave or where there is no annual leave to credit leave without pay is to be taken.
- (xv) Each individual will have a bank of excess hours worked which is to accumulate over the period 1 December to 30 November. As at 30 November the bank of hours for each individual over the past year will be tallied for the purpose of establishing additional flexileave entitlements up to a maximum of 35 hours.
- (xvi) Additional flexileave of up to 5 days must be taken within twelve months of entitlement or otherwise it will be forfeited. Additional flexileave is not payable on termination. There is no entitlement for part years worked.
- (xvii) A staff member must have the approval of his/her supervisor prior to taking flexileave. The supervisor may refuse any request for flexileave.
- (xviii) The Chairperson or nominee may direct a staff member to work under a standard hours arrangement (7 hours per day with established commencing and finishing times) where it is evident that the staff member is not observing the hours arrangements established under this Agreement or any associated administrative instructions.
- (xix) Where a staff member gives notice of resignation or retirement the staff member should take all reasonable steps to eliminate any additional flexileave or credit or debit hours. No compensation will be paid for any additional flexileave or credit hours on the last day of service. Where a staff member has accumulated debit hours at the completion of the last day of service any monies owing shall be debited accordingly by the forfeiture of annual leave. If the staff member has no annual leave to credit at last day of service, salary will be adjusted accordingly.

10.2 Level 4 Staff

- (i) The ordinary hours of work are 35 hours per week averaged over 52 weeks.
- (ii) The total work hours are as required to perform the work, subject to:
 - (a) usually not more than 10 hours being worked in one day; and
 - (b) hours usually being worked from Monday to Friday.

(iii) If a staff member works for an extended period, then after completing the work and with his/her supervisor's approval, the staff member may take an appropriate period of time off.

11. Overtime

- (i) This clause shall not apply to Level 4 staff.
- (ii) Staff will be entitled to payment of overtime where they are directed to work hours which fall outside the bandwidth.
- (iii) Overtime will be paid at the following rates:
 - (a) overtime worked from Monday to Saturday will be paid for at the rate of time and a half for the first two hours and double time for all hours worked thereafter;
 - (b) all overtime worked on a Sunday will be paid for at the rate of double time;
 - (c) all overtime worked on a Public Holiday Monday to Friday will be paid for at time and one half additional to normal pay for up to 7 hours worked within the bandwidth; hours worked in excess of 7 or outside of the bandwidth will be paid at double time and one half; and
 - (d) all overtime worked on a Public Holiday Saturday and Sunday will be paid at double time and one half.
- (iv) A staff member who, at the direction of the Chairperson or nominee works overtime may elect to take leave in lieu of payment for all or part of the entitlement in respect of the time so worked. Such leave in lieu shall accrue at the equivalent computed overtime rate.

Provided that:-

- (a) where the staff member elects to receive leave in lieu of payment such leave in lieu shall be taken at the convenience of the Tribunal content of
- (b) Such leave in lieu shall be taken in multiples of a quarter day of the trial
- (c) Subject to the convenience of the Tribunal, leave in lieu shall be taken within three months of the date of accrual, except in the case of leave in lieu in respect of work performed on a public holiday, in which case a staff member may elect to have such leave in lieu added to annual leave credits.
- (d) A staff member shall be entitled to payment for the balance of any overtime entitlement not taken as leave in lieu.

12. Allowances

12.1 Meal Allowances

Staff who properly and reasonably incur expenses in obtaining a meal will be paid the following allowances:

ing ai	lowances:	12/7/96	1/9/96
(a)	breakfast, when required to commence work at or before 6.00am;	\$8.60	\$9.45
(b)	evening meal, when required to work beyond 6.00pm;	\$16.45	\$18.10
(c)	lunch on any Saturday, Sunday or Public Holiday, when required to work beyond 2.00pm.	\$11.15	\$12.25

12.2 Higher Duties Allowance

- (i) Staff who are directed to perform the duties of a higher position for at least 5 consecutive working days will be paid an allowance.
- (ii) In each instance, the amount of the allowance will be determined by the Chairperson or nominee.

12.3 Travel Allowances

Staff who undertake approved travel are entitled to payment of a travel allowance to cover the costs of accommodation, meals and incidentals as follows:

(i) For approved travel involving an overnight stay:

Capital Cities and Canberra Elsewhere	12/7/96 \$153.75 per day \$109.50 per day	1/9/96 \$169.15 per day \$120.45 per day
or reasonable actual neces		
Ŭ	12/7/96	<u>1/9/96</u>
Capital Cities and Canberra	\$6.40 per day	\$7.05 per day
Elsewhere	\$8.00 per day	\$8.80 per day
	-	

Elsewhere

(ii) For approved travel involving an overnight stay when accommodation is provided $l_{n_{d_{nex}}}$.

expenses reasonably incurred and paid a daily allowance of $R_{egistrar}$

	12/7/96	1/9/96
Capital Cities and Canberra	\$6.40 per day	\$7.05
Elsewhere	\$8.00 per day	\$8.80

(iii) For approved travel involving no overnight stay:

Meals

		12/7/96	1/9/96
Breakfast	when required to commence	\$8.60	\$9.45
Lunch	travel before 6.00am.	\$11.15	\$12.25
	or the additional expense, whichever is the lesser, when staff are unavoidably put to		
Dinner	additional expense. when required to work or travel beyond 6.30pm.	\$20.25	\$22.30

(iv) For overseas travel regard will be had to current practice from time to time in the NSW public sector.

12.3.1 Excess Travelling Time

The aim of this clause is to compensate staff, who are required to perform duty at a location other than the Tribunal's office, for travelling time outside their normal hours of duty which exceeds that normally taken in travelling between their homes and the Tribunal's office and return.

- (i) "Ordinary Commencing Time" means 9.00 a.m, whether or not a staff member is working under a flexible working hours scheme.
- (ii) "Ordinary Ceasing Time" means 5.00 p.m, whether or not a staff member is working under a flexible working hours scheme.
- (iii) When a staff member, in order to perform their duties, is required to travel outside their normal hours of duty, they may apply for payment or equivalent time off in lieu for excess time occupied in so travelling. Payment or time off in lieu shall be subject to the following conditions:
 - (a) Where travel is on a non-working day:
 - (i) time spent in travelling after 7.30 a.m., and
 - (ii) travel was undertaken by direction of their executive mariagers trans

(b) Where travel is on a working day:

time spent in travelling before their ordinary commencing time or after their ordinary ceasing time, less, in regard to the travelling time on any one day, the time normally taken for the periodic journey from home to headquarters and return.

- (c) Periods of less than one-quarter of an hour on any one day shall be disregarded.
- (d) Travelling time shall not include any period of travel between 11.00 p.m. on any one day and 7.30 a.m. on the following day where the staff member has travelled overnight and sleeping facilities have been provided.
- (e) Travelling time shall be calculated by reference to the time that might reasonably have been taken by the use of the most practical and economic means of transport.

(iv) Waiting Time

Where a staff member qualifies for time off in lieu or payment for excess travelling time and necessary waiting time occurs, such waiting time shall be treated as travelling time subject to the following conditions:

- (a) Where there is no overnight stay with accommodation at a centre away from home or headquarters, one hour shall be deducted from the necessary waiting time between the time of arrival at the centre and the commencement of duty, and one hour shall be deducted from the necessary waiting time between the time of ceasing duty and the time of departure for home or headquarters or another centre.
- (b) Where overnight accommodation is provided at a centre, any time from the completion of arrival at the centre until departure for home or headquarters or another centre shall not count as travelling time except that:
 - (i) where duty is performed on the day of such departure, any necessary waiting time (less 1 hour) from completion of such duty until departure shall be counted;
 - (ii) where no duty is performed on the day of such departure, necessary waiting time (less 1 hour) after the staff member's normal commencing time until such departure shall be counted.

(v) General

(a) Payment for travelling time and waiting time shall be at the staff member's ordinary rate of pay on an hourly basis calculated as follows:

$$\frac{\text{Annual salary}}{1} \times \frac{5}{260.8929} \times \frac{1}{35}$$

- (b) The rate of payment for travel or waiting time on a non-working day shall be the same as that applying to a working day.
- (c) Staff members who are in receipt of a salary in excess of the rate applicable to the rate for Level 2, 6th year plus \$1.00 per annum, shall be paid travelling time or waiting time calculated at the rate applicable to the rate for Level 2, 6th year plus \$1.00 per annum, as adjusted from time to time.
- (d) Time off in lieu or payment for excess travelling time and waiting time will not be granted or made for more than eight hours in any period of 24 consecutive hours.

12.4 First Aid

- (i) An adequate first aid outfit will be provided, maintained and placed under the control of a staff member possessing the necessary first aid qualifications.
- (ii) The staff member so appointed will be paid an allowance at the rate of \$413 per annum.

12.5 Adjustment of Allowances

The travel allowances, meal allowances and first aid allowance to increase in line with movements in the public service.

13. Leave and leave loading

13.1 Public Holidays

Staff are entitled to the following public holidays: New Years Day, Australia Day, Good Friday, Easter Saturday, Easter Monday, Anzac Day, Queen's Birthday, Bank Holiday, Labour Day, Christmas Day, Boxing Day, and any other proclaimed holiday for NSW. Provided that Bank Holiday will be taken as an additional day of leave between Boxing Day and New Years Day.

13.2 Annual Leave

(i) Staff are entitled to annual leave of twenty working days per annum.

- (ii) Annual leave accrues at the rate of 1-2/3 days per month.
- (iii) Staff may accrue up to 40 working days annual leave. Any annual leave accrued beyond 40 working days will be forfeited. However, where owing to work commitments, a staff member is not able to take annual leave applied for, the Chairperson or nominee may approve accumulation of annual leave to 55 days.
- (iv) Upon resignation, retirement or termination of services a staff member who has acquired a right to annual leave is entitled to be paid the monetary value of that leave.
- (v) Where a staff member who has acquired a right to annual leave dies, the deceased estate is entitled to receive the monetary value of the leave due under this clause.
- (vi) Temporary staff engaged for up to 3 months are to be paid 4/48ths of gross earnings, excluding overtime, in lieu of annual leave.

13.3 Annual Leave Loading

- (i) Staff are entitled to payment of an annual leave loading of 17½% of the monetary value of up to four weeks annual leave accrued in a leave year, subject to the provisions below.
- (ii) For the purposes of calculating the annual leave loading the leave year commences on 1 December of each year and ends on the 30 November the following year.
- (iii) Payment of annual leave loading will not be made on any annual leave taken in the first leave year of a staff member's employment i.e. from the date of employment to the following 30 November. The loading on leave accrued in the staff member's first leave year of employment will be paid during the second leave year of employment.
- (iv) Annual leave loading is paid on the first occasion in a leave year, other than the first leave year, when a staff member takes at least two consecutive weeks of leave for recreation purposes. Such leave may be a combination of annual leave and any of the following: public holidays; extended leave; and leave without pay.
- (v) If a staff member has not taken such a period of leave by 30 November each year, that staff member is to be paid the monetary value of that annual leave loading based on leave accrued as at 30 November of the previous leave year.
- (vi) Annual leave loading will only be paid upon retirement or termination by the employer for any reason other than misconduct, when the loading would have been due had the staff member proceeded on two consecutive weeks leave.
- (vii) Annual leave loading is not to be paid where a staff member resigns or is dismissed for misconduct. Where a staff member resigns during a period of annual

leave and does not resume duty after the leave, the staff member must repay any leave loading paid.

13.4 Sick Leave

- (i) Staff are entitled to 15 working days paid sick leave per calendar year. The full annual entitlement is available from 1 January each year.
- (ii) Unused entitlements are fully cumulative.
- (iii) Staff who first commence working with the Tribunal after 1 January will have their annual grant reduced proportionately by applying the following formula:

number of whole months remaining in year ÷ 12 x annual entitlement

- (iv) Staff who are absent from duty because of illness or incapacity should report the absence not later than 1 hour after their normal commencing time.
- (v) Staff who are absent for four consecutive days or more on account of illness will be required to produce a medical certificate in support of an application for sick leave. However, staff may be required to produce a medical certificate for absences of less than four days if required and duly notified by the Chairperson or nominee.
- (vi) In exceptional circumstances the Chairperson or nominee may grant staff additional sick leave or allow the leave to be taken on a half pay basis, including leave to be taken on half pay during extended periods of absence.
- (vii) Temporary staff engaged for up to 3 months are not entitled to paid sick leave.

13.5 Family and Community Service Leave

Family and Community Service Leave is leave which may be granted by the Tribunal to staff members (excluding casual employees) for reasons related to the family responsibilities of, or community service by, the staff member.

- (i) The maximum amount of family and community service leave on full pay, which may be granted is:

 (a) during the first 12 months of service 2½ working days (after the deduction
 - (a) during the first 12 months of service 2½ working days (after the deduction of any family and community service leave granted to the staff member during that period of 12 months); or
 - (b) after the completion of 12 months' service 5 working days in any period of 2 years (after the deduction of family and community service leave granted to the staff member during that period of 2 years); or
 - (c) the period calculated by allowing 1 working day for each completed year of service after the completion of 2 years' continuous service and deducting

therefrom the total amount of family and community service leave granted to the staff member, whichever is the greater.

- (ii) Additionally, a staff member may be granted up to a maximum of 5 days family and community service leave without pay in any year when the amount of paid family and community service leave is exhausted. The amount of any leave without pay that may be granted in any year is to be reduced by the amount of any paid family and community service leave granted to the staff member in that year.
- (iii) Staff can use this leave to meet family activities and community service responsibilities. This could include a need to respond to an emergency situation, for example:-
 - * the illness of a relative;
 - * where a child carer is unable to look after their charge;
 - to arrange and/or attend a funeral of a relative; or
 - * where a staff member is unable to attend work because of adverse weather conditions which either prevent attendance or threaten life or property.
- (iv) It could also be used in the event of planned absences or where some advance notice is given, for example:-
 - to accompany a relative to a medical appointment where there is no element of emergency;
 - * parent/teacher meetings;
 - education week activities;
 - * to meet elder care requirements of a relative.
- (v) Leave for other family and community service requirements may be granted to staff in matters such as those relating to accommodation, citizenship, motor vehicle accidents on the way to work, representing Australia or the State in major amateur sport other than in Olympic/Commonwealth Games and to office holders in local government other than as Mayor for attendance at meetings, conferences or other associated duties.
- (vi) A staff member will not be granted family and community service leave in respect of attendance at court.
- (vii) The definition of "family or relative" for these purposes is the same as that provided for "relative" in Section 49ZYA of the Anti-Discrimination (Age Discrimination) Amendment Act 1993, namely:-
 - (a) any person to whom the person is related by blood, marriage, affinity or adoption; or

(b) any person who is wholly dependant on, or a member of the household of, the person.

13.6 Personal/Carer's Leave

- 13.6.1 A staff member, other than a casual employee, with responsibilities in relation to a class of person set out in 13.6.3 who needs the staff member's care and support, shall be entitled to use, in accordance with this clause, any current or accrued sick leave entitlement, provided for at Clause 13.4 of the agreement, for absences to provide care and support, for such persons when they are ill. Such leave may be taken for part of a single day.
- 13.6.2 The staff member shall, if required, 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. In normal circumstances, a staff member must not take carer's leave under this clause where another person has taken leave to care for the same person.
- 13.6.3 The entitlement to use sick leave in accordance with this clause is subject to:
 - (i) the staff member being responsible for the care of the person concerned; and
 - (ii) the person concerned being:
 - (a) a spouse of the staff member; or
 - (b) a de facto spouse of the staff member of the opposite sex who lives with the staff member as the husband or wife of the staff member on a bona fide domestic basis although not legally married to the staff member; or
 - (c) a child or an adult child (including an adopted child, a step child, a foster child or an ex nuptial child), parent (including a foster parent and legal guardian), grandparent, grandchild or sibling of the staff member or spouse or de facto spouse of the staff member or spouse.
 - (d) a same sex partner who lives with the staff member as the de factor partner of that staff member on a bona fide domestic basis; or
 - (e) a relative of the staff member who is a member of the same household, where for the purposes of this paragraph:
 - (i) 'relative' means a person related by blood, marriage or affinity;
 - (ii) 'affinity' means a relationship that one spouse because of marriage has to blood relatives of the other; and

- (iii) 'household' means a family group living in the same domestic dwelling.
- 13.6.4 A staff member shall, wherever practicable, give the Chairperson or nominee 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 staff member, the reasons for taking such leave and the estimated length of absence. If it is not practicable for the staff member to give prior notice of absence, the staff member shall notify the Chairperson or nominee by telephone of such absence at the first opportunity on the day of absence.
- 13.6.5 A staff member may elect, with the approval of the Chairperson or nominee, to take unpaid leave for the purpose of providing care and support to a member of a class of person set out in 13.6.3 above who is ill.
- 13.6.6 A staff member may use annual leave for this purpose.
- A staff member may use family and community service leave for this 13.6.7 purpose.
- A staff member may elect, with the approval of the Chairperson or nominee, to take time off in lieu of payment for overtime at a time or times agreed with the Chairperson or nominee within twelve (12) months of the said election.
- 13.6.9 Overtime taken as time off in lieu of payment shall be at the equivalent computed overtime rate.
- 13.6.10 If, having elected to take time as leave in accordance with 13.6.8 above, the leave is not taken for whatever reason, payment for time accrued at overtime rates shall be made at the expiry of the twelve (12) month period or on termination.
- Where no election is made in accordance with the Agreement of may take leave in lieu of payment in accordance with Clause 11(iv) of the agreement. 13.6.11 Where no election is made in accordance with 13.6.8, the staff member shall be paid overtime rates in accordance with the Agreement of may elect to

13.7 Leave Without Pay

The Chairperson or nominee may grant leave without pay in appropriate Once leave without pay is commenced it will continue until circumstances. resumption of duty.

13.8 Long Service Leave

- (i) Staff are entitled to credits for long service leave after completion of service as set out below:
 - (a) after 10 years service to 44 working days; and
 - (b) for service beyond 10 years to leave based on 0.2108 working days accrued per week (0.0422 per working day) for service after 10 years.
- (ii) Long service leave may only be taken at times mutually agreed between staff and the Chairperson or nominee. A minimum of ½ a day of long service leave is to be taken at any one time.
- (iii) Staff who have accrued long service leave will upon the termination of their services be paid in lieu of such leave the money value thereof.
- (iv) Where a member of staff has accrued long service leave and dies, the deceased estate is entitled to receive the monetary value of the leave not taken or not completed, computed at the rate of salary the staff member received at the time of death.
- (v) If the services of a staff member with at least 5 years service and less than 10 years service are terminated by either the Tribunal for any reason other than for serious and intentional misconduct, or by the staff member on account of illness, incapacity or domestic or other pressing necessity, the staff member is entitled to:
 - (a) for 5 years service to leave of 22 working days; and
 - (b) for service after 5 years, to additional leave based on 0.0843 working days accrued per week (0.0169 per working day) for service after 5 years.
- (vi) All broken periods of full-time service under the Public Sector Management Act 1988 or the Public Service Acts of 1902 and 1979, shall be recognised for long service leave purposes regardless of the duration of the break or breaks in the staff member's service.
- (vii) A staff member who had a period of service in the public service of another. State, the Commonwealth, a declared authority under the Transferred Officers Extended Leave Act 1961 or in the armed forces of the Commonwealth of Australia and whose service is continuous shall have such service recognised in accordance with the requirements of the Transferred Officers Extended Leave Act, 1961.
- (viii) Staff eligible for recognition of service other than within the NSW Public Service are those whose services are deemed continuous in terms of the Transferred Officers Extended Leave Act, 1961 and who:-

- transferred from a department of the Commonwealth or of any State Public Service to which the various Public Service Acts apply or from the armed forces of the Commonwealth of Australia and were employed in a department subsequent to 24th March 1961; or
- transferred from a Governmental Authority of the Commonwealth or another State or a New South Wales Authority, and were employed in a Department or the Tribunal on or subsequent to the date of publication of a notice in the Government Gazette that such a Governmental Authority or State Authority is declared to be an employer under the Act.
- (ix) When a staff member transfers to the Tribunal from an employer declared under the Transferred Officers Extended Leave Act and where such previous service is accepted by the current employer, all previous service accepted by that previous employer for long service leave purposes shall be taken into account to the same extent as has already been allowed by the previous employer.
- (x) For the purposes of the Transferred Officers Extended Leave Act a staff member's service shall be deemed continuous if:
 - the staff member entered on duty in a NSW Public Service department on the next working day following cessation of employment with the former declared employer; or
 - the staff member has been accepted for employment by the NSW Public Service department prior to the last day of service with the former governmental employer, in which case a break of up to 2 months may be allowed between cessation of duty with the former governmental employer and commencement of duty in a NSW Public Service department.
 - after retrenchment, the officer is re-employed by the same employer within 12 months of the date of retrenchment; or
 - immediately after attending a full-time course of training under the Commonwealth Reconstruction Training Scheme, (CRTS) the officer was re-employed by the same employer. Enterprise A

- 13.9 Maternity Leave

 (i) All female staff, excluding casual employees, shall be entitled to unipaid maternity.

 (ii) Representation of the control of the c
 - up to 9 weeks before the expected date of birth of the child; and (a)
 - up to 12 months after the actual date of birth of the child. (b)

- (ii) A female staff member who prior to the expected date of birth has completed 40 weeks continuous service will be eligible for up to 9 weeks leave on full pay from the date maternity leave commences.
- (iii) Payment for the 9 weeks may be made as follows:
 - in advance in a lump sum; or (a)
 - on a normal fortnightly basis; or (b)
 - at the rate of half pay over 18 weeks on a regular fortnightly basis; or (c)
 - a combination of (b) and (c). (d)
- (iv) A female staff member will formally notify the Chairperson or nominee in writing not less than 4 weeks before the expected date of birth of:
 - (a) the intention to proceed on maternity leave and the date on which maternity leave is intended to commence; and
 - (b) the expected date of birth certified by a medical practitioner; and
 - (c) whether any maternity leave will be taken on a part-time basis and the period of leave to be taken.
- (v) After commencing maternity leave a female staff member may vary the period of leave or any part-time arrangement:
 - (a) once without the consent of the Chairperson or nominee; and
 - (b) any number of times with the consent of the Chairperson or nominee.

Generally, a minimum of 14 days notice of any variation must be given.

- (vi) Maternity leave may be taken as follows:

 - (a) full-time up to a maximum of 12 months from the date of birth; or (b) part-time up to a maximum of 2 years from the date of birth, subject to convenience of the Tribunal: or
 - (c) a combination of (a) and (b) provided that less than 12 months mate leave on a full-time basis is taken and that the balance taken part-time, will conclude before the child's second birthday.
- (vii) Where other paid leave is combined with maternity leave, such combined leave is to be completed before the child's second birthday.

- (viii) As soon as practicable after having the baby, a female staff member will advise the Chairperson or nominee in writing of the baby's date of birth.
- (ix) A female staff member who returns to work after maternity leave has a right to return to her former position regardless of whether the maternity leave was taken on a full-time or part-time basis. The right of return to the former position is forfeited when the staff member does not resume duty at the expiration of 12 months leave (or its part-time equivalent) from the date of birth of the child.
- (x) A female staff member who has returned to full-time duty after less than her full entitlement to maternity leave, shall be entitled to revert to maternity leave either on a full-time or part-time basis if she so elects. This election may be exercised only once and a minimum of 4 weeks notice of her intention to resume maternity leave must be given. However, full-time maternity leave must still be completed before the child's first birthday or part-time maternity leave before the child's second birthday.

13.10 Parental Leave

- (i) Staff are entitled to parental leave as follows:
 - (a) 1 week of unpaid leave from the date of birth of the child; and
 - (b) with the consent of the Chairperson or nominee, where the staff member is to be the primary care-giver:
 - (i) up to 51 weeks unpaid leave on a full time basis; or
 - (ii) up to a maximum of 103 weeks unpaid leave on a part time basis; or
 - (iii) a combination of full time and part time leave provided that the period of leave taken does not exceed the equivalent of 12 months full time leave.

13.11 Special Leave

- (i) Special leave is paid leave which applies to activities not regarded as being on duty and which are not covered by other forms of leave and will be kept to the minimum time necessary in the particular circumstance.
- (ii) Special leave may be granted by the Chairperson or nominee in the following situations:
 - (a) A maximum of 10 days may be granted to attend courses conducted by officially recognised organisations.
 - (b) (i) Examination leave may be granted by the Chairperson or normalized as special leave. It is available for courses of study (either face-to-face courses or correspondence courses) approved under this Agreement.
 - (ii) The period granted for examination leave is to include:

- (a) time actually involved in the examination; and
- (b) necessary travelling time;

but is to be limited

- (c) to a maximum of 5 days in any one year; and
- (d) is not available where an examination is conducted within the normal class timetable during the term/semester, and study time has been granted to the candidate.
- (c) Upon receipt of a certificate of attendance for jury duty issued by the Sheriff or by the Registrar of the court giving particulars of attendances and details of any payments made to the staff member - grant, in respect of any period for which the staff member has been paid out-of-pocket expenses only, special leave on full pay.
- (d) A staff member who is subpoenaed or called as a witness by the Crown (whether in right of the Commonwealth or in right of any State or a Territory of the Commonwealth) must -
 - (i) be granted, for the whole of the period necessary to attend as such a witness, special leave on full pay; and
 - (ii) pay into the NSW Treasury all money paid to them in respect of any such subpoena or call, other than any money paid in respect of reimbursement of necessary expenses properly incurred in answer to that subpoena or call.
- (e) Where a staff member is a volunteer member of:
 - the Public Service Support Group
 - the Volunteer Rescue Association of NSW (or affiliated groups
 - the State Emergency Services
 - the NSW volunteer Fire Brigade
 - the Bush Fire Brigade or
 - the Wireless Institute Civil Emergency Network
 - Cave Rescue Association
 - Volunteer Coastal Patrol
 - Bushwalkers' Federation

special leave of up to 5 days in any period of 12 months may be granted when called upon to assist as a volunteer of one of these organisations.

- Special leave is available for attendance at courses conducted to train or (f) retrain the First-Aid Officer in order to meet Tribunal needs. The cost of the course may be met from Tribunal funds.
- Staff may be granted special leave to give blood, with such leave being (g) restricted to the time reasonably necessary.
- Staff invited to attend retirement preparation seminars conducted by the State Authorities Superannuation Board, may be granted 2 days special leave, with no other concessions.
- Staff who are financial members of professional or learned societies may (i) apply for leave to attend meetings in Australia of those societies. Up to 5 days special leave for attendance at and travelling to and from the conference may be granted provided:
 - (i) it is in the Tribunal's interest for the staff member to attend;
 - (ii) the matters to be dealt with are directly associated with the work of the Tribunal:
 - (iii) it is convenient to the Tribunal for that staff member to be absent from duty;
 - (iv) the full details of the proposed itinerary are submitted; and
 - (v) the staff member has not been granted leave for similar purposes during the previous 12 months.
- Staff who are selected as competitors or officials at the Commonwealth or (j) Olympic Games may be granted up to 4 weeks special leave to enable them to participate in the Games. The same concessions may be applied to competitors or officials taking part in the equivalent Games for the Disabled.

13.12 Military Leave

- (i) Military Leave may be granted to volunteer part-time members of the Defence Forces Reserves. Such leave shall not apply to attendance after working hours and shall be subject to Tribunal convenience. Registered
- (ii) In the period of 12 months commencing on 1 July each year, the following entitlements shall apply:
 - Annual training:
 - (i) for members of the Navy Reserve 13 calendar days on full pay

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- (ii) for members of the Army Reserve 14 calendar days on full pay
- (iii) for members of the Air Force Reserve 16 calendar days on full pay
- (b) Attending a school, class or course of instruction including in a teaching capacity:
 - (i) for members of the Naval Reserve 13 calendar days on full pay
 - (ii) for members of the Army Reserve 14 calendar days on full pay
 - (iii) for members of the Air Force Reserve 16 calendar days on full pay
- (iii) Where a Commanding Officer certifies in writing that it is obligatory for a member of the Reserves to attend training for a period that exceeds the leave normally available, the Chairperson or nominee may grant further military leave on full pay not exceeding 4 calendar days in any one military leave year.
- (iv) A member of the Reserves shall be entitled to up to 1 day to attend the medical examinations and tests for acceptance as a part-time member of the Defence Forces.
- (v) A member of the Reserves shall be allowed the minimum time necessarily spent in travelling to and/or from annual camp provided:
 - (a) leave is only granted for the period during which the member of the Reserves would have normally been required to be on duty; and
 - (b) no pay is received from the Defence Forces for the period granted as Travelling Time.
- (vi) Any further leave required in excess of that provided for in this clause is to be charged against annual leave or long service leave credits or taken as leave without pay.

14. Training and Development

The parties confirm a commitment to training and skill development for staff agreement Tribunal.

14.1 Reimbursement of fees

- (i) Where a staff member undertakes part-time study or training which is approved by the Chairperson or nominee as relevant to the Tribunal's operations, the Tribunal may reimburse all or part of the HECS or fees and/or other course charges.
- (ii) When determining the amount of the HECS or fees and/or other course charges that will be reimbursed, the Chairperson or nominee will consider the following:
 - (a) the skill requirements of the Tribunal;

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- (b) whether or not the expenditure is justified in terms of the Tribunal's objectives and targets; and
- (c) the availability of funds.
- (iii) Reimbursement of HECS or fees will be made on production of evidence of such expenditure and will be subject to satisfactory completion of the course or stage.
- (iv) To be eligible for reimbursement of HECS or fees the staff member must have been employed by the Tribunal for the majority of the academic period in question and be employed at the date the application for reimbursement is made.
- (v) The decision as to whether or not HECS or fees is to be reimbursed, and the decision as to whether to reimburse all or part of the HECS or fees, is entirely at the discretion of the Chairperson or nominee.

14.2 Study Time

- (i) Study time is available to develop the skills and versatility of staff and is granted at the discretion of the Chairperson or nominee.
- (ii) Study time may be granted at full pay to staff who are studying on a part-time basis. It will not be granted to a staff member to attend a course organised essentially for full time students or which, in later stages, requires full time attendance.
- (iii) Study time may be used for:
 - (a) attending compulsory lectures, tutorials, residential schools, field days etc, where these are held during working hours; and/or
 - (b) necessary travel during working hours to attend lectures, tutorials etc. held during or outside working hours; and/or

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- (c) private study; and/or
- (d) accumulation, as outlined in (x)
- (iv) Half an hour is granted for every hour of class attendance required, up to a maximum grant of four hours per week. Where this grant is insufficient to cover essential absences, the necessary extra time is able to be granted. Study time granted in excess of 4 hours per week must be made up.
- (v) Staff who take study time on any particular day must work the contract hours on that day. For example, a staff member who is entitled to 2 hours study time on a Wednesday afternoon, must ensure that they work 5 hours before proceeding on study time.

- (vi) A half-day flexileave or a half-day annual leave may be combined with a half-day study time to cover a full day's absence from duty. Where staff have less than a half-day study time and wish to be absent for a full day, they may take annual leave for the remainder of the day.
- (vii) Study time is not to be taken in any week when classes are not attended. If a staff member attends more than one class, the weekly study time should be reduced correspondingly, when one of those classes is not attended.
- (viii) Study time is an expendable grant which if not used at the nominated time, is lost. If an emergency situation occurs, a staff member may have to give up their normal study time. If circumstances allow, however, such time may be granted on another day during the same week.
- (ix) Study time is not available for repeated subjects unless evidence can be provided that failure to successfully complete the subject at first attempt was caused by circumstances outside the staff member's control. A staff member attending repeat subjects during working hours, for which study time has not been granted, must make up all time taken off in attending those subjects.
- (x) Subject to Tribunal convenience:
 - (a) Staff may choose to accumulate part or all of their study time.
 - (b) Accumulated study time may be taken in any pattern or at any time.
- (xi) Correspondence students are granted study time in the manner outlined in (iv) that is, half an hour for each hour of lecture/tutorial attendance involved in the corresponding face-to-face course, up to a maximum grant of four hours per week. Where there is no corresponding face-to-face course, the institution should be asked to indicate what the attendance requirements would be if such a course existed.
- (xii) Correspondence students may accumulate their study time as outlined in (x) in order to cover any compulsory residential schools.
- (xiii) Block periods of study time may be granted to staff in relation to the research and thesis component of:

* higher degrees

* qualifying studies for admission to higher degrees; or

* Honours studies.

These block periods may be granted on the following basis:

(a) Where a course at any level involves a thesis or major project as well as coursework, the usual study time would be granted for the

coursework, and ten days study time for the thesis/major project component;

- (b) For qualifying studies entirely by thesis the grant is 10 days;
- (c) For masters degree studies by research and thesis only, the total grant is:
 - (i) 25 days for courses of 2 years minimum duration; and
 - (ii) 35 days for courses of 3 years minimum duration.
- (d) For doctoral studies, the total grant for the course is 45 days.
- (xiv) Where a person is undertaking qualifying or higher degree studies by coursework only, normal study time is granted.

14.3 Study Leave

- (i) Study leave for full-time study is granted to assist staff who win scholarships/fellowships/awards or who wish to undertake full-time study and/or study tours. Study leave may be granted for studies at any level, including undergraduate study.
- (ii) The grant for study leave is entirely at the discretion of the Chairperson or nominee and is dependent on:
 - (a) the availability of Tribunal funds
 - (b) the relevance and value of the studies to the Tribunal or the public sector
- (iii) Study leave is granted to staff as leave without pay with financial assistance at the rate of:
 - (a) full pay for studies which are directly relevant to the functions of the Tribunal and can be demonstrated to directly improve the efficiency or effectiveness of the Tribunal or the public sector; or

 Enterprise Agreement
 - (b) half pay for studies which are of appreciable benefit to the efficiency or effectiveness of the Tribunal or the public sector.
- (iv) Studies are considered directly relevant to the efficiency or effectiveness of the Tribunal or the public sector when:
 - (a) the studies relate directly to the staff member's functions and are necessary to enable these to be carried out effectively; or
 - (b) the studies involve research, the results of which are likely to have a significant impact on the Tribunal's operations; or

- (c) the staff member would gain skills and knowledge which are required by the Tribunal; or
- (d) the studies would assist the Tribunal to meet EEO objectives or other special purposes, and the skills and knowledge gained would contribute to improvements in effectiveness and efficiency.
- (v) Studies are considered to be of appreciable benefit to the efficiency or effectiveness of the Tribunal or the public sector when:
 - (a) the studies relate to the staff member's likely future duties and are necessary to enable these to be carried out effectively; or
 - (b) the studies involve research, the results of which are likely to have an impact on the Tribunal's operations; or
 - (c) the staff member would gain skills and knowledge which are required by the Tribunal; or
 - (d) the studies would assist the Tribunal to meet EEO objectives or other special purposes, and the skills and knowledge gained would contribute to improvements in effectiveness and efficiency.
- (vi) An applicant may be granted leave without pay instead of study leave if the Tribunal considers that:
 - the studies proposed are neither directly relevant, nor of appreciable benefit to the effectiveness or efficiency of the Tribunal or the public sector; or
 - (b) financial constraints preclude the grant of study leave; of
 - (c) while the studies proposed are relevant, a scholarship or award word by the applicant provides financial support equivalent to full or half salary en
- (vii) When study leave is granted a "cost-to-the-State" bond must be undertaken by the staff member. The bond requires after-service of:
 - (a) twice the period of study leave granted where financial assistance is at the level of full-pay
 - (b) the same period of study leave granted where financial assistance is at the level of half-pay.

(viii) If the after-service is not completed, the bond requires the staff member to reimburse salary paid for the period of study leave as well as the value of any incremental progression or leave accrued during the period.

15. Part-time Work

Staff who are engaged on a part-time basis will be granted leave and other entitlements on a pro-rata basis.

16. Work from Home

- (i) With the approval of the Chairperson or nominee, staff may work from home.
- (ii) Working from home is to be used particularly in cases where a family member requires care or where a project or report requires urgent completion and this would be assisted by working from home. It also allows staff to work at home when the Chairperson or nominee and the staff member are in agreement that a certain piece of work can be completed efficiently in this manner and where there are no adverse effects on the provision of customer service. It may be possible, by agreement with the Chairperson or nominee, for staff to work from home on an ongoing basis, 1-2 days per week.
- (iii) Generally, working from home will only be approved when:
 - appropriate work is available that can be done at home without (a) supervision and without liaison with other staff;
 - the absence does not adversely affect the performance of the work group or the provision of necessary support services to others;
 - the home environment or circumstances will not prevent staff from (c) completing an amount of work equivalent to what would normally be completed in the office environment; and
 - staff are available for telephone consultation and where possible (d) available to return to the office at short notice.

(iv) Where possible portable computing equipment will be provided to staff to them to work at home. Industrial

17. Part-time Leave Without Pay

Part-time leave without pay may be approved by the Chairperson or nominee full-time staff for a limited period of time.

18. Part-Year Employment

The Chairperson or nominee may grant staff part-year employment by approving a number of weeks unpaid leave per year under current leave without pay provisions. This means that staff work an agreed number of weeks per year, with an agreed number of weeks unpaid leave, and annual leave on a pro-rata basis.

19. Variable Year Employment

Staff, by agreement with the Chairperson or nominee, may elect to take a year of unpaid leave after working for a pre-arranged number of years. Salary is paid for the years worked and for annual leave accrued and the remaining year is unpaid.

20. Job Sharing

With the approval of the Chairperson or nominee, job sharing arrangements may be implemented. Job sharing is a voluntary arrangement in which one job is shared amongst staff working on a part-time basis. Job sharers may be employed on a part-time basis or may be full-time staff on part-time leave without pay.

21. Annual public transport tickets

The Tribunal will centrally purchase annual public transport tickets for interested staff and recover the full cost of the annual ticket in fortnightly salary deductions over the period concerned.

To the extent that the Tribunal bears the opportunity cost of the capital outlay, it is liable to Fringe Benefit Tax. Fringe Benefit Tax is payable by the Tribunal annually on the basis of this cost. The Fringe Benefit Tax costs shall be borne by the Tribunal.

Staff members who wish to purchase their annual tickets through the Tribunal will be required to give a written undertaking that if they leave the Tribunal before the cost of the ticket is fully paid, they will either reimburse the balance to the Tribunal in cash or allow it to be deducted from their final pay.

22. Termination of Employment

- (i) Two weeks notice or payment in lieu of notice applies to permanent and temporary staff.
- (ii) However, in cases of serious or wilful misconduct the Chairperson or nominee may waive notice and no payment in lieu will be due to the staff member.

23. Consultation

- (i) The parties agree to continued consultation to ensure that the implementation of this Agreement realises improvements in service delivery, productivity, efficiency and job satisfaction.
- (ii) The parties will meet as necessary to resolve any difficulties which may arise with the implementation or operation of this Agreement and to discuss possible future improvements.
- (iii) The parties will begin negotiating a new Agreement no later than 1 January 1998.

24. Grievance and Disputes Procedure

- (i) When any grievance or dispute arises at the workplace the staff concerned will take the matter up with their immediate supervisor. The supervisor is to be given the opportunity to investigate the matter and provide a response to the dispute or grievance. The supervisor will advise the staff concerned of the time by which a response will be provided.
- (ii) If the grievance or dispute is not resolved between the staff and their immediate supervisor, or where the matter is of such a nature that direct discussion between the staff and their supervisor would not be appropriate, the staff shall notify a suitable staff representative who shall then take the matter up with the Chairperson or nominee.
- (iii) If the grievance or dispute remains unresolved the parties agree that it may be referred to an appropriate independent arbitrator or mediator, or to the Industrial Relations Commission.
- (iv) Nothing contained in these procedures will preclude the parties from entering into direct negotiations on any matter.
- (v) Whilst these procedures of the other form of limitation of work shall be applied.

 (vi) The parties reserve the right to vary this procedure where it is considered the factor is involved. (v) Whilst these procedures or negotiations are continuing no stoppage of work or any

25. Declaration

The parties to this Agreement declare that this Agreement is the outcome of negotiations freely entered into by the parties and that this Agreement was not signed by either party under duress.

This Agreement is made at Sydney on the day of NOVENCE 1996.

Signed for and on behalf of the Independent Pricing and Regulatory Tribunal by:

Professor T G Parry, Chairperson, Independent Pricing and Regulatory Tribunal.

Signed by the staff of the Independent Pricing and Regulatory Tribunal:

Stephanie Biesaga Analyst

Robert Burford Analyst

Elsie Choy Program Manager

Gary Drysdale Program Manager Mieraga

Witness

Witness

Judith Greenwell Executive Assistant

Nicholas Hague Analyst

Linda Hoskings Database Clerk

Gail Johnston Administration Manager

Clive Lackey Administrative Officer

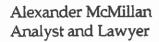
Patrick Lam Analyst

Scott Lennon Analyst

Chien-Ching Lim Analyst

Anne McCawley Administrative Officer

Witness Witness Witness Witness **Vitness** Witness Witness Witness



Sally Mander **Analyst**

Anita Martincic Administrative Officer

Nives Matosin **Analyst**

N. Kumar Rasiah Analyst

Connor Read **Analyst**

Michael Seery Program Manager

Fiona Towers Program Manager

Yannick Tran Analyst

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Genelle Watkins Administration Assistant

Mary West Executive Officer

Scott Young Program Manager Quarteris .

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