

**REGISTER OF
ENTERPRISE AGREEMENTS**

ENTERPRISE AGREEMENT NO: EA09/45

TITLE: Liquor, Hospitality and Miscellaneous Union, New South Wales and New South Wales Teachers Federation Enterprise Agreement

I.R.C. NO: IRC9/1692

DATE APPROVED/COMMENCEMENT: 13 November 2009 / 1 January 2009

TERM: 12

**NEW AGREEMENT OR
VARIATION:** Replaces EA06/60.

GAZETTAL REFERENCE: Published 25 December 2009

DATE TERMINATED:

NUMBER OF PAGES: 12

COVERAGE/DESCRIPTION OF

EMPLOYEES: The agreement applies to all employees employed by the NSW Teachers' Federation, who fall within the coverage of the Miscellaneous Workers' - General Services (State) Award.

PARTIES: New South Wales Teachers Federation -&- the Liquor, Hospitality and Miscellaneous Union, New South Wales Branch

**AUSTRALIAN LIQUOR, HOSPITALITY & MISCELLANEOUS WORKERS UNION
NEW SOUTH WALES BRANCH
AND NEW SOUTH WALES TEACHERS FEDERATION**

This Agreement is made on the 22nd day of July 2009 between the NSW Teachers Federation (hereinafter called the "Employer") and the Australian Liquor, Hospitality & Miscellaneous Workers Union (hereinafter called the "Union").

This Agreement shall be binding upon the Employer and all employees engaged in any of the occupations or callings specified in Miscellaneous Workers' – General Services (State) Award

Table of Contents

1.	Wages.....	2
2.	Hours	2
3.	Rostered Days Off	3
4.	Meal Break.....	3
5.	Tea Breaks	3
6.	Meal Allowance.....	3
7.	Overtime	3
8.	Leading Hand Allowance	4
9.	Casual Employees.....	4
10.	Public Holidays	4
11.	Payment of Wages	4
12.	Uniforms	4
13.	Miscellaneous Conditions	4
14.	Termination of Employment.....	5
15.	Redundancy.....	5
16.	Vacancies	6
17.	Sick Leave	6
18.	Family and Community Service Leave	7
19.	Annual Leave	7
20.	Long Service Leave	7
21.	Parental Leave	8
22.	Workers Compensation	9
23.	Leave Without Pay.....	9
24.	Trade Union Training.....	9
25.	Jury Service	10
26.	Union Membership.....	10
27.	Staff Meetings.....	10
28.	Grievance Procedure.....	10
29.	Dispute Resolution.....	11
30.	General	11
31.	Study Leave.....	11
32.	Superannuation	11
33.	Part-Time Employees	11
34.	Duration of Agreement.....	12

1. Wages and Allowances

	OLD RATE (WEEK) \$	NEW RATE (WEEK) \$	WEEKLY INCREASE \$	CASUAL RATE (HOUR) \$	ANNUAL \$
1 January 2009 to 31 December 2009			4.5%	increase	
Maintenance Worker	838.57	876.31	37.74	26.87	45,567.89
Cleaner – Day	811.57	848.09	36.52	26.01	44,100.71
Cleaner – Night	811.57	848.09	36.52	26.01	44,100.71
Tea Attendant	755.47	789.47	34.00	24.21	41,052.24
Allowances					
Leading Hand	31.42	32.83	1.41		
Uniform	7.58	7.92	0.34		
1 January 2010 to 31 December 2010			4.0%	increase	
Maintenance Worker	876.31	911.36	35.05	27.95	47,390.84
Cleaner – Day	848.09	882.01	33.92	27.05	45,864.71
Cleaner – Night	848.09	882.01	33.92	27.05	45,864.71
Tea Attendant	789.47	821.05	31.58	25.18	42,694.54
Allowances					
Leading Hand	32.83	34.14	1.31		
Uniform	7.29	7.58	0.29		

2. Hours

The ordinary working hours, exclusive of meal times, shall be:

- Day Workers – 7 hours and 30 minutes per day, 37 hours and 30 minutes per week;
- Afternoon Workers – 6 hours and 40 minutes per day, 33 hours and 20 minutes per week;

and shall be worked as follows:

- Day Workers – Commencing at 6.30am and ceasing at 3pm Monday to Friday, inclusive.
- Afternoon Workers – Commencing at 4pm and ceasing at 11pm Monday to Friday, inclusive.

All employees are required to sign in at the time of commencement and at the time of finishing of their respective shifts.

The commencing and finishing times shall not be altered without seven (7) days' notice being given by the Employer to the employees. However, in an emergency, an employer and an employee may agree to change such employee's commencing and ceasing times with less than seven (7) days' notice.

The Employer reserves the right to terminate any shift earlier than the official finishing time without penalty or loss of entitlements to the employees involved.

3. Rostered Days Off

Permanent employees, as at the date of this agreement, shall be entitled to one (1) rostered day off per calendar month.

Employees taking leave of one week or more duration will not be entitled to a rostered day off in either the week prior to or following the completion of such leave.

Rostered days off shall not be cumulative and may be subject to change with the consent of the Building Manager or the Employee Relations Coordinator.

4. Meal Break

Day workers shall be entitled to an unpaid meal break of one (1) hour. These breaks can be staggered and taken at either 12.00pm or 12.30pm. Afternoon workers shall be entitled to a paid meal break of 20 minutes to be taken at 8pm.

5. Tea Breaks

Employees shall be allowed two (2) periods of ten (10) minutes each day, before and after the meal break, for the purpose of taking a tea break at the following times:

- Day Workers – 9am and 2pm
- Afternoon Workers – 6pm and 9pm

Facilities and ingredients (tea, coffee, milk and sugar) shall be provided for employees by the Employer for morning tea, lunch and afternoon tea.

6. Meal Allowance

Employees required to continue work one (1) hour after the employee's normal finishing time Monday to Friday, or after 12pm Saturday or Sunday shall be paid tea money as provided for officers and members of the executive of the Teachers' Federation of NSW.

Employees shall not work beyond one and half (1.5) hours after normal finishing time without stopping for a meal of at least thirty (30) minutes.

Allowances are as follows:

1 January 2009	Lunch - \$11.10	Tea - \$22.00
1 January 2010	Lunch - \$11.50	Tea - \$22.80

7. Overtime

7.1 A payment shall be made at the rate of time and a half for the first two (2) hours and all authorised time worked before the employee's normal starting time or after their normal finishing time, Monday to Friday as prescribed in Clause 1 of this Agreement.

7.2 Payment shall be made at the rate of double time for all authorised time worked:

- 7.2.1 after the first two hours, Monday to Friday;
- 7.2.2 for all time worked on a Saturday;
- 7.2.3 for all time worked on a Sunday

7.3 Payment shall be made at double time for all authorised time on a public holiday as prescribed by Clause 10 of this Agreement, except Christmas Day and Good Friday. In addition to the double time for that day, a day in lieu will also be provided.

7.4 Payments shall be made at the rate of triple time with a day in lieu for all authorised time worked on Christmas Day and Good Friday.

8. Leading Hand Allowance

Employees placed in charge of other employees shall be paid a leading hand allowance in addition to their ordinary wages.

9. Casual Employees

Casual employee means an employee engaged and paid as such but shall not include:

- a day worker working 37.5 ordinary hours; or
- an afternoon worker working 33.3 ordinary hours or more per week in the same work; or
- a cleaner who is required to work a constant number of ordinary hours each week, except where such employee is engaged to relieve a weekly or part-time employee.

Casual employees may be employed subject to a minimum payment of three (3) hours to be made for each start.

10. Public Holidays

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

11. Payment of Wages

Wages shall be paid during the working hours not later than Thursday of each alternate week and shall be made up to the end of the current week for which payment is due.

Overtime shall be paid for within fourteen (14) days after the end of the week in which overtime is worked.

12. Uniforms

The employer shall provide a yearly issue of uniforms to all permanent employees. Employees must wear such uniforms at all times during their working hours. An allowance shall be paid for laundering of uniforms.

13. Miscellaneous Conditions

13.1 Means of Exit: Provisions shall be made for an exit for night employees in case of necessity.

13.2 Board and Lodging: It shall not be made a term of employment that an employee shall board or lodge with the employer.

13.3 Accommodation for Meals: Employers shall allow employees to partake of their meals, or tea breaks in a suitable place protected from the weather and every such employee shall be provided by the employer with adequate facilities for tea making and for heating food.

- 13.4 Rubber Boots: Where permanent employees are required to work in wet conditions they shall be supplied with rubber boots, which shall remain the property of the employer.
- 13.5 Protective Clothing: A permanent employee who is required to work in wet weather conditions shall be supplied by the employer with suitable wet weather clothing, including a waterproof coat or cape, waterproof hat, trousers and boots. Such clothing shall remain the property of the employer.
- 13.6 Work Clothing: Clean overalls or wrap-ons, gloves and safety footwear shall be supplied by the employer to permanent employees where such is required in the performance of duty.
- 13.7 Work Materials: All materials for cleaning purposes, including soap and/or detergent, shall be supplied, including materials for washing up purposes. Such materials shall, where practicable, be kept in a suitable room on the premises separate from any meal or dressing accommodation.
- 13.8 Rubber Gloves
- 13.8.1 Where employees are required to clean toilets or to use acids or other injurious substances they shall be supplied by the employer with rubber gloves which shall be replaced when unserviceable.
- 13.8.2 Where required, employees shall be supplied by the employer with rubber gloves which shall be replaced when unserviceable.
- 13.9 Dressing Accommodation: Where it is necessary or customary for permanent employees to change their dress or uniform, suitable rooms or dressing accommodation and individual lockable lockers shall be provided.

14 Termination of Employment

Employees may be terminated by one (1) week's notice on either side, or by the payment or forfeiture, as the case may be of one (1) week's pay in lieu thereof.

On the termination of employment the Employer shall, at the request of the employee, give such employee a statement signed by the Employer, stating the period of employment and when employment terminated.

15. Redundancy

- 15.1 When it is necessary to make employees redundant the Federation shall in the first instance offer voluntary redundancy with timelines and the opportunity for staff to express interest in redundancy "without prejudice" to their current positions.
- 15.2 The future staffing needs of the Federation will be considered in the light of these expressions of interest in voluntary redundancy.
- 15.3 The transfer of staff across sections will be considered where the staff member has the appropriate skills or qualifications.
- 15.4 Appropriate and reasonable training at Federation's expense will be available to facilitate such transfer.
- 15.5 Exploration of alternate job location in related organisations will occur.

- 15.6 There will be appropriate counselling at Federation's expense.
- 15.7 Federation reserves the right to nominate areas and positions for redundancy on the basis of a review of current needs and following offers of voluntary redundancy.
- 15.8 Redundancy payments will be as follows:
- 15.8.1 4 weeks severance pay; plus
 - 15.8.2 2 weeks pay for each year of service; plus
 - 15.8.3 an additional benefit for staff 45 years of age and over (based on total years of service) as follows:
 - 1 day for each year of service between 0 - 10 years, then:
 - 1½ days for each year of service between 11 - 20 years, then;
 - 2 days for each year of service beyond 21 years.

16. Vacancies

Where a vacancy on the staff is to be filled, such a position is to be filled within two weeks of the vacancy occurring whenever possible. All present employees shall be informed immediately that the vacancy occurs and be given the opportunity to apply in writing and be considered for such a position. The unsuccessful applicants shall be informed of the decision at the same time as the successful applicant is informed.

17. Sick Leave

- 17.1 Permanent employees shall be entitled to fifteen (15) working days in each calendar year of service on full pay, subject to satisfactory evidence to the Employer, after three (3) consecutive days leave.
- 17.2 The employee, at least six (6) hours, where possible, or before the commencement time of his/her shift, shall inform the Building Manager or Employee Relations Coordinator of the inability to attend for duty and, as far as possible, state the nature of the injury or illness and the estimated duration of the absence.
- 17.3 Untaken sick leave shall be cumulative to a maximum of fifteen (15) days for each year of service, and shall be in addition to the leave provided in Clause (a). For the purpose of cumulative sick leave, an employee's service shall be calculated from the date of commencing employment.
- 17.4 A permanent employee who is ill for one (1) week or more whilst on annual leave shall be entitled to sick leave for such illness, provide that the Federation is notified as soon as practicable after such illness occurs and the employee produces a Doctor's Certificate.
- 17.5 Should a permanent employee not be covered adequately by Clause (a), (b), (c), or (d), he/she may make special application to the General Secretary. The General Secretary may grant additional sick leave depending on the nature and the length of the illness and the working record of the employee concerned. All such application would have to be supported by a Doctor's Certificate.
- 17.6 The following guidelines could be applied in the case of an employee falling ill during his/her first year of service. If insufficient sick leave has been accrued to cover the

period of illness the employee may authorise the Employer to deduct any annual leave accrued. Any annual leave deducted will be re-credited when the employee has worked a sufficient period of time to accrue the additional sick leave taken in advance. For each day's annual leave re-credited a day's sick leave will be debited.

17.7 In cases where an employee's sick leave record is of concern to the General Secretary, medical certificates may be required for every absence.

18. Family and Community Service Leave

The General Secretary will consider application in writing from permanent employees for paid leave for up to five (5) days in a twelve (12) month period. Applications for a period of leave that exceed the maximum entitlement may be granted leave without pay or long service leave to credit.

Family and Community Service leave may be used to meet a range of family activities and community services responsibility. This includes a need to respond to an emergency situation such as illness of aged parents funerals, family law, court proceedings where property or custody of children are involved, floods, bush fires, or being snowed in and in special circumstances removal of residence. Such leave could also be used in the event of planned absence for family and community service responsibilities where some advance notice is given.

19. Annual Leave

Permanent employees shall be granted annual leave for six (6) weeks including the Christmas and New Year break shutdown. This leave must not accumulate beyond two years.

17.5% loading will be paid on four (4) weeks annual leave.

Up to eight (8) days compulsory leave between Christmas and New Year may be required by the Employer. This leave shall be part of the six (6) weeks annual leave. At least two (2) months notice of the date of any compulsory close down shall be given by the Employer in writing to employees.

For periods of employment less than twelve (12) months, annual leave and annual leave loading shall be calculated on a pro rata basis.

Applications for leave should be lodged at least four (4) weeks before leave is required. Extenuating circumstances shall be considered.

Annual Leave can not be taken in hours or on half pay.

20. Long Service Leave

20.1 Long service leave shall be granted in accordance with the following provisions:

20.1.1 After ten (10) years permanent service, continuous or broken, three (3) month's leave on full pay.

20.1.2 For each additional year of permanent service, continuous or broken, after ten (10) years, fifteen (15) calendar days leave on full pay.

20.1.3 An employee who has completed at least five (5) years permanent service, and less than ten (10) years and whose services are terminated or cease for

any reason, shall be paid a proportionate amount on the basis of three (3) months for ten (10) years service.

20.1.4 In the case of death of an employee, the Employer shall pay to the employee's legal personal representative, the monetary value of the employee's entitlement. For the purpose of this clause, the employee's legal personal representative shall be:

Where the employee's estate is to be administered following a grant of Probate or Letters of Administration from a Court – the person appointed to administer the estate.

Where sub-paragraph (a) does not apply and the deceased is survived by a spouse – the spouse.

Where sub-paragraph (a) and (b) do not apply to such other persons as appear to the Employer to be appropriate in all the circumstances.

21. Parental Leave

To be eligible for maternity, paternity or adoption leave with pay, employees must have completed twelve (12) months permanent service. Employees with less than twelve (12) months permanent service are eligible for twelve (12) months parental leave without pay.

21.1 Maternity Leave

21.1.1 The period of paid maternity leave shall be fourteen (14) weeks on full pay, or twenty eight (28) weeks on half pay. This payment is to be made either in a lump sum on commencing leave or by fortnightly payments.

21.1.2 Employees can nominate the time of payment for the period of fourteen (14) weeks paid maternity leave, provided it is understood that the payment will be at the rate applicable for the six (6) weeks prior to the anticipated date of birth and the six (6) weeks after.

21.1.3 Maternity leave can commence up to six (6) weeks prior to the anticipated date of birth and may be extended for up to twelve (12) months beyond the date of birth.

21.1.4 Special maternity leave may be taken to recover from a terminated pregnancy, when the child is stillborn or when the mother is ill because of the pregnancy. Paid sick leave may also be taken instead of special maternity leave.

21.2 Paternity Leave

An employee who is the father, or the person accepting responsibility for the care and maintenance of a child, should be given up to one (1) weeks leave with pay around the time of the birth of the child, where he is required to take care of the mother and/or children. This leave may be extended for up to twelve (12) months in order to be the primary care-giver of the child.

21.3 Adoption Leave

21.3.1 If an employee adopts a child under the age of five (5) years, he/she shall be eligible for a maximum of six (6) weeks leave on half pay for the period on and from the date of receiving the child. This leave may be extended for

up to twelve (12) months in order to be the primary care-giver from the date on which he/she takes custody of the child and for such period prior to that date necessary for making arrangement.

- 21.4 An employee who is not the primary care-giver who adopts a child under the age of five years shall be entitled to one week's paid paternity leave.

21.4 General

- 21.4.1 Applications for maternity, paternity or adoption leave must be made in writing to the General Secretary and submitted at least one (1) month prior to the date of which the employees intends to cease duty. Applications should be accompanied by the appropriate documentation. Variation such as an extension or changes following commencement of leave must be made in writing at least four (4) weeks in advance.
- 21.4.2 Employees' on maternity, paternity or adoption leave may use other types of paid leave to which they are entitled under the Agreement, eg. annual leave and long service leave to cover all or part of the period of absence not covered by paid maternity, paternity or adoption leave.
- 21.4.3 The period of maternity, paternity or adoption leave shall count as service for all purposes with the qualification that the period to count as service for recreation leave purposes is limited to twenty six (26) weeks or the period of leave with pay (including paid maternity or paternity leave) whichever is longer.

22. **Workers Compensation**

Employees shall receive normal pay while on Compensation. Sick leave is to be used until workers compensation is confirmed. When workers compensation is confirmed, sick leave will be re-credited to the employee. The Employer shall contribute the difference between the amount paid under the NSW Workers Compensation Act and the amount of salary the employee would have received had they continued to work. The salary shall be made up for a period of six (6) months.

23. **Leave Without Pay**

Applications from members of staff for periods of leave without pay will be considered by the General Secretary in cases where permanent employees have more than two (2) years service. If the approved leave is for a period of up to six (6) months, then the employee's position will be held.

If the approved leave is for a period of more than six (6) months, then the employee's position can not be guaranteed. On return from leave without pay the employee will be appointed to a position and will be given priority for the first available vacancy of a comparable loading to the one previously held.

An employee is entitled to maintain membership of the Teachers Credit Union and Health Society whilst on leave without pay but is personally responsible for contributions or payments to either body.

24. **Trade Union Training**

Permanent employees nominated by the union to attend during ordinary working hours the recognised Trade Union Training Centre in the State shall do so without loss of ordinary pay, subject to the following:

- 24.1 That the Employer receives written notice of nomination from the Union, setting out the time, dates and content.
- 24.2 That not more than one (1) person at a time and not more than three (3) persons per year from the Employer are nominated.
- 24.3 That the Employer shall not be liable to pay an employee attending such a course for more than five (5) days.
- 24.4 That the Employer is satisfied that the course is of such a nature as to be calculated to assist in reducing labour disputes and in advancing industrial relations with employees.

25. Jury Duty

A permanent employee shall be allowed leave of absence during the period when required to attend jury service provided that such leave shall be limited to a maximum of two (2) weeks in any three year period of jury service (the jury roll lasts three years).

During such leave or absence, an employee shall be paid the difference between the jury service fees received and his/her normal rate of pay as if working.

An employee shall be required to produce to the Employer proof of jury service fees received 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.

26. Union Membership

The NSW Teachers Federation and the Staff Representative/s believe it appropriate that all employees covered by this Agreement be members of the Australian Liquor, Hospitality and Miscellaneous Workers Union, New South Wales Branch.

27. Staff Meetings

The staff shall be entitled to a meeting of one (1) hour duration on the first Thursday of each month providing that the time and emergency staff arrangements are agreed upon by the Union Representative and the General Secretary.

28. Grievance Procedure

Procedures relating to grievances of individual employees and/or groups of employees:

- 28.1 The employee is required to notify the Employer if there is a grievance and request a meeting with the Employer.
- 28.2 A grievance must first be dealt with in the workplace if possible and if not resolved an opportunity allowed for further discussions.
- 28.3 Reasonable time limits must be allowed for discussions.
- 28.4 At the conclusion of the discussion, the Employer must provide a response to the employee's grievance including reasons for implementing any proposed remedy.
- 28.5 If the matter is still not resolved, it shall be referred to the Industrial Relations Commission of New South Wales.

28.6 While these procedures are being followed, normal work must continue.

28.7 The employee may be represented by the Union, and the Employer may be represented by the industrial organisation of Employer's.

29. Dispute Resolution

29.1 Subject to the provisions of the Industrial Relations Act 1996, the following procedures will apply:

29.1.1 Should any dispute (including a question or difficulty) arise as to matters occurring in the workplace, then the employee and or the LHMU's workplace representative shall raise the matter with the Employee Relations Manager or Manager of that section as soon as possible.

29.1.2 The Employee Relations Manager or Manager of that section shall discuss that matter with the employee and/or the LHMU's workplace representative within two working days with a view to resolving the matter or by negotiating an agreed method and time frame for proceeding.

29.1.3 Should the above procedure be unsuccessful in producing resolution of the dispute or should the matter be of a nature which involves multiple workplaces, then the employee and or the LHMU may raise the matter with the General Secretary, with the view to resolving the dispute, or by negotiating an agreed method and timeframe for proceeding.

29.1.4 Should the above procedures not lead to resolution of the dispute, then either party may make application to the Industrial Relations Commission of New South Wales.

30. General

Nothing in this Agreement shall operate to reduce or lessen conditions and salaries enjoyed by the persons employed by the NSW Teachers Federation at the date of operation of this Agreement.

31. Study leave

Permanent employees shall be granted up to half day (1/2) per week, subject to the approval of the General Secretary, to undertake courses related to their work or future work in the Federation.

32. Superannuation

The NSW Teachers Federation will meet its obligations under the Superannuation Guarantee Levy provisions. The NSW Teachers Federation will also meet any obligations under any other applicable Parliamentary Acts or Awards.

33. Part-Time Employees

These employees are entitled to all of the foregoing benefits on a pro-rata basis.

34. Duration

This Agreement shall rescind and replace all previous arrangements between the parties.

It shall operate on and from the 1st day of January 2009 and remain in force until the 31st day of December 2010.

Signed for and on behalf of the Australian)
Liquor, Hospitality and Miscellaneous)
Workers Union, New South Wales Branch)

.....
Branch Secretary

.....
Witness

Signed for and on behalf of the)
The NSW Teachers Federation)

.....
General Secretary

.....
Witness