

REGISTER OF ENTERPRISE AGREEMENTS

ENTERPRISE AGREEMENT NO: EA06/56

TITLE: **Sydney Markets Limited Enterprise Agreement 2006**

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COVERAGE/DESCRIPTION OF

EMPLOYEES: The agreement applies to all employees employed by Sydney Markets Limited, who fall within the coverage of the Sydney Markets Award 2003.

PARTIES: Sydney Markets Ltd -&- the New South Wales Local Government, Clerical, Administrative, Energy, Airlines & Utilities Union

SYDNEY MARKETS LIMITED ENTERPRISE AGREEMENT 2006

AGREEMENT

PART A

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PART A

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2. Enterprise, Parties Bound and Objectives

2.1 Enterprise:

Sydney Markets Limited, the authorised body responsible for operating the Sydney Markets complex (located in the Sydney suburb of Sydney Markets, previously Flemington) and the Haymarket in the City of Sydney. The administrative offices are situated in the Market Plaza Building, Parramatta Road, Sydney Markets, NSW, 2129.

2.2 Parties Bound:

Sydney Markets Limited, staff of the employer (whether members of a union or not) engaged in the clerical administration, servicing, maintenance and security of the nominated market complexes and the United Services Union.

2.3 Objectives:

To establish a mutually agreed set of employment conditions for staff, conducive to the efficient and effective operation of the market complexes and at a level of efficiency required by the general public and the companies operating their trading businesses on the site.

3. Term of Agreement

This Agreement prevails over, and shall be read to the exclusion of, the Sydney Markets Award 2003.

The Agreement shall come into force from the beginning of the first pay period to commence on or after 27 January 2006 and remain in force for a period of 3 years.

4. Definitions

"Full-time Employee" means a person engaged to perform the duties of a classification covered by this Agreement for 38 hours each week subject to the conditions set out in subclause 7.1.

"Part-time Employee" means a person engaged to perform the duties of a classification covered by the Agreement for a regular and fixed number of ordinary hours, less than 38 hours each week, subject to the conditions set out in subclause 7.2. The employer may introduce 'job share' arrangements with part-time employees where circumstances suit such arrangements.

"Casual Employee" means a person engaged to work on an hourly basis.

"Employer" means Sydney Markets Limited, ACN: 077 119 290.

5. Classification Structure and Wages

Classification Structure

5.1 All adult employees shall be graded in one of the grades referred to in paragraphs 5.3.1, 5.3.2 and 5.3.3 and informed accordingly in writing within 14 days of appointment to the position.

5.2 An employee shall be graded in the grade where the principal employment duty function is described.

5.3 Market Officer Staff:

5.3.1 Market Officers:

(a) Market Officer Level 1 - duties shall include but not be limited to work described as follows:

(i) Manual tasks;

- (ii) the operation of basic equipment and vehicles requiring little or no previous experience;
 - (iii) basic communication, interpersonal and customer service skills;
 - (iv) Refer to Appendix A for indicative tasks of a Level 1 position.
- (b) Market Officer Level 2 - duties shall include but not be limited to work described as follows:
- (i) Duties of a Market Officer Level 1;
 - (ii) the maintenance and operation of plant, equipment or large vehicles requiring more than a basic level of skill;
 - (iii) collection of revenue including calculation of charges;
 - (iv) basic communication, clerical, interpersonal and customer service skills.
 - (v) Refer to Appendix A for indicative tasks of a Level 2 position.
- (c) Market Officer Level 3 - duties shall include but not be limited to work described as follows:
- (i) Duties of Market Officer Levels 1 and 2;
 - (ii) advanced safety/emergency tasks;
 - (iii) operational, regulatory, security tasks;
 - (iv) intermediate communication, clerical, interpersonal and customer service skills.
 - (v) Refer to Appendix A for indicative tasks of a Level 3 position.
- (d) Market Officer Level 4 duties shall include but not be limited to work described as follows:
- (i) Duties of Market Officer Levels 1, 2 and 3;
 - (ii) assisting in the supervision and co-ordination of the work of Market Officers;
 - (iii) inspecting and reporting duties;
 - (iv) advanced communication, clerical, interpersonal and customer service skills.
 - (v) Refer to Appendix A for indicative tasks of a Level 4 position.

5.3.2 Clerical Staff:

- (a) Clerical Staff Level 1 is described as follows:
- (i) The employee may work under direct supervision with regular checking of progress.
 - (ii) An employee at this grade applies knowledge and skills to a limited range of tasks. The choice of actions required is clear.

- (iii) Usually, work will be performed within established routines, methods and procedures that are predictable, and which may require the exercise of limited discretion.
 - (iv) Refer to Appendix A for indicative tasks of a Grade 1 position.
- (b) Clerical Staff Level 2 is described as follows:
 - (i) The employee may work under routine supervision with intermittent checking.
 - (ii) An employee at this grade applies knowledge and skills to a range of tasks. The choice of actions required is usually clear, with limited complexity in the choice.
 - (iii) Work will be performed within established routines, methods and procedures, which involve the exercise of some discretion and minor decision making.
 - (iv) Refer to Appendix A for indicative tasks of a Grade 2 position.
- (c) Clerical Staff Level 3 is described as follows:
 - (i) The employee may work under limited supervision with checking related to overall progress.
 - (ii) An employee at this grade may be responsible for the work of others and may be required to co-ordinate such work.
 - (iii) An employee at this grade applies knowledge with depth in some areas and a broad range of skills. Usually work will be performed within routines, methods and procedures where some discretion and judgement is required.
 - (iv) Refer to Appendix A for indicative tasks of a Grade 3 position.
- (d) Clerical Staff Level 4 is described as follows:
 - (i) The employee may be required to work without supervision, with general guidance on progress and outcomes sought. Responsibility for the organisation of the work of others may be involved.
 - (ii) An employee at this grade applies knowledge with depth in some areas and a broad range of skills. There is a wide range of tasks, and the range and choice of actions required will usually be complex.
 - (iii) An employee at this grade applies competencies usually applied within routines, methods and procedures where discretion and judgement is required, for both self and others.
 - (iv) Refer to Appendix A for indicative tasks of a Grade 4 position.
- (e) Clerical Staff Level 5 is described as follows:
 - (i) The employee may be supervised by professional staff and may be responsible for the planning and management of the work of others.
 - (ii) An employee at this grade applies knowledge with substantial depth in some areas, and a range of skills which may be varied or highly specific. The employee may receive assistance with specific problems.
 - (iii) An employee at this grade applies knowledge and skills independently and non-routinely. Judgement and initiative are required.

(iv) Refer to Appendix A for indicative tasks of a Grade 5 position.

5.3.3 Maintenance Staff:

- (a) Maintenance Staff - Tradesperson duties shall include but not be limited to trade skills necessary to carry out required maintenance work within the market complex.
- (b) Maintenance Staff - Tradesperson Assistant duties shall include but not be limited to the work of assisting tradesperson.

Wages

5.4 Adults - The minimum rates of wages per week for adult employees shall be the rate of wage as set out in Table 1 - Wage Rates of Part B, Monetary Rates. These shall be the rates for all purposes of the Agreement.

Wage rates shall be calculated to the nearest ten cents and any part of ten cents not exceeding five cents shall be disregarded.

5.5 Juniors - The minimum rates of wages per week for junior employees shall be as set out in Table 1 - Wage Rates of Part B, Monetary Rates.

Junior rates shall be calculated to the nearest ten cents and any part of ten cents not exceeding five cents shall be disregarded.

5.6 Part-time Employees shall be paid at an hourly rate equal to the appropriate weekly rate divided by 38.

5.7 Casual Employees shall be paid at an hourly rate equal to the appropriate weekly rate divided by 38 plus a 17½% loading with a minimum payment of 3 hours' work at the appropriate rate, unless by mutual agreement between the employee and the employer, a lesser period of work may be agreed.

5.8 Wage Rate Reviews: the wage rates applying to employees covered by this agreement shall be increased by 3.5% upon commencement of this agreement. Thereafter, wage rates shall be increased in accordance with movements in the Consumer Price Index (All Groups Sydney) as at December 2006 and December 2007. Such CPI increases will be payable from 27 January 2007 and 27 January 2008.

5.9 Employee Appraisal and Performance Based Payment. Sydney Markets Limited is committed to the improvement of productivity within the workplace and will reward increases in productivity, performance and the achievement of objectives.

In addition to the salaries prescribed by this Agreement, additional remuneration may be awarded to employees based on their individual and/or team performance.

The procedure and criteria used to determine the nature, size and timing of additional performance-based payments will be at the sole discretion of Sydney Markets Limited management.

Sydney Markets Limited will consult with its employees in the performance appraisal process.

6. Contract of Employment

6.1 Employees may be engaged on a full-time, part-time or casual basis.

6.2 Sydney Markets Limited shall inform each employee as to the terms of his/her engagement, and in particular whether he/she is a full-time, part-time or casual employee.

6.3 Where it is specifically stated by the employer in writing at the time of commencement, a full-time or part-time employee may be engaged on a probationary period for up to a maximum of six months, such

probationary period to count for the purposes of determining the actual commencement date of employment.

- 6.4 Employment, other than for casuals, shall be terminated on either side by the giving of notice (or the payment or forfeiture as the case may be) in accordance with the following:

Employee's Period of Continuous Service with the Employer	Period of Notice
Not more than 1 year	At least 1 week
More than 1 year but not more than 3 years	At least 2 weeks
More than 3 years but not more than 5 years	At least 3 weeks
More than 5 years	At least 4 weeks

Increase the period of notice by 1 week if the employee:

- (a) is over 45 years of age, and
- (b) has completed at least 2 years of continuous service.

This does not remove the right of the employer to discharge without notice at any time an employee for serious misconduct, in which case the employee shall be entitled to payment of wages up to the actual time of dismissal.

7. Hours of Work

7.1 Full-time Employees:

The ordinary hours for full-time employees shall not exceed 38 hours each week, Sunday to Saturday.

(Note: Market Officers working the Monday to Friday and the Friday/Saturday/Sunday roster of 34 hours and former Sydney Market Authority administrative staff transferring to Sydney Markets Limited on a 35 hour week will be regarded as full-time employees.)

7.2 Part-time Employees:

The ordinary hours of work shall be less than 38 hours each week, Sunday to Saturday.

(Note: Market Officers working the Monday to Friday and the Friday/ Saturday/Sunday roster of 34 hours and former Sydney Market Authority administrative staff transferring to Sydney Markets Limited on a 35 hour week will be regarded as full-time employees.)

7.3 Commencing/Ceasing Times:

7.3.1 Market and Maintenance Staff:

Ordinary hours of work shall be determined between 2:00 a.m. and 8:00 p.m. to suit the allocated job requirements.

7.3.2 Clerical Staff:

Ordinary hours of work shall be worked between 6:00 a.m. and 8:00 p.m.

7.4 Days of Work:

For full-time employees, the 38 hour week may be worked on any one of the following alternatives -

- (a) By an employee working 7.6 ordinary hours each day; or
- (b) By an employee working up to 12 ordinary hours on one or more days each week; or

- (c) By rostering an employee off on various days of the week during an allocated work cycle.

An individual employee, with the consent of the employer, may, in the case of paragraph (c), substitute the day off for an alternative day off.

7.5 Shift Arrangements:

7.5.1 Market Officers Levels 1 - 4:

(Note: The rates of pay for Market Officers Levels 2 - 4 in Part B - Monetary Rates of this Agreement are inclusive of the all-purpose shift loading of 18%.)

7.5.2 Security Staff

Leave is reserved for the parties to this Agreement to consult on provisions for any future employment of security staff on shift arrangements.

8. Saturday, Sunday & Public Holiday Rates (Ordinary Time)

- 8.1 All ordinary time worked by Clerical and Maintenance staff on a Saturday shall be paid for at the rate of time and one-quarter (T1¼).
- 8.2 All ordinary time worked by Clerical and Maintenance staff on a Sunday shall be paid for at the rate of time and one half (T1½).
- 8.3 All ordinary time worked by any employee on a public holiday shall be paid for at the rate of double time and one half (T2½).

9. Overtime

- 9.1 All overtime must be approved by the manager (or his/her deputy) and each employee shall be required to work reasonable overtime, should the need arise.
- 9.2 Overtime shall be paid for:
- (a) all time worked in excess of 38 hours per week, Monday to Sunday inclusive, except where salary levels specifically include premium rates;
 - (b) all time in excess of rostered hours on any one day;
 - (c) all time worked before the usual commencing time on any usual work day.
- 9.3 The overtime rate shall be single time plus one-half (T1½) for the first 2 hours of overtime on any day and at the rate of double time (T2) thereafter. All overtime worked on a Sunday shall be paid at the rate of double time (T2). Each day shall stand alone.
- 9.4 A minimum payment of 4 hours overtime payment shall be provided for each start on a Saturday, Sunday or Public Holiday.
- 9.5 Where an arrangement is made for an employee to work overtime on other than a normal work day:
- (a) where the employee is given at least 12 hours notice, there will be no entitlement to travelling time between the employee's home and the workplace;
 - (b) where the employee has been given less than 12 hours notice, there will be an entitlement to travelling time (at ordinary pay rate) between the employee's home and the workplace.

9.6 Call Back:

An employee recalled to work overtime, having left the Markets following the completion of ordinary work, and who returns as requested shall be paid overtime rates for the period of such work, provided that a minimum payment of 4 hours (including travelling time) will be made for each recall.

9.7 The provisions of this clause shall not apply to time spent in training in accordance with subclause 22.4(b) of this Agreement.

10. Mixed Functions

An employee who is required to work for greater than half the usual daily ordinary hours on duties carrying a higher rate than the respective employee's ordinary classification shall be paid the higher rate of pay for the day's work. If less than or equal to half the usual daily ordinary hours is worked by an employee on a higher classification, then the employee shall be paid the lower rate for the time so worked.

11. Meal/Crib Breaks and Allowances

11.1 A full-time employee shall not be required to work more than five hours (or an alternative arrangement by mutual agreement) without an unpaid break for a meal. The meal break shall not be less than thirty minutes.

11.2 The employer may alter the commencing time of a regular meal break to suit the work requirements at the time by mutual agreement.

11.3 An employee required to work overtime following the completion of ordinary daily hours of work shall, if required to work more than a further one and one half hours, be entitled to take a paid 15 minute crib break at ordinary rates prior to commencing such overtime. A further paid crib break of 15 minutes at the ordinary pay rate shall be available after each four hours of overtime.

11.4 Where an employee has not been advised on the previous day of a requirement to work overtime, such employee shall be entitled to claim a meal allowance as set out in Table 2 - Allowances of Part B - Monetary Rates of this Agreement.

12. Attendance Recording/Payment of Wages

12.1 Employee attendance records will be with the use of the 'bundy card' system (or other method as may be prescribed by Sydney Markets Limited).

12.2 Wages shall be paid fortnightly through electronic funds transfer with funds available at the employee's bank (or credit union, etc.) auto-teller on Friday morning (or the morning of the last business day prior to the public holiday if Friday is a public holiday). On termination of employment, all pay entitlements shall be lodged into the employee's usual bank account by way of electronic funds transfer immediately following the termination.

13. Clothing

13.1 Where an employee is required to wear a uniform during the course of employment, such uniform will be provided by Sydney Markets Limited. The employee will be responsible for maintaining the uniform in a clean and tidy condition.

13.2 Where the nature of work performed by an employee necessitates suitable water-proof clothing, rubber boots, gloves, eye protection or protective breathing apparatus, Sydney Markets Limited will provide such protective equipment.

14. Public Holidays

14.1 The following days or the days observed as such shall be holidays; New Year's Day, Australia Day, Good Friday, Easter Saturday, Easter Monday, Anzac Day, Queen's Birthday, Labor Day, Christmas

Day, Boxing Day and any other day proclaimed as a public holiday in the State for a special purpose. The employees must be at work on the working day before and after the public holiday in order to qualify for payment for the day unless proof of absence for unforeseeable reasons is provided.

- 14.2 Work done on any public holiday shall be paid for at the rate of double time and one-half (T2½) with a minimum payment of 4 hours.
- 14.3 Notwithstanding the provisions of subclause 14.2, an employee may, in lieu of payment for working on a public holiday, apply for time off at a time mutually agreed with the employer on a time for time basis. (Refer also to subclause 20.4.)

15. Travelling Expenses

- 15.1 An employee in the course of duty required to go to any place away from the usual location of employment shall be reimbursed for all reasonable expenses actually incurred.
- 15.2 An employee in the course of duty required, other than in ordinary time, to go to any place away from the usual location of employment shall be reimbursed for all reasonable expenses actually incurred and in addition shall be paid at the ordinary pay rate for half the time occupied in travelling outside ordinary working hours which is in excess of the time normally occupied in travelling from the employee's home to the usual place of employment.
- 15.3 Where an employee elects to use his/her motor vehicle on a casual or incidental basis, an amount for the kilometres travelled as set out in Table 2 - Allowances of Part B - Monetary Rates of this Agreement shall be allowed to the employee.

16. Sick Leave

- 16.1 An employee, other than a casual employee, with not less than 2 months continuous service with Sydney Markets Limited who is unable to attend for work because of personal illness or injury, not being illness or injury arising from the employee's misconduct or default or from an injury arising out of or in the course of employment, shall be entitled to paid leave of absence, as follows:
 - (a) Not more than 38 hours of ordinary working time in the first year of employment and not more than 76 hours of ordinary working time in the second and subsequent year/s of continuous service.
 - (b) Sick leave not taken in any one year shall accumulate from year to year.
- 16.2 The granting of paid sick leave shall be subject to the following conditions and limitations:
 - (a) An employee shall endeavour to inform Sydney Markets Limited prior to the commencement of an absence (and in any case within 2 hours of the commencement of such absence) of an inability to attend for work, indicating the nature of illness or injury and the estimated duration of the absence.
 - (b) An employee shall not be entitled to paid sick leave on more than three separate occasions for either single day or two day absences in any one sick leave year unless a doctor's certificate is provided.

17. Annual Leave

Full-time employees are entitled to have 4 weeks annual leave each year with part-time employees entitled to a pro-rata amount based on the average number of ordinary hours worked in the year.

See *Annual Holidays Act 1944* (as amended).

18. Long Service Leave

See NSW *Long Service Act* 1955 (as amended).

19. Bereavement Leave

- 19.1 An employee, other than a casual employee, shall be entitled to a maximum of two days bereavement leave without deduction of pay, up to and including the day of the funeral, on each occasion of the death of a person in Australia prescribed in subclause 19.3 of this clause.
- 19.2 The employee must notify the employer as soon as practicable of the intention to take bereavement leave and will provide to the satisfaction of the employer, proof of death.
- 19.3 Bereavement leave shall be available to the employee in respect to the death of a person prescribed for the purposes of personal/carer's leave as set out in subclause 20.1.3(b) of this Agreement. For the purpose of bereavement leave, the employee need not have been responsible for the care of the person concerned.
- 19.4 An employee shall not be entitled to bereavement leave under this clause during any period in respect of which the employee has been granted other leave.
- 19.5 Bereavement leave may be taken in conjunction with other leave available under subclauses 20.2, 20.3, 20.4 and 20.5 of the said clause 20. In determining such a request, the employer will give consideration to the circumstances of the employee and the reasonable operational requirements of the business.

20. Personal Carer's Leave

20.1 Use of Sick Leave:

20.1.1 An employee, other than a casual employee, with responsibilities in relation to a class of person set out in 20.1.3(b) 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 in clause 16, Sick Leave, 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.

20.1.2 The employee 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, an employee must not take carer's leave under this subclause where another person has taken leave to care for the same person.

20.1.3 The entitlement to use sick leave in accordance with this subclause is subject to:

- (a) the employee being responsible for the care of the person concerned; and
- (b) the person concerned being:
 - (i) a spouse of the employee; or
 - (ii) a de facto spouse, who, in relation to a person, is a person of the opposite sex to the first mentioned person who lives with the first mentioned person as the husband or wife of that person on a bona fide domestic basis although not legally married to that person; or
 - (iii) 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 employee or spouse or de facto spouse of the employee; or

- (iv) a partner of the same or opposite sex who lives with the employee as the de facto partner of that employee on a bona fide domestic basis; or
- (v) a relative of the employee who is a member of the same household, where for the purposes of this sub-paragraph: "relative" means a person related by blood, marriage or affinity;
 - (i) "affinity" means a relationship that one spouse because of marriage has to blood relatives of the other; and
 - (ii) "household" means a family group living in the same domestic dwelling.

20.1.4 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.

20.2 Unpaid Leave for Family Purpose:

An employee may elect, with the consent of the employer, to take unpaid leave for the purpose of providing care and support to a member of a class of person set out in 20.1.3(b) who is ill.

20.3 Annual Leave:

20.3.1 An employee may elect with the consent of the employer, subject to the *Annual Holidays Act 1944*, to take annual leave not exceeding five days in single day periods or part thereof, in any calendar year at a time or times agreed by the parties.

20.3.2 Access to annual leave, as prescribed in paragraph 20.3.1 of this subclause, shall be exclusive of any shutdown period provided for elsewhere under this Agreement.

20.4 Time Off In Lieu of Payment for Overtime:

For the purpose only of providing care and support for a person in accordance with this subclause, and despite the provisions of clause 9, Overtime, the following provisions shall apply.

- (a) 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.
- (b) 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.
- (c) 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.
- (d) Where no election is made in accordance with the said paragraph (a), the employee shall be paid overtime rates in accordance with the Agreement.

20.5 Make-up Time:

20.5.1 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 Agreement, at the ordinary rate of pay.

20.5.2 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.

21. Parental Leave

See NSW *Industrial Relations Act* 1996, Chapter 2 - Part 4 - Divisions 1 & 2.

22. Training Leave

22.1 Union Training:

Full-time employees may be selected to attend a relevant training course or program sponsored by the Australian Council of Trade Unions or by the Union will be granted leave of absence while attending such course(s) provided that: -

- (a) no more than 2 employees may have leave of absence under this clause at any one time.
- (b) at least two (2) weeks prior to attendance at the course(s), SML receives written notice of the nomination from the Union Secretary setting out the times, dates, content and venue of course; and
- (c) leave of absence granted will be counted as time worked for the purpose of annual leave, sick leave and long service leave.
- (d) A maximum of ten (10) days paid leave (including travelling time) will be available each calendar year, irrespective of the number of employees granted leave of absence under this clause. Payment will be at the employee's normal rate of pay exclusive of overtime and will be subject to suitable confirmation of attendance.
- (e) Unused available leave under this clause does not carry over into the following year.

22.2 Examination Leave:

On a case by case basis, an employee requiring ordinary time off during normal work time in order to attend an external examination for a work related subject will be granted paid time off to attend such examination.

22.3 Defence Forces Leave:

An employee may apply for leave to attend training with the Australian Defence Force and may be granted up to 2 weeks paid leave (at the employee's base rate excluding overtime, shift and other allowances) for this purpose, providing that:

- (a) the employee makes available satisfactory evidence of having completed at least the equivalent amount of defence force training in his/her own time in the preceding 12 months; and,
- (b) the employee provides satisfactory evidence of having attended the training for the approved period of leave.

22.4 Sydney Markets Limited Training:

Where the employer requires the employee to undertake training:

- (a) and where any such training hours on a rostered day exceed the usual rostered daily hours for the employee, the employee will be granted equivalent time off for hours in excess of that rostered day, at a mutually convenient time.
- (b) and where any such training requires the attendance on a rostered day off for the employee, such time shall not be considered to be part of an employee ordinary hours of work and shall be paid at the rate of time and one quarter of the ordinary rate of pay, (T1¼).

23. Jury Service

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

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

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

24. Redundancy

24.1 Application:

24.1.1 This clause shall apply in respect of full-time and part-time persons employed in the classifications specified by clause 4, Definitions.

24.1.2 This clause shall only apply to employers who employ 15 or more employees immediately prior to the termination of employment of employees, in the terms of subclause 24.4.

24.1.3 Notwithstanding anything contained elsewhere in this Agreement, this clause shall not apply to employees with less than one year's continuous service and the general obligation on employers shall be not more than to give such employees an indication of the impending redundancy at the first reasonable opportunity and to take such steps as may be reasonable to facilitate the obtaining by the employees of suitable employment.

24.1.4 Notwithstanding anything contained elsewhere in this Agreement, this clause shall not apply where employment is terminated as a consequence of conduct that justifies instant dismissal, including malingering, inefficiency or neglect of duty, or in the case of casual employees, apprentices or employees engaged for a specific period of time or for a specified task or tasks or where employment is terminated due to the ordinary and customary turnover of labour.

24.2 Introduction of Change:

24.2.1 Employer's Duty to Notify:

- (a) Where an employer has made a definite decision to introduce major changes in production, program, organisation, structure or technology that are likely to have significant effect on employees, the employer shall notify the employees who may be affected by the proposed changes and the union to which they belong.
- (b) 'Significant effects' include termination of employment, major changes in the composition, operation or size of the employer's workforce or in the skills required, the elimination or diminution of job opportunities, promotion opportunities or job tenure, the alteration of hours of work, the need for retraining or transfer of employees to other work or locations and the restructuring of jobs.

Where this Agreement makes provision for alteration of any of the matter referred to herein, an alteration shall be deemed not to have significant effect.

24.2.2 Employer's Duty to Discuss Change:

The employer shall discuss with the employees affected and the union to which they belong, inter alia, the introduction of the changes referred to in subclause 24.2.1, the effects the changes are likely to have on employees and measures to avert or mitigate the adverse effects of such changes on employees, and shall give prompt consideration to matters raised by the employees and/or the union in relation to the changes.

The discussions shall commence as early as practicable after a definite decision has been made by the employer to make the changes referred to in the said subclause 24.2.1.

For the purposes of such discussions, the employer shall provide to the employees concerned and the union to which they belong all relevant information about the changes, including the nature of the changes proposed, the expected effects of the changes on the employees and any other matters likely to affect employees, provided that any employer shall not be required to disclose confidential information the disclosure of which would adversely affect the employer.

24.3 Redundancy:

Discussions Before Terminations:

- (a) Where an employer has made a definite decision that the employer no longer wishes the job the employee has been doing done by anyone pursuant to subclause 24.2, Introduction of Change, and that decision may lead to the termination of employment, the employer shall hold discussions with the employees directly affected and with the union to which they belong.
- (b) The discussions shall take place as soon as is practicable after the employer has made a definite decision which will invoke the provisions of paragraph (a) of this subclause and shall cover, inter alia, any reason for the proposed terminations, measures to avoid or minimise the terminations and measures to mitigate any adverse effects of any termination on the employees concerned.
- (c) For the purpose of the discussion the employer shall, as soon as is practicable, provide to the employees concerned and the union to which they belong, all relevant information about the proposed terminations, including the reasons for the proposed terminations, the number and categories of employees likely to be affected and the number of employees likely to be affected and the number of employees normally employed and the period over which the terminations are likely to be carried out, provided that the employer shall not be required to disclose confidential information the disclosure of which would adversely affect the employer.

24.4 Termination of Employment:

24.4.1 Notice for Changes in Production, Program, Organisation or Structure:

This paragraph sets out the notice provisions to be applied to terminations by the employer for reasons arising from production, program, organisation or structure, in accordance with subclause 24.2.1(a) of this clause.

- (a) In order to terminate the employment of an employee the employer shall give to the employee the following notice:

Period of Continuous Service	Period of Notice
Less than 1 year	1 week
1 year and less than 3 years	2 weeks
3 years and less than 5 years	3 weeks
5 years and over	4 weeks

In addition to the notice above, employees over 45 years of age at the time of the giving of notice with not less than two years continuous service shall be entitled to an additional week's notice.

- (b) Payment in lieu of notice above shall be made if the appropriate notice period is not given.
- (c) Where the full period of appropriate notice is not given, employment may be terminated by giving part of the period of notice specified and part payment in lieu thereof.

24.4.2 Notice of Technological Change:

This paragraph sets out the notice provision to be applied to terminations by the employer for reasons arising from technology in accordance with subclause 24.2.1(a) of this clause.

- (a) In order to terminate the employment of an employee the employer shall give to the employee three months notice of termination.
- (b) Payment in lieu of notice above shall be made if the appropriate notice period is not given.
- (c) Where the full period of appropriate notice is not given, employment may be terminated by giving part of the period of notice specified and part payment in lieu thereof.

The period of notice required by this subclause to be given shall be deemed to be service with the employer for the purposes of the *Long Service Leave Act 1955*, the *Annual Holidays Act 1944*, or any Act amending or replacing either of these Acts.

24.4.3 Time Off During Notice Period

During the period of notice of termination given by the employer, an employee shall be allowed up to one day's time off without loss of pay during each week of notice, to a maximum of five weeks, for the purpose of seeking other employment.

If the employee has been allowed paid leave for more than one day during the notice period for the purpose of seeking other employment the employee shall, at the request of the employer, be required to produce proof of attendance at an interview or the employee shall not receive payment for the time absent.

24.4.4 Employee Leaving During the Notice Period

If the employment of an employee is terminated (other than for misconduct) before the notice period expires, the employee shall be entitled to the same benefits and payments under this clause had the employee remained with the employer until the expiry of such notice. In such circumstances the employee shall not be entitled to payment in lieu of notice.

24.4.5 Statement of Employment

The employer shall, upon receipt of a request from an employee whose employment has been terminated, provide to the employee a written statement specifying the period of the employee's employment and the classification of or the type of work performed by the employee.

24.4.6 Notice to Centrelink

Where a decision has been made to terminate employees, the employer shall notify Centrelink thereof as soon as possible, giving relevant information, including the number and categories of employees likely to be affected and the period over which the terminations are intended to be carried out.

24.4.7 Centrelink Employment Separation Certificate

The employer shall, upon receipt of a request from an employee whose employment has been terminated, provide to the employee an Employment Separation Certificate in the form provided by Centrelink.

24.4.8 Transfer to Lower Paid Duties

Where an employee is transferred to lower paid duties for reasons set out in subclause 24.2 of this clause, the employee shall be entitled to the same period of notice of transfer as the employee

would have been entitled to if the employee's employment had been terminated and the employer may, at the employer's option, make payment in lieu thereof of an amount equal to the difference between the former ordinary-time rate of pay and the new ordinary-time rate for the number of weeks notice still owing.

24.5 Severance Pay:

24.5.1 Payment

Where the employment of an employee is to be terminated pursuant to subclause 24.4 of this clause, subject to further order of the Industrial Relations Commission of New South Wales, the employer shall pay the following severance pay in respect of a continuous period of service:

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

Years of Continuous Service	Under 45 Years of Age Entitlement
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

- (b) Where an employee is 45 years of age or over, the entitlement shall be in accordance with the following scale:

Years of Continuous Service	45 Years of Age and Over Entitlement
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

'Week's pay' means the all-purpose rate for the employee concerned at the date of termination and shall include in addition to the ordinary rate of pay, over-agreement payments, shift penalties and allowances paid in accordance with this Agreement.

24.5.2 Incapacity to Pay

Subject to an application by the employer and further order of the Industrial Relations Commission, an employer may pay a lesser amount (or no amount) of severance pay than that contained in paragraph 24.5.1 of this clause.

The Industrial Relations Commission shall have regard to such financial and other resources of the employer concerned as the Commission thinks relevant, and the probable effect paying the amount of severance pay in the said paragraph 24.5.1 will have on the employer.

24.5.3 Alternative Employment

Subject to an application by the employer and further order of the Commission, an employer may pay a lesser amount (or no amount) of severance pay than that contained in the said paragraph 24.5.1 if the employer obtains acceptable alternative employment for an employee.

The entitlements set out in this clause are in line with the *Employment Protection Act 1982* (NSW).

24.6 Savings Clause:

Nothing in this clause shall be construed so as to require the reduction or alteration of more advantageous benefits or conditions which an employee may be entitled to under any existing redundancy agreement, taken as a whole, between the union and any employer bound by this Agreement.

25. Exemptions

Except as to the provisions of clause 14 Public Holidays, clause 16 Sick Leave, clause 17 Annual Leave, clause 19 Bereavement Leave, clause 20 Personal Carer's Leave, clause 23 Jury Service, clause 24 Redundancy, this Agreement shall not apply to employees employed by the week who are in receipt of a weekly wage in excess of 15% above the rate set out in Table 1 - Wage Rates of Part B, Monetary Rates for the highest grade in each category of employee classifications in this Agreement, provided that the wage is not inclusive of overtime payments and allowances due to the employee under the terms of this Agreement.

26. Superannuation

Superannuation contributions will be paid in accordance with the provisions of the federal *Superannuation Guarantee Administration Act 1992*, as amended.

27. Occupational Health & Safety

Occupational Health & Safety representation is in accordance with the constitution of the Sydney Markets Occupational Health & Safety Committee.

28. Consultative Committee

A Consultative Committee comprising of 2 staff members (elected by staff) and 2 members (including supervisory personnel) nominated by management will conduct a meeting no less than at 3 monthly intervals. The principal object of having these meetings is to provide an opportunity for an exchange of views between the parties in order to establish acceptable employee/employer relationships and to facilitate skill enhancement and greater job satisfaction.

29. Counselling Procedure

With the object of creating and maintaining a high standard of employer/employees relations, no employee will be terminated (except for serious misconduct which would justify instant dismissal) unless the following procedures have been followed:

- (a) First Counselling (verbal): If Management considers an employee to be unsatisfactory for any reason, the employer shall inform the employee of the unsatisfactory nature of the employee's service and allow the employee the right to respond. If the employee so requests, a witness of his choosing may be present.
- (b) Second Counselling (written): If the employee in the opinion of the employer continues to be unsatisfactory, the company shall again discuss with the employee, in the presence of a witness if requested, the unsatisfactory nature of the employee's service and advise the employee that continuation of such unsatisfactory service will lead to dismissal. This will be committed to writing.
- (c) Third and Final Counselling (written): If after two (2) counsellings the employer considers the employee to continue to be unsatisfactory, then the employee, in the presence of an appropriate employee representative, will be given a final warning. The nature of the unsatisfactory service will be committed to writing.

- (d) Failure by the employee to respond to the final warning will result in the employee being terminated in accordance with the provisions of subclause 6.4 of clause 6, Contract of Employment.

30. Dispute Procedure

The procedure for the resolution of industrial disputation will be in accordance with the *Industrial Relations Act 1996*. These procedural steps are:

30.1 Procedure Relating to a Grievance of an Individual Employee:

30.1.1 The employee is required to notify (in writing or otherwise) the employer as to the substance of the grievance, request a meeting with the employer for bilateral discussions and state the remedy sought.

30.1.2 A grievance must initially be dealt with as close to the source as possible, with graduated steps for further discussion and resolution at higher levels of authority.

30.1.3 Reasonable time limits must be allowed for discussion at each level of authority.

30.1.4 At the conclusion of the discussions, the employer must provide a response to the employee's grievance, if the matter has not been resolved, including reasons for not implementing any proposed remedy.

30.1.5 While a procedure is being followed, normal work must continue.

30.1.6 The employee may be represented by an industrial organisation of employees at any stage of this procedure.

30.2 Procedure for a Dispute Between an Employer and the Employees:

30.2.1 A question, dispute or difficulty must initially be dealt with as close to its source as possible, with graduated steps for further discussion and resolution at higher levels of authority.

30.2.2 Reasonable time limits must be allowed for discussion at each level of authority.

30.2.3 While a procedure is being followed, normal work must continue.

30.2.4 The employer may be represented by an industrial organisation of employers and the employees may be represented by an industrial organisation of employees for the purpose of each procedure.

31. Anti-Discrimination

31.1 It is the intention of the parties bound by this Agreement to seek to achieve the object in section 3(f) of the *Industrial Relations Act 1996* to prevent and eliminate discrimination in the workplace. This includes discrimination on the grounds of race, sex, marital status, disability, homosexuality, transgender identity age and responsibilities as a carer.

31.2 It follows that in fulfilling their obligations under the dispute resolution procedure prescribed by this Agreement the parties have obligations to take all reasonable steps to ensure that the operation of the provisions of this Agreement are not directly or indirectly discriminatory in their effects. It will be consistent with the fulfilment of these obligations for the parties to make application to vary any provision of the Agreement that, by its terms or operation, has a direct or indirect discriminatory effect.

31.3 Under the *Anti-Discrimination Act 1977*, it is unlawful to victimise an employee because the employee has made or may make or has been involved in a complaint of unlawful discrimination or harassment.

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

- (a) any conduct or act which is specifically exempted from anti-discrimination legislation;

- (b) offering or providing junior rates of pay to persons under 21 years of age;
- (c) any act or practice of a body established to propagate religion which is exempted under section 56(d) of the *Anti-Discrimination Act 1977*;
- (d) a party to this Agreement from pursuing matters of unlawful discrimination in any State or federal jurisdiction.

31.5 This clause does not create legal rights or obligations in addition to those imposed upon the parties by the legislation referred to in this clause.

NOTES

- (1) Employers and employees may also be subject to Commonwealth anti-discrimination legislation.
- (2) Section 56(d) of the *Anti-Discrimination Act 1977* provides:

"Nothing in the Act affects ... any other act or practice of a body established to propagate religion that conforms to the doctrines of that religion or is necessary to avoid injury to the religious susceptibilities of the adherents of that religion."

PART B - MONETARY RATES

Table 1 - Wage Rates

Classification	Rate Per Week As at 26/1/06 \$	Rate per Week Effective 27/1/06 \$
Market Officer Staff Level 1	494.34	511.64
Market Officer Staff Level 2	551.61	570.92
Market Officer Staff Level 3	849.37	879.10
Market Officer Staff Level 4	955.54	988.98
Clerical Staff Level 1	569.45	589.38
Clerical Staff Level 2	604.11	625.25
Clerical Staff Level 3	647.91	670.59
Clerical Staff Level 4	714.90	739.92
Clerical Staff Level 5	807.41	835.67
Maintenance Staff – Tradesperson	647.91	670.59
Maintenance Staff - Tradesperson Assistant	569.45	589.38
Junior Rates		
At 17 years of age and under	272.52	282.06
At 18 years of age	328.46	339.96
At 19 years of age	371.16	384.15
At 20 years of age	432.58	447.72

Table 2 - Allowances

Allowance	Amount \$
First Aid Allowance (Paid to Clerical and Maintenance staff who are required to hold a First Aid Certificate and to maintain a First Aid kit.)	9.63 per week
Tradespersons Licences:	
Plumber	0.62 per hour
Gasfitter	0.62 per hour
Drainer	0.52 per hour

Both Plumber/Gasfitter	0.82 per hour
Both Plumber/Drainer	0.82 per hour
Both Gasfitter/Drainer	0.82 per hour
Plumber/Gasfitter/Drainer	1.14 per hour
Pressure Welding Certificate	0.33 per hour
Electricians - A Grade	23.78 per week
Electricians - B Grade	12.81 per week
Tradespersons Tools:	
Electrician	9.77 per week
Fitter/Turner	9.77 per week
Painter	4.44 per week
Plumber	17.93 per week
Carpenter	17.93 per week
Mileage	0.48 per km
Meal	8.68 per meal

APPENDIX A

Indicative Tasks for Staff Classifications

1. Indicative tasks of a Market Officer Level 1 include:

Unit	Element
Communication	Customer Service skills. Receive and relay oral or written messages.
Enterprise	Complete manual tasks as directed. Operate basic mechanical equipment and vehicles requiring little or no previous experience. Undertake cleaning and associated maintenance tasks. Spot clean areas as required.
Team	Complete allocated tasks.

2. Indicative tasks of a Market Officer Level 2 include the indicative duties of a Market Officer Level 1 together with:

Unit	Element
Communication	Complete basic clerical forms. Calculate basic charges and collect revenue. Advise Market users of basic SML policies.
Enterprise	Daily maintenance of mechanical equipment and vehicles as directed. Operate mechanical equipment. Operate large vehicles requiring more than a basic skill level. Ensure that all market areas are kept clean by market storeholders and market customers.

3. Indicative tasks of a Market Officer Level 3 include the indicative duties of a Market Officer Level 2 together with:

Unit	Element
Information Handling	Promote the image of SML as efficient, courteous and responsive. Give clear and correct advice and information to market customers. Assist and help market customers within the parameters of SML systems and procedures. Understand the needs of market customers.

Communication	Advise market users of SML policies. Enforce all the provisions of the SML Regulations and Conditions of Occupancy. Prepare reports and correspondence as required. Issue Warning and Infringement Notices as required. Provide written (or typed) reports when breaches of SML Regulations and Conditions of Occupancy and Use occur. Give evidence in Court if necessary.
Enterprise	Direct traffic and on site car parking. Drive vehicles covered by a Class 1A driver's licence and forklift certificate as instructed. Be responsible for the security, cleanliness and maintenance of vehicles, reporting defects and damage to Team Leader. Ensure that all market areas are kept clean by market storeholders, standholders and market customers.
Technology	Operate computer keyboard equipment. Prepare reports using word processing functions.
Organisational	Maintain a register of forklifts in the markets. Patrol market areas to prevent theft of produce and property and deal with security problems.
Team	Attend any market site or location as directed. Recognise problems and report them to the Team Leader for resolution. Actively participate and co-operate in Staff Training and development programmes.
Business/Financial	Collect revenue and issue receipts. Use and operate cash receipting equipment (cash registers, computer terminals/printers).
Safety	Inspect and maintain fire fighting equipment. Inspect buildings and premises for fire and other hazards. Identify, remove and report any hazard Evacuate buildings or areas in an emergency Use fire fighting equipment to fight and contain fires Maintain and administer First Aid to the injured

4. Indicative tasks of a Market Officer Level 4 include the indicative duties of a Market Officer Level 3 together with:

Unit	Element
Information Handling	Consult and co-operate with other Team Leaders and teams members to ensure the achievement of SML objectives.
Communication	Provide Security advice to standholders and storeholders.
Enterprise	Supervise the work of contractors and report on work performance. Assist with traffic management, designation of parking facilities and card access systems. Prepare reports and correspondence. Attend Management and Industry Meetings and undertake Special Projects as required. Comply with SML policy and procedural directions as issued from time to time.
Technology	Assist with the management and operation of computer systems.
Organisational	Supervise Market Officers Levels 1, 2 and 3 and monitor and regularly report on progress. Assist the Team Leader in designing, developing and implementing plans to improve efficiency. Ensure that set Team and individual Market Officer goals and targets are achieved.

	Instruct and actively participate in training officers. Be responsible for the care and security of SML equipment, vehicles and property.
Team	Be responsible for the supervision and control of market operations within the Team area.
Business/Financial	Assist with the recovery of debts. Maximise revenue collection and monitor revenue control and management procedures
Safety	Provide a clean, safe and healthy environment for Market Officers, users and customers.

5. Indicative tasks of a Level 1 Clerk are:

Unit	Element
Information Handling	Receive and distribute incoming mail. Receive and dispatch outgoing mail. Collate and despatch documents for bulk mailing File and retrieve documents.
Communication	Receive and relay oral and written messages. Complete simple forms.
Enterprise	Identify key functions and personnel. Apply office procedures.
Technology	Operate office equipment appropriate to the tasks to be completed. Open computer file, retrieve and copy data. Close files.
Organisational	Plan and organise a personal daily work routine.
Team	Complete allocated tasks.
Business/Financial	Record petty cash transactions. Prepare banking documents. Prepare business source documents.

6. Indicative tasks of a Level 2 Clerk are:

Unit	Element
Information Handling	Update and modify existing organisational records. Remove inactive files. Copy data on to standard forms.
Communication	Respond to incoming telephone calls. Make telephone calls Draft simple correspondence.
Enterprise	Provide information from own function area. Redirect inquiries and/or take appropriate follow-up action. Greet visitors and attend to their needs.
Technology	Operate equipment. Identify and/or rectify minor faults in equipment. Edit and save information. Produce document from written text using standard format. Shut down equipment.
Organisational	Organise own work schedule. Know roles and functions of other employees.
Team	Participate in identifying tasks for team. Complete own tasks. Assist others to complete tasks.
Business/Financial	Reconcile invoices for payment to creditors. Prepare statements for debtors. Enter payment summaries into journals Post journals to ledger.

7. Indicative tasks of a Level 3 Clerk are:

Unit	Element
Information Handling	Prepare new files. Identify and process inactive files. Record documentation movements.
Communication	Respond to telephone, oral and written requests for information. Draft routine correspondence. Handle sensitive inquiries with tact and discretion.
Enterprise	Clarify specific needs of client/other employees. Provide information and advice. Follow-up on client/employee needs. Clarify the nature of a verbal message. Identify options for resolution and act accordingly.
Technology	Maintain equipment. Train others in the use of office equipment. Select appropriate media. Establish document structure Produce documents
Organisational	Co-ordinate own work routine with others. Make and record appointments on behalf of others. Make travel and accommodation bookings in line with given itinerary.
Team	Clarify tasks to achieve group goals. Negotiate allocation of tasks. Monitor own completion of allocated tasks.
Business/Financial	Reconcile accounts to balance. Prepare bank reconciliation's. Document and lodge takings at bank. Receive and document payment/takings. Despatch statements to debtors. Follow-up and record outstanding accounts. Despatch payments to creditors. Maintain stock control records.

8. Indicative tasks of a Level 4 Clerk are:

Unit	Element
Information Handling	Categorise files. Ensure efficient distribution of files and records. Maintain security of filing system. Train others in the operation of the filing system. Compile report. Identify information source(s) inside and outside the organisation.
Communication	Receive and process a request for information. Identify information source(s). Compose report/correspondence.
Enterprise	Provide information on current service provision and resource allocation within area of responsibility. Identify trends in client requirements.
Technology	Maintain storage media. Devise and maintain filing system. Set printer for document requirements when various setups are available. Design document format. Assist and train network users. Shut down network equipment.

Organisational	Manage diary on behalf of others. Assist with appointment preparation and follow up for others. Organise business itinerary. Make meeting arrangements. Record minutes of meeting. Identify credit facilities. Prepare content of documentation for meetings.
Team	Complete allocated tasks.
Business/Financial	Prepare financial reports. Draft financial forecasts/budgets. Undertake and document costing procedures.

9. Indicative tasks of a Level 5 Clerk are:

Unit	Element
Information Handling	Implement new/improved system. Update incoming publications. Circulate publications. Identify information source(s) inside and outside the organisation.
Communication	Obtain data from external sources. Produce report. Identify need for documents and/or research.
Enterprise	Assist with the development of options for future strategies. Assist with planning to match future requirements with resource allocation.
Technology	Establish and maintain a small network. Identify document requirements. Determine presentation and format of document and produce it.
Organisational	Organise meetings. Plan and organise conference.
Team	Draft job vacancy advertisement. Assist in the selection of staff. Plan and allocate work for the team. Monitor team performance. Organise training for team.
Business/Financial	Administer PAYE salary records. Process payment of wages and salaries. Prepare payroll data.