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# CROWN EMPLOYEES (KINGSFORD SMITH AIRPORT TRAVEL CENTRE) AWARD 2007

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

Review of Award pursuant to Section 19 of the *Industrial Relations Act* 1996.

(No. IRC 586 of 2007)

Before The Honourable Mr Deputy President Harrison

31 July 2007

## REVIEWED AWARD

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#### 2. Title

This award shall be known as the Crown Employees (Kingsford Smith Airport Travel Centre) Award 2007.

### 3. Parties

The parties to this award are the Director of Public Employment and the Public Service Association and Professional Officers' Association Amalgamated Union of New South Wales.

### 4. Definitions

- 4.1 "Afternoon Shift" means a shift commencing at or after 1.30 pm (non-daylight saving - winter) and 2.45 pm (daylight saving - summer) and before 4.00 pm
- 4.2 "Airport Travel Centre" means the Travel Centre operated by NSW Department of State and Regional Development located at Kingsford Smith International Airport, Mascot.
- 4.3 "All Incidence Allowance" means the monetary amount, as prescribed by clause 7, All Incidence Allowance paid to employees to compensate for shiftwork and work performed on Saturdays, Sundays and public holidays.
- 4.4 "Award" means the Crown Employees (Kingsford Smith Airport Travel Centre) Award 2007.
- 4.5 "Base Rate of Salary" means the base salary prescribed by subclause 6.1 of clause 6, Salary, excluding the All Incidence Allowance and Commission.
- 4.6 "Casual Employee" means a person employed on an hourly basis as prescribed by subclause 6.2 of clause 6, Salary.
- 4.7 "Commission" means the monetary incentive, as prescribed by clause 9, Commission paid to employees for selling tourism products.
- 4.8 "Director General" or "Department Head" means the Director General of the NSW Department of State and Regional Development, exercising the functions of the Director of Public Employment, as delegated under s124 of the *Public Sector Employment and Management Act 2002*.
- 4.9 "DPE" means the Director of Public Employment, who is the employer of staff of the Public Service for industrial matters under s129 the *Public Sector Employment and Management Act 2002*.
- 4.10 "DSRD" means the Director-General of the NSW Department of State and Regional Development.
- 4.11 "Employee" means persons employed on a full-time or part-time shift work basis in the position of Travel Consultant or Senior Travel Consultant.
- 4.12 "Morning Shift" means a shift commencing at or after 5.00 am (non-daylight saving - winter) and 06.15 am (daylight saving - summer) and before 10.00 am.
- 4.13 "Ordinary Hours" means for full time employees 35 hours per week Monday to Friday between the hours of 7.30 am and 6.00 pm.
- 4.14 "PSA" or "Union" means the Public Service Association and Professional Officers' Association Amalgamated Union of New South Wales.
- 4.15 "Senior Travel Consultant" means an employee engaged to supervise the operations of the Travel Centre including sales, cashiering, accounts, ticketing staff supervision, in addition to answering inquiries and selling tourism products.
- 4.16 "Shift" means a period working 8 hours and 45 minutes plus half an hour unpaid meal break.
- 4.17 "Supervisor" means a person employed as Supervisor, Airport Travel Centre.

4.18 "Travel Consultant" means an employee engaged to provide a travel and tourism service to the public through the answering, assessment and co-ordination of inquiries and selling tourism products.

## 5. Hours

5.1 Normal working hours for full time employees shall be 35 hours per week.

5.2 The Department Head may require an employee to perform duty beyond the hours determined under subclause (5.1) but only if it is reasonable for the employee to be required to do so. An employee may refuse to work additional hours in circumstances where the working of such hours would result in the employee working unreasonable hours. In determining what is unreasonable the following factors shall be taken into account:

- (a) the employee's prior commitments outside the workplace, particularly the employee's family and carer responsibilities, community obligations or study arrangements;
- (b) any risk to the employee's health and safety;
- (c) the urgency of the work required to be performed during additional hours, the impact on the operational commitments of the organisation and the effect on client services;
- (d) the notice if any given by the Department Head regarding the working of the additional hours, and by the employee of their intention to refuse the working of additional hours; or
- (e) any other relevant matter.

5.3 An employee shall work 8 hour and 45 minute shifts on four days of the week, Monday to Sunday inclusive, between the hours of 5.00 am and 10.45 pm during non-daylight saving time (winter) and 6.15 am to 12 am during daylight saving time (summer).

5.4 Hours shall be worked over two shifts in accordance with the roster attached as Annexure A - Airport Travel Centre Roster.

5.5

Morning shift:	from 5.00 am to 2.15 pm	(non- daylight saving - winter)
Morning shift:	from 6.15 am to 3.30 pm	(daylight saving - summer)
Afternoon shift:	from 1.30 pm to 10.45 pm	(non- daylight saving - winter)
Afternoon shift:	from 2.45 pm to 12.00 am	(daylight saving - summer)

5.6 The commencement and finishing times of morning and afternoon shifts may be varied due to Daylight Saving, the Airport Curfew or the operational requirements of the Airport Travel Centre. The PSA and employees will be given seven calendar days notice of changes to the commencement and finishing times of morning and afternoon shifts.

5.7 An unpaid meal break of half an hour shall be taken during each shift. Such meal breaks shall be taken at a time convenient to the operation of the Airport Travel Centre but not later than 5 hours after the commencement of the shift.

5.8 Employees will be given 12 hours notice of short term changes to the roster and a 10 hour break will apply between shifts, otherwise the Crown Employees (Public Service Conditions of Employment) Reviewed Award 2006 provisions shall apply.

5.9 Employees may mutually agree to swap shifts subject to the approval of the Supervisor.

5.10 A Supervisor shall work 35 hours per week Monday to Friday inclusive and the provisions of the Flexible Working Hours Agreement of 1998, for employees at the Kingsford Smith Travel Centre, shall apply.

## 6. Salary

- 6.1 The base rate of salary for the classifications shall be as set out in Table 1 - Salaries, of Part B, Monetary Rates, in accordance with the Crown Employees (Public Sector – Salaries 2007) Award, or any variation or replacement award.
- 6.2 Casual employees will be paid an hourly rate based on the following formula:
- $$\frac{\text{Full time award rate}}{52.17857} \text{ divided by } 35 = \text{hourly rate}$$
- plus 15% of hourly rate
- plus 4/48 of hourly rate (in lieu of annual leave).
- 6.2.1 For work performed by casual employees outside of ordinary hours and on weekends and public holidays penalty rates as prescribed by the Shiftworkers Case 1972 (72 AR 633) will apply.
- 6.2.2 Casual employees are entitled to be paid Commission as prescribed by clause 9, Commission.
- 6.2.3 Casuals shall also receive the following entitlements in accordance with the Crown Employees (Public Service Conditions of Employment) Reviewed Award 2006:
- (a) Unpaid parental leave in accordance with paragraph 12(iv)(d);
  - (b) Personal Carer's entitlement in accordance with subclause 12(v); and
  - (c) Bereavement entitlement in accordance with subclause 12(vi).

This entitlement is also set out in Appendix A of this Award

- 6.3 Salary for the purpose of determining an employee's entitlements on separation shall be an amount equivalent to the base rate of salary plus Commission for the preceding 12 month period.

## 7. All Incidence Allowance

- 7.1 Employees will be paid an All Incidence Allowance to fully compensate for working morning and afternoon shifts (as prescribed by the Shiftworkers Case 1972) and for work performed on Saturdays, Sundays and public holidays.
- 7.2 Two rosters, one for Winter and one for Summer, will operate. The commencing and finishing times reflect the seasonal needs of the business. The All Incidence Allowance will be as follows:

### Senior Consultants

Winter Allowance	33%*
Summer Allowance	29%*

\*An all up averaged incidence allowance of 31% (i.e. 33%+29% divided by 2 = 31%) will be payable to Senior Consultants for 52 weeks of the year based on the existing roster.

### Consultants

Winter Allowance	28%**
Summer Allowance	26%**

\*\*An all up averaged incidence allowance of 27% (i.e. 28%+26% divided by 2 = 27%) will be payable to Consultants for 52 weeks of the year based on the existing roster.

The Allowance is subject to review should Annexure A - Airport Travel Centre Roster be altered due to a change in the operational requirements of the Airport Travel Centre. The Allowance is payable for the full 52 weeks of the year.

These rates will vary depending on what days public holidays fall year to year and daylight saving provisions.

7.3 Annexure B sets out the agreed formula for determining the All Incidence Allowance.

7.4 Employees are not entitled to additional payment for being rostered off on a public holiday.

### **8. On Call Allowance**

The Supervisor shall be paid an On Call Allowance, as determined by the DPE from time to time, for all time required to be on call as directed by the Director General or his or her delegate.

### **9. Commission**

Employees, including the Supervisor, will be paid a Commission equivalent to 0.75 percent of the value of total ticketed sales (less cancellations). Such Commission is to be paid monthly in arrears on the first available pay day following the completion of each calendar month.

### **10. Part-Time Employees**

Salary and conditions for part-time employees are to be pro rata to the salaries and conditions of full-time employees based on the agreed number of hours worked per week.

### **11. Increments**

11.1 The payment of increments under the rates of pay prescribed in Table 1 - Salaries, of Part B, Monetary Rates, shall be subject to satisfactory performance, including training and development requirements for employees. Increments are payable at the completion of one year's continuous employment following approval in accordance with public sector guidelines.

11.2 Periods of higher duties will count for the purpose of determining the date for incremental progression.

### **12. Leave Loading**

The All Incidence Allowance will be paid for all purposes including annual leave and therefore no annual leave loading is payable.

### **13. Annual Leave**

13.1 To compensate for work performed on Sundays and public holidays, annual leave will accrue in accordance with Crown Employees (Public Service Conditions of Employment) Reviewed Award 2006. Based on the roster (Annexure A - Airport Travel Centre Roster) the rate of accrual shall be 175 hours per year (ie. five weeks per year). Leave shall accrue and be taken as hours, not days.

13.2 The rate of accrual is subject to change should the roster at Annexure A change due to the operational requirements of the Airport Travel Centre.

13.3 Subject to subclause 13.2 at the completion of 12 months continuous service an employee may exercise the option of "cashing in" the fifth week (35 hours) of annual leave accrued pursuant to subclause 13.1. Payment shall be at the employee's base rate of salary plus the All Incidence Allowance.

### **14. Higher Duties**

- 14.1 Higher duties allowance may be paid on a shift by shift basis dependent on operational requirements.
- 14.2 Where an employee performs the whole of the duties and assumes the whole of the responsibilities of that more senior position he or she will, subject to satisfactory performance, be paid the difference between the employee's present rate of pay and the rate of pay that the employee would be paid if appointed to that position.
- 14.3 Where an employee does not possess the skills necessary to perform the whole of the duties and responsibilities of the more senior position at the time of relieving the employee will be paid, subject to satisfactory performance, an allowance based upon the proportion of duties actually performed.

### **15. Salary Packaging Arrangements, Including Salary Sacrifice to Superannuation**

An employee may elect, subject to the agreement of the Department Head, to enter into a Salary Packaging Arrangement in accordance with the provisions of Clause 5 of the Crown Employees (Public Sector - Salaries 2007) Award or any variation or replacement Award.

### **16. Deduction of Union Membership Fees**

- 16.1 The union shall provide the employer with a schedule setting out union fortnightly membership fees payable by members of the union in accordance with the union's rules.
- 16.2 The union shall advise the employer of any change to the amount of fortnightly membership fees made under its rules. Any variation to the schedule of union fortnightly membership fees payable shall be provided to the employer at least one month in advance of the variation taking effect.
- 16.3 Subject to (16.1) and (16.2) above, the employer shall deduct union fortnightly membership fees from the pay of any employee who is a member of the union in accordance with the union's rules, provided that the employee has authorised the employer to make such deductions.
- 16.4 Monies so deducted from employee's pay shall be forwarded regularly to the union together with all necessary information to enable the union to reconcile and credit subscriptions to employees' union membership accounts.
- 16.5 Unless other arrangements are agreed to by the employer and the union, all union membership fees shall be deducted on a fortnightly basis.
- 16.6 Where an employee has already authorised the deduction of union membership fees from his or her pay prior to this clause taking effect, nothing in this clause shall be read as requiring the employee to make a fresh authorisation in order for such deductions to continue.

### **17. Job Sharing**

The Director General or his or her delegate may approve implementation of job-sharing arrangements. Job sharing is a voluntary arrangement in which one job is shared amongst staff working on a part-time basis. Job shares may be employed on a part-time basis or may be full-time staff on part-time leave without pay. Job sharing arrangements shall be agreed to in writing.

### **18. General**

Terms and conditions of employment not prescribed by this award will be in accordance with those that apply generally to public servants in New South Wales.

### **19. Grievance and Dispute Resolution Procedures**

- 19.1 All grievances and disputes relating to the provisions of this award shall initially be dealt with as close to the source as possible, with graduated steps for further attempts at resolution at higher levels of authority within DSRD, if required.

19.2 Step 1 -

19.2.1 The employee(s) will notify in writing the immediate supervisor, or other appropriate person, as to the details of the grievance, dispute or difficulty, request a meeting to discuss the matter, and if possible, state the remedy sought. This meeting should take place within two working days of the notification.

19.2.2 Where the grievance or dispute involves confidential or other sensitive material (including issues of harassment or discrimination under the *Anti-Discrimination Act 1977*) that makes it impractical for the employee to advise their immediate manager the notification may occur to the next appropriate level of management, including where required to the Director General or delegate.

19.2.3 The immediate manager, or other appropriate officer, shall convene a meeting in order to resolve the grievance, dispute or difficulty within two working days, or as soon as practical, of the matter being brought to attention.

19.3 Step 2 - If the matter is not resolved in Step 1, a meeting shall be convened between the employee(s) and, at their request, the PSA delegate, the immediate supervisor and the supervisor's manager. This meeting should take place within two working days of the completion of Step 1.

19.4 Step 3 - If the matter remains unresolved a meeting shall be convened between the employee(s), and at their request the PSA delegate, the immediate supervisor, the supervisor's manager and the Human Resources Manager, and any other member of the senior management team as determined by the Director General. This meeting should take place within two working days of the completion of Step 2.

19.5 Step 4 -

19.5.1 If the matter remains unresolved a meeting should be convened between an official(s) of the PSA, the Human Resources Manager and any other member(s) of the senior management team as determined by the Director General. This action should take place as soon as it is apparent that earlier discussions will not resolve the grievance, dispute or difficulty but no later than four working days or as soon as practical after the completion of Step 3.

19.5.2 In addition, if the matter has not been resolved at the conclusion of this stage of discussions, DSRD will provide a written response to the employee and any other party involved in the grievance, dispute or difficulty concerning action to be taken, or the reason for not taking action, in relation to the matter.

19.6 Step 5 - If the matter remains unresolved after Step 4, it may be referred by either party to the Industrial Relations Commission of New South Wales.

19.7 A employee, at any stage, may request to be represented by the PSA.

19.8 The employee or the PSA on their behalf, or the Director General may refer the matter to the New South Wales Industrial Relations Commission if the matter is unresolved following the use of these procedures.

19.9 The employee, PSA, DSRD and DPE shall agree to be bound by any order or determination by the New South Wales Industrial Relations Commission in relation to the dispute.

19.10 Whilst the Grievance and Dispute Resolution Procedures outlined above are being followed, normal work undertaken prior to notification of the dispute or difficulty shall continue unless otherwise agreed between the parties, or, in the case involving occupational health and safety, if practicable, normal work shall proceed in a manner which avoids any risk to the health and safety of any employee or member of the public.

## **20. Overtime - General**

- 20.1 An employee may be directed by the Department Head to work overtime, provided it is reasonable for the employee to be required to do so. An employee may refuse to work overtime in circumstances where the working of such overtime would result in the employee working unreasonable hours. In determining what is unreasonable, the following factors should be taken into account:
- (a) the employee's prior commitments outside the workplace, particularly the employee's family and carer responsibilities, community obligations or study arrangements;
  - (b) any risk to the employee's health and safety;
  - (c) the urgency of the work required to be performed during additional hours, the impact on the operational commitments of the organisation and the effect on client services;
  - (d) the notice if any given by the Department Head regarding the working of the additional hours, and by the employee of their intention to refuse the working of additional hours; or
  - (e) any other relevant matter.
- 20.2 Payment for overtime shall be made only where the employee works directed overtime.

## **21. Anti-Discrimination**

- 21.1 It is the intention of the parties bound by this award 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.
- 21.2 It follows that in fulfilling their obligations under the dispute resolution procedure prescribed by this award the parties have obligations to take all reasonable steps to ensure that the operation of the provisions of this award 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 award, which, by its terms or operation, has a direct or indirect discriminatory effect.
- 21.3 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.
- 21.4 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 award from pursuing matters of unlawful discrimination in any State or federal jurisdiction.
- 21.5 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.
- (a) Employers and employees may also be subject to Commonwealth anti-discrimination legislation.
  - (b) 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."

## 22. Area, Incidence and Duration

- 22.1 This award shall apply to all the classifications as defined herein.
- 22.2 This award is made following a review under section 19 of the *Industrial Relations Act 1996* and rescinds and replaces the Crown Employees (Kingsford Smith Airport Travel Centre) Award 2003 published 23 April 2004 (344 I.G. 124) and all variations thereof.
- 22.3 The changes made to the award pursuant to the Award Review pursuant to section 19(6) of the *Industrial Relations Act, 1996* and Principle 26 of the Principles for Review of Awards made by the Industrial Relations Commission of New South Wales on 28 April 1999 (310 I.G. 359) and take effect from 31 July 2007.
- 22.4 The Award remains in force until varied or rescinded, the period for which it was made having already expired.

## PART B

### MONETARY RATES

Table 1 - Salaries

Classification	From the first pay period to commence on or after 1 July 2007
	4% \$
Travel Consultant	
Year 1	39,634
Year 2	41,287
Senior Travel Consultant	
Year 1	44,590
Year 2	46,239
Supervisor	
Year 1	52,847
Year 2	54,497

## ANNEXURE A

### AIRPORT TRAVEL CENTRE ROSTER

#### Airport Travel Centre Winter Roster

Senior Travel Consultants  
Winter (30 weeks)

Winter Operating Hours	AM 5.00 am to 2.15 pm	PM 1.30 pm to 10.45 pm					
	DAY						
	FRI	SAT	SUN	MON	TUES	WED	THUR
1	A 0.1	RDO	RDO	A 0.1	A 0.1	A 0.1	RDO
2	RDO	A 0.5	A 0.75	P 0.125	RDO	RDO	P0.125
3	P 0.125	P 0.5	P 0.75	RDO	RDO	RDO	A 0.1
Total shift	0.225	1.0	1.5	0.225	0.1	0.1	0.225

Key		
A	AM shift	10%
P	PM shift	12.5%
Saturday		50%
Sunday		75%
X	No penalty rates paid	
RDO	Rostered Day Off	

**Airport Travel Centre Summer Roster**

Senior Travel Consultants  
Summer (22 weeks)

Summer Operating Hours AM 6.15 am to 3.30 pm	PM 2.45 pm to 12.00 am
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	DAY						
	FRI	SAT	SUN	MON	TUES	WED	THUR
1	AX	RDO	RDO	AX	AX	AX	RDO
2	RDO	A 0.5	A 0.75	P 0.125	RDO	RDO	P0.125
3	P 0.125	P 0.5	P 0.75	RDO	RDO	RDO	AX
Total shift	0.125	1.0	1.5	0.125	0	0	0.125

Key		
A	AM shift	10%
P	PM shift	12.5%
Saturday		50%
Sunday		75%
X	No penalty rates paid	
RDO	Rostered Day Off	

**Airport Travel Centre Winter Roster**

Travel Consultants  
Winter (30 weeks)

Winter Operating Hours AM 5.00 am to 2.15 pm	PM 1.30 pm to 10.45 pm
--	------------------------

	DAY						
	FRI	SAT	SUN	MON	TUES	WED	THUR
1	A 0.1	A 0.5	A 0.75	RDO	RDO	P 0.125	P0.125
2	P 0.125	RDO	RDO	A 0.1	A 0.1	A 0.1	A 0.1
3	RDO	RDO	RDO	P 0.125	P 0.125	RDO	RDO
4.	RDO	P 0.5	P 0.75	RDO	Ps 0.125	Ps 0.125	RDO
Total shift	0.225	1	1.5	0.225	0.35	0.35	0.225

**Airport Travel Centre Winter Roster**

Part-time Travel Consultants - 20 HRS

	DAY						
	FRI	SAT	SUN	MON	TUES	WED	THUR
	AX	A0.5	RDO	RDO	RDO	AX	AX
Total shift	0	0.5	0	0	0	0	0

**Airport Travel Centre Winter Roster**

Part-time Travel Consultants - 15 HRS

	DAY						
	FRI	SAT	SUN	MON	TUES	WED	THUR
	RDO	RDO	A0.75	AX	AX	RDO	RDO
Total shift	0	0	0.75	0	0	0	0

Key		
A	AM shift	10%
P	PM shift	12.5%
Ps	Afternoon shift acting as a Senior Travel Consultant	12.5%
Saturday		50%
Sunday		75%
X	No penalty rates paid	
PT	Part time 7.00 - 12.00	
RDO	Rostered Day Off	

**Airport Travel Centre Summer Roster**

Travel Consultants  
Summer (22 weeks)

Summer Operating Hours AM 6.15 am to 1.30 pm	PM 2.45 pm to 12.00 am
--	------------------------

	DAY						
	FRI	SAT	SUN	MON	TUES	WED	THUR
1	AX	A 0.5	A 0.75	RDO	RDO	P 0.125	P0.125
2	P 0.125	RDO	RDO	AX	AX	AX	AX
3	RDO	RDO	RDO	P 0.125	P 0.125	RDO	RDO
4.	RDO	P 0.5	P 0.75	RDO	Ps 0.125	Ps 0.125	RDO
Total shift	0.125	1.0	1.5	0.125	0.250	0.250	0.250

**Airport Travel Centre Summer Roster**

Part-time Travel Consultants - 20 HRS

	DAY						
	FRI	SAT	SUN	MON	TUES	WED	THUR
	AX	A0.5	RDO	RDO	RDO	AX	AX
Total shift	0	0.5	0	0	0	0	0

**Airport Travel Centre Summer Roster**

Part-time Travel Consultants - 15 HRS

	DAY						
	FRI	SAT	SUN	MON	TUES	WED	THUR
	RDO	RDO	A0.75	AX	AX	RDO	RD O
Total shift	0	0	0.75	0	0	0	0

Key		
A	AM shift	10%
P	PM shift	12.5%
Ps	Afternoon shift acting as a Senior Travel Consultant	12.5%
Saturday		50%
Sunday		75%
X	No penalty rates paid	
PT	Part time 7.30 - 12.30	
RDO	Rostered Day Off	

## ANNEXURE B

### FORMULA FOR DETERMINING ALL INCIDENCE ALLOWANCE

Under the Shift Workers Case of 1972 (72 AR 633) if an employee commences work:

after 4.00 am and before 6.00 am they receive a allowance of 10% in addition to their ordinary rate. That is, for each shift of 8.75 hours starting during this period they would receive an additional  $8.75 \times 0.1 = 0.875$  hours pay.

after 1.00 pm and before 4.00pm they receive an allowance of 12½% in addition to their ordinary rate. That is, for each shift of 8.75 hours starting during this period they would receive an additional  $8.75 \times 0.125 = 1.094$  hours pay.

for Saturday work they get paid 1.5, that is an additional  $0.5 \times 8.75 = 4.375$  hours.

for Sunday work they get paid 1.75, that is an additional  $0.75 \times 8.75 = 6.563$  hours.

for working on a Public Holiday they get paid 2.5, that is an additional  $1.5 \times 8.75 = 13.125$  hours.

Based on the Airport Travel Centre Roster the percentage increase to an employee's salary would be as the calculations detail for each roster in the following sections:

1. Senior Travel Consultant (x3) - Summer Roster

1.1 Rate for 22 weeks, excluding public holidays (8.75 hours per day):

$2.875$  penalty rates divided by 3(number of people) =  $0.96$  per week

$0.96$  per week  $\times 22$  weeks =  $21.08$  per 22 weeks

$21.08 \times 8.75 =$  additional  $184.47$  hours per 22 weeks

$184.47$  hours divided by  $770$  hours per 22 weeks  $\times 100 = 24.00\%$  increase

1.2 Rate for 22 weeks, including Public Holidays (8.75 hour per day):

Normally an additional  $184.47$  hours paid per 22 weeks

Public Holiday	Penalty Rate	P/H Penalties (1.5) multiplied by the number of employees rostered on
Christmas Day	0.125	3.00
Boxing Day	0.125	3.00
Public Service Holiday	0.125	3.00
New Year's Day	0.125	3.00
Australia Day	0.125	3.00
Total	0.625	15.00

Hours to be deducted from basic penalty rates per 22 weeks is 0.625 total penalty rates divided by 3 multiplied by 8.75 hours = 1.8229 hours

Hours to be added to basic penalty rates per 22 weeks due to Public Holidays is 15 penalty rates divided by 3 multiplied by 8.75 hours = 43.75 hours

Total Penalty rates per 22 weeks including Public Holidays 184.47 hours less 1.82hours plus 43.75 hours equals 226.39 hours

% Increase is 226.39 hours divided by 770 hours per 22 weeks = 29.40% increase rounded to 29%.

2. Senior Travel Consultant (x3) - Winter Roster

All Incidence Allowance Calculation:

2.1 Rate for 30 weeks, excluding public holidays (8.75 hours per day):

3.375 penalty rates divided by 3 persons = 1.125 per week

1.125 per week x 30 weeks = 33.75 per 30 weeks

33.75 x 8.75 = additional 295.31 hours per 30 weeks

295.31 hours divided by 1050 hours per 30 weeks x 100 = 28.0 % increase

2.2 Rate for 30 weeks, including public holidays (8.75 hours per day):

Normally an additional 295.31 hours paid per 30 weeks

With the public holidays, the maximum increase in pay would be:

Public Holiday	Penalty Rate	P/H Penalties (1.5) multiplied by the number of employees rostered on
Good Friday	0.225	3.00
Easter Saturday	1.0	3.00
Easter Monday	0.225	3.00
Anzac Day	0.225	3.00
Queens Birthday	0.225	3.00
Labour Day	0.225	3.00
Total	2.125	18

Hours to be deducted from basic penalty rates per 30 weeks is 2.125 total penalty rates divided by 3 multiplied by 8.75 hours = 6.19 hours

Hours to be added to basic penalty rates per 30 weeks due to Public Holidays is 18 penalty rates divided by 3 multiplied by 8.75 hours = 52.5 hours

Total Penalty rates per 30 weeks including Public Holidays 295.31 hours less 6.19hours plus 52.5 hours equals 341.61 hours

% Increase is 341.61 hours divided by 1050 hours per 30 weeks = 32.53% increase rounded to 33%.

3. Travel Consultant (x4) - Summer Roster

3.1 Rate for 22 weeks, excluding public holidays (8.75 hours per day):

3.375 divided by 4 = 0.84 per week

0.84 per week x 22 weeks = 18.56 per 22 weeks

18.56 x 8.75 = additional 162.42 hours per 22 weeks

162.42 hours divided by 770 hours per 22weeks x 100 = 21.00 % increase.

3.2 Rate for 22 weeks, including public holidays (8.75 hour per day):

Normally an additional 162.42 hours paid per 22weeks.

With the Public Holidays the maximum increase in pay would be:

Public Holiday	Penalty Rate	P/H Penalties (1.5) multiplied by the number of employees rostered on
Christmas Day	0.125	3.00
Boxing Day	0.125	3.00
Public Service Holiday	0.250	4.50
New Year's Day	0.125	3.00
Australia Day	0.125	3.00
Total	0.750	16.5

Hours to be deducted from basic penalty rates per 22 weeks is 0.750 total penalty rates divided by 4 multiplied by 8.75 hours = 1.6406 hours

Hours to be added to basic penalty rates per 22 weeks due to Public Holidays is 16.5 penalty rates divided by 4 multiplied by 8.75 hours = 36.09 hours

Total Penalty rates per 22 weeks including Public Holidays 162.42 hours less 1.64 hours plus 36.09 hours equals 196.87 hours

% Increase is 196.87 hours divided by 770 hours per 22 weeks = 25.56% increase rounded to 26%.

4. Travel Consultant (x4) - Winter Roster

4.1 Rate for 30 weeks, excluding public holidays (8.75 hours per day):

3.875 penalty rates divided by 4 persons = 0.97 per week

0.97 per week x 30 weeks = 29.06 per 30 weeks

29.06 x 8.75 = additional 254.31 hours per 30 weeks

254.31 hours divided by 1050 hours per 30 weeks x 100 = 24.0 % increase

4.2 Rate for 30 weeks, including public holidays (8.75 hours per day):

Normally an additional 254.31 hours paid per 30 weeks

With the public holidays, the maximum increase in pay would be:

Public Holiday	Penalty Rate	P/H Penalties (1.5) multiplied by the number of employees rostered on
Good Friday	0.225	3.00
Easter Saturday	1.0	3.00
Easter Monday	0.225	3.00
Anzac Day	0.225	3.00
Queens Birthday	0.225	3.00

Labour Day	0.225	3.00
Total	2.125	18

Hours to be deducted from basic penalty rates per 30 weeks is 2.125 total penalty rates divided by 4 multiplied by 8.75 hours = 4.64 hours

Hours to be added to basic penalty rates per 30 weeks due to Public Holidays is 18 penalty rates divided by 4 multiplied by 8.75 hours = 39.37 hours

Total Penalty rates per 30 weeks including Public Holidays 254.31 hours less 4.64 hours plus 39.37 hours equals 289.03 hours

% Increase is 289.03 hours divided by 1050 hours per 30 weeks = 27.527% increase rounded to 28%.

5. Part Time Travel Consultants 20 hours - Summer Roster

5.1 Rate for 22 weeks, excluding public holidays (5 hours per day):

0.5 divided by 1 = 0.5 per week

0.5 per week x 22 weeks = 11 per 22 weeks

11 x 5 = additional 55 hours per 22 weeks

55 hours divided by 440 hours per 22 weeks x 100 = 12.5% increase.

5.2 Rate for 22 weeks, including public holidays (5 hours per day) :

Normally an additional 55 hours paid per 22 weeks.

With the Public Holidays the maximum increase in pay would be

Public Holiday	Penalty Rate	P/H Penalties (1.5) multiplied by the number of employees rostered on
Christmas Day	0.00	1.50
Boxing Day	0.00	1.50
Public Service Holiday	0.00	1.50
New Year's Day	0.00	1.50
Australia Day	0.00	0.00
Total	0.00	6.00

Hours to be deducted from basic penalty rates per 22 weeks is 0.00 total penalty rates divided by 1 multiplied by 5 hours = 0 hours

Hours to be added to basic penalty rates per 22 weeks due to Public Holidays is 6 penalty rates divided by 1 multiplied by 5 hours = 30 hours

Total Penalty rates per 22 weeks including Public Holidays 55 hours less 0 hours plus 30 hours equals 85 hours

% Increase is 85 hours divided by 440 hours per 22 weeks = 19.3% increase rounded to 19%.

6. Part Time Travel Consultants 20 hours - Winter Roster

6.1 Rate for 30 weeks, excluding public holidays (5 hours per day):

0.5 penalty rates divided by 1 person = 0.5 per week

0.5 per week x 30 weeks = 15 per 30 weeks

15 x 5 = additional 75 hours per 30 weeks

75 hours divided by 600 hours per 30 weeks x 100 = 12.5 % increase

6.2 Rate for 30 weeks, including public holidays (5 hours per day):

Normally an additional 75 hours paid per 30 weeks

With the public holidays, the maximum increase in pay would be:

Public Holiday	Penalty Rate	P/H Penalties (1.5) multiplied by the number of employees rostered on
Good Friday	0.00	1.50
Easter Saturday	0.50	1.50
Easter Monday	0.00	0.00
Anzac Day	0.00	0.00
Queens Birthday	0.00	0.00
Labour Day	0.00	0.00
Total	0.50	3

Hours to be deducted from basic penalty rates per 30 weeks is 0.5 total penalty rates divided by 1 multiplied by 5 hours = 2.5 hours

Hours to be added to basic penalty rates per 30 weeks due to Public Holidays is 3 penalty rates divided by 1 multiplied by 5 hours = 15 hours

Total Penalty rates per 30 weeks including Public Holidays 75 hours less 2.5 hours plus 15 hours equals 87.5 hours

% Increase is 87.50 hours divided by 600 hours per 30 weeks = 14.6% increase rounded to 15%.

7. Part Time Travel Consultants 15 hours - Summer Roster

7.1 Rate for 22 weeks, excluding public holidays (5 hours per day):

0.75 divided by 1 = 0.75 per week

0.75 per week x 22 weeks = 16.5 per 22 weeks

16.5 x 5 = additional 82.5 hours per 22 weeks

82.5 hours divided by 330 hours per 22 weeks x 100 = 25% increase.

7.2 Rate for 22 weeks, including public holidays (5 hours per day) :

Normally an additional 82.5 hours paid per 22weeks.

With the Public Holidays the maximum increase in pay would be



Public Holiday	Penalty Rate	P/H Penalties (1.5) multiplied by the number of employees rostered on
Christmas Day	0.00	0.00
Boxing Day	0.00	0.00
Public Service Holiday	0.00	1.50
New Year's Day	0.00	0.00
Australia Day	0.00	1.50
Total	0.00	3.00

Hours to be deducted from basic penalty rates per 22 weeks is 0.00 total penalty rates divided by 1 multiplied by 5 hours = 0 hours

Hours to be added to basic penalty rates per 22 weeks due to Public Holidays is 3 penalty rates divided by 1 multiplied by 5 hours = 15 hours

Total Penalty rates per 22 weeks including Public Holidays 82.5 hours less 0 hours plus 15 hours equals 97.5 hours

% Increase is 97.5 hours divided by 330 hours per 22 weeks = 29.5% increase rounded to 30%.

8. Part Time Travel Consultants 15 hours - Winter Roster

8.1 Rate for 30 weeks, excluding public holidays (5 hours per day):

0.75 penalty rates divided by 1 person = 0.75 per week

0.75 per week x 30 weeks = 22.5 per 30 weeks

22.5 x 5 = additional 112.5 hours per 30 weeks

112.5 hours divided by 450 hours per 30 weeks x 100 = 25 % increase

8.2 Rate for 30 weeks, including public holidays (5 hours per day):

Normally an additional 112.5 hours paid per 30 weeks

With the public holidays, the maximum increase in pay would be:

Public Holiday	Penalty Rate	P/H Penalties (1.5) multiplied by the number of employees rostered on
Good Friday	0.00	0.00
Easter Saturday	0.00	0.00
Easter Monday	0.00	1.50
Anzac Day	0.00	1.50
Queens Birthday	0.00	1.50
Labour Day	0.00	1.50
Total	0.00	6

Hours to be deducted from basic penalty rates per 30 weeks is 0 total penalty rates divided by 1 multiplied by 5 hours = 0 hours

Hours to be added to basic penalty rates per 30 weeks due to Public Holidays is 6 penalty rates divided by 1 multiplied by 5 hours = 30 hours

Total Penalty rates per 30 weeks including Public Holidays 112.5 hours less 0 hours plus 30 hours equals 142.5 hours

% Increase is 142.5 hours divided by 450 hours per 30 weeks = 31.7% increase rounded to 32%.

## APPENDIX A

### ENTITLEMENTS FOR CASUAL EMPLOYEES

(i) Casual employees are entitled to unpaid parental leave under Chapter 2, Part 4, Division 1, section 54, Entitlement to Unpaid Parental Leave, in accordance with the *Industrial Relations Act 1996*. The following provisions shall also apply in addition to those set out in the *Industrial Relations Act 1996* (NSW).

(a) The Department Head must not fail to re-engage a regular casual employee (see section 53(2) of the Act) because:

(A) the employee or employee's spouse is pregnant; or

(B) the employee is or has been immediately absent on parental leave.

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

(ii) Personal Carers entitlement for casual employees

(a) Casual employees are entitled to not be available to attend work, or to leave work if they need to care for a family member described in (iii) below who is sick and requires care and support, or who requires care due to an unexpected emergency, or the birth of a child. This entitlement is subject to the evidentiary requirements set out below in (d), and the notice requirements set out in (e).

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

(c) A Department Head must not fail to re-engage a casual employee because the employee accessed the entitlements provided for in this clause. The rights of an employer to engage or not to engage a casual employee are otherwise not affected.

(d) The casual employee shall, if required,

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

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

In normal circumstances, a casual employee must not take carer's leave under this subclause where another person had taken leave to care for the same person.

(e) The casual employee must, as soon as reasonably practicable and during the ordinary hours of the first day or shift of such absence, inform the employer of their inability to attend for duty. If it is not reasonably practicable to inform the employer during the ordinary hours of the first day or shift of such absence, the employee will inform the employer within 24 hours of the absence.

(iii) A family member for the purposes of paragraph (ii) (a) above is:

(a) a spouse of the staff member; or

- (b) a de facto spouse being a person of the opposite sex to the staff member who lives with the staff member as her husband or his wife on a bona fide domestic basis although not legally married to that 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 or legal guardian), grandparent, grandchild or sibling of the staff member or of the spouse or de facto spouse of the staff member; or
- (d) a same sex partner who lives with the staff member as the de facto partner of that staff member on a bona fide domestic basis; or a relative of the staff member who is a member of the same household, where for the purposes of this definition:-

"relative" means a person related by blood, marriage, affinity or Aboriginal kinship structures;

"affinity" means a relationship that one spouse or partner has to the relatives of the other; and

"household" means a family group living in the same domestic dwelling.

(iv) Bereavement entitlements for casual employees

- (a) Casual employees are entitled to not be available to attend work, or to leave work upon the death in Australia of a family member on production of satisfactory evidence (if required by the employer).
- (b) The Department Head and the casual employee shall agree on the period for which the employee will be entitled to not be available to attend work. In the absence of agreement, the employee is entitled to not be available to attend work for up to 48 hours (i.e. two days) per occasion. The casual employee is not entitled to any payment for the period of non-attendance.
- (c) A Department Head must not fail to re-engage a casual employee because the employee accessed the entitlements provided for in this clause. The rights of an employer to engage or not engage a casual employee are otherwise not affected.
- (d) The casual employee must, as soon as reasonably practicable and during the ordinary hours of the first day or shift of such absence, inform the employer of their inability to attend for duty. If it is not reasonably practicable to inform the employer during the ordinary hours of the first day or shift of such absence, the employee will inform the employer within 24 hours of the absence.

R. W. HARRISON *D.P.*