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**CROWN EMPLOYEES (GREYHOUND AND HARNESS RACING
REGULATORY AUTHORITY - GREYHOUND RACING
EMPLOYEES) AWARD 2007**

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

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

(No. IRC 838 of 2007)

Before Mr Deputy President Grayson

26 July 2007

REVIEWED AWARD**Arrangement**

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PART B**MONETARY RATES**

Table 1 - Rates of Pay

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Appendix B

1. Definitions

"Association" means the Public Service Association and Professional Officers Association of New South Wales.

"Award" means the Crown Employees (Greyhound and Harness Racing Regulatory Authority - Greyhound Racing Employees) Award 2007.

"Chief Executive" means the Chief Executive of the GHRRA.

"DPE" means the Director of Public Employment, as established under the *Public Sector Employment and Management Act* 2002.

"Employee" means and includes all staff employed by the GHRRA to carry out functions associated with Greyhound racing.

"GHRRA" means Greyhound and Harness Racing Regulatory Authority Division.

"Service" means continuous service in a position covered by the Award. Future appointees shall be deemed to have the years of service indicated by the salaries at which they are appointed.

2. Salaries

Salaries for employees covered by this Award are set out at Part B Monetary Rates Table 1 - Rates of Pay of the Award. These salaries shall vary in line with any movement of the Crown Employees (Public Sector - Salaries 2007) Award or variation or replacement award to the grades listed by each position.

Casual Stewards - Inquiries

- (a) The fee for casual stewards shall be reviewed on 1 January each year, in line with the Consumer Price Index (All Capital Cities weighted average, all groups, between the December quarters).
- (b) Casual Stewards shall be paid a fee for all inquiries conducted outside of race meetings. The fee shall be \$93.50 for any inquiry lasting four (4) hours or less. A fee of \$187.00 shall be paid for all inquiries longer than four (4) hours. Casual Stewards shall be entitled to such fees for inquiries conducted at race meetings where the inquiry begins before, or concludes after a race meeting.
- (c) Casuals shall also receive the following entitlements in accordance with the Crown Employees (Public Service Conditions of Employment) Reviewed Award 2006:
 - (i) Unpaid parental leave in accordance with paragraph 12(iv)(d);
 - (ii) Personal Carer's entitlement in accordance with subclause 12(v); and
 - (iii) Bereavement entitlement in accordance with subclause 12(vi).

This entitlement is also set out at Appendix A of this Award.

3. Travelling Arrangements

Stewards:

Newcastle based Stewards shall be granted time in lieu for any travel time between home and Head Office, over and above two (2) hours for the return trip home to home.

4. Increments

The payment of increments under the scale of salaries prescribed by Part B, Table 1 - Rates of Pay of the Award shall be subject to approval by the Chief Executive.

Increments shall be paid providing the Chief Executive is satisfied with the conduct and manner of performance of duties of the employee concerned.

In cases where the Chief Executive does not approve the granting of the increment the employee affected shall have the right of appeal to the GHRRA.

The Association shall have the right to represent its members.

5. Deduction of Union Membership Fees

- (a) The Association shall provide the GHRRA with a schedule setting out Association fortnightly membership fees payable by members of the Association in accordance with the Association's rules.
- (b) The Association shall advise the GHRRA of any change to the amount of fortnightly membership fees made under its rules. Any variation to the schedule of Association fortnightly membership fees payable shall be provided to the GHRRA at least one month in advance of the variation taking effect.
- (c) Subject to (a) and (b) above, the GHRRA shall deduct Association fortnightly membership fees from the pay of any employee who is a member of the Association in accordance with the Association's rules, provided that the employee has authorised the GHRRA to make such deductions.
- (d) Monies so deducted from an employee's pay shall be forwarded regularly to the Association together with all necessary information to enable the Association to reconcile and credit subscriptions to employees' Association membership accounts.
- (e) Unless other arrangements are agreed to by the GHRRA and the Association, all Association membership fees shall be deducted on a fortnightly basis.
- (f) Where an employee has already authorised the deduction of Association 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 deduction to continue.

6. Hours of Work

- (a) The ordinary hours of work for all employees, except stewards, shall be thirty-five per week and shall be worked in five days, Monday to Friday, inclusive, between 8.45 am and 4.45 pm.

Starting or finishing times may be varied in respect of any particular employee or group of employees by agreement between the GHRRA and the Association.

- (b) The stewards and chief steward shall work a thirty-eight hour week. However, due to the nature of the industry, it is recognised that their ordinary hours of work shall be worked Monday to Saturday, including public holidays.

7. Meal Break

- (a) All employees shall be entitled to a Meal Break of not less than half an hour after five (5) hours worked.
- (b) Stewards at race meetings shall be entitled to a Crib Break of twenty minutes. The Crib Break shall be taken at a time convenient to the meeting. The Crib Break is a paid Meal Break.

8. Overtime

- (a) The Chief Executive may require an employee to perform duty beyond the hours determined under subclause (b) of this clause but only if it is reasonable for the employee to be requested 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 shall be taken into account:
 - (i) the employee's prior commitment outside the workplace, particularly the employee's family and carers responsibilities, community obligations or study arrangements;
 - (ii) any risk to employee health and safety;
 - (iii) the urgency of the work required to be performed during overtime, the impact on the operational commitments of the GHRRA and the effect on client services;
 - (iv) the notice (if any) given by the Chief Executive regarding the working of the overtime, and by the employee of their intention to refuse the working of overtime; or
 - (v) any other relevant matter.
- (b)
 - (i) All time worked before the ordinary commencing time or after the ordinary ceasing time, Monday to Friday inclusive, as prescribed in clause 6, Hours of Work of this Award, and before noon on Saturdays, shall be paid for at the rate of time and one-half for the first two hours and double time thereafter.
 - (ii) All time worked after 12 noon on Saturdays and on Sundays shall be paid for at the rate of double time.
 - (iii) The provisions of this subclause shall not apply to stewards, cadet stewards, casual stewards, deputy chief steward and chief steward.
- (c) Stewards
 - (i) Overtime shall be paid at the rate of time and a half for the first two hours and double time thereafter for all hours over and above thirty-eight where the GHRRA requires them to undertake further duties.

9. Allowances

- (a) Meal Allowances shall be paid in accordance with the provisions for meal allowances paid under the Crown Employees (Public Service Conditions of Employment) Reviewed Award 2006, or any subsequent variation or replacement Award.
- (b) Travelling Allowances shall be paid in accordance with the Crown Employees (Public Service Conditions of Employment) Reviewed Award 2006, or any subsequent variation or replacement Award.
- (c) Where a meal is not provided by the Race Club, stewards (including casual stewards) will be eligible for payment of lunch and/or dinner allowances in accordance with the Crown Employees (Public Service Conditions of Employment) Reviewed Award 2006, or any subsequent variation or replacement Award.

10. Higher Grade Work

An employee who is required to act in a higher position named in this Award and who carries out the full duties and assumes the full responsibilities of the position for at least one full working week shall be paid the difference between the employee's usual rate of pay and the minimum rate of pay for the higher position.

11. Finishing at Night

- (a) An employee required to work to 7:00 pm or beyond shall be provided with a taxi where:
 - (i) normal public transport is not available; and
 - (ii) costs are incurred over and above those normally paid for transport to home.
- (b) All employees shall be entitled to a minimum ten (10) hour break between finishing work on one day, and starting the next. Stewards are entitled to an eight (8) hour break between arrival at home and departure for the next race meeting.

12. Terms of Employment

- (a) Employees shall be paid not less frequently than every two weeks.
- (b) Notwithstanding anything contained in this Award, the GHRRA may terminate employment by the giving of two weeks notice in writing, or for such longer period as the GHRRA may have contracted with an individual employee. An employee desiring to terminate his/her employment with the GHRRA shall give two weeks notice in writing, or such longer period as contracted with the GHRRA.

Provided that nothing contained in this clause shall prevent an employee's employment being terminated without notice on the grounds of the employee's serious misconduct.

13. Public Holidays

- (a) Public holidays shall be allowed to employees on full pay.
- (b) For the purpose of this clause, the following shall be deemed to be public holidays - New Year's Day, Australia Day, Good Friday, Easter Saturday, Easter Monday, Anzac Day, Queen's Birthday, Labour Day, Christmas Day, Boxing Day, Bank Holiday, or in lieu of any such day any holiday proclaimed in lieu thereof together with any day duly proclaimed as a special day and observed as a public holiday within the area in which the employee's headquarters are situated.
- (c) Employees (other than stewards) rostered for work on public holidays shall be granted:
 - (i) an option of payment at the prescribed public holiday rates; or
 - (ii) time off in lieu to be taken at the hourly equivalent to the overtime rate
 - (iii) time off is to be taken at a mutually agreed time.
 - (iv) the provisions of this clause shall not apply to stewards, cadet stewards, casual stewards, deputy chief steward and chief steward.

14. Recreation Leave

- (a) Recreation leave shall accrue from day to day at the rate of four weeks per annum, exclusive of public holidays: Recreation leave for stewards and cadet stewards accrues from month to month at the rate of six weeks per year, exclusive of public holidays.
- (b) Recreation leave will be taken by employees by arrangement with the GHRRA at times convenient to both parties.
- (c) Each employee, before proceeding on recreation leave shall, if they so request, be paid for the full period of leave to be taken.

- (d) An employee who has acquired a right to recreation leave shall, on the termination of their services for any reason, be paid forthwith in lieu of such leave the monetary value thereof. Where an employee dies, such payment shall be made to the dependent relative or nominated beneficiary, of such employee or, if there is no dependent relative, payment shall be made to the nominated beneficiary of the employee.
- (e) Each employee shall be paid an Annual Leave Loading in accord with the Annual Leave Loading payable from time to time to employees employed under the *Public Sector Employment and Management Act 2002*. The leave year for the GHRRA is from January 1 to December 31 each year.
- (f) Leave shall not be allowed to accrue beyond a maximum of 8 weeks for all employees other than stewards. For stewards a maximum accrual of 12 weeks is allowed. Any exception to this must be with the approval of the Chief Executive.

15. Sick Leave

Sick leave shall be granted in accordance with the provisions of the Crown Employees (Public Service Conditions of Employment) Reviewed Award 2006, or any subsequent variation or replacement Award.

16. Family and Community Service Leave, Personal Carer's Leave

- (a) The definition of "family" and "relative" for the purpose of this clause is the person who needs the employee's care and support and is referred to as the "person concerned" and is:
 - (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 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) parent (including a foster parent or legal guardian), grandparent, grandchild or sibling of the employee or of the spouse or de facto spouse of the employee; or
 - (iv) a same sex partner 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 paragraph:
 - (1) 'relative' means a person related by blood, marriage or affinity;
 - (2) 'affinity' means a relationship that one spouse because of marriage has to blood relatives of the other; and
 - (3) 'household' means a family group living in the same domestic dwelling.
- (b) Family and Community Services Leave:
 - (i) The Chief Executive may grant family and community service leave to an employee:
 - (1) for reasons related to the family responsibilities of the employee; or
 - (2) for reasons related to the performance of community service by the employee; or
 - (3) in a case of pressing necessity.
 - (ii) Family and Community Services Leave replaces Short leave.

(iii) The maximum amount of family and community services leave on full pay that may be granted to an employee is:

- (1) 2.5 working days during the first year of service and 5 working days in any period of 2 years after the first year of service, or
- (2) 1 working day for each year of service after 2 years continuous service, minus any period of family and community service leave already taken by the employee;

whichever is the greater period.

(iv) Family and Community Service Leave is available to part-time employees on a pro rata basis, based on the number of hours worked.

(v) Where family and community service leave has been exhausted, additional paid family and community service leave of up to 2 days may be granted on a discrete 'per occasion' basis on the death of a person defined in subclause (a).

(c) Use of Sick Leave to care for a sick dependant - general:

When family and community service leave, as outlined in subclause (b) is exhausted, the sick leave provisions under clause (d) may be used by an employee to care for a sick dependant.

(d) Use of sick leave to care for a sick dependant - entitlement:

(i) The entitlement to use sick leave in accordance with this clause is subject to:

- (a) the employee being responsible for the care and support of the person concerned, and
- (b) the person concerned being as defined in subclause (a).

(ii) An employee with responsibilities in relation to a person who needs their care and support shall be entitled to use sick leave available from that year's annual sick leave entitlement minus any sick leave taken from that year's entitlement to provide care and support for such persons when they are ill.

(iii) Sick leave accumulates from year to year. In addition to the current year's grant of sick leave, sick leave accrued from the previous 3 years may also be accessed by an employee with responsibilities in relation to a person who needs their care and support.

(iv) In special circumstances, the Chief Executive may make a grant of additional sick leave. This grant can only be taken from sick leave accrued prior to the period referred to in paragraph (d)(iii).

(v) If required, a medical certificate or statutory declaration must be made by the employee to establish the illness of the person concerned and that the illness is such to require care by another person.

(vi) The employee is not required to state the exact nature of the relevant illness on either a medical certificate or statutory declaration and has the right to choose which of the two methods to use in the establishment of grounds for leave.

(vii) Wherever practicable, the employee shall give the Chief Executive prior notice of the intention to take leave, the name of the person requiring care and that person's relationship to the employee. They must also give reasons for taking such leave and the estimated length of absence. If the employee is unable to notify the chief executive beforehand, notification should be given by telephone at the first opportunity on the day of absence.

- (viii) In normal circumstances, the employee must not take leave under this subclause where another person has taken leave to care for the same person.

17. Extended Leave

Employees shall be granted extended leave on such terms and conditions as may be applicable from time to time to employees employed under the provisions of the *Public Sector Employment and Management Act 2002* and the Regulations made thereunder.

18. Roster Leave

Each steward shall be granted nine days leave of absence in each period of twenty-eight days. Such time off duty may be granted weekly or allowed to accumulate for twenty-eight days. Where it is not convenient for the GHRRA to grant the full amount of leave due in each period of twenty-eight consecutive days, stewards may accumulate such leave. Leave under this clause shall not be allowed to accumulate to more than twelve days in a 12 month period. No payment in lieu of roster leave shall be made.

19. Parental Leave

As per the Crown Employees (Public Service Conditions of Employment) Reviewed Award 2006.

20. Protective Clothing

- (a) Where employees are required to work in dirty conditions or in inclement weather, or where the nature of the work otherwise so demands, the necessary protective clothing and equipment shall be supplied on loan by the GHRRA.
- (b) The Association shall be consulted in the event of there being any dispute about the need for any item of protective clothing or equipment.
- (c) Where employees are required to wear distinctive clothing or uniforms, such will be supplied by the GHRRA.

21. Adverse Reports

No adverse report shall be placed with the personal records of an employee or noted thereon unless the employee concerned has been shown and signed the said report and has been given an opportunity to respond.

22. Filling of Vacancies

All vacancies shall, as far as possible, be brought to the notice of existing employees. All employees shall be entitled to apply for any vacancy.

A policy to deal with the filling of temporary vacancies shall be developed in consultation with the Association.

23. Consultation

An employee dissatisfied with any decision of the GHRRA, either in particular or in general, in regard to his/her salary classification or to the nature of the work performed by or assigned to him/her is entitled to bring such grievance to the notice of management of the GHRRA in the terms set out in clause 24 of this Award. This also applies in regard to any decision of the GHRRA to dismiss such employee or request him/her to resign, or any decision of the GHRRA regarding an appointment or promotion. An employee is entitled to be accompanied by a representative of the Association in such proceedings, if the employee so desires.

24. Grievance and Dispute Settling Procedures

- (a) 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 the GHRRA, if required.
- (b) An employee is required to notify in writing their immediate manager, as to the substance of the grievance, dispute or difficulty, request a meeting to discuss the matter, and if possible, state the remedy sought.
- (c) 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 Chief Executive or delegate.
- (d) The immediate manager, or other appropriate employee, shall convene a meeting in order to resolve the grievance, dispute or difficulty within two (2) working days, or as soon as practicable, of the matter being brought to attention.
- (e) If the matter remains unresolved with the immediate manager, the employee may request to meet the appropriate person at the next level of management in order to resolve the matter. This manager shall respond within two (2) working days, or as soon as practicable. The employee may pursue the sequence of reference to successive levels of management until the matter is referred to the Chief Executive.
- (f) The Chief Executive may refer the matter to the DPE for consideration.
- (g) If the matter remains unresolved, the Chief Executive shall 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.
- (h) An employee, at any stage, may request to be represented by the Association.
- (i) The employee or the Association on their behalf or the Chief Executive may refer the matter to the New South Wales Industrial Relations Commission if the matter is unresolved following the use of these procedures.
- (j) The Employee, Association, GHRRA 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.
- (k) Whilst the procedures outlined in subclauses (a) to (j) of this clause 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

25. Existing Conditions

All existing privileges and conditions existing at the commencement of this Award shall continue during the currency of this Award.

26. Salary Packaging Arrangements, including Salary Sacrifice to Superannuation

An employee may elect, subject to the agreement of the GHRRA, 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.

27. Anti-Discrimination

- (a) 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.

- (b) 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.
- (c) 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.
- (d) Nothing in this clause is to be taken to affect:
 - (i) any conduct or act which is specifically exempted from anti-discrimination legislation;
 - (ii) offering or providing junior rates of pay to persons under 21 years of age;
 - (iii) any act or practice of a body established to propagate religion which is exempted under section 56(d) of the *Anti-Discrimination Act 1977*;
 - (iv) a party to this Award from pursuing matters of unlawful discrimination in any State or Federal jurisdiction.
- (e) 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.
 - (i) Employers and employees may also be subject to Commonwealth anti-discrimination legislation.
 - (ii) 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."

28. Secure Employment

- (a) Objective of this Clause

The objective of this clause is for the employer to take all reasonable steps to provide its employees with secure employment by maximising the number of permanent positions in the employer's workforce, in particular by ensuring that casual employees have an opportunity to elect to become full-time or part-time employees.

- (b) Casual Conversion

- (i) A casual employee engaged by a particular employer on a regular and systematic basis for a sequence of periods of employment under this Award during a calendar period of six months shall thereafter have the right to elect to have his or her ongoing contract of employment converted to permanent full-time employment or part-time employment if the employment is to continue beyond the conversion process prescribed by this subclause.
- (ii) Every employer of such a casual employee shall give the employee notice in writing of the provisions of this sub-clause within four weeks of the employee having attained such period of six months. However, the employee retains his or her right of election under this subclause if the employer fails to comply with this notice requirement.
- (iii) Any casual employee who has a right to elect under paragraph (b)(i), upon receiving notice under paragraph (b)(ii) or after the expiry of the time for giving such notice, may give four weeks'

notice in writing to the employer that he or she seeks to elect to convert his or her ongoing contract of employment to full-time or part-time employment, and within four weeks of receiving such notice from the employee, the employer shall consent to or refuse the election, but shall not unreasonably so refuse. Where an employer refuses an election to convert, the reasons for doing so shall be fully stated and discussed with the employee concerned, and a genuine attempt shall be made to reach agreement. Any dispute about a refusal of an election to convert an ongoing contract of employment shall be dealt with as far as practicable and with expedition through the disputes settlement procedure.

- (iv) Any casual employee who does not, within four weeks of receiving written notice from the employer, elect to convert his or her ongoing contract of employment to full-time employment or part-time employment will be deemed to have elected against any such conversion.
- (v) Once a casual employee has elected to become and been converted to a full-time employee or a part-time employee, the employee may only revert to casual employment by written agreement with the employer.
- (vi) If a casual employee has elected to have his or her contract of employment converted to full-time or part-time employment in accordance with paragraph (b)(iii), the employer and employee shall, in accordance with this paragraph, and subject to paragraph (b)(iii), discuss and agree upon:
 - (1) whether the employee will convert to full-time or part-time employment; and
 - (2) if it is agreed that the employee will become a part-time employee, the number of hours and the pattern of hours that will be worked either consistent with any other part-time employment provisions of this Award pursuant to a part time work agreement made under Chapter 2, Part 5 of the *Industrial Relations Act 1996* (NSW);

Provided that an employee who has worked on a full-time basis throughout the period of casual employment has the right to elect to convert his or her contract of employment to full-time employment and an employee who has worked on a part-time basis during the period of casual employment has the right to elect to convert his or her contract of employment to part-time employment, on the basis of the same number of hours and times of work as previously worked, unless other arrangements are agreed between the employer and the employee.

- (vii) Following an agreement being reached pursuant to paragraph (vi), the employee shall convert to full-time or part-time employment. If there is any dispute about the arrangements to apply to an employee converting from casual employment to full-time or part-time employment, it shall be dealt with as far as practicable and with expedition through the disputes settlement procedure.
- (viii) An employee must not be engaged and re-engaged, dismissed or replaced in order to avoid any obligation under this subclause.

(c) Occupational Health and Safety

- (i) For the purposes of this subclause, the following definitions shall apply:
 - (1) A “labour hire business” is a business (whether an organisation, business enterprise, company, partnership, co-operative, sole trader, family trust or unit trust, corporation and/or person) which has as its business function, or one of its business functions, to supply staff employed or engaged by it to another employer for the purpose of such staff performing work or services for that other employer.
 - (2) A “contract business” is a business (whether an organisation, business enterprise, company, partnership, co-operative, sole trader, family trust or unit trust, corporation and/or person) which is contracted by another employer to provide a specified service or services or to produce a specific outcome or result for that other employer which might otherwise have been carried out by that other employer’s own employees.

- (ii) Any employer which engages a labour hire business and/or a contract business to perform work wholly or partially on the employer's premises shall do the following (either directly, or through the agency of the labour hire or contract business):
- (1) consult with employees of the labour hire business and/or contract business regarding the workplace occupational health and safety consultative arrangements;
 - (2) provide employees of the labour hire business and/or contract business with appropriate occupational health and safety induction training including the appropriate training required for such employees to perform their jobs safely;
 - (3) provide employees of the labour hire business and/or contract business with appropriate personal protective equipment and/or clothing and all safe work method statements that they would otherwise supply to their own employees; and
 - (4) ensure employees of the labour hire business and/or contract business are made aware of any risks identified in the workplace and the procedures to control those risks.
- (iii) Nothing in this subclause (c) is intended to affect or detract from any obligation or responsibility upon a labour hire business arising under the *Occupational Health and Safety Act 2000* or the *Workplace Injury Management and Workers Compensation Act 1998*.
- (d) Disputes Regarding the Application of this Clause
- Where a dispute arises as to the application or implementation of this clause, the matter shall be dealt with pursuant to the disputes settlement procedure of this Award.
- (e) This clause has no application in respect of organisations which are properly registered as Group Training Organisations under the *Apprenticeship and Traineeship Act 2001* (or equivalent interstate legislation) and are deemed by the relevant State Training Authority to comply with the national standards for Group Training Organisations established by the ANTA Ministerial Council.

29. Area, Incidence and Duration

- (a) This Award is made following a review under section 19 of the *Industrial Relations Act 1996* and rescinds and replaces the Greyhound Racing Authority (NSW) Award published 28 May 2004 (344 I.G. 702) and all variations thereof.
- (b) 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 NSW on 28 April 1999 (310 I.G. 359) and take effect on 26 July 2007.
- (c) This Award remains in force until varied or rescinded, the period for which it was made having already expired.

PART B

MONETARY RATES

Table 1 - Rates of Pay

Classification	Salary as at 1/7/07 \$
Administration Manager	Equivalent to A&C Grade 9/10
Year 1	79,188
Year 2	81,414
Year 3	84,738
Thereafter	87,263

Chief Steward	Equivalent to A&C Grade 9/10
Year 1	79,188
Year 2	81,414
Year 3	84,738
Thereafter	87,263
Administrative Officer (Finance)	Equivalent to A&C Grade 9
Year 1	79,188
Thereafter	81,414
Special Projects Officer	Equivalent to A&C Grade 8
Year 1	74,527
Thereafter	76,896
Accountant	Equivalent A&C Grade 7
Year 1	69,468
Thereafter	71,546
Deputy Chief Steward	Equivalent to A&C Grade 7
Year 1	69,468
Thereafter	71,546
Manager, Registration Division	Equivalent to A&C Grade 7
Year 1	69,468
Thereafter	71,546
Stewards	Equivalent to A&C Grade 6
Year 1	65,527
Thereafter	67,448
Clerk	Equivalent to A&C Grade 3/4
Year 1	51,784
Year 2	53,344
Year 3	55,010
Thereafter	56,701
Executive Assistant to Chief Executive	Equivalent to A&C Grade 3/4
Year 1	51,784
Year 2	53,344
Year 3	55,010
Thereafter	56,701
Field Officer	Equivalent to A&C Grade 3
Year 1	51,784
Thereafter	53,344
Greyhound Identity Officer	Equivalent to A&C Grade 2
Year 1	49,012
Thereafter	50,356
Personal Assistant to Chief Steward	Equivalent to A&C Grade 2
Year 1	49,012
Thereafter	50,356
Cadet Steward	Equivalent to A&C Grade 1
Year 1	46,320
Thereafter	47,682
Registration Clerk	Equivalent to A&C Grade 1
Year 1	46,320
Thereafter	47,682
Casual Steward	\$187.00 per meeting

APPENDIX A

(1) 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 (2) 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 GHRRA 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) The GHRRA must not fail to re-engage a casual employee because the employee accessed the entitlements provided for in this clause. The rights of the GHRRA to engage or not to engage a casual employee are otherwise not affected.
- (d) The casual employee shall, if required,
 - (i) establish either by production of a medical certificate or statutory declaration, the illness of the person concerned and that the illness is such as to require care by another person, or
 - (ii) establish by production of documentation acceptable to the GHRRA 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 GHRRA of their inability to attend for duty. If it is not reasonably practicable to inform the GHRRA during the ordinary hours of the first day or shift of such absence, the employee will inform the GHRRA within 24 hours of the absence.

(2) A family member for the purposes of (1)(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.

(3) 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 GHRRA).
- (b) The GHRRA 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) The GHRRA must not fail to re-engage a casual employee because the employee accessed the entitlements provided for in this clause. The rights of the GHRRA 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 GHRRA of their inability to attend for duty. If it is not reasonably practicable to inform the GHRRA during the ordinary hours of the first day or shift of such absence, the employee will inform the GHRRA within 24 hours of the absence.

APPENDIX B

- (1) Refer to the *Industrial Relations Act 1996* (NSW). The following provisions shall also apply in addition to those set out in the *Industrial Relations Act 1996* (NSW).
- (2) The GHRRA must not fail to re-engage a regular casual employee (see section 53 (2) of the *Industrial Relations Act 1996* (NSW) 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 the GHRRA in relation to engagement and re-engagement of casual employees are not affected, other than in accordance with this clause.

- (3) Right to request
 - (a) An employee entitled to parental leave may request the GHRRA to allow the employee:
 - (i) to extend the period of simultaneous unpaid parental leave up to a maximum of eight weeks;
 - (ii) to extend the period of unpaid parental leave for a further continuous period of leave not exceeding 12 months;
 - (iii) to return from a period of parental leave on a part-time basis until the child reaches school age.

to assist the employee in reconciling work and parental responsibilities.
 - (b) The GHRRA shall consider the request having regard to the employee's circumstances and, provided the request is genuinely based on the employee's parental responsibilities, may only refuse the request on reasonable grounds related to the effect on the workplace or the GHRRA's business. Such grounds might include cost, lack of adequate replacement staff, loss of efficiency and the impact on customer service.
 - (c) Employee's request and the GHRRA's decision to be in writing

Employee's request and employer's decision made under 3(a) and 3(b) must be recorded in writing.
 - (d) Request to return to work part-time

Where an employee wishes to make a request under 3(a)(iii), such a request must be made as soon as possible but no less than seven weeks prior to the date upon which the employee is due to return to work from parental leave.

(4) Communication during parental leave

- (a) Where an employee is on parental leave and a definite decision has been made to introduce significant change at the workplace, the GHRRA shall take reasonable steps to:
 - (i) make information available in relation to any significant effect the change will have on the status or responsibility level of the position the employee held before commencing parental leave; and
 - (ii) provide an opportunity for the employee to discuss any significant effect the change will have on the status or responsibility level of the position the employee held before commencing parental leave.
- (b) The employee shall take reasonable steps to inform the GHRRA about any significant matter that will affect the employee's decision regarding the duration of parental leave to be taken, whether the employee intends to return to work and whether the employee intends to request to return to work on a part time basis.
- (c) The employee shall also notify the GHRRA of changes of address or other contact details which might affect the GHRRA's capacity to comply with subclause 4(a) above.

J. P. GRAYSON *D.P.*

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