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CONTENTS

Vol. 362, Part 6

8 June 2007

Pages 825 - 1018

	Page
Awards and Determinations	
Awards Made or Varied	
Australian Music Examinations Board (New South Wales) Examiners, Assessors and Advisers Employed by the Office of the Board of Studies	(CORR) 972
Care Worker Employees - Department of Ageing, Disability and Home Care (State) Award 2006	(AIRC) 854
Community College Principals (New South Wales) Award 2006	(AIRC) 825
Crown Employees (Catering Officers Department of Tourism, Sport and Recreation)	(CORR) 981
Crown Employees (Court Officers Attorney General's Department)	(CORR) 994
Crown Employees (Department of Juvenile Justice - Detention Centres 2005)	(CORR) 1011
Crown Employees (Domestic Services Officers - Department of Agriculture)	(CORR) 988
Crown Employees (Harness Racing Authority) Conditions of Employment	(CORR) 1000
Crown Employees (Home Care Service of New South Wales - Administrative Staff) Award 2004	(CORR) 991
Crown Employees (Jenolan Caves Reserve Trust) Salaries	(CORR) 1004
Crown Employees (Lord Howe Island Board Salaries and Conditions 2004)	(CORR) 1007
Crown Employees (Museum of Applied Arts and Sciences - Casual Guide Lecturers) Award 2004	(CORR) 990
Crown Employees (NSW Fire Brigades Firefighting Staff) Award 2005	(CORR) 983
Crown Employees (NSW Fire Brigades Retained Firefighting Staff) Award 2005	(CORR) 984
Crown Employees (Parliament House Conditions of Employment 2004)	(CORR) 985
Crown Employees (Roads and Traffic Authority of New South Wales - Traffic Signals Staff) Award 2007	(CORR) 922
Crown Employees (Rural Fire Service Salaries and Conditions of Employment 2003)	(CORR) 1014
Crown Employees (Skilled Trades)	(CORR) 976
Crown Employees (Teachers in TAFE and Related Employees) Salaries and Conditions Award 2006	(VIRC) 921
Crown Employees (Tipstaves to Justices)	(CORR) 1010
Fire Brigade (Maintenance, Construction and Miscellaneous Staff)	(CORR) 982
Forestry Commission Division trading as Forests NSW Crown Employees Fieldwork and Other Staff Award 2005-2008	(CORR) 978
Greyhound Racing Authority (NSW)	(CORR) 995
Higher School Certificate and School Certificate Marking and Related Casual Employees Rates of Pay and Conditions	(CORR) 974
Independent Commission Against Corruption	(CORR) 1013
Nurses' (Department of Ageing, Disability & Home Care) (State) Award 2005	(CORR) 980
Sydney Catchment Authority Consolidated Award 2005	(CORR) 971
Waterways Authority of New South Wales Award 1999	(CORR) 977
Zoological Parks Board of New South Wales Employees' (State)	(CORR) 999
Enterprise Agreements Approved by the Industrial Relations Commission	1017

COMMUNITY COLLEGE PRINCIPALS (NEW SOUTH WALES) AWARD 2006

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

Application by New South Wales Teachers Federation, Industrial Organisation of Employees.

(No. IRC 3095 of 2006)

Before The Honourable Mr Deputy President Harrison

2 April 2007

AWARD

1. Arrangement

PART A

Clause No.	Subject Matter
1	Arrangement
2	Anti-Discrimination
3	Definitions
4	Contract and Tenure
5	Attendance
6	Salaries
7	Travelling Expenses
8	Public Holidays
9	Recreation Leave
10	Sick Leave
11	Maternity Leave
12	Adoption Leave
13	Parental Leave
14	Family and Community Service Leave
15	Personal Carer's Leave
16	Compassionate Leave
17	Long Service Leave
18	Grievance and Dispute Resolution Procedures
19	Superannuation
20	Duties as Directed
21	Salary Packaging
22	Secure Employment Test Case
23	Area, Incidence and Duration

PART B

MONETARY RATES

Table 1 - Annual Salary Rates

Table 2 - Other Rates and Allowances

2. Anti-Discrimination

- 2.1 *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.*

- 2.2 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.
- 2.3 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.
- 2.4 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.
- 2.5 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:

- 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."

3. Definitions

- 3.1 Adult Education Qualifications means those academic qualifications obtained by a principal from a recognised university or college of advanced education and satisfying the requirements of the Council or are deemed by the Council to be acceptable in lieu thereof.
- 3.2 College Council or Council means a constitutionally appointed Management Council of a college.
- 3.3 College Band means the total income received by the College as documented in the audited annual accounts of the College.
- 3.4 Community College means a community college, regional community college, an evening college, an adult education centre or college of adult education, listed in clause 20 of this Award.
- 3.5 Dependent relative of such principal means:
- a) the widow or widower of such principal; or
 - b) if there is no such widow or widower, the children of such principal; or
 - c) if there is no such widow or widower or children, such person who, in the opinion of the Council, was, at the time of the death of such principal, a dependent relative of such principal;
 - d) widow or widower shall include a de facto widow or widower;

- e) where applicable, non-traditional and culturally based equivalents.

Where there is a guardian of any children entitled to payment due under this award, payment shall be made to the personal representative of the principal.

- 3.6 Employee means a Principal.
- 3.7 Employer means a College Council or Council.
- 3.8 Federation means the New South Wales Teachers Federation.
- 3.9 Principal means a person appointed as such by a college council to be the Chief Officer responsible for the educational and financial administration and management of a college and may include executive officer, director or equivalent or any successor thereto or any position notwithstanding the nomenclature, the duties of which are substantially those currently performed by a principal.
- 3.10 Graduate Principal means a principal who has obtained a relevant degree of a recognised university or college of advanced education or equivalent.
- 3.11 Non-graduate Principal means that the principal has satisfactorily completed at least two years of training in education at a recognised tertiary institution or its equivalent or gained such credentials which the Council may from time to time deem to be acceptable in lieu thereof.

4. Contract and Tenure

- 4.1 Persons submitting applications for appointment as principal shall, to be eligible for appointment, provide evidence of educational qualifications or other equivalent qualifications.
- 4.2 A principal shall be appointed by the college council at a salary consistent with the minimum rates provided by this award, provided that initial appointment may be for a probationary period of three months. A principal must be notified prior to the expiration of this three-month period whether the appointment is to be confirmed or the probationary period is to be extended, for good reason, for a further period of no more than three months.
- 4.3 A principal must be notified prior to the expiration of the further period of no more than three months if the appointment is to be confirmed or good cause must be given for the termination of the appointment.
- 4.4 Appointment may be terminated for good cause by one month's notice in writing given at any time by the college council or such longer period as the council may choose. A principal wishing to terminate employment with the council shall give one month's notice in writing to the council or such shorter period to which the council may agree.
- 4.5 Failure of either side to comply with the notice requirement may result in the payment or the forfeiture of one month's salary in lieu of notice.
- 4.6 Provided that nothing in this clause shall prevent a principal's employment being terminated without notice on the grounds of the principal's serious misconduct.

5. Attendance

A principal shall be on duty for a minimum attendance of 140 hours for each four-week period, i.e. 35 hours per week. The professional obligations of principals require a flexible approach to hours to cater for enrolment periods and the performance of duties at the principal's discretion outside normal college hours may be required.

6. Salaries

- 6.1 The minimum annual salary payable to principals shall be determined in accordance with Table 1 - Annual Salary Rates, of Part B, Monetary Rates. The salary payable is to be determined by the College

Band which the College where the Principal is employed is positioned. The College Bands are determined as follows:

- (A) College Band 1 over \$3 million turnover;
- (B) College Band 2 over \$1.5 million and under \$3 million turnover;
- (C) College Band 3 under \$1.5 million turnover.

6.1.1

- a) A non-graduate principal shall commence on Step 1 of the said Table 1.
- b) A principal who is a graduate shall commence on Step 2.
- c) A principal who, in addition to the minimum qualifications as set out in subparagraphs 6.1.1a) and 6.1.1b), has a recognised qualification in adult education from a university or college of advanced education shall commence on a rate one step higher than that provided for in subparagraphs 6.1.1 a) and 6.1.1 b) within the College Bands described in paragraphs 6.1 (A), (B) and (C).
- d) A principal employed pursuant to subparagraph 6.1.1 a) shall progress in annual increments to Step 3 and then in biennial increments to Step 5.
- e) A principal employed pursuant to subparagraph 6.1.1b) shall progress in annual increments to Step 4 and then, after two years on Step 4, progress to Step 5.
- f) A principal employed pursuant to subparagraph 6.1.1 c) shall progress in annual increments to Step 5.
- g) A principal who, subsequent to initial appointment, upgrades his/her qualifications, provided that the qualifications are upgraded following negotiation with the college council, shall immediately progress to the same step on the incremental salary scale appropriate to a principal who has been appointed with such qualifications and with the same years of service/experience.
- h) By agreement between the principal and the college council, in order to reflect the principal's qualifications, experience and skill, a principal may be appointed to a salary above those specified in subparagraphs 6.1.1 a) to 6.1.1 c) and thereafter progress in annual increments to Step 5.

6.1.2 Where the turnover of a college used to determine the band of a Principal's position either increases or decreases so that the principal's position would be regraded to a higher or lower band than currently applies, then the variation in the Principal's band shall not be effected until the turnover is such that it has fallen within the new enrolment band for a period of 12 months.

6.1.3 The payment of increments under the scales of salaries prescribed by this award shall be subject to denial by the college council. A principal may appeal a decision to deny an increment in a manner consistent with clause 18, Grievance and Dispute Resolution Procedures.

6.1.4 Payment of Salary:

The salary payable to a principal pursuant to this clause shall normally be paid fortnightly or as otherwise agreed between the parties.

6.1.5 Annual leave loading of 17.5 per cent of four weeks salary will be paid annually in December or as otherwise mutually arranged by a principal and a college council. This loading is not payable upon death, resignation or termination.

6.1.6 Adjustment of salaries of principals at present employed:

- a) The salaries of principals covered by this award shall be adjusted as from the date of operation to the appropriate scale prescribed by this award on the basis of service in the position. For this purpose, principals shall be deemed to have the years of service indicated by the salary received under the scales in force immediately prior to the date of operation of this award.
- b) This award shall not operate so as to reduce the rate of pay being received by any principal or to reduce the rate of pay for which the principal would otherwise be eligible.
- c) After adjustment of salary, as provided in this clause, a principal shall be eligible for the first annual increment to which the principal may be entitled in accordance with this award on the anniversary of the date of appointment to the position which first occurs after the date of operation of this award. Further increments shall fall due each 12 months thereafter or as otherwise provided for in paragraph 6.1.1 of this subclause.

6.2 Qualifications:

For the purposes of this award and in particular paragraph 6.1.1 of this clause, the minimum qualifications required of a principal of a college are as follows:

- 6.2.1 To satisfy the conditions of subparagraph 6.1.1a) of this clause, the principal shall have qualifications as defined in subclause 3.9 of clause 3, Definitions.
- 6.2.2 To satisfy the conditions of subparagraph 6.1.1b), the principal shall be a graduate principal as defined in subclause 3.8 of the said clause 3.
- 6.2.3 To satisfy the conditions of subparagraph 6.1.1c), the principal shall have completed a qualification in adult education as defined in subclause 3.1 of the said clause 3.

7. Travelling Expenses

- 7.1 Where a principal is required by the council to provide transport in connection with the principal's employment other than for journeys between home and the place of employment, the principal shall be paid an allowance as set out in Table 2 - Other Rates and Allowances, of Part B, Monetary Rates, at or not less than the official business rate as prescribed by the Public Employment Industrial Relations Authority or Public Employment Office and published from time to time.
- 7.2 All other official travel shall be compensated for by an allowance at the specified journey rate as prescribed by the said authority and published from time to time.
- 7.3 College councils may come to an agreement with principals to provide a college car or novated car lease arrangements of no less value than the provisions set out in subclauses 7.1 and 7.2 of this clause.

8. Public Holidays

- 8.1 Public holidays on full pay shall be allowed to principals.
- 8.2 For the purpose of this clause, the following shall be deemed to be public holidays: New Year's Day, Australia Day, Good Friday, Easter Monday, Anzac Day, Queen's Birthday, Eight-hour Day, Christmas Day, Boxing Day or any holiday proclaimed in lieu of such day or days, together with any other day duly proclaimed as a special day and observed as a public holiday within the area in which the principal's headquarters are situated.

9. Recreation Leave

- 9.1 Recreation leave shall accrue from month to month at the rate of four weeks per annum, exclusive of public holidays.

- 9.2 Leave shall not be allowed to accrue beyond a maximum of ten weeks, without the approval of the college council.
- 9.3 Such leave shall be taken by the principal as arranged with the council at a time convenient to the council.
- 9.4 Recreation leave includes, in addition to the period specified in subclause 9.1 of this clause, a further period of two weeks paid leave. This may coincide in full or in part with the annual closure of the college.
- 9.5 Each principal shall be paid for the full period of leave to be taken before proceeding on recreation leave, if so requested.
- 9.6 A principal who has acquired a right to recreation leave shall, on the termination of the principal's services for any reason, be paid forthwith in lieu of such leave the monetary value thereof. Where a principal dies, such payment should be made to the dependent relative of such or, if there is no dependent relative, payment shall be made to the personal representative of the principal.

10. Sick Leave

- 10.1 Where a principal is unable to perform duties on account of illness, the council shall grant such principal sick leave on full pay to the extent provided as follows:
- 10.1.1 During the first year of service, ten days. During the second or later years of service, 15 days in any period of 12 months.
- 10.1.2 A period calculated by allowing ten days for each completed year of service and deducting there from the amount of sick leave on full pay granted to the principal during his/her service, whichever is the greater.

11. Maternity Leave

- 11.1 Entitlement
- 11.1.1 All principals who become pregnant are entitled to unpaid maternity leave irrespective of their length of service (refer to 11.4 for paid leave where appropriate).
- 11.1.2 A principal who is pregnant shall, be entitled to be granted maternity leave as follows:
- a) for a period up to nine weeks prior to the anticipated date of birth; and
 - b) for a further period of up to 12 months after the actual date of birth.
- A principal may be granted unpaid maternity leave earlier than 9 weeks prior to the anticipated date of birth, however this will not extend the total amount of maternity leave available.
- 11.1.3 A principal may take maternity leave as follows:
- a) as a period of leave on a full time basis totalling 12 months from the actual date of birth; or
 - b) as a period of unpaid leave on a part time basis up to 24 months (equivalent of 12 months full time leave from the actual date of birth) at the discretion of the College Council; or
 - c) as a combination of full time and part time leave provided that the total period of maternity leave taken does not exceed the equivalent of 12 months full time leave from the actual date of birth.

11.1.4 Accrued long service leave maybe taken concurrently with unpaid or half pay maternity leave. A principal may take both accrued leave and accrued recreation leave concurrently with unpaid or half pay maternity leave.

11.1.5. The period of 12 months in respect of full time maternity leave or 24 months in respect of part time maternity leave may be extended at the discretion of the College Council.

11.1.6 Should a principal not wish to return to duty on the expiration of the maximum period of maternity leave, leave without pay for personal reasons, or other leave to credit may be granted.

11.1.7 A further period of maternity leave maybe granted if pregnancy occurs while on maternity leave. Any residual leave relevant to the initial period of maternity leave will be cancelled and maternity leave appropriate to the anticipated date of birth applies in respect of the subsequent pregnancy.

11.2 Right to Request

11.2.1 A principal entitled to maternity leave may request the College Council allow the principal:

- a) to extend the period of simultaneous maternity leave use up to a maximum of eight weeks'; (to be read in conjunction with clause 13 Parental Leave)
- b) to extend the period of unpaid maternity leave for a further continuous period of leave not exceeding 12 months;
- c) to return from a period of maternity leave on a part-time basis until the child reaches school age;

to assist the principal in reconciling work and parental responsibilities.

11.2.2 The College Council shall consider the request having regard to the principal's circumstances and, provided the request is genuinely based on the principal's parental responsibilities, may only refuse the request on reasonable grounds related to the affect on the workplace or the College Council's business. Such grounds might include cost, lack of adequate replacement staff, loss of efficiency and the impact on customer service.

11.2.3 The principal's request and the College Council's decision made under 11.2.1 b) and 11.2.1 c) must be recorded in writing.

11.2.4 Where a principal wishes to make a request under 11.2.1 c), such a request must be made as soon as possible but no less than seven weeks prior to the date upon which the principal is due to return to work from maternity leave.

11.3 Communication During Maternity Leave

11.3.1 Where a principal is on maternity leave and a definite decision has been made to introduce significant change at the workplace, the College Council shall take reasonable steps to:

- a) make information available in relation to any significant effect the change will have on the status or responsibility level of the position the principal held before commencing maternity leave; and
- b) provide an opportunity for the principal to discuss any significant effect the change will have on the status or responsibility level of the position the principal held before commencing maternity leave.

11.3.2 The principal shall take reasonable steps to inform the College Council about any significant matter that will affect the principal's decision regarding the duration of maternity leave to be

taken, whether the principal intends to return to work and whether the principal intends to request to return to work on a part-time basis.

11.3.3 The principal shall also notify the College Council of changes of address or other contact details which might affect the College Council's capacity to comply with 11.3.1.

11.4 Paid Maternity Leave

11.4.1 Payment for maternity leave is available to principals subject to completion of 40 weeks continuous service following employment or re-employment prior to the anticipated date of birth. Maternity leave for principals taken not more than 9 weeks prior to the anticipated date of birth will count towards the 40 weeks continuous service.

11.4.2 Payment is made for a period not exceeding 14 weeks full time equivalent.

11.4.3 Where the paid maternity leave period includes recreation leave, the principal is paid accrued recreation leave entitlements or maternity leave, whichever amount is higher.

11.4.4 A principal who has completed 40 weeks of continuous service as per 11.4.1 and who has taken no more than 12 months full time maternity, adoption or parental leave or its part time equivalent is entitled to be paid at their normal rate (i.e. the rate at which they were paid before proceeding on leave) for another period of such leave regardless of whether they resume their normal hours of work before proceeding on leave again. This does not require the principal to complete a further period of 40 weeks continuous service.

11.4.5 All allowances will be paid to eligible principals for the period of paid maternity leave. No allowances will be paid to principals during periods of no pay maternity leave.

11.5 Method of Payment

11.5.1 When completing an application for maternity leave a principal may elect to be paid by normal fortnightly payments at full or half pay or by lump sum payment.

11.5.2 A principal may apply for one combination of leave at full and half pay or vice versa.

11.6 Application and Variation of Leave

11.6.1 An application for maternity leave, accompanied by a medical certificate stating the anticipated date of birth should be submitted at least one month prior to the proposed first day of leave.

11.6.2 Maternity leave must commence no later than the anticipated date of birth.

11.6.3 An application for maternity leave should specify the number of weeks required at full pay and at half pay where appropriate.

11.6.4 The first and last date of leave must be stated on the application.

11.6.5 A principal may vary the intended period of leave any number of times before it commences.

11.6.6 After leave commences, the period of leave maybe varied once without approval and on any number of occasions with approval. However, resumption of duty must then coincide with the commencement of a college term.

11.6.7 Subject to approval, a principal who has returned to full time duty after maternity leave, may, provided the principal has a balance of maternity leave to credit, apply to revert to full time or part time maternity leave.

11.7 Notification of Birth

As soon as feasible after the birth, a principal should send a copy of the child's birth certificate to the College Council. A principal may elect to provide an extract of the birth certificate indicating the details of mother and child only.

11.8 Miscarriage or Stillbirth

11.8.1 Miscarriage

In respect of a miscarriage, a principal shall be granted sick leave or unpaid maternity leave for as long as a medical practitioner certifies to be necessary.

11.8.2 Stillbirth

In respect of a stillbirth, subject to an entitlement existing, a principal shall have the option of taking paid or unpaid sick leave or paid or unpaid maternity leave (up to 14 weeks paid as appropriate).

11.8.3 Premature birth

In respect of a premature birth, maternity leave will commence on the actual date of giving birth where maternity leave has not previously commenced.

11.9 Sick Leave and Transfer to a Safe Job

11.9.1 A principal may use available sick leave with pay, sick leave without pay, long service leave or family and community service leave as appropriate, if, because of a complication associated with the pregnancy, including a history of miscarriage or other illnesses the principal is unable to continue to work. In this instance the principal is entitled to sick leave prior to the anticipated date of birth.

11.9.2 Where a principal's present work is, because of pregnancy or breastfeeding, a risk to her health or safety or to that of her unborn or newborn child:

- a) the principal's working conditions or hours of work are to be temporarily adjusted to avoid exposure to the risk; or
- b) where the above adjustment is not possible or cannot reasonably be made, the principal is to be temporarily transferred to other appropriate work that will avoid exposure to the risk and is, as nearly as possible, comparable in status and pay to that of her present work; or
- c) where the above transfer is not possible or cannot reasonably be made, the principal is to be granted:

unpaid maternity leave for as long as a medical practitioner certifies to be necessary to avoid exposure to the risk. This applies regardless of whether the principal has exhausted her unpaid maternity leave entitlement under paragraph 11.1.2; or

paid sick leave as the principal is entitled to, and for as long as a medical practitioner certifies to be necessary to avoid exposure to the risk.

11.10 Right of Return

11.10.1 A principal's right of return to her substantive position is retained if she resumes duty 24 months (or earlier) after the actual date of birth of the child.

11.11 Resumption of Duty

One month prior to the date on which a principal is due to resume duty she must either confirm in writing that she will be resuming duty, or apply for an extension of leave, or if resigning, submit notice of separation.

11.12 Resignation

The position of a principal who submits notice of resignation when proceeding on maternity leave will be declared vacant. Resignation in this instance will not be accepted earlier than the last day of the paid maternity leave nor later than the last day of approved leave.

11.13 Superannuation

A principal on maternity leave whether paid or unpaid, is not required to meet any payment of the employer's superannuation contributions.

11.14 Service Credits for Maternity Leave

11.14.1 All periods of full time and part time maternity leave count as service for incremental purposes.

11.14.2 Maternity leave without pay does not count as service for long service leave, except when a principal has completed at least ten years paid service, then any period of adoption leave without pay of less than six months counts for the accrual of long service leave.

11.14.3 Paid maternity leave counts as service for annual leave loading purposes.

11.14.4 Paid maternity leave accrues recreation leave pay and any entitlement will be paid during the relevant recreation leave.

11.14.5 With the exception of long service leave, annual leave loading and recreation leave, paid and unpaid maternity leave counts as service in respect of all other categories of leave.

11.15 Part Time Maternity Leave

11.15.1 Eligibility

All principals who become pregnant may take maternity leave on a part time basis.

11.15.2 Application and Variation of Leave

- a) An application for part time maternity leave should be submitted at least seven weeks in advance of the date on which leave is to commence.
- b) Applications for part time maternity leave for between one and four days per week may be approved over a period of up to two years subject to the leave not exceeding the maximum entitlement provided in 11.1.5.
- c) A principal may make application to vary the period of part time maternity leave and/or work arrangements provided that sufficient maternity leave is available.
- d) Subject to approval, a principal who has returned to full time or substantive hours of duty after maternity leave may apply to revert to part time or full time maternity leave.
- e) Similarly, a principal who has returned to duty on a part time basis may apply to revert to full time maternity leave and vice-versa.

11.15.3 Duration of Leave

- a) The maximum period of part time maternity leave which may be taken is 12 months from the date of birth.
- b) Subject to the maximum period stated in a) above, the actual period of part time maternity leave that a principal may take will be determined by:
 - i) the period of untaken full time maternity leave; and
 - ii) the number of days per week that the principal works.

11.15.4 Right of Return

A principal on part time maternity leave without pay will have right of return to her substantive position for the duration of the period of leave.

11.15.5 Salary and Incremental Progression

- a) The salary for principals on part time maternity leave is calculated in accordance with the following formula:

$$\frac{\text{Appropriate Annual Salary}}{52.17857} \times \frac{\text{No. of days worked on a part time basis}}{\text{No. of days worked on a part time basis}} = \text{Weekly Salary}$$

- b) Allowances which are paid in recognition of duties undertaken during the part time leave arrangements are calculated in a similar manner.

11.15.6 Leave Conditions

- a) Annual Leave Loading

Principals on part time maternity leave are eligible for annual leave loading on a pro rata basis,

- b) Leave Without Pay

Principals on part time maternity leave may be granted short periods of leave without pay but if a principal requires an extended period of leave without pay the part time maternity leave must be terminated.

- c) Principals may take both accrued long service leave and accrued recreation leave concurrently with part time maternity leave.
- d) Principals may be granted the following leave under normal conditions:

- Long Service leave
- Sick leave
- Recreation leave
- Family and community service leave

The following leave will accrue on a pro-rata basis

- Family and community service leave
- Sick leave
- Long Service leave
- Recreation leave

12. Adoption Leave

12.1 Entitlement and Payment

12.1.1 Unpaid Adoption Leave

All principals who adopt a child and who are to be the primary caregiver of the child, are entitled to the following periods of unpaid adoption leave irrespective of their length of service (refer to 12.1.4 for paid leave where appropriate).

- a) For a period of up to 12 months on a full time basis if the child has not commenced school at the date of taking custody.
- b) For a period up to 12 months on a full time basis as the College Council may determine if the child has commenced school at the date of taking custody.
- c) A principal may take adoption leave as follows:
 - i) as a period of unpaid leave on a full time basis totalling 12 months; or
 - ii) as a period of unpaid leave on a part time basis totalling 24 months (12 months equivalent full time) at the discretion of the College Council; or
 - iii) as a combination of full time and part time leave provided that the total period of adoption leave taken does not exceed the equivalent of twelve months full time leave.
- d) Principals may take both accrued long service leave and accrued recreation leave concurrently with unpaid or half paid adoption leave.

12.1.2 Right to Request

- a) A principal entitled to adoption leave may request the College Council to allow the principal:
 - i) to extend the period of simultaneous adoption leave use up to a maximum of eight weeks; (to be read in conjunction with clause 13 Parental Leave)
 - ii) to extend the period of unpaid adoption leave for a further continuous period of leave not exceeding 12 months;
 - iii) to return from a period of adoption leave on a part-time basis until the child reaches school age;to assist the principal in reconciling work and parental responsibilities.
- b) The College Council shall consider the request having regard to the principal's circumstances and, provided the request is genuinely based on the principal's adoption responsibilities, may only refuse the request on reasonable grounds related to the effect on the workplace or the Community College's business. Such grounds might include cost, lack of adequate replacement staff, loss of efficiency and the impact on customer service.
- c) The principal's request and the College Council's decision made under 12.1.2 (a)(ii) and 12.1.2 (a)(iii) must be recorded in writing.
- d) Where a principal wishes to make a request under 12.1.2 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 principal is due to return to work from adoption leave.

12.1.3 Communication During Adoption Leave

- a) Where a principal is on adoption leave and a definite decision has been made to introduce significant change at the workplace, the College Council 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 principal held before commencing adoption leave; and
 - ii) provide an opportunity for the principal to discuss any significant effect the change will have on the status or responsibility level of the position the principal held before commencing adoption leave.
- b) The principal shall take reasonable steps to inform the College Council about any significant matter that will affect the principal's decision regarding the duration of adoption leave to be taken, whether the principal intends to return to work and whether the principal intends to request to return to work on a part-time basis.
- c) The principal shall also notify the College Council of changes of address or other contact details which might affect the College Council's capacity to comply with 12.1.3 a).

12.1.4 Paid Adoption Leave

- a) Payment for adoption leave is available to principals who are the primary caregiver subject to completion of 40 weeks continuous service prior to the anticipated date of taking custody of the child.
- b) Payment is made for a period not exceeding 14 weeks full time equivalent.
- c) All allowances will be paid to eligible principals for the period of paid adoption leave. No allowances will be paid to principals during periods of no pay adoption leave.

12.1.5 Method of Payment

- a) When completing an application for adoption leave a principal may elect to be paid by normal fortnightly payments at full or half pay or by payment in a lump sum.
- b) A principal may apply for one combination of leave at full and half pay,
- c) A principal who has completed 40 weeks of continuous service as per 12.1.4 a) and who has taken no more than 12 months full time maternity, adoption or parental leave or its part time equivalent is entitled to be paid at their normal rate (i.e. the rate at which they were paid before proceeding on leave) for another period of such leave regardless of whether they resume their normal hours of work before proceeding on leave again. This does not require the principal to complete a further period of 40 weeks continuous service.

12.2 Other Leave

12.2.1 Adoption leave commences on the date of taking custody of the child. Other leave as is necessary to attend to the domestic travel and residential arrangements associated with taking charge of the child may be taken prior to the commencement of the adoption leave.

12.2.2 Subject to an entitlement existing, a principal may apply for family and community service leave, long service leave, or leave without pay for this purpose.

12.3 Application and Variation of Leave

12.3.1 An application for adoption leave, accompanied by documentation from the adoption authority indicating the anticipated date of taking custody, should be submitted at least one month prior to the anticipated date of taking custody of the child.

12.3.2 Where a principal takes custody of the child earlier than expected, an application for leave should be submitted no later than 14 days after taking custody of the child.

12.3.3 The first and last date of leave must be stated on the application.

12.3.4 A principal may vary the intended period of leave any number of times before it commences.

12.3.5 After leave commences the period of leave may be varied once without approval and on any number of occasions with approval. However, resumption of duty must then coincide with the commencement of a college term.

12.3.6 Subject to approval, a principal who has returned to full time duty after adoption leave, may, provided the principal has a balance of adoption leave to credit, apply to revert to full time or part time adoption leave.

12.4 Right of Return

12.4.1 A principal's right of return to their substantive position is retained if the total period of adoption leave and any other leave is 24 months (or less).

12.5 Part Time Adoption Leave

12.5.1 All principals adopting a child who has not commenced school at the date of taking custody, and who are to be the primary caregiver of the child, may take adoption leave on a part time basis.

12.5.2 Applications for part time adoption leave for between one and four days per week may be approved over a period of up to two years subject to the leave not exceeding the maximum entitlement provided in 12.1.1 c).

12.5.3 During part time adoption leave the right of return to the principal's substantive position is maintained.

12.5.4 Unless otherwise stated in this determination, the provisions of permanent part time employment will apply for all service undertaken during the period of part time adoption leave.

12.5.5 Principals may take both accrued long service leave and accrued recreation leave concurrently with part time adoption leave.

12.5.6 An application for part time adoption leave should be submitted at least one month in advance of the date on which leave is to commence.

12.5.7 A principal may make application to vary the period of part time adoption leave and/or work arrangements provided that sufficient adoption leave is available.

12.5.8 Subject to approval a principal who has returned to full time duty after adoption leave may apply to revert to part time or full time adoption leave.

12.5.9 Similarly, a principal who has returned to duty on a part time basis may apply to revert to full time adoption leave and vice-versa.

12.6 Service Credits for Adoption Leave

12.6.1 All periods of adoption leave, both paid and unpaid, count as service for incremental purposes.

12.6.2 Adoption leave without pay does not count as service for long service leave, except when a principal has completed at least ten years paid service, then any period of adoption leave without pay of less than six months counts for the accrual of long service leave.

12.6.3 Paid adoption leave counts as service for annual leave loading purposes.

12.6.4 Paid adoption leave accrues recreation leave pay and any entitlement will be paid during the relevant recreation leave.

12.6.5 With the exception of long service leave, annual leave loading and recreation leave, paid and unpaid adoption leave counts as service in respect of all other categories of leave.

12.7 Superannuation

A principal on adoption leave whether paid or unpaid, is not required to meet any payment of the employer's superannuation contributions.

12.8 Resignation

The position of a principal who submits notice of resignation when proceeding on adoption leave will be declared vacant. Resignation in this instance will not be accepted earlier than the last day of the paid adoption leave nor later than the last day of approved leave.

13. Parental Leave

13.1 Entitlement and Payment

13.1.1 Unpaid Leave

- a) Unpaid parental leave is available to principals for whom maternity or adoption leave does not apply, for the birth of the child or other termination of the spouses pregnancy or, in the case of adoption, from the date of taking custody, irrespective of their length of service.
- b) A principal is entitled to parental leave, which is not taken simultaneously with the partner's maternity leave or adoption leave, as follows:
 - i) a period of unpaid leave on a full time basis totalling 12 months; or
 - ii) a period of unpaid leave on a part time basis totalling 24 months at the discretion of the College Council; or
 - iii) a combination of full time and part time leave provided that the total period of parental leave taken does not exceed the equivalent of 12 months full time leave.
- c) Principals may take both accrued long service leave and accrued recreation leave concurrently with unpaid or half pay parental leave.
- d) Extended parental leave applied for but not commenced, will be cancelled in cases of miscarriage or stillbirth.
- e) All periods of full time and part time parental leave count. as service for incremental purposes.

13.1.2 Simultaneous Leave

- a) A principal may take simultaneous maternity/adoption leave and parental leave when:
 - i) a principal is taking paid parental leave and the principal's partner is taking maternity or adoption leave.
 - ii) both partners are sharing child caring duties on a part time basis on separate days.

13.1.3 Right to Request

- a) A principal entitled to parental leave may request the Community College to allow the principal:
 - i) to extend the period of simultaneous parental leave use 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 principal in reconciling work and parental responsibilities.
- b) The College Council shall consider the request having regard to the principal's circumstances and, provided the request is genuinely based on the principal's parental responsibilities, may only refuse the request on reasonable grounds related to the effect on the workplace or the Community College's business. Such grounds might include cost, lack of adequate replacement staff, loss of efficiency and the impact on customer service.
- c) The principal's request and the College Council's decision made under 13.1.3 a)(ii) and 13.1.3 a)(iii) must be recorded in writing.
- d) Where a principal wishes to make a request under 13.1.3 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 principal is due to return to work from parental leave.

13.1.4 Communication During Parental Leave

- a) Where a principal is on parental leave and a definite decision has been made to introduce significant change at the workplace, the College Council 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 principal held before commencing parental leave; and
 - ii) provide an opportunity for the principal to discuss any significant effect the change will have on the status or responsibility level of the position the principal held before commencing parental leave.

13.1.5 Paid Parental Leave

- a) Payment for parental leave is available to principals subject to completion of 40 weeks continuous service prior to the anticipated date of birth or date of taking custody.
- b) Payment is at the rate of one week full pay or two weeks half pay. This may be taken simultaneously with a partner's maternity leave. Any additional simultaneous leave will be unpaid.

- c) A principal who has completed 40 weeks of continuous service as per 13.1.5 a) and who has taken no more than 12 months full time maternity, adoption or parental leave or its part time equivalent is entitled to be paid at their normal rate (i.e. the rate at which they were paid before proceeding on leave) for another period of such leave regardless of whether they resume their normal hours of work before proceeding on leave again. This does not require the principal to complete a further period of 40 weeks continuous service.

13.2 Application and Variation of Leave

- 13.2.1 The Principal is required to make an application for parental leave at least one month prior to the proposed first day of leave.
- 13.2.2 An application for parental leave must be accompanied by a medical certificate which includes the anticipated date of birth of the child or in the case of an adopted child, documentation from the authority indicating the expected date of taking custody should be submitted.
- 13.2.3 The first and last date of leave must be stated on the application.
- 13.2.4 Principals eligible for long service leave may apply to use long service leave to supplement a period of half pay or unpaid parental leave.
- 13.2.5 A principal may vary the intended period of leave any number of times before it commences.
- 13.2.6 After leave commences the period of leave may be varied once without the approval and on any number of occasions with approval.
- 13.2.7 Subject to approval, a principal who has returned to full time duty after parental leave, may, provided the principal has a balance of parental leave to credit, apply to revert to full time or part time parental leave.

13.3 Part Time Parental Leave

- 13.3.1 Applications for part time parental leave for between one and four days per week may be approved over a period of up to two years subject to the leave not exceeding the maximum entitlement provided in section 13.1.1d).
- 13.3.2 The provisions of permanent part time employment will apply for all service undertaken during the period of part time parental leave.
- 13.3.3 Principals may take both accrued extended leave and accrued recreation leave concurrently with part time parental leave.

13.4 Superannuation

A principal on parental leave whether paid or unpaid, is not required to meet any payment of the employer's superannuation contributions.

13.6 Resignation

The position of a principal who submits notice of resignation when proceeding on parental leave will be declared vacant. Resignation in this instance will not be accepted earlier than the last day of the paid adoption leave nor later than the last day of approved leave.

14. Family and Community Service Leave

- 14.1 Principals can utilise family and community service leave to meet a range of family activities and community service responsibilities. This could include a need to respond to an emergency situation or could also be used in the event of planned absences for family and community service responsibilities where some advance notice is given.

- 14.2 A principal's eligibility for family and community service leave will be determined in accordance with the definitions set out in subparagraph b) of subclause 15.1.3.
- 14.3 The maximum amount of family and community service leave which may be granted to a principal is:
- during the first 12 months of service, 2.5 working days; or
- after completion of 12 months of service, five working days in any period of two years; or
- alternatively, the entitlement calculated by allowing one day for each completed year of service, less the total amount of family and community service leave previously granted during a principal's service.
- 14.4 Principals who apply for a period of leave that exceeds the maximum entitlement to family and community service leave may be granted leave without pay or long service leave to credit.

15. Personal Carer's Leave

15.1 Use of Sick Leave

15.1.1 A principal with responsibilities in relation to a class of person set out in subparagraph b) of paragraph 15.1.3, who needs the principal'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 10, Sick Leave, for absences to provide care and support, for such persons when they are ill or who require care due to an unexpected emergency. Such leave may be taken for part of a single day.

15.1.2 The principal 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 or establish by production of documentation acceptable to the College Council or a statutory declaration, the nature of the emergency and that such emergency resulted in the person concerned requiring care by the principal. In normal circumstances, a principal must not take carer's leave under this subclause where another person has taken leave to care for the same person.

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

- a) the principal being responsible for the care of the person concerned; and
- b) the person concerned being:
 - i) a spouse of the principal; 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 principal or spouse or de facto spouse of the principal; or
 - iv) a same sex partner who lives with the principal as the de facto partner of that principal on a bona fide domestic basis; or
 - v) a relative of the principal who is a member of the same household, where for the purposes of this subparagraph:

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

"affinity" means a relationship that one spouse because of marriage has to blood relatives of the other; and

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

15.1.4 A principal shall, wherever practicable, give the College Council 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 principal, the reasons for taking such leave and the estimated length of absence. If it is not practicable for the principal to give prior notice of absence, the principal shall notify the College Council by telephone of such absence at the first opportunity on the day of absence.

Note: In the unlikely event that more than 10 days sick leave in any year is to be used for caring purposes the College Council and principals shall discuss appropriate arrangements which, as far as practicable, take account of the College Council's and principal's requirements.

Where the parties are unable to reach agreement the disputes procedure at Clause 18 should be followed.

15.2 Unpaid Leave for Family Purpose

15.2.1 A principal may elect, with the consent of the College Council, to take unpaid leave for the purpose of providing care and support to a member of a class of person set out in subparagraph b) of subclause 15.1.3, who is ill or who requires care due to an unexpected emergency.

15.3 Annual Leave

15.3.1 A principal may elect with the consent of the College Council, subject to the *Annual Holidays Act 1944*, to take annual leave not exceeding ten days in single day periods or part thereof, in any calendar year at a time or times agreed by the parties.

15.3.2 Access to annual leave, as prescribed in subclause 15.3.1, shall be exclusive of any shutdown period provided for elsewhere under this award.

15.3.3 A principal and College Councils may agree to defer payment of the annual leave loading in respect of single day absences, until at least five consecutive annual leave days are taken.

15.3.4 A principal may elect with the College Council's agreement to take annual leave at any time within a period of 24 months from the date at which it falls due.

15.4 Make-Up Time

15.4.1 A principal may elect, with the consent of the College Council, to work "make-up time", under which the principal takes time off ordinary hours, and works those hours at a later time, during the spread of ordinary hours provided in the award, at the ordinary rate of pay.

16. Compassionate Leave

16.1 A principal shall be entitled to up to five days per year for leave on compassionate grounds, including bereavement (subject to this clause), with the approval of the college council.

16.2 A principal, shall be entitled to up to two days compassionate leave without deduction of pay, on each occasion of the death of a person as prescribed in subparagraph b) of subclause 15.1.3.

16.3 The principal must notify the college council as soon as practicable of the intention to take compassionate leave and will, if required by the College Council, provide to the satisfaction of the college council proof of death.

16.4 Compassionate leave shall be available to the principal in respect to the death of a person prescribed for the purposes of personal/carer's leave as set out in subparagraph b) of subclause 15.1.3, State

Personal/Carer's - Leave Case - August 1996, provided that, for the purpose of compassionate leave, the principal need not have been responsible for the care of the person concerned.

- 16.5 A principal shall not be entitled to compassionate leave under this clause during any period in respect of which the principal has been granted other leave.
- 16.6 Compassionate leave may be taken in conjunction with other leave available under subclauses 15.2, 15.3 and 15.4. In determining such a request, the college council will give consideration to the circumstances of the principal and the reasonable operational requirements of the college.

17. Long Service Leave

Principals shall have an entitlement to long service leave, subject to the following provisions:

17.1 Basis of entitlement

Long service leave accrues on the following bases:

17.1.1 On completion of 7 years service - 1 month and 12 calendar days

17.1.2 On completion of 10 years service - two months on full pay or four months on half pay

17.1.3 In excess of 10 years service - long service leave accrues at the rate of 15 calendar days for each completed year of service.

17.1.4 For service after five years but less than 10 years

- a) Principals who have at least five years service but less than 10 years, if a person's services are terminated either:
- i) for any reason other than the person's serious and wilful misconduct;
 - ii) by the person on account of illness, incapacity or domestic or other pressing necessity.
- b) The entitlement after five years service is one month's leave on full pay. For each completed year of service between five and 10 years, add six days and for each completed month of service add one half day.
- c) Under this provision, where a person is retired and has only between five and 10 years service, he/she is to be paid the monetary value of long service leave accrued in accordance with the above other than when a principal is resigning.

17.2 Provided that a principal has at least 10 years service, leave without pay taken for the reasons listed below counts as service for long service leave purposes regardless of the period involved, unless otherwise stated:

17.2.1 for military service, e.g., the Army, Navy or Air Force;

17.2.2 during major interruptions to public transport; or

17.2.3 periods during which a person is in receipt of workers' compensation.

17.3 Calculation of long service leave - The following guidelines should be applied to ensure uniformity in the calculation of long service leave:

17.3.1 For service between five years and 10 years:

- a) On completion of five years service the entitlement is one month on full pay.

- b) For each completed year in excess of five years, the entitlement is six days.
- c) For each month of service after five years, the entitlement is a half day.

17.3.2 For service of 10 years or more - On the completion of 10 years service, principals are eligible for two months leave on full pay and for each completed year of service after 10 years the entitlement shown in Table 1 of subclause 17.5 of this clause. Entitlements for portions of a year are outlined in Table 2 of the said subclause 17.5.

17.4 Principals with an entitlement to long service leave (LSL) may elect to take leave at double pay.

Principals who transfer between colleges may, by agreement, have their service regarded as continuous for the purpose of calculating long service leave. Accrued long service leave funds, by agreement between all parties, may be forwarded from the previous employing college to the new employing college.

17.5 From January 1 2006, public holidays that occur during a principal's period of long leave will be paid and not debited from an principal's leave entitlement.

The following table contains the accrual of long service leave entitlement for long service leave.

TABLE 1	
Period of service	Period of leave due
11 years	2 months 15 days
12 years	3 months
13 years	3 months 15 days
14 years	4 months
15 years	4 months 15 days
16 years	5 months
17 years	5 months 15 days
18 years	6 months
19 years	6 months 15 days
20 years	7 months
21 years	7 months 15 days
22 years	8 months
23 years	8 months 15 days
24 years	9 months
25 years	9 months 15 days
26 years	10 months
27 years	10 months 15 days
28 years	11 months
29 years	11 months 15 days
30 years	12 months
31 years	12 months 15 days
32 years	13 months
33 years	13 months 15 days
34 years	14 months
35 years	14 months 15 days
36 years	15 months
37 years	15 months 15 days
38 years	16 months
39 years	16 months 15 days
40 years	17 months

Where service includes periods of less than a completed year, leave shall accrue as follows:

Period of service	Leave Accrued Calendar Days
12 days to 23 days	1/2
24 days to 1 month 5 days	1
1 month 6 days to 1 month 17 days	1 1/2
1 month 18 days and less than 2 months	2
2 months to 2 months 11 days	2 1/2
2 months 12 days to 2 months 23 days	3
2 months 24 days to 3 months 5 days	3 1/2
3 months 6 days to 3 months 17 days	4
3 months 18 days and less than 4 months	4 1/2
4 months to 4 months 11 days	5
4 months 12 days to 4 months 23 days	5 1/2
4 months 24 days to 5 months 5 days	6
5 months 6 days to 5 months 17 days	6 1/2
5 months 18 days and less than 6 months	7
6 months to 6 months 11 days	7 1/2
6 months 12 days to 6 months 23 days	8
6 months 24 days to 7 months 5 days	8 1/2
7 months 6 days to 7 months 17 days	9
7 months 18 days and less than 8 months	9 1/2
8 months to 8 months 11 days	10
8 months 12 days to 8 months 23 days	10 1/2
8 months 24 days to 9 months 5 days	11
9 months 6 days to 9 months 17 days	11 1/2
9 months 18 days and less than 10 months	12
10 months to 10 months 11 days	12 1/2
10 months 12 days to 10 months 23 days	13
10 months 24 days to 11 months 5 days	13 1/2
11 months 6 days to 11 months 17 days	14
11 months 18 days and less than 12 months	14 1/2
12 months	15

18. Grievance and Dispute Resolution Procedures

- 18.1 A college council shall adopt procedures to deal with grievances of principals and disputes between the College Council and the principal.
- 18.2 Procedures:
- 18.2.1 A dispute must initially be dealt with at the college with graduated steps for further discussion and resolution at higher levels of authority.
- 18.2.2 Reasonable time limits must be allowed for discussion at each level of authority.
- 18.2.3 At the conclusion of the discussion, the council must provide a response to the principal's grievance, if the matter has not been resolved, including reasons for not implementing any proposed remedy.
- 18.2.4 While a procedure is being followed, normal work must continue.
- 18.2.5 The principal may be represented by the New South Wales Teachers Federation.

18.2.6 Should the procedure not lead to an agreed resolution, then either party may refer the dispute/grievance to the Industrial Relations Commission of New South Wales, but not before ten days from notification.

18.2.7 Matters for interpretation may be referred to the Industrial Relations Commission at any time.

19. Superannuation

19.1 Definitions

For the purposes of this clause:

19.1.1 Basic Earnings means the minimum rate of salary and the amount of any allowance prescribed from time to time in clause 6, Salaries.

19.1.2 Establishment Date means the date seven days after the establishment of the Industry Fund.

19.1.3 Fund means the fund agreed upon between the council and the principal.

19.1.4 Qualified Employee means:

- a) A principal who is employed at 1 February 1996.
- b) A principal employed after 1 February 1996 who has completed not less than 20 days service (or equivalent) at the relevant college.

19.2 Benefit

19.2.1 Except as provided in subclauses 19.2.3 and 19.2.4, each college in respect of each qualified employee employed by it shall pay contributions to the fund. The quantum of superannuation contributions shall be in accordance with the relevant legislation, including the *Superannuation Guarantee (Administration) Act 1992*, the *Superannuation Guarantee Charge Act 1992*, and the *Superannuation Industry (Supervision) Act 1993* or successor Acts.

19.2.2 Contributions shall be paid at intervals and in accordance with the procedures and subject to the requirements of the fund.

19.2.3 A college shall not be required to make contributions pursuant to this clause in respect of a period when that principal is absent from his or her employment without pay, except in the case of maternity leave.

19.2.4 Contributions shall be calculated:

- a) in the case of a qualified principal who is employed at 1 February 1996, from the beginning of the first pay period commencing on or after 1 February 1996;
- b) in the case of a qualified principal employed after 1 February 1996, from the beginning of the first pay period commencing on or after the qualified principal's date of engagement and shall be paid as soon as reasonably possible thereafter. Provided that, where the college has informed a principal of the principal's rights and obligations under this clause and the principal is or becomes a qualified principal and fails to join the relevant fund within six weeks of becoming a qualified employee, the college will only be obliged to make contributions calculated from the first pay period commencing after the principal advised the college in accordance with subclause 19.2.5 provided the college informs or has informed the principal in writing of its intention not to calculate the payment as provided in this paragraph.

19.2.5 A principal shall advise the College Council in writing of the principal's application to join a fund pursuant to this award.

19.2.6 Within three weeks of the establishment date a college shall advise each principal employed by it at the time of making this award, in writing, of the principal's entitlements under this clause and of the action to be taken by the principal to obtain the benefit of those entitlements.

19.2.7 When a new principal commences in employment the college shall advise the principal, in writing, of the principal's entitlements under this award within two weeks of the date of commencement of employment and also of the relevant provisions of subclause 19.2.4.

19.2.8 Subject to subclause 19.2.4, a college shall make contributions in respect of all days worked at the college by a qualified principal.

19.2.9 Nothing in this clause shall require a college to make more than one contribution in respect of any single day worked at the college by a qualified principal.

19.3 Records

The college shall retain all records relating to the calculation of payments to the fund for a period of six years.

19.4 Commencement

This clause shall come into operation seven days after the establishment date.

20. Duties as Directed

20.1 Council may direct a principal to carry out such duties as are within the limits of the principal's skill, competence and training, consistent with the classification structure of this award, provided that such duties are not designed to promote de-skilling.

20.2 A council may direct a principal to carry out such duties and use such tools and equipment as may be required, provided that the principal has been properly trained in the use of such tools and equipment.

21. Salary Packaging

21.1 Neither the College Council nor the principal may be compelled to enter into a salary packaging agreement.

21.2 Principals can choose to take their remuneration as cash salary or select a combination of cash salary and remuneration benefits to suit their individual and personal needs.

21.3 The Fringe Benefits Tax Assessment Act and the Income Tax Assessment Act or successor Acts together with the College Council's policy regulates and defines the type of benefits that can be packaged and the treatment for taxation purposes and the administrative arrangements that apply.

21.4 For the purposes of this clause, remuneration means the salary paid to a principal in accordance with clause 6 of this award.

21.5 Where agreed between the College Council and a full-time or part-time principal, the College Council may offer salary packaging in respect of the principal's annual remuneration including allowances.

21.6 Salary packaging shall mean that the principal will have part or all of their annual remuneration including allowances packaged into a fringe benefit which does not constitute a direct payment to the principal but is payable to a bona fide third party.

21.7 The terms and conditions of such a package shall not, when viewed objectively, be less favourable than the entitlements otherwise available under this award and shall be subject to the following provisions:

21.7.1 the College Council shall ensure that the structure of any agreed remuneration package complies with taxation and other relevant legislation;

- 21.7.2 where there is an agreement to salary package, the agreement shall be in writing and made available to the principal;
- 21.7.3 the principal shall have access to details of the payments and transactions made on their behalf. Where such details are maintained electronically, the principal shall be provided with a printout of the relevant information, or if maintained manually, on request;
- 21.7.4 the College Council has the right to vary or withdraw from a salary packaging agreement and/or withdraw from offering salary packaging in the event of changes to the operation of legislation that are detrimental to, or increase the costs of, salary packaging arrangements;
- 21.7.5 prior to entering into any salary packaging agreements, the principal will be given the opportunity by the College Council to seek independent advice in respect of salary package arrangements;
- 21.7.6 in the event that the College Council withdraws from a salary packaging agreement, the individual principal's salary will revert to whichever is the higher of:
- a) the ordinary time rate of pay that applied to the principal prior to the commencement of the salary packaging agreement; or
 - b) the applicable rate specified in Table 1, Monetary Rates.
- 21.7.7 notwithstanding any of the above arrangements, the College Council or principal may cancel any salary packaging agreements by the giving of one months notice of cancellation to the other party;
- 21.7.8 Superannuation Guarantee Contributions will be calculated with reference to the annual remuneration including allowances the principal would have been entitled to receive but for the salary packaging arrangement;
- 21.7.9 any payment including any allowances, penalty rates, overtime, payment for unused leave entitlements shall be calculated by reference to the annual remuneration including allowances which would have applied to the principal but for the salary packaging arrangement and payable during employment or on termination of employment or on death;
- 21.7.10 unless there is agreement between the College Council and the principal to the contrary, all salary packaging arrangements shall cease during any period of leave without pay, including periods of unpaid sick leave.

22. Secure Employment Test Case

22.1 Objective of this Clause

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

22.2 Casual Conversion

22.2.1 A casual principal engaged by a particular College Council 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 of part-time employment if the employment is to continue beyond the conversion process prescribed by this subclause.

- 22.2.2 Every employer of such a casual principal shall give the principal notice in writing of the provisions of this subclause within four weeks of the principal having attained such period of six months. However, the principal retains his or her right of election under this subclause if the employer fails to comply with this notice requirement.
- 22.2.3 Any casual principal who has a right to elect under subclause 22.2.1, upon receiving notice under paragraph 22.2.2 or after the expiry of the time for giving such notice, may give four weeks' notice in writing to the College Council 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 principal, the College Council shall consent to or refuse the election, but shall not unreasonably so refuse. Where a College Council refuses an election to convert, the reasons for doing so shall be fully stated and discussed with the principal concerned, and a genuine attempt shall be made to reach agreement. Any dispute about 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.
- 22.2.4 Any casual principal who does not, within four weeks of receiving written notice from the College Council, 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.
- 22.2.5 Once a casual employee has elected to become and been converted to a full-time employee or a part-time principal, the principal may only revert to casual employment by written agreement with the employer.
- 22.2.6 if a casual principal has elected to have his or her contract of employment converted to full-time or part-time employment in accordance with paragraph 22.2.3, the College Council and principal shall, in accordance with this paragraph, and subject to paragraph 22.2.3, discuss and agree upon:
- a) whether the principal will convert to full-time or part-time employment; and
 - b) if it is agreed that the employee will become a part-time principal, 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 a principal 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 a principal 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 principal and the College Council.

- 22.2.7 Following an agreement being reached pursuant to paragraph (vi), the principal shall convert to fulltime or part-time employment. If there is any dispute about the arrangements to apply to a principal 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.
- 22.2.8 A principal must not be engaged and re-engaged, dismissed or replaced in order to avoid any obligation under this subclause.

22.3 Occupational Health and Safety

22.3.1 For the purposes of this subclause, the following definitions shall apply:

- a) 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,

- b) 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.

22.3.2 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):

- a) consult with employees of the labour hire business and/or contract business regarding the workplace occupational health and safety consultative arrangements;
- b) 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;
- c) 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
- d) 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.

22.3.3 Nothing in this subclause 22.3.2c) 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*.

22.4 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.

22.5 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.

23. Area, Incidence and Duration

23.1 This award rescinds and replaces the Evening and Community College Principals (New South Wales) Award published 30 August 2002 (335 IG 1266) and award review published 9 September 2005 (353 IG 852), as varied.

23.2 This award commences on and from 11 September 2006 and shall remain in force until 31 December 2008.

23.3 This award shall apply to all principals, as defined, employed in the following Community Colleges, as defined in New South Wales:

ACE - North Coast Inc
Bankstown College Inc
Central Coast Community College
Eastern Suburbs Regional College
Hawkesbury Community College Inc
Hornsby Community College

Hunter Community College
 Macarthur Community College
 Macquarie Community College
 Many Warringah Community College Inc
 Mosman Evening College Inc
 Nepean Community College
 Northwest Community College
 The Parramatta College
 Riverina Community College Inc
 Southern Community College Inc
 St George & Sutherland Community College
 Sydney Community College
 Tamworth Community College
 Western College Incorporated

PART B

MONETARY RATES

Table 1 - Annual Salary Rates

Step	Current Rates of Pay	Band 1		
		24% in Three Instalments		
		11.09.2006	11.09.2007	11.09.2008
		8%	8%	8%
1	\$68,617	74,106	80,034	86,437
2	\$71,600	77,328	83,514	90,195
3	\$74,585	80,552	86,996	93,956
4	\$77,567	83,772	90,474	97,712
5	\$80,550	86,994	93,954	101,470
Step	Current Rates of Pay	Band 2		
		24% in Three Instalments		
		11.09.2006	11.09.2007	11.09.2008
		8%	8%	8%
1	66,330	71,636	77,367	83,556
2	69,214	74,751	80,731	87,189
3	72,099	77,867	84,096	90,824
4	74,981	80,979	87,457	94,454
5	77,685	83,900	90,612	97,861
Step	Current Rates of Pay	Band 3		
		24% in Three Instalments		
		11.09.2006	11.09.2007	11.09.2008
		8%	8%	8%
1	64,043	69,166	74,699	80,675
2	66,827	72,173	77,947	84,183
3	69,612	75,181	81,195	87,691
4	72,396	78,188	84,443	91,198
5	75,180	81,194	87,690	94,705

Table 2 - Other Rates and Allowances

Motor Vehicle Allowance	(Rates Current at 01.07.2006) '		
	Under 1600cc cents per kilometre	1601-2700cc cents per kilometre	Over 2700cc cents per kilometre
Official Business Rate	54.1	75.6	81.2
Specified Journey Rate	22.6	26.8	28.9

R. W. HARRISON *D.P.*

Printed by the authority of the Industrial Registrar.

CARE WORKER EMPLOYEES - DEPARTMENT OF AGEING, DISABILITY AND HOME CARE (STATE) AWARD 2006

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

Application by Liquor, Hospitality and Miscellaneous Union, New South Wales Branch, Industrial Organisation of Employees.

(No. IRC 332 of 2007)

Before Commissioner Bishop

4 April 2007

AWARD

PART A

MACHINERY OF AGREEMENT

1. Arrangement

Clause No.	Subject Matter
1.	Arrangement
2.	Title
3.	Application
4.	Area, Incident and Duration
5.	Future Awards
6.	Definitions
7.	Grievance/Dispute Settling Procedures
8.	Consultation

PART B

EMPLOYMENT CONDITIONS

9.	Contract of Employment
10.	Conversion to Permanent Employment
11.	Contract Hours
12.	Hours of Work
13.	Distribution of Hours
14.	Self-Rostering
15.	Gradings and Advancement
16.	Higher Duties/Multi-skilling
17.	Motor Vehicle Insurance
18.	Fixed Term Contracts
19.	On Call
20.	Client Cancellation
21.	Termination, Change & Redundancy Provisions

PART C

REMUNERATION

22.	Payment of Wages
23.	Time and Wages
24.	Penalty Rates for Ordinary Time and Weekends

25. Overtime
26. Public Holidays
27. Additional Payments and Allowances
28. Payment for Paperwork
29. Work Clothes
30. Superannuation
31. Occupational Health and Safety
32. Workers Compensation and Make-up Pay

PART D

LEAVE PROVISIONS

33. Annual leave
34. Sick leave
35. Personal Carers Leave
36. Parental Leave
37. Other Leave

PART E

TRAINING

38. Training Program
39. Regular Staff Meetings
40. English Tuition Training
41. Paid Union Training

PART F

LIVE-IN HOUSEKEEPER

42. Live-in Housekeeper

PART G

OTHER

43. Assistance in Dispute Resolution
44. Time and Wages Record
45. Anti -Discrimination

PART H

MONETARY RATES

- Table 1 - Salaries
Table 2 - Other rates and Allowances

APPENDICES

- Appendix A - Availability Register Form
Appendix B - Higher duties/Multi-skilling Agreement
Appendix C - Fixed Term Contract
Appendix D - Care Worker Self Rostering checklist
Appendix E -Guidelines for initiating changes to client service
Appendix F - Guidelines for grading care work

2. Title

This Award shall be known as the, Care Worker Employees - Department of Ageing, Disability and Home Care (State) Award 2006.

3. Application

This Award was negotiated between the Public Employment Office, the Department of Ageing, Disability and Home Care and the Liquor, Hospitality and Miscellaneous Unions

4. Area, Incidence and Duration

This Award shall apply to persons employed in the classifications contained in Part I, Monetary Rates - Table 1 Salaries

This award is to become operative on or after the first full pay period commencing 4 April 2007 and will expire on 31 August 2008.

5. Future Awards

The parties agree that they will commence negotiations for the next Award to achieve improved performance of the Department of Ageing, Disability and Home Care six (6) months prior to the Agreement expiring.

6. Definitions

"Award" - means the Care Worker Employees - Department of Ageing, Disability and Home Care (State) Award 2006.

"Casual employee" - means an employee engaged by the hour and paid as such and who works less than 20 hours per fortnight. Where a casual employee works above 20 hours per fortnight it is to be for temporary and relief purposes only.

"Competency Assessor" - An employee called upon by the employer to undertake the role of a Workplace Competency Assessor and any other role associated with the Care Workers Professional Development Program.

"Domestic Assistance Duties" - refers to assistance with domestic chores, including assistance with cleaning, dishwashing, clothes washing and ironing, shopping and bill paying and meal preparation where this is one component of the overall occasion of service.

"Employer" - means the Department of Ageing, Disability and Home Care Home Care Service.

"Employee" - means a person employed by the Home Care Service Division within the scope of this Award.

"Engagement" - means time on the job with the client(s), joined by the time taken to travel between clients, meal breaks, crib breaks and rest periods. Typically, this will be a series of tasks one after another.

"Family" - includes traditional family relationships, non traditional relationships and culturally based equivalents.

"Fixed Term Contract" - means an employee who has been employed specifically for a fixed term of employment.

"Full-time Employee" - means any employee who is regularly rostered to work between 70-76 hours per fortnight.

"Flexible Permanent Part Time Employee" - means an employee engaged to perform domestic assistance duties only and subject to clause 9F of this agreement.

"Overnight Care" - means care to clients overnight where the employee receives reasonable rest periods during the night.

"Part-time Employee" - means any employee other than an employee specifically engaged as a flexible permanent part time employee, who is regularly rostered to work less than 70 hours per fortnight and 20 hours or more per fortnight.

"Presenter" - means an employee designated by the Branch to prepare and present Branch based training programs to groups of employee's as distinct from one on one "on the job" training.

"Service" - means the Home Care Service of New South Wales.

"Task" - means the smallest discrete unit of an engagement. Examples of tasks may include; an incident of travel time, a specific client service, or a meal break. A client receiving 2 hours of service, 1 hour of housework and 1 hour of personal care, as 2 tasks - one for each service type.

"Union" - means the Australian Liquor, Hospitality and Miscellaneous Workers Union. (LHMU).

7. Grievance/Dispute Settling Procedures

- i. All grievances and disputes relating to the provisions of this award shall initially be dealt with as close to the source as possible, with graduate steps for further attempts at resolution at higher levels of authority within the Department of Ageing, Disability and Home Care , if required.
- ii. An employee is required to notify in writing their immediate supervisor, as to the substance of the grievance, dispute or difficulty, request a meeting to discuss the matter, and if possible, state the remedy sought.
- iii. 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 supervisor, the notification may occur to the next appropriate level of management, including where required, to the Director General, Department of Ageing, Disability and Home Care or delegate.
- iv. The immediate supervisor, or other appropriate officer, 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.
- v. If the matter remains unresolved with the immediate supervisor, 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. This sequence of reference to successive levels of management may be pursued by the staff member until the matter is referred to the Area or Regional Manager.
- vi. The Area or Regional Manager may refer the matter to the Regional Director for consideration.
- vii. If the matter remains unresolved, the Area or Regional Manager 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.
- viii. An employee, at any stage, may request to be represented by their union.
- ix. Notwithstanding the above, either party may refer the matter to the New South Wales Industrial Relations Commission if the matter is unresolved following the use of these procedures. The decision of the New South Wales Industrial Relations Commission must be accepted by the parties, subject to any appeal availability.
- x. Whilst the procedures outlined in the subclauses (i) to (ix) 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.

8. Consultation

If, during the course of this Award, the employer requires employees covered by this Award to undertake tasks outside the parameters normally and reasonably prescribed by the Department of Ageing, Disability and Home Care, the parties shall meet to negotiate appropriate rates of pay and conditions. Whilst those negotiations proceed, on a without prejudice basis, employees will be paid for such tasks at Higher Duties - Care Worker Grade 4 pursuant to clause 16 of this agreement.

PART B

EMPLOYMENT CONDITIONS

9. Contract of Employment

A. Employment Conditions

- i. An employee may be engaged as a full-time, part-time, flexible permanent part time, casual or fixed term contract employee. An employee shall be notified in writing at the point of hire of their employment status, grade/classification and level of contract hours.
- ii. Employees other than casuals shall be rostered for 2 weekly periods and their employment shall be terminated by 2 weeks notice on either side to be given at any time during the week or by the payment or forfeiture, as the case may be, of the difference between the notice given and 2 week's wages in lieu thereof.
- iii. Notwithstanding the provisions of this clause the employer or its representative shall have the right to terminate an employee at any time for refusal of duty, malingering, inefficiency, neglect of duty or misconduct and shall be liable only for payment up to the time of dismissal.
- iv. On the termination of employment the employer shall, at the request of the employee, give to such employee a statement signed by the employer stating the period of employment, the class of work employed upon and when the employment terminated.
- v. Where due notice of termination of employment has been given, all monies which are due shall be paid to the employee concerned no later than three (3) working days following date of termination. Monies shall be paid into the former employees wages account.

B. Full-time employment

- i. A full-time employee shall be an employee who is employed to work a minimum of 70 hours per fortnight and a maximum of 76 hours per fortnight.
- ii. Full-time employees shall be entitled to Annual Leave, Long Service Leave, Public Holidays, Sick Leave and like conditions of this Award on a full time basis of 76 hours per fortnight.

C. Part-time employment

- i. A part-time employee shall receive the appropriate hourly rate of pay prescribed in Part H. Monetary Rates - Table 1 Salaries, of this Award, calculated to the nearest whole cent, any amount less than a half cent in the result to be disregarded.
- ii. Part-time employees shall be entitled to Annual Leave, Long Service Leave, Public Holidays and like conditions of this Award on a pro-rata basis. Sick Leave shall be based on the upper level of contract hours as per Clause 34 - Sick Leave, of this award.

- iii. Part-time employees shall be offered all additional hours of work, in accordance with Clause 13 - Distribution of Hours, wherever practicable to do so before new employees are employed so that part-time employees may obtain increased regular hours (and where practicable to create full-time positions as per Clause 9 - Contract of Employment), of this Award .

D. Uncontracted employees

Contract hours shall not apply to permanent employees who were employed before the 1992 Award became operative and whose ordinary hours are less than 20 hours per fortnight. Such employees shall remain as part-time employees. Employees who are not covered by contract hours shall be offered additional work, wherever practicable, in order to increase their working hours to such a degree that they shall be covered by contract hours.

E. Casual employment

- i. Employees who work less than 20 hours per fortnight shall be employed as casuals and therefore shall not receive contract hours.
- ii. A casual employee is employed and paid by the hour and shall receive the hourly rate of pay prescribed in Part H. Monetary Rates - Table 1 Salaries , of this Award, plus a casual loading of 20% of the appropriate hourly rate of pay for all duty performed. This amount shall be the ordinary rate of pay for casual employees and is inclusive of compensation for Annual Leave, Sick Leave and Public Holidays. The ordinary hourly rate for casuals shall attract the appropriate loadings or penalties as outlined in this Award.
- iii. The hourly rate of pay prescribed in paragraph (ii) hereof shall be calculated to the nearest whole cent, any amount less than a half cent in the result to be disregarded.
- iv. Casual employees shall receive a minimum payment of one (1) hour for each engagement subject to the provisions outlined in Clause 12 - Hours of Work, of this Award.
- v. The employment of a casual employee may be terminated by one hour's notice.

F. Flexible Hours Permanent Part Time Employees:

Flexible hours permanent part time employees (hereinafter referred to as "Grade 1") may be employed subject to the following provisions:

1. On commencement of employment the employer shall advise the employee that the employment will be as a Grade 1 employee, and the base number of hours to be worked, being no less than 20 nor more than 30 per fortnight.
2. Thereafter the base hours may be altered by the employer within a range being 10 additional or 10 less hours per fortnight, after 14 days notice to the employee or less by mutual agreement.
3. Grade 1 employees shall work on weekdays only and will not be required to work on public holidays.
4. Grade 1 employees shall perform domestic assistance duties as defined only and may only perform Grade 2 duties for training purposes as part of a recruitment process for no more than one month, and only where the affected employee has requested such training in writing. Whilst training, the provisions of clause 16 vii apply to flexible permanent part time employees taking principle responsibility for delivery of a service. Any Grade 2 work performed in other circumstances will result in the employee being regarded as Grade 2 for all purposes, shall cease to be a flexible permanent part time employee and shall be converted to Grade 2 status on contract hours nearest to the base hours previously held.

5. If Grade 2 or 3 employees within a branch suffer a reduction in hours due to loss of planned work, the employer shall, subject to sub clause 2 of this clause, adjust the hours of any Grade 1 employees within that branch to make available additional hours for Grade 2 or 3 employees.
6. A Branch shall not employ more than one Grade 1 employee for each 4 permanent employees engaged at Grade 2 or higher within the scope of this Award.
7. Grade 1 employees are not subject to clauses 13, 16, (excepting 16 vii), 16(ii) and 16D.

G. Probationary Period

The employment of permanent employees without previous service employed subsequent to certification of this Award shall be subject to a probationary period of up to three months. During the first four weeks of employment such employees may be terminated with one day's notice. Provided that the employer and employee may agree in writing to reduce or exclude altogether the probationary period.

No probationary period shall apply to employees transferring from one grade to another, save for the balance of any probationary period arising from the initial engagement and which remains in force at the time of transfer between grades.

The probationary period is subject to the procedures contained in PART C, 10 "Probationary requirements for new employees" of the Home Care Service Personnel Policies and Procedures.

10. Conversion to Permanent Employment

1. This clause only applies to a regular casual employee:
 - (i) A "regular casual employee" means a casual employee who is employed by the Department of Ageing, Disability and Home Care on a regular and systematic basis for several periods of employment or on a regular and systematic basis for an ongoing period of employment during a period of at least six (6) months.
2. A regular casual employee who has been engaged by the Department of Ageing, Disability and Home Care for at least six (6) months, may elect (subject to the provisions of this clause) to have his or her contract of employment converted to permanent employment.
 - (i) The employee will be converted to a contract band in accordance with clause 13 of this Award.
 - (ii) The appropriate contract band will be determined by taking an average of the hours worked by the employee over the preceding six (6) months less 15% and employment will be offered within the corresponding band e.g. a casual employee averages 42 hours over twelve months, less 15% equals average of 35.7 hours. Therefore the employee must be offered a 30-hour contract.
 - (iii) Nothing in this clause prevents the Department of Ageing, Disability and Home Care from offering a contract at a higher level than that arrived at by following the process specified in sub-clause 14(10)(ii).
 - (iv) Nothing in this clause requires the Department of Ageing, Disability and Home Care to offer permanent employment to an employee who, after following the process specified in sub-clause 14(10)(ii), averages less than 20 hours a fortnight.
3. Where a regular casual employee seeks to convert to permanent employment, the Department of Ageing, Disability and Home Care may consent to or refuse the election, but only on reasonable grounds. In considering a request, the Home Care Service may have regard to any of the following factors:
 - (i) Initial employment through some form of merit selection
 - (ii) the size and needs of the Branch in which the employee works;

- (iii) the nature of the work the employee has been doing;
 - (iv) the qualifications, skills, and training of the employee;
 - (v) the employee's personal circumstances, including any family responsibilities;
 - (vi) ongoing availability of work
 - (vii) satisfactory performance and conduct record
 - (viii) any other relevant matter.
4. Where it is agreed that a regular casual employee will have his or her employment converted to permanent employment as provided for in this clause, the Department of Ageing, Disability and Home Care and the employee must discuss and agree upon to which contract band the employee will convert. Consistent with the process outlined at 14(10)(ii), 14(10)(iii).
 5. The date from which the conversion will take effect is the commencement of the next pay cycle following such agreement being reached unless otherwise agreed.
 6. An employee must not be engaged and/or re-engaged (which includes a refusal to re-engage) to avoid any obligation under this Award. Unless at the employees request or as a result of their individual circumstances
 7. Nothing in this clause obliges a regular casual employee to request conversion to permanent employment, nor permits the Department of Ageing, Disability and Home Care to require a casual employee to so convert.
 8. Nothing in this clause requires the Department of Ageing, Disability and Home Care to convert the employment of a regular casual employee to permanent employment if the employee has not worked for six (6) months or more for the Department of Ageing, Disability and Home Care.
 9. Nothing in the clause requires the Department of Ageing, Disability and Home Care to increase the hours of a regular casual employee seeking conversion to permanent employment. The allocation of work must be in accordance with Clause 15 of this Award- Distribution of Hours.
 10. Any dispute about a refusal of an application to convert a contract of employment or about the matters referred to in sub-paragraph 10(3) must be dealt with in accordance with the provisions of clause 7 - Grievance/Dispute Settling Procedure.

11. Contract Hours

(i) Contract Bands

Employees, other than casuals and Grade 1 employees, shall be given contract hours on a fortnightly basis.

The following table sets out the levels of contract hours:

Column 1 Contract hours	Column 2 Actual hours worked
20	20 - 29
30	30 - 39
40	40 - 49
50	50 - 59
60	60 - 69
70	70 - 76 (Full time)

Contract hours, as specified in column 1, shall be based on the Monday to Friday hours of work for Monday to Friday employees and Saturday to Friday hours for Saturday to Friday employees.

Contract hours specify the minimum hours the employee must work and the minimum payments that an employee shall receive.

An employee on contract hours, as specified in Column 1, must accept work up to and including the corresponding range of hours in Column 2 where this request is reasonable and within the employee's agreed availability. An employee may accept additional hours above the corresponding range by the agreement of both parties.

Employees who are unable to be offered at least their contract hours in work shall be paid the difference between the work that has been offered and their minimum level of contract hours.

Employees may progress from one level of contract hours to another on the basis of 12 monthly reviews, with the following hours required to have been worked on average per fortnight over the preceding 12 months to move onto that contract band. This review will occur every year in August. No employee shall suffer a reduction in contract except in accordance with Clause 21 - Termination, Change and Redundancy.

Contract Band	Averaged fortnightly hours over preceding 12 Months
30	36
40	48
50	59
60	71
70	74

(ii) Contract Reviews - Monday to Friday employees

- (a) Employees may progress from one level of contract hours to a higher level of contract hours on the basis of 12 monthly reviews of all Monday to Friday hours of work with the hours required to work to progress to the relevant band detailed in Clause 7A. Employees shall be consulted prior.
- (b) Existing employees who have chosen to remain Monday to Friday employees shall not be required to work on weekends unless agreed to by the employee.
- (c) If a Monday to Friday Employee can only be offered an increase in contract based on their weekend work then they will have the option to remain on their existing contract or to increase their contract hours and agree to a Saturday-Friday contract.

(iii) Contract Reviews - Saturday to Friday Employees

- (a) Employees may progress from one level of contract hours to a higher level of contract hours on the basis of 12 monthly reviews of all Saturday to Friday hours of work with the hours required to work to progress to the relevant band detailed in Clause 13A. Employees shall be consulted prior to any changes to their contract hours and shall be notified in writing of any change to their contract hours.
- (b) Existing Grade 2 staff who currently work Monday to Friday and are offered a Grade 3 promotion will be required to accept the position on the basis that the position will require them to be available for weekend work.
- (c) All promotional positions will be filled as per Clause 15 - Gradings and Advancements of this Agreement.

(iv) Reduction of Contract Hours

An employee may request a reduction in contract level. The branch will only comply with this request after receiving such request from the employee in writing.

12. Hours of Work

A. Ordinary Hours

- i. The ordinary hours of work shall be up to and including 76 hours per fortnight Saturday to Friday. All hours worked on weekends and outside 6.00 am to 6.30 pm Monday to Friday shall attract the appropriate penalties as per Clause 24 - Penalty Rates, of this Agreement.
- ii. Subject to Clause 25 - Penalty Rates, of this Agreement the ordinary hours of work exclusive of meal times shall not exceed 8 hours per day or 76 hours per fortnight, Saturday to Friday.

B. Minimum Start

Employees (including casuals) shall receive a minimum payment of two (2) hours for each engagement. Provided that in the case of Personal Care services, Respite Care services to Personal Care clients (and service where there is a genuine inability to roster for two (2) hour minimum start) the minimum start shall be one (1) hour.

C. Breaks between shifts

Employees shall be rostered in such a way that they receive at least 8 consecutive hours break within any 24 hour period. Should an employee not receive such a break then the employee shall receive overtime rates for all time actually worked during subsequent work days until such time as an 8 hour break is received. This clause shall operate subject to availability nomination as per sub-clause L of this clause

D. Travel Time

All travel time between clients during an engagement shall be regarded as time worked for all purposes of the Award.

E. Rest Period

Rest periods shall be allowed where necessary in accordance with current practice. The intervals shall not exceed ten (10) minutes and shall be part of the time worked without deduction in pay.

F. Meal Break

- i. A meal break of not less than thirty (30) minutes or more than sixty (60) minutes shall be allowed for employees who work continuously for five (5) or more hours during their ordinary hours of work.
- ii. No employee shall be required to work more than five (5) hours continuously without a meal break (or a crib break) after commencing their daily work.
- iii. Where the nature of the work does not allow for the taking of a meal break a paid twenty (20) minute crib break shall be taken.

G. Notification of hours

As far as possible the employer shall fix the time of duty in a flexible way to meet the needs of the client and the employee.

H. Rosters

All employees shall receive a roster setting out the following fortnights work, where appropriate. Such rosters shall be based upon agreed availabilities between the employee and the Branch.

I. Client Details

Employees must receive appropriate instruction or training before attending a new client, or being required to deliver a new service or skill.

In addition, employees shall be provided with relevant client details in writing to enable them to undertake the duties as directed (including relief clients).

Where written procedures are unable to be provided due to short notice, verbal instructions are acceptable but must be confirmed in writing.

J. Days off per fortnight

All employees shall be rostered in such a way that they receive at least one (1) day off per week. If there is agreement between the employee and the Branch this may be taken as two (2) days off per fortnight.

K. Availability for fortnightly roster

Employee's are not on call, unless as designated so by the Branch in accordance with the on call provisions contained in Clause 19 - On Call, of this Agreement.

Availability must be agreed between the employee and their supervisor in a fair and reasonable manner with the needs of both parties being considered. The agreed availability is then recorded in an availability register (See Appendix A).

L. Availability Conditions

Employees shall make themselves available in accordance with the following table. That is they must select the minimum number of availability time/periods in accordance with the employee's current contract level. Employees, increasing in contract level or new employees engaged on a contract of 30 hours per fortnight or more must be available for work on a Saturday to Friday basis in accordance with the table below. Provided that the entitlement of existing permanent employees employed as at the date of certification of this Award to increase contract bands without being required to nominate availability during a weekend period will not be affected in those circumstances where a contract may have been increased under the LHMU and Home Care Service of NSW (Field Staff) Enterprise Agreement 1999.

Note: A maximum of two (2) six hour time periods can be utilised for each 24 hour period.

Employees retain the option within their availability of whether they receive an 8 consecutive hour break or a 10 consecutive hour break within any 24 hour period.

Contract Level	Minimum number of Availability Time Periods	Weekend Availability for Saturday - Friday employee's
20	8 x 6hrs	Nil
30	10 x 6hrs	1 in 4
40	12 x 6hrs	1 in 4
50	14 x 6hrs	2 in 4
60	16 x 6hrs	2 in 4
70-76	18 x 6hrs	2 in 4

Availability must be agreed between the employee and the employer prior to the availability being accepted and activated.

Availability, once agreed, will remain in place for a period of 3 months and may only be altered during this period in extra-ordinary circumstances. Following the expiry of the three month period either party may initiate discussion on changes to the agreed availability and nominated break between shifts.

The employer shall not require an employee to work ordinary hours outside their agreed availability.

In the event of a dispute between an employee and the employer regarding availability, clause 7 - Grievance/Dispute Settling Procedures of this Award shall apply.

M. Refusing Work

Employees will only be able to refuse work where either:

- * it is outside their agreed availability
- * they are rostered beyond their maximum contract range
- * fair and reasonable notice has not been given
- * there are extenuating circumstances

13. Distribution of Hours

Home Care will distribute hours of work to Care Worker teams established in geographically based areas within the Branch. Each team will consist of a number of Care Workers of different grades and contract levels which most effectively meet the client work load.

For the purposes of this clause "geographically based teams" shall mean the area within which the clients of a particular team are located.

The team will include a Service Co-ordinator who will be responsible for:

Overseeing allocation of work to Care Workers in the team

Advising team members of all work to be carried out within the team area, including work arising as a consequence of planned leave

Ensuring all Care Worker contracts are met

Advising team members the grade applicable to each service being provided

Supervising the team

Recruitment into the team to meet team needs

Ensuring all team processes are carried out

Making telephone calls associated with alterations to services not communicated in the client's home

Ensuring rostering within the team is cost effective and as efficient as possible

All members of a team shall recognise the right of all team members to an equitable distribution of work in accordance with agreed skills, contract levels and availability. Team members will act constructively, exercise tolerance and acknowledge the views of other team members, and utilise the Care Worker Self Rostering Checklist when seeking additional work or changes to existing work.

Where work is distributed in a team meeting the team is to distribute work to permanent employees (within the Team) in the following priority:

- i. to those who have fallen below contact hours
- ii. to those who have lost clients recently for reasons such as death, hospitalisation or through legitimate clients self determination
- iii. to those who have notified the branch that they want more work, the work is available and is within their agreed availability

The team must consider the following issues in determining the distribution of work:

- i. Identify those staff who possess the necessary skills as determined by the Service Co-ordinator in consultation with the team;
- ii. All Occupational Health and Safety implications of the service to be provided have been considered;
- iii. The cost effectiveness of providing the service has been considered
- iv. The client's choice of employee has been considered and where that preference is for a legitimate reason. Any dispute as what constitutes a legitimate reason shall be dealt with pursuant to clause 11 Grievance/dispute settling procedure.

Where additional or relief work becomes available and sufficient notice of the availability of this work has been provided to the Service Co-ordinator and this work is not distributed in a team meeting, one or more the following distribution methods may be considered:

Relief rosters are displayed on a care Worker notice board for 2 weeks, one month prior to the commencement of the work;

Relief rosters are placed in a folder which is readily accessible to care Workers;

Copies of the work being offered is sent out to individual care Workers who are unable to access the office;

Where alternative "drop-in centres" are available to care Workers, a copy of the available work is placed in a folder at that location accessible to all staff.

Or other acceptable arrangement as agreed by the team. Any such method shall be advised to the union on request

Permanent employees within the team shall have first opportunity to perform any additional work before casuals and contractors, subject to availability, appropriate training and the work being performed at ordinary time rates of pay. If work is allocated to a casual employee in the first instance, it must then be advertised at the first opportunity to permanent employees within the team where the work exists. Where the appropriate team cannot do the work, neighbouring teams will be offered the work, where cost effective, prior to the work being offered to other providers.

Note: Any work unable to be undertaken by the team remains the responsibility of the Service Coordinator for rostering purposes.

14. Self Rostering

1. Self Rostering is the practice of providing opportunity for Care Workers to re-roster services to better suit the changing requirements of either their clients or themselves.
2. Self Rostering is only to be undertaken by a Care Worker in such a way that the Department of Ageing, Disability and Home Care incurs no additional costs in relation to payment of hours, overtime and penalties for time worked arising from changes to the original roster.

For the purposes of the above, additional cost shall not be taken to include the travel allowance as provided for in this Award.

3. When a Care Worker or client wishes to change the date and/or time of service, then both the Care Worker and client may negotiate the change between themselves to reach a desired solution that is agreeable to both parties (see Appendix E Guidelines to use when Initiating Changes to Client Service).
4. Self Rostering is not to be utilised in substitution for normal leave provisions i.e.: sick and/or annual leave.

5. One Off Short Term Changes:

Care Workers are authorised to make one-off short term changes to their roster without notifying their service co-ordinator or the branch provided there are no award implications (see Appendix D, Care Worker Self Rostering Checklist) or increased costs associated with the change.

6. Changes made to rosters are to be recorded on either the back or front of the Care Worker timesheet for the fortnight in which the change occurred. Full details including client's name, number, day/date and time the service was provided and any kilometres incurred must be recorded.

7. Where either the client or Care Worker wishes to change the date and/or the time of a rostered service, and agreement cannot be reached between the parties, the service co-ordinator must be contacted to arrange a satisfactory alternative solution.

8. Permanent Changes:

If either the care Worker or the client wish to make a permanent change to a client's date and/or time of service they may negotiate this however, permanent changes must be discussed with, and agreed to, by the Service Co-ordinator prior to final confirmation of the change with the client.

15. Gradings and Advancements

Upon being employed by the Department of Ageing, Disability and Home Care employees shall be graded and/or advanced into one of the following grades based on the Guidelines as per Appendix F.

A Care Worker Grade 1

Employees engaged at this level shall be employed as Grade 1 employees only as provided in clause 9F and shall be required to perform domestic assistance duties only except in a training capacity as provided for by the said clause 9F.

B Care Worker Grade 2

An employee at this level shall be able to work without direct supervision and shall be competent in carrying out simple Personal Care, Housekeeping and Repetitive Upkeep tasks, where these duties have a slight to moderate impact on the work/Worker from client behaviours or household environment. Optional training shall be provided to employees at this level to equip employees to apply for Grade 3 positions.

C Care Worker Grade 3

An employee who has completed the training in Grade 2 or who demonstrates they meet the requirements of Grade 2 and have the skills to complete more complex tasks, may apply for positions at Grade 3.

Positions in this Grade shall be advertised within a Home Care Branch or geographical area and shall be filled internally. Grade 3 positions shall only be filled externally if the position cannot be filled internally.

Employees at this level will perform the duties of a Grade 2 employee and perform complex work where there is a moderate to pronounced impact on the work/Worker from client behaviours and/or the household environment. Grade 3 employees will be involved in on the job training of employees where required.

D Home Aides and Handypersons

Home Aides are staff who were employed prior to June 1992 and were unable or unwilling to be graded upon implementation of the 1992 Field Staff Award. Home Aides are not covered by contract hours. Home Aides cannot be employed after June 1992.

Handypersons are staff who were employed prior to June 1992 as Handypersons and were unable or unwilling to do the full range of duties required to be graded.

Handypersons who are employed post June 1992 can only be employed to specifically undertake Handypersons duties only and must be given contract hours.

Notwithstanding the above, should a dispute arise as to the nature of work that has been allocated to an employee, the parties in the first instance shall rely upon Clause 7 - Grievance/Dispute Settling Procedures, of this Award to resolve the matter.

16. Higher Duties/Multi-Skilling

A. Purpose

The purpose of this Clause is twofold. Not only will it enhance the skills of Grade 2 employees by providing the opportunity to multi-skill, it is also recognised that it will share the load of complex Grade 3 work amongst all employees that will contribute towards safer rostering practices.

The parties agree that the following is a policy that will contribute towards the development of long term arrangements to address issues such as the mix of work and self rostering.

The parties will continue to promote opportunities for employees who wish to increase their contract hours.

B. Multi-skilling

- i. Grade 2 employees may perform Grade 3 work where the Grade 3 work does not exceed 50% of the Grade 2 employee's minimum level of contract hours.

Permanent minimum level of contract hours	50% of Contract Hours
20	10
30	15
40	20
50	25
60	30
70	35

- ii. Grade 2 employees who undertake more than 50% of their minimum level of contract hours performing Grade 3 work in the fortnightly period shall be paid at the Grade 3 rate for all hours worked in the fortnightly pay period except where:
 - (a) in an emergency an employee may only exceed the 50% limit by up to 2 hours per pay period, provided that this 2 hours is not incurred in the one task.
- iii. Higher duties work will only be performed where the employee has the skills to perform the duties.
- iv. Grade 2 employees retain the option to accept or reject Grade 3 work.
- v. Where Grade 3 hours are worked by Grade 2 employees, the Grade 3 work will be included for the purposes of reviewing contract hours.
 - a) Should the employee choose to no longer perform permanent Grade 3 work, Home Care will review the contract level to determine if it can be maintained with only Grade 2 work.
 - b) Where the contract cannot be maintained, the contract will return to the original contract level.

- vi. A request by a Grade 2 employee to perform Grade 3 work will only be considered in writing from the employee to the employer. Refer Appendix B - Higher Duties/Multi-skilling Agreement, of this Award.
- vii. A Care Worker Grade 1 training in a higher grade pursuant to the provisions of clause 9F 4 of this Award shall be paid at the higher hourly rate where that employee is required to be principally responsible for the delivery of a service.
- viii. If a Grade 1 employee who is training is principally responsible for work at a higher level for in excess of 50% of his or her ordinary hours during a pay period, he or she shall be paid for all work performed during the pay period at the higher rate of pay.

C. Travel time

- i. Where an employee is performing work which is paid at a higher rate, they shall be paid the time taken to travel to the job and from the job at their classification rate.
- ii. Where the higher duties jobs are linked together by the time taken to travel between clients then the time taken to travel between the clients shall be paid at the higher rate of pay.
- iii. It is not intended to roster employees with gaps between clients to avoid payment under ii. above.

D. Higher duties

Subject to subclause B(vii) of this clause, an employee called upon by the employer to perform work of a grade paid at a higher rate shall be paid at the higher rate for the actual time spent performing the duties. Higher duties work will only be performed where the employee has sufficient skills to perform the duties.

(i) Payment for Leave whilst performing higher duties

(1) Where an employee proceeds on leave; and

- (a) the employee is employed in a Grade 2 position; and
- (b) the employee is currently called upon to perform higher duties as a Grade 3; and
- (c) has been called upon to perform higher duties for a continuous period of twelve months or more in a Grade 3 position;

the employee will be paid leave at the Grade 3 higher duty rate.

(2) Continuous service prior to the making of this Award will be taken into account in calculating leave

(ii) Higher duties - Administrative tasks

An employee called upon to act in positions within the Department of Ageing, Disability and Home Care, other than those under this Award, shall be paid the appropriate hourly rate applicable to that position. Where such rates are lower than the employee's ordinary rate of pay, the ordinary rate of pay will be paid.

(iii) Care Worker Grade 4

An employee at this level may perform one or more of the following tasks:

- (a) Presenter, preparing and presenting training programs to groups of employee's.

- (b) Workplace Competency Assessor , undertaking the tasks required of the Care Workers' Professional Development Program.

E. Promotion to Grade 3 positions

- i. Grade 2 employees who are performing regular Grade 3 work shall be deemed competent to undertake such work on a permanent basis and such experience will be taken into consideration in the selection of Grade 3 positions.
- ii. Where the contract hours of the vacant Grade 3 position is less than those currently worked by the Grade 2 applicant, the Grade 3 contract hours being offered by the Branch will be increased upon request from the employee by a maximum of (1) one contract level only.

17. Motor Vehicle Insurance

All employees (including casuals) will be required to obtain and provide proof of third party property motor vehicle insurance as a condition of their employment.

Third party property motor vehicle insurance will be checked annually, at the same time vehicle registration and drivers' licences are checked.

Employee's have a duty to notify Home Care if they are unable to maintain their motor vehicle insurance, vehicle registration or driver's licence, during the course of their employment.

18. Fixed Term Contracts

The purpose of implementing an additional classification for employee's to be employed on a fixed term contract basis has been established for limited use in the following specific circumstances.

Short term non-recurrent funded services;

Genuine situations of isolation where no other staff are available to provide services;

Relief situations where existing care Workers cannot carry out the work, i.e.: maternity leave

An employee can only be employed on a fixed term contract basis where it is consistent with the above circumstances.

The parties shall monitor the use of fixed term contracts every six months to ensure usage remains consistent with the above criteria.

All fixed term contracts must operate for a minimum of six (6) months and a maximum of twelve (12) months. Provided that, in special circumstances, with the agreement of the union, a fixed term contract can operate for 3 months.

Fixed term contract employees will only be employed where the agreed contract as outlined in Appendix C - Offer of Fixed Term Contract has been adhered to.

Branches shall notify the head office of the union in writing of an intention to enter into a fixed term contract a minimum of 4 weeks prior to the commencement of such contract. Provided that less than four weeks notification may be given in circumstances where the requirement for a fixed term contract becomes known to a branch at shorter notice, in which instance the branch will notify the union as soon as possible after it becomes aware of such requirement. The union may contact the Branch concerned directly in relation to such fixed term contract. Any disputes as to the existence and/or operation of such contract shall be dealt with pursuant to the provisions of Clause 7 Grievance procedure of this Award.

19. On Call

Employees who agree to be on call shall be paid 15% of the Grade 3 ordinary hourly rate whilst on call. Payment for time actually worked shall attract the appropriate loadings specified in Clause 24 - Penalty Rates, 25 - Overtime, or 26 - Public Holidays, of this Award. The on call arrangements operate outside normal office hours and weekends when the Branch office is closed. No employee will be required to be on call to perform grade 4 duties.

20. Client Cancellation

- i. Where an employee is given notice before 5pm the day before the rostered service was to take place that a client shall not be requiring service then no payment shall be made to the employee, except as provided for in Clause 26 - Public Holidays, of this Award.
- ii. Where an employee is given notice after 5pm the day before the rostered service or where an employee arrives at the client's home and the client is not there:

- (a) The Branch will, as soon as possible following receipt of advice of a cancelled shift, follow the protocol steps set out below to ensure every opportunity to replace work lost through cancellations is taken to replace that cancelled work with another job of the same or greater duration.

Step 1 - The Branch will examine all non-allocated work, including work to be or being performed by contractors within a team and neighbouring teams to identify any work which might be utilised as a replacement for cancelled work.

Step 2 - The Branch will examine all work being performed by casual employees within a team and neighbouring teams to identify any work which might be utilised as a replacement for cancelled work.

Step 3 - The Branch will examine all work being performed as overtime within a team and neighbouring teams to identify any work which might be utilised as a replacement for cancelled work.

Step 4 - The Branch shall, in identifying work as set out in steps 1, 2 and 3, recognise temporarily amended availability in respect to an affected employee who has advised availability outside the nominal availability previously advised in accordance with clause 12 of this agreement for the purpose of obtaining work to replace cancelled shifts.

Step 5 - The Branch shall offer any work identified within steps 1, 2 and 3 to an affected employee.

Work within neighbouring teams need not be examined where it is impracticable to offer that work to the affected employee due to inordinate travel requirements.

- (b) Where the Branch is unable to find replacement work during the same pay period then the employee shall be paid for the cancelled task up to a maximum of 1 hour.
 - (c) Where an employee fails to notify the Branch of a client cancellation or where an employee refuses appropriate replacement work, the employee will not be paid for the cancelled task.
- iii. Additional work which had been advised to an employee prior to a cancellation shall not in any circumstances be regarded as a replacement for work subsequently cancelled.

21. Termination Change and Redundancy Provisions

A. Introduction of Change

(a) Employer's duty to notify

- i. Where an employer has made a definite decision to introduce major changes in program, organisation, structure or technology that are likely to have significant effects on employees, the employer shall notify the employees who may be affected by proposed changes and the Union.
- ii. "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, provided that where the Agreement makes provision for alteration of any of the matters referred to herein an alteration shall be deemed not to have significant effect.

(b) Employer's duty to discuss change

- i. The employer shall discuss with the employees affected and the Union, the introduction of the changes referred to in paragraph A a) hereof, the effects the changes are likely to have on employees, 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.
- ii. 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 paragraph A a) hereof.
- iii. For the purposes of such discussion, the employer shall provide in writing to the employees concerned and the Union all relevant information about the changes including the nature of the changes proposed; the expected effects of the changes on 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 be inimical to the employer's interests.

B. Inability to meet contract hours

(a) Where a Branch cannot maintain Care Worker's contract hours the following process will apply:

- i. identify any hours which may be available through staff turnover, prior to employment of new staff;
- ii. review and distribute where appropriate to the contracted employee's work hours currently being undertaken by casuals;
- iii. hours should be distributed where appropriate from other staff who have work over and above their existing contract levels;
- iv. investigate the option of suitable transfers to other locations;
- v. affected staff should be given priority where appropriate for any additional hours available through new referrals.

- (b) A decision will need to be made as to whether to pursue a reduction in contract hours and/or redundancy. At this point the Manager will be required to notify the Regional/Area Manager and the Union before the following steps are taken:
- i. the Branch will initially consult with employee's to determine if any employee's are prepared to accept a reduction in contract hours;
 - ii. if no employee's are willing to reduce their contract hours, the Manager will make a recommendation to the Regional/Area Manager as to which employee's they have identified for a reduction in contract hours;
 - iii. the decision to reduce contract hours shall be fair and objective taking into consideration the skills, classification, service and history of work performance of the affected employee(s);
 - iv. where a reduction has occurred, the affected employee(s) will be offered any appropriate available work. If this results in the employee's hours increasing to the next level the employee's original contract level should be re-instated as a priority;
 - v. if reductions in contracts are not deemed a suitable option the Manager will make a recommendation to the Regional/Area Manager to offer a voluntary redundancy;
 - vi. if the necessary reduction is greater than 1 contract level, an offer of voluntary redundancy will be made.

C. Redundancy and retrenchment

Discussions before terminations

- i. Where an employer has made a definite decision that the employer no longer wishes the job the employee has been doing to continue, and that decision may lead to termination of employment, or the employer has made a definite decision not to maintain the contract hours of an employee the employer shall hold discussions with the employees directly affected and with the Union.
- ii. These discussions shall take place as soon as is practicable after the employer has made a definite decision which will invoke the provisions of subparagraph A a) i) hereof and shall cover, in addition, any reasons for the proposed terminations, measures to avoid or minimise the terminations and measures to mitigate any adverse effects of any terminations on the employees concerned.
- iii. For the purposes of the discussion the employer shall, as soon as practicable, provide in writing to the employees concerned and their Union, 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 Workers normally employed and the period over which the terminations are likely to be carried out. Provided that any employer shall not be required to disclose confidential information the disclosure of which would be inimical to the employer's interests.

D. Definition of Redundancy And Retrenchment

- i. "Redundancy" refers to a position that is identified as surplus to the organisation's requirements or the employer decides not to maintain an employee's Contract Hours and the position is abolished. The person holding that position becomes excess staff. For the purpose of this clause a position refers to the contract hours given to an employee.
- ii. "Retrenchment" refers to the termination of excess staff.

- iii. The following procedure and/or payments shall be made for retrenched employees subject to changes from time to time to approved general New South Wales Public Sector provisions.
 - (1) Four weeks' notice or pay in lieu of notice; five weeks notice for those employee's forty five (45) years of age or over and who have more than 5 years service. PLUS
 - (2) Severance pay at the rate of 3 weeks per year of continuous service to a maximum of 39 weeks. PLUS
 - (3) The benefit allowable to the employee as a contributor to the State Authorities Superannuation Scheme or First State Super. PLUS
 - (4) Pro rata annual leave loading in respect of leave accrued at date of termination.
- iv. The voluntary redundancy package, in addition to the retrenchment package is available to employee's who accept the package within fourteen (14) days and the employee terminates employment within the time nominated by the employer. The voluntary redundancy package includes:
 - 2 weeks pay for less than 1 years service
 - 4 weeks pay for 1 to 2 years of service
 - 6 weeks pay for 2 to 3 years of service
 - 8 weeks pay for 3 years of service or more
- v. Persons exuded from the provisions of this clause shall be:
 - i. Employees engaged on a short term and/or casual basis.
 - ii. Employees on Workers' compensation or those awaiting determination of claims against the employer (on the basis that compensation for the termination may arise from that source).
 - iii. Employees subject to termination on the grounds of misconduct or unsatisfactory service.

PART C

REMUNERATION

22. Payment of Wages and Payslips

- A. All wages shall be paid fortnightly in the employer's time not later than the close of business Thursday in each pay week. The pay period shall end at mid-night Friday on the previous week.

Where wages are not available by close of business on the Thursday of each pay week the following arrangements will apply:

- i. Where an individual employee's total wages have not been received by close of business the Thursday of the pay week, the employee will be offered the following choices:
 - (a) payment to be corrected no later than the Friday of the pay week using an "ad hoc" payment. This means a centrally organised adjustment paid directly into the employee's nominated account or;
 - (b) a "cash advance" for the difference between the total net wages that should have been paid and that amount paid no later than Friday of the pay week

- ii. Where a whole Branch of the Service is unable to pay their employees wages, due to technical problems by close of business on Thursday of the pay week, the Emergency Pay Procedures will be initiated.
 - (a) Emergency pay procedures require the employer to pay employees 100% of their previous ordinary pay period earnings.
 - (b) Where employees are overpaid, the Service will deduct the overpayment from the employees next pay period(s).

To proceed with b) above, the Service will be required to notify the employee in writing that an overpayment has occurred, stating the amount of overpayment and confirm that the overpayment will be deducted in their next fortnight's pay period(s).

- (c) Where employees are underpaid, under the Emergency Pay Procedures, all monies owed will be processed through an "ad hoc" payment and made available no later than close of business on the Friday of the pay period.

The Service will be required to notify the employee in writing that an underpayment has occurred, the amount of the underpayment, and confirm that the underpayment will be made available in an "ad hoc" payment.

- iii. Should a malfunction occur which prohibits the Service being able to pay employee's across the State their wages by Thursday of the pay week, the Service will initiate an Emergency Pay Procedure where all employee's will receive 100% of their previous fortnight's ordinary pay period earnings no later than Thursday of the pay period.
 - (a) Conditions as outlined in ii) b), c) will also apply to iii) above.
- B. Employees shall have their wages paid into one account with a bank or other financial institution in New South Wales that has access to electronic funds transfer. Wages shall be deposited in sufficient time to ensure that wages are available for withdrawal by employees by the close of business Thursday in each pay week.
- C. The employer shall supply to each employee a time sheet that shall be written up and signed by the employee, from day to day in ink, showing the name and address of the employee and the hours worked by the employee.
- D. Before or at the time of payment of wages each employee shall be issued with a pay slip showing the date of payment, period covered by such payment, separate identification of payments at each grade, travel allowance and overtime and contributions made as superannuation. In addition thereto, the payslip shall also show accrued entitlements, excluding sick leave, and express those entitlements in year to date figures.

23. Time and Wages

The following procedure is to be used when rostering tasks and travel time for employees and will be used when determining payment of wages.

- i. That all tasks (including travel time) will be rostered in blocks of time to the nearest five (5) minutes.
- ii. Should the task time and/or travel time increase or decrease then, for the purpose of payment of wages, the rostered time may need to change.
- iii. The following situations are to be adopted in these instances:
 - (a) when the engagement is exceeded by fifteen (15) minutes or more and the Service Coordinator agrees that the extra time is warranted or has been agreed to, then the engagement will be paid to the nearest five (5) minutes

- (b) when the engagement is less than the time rostered by fifteen (15) minutes then the engagement will be paid to the actual time rounded to the nearest 5 minutes
- (c) the rounding up or down will be as follows:
 - 1 or 2 minutes - round down
 - 3 or 4 minutes - round up
- (d) if the engagement does not increase or decrease by more than fifteen (15) minutes either way the employee will be paid for the actual rostered time
- (e) where the actual time is consistently different after the completion of the service, the Service Coordinator will be required to re-assess the service situation to determine if the rostered time should be altered permanently.

24. Penalty Rates for Ordinary Time and Weekend Work

A. Monday to Friday

Employee's who work outside the spread of hours of 6.00 am to 6.30 pm Monday to Friday shall be paid a loading of 25% for the actual time worked outside the spread of hours.

B. Weekend work

An employee who works during the weekend shall be paid time and a half for all work performed on Saturday and double time for all work performed on Sunday.

25. Overtime

A staff member may be directed by the Department to work overtime, provided it is reasonable for the staff member to be required to do so. A staff member may refuse to work overtime in circumstances where the working of such overtime would result in the staff member working unreasonable hours. In determining what is unreasonable, the following factors shall be taken into account;

- (i) the staff member's prior commitments outside the workplace, particularly the staff member's family and carer responsibilities, community obligations or study arrangements;
- (ii) any risk to staff members health and safety;
- (iii) the urgency of the work required to be performed during overtime, the impact on the operational commitments of the organisation and the effect on client services;
- (iv) the notice (if any) given by the Department regarding the working of the overtime, and by the staff member of their intention to refuse overtime; or any other relevant matter.

A. Rates of pay

For all work directed to be done beyond eight (8) hours per day or seventy six (76) hours per fortnight the rate of pay shall be time and a half for the first two (2) hours and double time thereafter, such double time to continue until the completion of the overtime work. In computing overtime each day's work shall stand alone.

Return to work after overtime

When overtime work is necessary it shall, wherever reasonably practicable, be so arranged that employees have at least eight (8) consecutive hours off duty between the work of successive days.

An employee (other than a casual employee or employee engaged on Overnight Care) who works so much overtime between the termination of such employee's ordinary work on one day and the

commencement of the employee's ordinary work on the next day that he or she has not at least eight (8) consecutive hours off duty between those times shall, subject to this sub-clause, be released after completion of such overtime until he or she has had eight (8) consecutive hours off duty without loss of pay for ordinary working time occurring during such absence.

If, on the instructions of the employer, such an employee resumes or continues work without having had such eight (8) consecutive hours off duty he or she shall be paid at double time until released from duty for such period and shall then be entitled to be absent until he or she has had eight (8) consecutive hours off duty without loss of pay for ordinary working time occurring during such absence.

Provided that an employee may, pursuant to clause 14L of this Award, elect to substitute a ten (10) hour break for the eight (8) hour break referred to in this subclause. An employee electing to substitute a ten hour break may not alter that election within a three month period following the election, except where there are extenuating circumstances and the employer agrees to such alteration.

B. Meal break before Overtime

Where the period of overtime is more than one and a half (1½) hours an employee before starting overtime after working ordinary hours shall be allowed a meal break of thirty (30) minutes that shall be paid for at the appropriate ordinary rate.

An employer and employee may agree to any variation of this provision to meet the circumstances of the work in hand provided that the employer shall not be required to make any payment for any time allowed in excess of thirty (30) minutes.

C. Crib time

An employee working overtime shall be allowed a crib break of thirty (30) minutes without deduction of pay after each four (4) hours of overtime worked if the employee continues work after such crib time.

D. Working during meals

An employee called upon to work during a recognised meal period as prescribed in Clause 12 - Hours of Work, of this Award, shall be paid overtime rates for all time so worked and such overtime shall continue to be paid until a meal break is allowed.

E. Meal money

An employee required to work overtime for more than two (2) hours without being notified on the previous day or earlier that she or he will be so required to work shall be paid an allowance for the purchase of a meal. Provided that the amount paid shall be equal to an amount determined by the Public Employment Office and published in the NSW Public Service Notices from time to time.

26. Public Holidays

A. The days on which the following holidays are observed shall be holidays under this Award: New Year's Day, Australia Day, Good Friday, Easter Saturday, Easter Monday, Anzac Day, Queen's Birthday, Labour Day, Christmas Day and Boxing Day and any day which may hereafter be proclaimed a public holiday throughout the State; and the picnic day of the Union which shall be held on the first Monday in August each year or another day to be taken which is mutually acceptable to the employer and employee and must be taken by 31 December each year.

B. Payment for public holidays

i. Employees other than casuals shall be entitled to the above holidays without loss of pay. Where an employee would normally expect to work on such Public Holiday(s) and the client cancels the service either in the current or previous pay period where the Public Holiday(s) falls, then the employee shall be paid for that cancelled task at ordinary time.

- ii. Employees directed to work shall be paid at the rate of double time and one half. Where an employee only works a proportion of their rostered hours, they shall be paid at double time and one half for those hours worked and ordinary time for the remaining rostered hours.
 - iii. For the purpose of this clause any employee whose ordinary hours of work commence before and continue past midnight shall be regarded as working on a holiday only if the greater number of his or her working hours fall on the holiday, in which case all time worked shall be regarded as holiday work. Provided that if the number of ordinary hours worked before and past midnight is equal, all ordinary time worked shall be regarded as time worked on the day on which the work commenced.
- C. Where in the State an additional holiday is proclaimed or gazetted by the authority of the Commonwealth Government or of the State Government and such proclaimed or gazetted holiday is to be observed generally by persons throughout the State, other than by those covered by Federal Agreements, or when such a proclaimed or gazetted day is, by any required judicial or administrative order, to be so observed, then such day shall be deemed to be a holiday for the purposes of the Agreement, for employees covered by this Agreement who are employed in the State in respect of which the holiday has been proclaimed or ordered as required.
- D. For the purposes of this Agreement:
- i. Where Christmas Day falls on a Saturday or on a Sunday, the following Monday and Tuesday shall be observed as Christmas Day and Boxing Day respectively.
 - ii. Where Boxing Day falls on a Saturday the following Monday shall be observed as Boxing Day.
 - iii. Where New Year's Day falls on a Saturday or on a Sunday, the following Monday shall be observed as New Year's Day.
 - iv. Where Anzac Day falls on a Saturday or on a Sunday the following Monday shall be observed as Anzac Day and the said Saturday and/or Sunday shall be deemed not to be holidays.
 - v. The Union picnic day shall be the first Monday in August each year or another day to be taken which is mutually acceptable to the employer and employee and must be taken by 31 December each year.
 - vi. By agreement between an employer and the Union delegates other days will be substituted for the said days or any of them.

27. Additional Payments and Allowances

A. Overnight Care

An employee, other than a Live-in Housekeeper, shall be paid at the rate shown as Overnight Care within clause 9 of this Award for each overnight care engagement which requires them to stay overnight at a client's home for up to a maximum of 12 hours.

Employees who work an engagement of overnight care shall attract leave entitlements such as annual leave, long service leave, Worker's compensation and contract hours at the rate of 4 hours per overnight care engagement.

The terms and conditions contained in this sub-clause shall be in substitution for and not cumulative upon the following clauses of the Award.

Clause Number	Subject
12	Hours of work
27B to G excepting 27Fiv	Additional payments and allowances
24	Penalty rates for ordinary time

25
26

Overtime
Public holidays

Employee's Right of Refusal

All employees will have the right to refuse to undertake overnight care tasks. Additionally employees will be required to register their availability should they be interested in undertaking overnight care duties.

B Offensive Cleaning

Employees who clean premises which are in a grossly offensive condition shall be paid double time for the duration of such work. Offensive cleaning refers to any one of the following activities:

The cleaning of bed linen severely soiled by faeces or other bodily fluids;
the cleaning of households severely contaminated by human or animal excrement;

other cleaning activities assessed by Home Care to be beyond the normal limits of regular domestic assistance.

In the event of a dispute between an employee and the employer as to whether a premises is in a grossly offensive condition Clause 7 - Grievance/Dispute Settling Procedures, of this Agreement shall apply.

Notwithstanding anything contained in this sub-clause, employee's have the right to refuse to undertake service classified as offensive cleaning, provided that the reasons are connected with the nature of the service and does not impact on other services provided such as personal care.

Offensive cleaning is payable to all grades provided the criteria set out above is met. Employees are not excluded from payment of offensive cleaning allowance simply by virtue of being engaged to perform personal care duties.

C. Inclement weather

An employee shall not be required to work under conditions brought about by inclement weather.

D. Travel allowance

- i. Where an employee is required to use their vehicle on official business in work time he or she shall be paid at the rate of 66.5 cents per kilometre. This rate will increase at the same relative percentage rate as increases applying to the Crown Employees (Public Service Conditions of Employment 2006) Award, an award of the New South Wales Industrial Relations Commission, or any successor to that award. Except as provided in paragraph (iii) hereof this payment shall exclude all travel from the employee's home to the first place of work and from the last place of work.
- ii. Following the 1 July 2005 CPI increase nominated in i. above, the amount of increase to be paid at and from 1 September 2005 shall be equal to the applicable rate paid to administrative staff of the Home Care Service of New South Wales.
- iii. Where an employee is required to use public transport for travel on official business such employee is to be reimbursed actual expenses incurred for such travel. Except as provided in paragraph (iii) hereof no reimbursement shall take place from the employee's home to the first place of work and from the last place of work.
- iv. The Travel allowance shall be paid as per paragraphs (i) and (ii) hereof travel to the first client and home from the last client of the engagement where the total hours worked in the day are two hours or less.

- v. Where an employee is rostered at the convenience of the employer with a break between clients, the employee shall be paid the Travel Allowance for the distance to travel home and from home to the next client.
- vi. No payment shall be made under this sub-clause unless the employer is satisfied that the employee has incurred expenditure for such travel.

E. Excess Travel Payments

There shall be an excess travel payment

1. The excess travel payment is to be paid as follows:

Where the distance between a Home Care Worker's residence and their first engagement, or the Care Worker's last engagement and their home, is greater than 20kms, then an excess travel payment shall apply for the excess kilometres above 20kms.

The excess travel payment is to be paid at the rate of the kilometre allowance as provided for in this Award.

2. The following conditions apply in conjunction with this provision:
 - (a) Excess travel time shall not be included for the purposes of the calculation of the following:
 - (i) work time
 - (ii) contract hours
 - (iii) leave eg: annual, long service or sick etc.
 - (b) The excess travel payment is paid at ordinary rates and penalties do not apply.
 - (c) Excess travel shall not be available where travel to and from a first and last engagement respectively is less than 20kms from the Home Care Branch Office.
3. Travel to the Branch or office or other location on Home Care business
 - (a) Staff who are directed to attend training, supervision, meetings or other Home Care business and who travel in excess of 20kms either way to the office or other location from their residence shall be entitled to the excess travel payment.
 - (b) Payment is not available under this provision for any leg of travel to and from a client.
4. For the purpose of this Clause, Excess Travel Payments will not be payable where an employee relocates their residence subsequent to being employed by the Branch.

F. Equipment and expenses

- i. Where equipment, materials and tools are supplied by the client, the employer shall ensure that they are of reasonable quantity, quality and safety standards.
- ii. Provided that where an employee provides his or her own equipment, materials and tools an allowance shown as tool allowance shall be paid by the employer. At the commencement of this agreement that amount was \$2.00per hour. This rate will increase at the same relative percentage rate as increases applying to the Crown Employees (Public Service Conditions of Employment 2006) Award, an award of the New South Wales Industrial Relations Commission, or any successor to that award

- iii. Employees required to provide consumables for use in their work shall be reimbursed the cost thereof.
- iv. Employees who are required in the course of their employment make local, STD or mobile telephone calls associated with rostering changes not occurring in the client's home, and who incur a cost shall be reimbursed the costs of such calls. The employer may require production of evidence (i.e.: telephone account) supporting such claim.

Where calls are made from a pre-paid mobile telephone and an account is not available, the employer may require a statutory declaration supporting such claims, which will be reimbursed to a level no less than that commensurate with the general level of such calls made within that Branch.

- v. No payment shall be made under this clause unless the employer is satisfied that the employee has incurred such expenditure.

G. Temporary Work Location

Employee's who are required to perform duties at a temporary work location necessitating an overnight stay shall be eligible to be paid an amount equivalent to the actual necessary cost of accommodation and meals (excluding morning and afternoon tea). This amount shall be paid prior to departure for the temporary work location.

28. Payment for Paperwork

All paperwork required by the office shall be completed in work time.

Where time sheets cannot be submitted during normal work time, employees should be paid the travelling allowance for all additional kilometres travelled between the last client of the day and home via the Branch.

Branches should establish drop off points, strategically placed, to enable employees the opportunity to deliver their completed time sheets to the Branch.

Branches shall also establish with employee's the most efficient method for delivery of their time sheets. For example the provision of pre-paid envelopes to the employee, the faxing of time sheets or other methods considered appropriate can be negotiated.

29. Work Clothes

On request, the employer shall supply free of charge two sets of suitable work clothes of a type agreed from time to time.

Work clothes shall be replaced by the employer on the basis of fair wear and tear.

Employees shall be provided with protective footwear and hats where the work the employee is performing requires this. Where the employer can not provide the protective footwear, employees shall be reimbursed the cost of the protective footwear on the production of receipts. Replacement shall be on the basis of fair wear and tear having regard to the hours worked.

Work clothes shall remain the property of the employer at all times and any employee applying for a new issue of any work clothes supplied by the employer who fails to return the last clothing issued to him or her shall not be entitled to a new issue without payment therefore. Should an employee on leaving the service fail to return any work clothes which are the property of the employer, the employer may deduct from the employee's final wage the value of the articles.

Home Care will purchase uniforms made by companies which have signed the "Home Workers code of practice", a scheme designed to stop the exploitation of home-based outworkers.

30. Superannuation

- i. The subject of superannuation contributions is dealt with extensively by legislation including the *Superannuation Guarantee (Administration) Act 1992*, the *Superannuation Guarantee Charge Act 1992*, the *Superannuation Industry (Supervision) Act 1993* and the *Superannuation (Resolution of Complaints) Act 1993*. The legislation, as varied from time to time, governs the superannuation rights and obligations of the parties.

Notwithstanding (i) above, the following provisions shall also apply.

- ii. Definitions

"The Fund" for the purpose of this clause shall mean the:

- (a) State Authorities Superannuation Scheme (SASS)
- (b) First State Super

- iii. "Ordinary Time Earnings" for the purpose of this Clause shall be accordance with SASS and FSS guidelines and as amended from time to time.
- iv. The Department of Ageing, Disability and Home Care shall provide each employee who is not a member of the Fund with a membership application form upon commencement of this clause and thereafter upon commencement of employment.
- v. Each employee shall be required to complete the membership application and the employer shall forward the completed application to the Fund by the end of the calendar month of commencement of this clause or commencement of employment.
- vi. Each employee shall be eligible to join the Fund upon commencement of employment.
- vii. Each employee shall be eligible to receive contributions from the date of eligibility, notwithstanding the date the membership application.
- viii. The Department of Ageing, Disability and Home Care shall contribute to the Fund in respect of each employee such contributions as required to comply with the *Superannuation Guarantee (Administration) Act 1992* and *Superannuation Guarantee Charge Act 1992* as amended from time to time.
- ix. The Fund and the amount of contributions paid shall be included in pay advice notices provided by the employer to each employee.
- x. Each employee shall be eligible to salary sacrifice up to a maximum of 30% of their income as a pre-tax contribution into First State Superannuation Scheme.

31. Occupational Health and Safety

The LHMU and the Department of Ageing, Disability and Home Care are committed to working together to improve the Department's occupational health and safety performance. This will be accomplished by continuing to support the systematic approach to implementing strategies which aim specifically at reducing the level of injuries to employees.

Integral to this approach is an emphasis on:

- promotion of the occupational health and safety vision
- risk management that identifies/assesses critical risk areas
- prevention achieved through hazard identification

active injury management that recognises importance of an early return to work

The following initiatives identified in the SafeCare Plan will continue:

- i. Branch Occupational Health and Safety (OHS) Improvement Groups maintained and supported will enable employees to contribute to the improvement of the Branch's OHS performance. Branch Managers will establish and maintain the groups through an election process based on expressions of interest. The OHS Branch Committee Representative and the Union Delegate should also be invited to attend these group meetings to discuss OHS issues.
 - ii. Home Care encourages union participation where appropriate at the Area level Occupational Health and Safety Strategic Committee meetings and in implementing safe work practices.
 - iii. Home Care requests union representation at the State Occupational Health and Safety Strategic Committee which meets quarterly to review progress of the SafeCare plan, identify and promote Best Practice and set policies affecting OHS in Home Care.
 - iv. Home Care and the Union will continue ongoing research relating to risk experience associated with hours of work, training and incidence of injury and service type. Both parties are open to consider the implications of the research and the effect these may have on current work practices and Award/Agreement conditions of employment.
 - v. All new employees shall receive appropriate occupational health and safety training prior to providing service to any client.
 - vi. Employees shall complete training in manual handling prior to providing personal care to clients which involve lifting or transferring clients.
 - vii. Employee's shall continue to further refine risk identification beyond the initial assessment performed by the Service Coordinator from an occupational health and safety point of view utilising the Workplace Review Form within the first 2 weeks of working with a new client. Hazard identification will be carried out by employees on a regular basis following the initial review.
 - viii. Employees will continue to be encouraged to submit Hazard Reports. These reports will be dealt with promptly and the employee who initiated the report will "sign off" only when the hazard has been resolved.
- (a) 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*.

(b) 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.

- (c) 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.

32. Workers Compensation and Make-Up Pay

The circumstances under which an employee shall qualify for accident make-up pay shall be as prescribed hereunder:

An employer shall pay an employee accident make-up pay where the employee receives an injury for which weekly payment of compensation is payable by or on behalf of the employer pursuant to the provisions of the *Workers' Compensation Act 1987* (NSW).

Accident make-up pay means a weekly payment of an amount being the difference between the weekly amount of compensation paid to the employee pursuant to the *Workers' Compensation Act 1987* (NSW) and the employee's ordinary rate of pay.

An employer shall pay, or cause to be paid, accident make-up pay during the incapacity of the employee within the meaning of the said Act until such incapacity ceases or until the expiration of a period of 26 weeks from the date of injury, whichever event shall first occur.

The liability of the employer to pay accident make-up pay in accordance with this clause shall arise as at the date of the injury or accident in respect of which compensation is payable under the Act, and the termination of the employee's employment for any reason during the period of any incapacity shall in no way affect the liability of the employer to pay accident make up payment as provided in this clause.

In the event that the employee receives a lump sum in redemption of weekly payments under the Act, the liability of the employer to pay accident make-up pay as herein provided shall cease from the date of such redemption.

PART D**LEAVE PROVISIONS****33. Annual Leave****A. Period of leave**

- (i) A period of 28 consecutive days' leave shall be allowed annually to an employee, other than a casual, after twelve (12) months' continuous service (less the period of Annual Leave).
- (ii)
- (a) Employees who regularly perform work on Sundays and who during the qualifying period have worked a minimum of 50% of ordinary hours on Mondays through Fridays, shall accrue additional annual leave as per the following table:

Number of Sundays worked as in 34A(ii) (b) and/or (c)	Additional days annual leave
11 to 17	1
18 to 24	2
25 to 31	3
32 +	4

- (b) Additional annual leave shall be calculated annually by reference to the number of Sundays on which work is performed up to and including during the final pay period of the financial year (1 July to 30 June) and shall be credited to employee's annual leave accruals in the second pay period of the new financial year.

Additional annual leave is not available in respect to part years of employment.

- (c) At the sole discretion of the employee and upon request, the employer shall pay as wages to the employee all or any additional annual leave accrued pursuant to this sub-clause in lieu of granting such additional annual leave.

B. Annual leave exclusive of public holidays

Subject to this sub-clause the Annual Leave prescribed by this clause shall be exclusive of any of the holidays prescribed by clause 26 - Public Holidays, of this Award and if any such holiday falls within an employee's period of Annual Leave and is observed on a day which in the case of that employee would have been an ordinary working day there shall be added to the period of Annual Leave time equivalent to the ordinary time which the employee would have worked if such day had not been a holiday.

C. Broken leave

Annual Leave shall be given and taken in a continuous period, or only if the employee and the employer so agree, in two (2) or more separate periods.

D. Calculation of continuous service

For the purpose of this clause service shall be deemed to be continuous notwithstanding:

- i. Any interruption or determination of the employment by the employer if such interruption or determination has been made merely with the intention of avoiding obligations hereunder in respect of leave of absence.
- ii. Any absence from work on account of personal sickness or accident or on account of leave lawfully granted by the employer; or

- iii. Any absence with reasonable cause proof whereof shall be upon the employee.

In cases of personal sickness or accident or absence with reasonable cause the employee to become entitled to the benefit of this sub-clause shall inform the employer, in writing or by telephone, if practicable, within 24 hours of the commencement of such absence, of the inability to attend for duty and as far as practicable the nature of the illness, injury or cause and the estimated duration of his or her absence. A notification given by an employee pursuant to Clause 34 - Sick Leave, of this Award shall be accepted as a notification under this subclause.

Any absence from work by reason of any cause not being a cause specified in this sub-clause shall not be deemed to break the continuity of service for the purposes of this clause unless the employer during the absence or within fourteen (14) days of the termination of the absence notifies the employee in writing the such absence will be regarded as having broken the continuity of service.

In cases of individual absenteeism such notice shall be given in writing to the employee concerned, but in the cases of concerted or collective absenteeism, notice may be given to employees by the posting up of a notification in the office, in the manner in which general notifications to employees are usually made in that office and by posting to the Union whose members have participated in such concerted or collective absenteeism a copy of it not later than the day it is posted up in the office.

A notice to an individual employee may be given by delivering it to such employee personally or by posting it to his or her last recorded address, in which case it shall be deemed to have reached the employee in due course of post.

In calculating the period of twelve (12) months' continuous service any such absence as aforesaid shall not, except to the extent of not more than fourteen (14) days in a twelve (12) monthly period in the case of sickness or accident, be taken into account in calculating the period of twelve (12) months' continuous service.

E. Calculation of service

Service before the date of this Award shall be taken into consideration for the purpose of calculating Annual Leave, but an employee shall not be entitled to leave if payment in lieu has been allowed. The period of Annual Leave to be allowed under this sub-clause shall be calculated to the nearest day any broken part of a day in the result not exceeding half a day to be disregarded.

Where the employer is a successor or assignee or "transmittor" of a business if an employee was in the employment of the employer's predecessor at the time when it became such employer, successor or assignee or transmittor, the service with the predecessor shall for the purpose of this clause be deemed to be in the service of the employer.

F. Calculation of month

For the purpose of this clause a month shall be reckoned as commencing with the beginning of the first day of employment or period of employment in question and as ending at the beginning of the day which in the latest month in question has the same date number as that which the commencing day had in its month and if there be no such day in such subsequent month shall be reckoned as ending at the end of such subsequent month.

G. Leave to be taken

The annual leave provided for by this clause shall be allowed and shall be taken and, except as provided by Clause 33 Annual Leave, of this award thereof, accepted in lieu of annual leave.

H. Time of taking leave

Annual leave shall be given at a time fixed by the employer within a period not exceeding six (6) months from the date when the right to annual leave accrued and after not less than four (4) weeks' notice to the employee.

I. Leave allowed before due date

The employer may allow annual leave to an employee before the right thereto has accrued due but where leave is taken in such a case a further period of annual leave shall not commence to accrue until after the expiration of the twelve (12) months in respect of which annual leave had been taken before it accrued.

Where leave has been granted to an employee pursuant to this sub-clause before the right thereto has accrued due and the employee subsequently leaves or is discharged from the service of the employer before completing the twelve (12) months' continuous service in respect of which the leave was granted and the amount paid by the employee for the annual leave or part so taken in advance exceeds the amount which the employer is required to pay to the employee under Clause 33 annual leave loading hereof, the employer shall not be liable to make any payment to the employee under Clause 33, annual leave loading hereof, and shall be entitled to deduct the amount of excess from any remuneration payable to the employee upon the termination of employment.

J. Payment for period of leave

Each employee before going on leave shall be paid the amount of wage that she or he would have been received in respect of the ordinary time which the employee would have worked had he or she not been on leave during the relevant periods.

Ordinary pay means remuneration for the normal weekly number of hours of work calculated at the ordinary time rate of pay (or ordinary pay) does not include the calculation of shift allowances, overtime and weekend penalties relating the ordinary time.

Where the normal weekly number of hours is not fixed, the normal weekly number of hours of work is the average weekly number of hours worked during the period of 12 months preceding the annual leave.

For the purposes of this sub-clause wages shall be at the rate prescribed by Part H. Monetary Rates - Table 1 Salaries, of this Award for the occupation in which the employee was ordinarily employed immediately prior to the commencement of the leave or the termination of the employment, as the case may be.

K. Proportionate leave on dismissal

If after one (1) month's continuous service in any qualifying twelve (12) monthly period an employee lawfully leaves his or her employment or the employment is terminated by the employer through no fault of the employee, the employee shall be paid at his or her ordinary rate of wage for 1/12 of a week at the same rate in respect of each completed week of continuous service, the service being service in respect of which leave has not been granted hereunder.

L. Annual leave loading

i. In addition to payment of wages due under Clause 33 J above hereof an employee before going on annual leave shall receive a loading of 17½ per cent of the appropriate ordinary rate of wages prescribed under Table 1 - Salaries.

ii. Annual leave loading shall not apply to pro-rata leave on termination.

M. Annual leave - notice period

Payment for periods of leave shall be paid to employees in their normal fortnightly manner, providing that payment shall be made to an employee before going on leave in the following circumstances:

- i. Payment is requested by the employee at least four (4) weeks prior to commencing leave;
- ii. where the period of leave is two (2) weeks or more.

34. Sick Leave

- A. An employee, other than a casual employee, who is unable to attend for duty during his or her working hours by reason of personal illness or incapacity not due to his or her own serious or wilful misconduct, shall be entitled to be paid at the ordinary time rates of pay for the time of such non-attendance subject to the following conditions and limitations:
- B. Sick leave shall apply to hours worked on the weekend where the employee is a Saturday to Friday employee. Employees employed on a Monday to Friday basis are not entitled to payment of sick leave for weekends.
- C. Employee's shall not be entitled to paid leave of absence for any period in respect of which he or she is entitled to payment under the *Workers' Compensation Act, 1987* (NSW). Absences due to accidents for which Workers' compensation is paid or payable shall be counted as continuous employment for the purposes of this clause.
- D. Employee's shall, as soon as practicable and in any case within 24 hours of the commencement of such absence, inform the employer of his or her inability to attend for duty and, as far as possible, state the nature of the injury or illness and the estimated duration of the absence. The employer shall be solely responsible for rostering changes to facilitate continuing service to clients in the event of sick leave being taken at short notice. Where sick leave is taken for extended periods and/or is known to the team prior to being taken, it may be rostered to other Care Workers in accordance with clause 13, Distribution of Hours of this Award.
- E. All periods of sickness shall be certified to by a registered medical practitioner provided however, that the employer may dispense with the requirements of a medical certificate where the absence does not exceed three (3) consecutive days or where, in the employer's opinion the circumstances are such as not to warrant such requirements.
- F. Sick Leave shall be granted provided that:
 - i. During each of the first three (3) months' employment one day only of sick leave shall be available each month to be granted to an employee. A day shall represent the rostered hours of the employee.
 - ii. On the first day of the fourth month of employment the balance of sick leave granted under subparagraph (iii) of this sub-clause shall be credited to the employee.
 - iii. The pro rata part-time entitlement is based on an employee's contract hours as follows:

Contract Hours	Yearly Sick Leave Entitlement in Hours
20	29
30	39
40	49
50	59
60	69
70	76

- iv. Part-time staff who do not have contract hours shall be entitled to the following:
 - (a) Staff who regularly work 10 hours and less per fortnight are entitled to 10 hours sick leave per year.
 - (b) Staff who regularly work more than 10 hours but less than 20 hours per fortnight are entitled to 20 hours sick leave per year.
- v. Sick leave shall accumulate from year to year and may be taken by an employee in addition to the sick leave entitlement available in any one year.

35. Personal Carers Leave

A. Use of Annual Leave

- (i) An employee may elect, with the consent of the employer to take annual leave not exceeding ten days in single-day periods, or part thereof, in any calendar year at a time or times agreed by the parties.
- (ii) An employee and employer may agree to defer payment of the annual leave loading in respect of single day absences, until at least ten consecutive days are taken.

B. Use of Sick Leave

- i. An employee with responsibilities in relation to either members of their immediate family or members of their household who need their care and support shall be entitled to use, in accordance with this sub-clause, their sick leave entitlement (as outlined in Clause 34) for absences to provide care and support for such persons when they are ill.
- ii. The employee shall, if required, establish by production of a medical certificate or statutory declaration, the illness of the person concerned.
- iii. The entitlement to use sick leave in accordance with this sub-clause is subject to:
 - 1. the employee being responsible for the care of the person concerned; and
 - 2. the person concerned being either:
 - (a) a member of the employee's immediate family; or
 - (b) a member of the employee's household.
 - 3. the term "immediate family" includes;
- iv. a spouse (including a former spouse, a de facto spouse and a former de facto spouse) of the employee. A de facto spouse, in relation to a person, means 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; and
- v. a child or an adult child (including an adopted child, a step or an ex nuptial child), parent, grandparent, grandchild or sibling of the employee or spouse of the employee.
- vi. The 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 their relationship to the employee, the reasons for taking such leave and the estimated length of absence. If it 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.

C. Personal Carers Entitlement for Casual employees

- (i) Subject to the evidentiary and notice requirements in subclause 1(ii) and subclause 1(iv) casual employees are entitled to not be available to attend work, or to leave work if they need to care for a person prescribed in subclause 1.1.3(ii) of this clause who are sick and require care and support, or who require care due to an unexpected emergency, or the birth of a child.
- (ii) The employer and the 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.
- (iii) An employer 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. Use of Domestic Leave

An employee (other than a casual) shall be entitled to 3 days paid leave at the ordinary rate of pay for each completed year of service, accumulating to a maximum of 5 days. A day shall be the hours that would have been worked and shall be counted as a day of domestic leave. Domestic leave will have no operation whilst an employee is on any other leave.

Where possible, employees shall give prior notice of absence stating the reason for taking leave, the name of the family member and the relationship to the employee where applicable and estimated length of absence. Employees shall notify by phone where they cannot give written notice.

Circumstances where Domestic Leave applies:

bereavement

family care in emergency circumstances

compassionate grounds - such as an illness of a family member

citizenship ceremonies

emergency or weather conditions, such as flood, fire, snow, etc where property is threatened an/or it prevents an employee from reporting for duty.

Circumstances where this leave does not apply:

attendance at court to answer criminal charges

to cover absences due to social activities or requirements

moving residence

E. Bereavement entitlements for Casual employees

- (i) Subject to the evidentiary and notice requirements in subclause (1) (ii) and (iv), casual employees are entitled to not be available to attend work, or to leave work upon the death in Australia of a person prescribed in subclause 1 (iii) of clause 35 Personal/Carers Leave.
- (ii) The employer and the 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

- (iii) An employer 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.

F. 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 to a family member who is ill. The Home Care Service undertakes to look favourably upon applications for unpaid leave during periods of family need.

G. Annual leave

Notwithstanding the provision of this clause, an employee may elect, with the consent of the employer, to take annual leave in single day periods not exceeding five days in any calendar year at a time or times agreed between them.

H. Maximum number of days

The maximum amount of sick leave, annual leave, leave without pay or domestic leave which may be taken in any one year shall be five days.

I. Grievance process

In the event of any dispute arising in connection with any part of this clause, such a dispute shall be processed in accordance with the dispute settling provisions of this Award.

36. Parental Leave

A. Nature of Leave

The provision of this clause applies to full-time and part-time employees, but does not apply to casual employees.

Subject to the terms of this clause employees are entitled to maternity, paternity and adoption leave and to work part-time in connection with the birth or adoption of a child. Paternity and adoption leave are unpaid.

B. Definitions

"child" means a child of the employee under the age of one year except for adoption of a child where child means a person under the age of five years who is placed with the employee for the purposes of adoption, other than a child or step-child of the employee or of the spouse of the employee or a child who has previously lived continuously with the employee for a period of six months or more.

"continuous service" means service under an unbroken contract of employment and includes:

- i. any period of leave taken in accordance with this clause;
- ii. any period of part-time employment worked in accordance with this clause or;
- iii. any period of leave or absence authorised by the employer or by the Agreement.

"female employee" means an employed female who is pregnant or is caring for a child she has borne or a child who has been placed with her for adoption purposes.

"former position" means the position held by a female or male employee immediately before proceeding on leave or part-time employment under this sub-clause whichever occurs first or, if such position no longer exists but there are other positions available for which the employee is qualified and the duties of

which he or she is capable of performing, a position as nearly comparable in status and pay to that of the position first mentioned in this definition.

"male employee" means an employed male who is caring for a child born of his spouse or a child placed with the employee for adoption purposes.

"primary care-giver" means a person who assumes the principal role of providing care and attention to a child.

"relative adoption" occurs where a child, as defined, is adopted by a grandparent, brother, sister, aunt or uncle (whether of the whole blood or half blood or by marriage).

"spouse" for the purpose of maternity and paternity leave includes a de facto or former spouse.

"spouse" for the purpose of adoption leave includes a de facto spouse but does not include a former spouse.

C. Basic entitlement

After twelve months continuous service, parents are entitled to a combined total of 52 weeks unpaid parental leave on a shared basis in relation to the birth or adoption of their child. For females, maternity leave may be taken and for males, paternity leave may be taken. Adoption leave may be taken in the case of adoption.

Parental leave is to be available to only one parent at a time, in a single unbroken period, except that both parents may simultaneously take:

- i. for maternity and paternity leave, an unbroken period of one week at the time of the birth of the child;
- ii. for adoption leave, an unbroken period of up to three weeks at the time of placement of the child.

D. Maternity leave

- i. An employee must provide notice to the employer in advance of the expected date of commencement of parental leave. The notice requirements are:
 - (a) at least 10 weeks prior to the date of confinement a medical certificate from a registered medical practitioner stating that the employee is pregnant and their expected date of confinement.
 - (b) At least 4 weeks prior to the employee commencing maternity leave, the employee is required to advise the employer the proposed date to commence maternity leave. The period of leave to be taken is a minimum of 6 weeks compulsory leave.
 - (c) An employer by not less than 14 days notice in writing to the employee may require her to commence maternity leave at any time within the six week immediately prior to her presumed date of confinement.
- ii. When the employee gives notice under D, i, a), the employee must also provide a statutory declaration stating particulars of any period of paternity leave sought or taken by her spouse and that for the period of maternity leave she will not engage in any conduct inconsistent with her contract of employment.
- iii. An employee will not be in breach of this clause if failure to give the stipulated notice is occasioned by confinement occurring earlier than the presumed date.
- iv. Unless agreed otherwise between the employer and employee, an employee may commence parental leave at any time within six weeks immediately prior to the expected date of the birth.

- v. Where an employee not then on maternity leave suffers an illness related to her pregnancy, she may take such paid sick leave as to which she is then entitled and such further unpaid leave (to be known as special maternity leave) as a registered practitioner certifies as necessary before her return to work, provided that the aggregate of paid sick leave, special maternity leave and maternity leave shall not exceed the period to which the employee is entitled under sub-clause 37.
- vi. Where an employee continues to work within the six week period immediately prior to the expected date of birth, or where the employee elects to return to work within six weeks after the birth of the child, an employer may require the employee to provide a medical certificate stating that she is fit to return to her normal duties of work.
- vii. Where the pregnancy of an employee terminates after 28 weeks and the employee has not commenced maternity leave, the employee may take unpaid special maternity leave of such period as a registered medical practitioner certifies as necessary, except that where an employee is suffering from an illness not related to the direct consequences of the confinement, an employee may be entitled to paid sick leave in lieu of, or in addition to, special maternity leave and maternity leave shall not exceed the period to which the employee is entitled under subclause 36 C.
- viii. Where leave is granted under subclause 36C, during the period of leave an employee may return to work at any time, to the position which she held immediately before proceeding on such leave, as agreed between the employer and the employee provided that time does not exceed four weeks from the recommencement date desired by the employee.
- ix. Where the pregnancy of an employee terminates before 28 weeks, other than by the birth of a living child and the employee has not commenced maternity leave, the maternity leave will be cancelled and the employee may return to work at any time, as agreed between the employer and the employee provided that time does not exceed four weeks from the recommencement date desired by the employee.

Payment for maternity leave

An employee who is eligible for Maternity Leave shall be paid for 9 weeks full pay from the date of commencing maternity leave.

Payment in advance

A woman may elect to be paid in advance but not in a lump sum. Payment in advance is to be made on a regular fortnightly basis.

E. Paternity leave

- i. An employee will provide to the employer at least ten weeks notice prior to each proposed period of paternity leave, with:
 - (a) a certificate from a registered medical practitioner which names his spouse, states that she is pregnant and the expected date of confinement, or states the date on which the birth took place; and
 - (b) written notification of the dates on which he proposes to start and finish the period of paternity leave; and
 - (c) a statutory declaration stating:
 - i. he will take that period of paternity leave to become the primary care-giver of a child;
 - ii. particulars of any period of maternity leave sought or taken by his spouse; and

- iii. that for the period of paternity leave he will not engage in any conduct inconsistent with his contract of employment.
- iv. The employee will not be in breach of sub-clause 36 E , i, if the failure to give the required period of notice is because of the birth occurring earlier than expected, the death of the mother of the child, or other compelling circumstances. The employee shall immediately notify the employer of any change in the information provided to the employer pursuant to subclause 36 E (a), (b) & (c).
- v. Cancellation of paternity leave

Paternity leave applied for but not commenced, shall be cancelled when the pregnancy of the employee's spouse terminates other than by the birth of a living child.

F. Adoption leave

An employee, upon production to the employer of the documentation required shall be entitled to one or two periods of adoption leave, the total of which shall not exceed 52 weeks, in the following circumstances:

- i. An unbroken period of up to three weeks at the time of the placement of the child's;
- ii. An unbroken period of up to 52 weeks from the time of its placement in order to be the primary care-giver of the child. This leave shall not extend beyond one year after the placement of the child and shall not be taken concurrently with adoption leave taken by the employee's spouse in relation to the same child. This entitlement of up to 52 weeks shall be reduced by:
 - (a) Any period of leave taken pursuant to sub-clause 36 H hereof and;
 - (b) The aggregate of any periods of adoption leave taken or to be taken by the employee's spouse.

The employee will notify the employer at least ten weeks in advance of the date of commencement of adoption leave and the period of leave to be taken. An employee may commence adoption leave prior to providing such notice, where through circumstances beyond the control of the employee, the adoption of a child takes place earlier.

Before commencing adoption leave, an employee will provide the employer with a statutory declaration stating:

- i. the employee is seeking adoption leave to become the primary care-giver of the child;
- ii. particulars of any period of adoption leave sought or taken by the employee's spouse; and
- iii. that for the period of adoption leave the employee will not engage in any conduct inconsistent with their contract of employment.

An employer may require an employee to provide confirmation from the appropriate government authority of the placement.

Where the placement of child for adoption with an employee does not proceed or continue, the employee will notify the employer immediately and the employer will nominate a time not exceeding four weeks from receipt of notification for the employee's return to work.

An employee will not be in breach of this clause as a consequence of failure to give the stipulated periods of notice if such failure results from a requirement of an adoption agency to accept earlier or later placement of a child, the death of a spouse, or other compelling circumstances.

An employee seeking to adopt a child is entitled to take unpaid leave for the purpose of attending any compulsory interviews or examinations as are necessary as part of the adoption procedure. The employee and the employer should agree on the length of the unpaid leave. Where agreement cannot be reached, the employer is entitled to take up to two days unpaid leave. Where paid leave is available to the employee, the employer may require the employee to take such paid leave instead.

G. Variation of period of parental leave

Unless agreed otherwise between the employer and employee, an employee may apply to their employer to change the period of parental leave on one occasion.

Any such change to be notified at least four weeks prior to the commencement of the changed arrangements except in the case of maternity leave where the period of maternity leave may be lengthened or shortened once only by the employee giving not less than 14 days notice in writing stating the period by which the leave is to be lengthened or shortened.

The period may be further lengthened or shortened by agreement between the employer and the employee.

H. Parental leave and other entitlements

An employee may in lieu of or in conjunction with parental leave, access other paid leave entitlements which they have accrued, such as annual leave or long service leave, subject to the total amount of leave not exceeding 52 weeks.

I. Transfer to a safe job

- i. Where an employee is pregnant and, in the opinion of a registered medical practitioner, illness or risks arising out of the pregnancy or hazards connected with the work assigned to the employee make it inadvisable for the employee to continue at her present work, the employee will, if the employer deems it practicable, be transferred to a safe job at the rate and on the conditions attaching to that job until the commencement of maternity leave.
- ii. If the transfer to a safe job is not practicable, the employee may elect, or the employer may require the employee, to commence parental leave.

J. Returning to work after a period of parental leave

- i. An employee will notify of their intention to return to work after a period of parental leave at least four weeks prior to the expiration of the leave.
- ii. An employee will be entitled to the position which they held immediately before proceeding on parental leave. In the case of an employee transferred to a safe job pursuant to sub-clause 36 I i. hereof, the employee will be entitled to return to the position they held immediately before such transfer.
- iii. Where such position no longer exists but there are other positions available which the employee is qualified for and is capable of performing, the employee will be entitled to a position as nearly comparable in status and pay to that of their former position.

K. Replacement employees

- i. A replacement employee is an employee specifically engaged or temporarily promoted or transferred, as a result of an employee proceeding on parental leave.
- ii. A replacement employee will be informed of the temporary nature of the employment and of the rights of the employee who is being replaced.

L. Effect of parental leave on employment

Absences in relation to parental leave shall not break the continuity of service of an employee but shall not be taken into account in calculating the period of service.

M. Termination of employment

An employee on Parental leave may terminate their employment at any time during the period of leave by notice given in accordance with this Agreement.

An employer shall not terminate the employment of an employee on the ground of their pregnancy or of their absence on Parental leave, but otherwise the rights of an employer in relation to termination of employment are not hereby affected.

N. Part-time work

With the agreement of the employer:

- i. A male employee may work part-time in one or more periods at any time from the date of birth of the child until its second birthday or, in relation to adoption, from the date of placement of the child until the second anniversary of the placement.
- ii. A female employee may work part-time in one or more periods while she is pregnant where part-time employment is, because of the pregnancy, necessary or desirable.
- iii. A female employee may work part-time in one or more periods at any time from the seventh week after the date of birth of the child until its second birthday.
- iv. In relation to adoption a female employee may work part-time in one or more periods at any time from the date of the placement of the child until the second anniversary of that date.

O. Return to former position

- i. An employee who has had at least 12 months continuous service with an employer immediately before commencing part-time employment after the birth or placement of a child has, at the expiration of the period of such part-time employment or the first period, if there is more than one the right to return to his or her former position.
- ii. Nothing in paragraph i. hereof shall prevent the employer from permitting the employee to return to his or her former position after a second or subsequent period of part-time employment.

P. Effect of part-time employment on continuous service

Commencement on part-time work under this clause, and return from part-time work to full-time work under this clause, shall not break the continuity of service or employment.

Pro rata entitlements

Subject to the provisions of this sub-clause part-time employment shall be in accordance with the provisions of this Award which shall apply on a pro rata basis.

Q. Transitional arrangements - annual leave

- i. An employee working part-time under this sub-clause shall be paid for and take any leave accrued in respect of a period of full-time employment, in such periods and manner as specified in the annual leave provisions of this Award, as if the employee were working full-time in the class of work the employee was performing as a full-time employee immediately before commencing part-time work under this sub-clause.

- ii. a full-time employee shall be paid for and take any annual leave accrued in respect of a period of part-time employment under this sub-clause, in such periods and manner as specified in this Award, as if the employee were working part-time in the class of work the employee was performing as a part-time employee immediately before resuming full-time work.
- iii. provided that, by agreement between the employer and the employee, the period over which the leave is taken may be shortened to the extent necessary for the employee to receive pay at the employee's current full-time rate.

R. Transitional Arrangements - Sick Leave

An employee working part-time under this clause shall have sick leave entitlements which have accrued under this Agreement (including any entitlement accrued in respect of previous full-time employment) converted into hours. When this entitlement is used, whether as a part-time employee or as a full-time employee, it shall be debited for the ordinary hours that the employee would have worked during the period of absence.

S. Part-Time work agreement

Before commencing a period of part-time employment under this subclause the employee and the employer shall agree:

- i. that the employee may work part-time;
- ii. upon the hours to be worked by the employee, the days upon which they will be worked and commencing times for the work;
- iii. upon the classification applying to the work to be performed; and
- iv. upon the period of part-time employment.

The terms of this Agreement may be varied by consent.

The terms of this Agreement or any variation to it shall be reduced to writing and retained by the employer. A copy of the agreement and any variation to it shall be provided to the employee by the employer.

The terms of this Agreement shall apply to the part-time employment.

T. Termination of employment

The employment of a part-time employee under this clause, may be terminated in accordance with the provisions of this Agreement but may not be terminated by the employer because the employee has exercised or proposes to exercise any rights arising under this clause or has enjoyed or proposes to enjoy any benefits arising under this clause.

Any termination entitlements payable to an employee whose employment is terminated while working part-time under this clause, or while working full-time after transferring from part-time work under this clause, shall be calculated by reference to the full-time rate of pay at the time of termination and by regarding all service as a full-time employee as qualifying for a termination entitlement based on the period of full-time employment and all service as a part-time employee on a pro rata basis.

U. Extension of Hours of Work

An employer may request, but not require, an employee working part-time under this clause to work outside or in excess of the employee's ordinary hours of duty.

V. Nature of part-time work

The work to be performed part-time need not be the work performed by the employee in his or her former position but shall be work otherwise performed under this Agreement.

W. Inconsistent agreement provisions

An employee may work part-time under this clause notwithstanding any other provision of this Agreement which limits or restricts the circumstances in which part-time employment may be worked or the terms upon which it may be worked including provisions:

- i. limiting the number of employees who may work part-time;
- ii. establishing quotas as to the ratio of part-time to full-time employees;
- iii. prescribing a minimum or maximum number of hours a part-time employee may work; or
- iv. requiring consultation with, consent of or monitoring by a union; and such provisions do not apply to part-time work under this clause.

X. Replacement employees

- i. A replacement employee is an employee specifically engaged as a result of an employee working part-time under this subclause.
- ii. A replacement employee may be employed part-time to the part-time employment of a replacement employee.
- iii. Before an employer engages a replacement employee under this sub-clause, the employer shall inform the person of the temporary nature of the employment and of the rights of the employee who is being replaced.
- iv. Unbroken service as a replacement employee shall be treated as continuous service.
- v. Nothing in this sub-clause shall be construed as requiring an employer to engage a replacement employee.

Other Parent Leave

A. An employee, other than a casual employee, who has completed 12 months' continuous service with the employer prior to the commencement of 'other parent' leave, shall be entitled to unpaid 'other parent' leave under the following conditions:

- (i) Up to a maximum of eight week's simultaneous unpaid leave;
- (ii) A further continuous period of unpaid leave to become the primary care giver for a period not exceeding 12 months less any leave already taken by the staff member as provided for in paragraph (i) of this subclause.
- (iii) Provided that an employee shall:
 - (a) give 10 weeks' notice of his or her intention to take 'other parent' leave;
 - (b) make a statutory declaration:

that he or she is applying for leave to become the primary caregiver;

detailing maternity or adoption leave sought or taken by his or her spouse;

that he or she will take another job or in any other way contravene his or her contract of employment while on 'other parent' leave,

B. Right to request

- (i) An employee entitled to either maternity, adoption or 'other parent' leave, other than a casual employee, may request the employer to allow the employee:
 - (a) to extend the period of unpaid maternity, adoption or 'other parent' leave for a further continuous period of leave not exceeding 12 months;
 - (b) to return from a period of maternity, adoption or 'other parent' leave on a part-time basis until the child reaches school age to assist the employee in reconciling work and parental responsibilities.
- (ii) The employer 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 employer's business. Such grounds might include cost, lack of adequate replacement staff, loss of efficiency and the impact on customer service.

C. Communication during maternity, adoption or 'other parent' leave

- (i) Where an employee is on maternity, adoption or 'other parent' leave and a definite decision has been made to introduce significant change at the workplace, the employer shall take reasonable steps to:
 - (a) 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 maternity, adoption or other parent leave; and
 - (b) 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 maternity, adoption or 'other parent' leave.
- (ii) The employee shall take reasonable steps to inform the employer about any significant matter that will affect the employee's decision regarding the duration of maternity, adoption or 'other parent' 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.
- (iii) The employee shall also notify the employer of change of address or other contact details which might affect the employer's capacity to comply with paragraph (i).

D. Casual Employees

- (i) An employer 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.

37. Other Leave

(1) Jury Service

An employee (other than a casual employee) required to attend for jury service during his or her ordinary working hours shall be reimbursed an amount equal to the difference between the amount paid in respect of the attendance for such jury service and the amount of wage the employee would have received in respect of the ordinary time which would have been worked had the employee not be on jury service.

(2) Study Leave

(i) Study leave shall be paid leave subject to the terms and conditions set out below:

- (a) Study Leave applies to all permanent employees including those employed on a part-time basis.
- (b) The course of study must be work related.
- (c) Decisions regarding the approval or otherwise for study leave shall not be the subject of an appeal to any service tribunal or any other industrial and/or lawful tribunal, commission or court.
- (d) Study Leave shall be granted and taken at the convenience of the Home Care Service. Such convenience shall take into consideration such factors as the necessity of an employee to be at work on specific days or times, availability of relief staff and service requirements concerning training or other requirements.

(ii) Study Leave shall be granted subject to the following criteria and conditions:

- (a) Study Leave is granted on the basis of half an hour of leave for each hour of face-to-face lectures, or equivalent, up to a maximum of four hours.
- (b) Such Leave shall be cumulative and may be taken as examination leave or for field work purposes following approval.
- (c) Study Leave shall not accumulate from year to year. Each academic year shall stand alone.
- (d) No travel time or travel allowance is payable.
- (e) All payment for Study Leave shall be at the ordinary rate of pay.

(3) RELIGIOUS LEAVE

The Department of Ageing, Disability and Home Care may grant leave for essential religious or cultural obligations. Management will be sensitive in accommodating the needs of staff to access their leave entitlements and flexible work hours for the purposes of observing religious duties.

Permanent employees of:

- (a) Any religious faith who seeks leave for the purpose of observing essential religious obligations of that faith; or
- (b) Any ethnic or cultural background who seeks leave for the purpose of observing any essential cultural obligations

may be granted access to recreation or long service leave to credit or leave without pay to do so, so long as adequate notice is given by the employee and it is operationally convenient for the employee to be released from duty.

In determining what is an essential religious or cultural obligation The Department of Ageing, Disability and Home Care will be guided by the Days of religious Significance for Multicultural NSW as distributed by the Community Relations Commission of NSW.

(4) **MILITARY LEAVE**

Permanent employees who are volunteer part-time members of the Australian Defence Forces may be granted military leave, subject to The Department of Ageing, Disability and Home Care's convenience.

Such leave maybe granted on full pay for permanent rostered hours, during ordinary working hours, for absences required for compulsory annual training or attendance at training, education, instruction or compulsory parades and may include the minimum time spent in travelling to attend the aforementioned items provided no payment has been received from the defence forces

The leave entitlement is:

Up to 24 working days per year to members of the Naval and Military Reserves; and

Up to 28 working days per year to members of the Air Force Reserves.

The military leave year is from 1 July of one year to 30 June of the next year.

Any further leave required in excess of the maximum may be charged against recreation or extended leave credits or taken as leave without pay.

Employees may be granted special purpose leave of up to one day to attend medical examinations and tests required for acceptance as volunteer part-time members of the Australian Defence Forces.

PART E

TRAINING

38. Training Program

A Training Committee shall be established consisting of equal numbers of employer and Union representatives.

The role of the Training Committee will be to advise on the development of a training program consistent with:

- i. the skill needs identified in the new classification structure;
- ii. the size, structure and nature of the operations of the Home Care Service;
- iii. the establishment of skill related career paths and promotion opportunities;
- iv. the introduction of properly accredited training;

Such training shall be undertaken by employees in the employer's time and training resource materials will be paid for by the employer.

Access to training should be on:

- i. an equitable basis
- ii. with the training requirements of the Branch in mind

- iii. within current Branch budgets

Employees should be consulted about available training and processes should be put into place to select the participants for training.

39. Regular Staff Meetings

Branches shall provide regular support and supervision both on an individual and a group basis, as appropriate

The Union Organiser shall be informed by the Branch Manger of formal group sessions relating to industrial changes, in order to respond to questions from employees.

The Union Organiser may also be informed of other appropriate group employee's sessions to facilitate access to staff. Should the Union Organiser attend after such sessions, notification will be required to the Branch Manager prior to the session taking place. This will enable Service Coordinators to re-roster services if required.

The Branch Manager will in turn notify employees that the Union Organiser will be attending after the session.

Time spent with Union Organisers will not be paid, unless otherwise notified by The Department of Ageing, Disability and Home Care, and attendance is voluntary for both members and non members.

40. English Tuition Training

The employer shall grant employees of non English speaking background who are unable to adequately communicate in the English language, time off without loss of pay during normal working hours to attend English language asses conducted by the employer or any other recognised statutory authority (including the Adult Migrant Education Service).

The development of this Training will be referred to the Training Committee as per Clause 38, Training Program, of this Award.

41. Trade Union Training

Employees nominated by the Union to attend during ordinary working hours a course organised and conducted by the Union, or a training provider nominated by the Union, shall do so without loss of ordinary pay, subject to the following:

- i. That the employer receive not less than four (4) weeks written notice of nomination from the Union, setting out the time, dates, content and venues of the course.
- ii. That not more than one (1) person at a time from any one Branch are nominated with no individual receiving payment for more than 40 hours training per year.
- iii. That a maximum of 800 hours per financial year, non cumulative, is available for trade union training for each year.
- iv. That the employer is satisfied that the course is of such a nature as to be calculated to assist in reducing labour disputes and in advancing industrial relations in the industry.

PART F**LIVE-IN HOUSEKEEPER****42. Live-in Housekeeper****A. Terms and conditions**

The terms and conditions contained in the clause shall be in substitution for and not cumulative upon the following clauses of the Agreement.

Clause Number	Subject
27	Additional payment and allowances
12	Hours of Work
24	Penalty Rates for ordinary time and Weekends
25	Overtime
26	Public Holidays

For the purposes of this clause, such substitution shall only apply while the employee is working as a Live-in Housekeeper.

- i. In respect of persons not permanently appointed as Live-in Housekeepers, in so far as clause 33 - Annual Leave and Clause 34 - Sick Leave, of this Agreement are concerned, hours worked under this clause shall be limited to eight (8) hours of every 24 for calculation purposes.
- ii. Live-in Housekeeper shall mean an employee of the Home Care Service of New South Wales, who provides one of or a combination of Oncology, Home Aide, Handy person and Personal Care duties, and would normally live at the client's premises for a period in excess of 24 hours.

B. Weekly rate

- i. The total weekly remuneration for a Live-in Housekeeper shall be calculated as follows:
- ii. Weekly Rate for Grade 3 + Special Loading + All Incidents Loading = Total Weekly Rate.
- iii. The Special Loading is calculated by obtaining 3.5% of the Grade 3 weekly rate. The special loading is in recognition of all factors, including but not limited to, the special pressures, responsibilities and climate inherent in the work of a Live-in Housekeeper.
- iv. The All Incidents Loading is calculated by obtaining 50% of the sum of the Grade 3 weekly rate plus the Special Loading. The All Incidents Loading of 50% take into account all incidents of employment inherent in the work and conditions of employment of Live-in Housekeepers, including but not limited to, the requirement to reside at the client's home and to perform work, and be available for the performance of work at all such times of the day and night as the job and the client's needs may require.

C. Daily rate

- i. The daily rate for a live-in housekeeper shall be calculated as follows:
- ii.
$$\frac{\text{Weekly rate for live-in housekeeper}}{5} + 25\% = \text{daily rate}$$
- iii. For the purpose of this sub-clause a day shall be defined as a period of 24 consecutive hours.
- iv. The minimum payment for work performed under this sub-clause shall be one day (24 hours) at the daily rate

- v. Work performed under this sub-clause shall be for relief and temporary purposes only.
- vi. An employee who works under this clause as a relief Live-in Housekeeper shall be entitled to a minimum (8) eight hours off duty between the termination of the Live-in Housekeeper engagement and the commencement of any subsequent engagement under this Award, other than Live-in Housekeeper.
- vii. An employee who is not required to work their normal rostered work as a result of being on an (8) eight hour break will not be entitled to payment for that rostered work.
- viii. An employee who is required to work without an eight (8) hour break off duty shall be entitled to be paid overtime rates as prescribed in Clause 25 (A) of this award.

D. Time off

- i. After each five (5) consecutive days of duty a Live-in Housekeeper shall be entitled to two (2) consecutive days off. Provided that:
 - (a) Such days may accumulate to a limit of six (6) and in any case must be taken at the conclusion of such service.
 - (b) Where it is mutually agreed between the employer and the employee that under special circumstances the days of duty should continue, such days may accumulate to a limit of eight (8) to be taken at the conclusion of such service.

Provided that the Live-in Housekeeper shall continue to receive their normal weekly wage pursuant to Clause 22 Payment of Wages, of this Agreement during such days off.

- ii. A Live-in Housekeeper will accrue one paid rostered day off per four (4) completed weeks of work (i.e. after each nineteen (19) working days). Such days off may accumulate only to a maximum of three (3).

E. Travel

Before proceeding to an assignment the employee shall determine the most appropriate mode of travel to and from the assignment. Such travel cost shall be calculated and paid as such, whether or not the employee uses the mode of travel. However, in isolated establishments discussion will take place between the employer and employee in relation to the use of the employee's motor vehicle.

Where motor vehicle is the most appropriate mode of travel, kilometre allowance in accordance with the provisions of Clause 27 - Additional Payments and Allowances, of this Agreement shall apply.

F. Commencement and cessation

Designated commencement of work insofar as place, date and time are concerned shall be calculated by the employer. Designated cessation of work insofar as place, date and time are concerned shall be calculated by the employer. Provided that time spent travelling shall be regarded as time worked.

G. Reimbursement of meals

In the event of whether all or some of breakfast, lunch and dinner not being provided the employer shall reimburse such reasonable amounts for same, upon proof of expenditure.

H. Annual leave

Subject to Clause 33 - Annual Leave and Clause 42 - Live in Housekeeper, of this Agreement hereof, a full-time Live-in housekeeper employed and paid as such shall accrue an additional week's leave for every twelve (12) months of continuous service on a pro-rata basis

PART G**EMPLOYEE REPRESENTATION****43. Assistance With the Dispute Settling Process****A. ASSISTANCE IN GRIEVANCE AND DISPUTE SETTLEMENT**

The Branch Secretary of the Australian Liquor, Hospitality and Miscellaneous Workers Union or any person authorised in writing by the Union, shall have the right to enter the Branch office during its hours of operations for the purpose of assisting with the grievance and dispute settling procedures under this Award, in accordance with the provisions of the New South Wales Industrial Relations Act.

B. ASSISTANCE IN OBSERVANCE OF THE AWARD

For the purposes of assisting employees with their rights and obligations under this Award, an employee may be appointed a Union Delegate in the Branch in which he or she is employed and shall, upon notification thereof to the employer, be recognised as the accredited representative of the Australian Liquor, Hospitality and Miscellaneous Workers Union. He or she shall be allowed the necessary opportunity during office hours to speak with other employees, and the employer, and to assist in ensuring that all parties understand their rights and obligations under this agreement. As part of this role, the following shall in apply in relation to the union delegate

- (i) The employer shall, subject to approval by the Branch Manager, allow the delegate reasonable access to office equipment such as photocopiers, facsimile machines and computer terminals pursuant to their assistance role, provided that such access is not disruptive to normal office procedures. The Branch Manager shall not unreasonably withhold approval.
- (ii) A current copy of the Award shall be permanently placed on or near such notice-board, and a copy given to each employee upon request.
- (iii) The Branch Manager shall advise the local union delegate in writing of the time, date and location of any induction course for new employees under this agreement. Such notice is to be given a minimum of seven days prior to that induction course occurring, or as soon as possible where such induction course is arranged to occur at shorter notice.
- (iv) The local union delegate, and/or an officer of the union, shall be allowed a maximum of 15 minutes to address new employees at such course in relation to the role of the union, and to offer union membership to any attendees.
- (v) Each branch shall take steps to facilitate re-rostering of delegates to ensure attendance by the delegate is practicable, and take steps to ensure that, where possible, the total number of hours worked by such delegate in that pay period are not decreased as a result of such attendance.

C. INSPECTION OF TIME AND WAGES RECORD

The time and wages record shall be open for inspection to a duly accredited Union official during the usual office hours at the employer's office or other convenient place.

A duly accredited official of the Union, making an inspection of time and/or wages records shall be entitled to take a copy or copies of entries made in those records relating to a suspected breach of the Award.

Provided that an inspection shall not be demanded unless an authorised official of the Union suspects that a breach of this Award has been committed.

44. Time and Wages Record

- A. The employer shall keep a record from which can be readily ascertained the name; the grade/classification; the hours worked each day; the rate of wages and the amount of wages paid for each employee.
- B. Notwithstanding anything elsewhere contained in this Award the employer may select and utilise, for time-keeping purposes, any fraction or decimal proportion of an hour (not exceeding quarter of an hour) and may apply such proportion in the calculation of the working time of employees who report for duty after their appointed starting times, or cease duty before their appointed finishing times. An employer who adopts a proportion for the aforesaid purpose shall apply the same proportion for the calculation of overtime.
- C. An employer shall retain time and wages records going back a period of seven years.

PART H

ANTI - DISCRIMINATION

45. Anti-Discrimination

- (i) It is the intention of the parties bound by this award to seek to achieve the objective 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.
- (ii) It follows that, in fulfilling their obligations under the grievance 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 provisions of the award which, by its terms or operation, has a direct or indirect discriminatory effect.
- (iii) 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.
- (iv) 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
- (v) 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:

- (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 this 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 I**MONETARY RATES****Table 1 - Salaries**

Classification	Basis	Rate per hour	Rate per week (38 Hours)	Rate per hour	Rate per week (38 Hours)
		1st Full pay on or after 1 Sept 2006 (3% Increase)	1st Full pay on or after 1 Sept 2006 (3% Increase)	1st Full pay on or after 1 Sept 2007 (3% Increase)	1st Full pay on or after 1 Sept 2007 (3% Increase)
Home Aide/ Handyperson	Permanent	\$16.42	\$623.96	\$16.91	\$642.58
Home Aide/ Handyperson	Casual	\$19.66		\$20.25	
Grade 1	Permanent	\$16.21	\$615.98	\$16.70	\$634.60
Grade 2	Permanent	\$17.02	\$646.76	\$17.53	\$666.14
Grade 2	Casual	\$20.41		\$21.02	
Grade 3	Permanent	\$18.40	\$699.20	\$18.95	\$720.86
Grade 3	Casual	\$22.06		\$22.72	
		Weekly rate (38 hours per week)	Daily rate	Weekly rate (38hours per week)	Daily rate
Live in Housekeeper	Permanent	\$1,085.51	\$271.38	\$1,119.14	\$279.79
Live in Housekeeper	Casual	\$1,302.61	\$325.66	\$1,342.97	\$335.75

Table 2 - Other Rates and Allowances

Description	Rate\Amount
Overnight Care	\$113.91 per overnight care task
Presenter	\$20.25 per hour
Competency Assessor	\$20.25 per hour
Equipment Allowance	\$2.00
Tea Money	\$9.00
Travel Allowance	66.5 cents per kilometre

APPENDIX A**CARE WORKER AVAILABILITY REGISTER FORM**

Contract Level	Minimum number of Availability Time Periods	Weekend Availability for Saturday - Friday Care Workers
20	8 x 6hrs	Nil
30	10 x 6hrs	1 in 4
40	12 x 6hrs	1 in 4
50	14 x 6hrs	2 in 4
60	16 x 6hrs	2 in 4
70-76	18 x 6hrs	2 in 4

PLEASE TICK THE REQUIRED NUMBER OF BLOCKS TO MATCH YOUR CONTRACT HOURS

Please note: Monday to Friday contracted employee can restrict your selection to Monday to Fridays only. Six hour time periods must be shown below.

Day of the Week	Time Period Weeks 1 & 3	Time Period Weeks 2 & 4
Saturday		
Sunday		
Monday		
Tuesday		
Wednesday		
Thursday		
Friday		
Saturday		
Sunday		
Monday		
Tuesday		
Wednesday		
Thursday		
Friday		

Note: Employee’s may nominate to be available for a greater number of availability blocks than the minimum required if they choose. Additional availability time periods would indicate the employee is available to be offered additional work should it become available.

Minimum break between shifts required: 8 hours/10 hours (delete one)

I, (Print full name agree to the following minimum number of availability time periods as per Clause 14 Hours of Work.

Signature: _____

Date : ____/____/____

Supervisor Signature : _____

Date : ____/____/____

ADDITIONAL INFORMATION

YES / NO, I would like to be considered for OVERNIGHT CARE work.

YES / NO, I would like to be considered for LIVE-IN HOUSEKEEPER work

APPENDIX B

HIGHER DUTIES/MULTI-SKILLING AGREEMENT

TO: (Employee’s Name)

FROM: (Branch Mgrs Name)

As per Clause 17 of the Care Worker Employees - Department of Ageing, Disability and Home Care (State) Award 2006, I offer you the opportunity to undertake permanent Grade 3 work up to 50% of your current contract level.

Current contract level: 50% of minimum contract level

As a result of accepting this offer the following conditions will apply:

- (i) Working Grade 3 hours up to 50% of your contract level may necessitate an increase in contract hours. Should you no longer choose to undertake Grade 3 work, Home Care will, wherever possible, endeavour to maintain your current contract level.
- (ii) However, as per your request the removal of Grade 3 hours may require the Department of Aging, Disability and Home Care not being able to maintain your current contract level with Grade 2 work. Home Care reserves the right to return you to the contract level you were on prior to accepting the additional Grade 3 work and will notify you prior to your decision becoming effective.

Branch Mgr (Signature) Date:/...../.....

I understand the terms and conditions of Clause 17 regarding my contract hours and accept the above offer.

Employee (Signature) Date:/...../.....

REQUEST TO WITHDRAW FROM UNDERTAKING GRADE 3 WORK

I wish to notify you that effective from pay period ending/...../..... that I no longer wish to undertake Grade 3 work as previously offered. I understand that as a result of this decision my contract hours may be reviewed back to the original contract level.

Employee (Signature) Date:/...../.....

OFFICE USE ONLY

(Delete whichever is not applicable)

- 1. Employee returned to original contract level
- 2. Employee able to be maintained on current contract level

Signature: Date:/...../.....

Position held:

APPENDIX C

OFFER OF A FIXED TERM CONTRACT

Employees Name:

Employees Address: Post Code:

Dear,

You have recently been successful in obtaining the position of Care Worker Grade Your conditions of employment are as follows:

- 1. Your conditions of employment will generally be those specified in the Care Worker Employees - Department of Ageing, Disability and Home Care (State) Award 2006. Any variation from these conditions will be specified in this contract.

- 2. You will be employed for a fixed term. Your employment will commence from/...../..... and will cease on/...../.....
- 3. The minimum number of hours you will be required to work will be per fortnight.
- 4. Should the client no longer require services provided by the Department of Ageing, Disability and Home Care, then you will be provided with four weeks notice of termination or four weeks payment in lieu of such notice. Such payment would not be made where services are being terminated on the grounds of misconduct or unsatisfactory service.
- 5. Employee’s will be required to provide the Department of Ageing, Disability and Home Care with a least 2 week’s notice of intention to terminate the contract.
- 6. Service provision guidelines allows the client to have the final say as to the person who provides such services required by them. For this reason, the Department of Ageing, Disability and Home Care would consider you to be on trial for a period of four (4) weeks to assess the compatibility with the client seeking the Department of Ageing, Disability and Home Care. If during the four (4) week period the client does not wish to continue the service then your employment would cease from the close of business upon receipt of that advice or upon the employment of a suitable replacement which ever is more appropriate.

Should the client for whatever reason decide to seek the provision of services from the Department of Ageing, Disability and Home Care but ask that another employee provide such services after the trial period, the Department of Ageing, Disability and Home Care will provide the following:

- (i) Four (4) weeks payment in lieu of notice. Such payment would not be made where services are being terminated on the grounds of misconduct or unsatisfactory service causing the client to seek services to be provided by another employee of the Department of Ageing, Disability and Home Care.
- 7. Due to the nature of your employment being specific to the needs of a particular client(s), should that client(s) not require the Department of Ageing, Disability and Home Care for a specific period of time, which will be in excess of a week, your employment with the Department of Ageing, Disability and Home Care will be suspended until the client requires the service to re-commence.

Such suspension of services will be without pay. Examples of a situation where the client may not require the Department of Ageing, Disability and Home Care for a given period may be when they do into a period of hospitalisation or respite care, proceed on holidays or may have a family member staying with them that will provide the services normally provided by Home Care.

- 8. The provisions of Clause of the above mentioned Award are not applicable to your employment.

Branch Mgr (Signature): Date:/...../.....

ACCEPTANCE

I, fully understand and accept the conditions and terms as set out in the above contract. I accept employment with the Department of Ageing, Disability and Home Care in the terms of the contract.

Employee (Signature): Date:/...../.....

APPENDIX D**CARE WORKER SELF ROSTERING CHECKLIST**

Before agreeing to accept new work or changing the day and/or time of service you currently provide, you must consider the following.

	Quality Conditions	
1.	Is the client happy with the changes being negotiated.	YES or no
2.	Is the change consistent with the CARES principles.	YES or no
3.	Will the change being negotiated maintain either your health and safety, or the health and safety of your client.	YES or no
	Award Conditions	
4.	Will you be taking a break after 5 hours work including travel time (meal, crib or break of engagement).	YES or no
5.	Will you be working 8 hours or less in the day.	YES or no
6.	Will you be working 76 hours or less in the fortnight.	YES or no
7.	Will the change mean you have not taken an 8 consecutive hour break within the current 24 hour period.	YES or no
8.	Will the change mean that you remain working within your agreed availability.	YES or no
	Cost Care Conditions	
9.	Will the change maintain your contract hours for the affected fortnight.	YES or no
10.	Will the change avoid a minimum start.	YES or no
11.	Will the change avoid a break of engagement (break at the Department of Ageing, Disability and Home Care's convenience).	YES or no
12.	Will the change attract a similar penalty rate.	YES or no
13.	Will you be working within your geographical area.	YES or no
14.	For Grade 2 staff only	
	Will you be accepting Grade 3 work in the fortnight that is less than 50% of your minimum level of contract hours.	YES or no

To nominate for new work offered or make temporary changes to your current roster, your answers **MUST** be all **YES**.

If you answer **NO** to any of the questions above please seek advice from your Service Coordinator.

If you require more work, either on a temporary or permanent basis, you should discuss your request with your Service Coordinator so that they are aware of your needs.

APPENDIX E

Guidelines to use when Initiating Changes to Client Service.

The following guidelines have been developed to assist Care Workers when determining the appropriateness of self-rostering. These guidelines should be used in conjunction with the Role of Care Workers (see WPI 3) and Care Workers Self-Rostering Checklist. Advice should be sought from the Service Coordinator where doubts arise.

1. Care Workers and clients may approach one another directly to request a change of time and or day in the following instances:
 - where the request would result in more efficient and safer rostering;
 - where the request would result in work being carried out more evenly over the span of the day; and
 - the change genuinely better suits both the client and the Care Worker.
2. Clients seeking to change the time and or date of a future service may do so directly with the Care Worker at the time of the current service. If the request occurs any other time it should be raised with the Service Coordinator who will negotiate the change with the Care Worker.
3. In all situations where the Care Worker or the client seek to re-roster a service to another time and/or date then both the client and the Care Worker have the right to refuse the request.
4. Should either the client or the Care Worker be unwilling to make the change, the request should not be pursued or held against either party.
5. In the situation where the client or Care Worker is unable to comply with the request, the request should be referred to the Service Coordinator immediately for action.
6. If the Care Worker is unable to comply with the client's request for an alternative time/date then the request should be forwarded to the Service Coordinator for re-rostering to alternative staff.

APPENDIX F

GUIDELINES FOR GRADING CARE WORK

TABLE OF CONTENTS

TITLE

Introduction

Definitions

Grading Care Work

Other Assistance

SCHEDULES

Schedule A - Grading Personal Care Tasks - Examples

Schedule B - Grading - Other Assistance - Examples

Schedule C - Interpersonal Skills

INTRODUCTION

Grading Care Work within the Department of Ageing, Disability and Home Care

When determining the grade of tasks which a the Department of Ageing, Disability and Home Care, Care Workers will perform in a household, the Supervisor will need to establish:

the tasks which are to be performed - personal care, housework, repetitive upkeep, respite care;

the likely impact on the Worker, or the work to be performed from, any household factors, -including behaviour, exhibited by the client or another household member.

The information necessary for grading, will be collected through:

the assessment/reassessment process;

support/supervision sessions with Care Workers.

DEFINITIONS

Grade 3 care work consists of:

Grade 3 Personal Care tasks

Grade 2 Personal Care, Housekeeping, Repetitive Upkeep and Respite Care.

Complex work where there is a moderate to pronounced impact on the work/Worker from client behaviours or household environment. Home Aides will need to possess a higher level of skill than that required within Grade 2 work.

All live-in Housekeeping

Grade 2 care work consists of:

Grade 2 Personal Care tasks

Housekeeping, Repetitive Upkeep and Respite Care where there is a slight to moderate impact on the work/Worker from client behaviours or household environment

GRADING CARE WORK**First Step**

If Personal Care tasks are to be performed, refer to the already graded lists to identify whether the work is Grade 3 or Grade 2.

Grade 3 - Personal Care work requires a Grade 3 Worker:

Personal Care Grade 3 task

Home Care Worker Grade 3

Grade 2 - Personal Care work requires a Grade 2 or Grade 3 Worker.

Personal Care Grade 2

Home Care Worker Grade 2 or Grade 3.

Second Step

When Grade 2 Personal Care or other assistance is being provided, it is necessary to consider the impact of household factors such as client behaviours in order to grade the work.

The more pronounced the impact the higher the level of interpersonal skills required of the Worker.

Moderate to pronounced impact would require a Worker with advanced interpersonal skills - Grade 3

Slight to moderate impact would require a Worker with basic interpersonal skills - Grade 2 or Grade 3

When there is moderate impact the work may be Graded by deciding whether it would be necessary to replace an existing Grade 2 Worker with a Grade 3 Worker who has advanced interpersonal skills.

OTHER ASSISTANCE

Pronounced impact from client behaviours/other household factors.	Grade 3 Work. Home Care Worker Grade 3	Advanced Interpersonal Skills
Moderate Impact	Grade 2 Work	Basic Interpersonal Skills
Slight Impact	Home Care Worker Grade 2 or Grade 3	Basic Interpersonal Skills

Personal Care

All personal care tasks have been graded either as Grade 3 or Grade 2.

The criteria used for grading personal care tasks, is detailed below.

Level of assistance needed (Grade 2 tasks involve some assistance to the clients, Grade 3 tasks involve a high degree or total assistance)

Who is responsible (is the client/carer responsible or is the care Worker responsible)

Bodily intrusion

The above criteria apply to Personal Care only, not other assistance provided in the household.

Showering/ Bathing	<ul style="list-style-type: none"> * Showering/Bathing adults and children with severely limited/uncontrollable body movements * Total bed bath/sponge where there is severely limited/uncontrollable body movements or serious comfort/health consideration 	<ul style="list-style-type: none"> * Assisting client to shower/bath self or totally showering/bathing client except where client has severely limited/uncontrollable body movements * Assisting with mobility or transferring to and from shower/bath except with clients who have severely limited/uncontrollable body movements * Assisting or transferring client to commode chair except where client has severely limited/uncontrollable body movements * Supervising children's bath * Bathing a baby * Total bed bath/sponge - exceptions Grade 3
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Toileting	<ul style="list-style-type: none"> * Assisting in placement, removal, emptying, care and cleaning of sheaths and leg baths * Assisting with indwelling catheterisation by changing collection bag and cleaning around the insertion site * Changing or assisting with urinary diversion - colostomy and drainage bags * All bowel management except changing babies nappies and toileting children * Continual caring of someone with bowel incontinence including washing person * Changing bowel incontinence pads * Responsibility for sterilising glass catheters for people using intermittent catheters 	<ul style="list-style-type: none"> * Helping people to the toilet * Assisting people to use the toilet by loosening clothing * Assisting client to change own incontinence and sanitary pads * Changing clients urinary incontinence pads * Assisting clients with bottles * Assisting self-catheterisation by holding mirror or positioning legs except where there is severely limited/uncontrollable body movements * Changing babies nappies, toileting children
Menstrual Care	<ul style="list-style-type: none"> * Changing tampons and sanitary pads 	<ul style="list-style-type: none"> * Assisting with menstrual care
Skin Care	<ul style="list-style-type: none"> * Changing dressings on pressure areas, ulcers, burns, wounds, cuts and grazes only in circumstances outlined in Service Policy Manual * Application of treatment creams to genital area 	<ul style="list-style-type: none"> * All skin care, eg: application of cream, rubbing pressure areas with lotions etc except where dressings are involved
Nasal Care	<ul style="list-style-type: none"> * Cleaning noses 	
Grooming	<ul style="list-style-type: none"> * All dressing/undressing where there are severely limited/uncontrollable body movements 	<ul style="list-style-type: none"> * All hair care * Limited care of nails as details in Service Policy Manual * Shaving: Where there are uncontrollable body movements use electric razors only. (All other shaving - electric razors recommended). * All dressing/undressing or assistance with dressing/undressing except where there is severely limited/uncontrollable body movements
Oral Hygiene		<ul style="list-style-type: none"> * Assisting client with their own care of teeth or dentures * Care of teeth and dentures for the client by using tooth brush/tooth paste/oral solutions only
Oral Medication		<ul style="list-style-type: none"> * Assisting client with or administering liquid medicines, pills, powders, nose and eye drops according to Service Policy Manual.

Medication	* Suppositories * Giving insulin injections in circumstances outlined in Service Policy Manual.	
Transferring/ Mobility	* Assisting clients to turn/sit where clients can offer limited/no assistance with weight bearing * Using mechanical aids to lift and transfer clients Assisting client with transfers/mobility where: * client can offer limited/no assistance with weight bearing * particularly careful handling is required because of the client's health/disability * some lifting or physically awkward movement is involved for staff in the transfer/mobility of clients	* Transferring client in and out of bed/chair/ car and assisting with mobility - exceptions see Grade 3 * Assisting clients to turn or sit up - exceptions see Grade 3
Fitting of Aids/ Appliances		* Such as splints and callipers
Therapy	* Assisting with therapy in any of the following circumstances: - high degree of assistance is involved - Care Workers have total responsibility because client is unable to take responsibility for the therapy and carer/therapist is not on site - Specialised training/knowledge is required	* Assisting with therapy in any of the following circumstances: - low level of assistance is involved - carer/therapist is on site or client is able to take responsibility for the therapy or carer/therapy is on site - simple instructions required rather than specialised training/knowledge
Assisting with Eating	* Assisting with eating where a risk of choking, vomiting or other eating difficulty is involved	* Assisting where there are no eating difficulties

OTHER ASSISTANCE (Not Grade 3 Personal Care Tasks)

When determining the grading for tasks other than Grade 3 Personal Care -Housework, Repetitive Upkeep and Respite Care - the Branch Manager or their delegate will need to consider the following:

What is the likely impact on the Worker, or the work to be performed from any household factor - including behaviours exhibited by the client or another household member.

Is the impact likely to be slight, moderate or pronounced because of some difficulty with client behaviour or household environment.

Examples of household factors which will often but not always have a significant impact on the work/Worker:

restless, wandering behaviour;

verbal abuse, aggression;

hearing or speech impairment which seriously affects communication;

extreme stress present due to household member with acute/terminal illness loss/bereavement;

households where children have been notified to DOCS as At Risk;

households where adults are at risk of abuse;

domestic violence;

where there is a severe allergy which requires additional care with the tasks;

The more pronounced the impact of household factors on care work, the higher the level of interpersonal skills required of the worker.

Moderate to pronounced impact would require a Worker with advanced interpersonal skills - Grade 3

Slight to moderate impact would require a Worker with basic interpersonal skills - Grade 2 or Grade 3

For examples of interpersonal skills see Schedule C.

For examples of grading other Assistance see Schedule B.

SCHEDULE A

GRADING PERSONAL CARE TASKS

Examples of Grading Personal Care with respect to the following criteria:

Level of assistance needed (Grade 2 tasks involve some assistance to the clients, Grade 3 tasks involve a high degree or total assistance)

Who is responsible (is the client/carer responsible or is the care Worker responsible)

Bodily intrusion

Example - Grade 3 Personal Care

Providing total bowel care for a severely disabled client while their carer leaves for a break. Analysis of the task according to the factors above:

Total assistance

Care Worker totally responsible while carer is away

Bodily intrusion

Example - Grade 2 Personal Care

Assisting client to wash and dry their own hair. Analysis of the task according to the factors above:

Some assistance

Client is responsible

No bodily intrusion

SCHEDULE B

GRADING OTHER ASSISTANCE

Examples of Grading other assistance with respect to the following criteria:

Slight, moderate or pronounced impact on work/Worker
Level of interpersonal skills required by Worker

Examples - Grade 3

- A. Providing housekeeping assistance to a disabled client who displays aggressive behaviour and who is often verbally abusive. This behaviour results from a brain injury.

The likely impact on the work or Worker is moderate to pronounced, depending on the frequency of the aggressive behaviour and the presence of other adults in the household.

Worker will need advanced level of interpersonal skills to be able to perform the tasks, for example: assertiveness skills to deal with the aggression and abuse - knowledge of the client's condition and understanding of the effect on the client's behaviour - negotiating skills to request assistance or change arrangements, if necessary.

- B. Assisting disabled adult female to shower, wash her hair and dress. Severe arthritis impairs the client's ability to assist. The Worker cooks tea for the client in the evening, the client can feed herself. However, the client often experiences severe depression which results in her becoming withdrawn and passive.

The impact of the client's condition on the work or Worker is likely to be moderate to pronounced as the work may take longer to perform and be more difficult for the Worker because of the client's passivity and depression.

Worker will need advanced level of interpersonal skills to be able to direct the client or to carry out tasks on own initiative at times when the client is depressed - to be sensitive to the client's behaviour and have advanced listening skills and empathy with the client.

Examples - Grade 2

- A. Providing activities for a blind adolescent girl as part of respite care. The worker will be following a plan which the carer has previously discussed and outlined. The carer is away from the home for the duration of the respite assistance.

The client's behaviour would have a slight to moderate impact on the work or Worker. The worker would need a basic level of interpersonal skills.

- B. Providing housekeeping assistance to an elderly woman who has severe asthma and heart problems. The impact on the work or worker is slight to moderate, depending on the client's health stability. The worker would need basic interpersonal skills, eg. ability to respond in a crisis.

SCHEDULE C

INTERPERSONAL SKILLS

Basic Interpersonal Skills - Care Worker Grade 2

The following list consists of examples of interpersonal skills which a Care Worker Grade 2 is expected to have acquired to a basic level.

Listening skills

Empathy

Ability to respond appropriately in crisis situations

Ability to take appropriate action

Knowledge of disabilities

Understanding of client behaviour

Flexibility

Sensitivity and tolerance

Assertiveness

Awareness of communication difficulties

Ability to give clear and simple information

Ability to elicit clear directions from client/carer

Ability to use different communication methods, eg. communication board

Self-awareness

Genuineness/respect for client

Acceptance of client condition/lifestyle

Maintaining objectivity

Advanced Interpersonal Skills - Care Worker Grade 3

The following list consists of examples of interpersonal skills which Grade 3 Workers are expected to have acquired to an advanced level.

Empathy

Ability to direct client or carry out plan/action on own initiative

Ability to respond appropriately in crisis situations

Ability to take appropriate action

Knowledge of disabilities

Understanding of client behaviours

Flexibility

Sensitivity and tolerance

Assertiveness

Awareness of communication difficulties

Ability to give clear and simple information

Ability to elicit clear directions from client

Ability to clarify communication

Ability to use different communication methods, eg. communication board

Listening skills, includes active listening and listening to non-verbal behaviour

Self-awareness

Genuineness/respect for client

Acceptance of client condition/lifestyle

Ability to negotiate with household about the tasks performed

Maintaining objectivity

E. A. R. BISHOP, Commissioner

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**CROWN EMPLOYEES (TEACHERS IN TAFE AND RELATED
EMPLOYEES) SALARIES AND CONDITIONS AWARD 2006**

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

Application by TAFE Commission.

(No. IRC 83 of 2007)

Before Commissioner Murphy

7 May 2007

VARIATION

1. Delete the words "one institute" appearing in the first sentence of paragraph 35.10.1 of clause 35, Working Conditions - Part Time Casual Teachers, Coordinators and Counsellors, of the award published 11 August 2006 (360 I.G. 500) and insert in lieu thereof the following:

"institute/s"

2. Effective on and from 5 February 2007.

J. P. MURPHY, Commissioner

Printed by the authority of the Industrial Registrar.

CROWN EMPLOYEES (ROADS AND TRAFFIC AUTHORITY OF NEW SOUTH WALES - TRAFFIC SIGNALS STAFF) AWARD 2007

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

Correction to Serial C5410 published 20 April 2007

(362 I.G. 588)

(No. IRC 247 of 2007)

CORRECTION

1. Delete the award published 20 April 2007 (362 I.G. 588) and substitute the following:

AWARD

Table of contents

1. Title
2. Definitions
3. Purpose of this Award
4. Terms of Employment
 - 4.1 General terms
 - 4.2 Part-time employment
 - 4.3 Working hours
 - 4.4 Shiftwork
 - 4.4.1 General
 - 4.4.2 Short term shiftwork
 - 4.5 Promotion criteria
5. Payments
 - 5.1 Salaries
 - 5.2 Minimum and maximum payments
 - 5.3 Incremental progression
 - 5.4 Overtime
 - 5.4.1 General
 - 5.4.2 Call-outs
 - 5.5 Higher duties relief
 - 5.6 Salary and grade appeals
 - 5.7 Allowances and expenses
 - 5.7.1 Meals on Journeys that do not require Overnight Accommodation
 - 5.7.2 Meals on overtime
 - 5.7.3 Private motor vehicle allowances
 - 5.7.4 Residential course allowances
 - 5.7.5 Lodging and travelling allowances
 - 5.7.6 Fares to temporary work location
 - 5.7.7 Location expenses
 - 5.8 Provision of tools
 - 5.9 Compensatory travel leave and payments
6. Leave
 - 6.1 Public holidays
 - 6.1.1 Local public holidays
 - 6.1.2 Public service holiday
 - 6.2 Recreation leave
 - 6.3 Long Service Leave

- 6.3.1 General
- 6.3.2 Effect of approved Leave Without Pay (LWOP) on Long Service Leave Entitlements
- 6.3.3 Taking of long service leave
- 6.3.4 Sick leave while on long service leave
- 6.3.5 Public Holidays while on long service leave
- 6.3.6 Payment or transfer of long service leave on termination
- 6.4 Sick leave
- 6.5 Maternity leave
- 6.6 Adoption leave
- 6.7 Parental Leave¹
- 6.7A Communication during Maternity, Adoption and Parental Leave
- 6.7B Rights of request during Maternity, Adoption or Parental Leave
- 6.8 Study leave
 - 6.8.1 Examination and pre-examination leave
- 6.9 Military leave
- 6.10 Special leave
- 6.11 Leave without pay
- 6.12 Family and community service leave
- 7. Other Conditions
 - 7.1 Deduction of Union Membership Fees
 - 7.2 Grievance resolution and dispute settlement
 - 7.2.1 Grievance resolution
 - 7.2.2 Dispute settlement
 - 7.2.3 Disputes relating to OH&S
 - 7.3 Anti-Discrimination
- 8. Leave reserved

PART B

MONETARY RATES

Salary Increases

APPENDIX A - WORKPLACE REFORM

- A1 Parties to the award
- A2 Enterprise bargaining infrastructure
 - A2.1 RTA's Single Bargaining Unit (SBU)
 - A2.2 Project teams
 - A2.3 Staff task groups
 - A2.4 Regional consultative groups
 - A2.5 General principles
- A3 Commercialisation
- A4 Process improvement
- A5 Competency based training
- A6 Performance planning and feedback
- A7 Conditions of employment
- A8 Work environment
- A9 Consultation on excess staff
- A10 Contractors' protocol
- A11 Agreed procedures for market testing and contracting out
- A12 Unplanned absenteeism (Sick leave)

- A13 Spread of hours
- A14 Consultation
- A15 Communication
- A16 Casual and limited duration employment
- A17 HIAB, Driving and compressor allowances
- A18 Meal allowances
- A19 Austel licence
- A20 First aid
- A21 Work apparel

APPENDIX B - IMPLEMENTATION

- B1 Rescinding of previous awards
- B2 Duration of the award and operative dates for future salary increases
- B3 Negotiating the next award

APPENDIX C - GRIEVANCE RESOLUTION

- Policy
- Guidelines
- Definitions
- General Principles of Grievance Resolution
- Interpreters
- External Referral Sources
- Protection
- Documentation
- Training
- Assessing Grievance Resolution
- Appeal Right
- Grievance Resolution Procedures

APPENDIX D - MARKET TESTING AND CONTRACTING OUT

- Principles
- Selection of an Area of Work to Market Test
- Conduct of Market Testing Projects
- Management of an Area of Work After Market Testing
- Definitions
- Consultative Process

APPENDIX E - GLOSSARY OF TERMS

- Traffic Signals Group
- Electronic Equipment Group

PART A

1. Title

This Award will be known as the Crown Employees (Roads and Traffic Authority of New South Wales - Traffic Signals Staff) Award 2007. The terms of this Award will apply to Traffic Signals Staff employed by the Roads and Traffic Authority.

2. Definitions

- (a) "RTA" shall mean the Roads and Traffic Authority Division of the Government Service of New South Wales, established under Chapter 1A of the *Public Sector Employment and Management Act 2002* (NSW).

- (b) "Staff" shall mean the Traffic Signals classifications set out in Part B, Monetary Rates, employed by the Roads and Traffic Authority Division of the Government Service of New South Wales, established under Chapter 1A of the *Public Sector Employment and Management Act 2002* (NSW).
- (c) "ETU" shall mean the Electrical Trades Union of Australia, New South Wales Branch.

3. Purpose of This Award

- (a) The main purpose of this Award is to ensure that the following parties:
 - RTA management;
 - Staff; and
 - the ETU

are committed to continually improving all areas of the RTA to achieve lasting customer satisfaction and increased productivity.

- (b) The RTA is totally committed to improving the way in which it performs its operations to ensure it meets customers' needs. This is being done by means of the RTA Continuous Improvement Strategy.
- (c) This award is made on the understanding that the salaries and conditions existing for employees at the date on which this award takes effect shall not be reduced merely as a consequence of the coming into operation of this award.

4. Terms of Employment

4.1 General terms

- (a) Employment is by the fortnight for full-time and part-time staff.
- (b) The RTA will pay all staff fortnightly by electronic funds transfer into a bank or other approved financial institution.
- (c) The RTA and the ETU recognise that all Staff will perform work as specified by the RTA. The RTA will regard any unreasonable failure to perform this work requirement as a refusal to perform duties. The RTA's disciplinary policy will be followed in such cases.
- (d) Staff must carry out duties that:
 - (i) they have the skills, competence, training and qualifications to undertake;
 - (ii) are within the classification structure of this Award;
 - (iii) do not promote de-skilling.
- (e) The RTA will not require a staff member to work in an unsafe or unhealthy environment or in breach of any statutory or regulatory requirement.
- (f) Employment of full-time and part-time staff can be terminated by the RTA with the following periods of notice dependent upon the years of "continuous service":
 - (i) up to three years' service 2 weeks' notice;
 - (ii) more than three years' but less than five years' service at least 3 weeks' notice;

- (iii) more than 5 years' service at least 4 weeks' notice with a loading of one week on the applicable period where the staff member is over 45 years and has at least 2 years' completed years of continuous service with the RTA as at the date of termination.

4.2 Part-time employment

- (a) Staff may be employed on a part-time basis subject to the needs of the RTA and in accordance with its policies and procedures for permanent and part-time staff.
- (b) Staff may apply to work part-time and the decision to do so is voluntary. No person can be directed or placed under any duress to move from full-time to part-time work, or vice versa.
- (c) Part-time staff will be employed as required.
- (d) If it is essential that part-time staff work extra hours, the extra hours will be paid at the following rates:
 - (i) ordinary rates of pay plus a loading of 4/48ths in lieu of recreation leave for work performed up to the normal daily working hours of full-time staff performing similar duties;
 - (ii) appropriate overtime rates for work performed in excess of the normal working hours of full-time staff performing similar duties.
- (e) Individual working arrangements will be:
 - (i) agreed between the RTA and the staff member concerned;
 - (ii) set out in a written agreement signed by both parties and approved by the appropriate Branch Manager;
 - (iii) able to be varied at any time by negotiation between the parties.
- (f) The salaries and conditions of employment for part-time staff will be based on a pro rata application of salaries and conditions of employment contained in this Award for full-time staff performing similar duties.
- (g) The RTA will notify the ETU prior to the employment of part time staff.

4.3 Working hours

- (a) A normal working week for workers other than continuous shift workers will consist of 38 hours worked as follows:
 - a 20 day, 4 week cycle
 - Monday to Friday inclusive
 - 19 working days of 8 hours each
 - working hours each day between 6.00am and 5.30pm.
- (b) The commencing times operating at the various RTA offices at the time of implementing this clause shall not be changed without consultation with the ETU.
- (c) For each day worked 0.4 hours per day accrues as an entitlement to take the fourth Monday in each work cycle as a Paid Accrued Day Off ("ADO").

- (d) Staff required to work on their ADO, will be given at least 24 hours' notice, or failing such notice, will be paid for all time worked at double time.
- (e) Staff who attend RTA conferences, attend training organised by the RTA or who sit for an examination on their ADO will have another day off in lieu.
- (f) By agreement with the RTA, staff may be required to substitute the fourth Monday with another day (nominated in advance) in the working cycle. The conditions of this Award will apply to the alternate nominated ADO.
- (g) Where the fourth Monday (or ADO) falls on a public holiday, the next working day is taken in lieu of the ADO. By agreement with the RTA an alternate day of the four week cycle may be taken as the ADO.
- (h) Each day of paid, sick or recreation leave taken and any public holidays occurring during any cycle of four weeks is regarded as a day worked for accrual purposes.
- (i) Staff who are ill or incapacitated on their ADO are not entitled to paid sick leave on that day, nor is the staff member's sick leave entitlement reduced.
- (j) Staff who have either:
 - (i) not worked a complete four-week cycle; or
 - (ii) are regarded as not having worked a complete four-week cycle according to (a) abovereceive pro rata entitlements on the ADO for each day (or fraction of day) worked, or regarded as having been worked. On termination of employment staff receive pro rata accrued entitlements on the ADO.
- (k) Staff may be required to work on their ADO for the following reasons:
 - (i) to allow other staff to be employed productively to carry out maintenance outside of ordinary working hours;
 - (ii) because of unforeseen delays to a particular project (or part);
 - (iii) emergency or other unforeseen circumstances on a project.Staff required to work on their ADO will be paid at Saturday rates.
- (l) Staff required to work on their ADO may elect, where practicable, to have another day off instead. This day off must be taken before the end of the succeeding work cycle. In such cases, the accrued entitlements are transferred to the substituted day off.
- (m) Staff on continuous shift work accrue 0.4 hours for each eight hour shift work to allow one complete shift to be taken off for every 20 shift cycle.
- (n) The conditions in (b) to (k) above also apply to continuous shift workers.
- (o) Staff on shift work shall have their 20 minute crib break, at the workplace rather than return to their headquarters for this purpose.

4.4 Shiftwork

4.4.1 General

- (a) For the purpose of this clause:

"Afternoon shift" means a shift on which ordinary time finishes after 6.00pm and at or before midnight.

"Night shift" means a shift on which ordinary time finishes after midnight and at or before 8.00am commences at or before 4.00am.

- (b) Staff engaged on shift work will be allowed a minimum of 10 hours between shifts except:

(i) at change of shifts when a minimum of 8 hours will be allowed; or

(ii) in cases of unavoidable necessity.

- (c) If the RTA instructs staff to resume or continue work without having 10 consecutive hours off duty, they will be:

(i) paid double time until they are released from duty;

(ii) entitled to be absent, without loss of pay for ordinary working time, until they have completed 10 consecutive hours off duty.

- (d) The conditions in (c) above also apply to shift workers except that 8 hours will be substituted for 10 hours when overtime is worked:

(i) for the purpose of changing shift rosters;

(ii) where shift workers do not report for duty and day workers or shift workers are required to replace them;

(iii) where a shift is worked by arrangement between staff themselves.

- (e) In addition to salaries to which they are entitled under this Award, staff on afternoon and/or night shift are paid an additional 15 per cent for each ordinary afternoon or night shift performed on week days.

- (f) All time worked:

(i) between 11.00pm and 12.00 midnight Friday;

(ii) between 12.00 midnight Sunday and 7.00am Monday

is paid a shift loading of 15 per cent of the ordinary rate of pay.

- (g) Sunday time

"Sunday time" is:

(i) time worked between 12.00 midnight on Saturday and 12.00 midnight Sunday;

(ii) paid at double time rate.

(h) Saturday time

Saturday time is:

- (i) time worked between 12.00 midnight on Friday and 12.00 midnight on Saturday;
 - (ii) paid at the rate of time and a half (the time which forms part of the ordinary hours of the week continues to be taken into consideration for the calculation of overtime).
- (i) Staff employed under this clause and working a six or seven-day week three-shift roster are credited with an additional five days recreation leave per annum. This leave accrues at the rate of 5/12 of a day for each complete month that an officer so works.

4.4.2 Short term shiftwork

Where shiftwork for construction or maintenance works is of up to 2 weeks' duration the following will apply:

- (a) Staff required to work shift work will be given at least 48 hours' notice. If shift hours are changed, staff will be notified by the finishing time of their previous shift.
- (b) Shift work will be worked between:
 - (i) Sunday to Thursday inclusive; or
 - (ii) Monday to Friday inclusive.
- (c) Working hours and payment for shifts are:
 - Single shifts: no longer than 8 hours, and paid at time and a half.
 - (i) Single shifts are worked after 6:00pm and finish before 6:00am.
 - (ii) For shifts worked between Sunday and Thursday, Sunday shifts are normal shifts that start before midnight Sunday.
 - (iii) For shifts worked between Monday and Friday, Friday shifts are normal shifts that start before and end after midnight Friday.
 - Two shifts: - worked between 6.00am and midnight or as agreed with the RTA, and paid at time and a quarter
 - Three shifts: - with the third (night) shift being seven hours and 17 minutes paid at time and a quarter.
- (d) Staff who are employed during normal working hours are not allowed to work afternoon or night shifts except at overtime rates.
- (e) Work in excess of shift hours, Sunday to Thursday or Monday to Friday (other than public holidays) will be paid double time.
- (f) Time worked on a Saturday, Sunday or public holidays will be paid at overtime rates, provided that:
 - (i) Friday shifts referred to in clause 4.4.2 (d) will be paid at ordinary shift rates;
 - (ii) Sunday shifts referred to in clause 4.4.2 (d) will be paid at ordinary shift rates after midnight Sunday.

- (g) If staff work a shift of less than five continuous days and:
 - (i) it is not due to the actions of staff they will be paid overtime rates;
 - (ii) it is due to the actions of the staff they will be paid normal shift rates.
- (h) If a shift exceeds four hours, staff will be allowed and paid 30 minutes' crib time on each shift.
- (i) 0.4 of one hour for each shift worked will be accrued, entitling staff to one shift off without pay, in every 20 shift cycle, known as the Accrued Day Off (ADO). Wages for the accrued time will be paid in the wages period during which it has been worked.
- (j) Each shift of paid leave taken and any public holidays occurring during a four week cycle will be counted as a shift worked for accrual purposes.
- (k) Staff who do not work a complete four week cycle will receive pro rata accrued entitlements for each shift (or part of a shift) worked.
- (l) Local management and staff will agree on the:
 - (i) arrangements for ADO's during the 20 shift cycle;
 - (ii) accumulation of ADO's (maximum of five).
- (m) Once ADO's have been rostered they must be taken unless the RTA requires a staff member to work in emergencies.

4.5 Promotion criteria

- (a) All promotion from one grade to another will be on the basis of merit and be subject to the existence of a vacancy.
- (b) Selection shall be in accordance with the RTA Selection Policy in force from time to time.

5. Payments

5.1 Salaries

- (a) For a detailed list of the salaries of staff, refer to Part B, Monetary rates.
- (b) For the purposes of this Award:
 - (i) the weekly rate will be calculated by dividing the annual salary by 52.17857;
 - (ii) the hourly rate will be calculated by dividing the weekly rate by 38;
 - (iii) the salary rates listed in Part B are inclusive of a 1.35% annual leave loading.

5.2 Minimum and maximum payments

Staff who attend for duty and:

- (a) who are not required shall receive five hours' pay unless 12 hours' notice was given personally that they were not required;
- (b) who commence work shall receive 7 hours' pay.

5.3 Incremental progression

- (a) Staff will be entitled to incremental progression within a grade after 12 months' satisfactory service and conduct on each step-in grade.
- (b) The RTA may withhold an increment or reduce a staff member's salary on the basis of the staff member's:
 - (i) inefficiency;
 - (ii) misconduct in an official capacity.
- (c) The RTA will provide staff with written reasons for withholding an increment or reducing their salary within 30 days of the increment being due, or of the reduction taking effect.
- (d) Periods of leave without pay where the total period of absence in any one year is greater than 5 days will not count as service when determining increments.

5.4 Overtime

5.4.1 General

- (a) Overtime will be paid only for work performed in excess of the normal working hours per day which is specifically directed by an authorised officer.
- (b) Overtime is used to allow essential work to be carried out which, due to its character or special circumstances, cannot be performed during normal working hours. It is not an optional work pattern.
- (c) Overtime will be kept to a minimum and other work arrangements such as shift work should be considered before overtime is undertaken.
- (d) If staff work flexible working hours, overtime will only be paid for approved overtime worked outside the bandwidth.
- (e) Overtime will be paid at the following rates:
 - (i) first two hours - time and a half;
 - (ii) after the first two hours - double time;
 - (iii) all work on Saturday -
 - (1) time and a half for the first two hours; and
 - (2) double time after the first two hours;
 - (iv) all work on Sunday - double time;
 - (v) all work on a public holiday - double time and a half.
- (f) Staff who are required to attend work on a Saturday, Sunday public holiday, picnic day or ADO will be paid for at least four hours work at the appropriate overtime rate.
- (g) Overtime is not payable for:
 - (i) any period of work that is less than a quarter of an hour;
 - (ii) time taken as a meal break (except as provided for in 5.4.1(j));

- (iii) time spent travelling outside normal hours.
- (h) If staff work overtime on a Saturday, Sunday or public holiday, they may apply for leave in lieu of payment for all or part of their entitlement calculated at the appropriate overtime rate. This is provided that:
 - (i) the application for leave in lieu of payment is made within two working days of their work on a Saturday, Sunday or public holiday;
 - (ii) leave in lieu is taken at the convenience of the RTA;
 - (iii) leave in lieu is taken in multiples of a quarter of a day;
 - (iv) the maximum period of the leave in lieu for a single period of overtime is one day;
 - (v) leave in lieu is taken within one month of approval to take leave in lieu, except for work performed on a public holiday which may, at the election of staff, be added to annual leave credits.

Staff are paid for the balance of any entitlement not taken as leave in lieu.

- (i) Overtime will not be paid for attending activities which principally benefit the staff member concerned and only indirectly benefit the RTA. Such activities may include:
 - (i) conferences of professional bodies;
 - (ii) lectures conducted by educational institutions;
 - (iii) self-nominated training activities.
- (j) Staff required to work two hours or more overtime after their normal ceasing time are entitled to:
 - (i) 30 minutes for a meal or crib break without loss of pay, after the first 2 hours; and a similar time allowance for each additional 4 hours of overtime worked.
 - (ii) To qualify for the above allowance, staff must continue to work after their allowed break.
 - (iii) Staff required to work past 12 noon on Saturday are entitled to a 30 minute meal break, without loss of pay between 12 noon and 1pm.
- (k) Staff working overtime and supervising other staff will be paid the same penalties as those under their control.
- (l) The RTA may require staff to work reasonable overtime at overtime rates. An officer may refuse to work overtime in circumstances where the working of overtime would result in staff working hours which are unreasonable. For the purposes of this paragraph what is unreasonable or otherwise will be determined having regard to:
 - (i) any risk to the staff member's health and safety;
 - (ii) the staff member's personal circumstances including any family and carer responsibilities;
 - (iii) the needs of the workplace or enterprise;
 - (iv) the notice (if any) given by the Authority regarding the working of overtime, and by the officer of their intention to refuse the working of overtime; or

- (v) any other relevant matter.

5.4.2 Call-outs

- (a) Staff recalled to work overtime:
 - (i) having ceased normal duty (whether notified before or after leaving the premises) are paid for a minimum of four hours' work at the appropriate rate for each time they are recalled will not be required, except in unforeseen circumstances, to work the full four hours if the job is completed within a shorter period.
 - (ii) This subclause does not apply where:
 - 1. it is customary for staff to return to the workplace to perform a specific job outside ordinary working hours;
 - 2. the overtime is continuous (subject to a reasonable meal break) with the completion or commencement of ordinary working time.
- (b) Overtime worked on a call-out where the actual time worked is less than three hours on such recall or on each of such recalls shall not be regarded as overtime for the purposes of 10 consecutive hours off duty as outlined in 5.4.3 below.
- (c) (i) Despite 5.4.2(b), where a staff member:
 - is called out on two or more occasions; and
 - each recall is less than three hours duration; and
 - the timing of the callouts means that the staff member does not have a sufficient amount of sleep meaning that he or she will not be in a fit state to attend work.

The staff member should discuss with their supervisor to delay their commencement of duty to ensure that the staff member has sufficient rest.
- (ii) The staff member should be given sufficient additional rest time except in cases of emergency where the staff member is required for duty.
- (iii) When additional rest time is granted to a staff member, he or she will be paid at ordinary rates for the period that they are absent from work.
- (iv) Should the RTA not be able to grant the staff member additional rest time in accordance with 5.4.2(c)(i) and the staff member is required to attend for duty, no additional penalty payment will be made. Penalty payments will only be made where sub clause 5.4.3 comes into operation.

5.4.3 Rest break between shifts after overtime

- (a) Staff required to work after finishing a shift without a break of 10 consecutive hours before their next starting time are entitled to be absent from duty for 10 consecutive hours without deduction of pay.
- (b) Staff required to commence duty before the expiration of the 10 hour break will be paid double time for the time worked.
- (c) The provisions of (a) and (b) above also apply to shift workers who rotate from one shift to another by substituting "10 hours" with "8 hours":
 - (i) for the purpose of changing shift rosters;

- (ii) where a shift worker does not report for duty;
- (iii) where the shift worked by arrangement between staff.

5.5 Higher duties relief

- (a) When the RTA has directed a staff member to relieve in a higher graded position and the staff member performs the normal duties of the position, the staff member will be paid an allowance to the first year salary rate of the position for the full period of relief.
- (b) If a staff member performs the duties of a higher graded position for 260 days either continuously or not he or she shall:
 - (i) be paid the next higher rate of pay for the position;
 - (ii) be paid the next higher rate of pay for the position on the completion of a further 260 days' relief either continuously or non-continuously.
- (c) Periods of relief of less than 5 working days shall not be counted in the above.
- (d) All time acting in a higher grade position, except when less than 5 continuous working days, shall be recognised for determining the appropriate salary when promoted to that grade.
- (e) If a staff member acts in a position more than one grade above his or her position the period of relief will only be recognised in determining the appropriate salary when promoted to the grade immediately above them.
- (f) Public holidays falling within the period of relief shall be paid at the higher rate provided the staff member works in the higher grade on the day before and after the public holiday.

5.6 Salary and grade appeals

- (a) Staff may apply to the RTA, through their Branch/Section Manager, for an:
 - (i) increase in salary in excess of the rate of salary provided in this Award;
 - (ii) alteration in the grade to which the staff member is appointed.
- (b) Staff may appeal to the RTA if they are dissatisfied with a decision of the RTA:
 - (i) in respect of the staff member's salary or grade;
 - (ii) in respect of any other matter under the *Government and Related Employees Appeal Tribunal Act 1989*, as amended (Part 3, Division 1, Promotion Appeals, or Part 3, Division 2, Disciplinary Appeals)

do not exercise their rights before the Government and Related Employees Appeal Tribunal, by forwarding a Notice of Appeal to the RTA within 30 days of being advised of the decision to be appealed. The Notice will set out the grounds for appeal.

- (c) The RTA will hear the appeal and allow the staff member to either:
 - (i) attend the appeal and present the case; or
 - (ii) arrange for their representative to present the case.

5.7 Allowances and expenses

5.7.1 Meals on journeys that do not require overnight accommodation

- (a) Staff who travel on official business and who do not need to stay temporarily at a place other than their home, will be paid an allowance of \$22.50 for:
 - (i) breakfast - when the RTA requires them to start travelling at or before 7.00am and return after 9.00am;
 - (ii) an evening meal - when the RTA requires them to travel before 6.30pm and return is after 6.30pm;
 - (iii) lunch - when, due to the journey, travel commences before 1pm and return is after 2pm.
- (b) The allowances will not be paid to staff unless:
 - (i) travel is outside their headquarters in the Sydney, Newcastle, Wollongong transport districts;
 - (ii) other staff travel at least 25 km from their headquarters.
- (c) A meal allowance of \$22.50 will be paid when:
 - (i) on the first day a staff member transfers from one work location to another more than 25 km from their headquarters in the same Transport District Headquarters;
 - (ii) a staff member attends an evening meeting at a location in the same Transport District 25 km from their headquarters.
- (d) The hours referred to above shall read one hour earlier in respect of staff working at offices or depots which start work at 6.00am.

5.7.2 Meals on overtime

- (a) A meal allowance of \$22.50 will be paid when working overtime:
 - (i) for longer than one and half hours;
 - (ii) for working each additional four hours.
- (b) When recalled to work a meal allowance will be paid:
 - (i) after working four hours;
 - (ii) after each additional four hours worked.
- (c) When recalled to work overtime, a crib time of 20 minutes without loss of pay will be allowed for each four hours worked if work continues after the break.

5.7.3 Private motor vehicle allowances

- (a) If staff do not wish to use their private motor vehicles for RTA business, under no circumstances can they be required to do so.
- (b) Staff may use their private motor vehicle on official RTA business only if:
 - (i) there is no RTA vehicle, or public or other transport available;

- (ii) the use of the private motor vehicle is essential for the economic performance of the staff member's duties; and
- (iii) the use is authorised in advance.
- (c) Staff will be paid the:
 - (i) RTA business rate for use of a private vehicle on RTA business;
 - (ii) Specified journey rate.
 - 1. for use of private vehicle for transport to a temporary work location;
 - 2. for the approved use of a private vehicle on RTA business when a RTA vehicle or public transport is available, but the staff member chooses and prior approval is given to use the private vehicle.
- (d) The rates of motor vehicle allowances will be published separately by the RTA.
- (e) If staff are entitled to the cost of rail travel, but choose to use their private motor vehicle, they will be reimbursed the equivalent cost of the rail fares (including sleepers where appropriate).

5.7.4 Residential course allowances

Staff who attend residential courses are entitled to allowances.

5.7.5 Lodging and travelling allowances

- (a) If the RTA requires staff to journey away from their headquarters and stay overnight at a place other than home, they are eligible for the prescribed rate and allowances for travel and lodging expenses.
- (b) If expenses exceed the prescribed rate, reasonable and actual expenses plus an incidental daily expense rate may be paid.
- (c) Full expenses shall be paid in all cases irrespective of claims made.

5.7.6 Fares to temporary work location

Staff who take up duty temporarily at a location different than their regular place of work will receive the amount of any additional fares reasonably incurred in travelling to and from the temporary location.

5.7.7 Location expenses

- (a) Staff shall not have their headquarters changed when it is known they will be relocated for less than six months unless they are surplus and have to be absorbed.
- (b) Staff who are relocated to new headquarters are entitled to reimbursement for necessary costs actually incurred in relocating themselves, their dependants and their household to the new headquarters. Unless approved by an RTA Director, this does not apply to staff who relocate:
 - (i) at their own request within two years of starting duty at their previous headquarters;
 - (ii) to a new headquarters within 34km of their previous headquarters;

- (iii) due to official misconduct;
- (iv) at their own request because of ill health or other hardship.
- (c) The reimbursement of actual and necessary relocation costs will include:
 - (i) travel and temporary accommodation on relocation;
 - (ii) temporary accommodation at the new headquarters;
 - (iii) removal or storage of furniture and effects;
 - (iv) conveyancing costs for the sale of the residence at the former location where a new residence or land for a residence is purchased at the new location;
 - (v) rental subsidy for increased rental costs at the new location;
 - (vi) education costs for dependent children;
 - (vii) relocation costs on a staff member's retirement;
 - (viii) relocation costs for a staff member's spouse and/or dependant on the death of a staff member (to the point of recruitment or equivalent).

5.8 Provision of tools

The salary rates of Traffic Signals staff in Part B takes into account that the tools listed below are provided and adequately maintained by such staff:

Centre punch	Diagonal cutting nippers (insulated, 150mm)
Measuring tape (3m)	Allen keys, metric
Hacksaw	Insulated screwdriver (Phillips No 2, 100mm)
Ball pien hammer (250g)	Screwdriver (Phillips No 0, 75mm)
Multigrips or vise-grip	Insulated screwdriver (Square, 250x10mm)
Knife (Stanley)	Screwdriver (Square, 200 x 8mm)
Universal adjustable wire stripper	Screwdriver (Square, 130 x 6mm)
Combination pliers (insulated)	Screwdriver (Square, 100 x 3mm)
Long-nose pliers (insulated, 150mm)	Shifting spanner (100mm)
	Shifting spanner (200mm)

5.9 Compensatory travel leave and payments

- (a) Staff are entitled to claim ordinary time payment or compensatory leave (if the RTA approves) when the RTA directs them to travel in connection with official business:
 - (i) to and/or from somewhere other than their normal headquarters;
 - (ii) outside normal working hours.
- (b) Staff travelling on a day where they are not required to work may claim for time spent in travelling after 7.30am.
- (c) Staff travelling on a day where they are required to work may claim for time spent travelling before the normal start time or after the normal finishing time, provided that:
 - (i) the normal time for the trip from home to headquarters and return is deducted from travelling time;
 - (ii) periods of less than ¼ hour on any day are disregarded;

- (iii) travelling time does not include any travel between 11.00pm on one day and 7.30am on the following day when staff have travelled overnight and accommodation has been provided;
 - (iv) travelling time is calculated on the basis of reasonable use of the most practical and economical means of transport;
 - (v) travelling time does not include travelling for a permanent transfer which:
 - 1. has increased salary;
 - 2. is for disciplinary reasons;
 - 3. is made at the staff member's request.
 - (vi) travelling time does not include travel by ship on which meals and accommodation are provided.
- (d) Staff are entitled to claim waiting time as follows:
- (i) Where no overnight stay is involved:
 - 1. one hour shall be deducted from the time of arrival and the commencement of work;
 - 2. one hour shall be deducted from the time of ceasing work and the time of departure for home, headquarters or another work centre.
 - (ii) Where overnight accommodation is provided:
 - 1. Any time from the completion of arrival until the time of departure shall not count as travelling time unless:
 - work is performed on the day of departure
 - waiting time less one hour shall be allowed.
 - 2. Where no work is done on the day of departure waiting time less one hour after normal starting time until time of departure shall be allowed.

6. Leave

6.1 Public holidays

- (a) This section covers the following gazetted 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
Proclaimed State public holidays

Proclaimed local public holidays do not qualify.

- (b) If the holiday falls on a weekend, no additional payment will be made unless the RTA requires staff to work on that day. For further details, refer to Section 4.4, Shiftwork, and Section 5.4, Overtime.

6.1.1 Local public holidays

- (a) Staff in country areas may observe up to two local public holidays (or four half days) each year. This applies regardless of whether the local public holidays are:
 - (i) proclaimed (gazetted);
 - (ii) locally agreed.
- (b) Recreation leave, study leave and flexible leave may be taken in conjunction with local public holidays.

6.1.2 Public service holiday

- (a) Staff observe the Union Picnic Day instead of the Public Service Holiday.
- (b) Staff are entitled to a day's leave with pay on the first Monday in December to attend an annual union picnic. If they are required to work on that day they will be granted a leave day in lieu.

6.2 Recreation leave

- (a) Recreation leave accrues at 1 2/3 days for each completed month of service, up to a maximum of 20 working days per year.
- (b) Leave is granted at the discretion of the RTA.
- (c) The minimum period of leave that may be claimed is one hour. Any leave claimed in excess of one hour is to be claimed to the nearest one minute.
- (d) Staff employed on seven day continuous shift basis will accrue recreation leave of 2 1/12 days for each completed month to a maximum of 25 days.
- (e) Subject to paragraph (ga) of subclause 6.12 - Family and Community Service Leave, staff shall wherever practicable, take their annual leave within six months of it becoming due.
- (f) Subject to paragraph (ga) of subclause 6.12 - Family and Community Service Leave, the RTA may direct staff to take leave for which they are eligible, provided that:
 - (i) the RTA gives the staff member at least four weeks' notice of the starting date of the leave;
 - (ii) as far as practicable, the RTA takes the staff member's wishes into account when fixing the time for the leave.

6.3 Long Service Leave

6.3.1 General

- (a) The entitlement to long service leave is set by the *Transport Administration Act 1988* (NSW).

- (b) Staff who have completed 10 years' service recognised by the RTA, are entitled to long service leave of:
 - (i) 44 working days at full pay; or
 - (ii) 88 working days at half pay; or
 - (iii) 22 working days at double pay.
- (c) For each additional calendar year of service completed in excess of 10 years, staff accrue 11 working days' long service leave.
- (d) From 1 January 2005, staff who have completed at least 7 years' continuous service with the RTA, or as recognised in accordance with paragraphs (g) and (h) below, are entitled to access the long service leave accrual indicated in b) above on a pro rata basis of 4.4 working days per completed year of service.
- (e) Staff who are employed part-time are entitled to long service leave on the same basis as that applying to full-time staff but payment for the leave is calculated on a pro rata basis.
- (f) Staff who are employed as shift workers are debited the number of working days that fall during the period of leave, which may include a Saturday or Sunday that forms a part of the ordinary roster.
- (g) All previous full-time and part-time service with the RTA, the former Department of Main Roads, Department of Motor Transport or the Traffic Authority are to be taken into account as service when determining the appropriate rate of accrual of long service leave for staff employed on a full-time or part-time basis with the RTA.
- (h) Permanent service with other NSW government bodies will also be recognised by the RTA in accordance with the *Transferred Officers Extended Leave Act 1961* (NSW).
- (i) Nothing in paragraphs (g) or (h) above entitles staff to payment for previous service recognised, where the accrual for that service has previously been taken as long service leave or paid out on termination.

6.3.2 Effect of approved Leave Without Pay (LWOP) on Long Service Leave Entitlements.

- (a) To determine if staff have completed the required 10 years of service:
 - (i) any period of approved leave taken without pay before 13 December 1963 counts as service to determine whether or not staff have completed 10 years of service;
 - (ii) any period of approved leave taken without pay after 13 December 1963 does not count towards the 10 years of service.
- (b) Where staff have completed 10 years' continuous service with the RTA, or as recognised in accordance with paragraphs 6.3.1 (g) and (h) above, approved LWOP for the reasons listed below counts as service for long service leave accrual:
 - (i) military service (e.g. Army, Navy or Air Force);
 - (ii) major interruptions to public transport;
 - (iii) periods of leave accepted as workers compensation.
- (c) For staff who have completed 10 years continuous service, or as recognised in accordance with paragraphs 6.3.1 (g) and (h) above, any period of approved leave without pay not exceeding 6 months counts for the purpose of calculating length of service.

6.3.3 Taking of long service leave

- (a) Subject to RTA approval, staff may take long service leave:
 - (i) at a time convenient to the RTA;
 - (ii) for a minimum period of one hour;
 - (iii) at full pay, half pay or double pay.
- (b) If staff take leave at double pay:
 - (i) the long service leave balance is debited the actual number of working days/hours of leave at full pay, plus the equivalent number of working days/hours at full pay necessary to make up the additional payment;
 - (ii) the additional payment is made to staff as a taxed, non-superable allowance;
 - (iii) all leave entitlements will accrue based on the actual number of working days/hours absent from work on long service leave.
- (c) If staff take leave at half pay:
 - (i) the long service leave balance will be debited at the rate of half the days/hours taken as long service leave;
 - (ii) recreation leave entitlements will accrue at half the ordinary rate for the days/hours absent from work;
 - (iii) all other entitlements will accrue based on the actual number of working days/hours absent from work on long service leave.
- (d) For staff whose ordinary hours of work are constant, payment is made at the current rate of pay.
- (e) For part-time staff whose ordinary hours are not constant, payment is made based on the substantive rate of pay averaged over:
 - (i) the past 12 months; or
 - (ii) the past 5 yearswhichever is the greater.
- (f) Payment includes all allowances in the nature of salary but does not include any amounts normally paid for shift work, overtime or penalty rates.
- (g) Payments will be increased to reflect any increment action that staff become eligible for while absent on long service leave.
- (h) Staff who take long service leave while in service may choose to be paid fortnightly or in one lump sum in advance of taking leave.

6.3.4 Sick leave while on long service leave

- (a) Staff are only entitled to claim sick leave that occurs during an absence on long service leave when sick for five or more consecutive working days.

- (b) To claim sick leave, staff must provide a medical certificate for the period claimed as soon as possible.
- (c) If sick leave is approved, the long service leave balance is re-credited with:
 - (i) the equivalent period of sick leave if taking leave on a full or half pay basis; or
 - (ii) the equivalent period of sick leave and the extra amount of long service leave entitlement accessed to make up the double pay allowance if taking leave on a double pay basis.
- (d) If long service leave is taken at double pay, the RTA will recoup any allowance already paid for the period being claimed as sick leave.
- (e) The above apply if staff take long service leave prior to retirement but not long service leave prior to resignation or termination of services.

6.3.5 Public holidays while on long service leave

- (a) Public holidays that fall while staff are absent on long service leave are not recognised as long service leave and are not deducted from the long service leave balance.
- (b) Payment for a public holiday is calculated on the ordinary hours of work and paid at single time even if staff have chosen to take long service leave at half-pay or double pay.

6.3.6 Payment or transfer of long service leave on termination

- (a) Staff who are entitled to long service leave on termination of employment, including retirement, are paid the monetary value of the leave as a gratuity, in lieu of taking the leave.
- (b) For staff employed on a full-time basis, payment is calculated at the substantive rate of pay on the last day of service.
- (c) Staff who have at least five years' service as an adult but less than seven years' service, are paid pro rata long service leave if employment is terminated:
 - (i) by the RTA for any reason other than serious and intentional misconduct; or
 - (ii) by staff request in writing on account of illness, incapacity or domestic or other pressing necessity.
- (d) In the event (c) applying, any period of leave without pay taken does not count as service.
- (e) Staff who resign to join another Government Department, and 'transfer' as defined by the *Transferred Officers Extended Leave Act 1961* (NSW) are entitled to have their long service leave accrual accepted by their new employer.

6.4 Sick leave

- (a) Staff are eligible for sick leave where it is established that leave is necessary due to ill health.
- (b) Staff are eligible for 15 days, fully accumulative, sick leave in each calendar year subject to compliance with the following, if required by the RTA:
 - (i) notifications;
 - (ii) the completion of applications;

- (iii) the submission of medical certificates.
- (c) Part time staff are entitled to pro rata ordinary sick leave.
- (d) Staff are eligible for additional special sick leave if they:
 - (i) have at least ten years' service recognised by the RTA;
 - (ii) have been or will be absent for more than three months; and
 - (iii) have exhausted or will exhaust available paid sick leave.
- (e) Staff who are eligible for additional special sick leave may be granted:
 - (i) one calendar month additional special sick leave for each ten years of service; and
 - (ii) an additional ten calendar days less all additional special sick leave previously granted.
- (f) If any special sick leave is taken during service, the entitlement to special sick leave will be reduced by the amount of special sick leave already taken.

6.5 Maternity leave

- (a) Female staff are entitled to maternity leave to enable them to retain their position and return to work within a reasonable time after the birth of their child.
- (b) Unpaid maternity leave may be granted on the following basis:
 - (i) up to nine weeks before the expected date of birth;
 - (ii) up to 12 months after the actual date of birth.
- (c) Permanent staff may be granted paid maternity leave if they have completed at least 40 weeks' continuous service in the NSW public sector prior to the expected date of birth of their child at the ordinary rate of pay for:
 - (i) fourteen weeks at full pay; or
 - (ii) 28 weeks at half pay; or
 - (iii) a combination of the two options above.
- (d) The equivalent pay for the period of leave can be requested as a lump sum, paid in advance of starting maternity leave.
- (e) The lump sum payment will be made up to the maximum period indicated or for the period of leave actually taken, whichever is the lesser.
- (f) Staff who choose to take paid maternity leave as a lump sum and request to return to work before the period of leave is completed, must repay the remainder of the lump sum amount.
- (g) Staff who receive payment under this clause are not entitled to any payment under clause 6.7. Parental Leave.
- (h) Where staff are on one form of leave and their child is born before the expected date of birth, maternity leave commences from the date of birth of the child.

6.6 Adoption leave

- (a) Staff are entitled to adoption leave if they are the person who assumes the primary role in providing care and attention to the child.
- (b) Adoption leave starts from the date of taking custody of the child.
- (c) Unpaid adoption leave is available to all permanent staff and may be taken as:
 - (i) short adoption leave, being three weeks on leave without pay;
 - (ii) extended adoption leave up to 12 months on leave without pay including any short or paid adoption leave.
- (d) Paid adoption leave may be granted to permanent staff who have completed at least 40 weeks' continuous service in the NSW public sector prior to taking custody, at the ordinary rate of pay for:
 - (i) fourteen weeks; or
 - (ii) 28 weeks at half pay; or
 - (iii) a combination of the two options above.
- (e) The equivalent pay for the period of leave can be requested, as a lump sum, paid in advance of starting adoption leave.
- (f) Payment will be made up to the maximum period indicated or for the period of leave actually taken, whichever is the lesser.
- (g) Staff who choose to take paid adoption leave as a lump sum and request to return to work before the period of leave is completed must repay the remainder of the lump sum amount.
- (h) Staff who receive payment under this clause are not entitled to any payment under clause 6.7. Parental Leave.
- (i) Where both partners are employed in the public sector, adoption leave will only be granted to one partner for each adoption.

6.7 Parental Leave

- (a) Staff who are not entitled to maternity or adoption leave may be entitled to unpaid parental leave to enable them, as a parent, to share in the responsibility of caring for their child or children.
- (b) Staff employed on a full-time or part-time basis who have completed at least 40 weeks continuous service in the NSW public sector, are entitled to paid parental leave of:
 - (i) one week at full ordinary pay; or
 - (ii) two weeks at half ordinary paywith the remainder of the requested leave being unpaid leave.
- (c) Unless otherwise agreed, the entitlement to paid parental leave will be paid at full ordinary pay for the first five days of approved leave as set out in (b).

- (d) Parental leave approved by the RTA may be taken as:
 - (i) short parental leave for an unbroken period of up to five working days at the time of the birth or other termination of their spouse's or partner's pregnancy or, in the case of adoption, from the date of taking custody of their child or children;
 - (ii) extended parental leave for a period not exceeding 12 months, less any paid or short parental leave already taken as outlined above.
- (e) Extended parental leave may commence at any time within two years from the date of birth of the child or the date of placement of the adopted child and leave may be taken:
 - (i) full-time for a period not exceeding 12 months; or
 - (ii) part-time over a period not exceeding two years; or
 - (iii) partly full-time and partly part-time over a proportionate period of up to two years.

6.7A Communication during Maternity, Adoption and Parental Leave

- (a) Where an employee is on maternity, adoption or parental leave and a definite decision has been made to introduce significant change at the workplace, the RTA 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 maternity, adoption or parental leave;
 - (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 maternity, adoption or parental leave.
- (b) The employee shall take reasonable steps to inform the RTA about any significant matter that will affect the employee's decision regarding the duration of maternity, adoption or 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 RTA of changes of address or other contact details which might affect the RTA's capacity to comply with paragraph (a).

6.7B Rights of request during Maternity, Adoption or Parental Leave

- (a) An employee entitled to maternity, adoption or parental leave may request that the RTA allow the employee:
 - (i) to extend the period of unpaid maternity, adoption or parental leave for a further continuous period of leave not exceeding 12 months;
 - (ii) to return from a period of maternity, adoption or 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 RTA 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 refuse the request only on reasonable grounds related to the effect on the workplace or the RTA's business. Such grounds might include cost, lack of adequate replacement staff, loss of efficiency and the impact on customer service.

- (c) The employee's request and the RTA decision in writing.

The employee's request and the RTA's decision made under paragraph (a) must be recorded in writing.

- (d) Request to return to work part-time

Where an employee wishes to make a request under paragraph (a), dot point 2, 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 maternity, adoption or parental leave.

6.8 Study leave

- (a) Staff are entitled to paid study leave if they are studying a course which:

- (i) is appropriate to their present classification; or
- (ii) provides progression or reclassification opportunities relevant to the RTA.

- (b) Study leave will be granted on the following basis:

- (i) face-to-face students:

- 1. half an hour for every hour of lectures, up to a maximum of four hours per week; or
- 2. 20 days per academic year, whichever is the lesser.

- (ii) correspondence students:

- 1. half an hour for every hour of lecture attendance involved in the corresponding face-to-face course, up to a maximum of four hours per week; or
- 2. 20 days per academic year, whichever is the lesser.

6.8.1 Examination and pre-examination leave

- (a) To assist staff attempting final examinations in courses for which study leave has been approved and to free them from work immediately prior to an examination, staff will be given a maximum of:

- (i) five days' paid examination leave per calendar year for time occupied in travelling to and from and attending the examination;
- (ii) half a day for pre-examination leave on the day of examination, up to a maximum of five days per calendar year.

6.9 Military leave

- (a) Staff who are part-time members of naval, military (including 21st Construction Regiment) or air force reserves will be eligible for military leave each 12 months commencing 1 July on the following basis:

- (i) Military forces:

14 calendar days annual training;

14 calendar days instruction school, class or course.

- (ii) Naval forces:
 - 13 calendar days annual training;
 - 13 calendar days instruction school, class or course.
- (iii) Air force:
 - 16 calendar days annual training;
 - 16 calendar days instruction school, class or course.
- (iv) an additional grant of up to four calendar days for additional obligatory training.

6.10 Special leave

- (a) Staff will be granted special leave for jury service.
- (b) In accordance with Human Resources Policy 8.14, Special Leave, staff may also be granted paid special leave for certain activities which are not regarded as being on duty and which are not covered by other forms of leave. Activities may include:
 - (i) transfer
 - (ii) as a witness when called or subpoenaed by the Crown
 - (iii) emergency volunteers
 - (iv) emergency or weather conditions
 - (v) trade union activities/training
 - (vi) ex-armed services personnel: Medical Review Board etc.
 - (vii) National Aborigines' Day
 - (viii) miscellaneous:
 - graduation ceremonies
 - returning officer
 - local government - holding official office
 - superannuation seminars
 - naturalisation
 - bone marrow donors
 - exchange awards - Rotary or Lions
 - professional or learned societies

6.11 Leave without pay

Staff may be granted a maximum of three years' leave without pay. Leave without pay is calculated in calendar days.

6.12 Family and community service leave

- (a) Staff may be granted family and community service leave:
- (i) for reasons related to the family responsibilities of the staff member; or
 - (ii) for reasons related to the performance of community service by the staff member; or
 - (iii) in a case of pressing necessity.
- (b) The maximum amount of family and community service leave payable at ordinary rates that may be granted to a staff member is:
- (i) in the first 12 months of service - 19 hours for staff working a 38 hour week; or
 - (ii) after completion of 12 months' service - in any period of two years, 38 hours after the first year of service; or
 - (iii) 7.6 hours for each completed year of service after 2 years' continuous service, less any family and community service leave and short leave already taken by the staff member, whichever is the greater.
- (c) Family and community service leave is available to part-time staff on a prorata basis, based on the number of hours worked.
- (d) Where family and community service leave has been exhausted, additional paid family and community service leave of up to 3 days may be granted on a discrete, 'per occasion' basis to a staff member to cover the period necessary to arrange or attend the funeral of a family member or relative.
- (e) For the purposes of this subclause, 'family' means a staff member's:
- spouse;
 - de facto spouse, being a person of the opposite sex who lives in the same house as their husband or wife on a bona fide basis, although they are not legally married;
 - child or adult child (including an adopted child, step child, foster child or ex-nuptial child);
 - parent (including a foster parent or legal guardian);
 - grandparent or grandchild;
 - sibling (including the sibling of a spouse or de facto spouse);
 - same sex partner who they live with as a de facto partner on a bona fide domestic basis; or
 - relative 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 another; and
 - 'household' means a family group living in the same domestic dwelling.

- (f) Subject to approval, accrued sick leave may be accessed when family and community service leave has been exhausted, to allow staff to provide short-term care or support for a family member who is ill.
- (g) Access to other forms of leave is available to staff for reasons related to family responsibilities or community service, subject to approval. These include: accrued recreation leave, leave without pay, time off in lieu of payment for overtime and make up time.
- (ga) Other forms of leave and carer's responsibilities

A staff member may elect, with the RTA's agreement, to take annual leave at any time within a period of 24 months from the date at which it falls due.
- (h) Depending on the circumstances, an individual form of leave, or a combination of leave options may be taken. It is the RTA's intention that each request for family and community service leave be considered equitably and fairly.
- (i) A staff member appointed to the RTA who has had immediate previous employment in the NSW Public Sector may transfer their family and community service leave accruals from the previous employer.

7. Other Conditions

7.1 Deduction of Union Membership Fees

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

7.2 Grievance resolution and dispute settlement

7.2.1 Grievance resolution

- (a) A grievance is defined as a personal complaint or difficulty. A grievance may:
 - (i) relate to a perceived denial of an entitlement;
 - (ii) relate to a perceived lack of training opportunities;
 - (iii) involve a suspected discrimination or harassment.
- (b) The RTA has grievance resolution policy, guidelines and procedures which should be observed when grievances arise because of this Award.

- (c) The policy, guidelines and procedures are detailed in Appendix C.
- (d) While the policy, guidelines and procedures are being followed, normal work will continue.

7.2.2 Dispute settlement

- (a) A dispute is defined as a complaint or difficulty which affects more than one staff member. A dispute may relate to a change in the working conditions of a group of staff which is perceived to have negative implications for those staff.
- (b) It is essential that management and the ETU consult on all issues of mutual interest and concern, not only those issues that are considered likely to result in a dispute.
- (c) Failure to consult on all issues of mutual interest and concern to management and the ETU is contrary to the intention of these procedures.
 - 1. If a dispute arises in a particular work location which cannot be resolved between a staff member or their representative and the supervising staff, the dispute must be referred to the RTA's Manager of the Industrial Relations Section or another nominated officer who will then arrange for the issue to be discussed with the ETU.
 - 2. If the issue cannot be resolved at this level, the issue must be referred to senior management.
 - 3. If the issue cannot be resolved at this level, the issue must be referred to the Industrial Relations Commission of New South Wales.
 - 4. While these procedures are continuing, no work stoppage or any other form of work limitation shall occur and the status quo existing prior to the dispute shall remain.
 - 5. The ETU reserves the right to vary this procedure where a safety factor is involved.

7.2.3 Disputes relating to OH&S

- (a) The RTA and Traffic Signals Staff are committed to the *Occupational Health and Safety Act 2000* and other relevant statutory requirements at all times.
- (b) When an OH&S risk is identified or a genuine safety factor is the source of dispute:
 - 1. staff have a duty to notify the RTA of the risk through their Occupational Health and Safety Committee and to allow the RTA a reasonable amount of time to respond;
 - 2. the RTA has a duty to address the issue identified and report on the issue within a reasonable timeframe.
- (c) the notification to WorkCover without allowing the RTA a reasonable amount of time to respond to the issue is a breach of the legislative provisions.
- (d) The RTA respects the right of staff to refuse to continue work owing to a genuine safety issue.
- (e) The unions and wages staff acknowledge that the creation of an industrial dispute over an OH&S matter that is not legitimate is a breach under s.25 of the *Occupational Health and Safety Act*.

7.3 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 the effects. It will be consistent with the fulfilment of these obligations for the parties to make application to vary any provisions 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 effect:
 - 1. Any conduct or act which is specifically exempted from anti-discrimination legislation;
 - 2. Offering or providing junior rates of pay to persons under 21 years of age;
 - 3. Any act or practice of a body established to propagate religion which is exempted under section 56(d) of the *Anti-Discrimination Act 1977*;
 - 4. 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.

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."

This award is made on the understanding that the salaries and conditions existing for employees at the date on which this award takes effect shall not be reduced merely as a consequence of the coming into operation of this award.

8. Leave Reserved

Leave is reserved for the parties to discuss the operation and quantum of the on call allowance during the life of this Award.

PART B**MONETARY RATES****SALARY INCREASES**

Classification		+4% Operative 1/7/2007 (\$)
Grade 4	Year 1	50,365
	Year 2	52,341
	Year 3	54,398
Grade 5	Year 1	56,269
	Year 2	58,084
	Year 3	59,134
Grade 6	Year 1	60,432
	Year 2	6,2264
	Year 3	64,304
Grade 8	Year 1	72,187
	Year 2	75,116
	Year 3	77,463

APPENDIX A**Workplace reform****A1 Parties to the award**

The parties bound by the Award are the:

- Roads and Traffic Authority of New South Wales; and
- Electrical Trades Union of Australia, New South Wales Branch

A2 Enterprise bargaining infrastructure

Implementation of continuous improvement will be based on consultation. The following bodies will assist in facilitating a consultative and participative approach.

A2.1 RTA's Single Bargaining Unit (SBU)

A joint advisory group, to be called the Single Bargaining Unit, consisting of nominated representatives from the ETU and RTA management will meet regularly and continue to oversee the development, negotiation and implementation of an agreed enterprise bargaining agenda to ensure:

- a consistent approach;
- an effective implementation process in order to achieve the agreed outcomes within the allotted time frames;
- the achievement of sustainable and measurable productivity improvements.

A2.2 Project teams

Project teams will be established, if required to oversee the technical development and implementation of the RTA's workplace reform agenda items.

Project teams will be under the managerial control of an RTA Project Manager and will include both RTA and ETU nominated staff representatives.

The project teams will provide regular reports to, and as requested by, the SBU and will refer any problems which cannot be resolved at the project level to the SBU for determination.

A2.3 Staff task groups

Staff task groups will be established as required to research and provide recommendations in line with the agreed terms of reference.

A2.4 Regional consultative groups

Regional consultative groups will continue in each region of the Operations Directorate and will include both RTA nominees and ETU nominated staff.

The groups' role will continue to promote positive co-operation in overseeing the implementation of each of the RTA's workplace reform agenda areas within the directorates and to resolve any localised issues including industrial problems that arise during the implementation process.

The groups will provide regular minutes/reports to, and as requested by, the SBU and will refer any problems which cannot be resolved at the directorate level to the SBU for determination.

A2.5 General principles

- (a) The SBU, project teams and regional consultative groups will circulate to these groups minutes of their respective meetings.
- (b) Staff assigned to a project team, task group or regional consultative group will be released from their normal duties, as required to carry out the responsibilities to which they have been assigned. Should any problems arise related to such release, they will be referred to the SBU.
- (c) Regional consultative groups will:
 - be chaired (to be shared) by the ETU and RTA staff representatives
 - develop and implement a communication plan to ensure that directorate staff are kept fully informed of the work of the group and the ongoing implementation of the enterprise bargaining process across the directorate.
- (d) The SBU, project teams and regional consultative groups will be able to second a staff member to the respective body if such staff member has special expertise relevant to the issue(s) being considered.
- (e) Nominated representatives and group members will have relevant training to assist them in their roles.
- (f) The SBU, project teams, task groups and regional consultative groups will be appropriately resourced in regard to clerical backup, time, provision of information and other identified needs.

A3 Commercialisation

The ETU and staff agree to co-operate in the implementation of a commercialisation focus as the basis for the RTA's business principles and practices to ensure the most efficient utilisation of resources, by adopting the RTA's business rules and by developing achievable performance and productivity measurement targets.

A4 Process improvement

The RTA, the ETU and staff are committed to ensuring effective and efficient customer service and product delivery by analysing and recommending changes in processes, systems or procedures which will result in improvement in productivity and/or the elimination of duplication and waste.

The regional consultative groups will under the direction of the SBU:

- monitor the development and implementation of process improvement at the directorate and regional level;
- provide appropriate updates, reports and recommendations to the SBU.

A5 Competency based training

The parties recognise the need for greater efficiency and productivity improvements which require a greater commitment to training and skill development. This commitment includes:

- acknowledgement of skills held;
- developing a more highly skilled and flexible workforce;
- providing staff with the opportunity to acquire additional skills through appropriate training, thereby improving career opportunities;
- ensuring equality and fairness of access to training for all Staff based on organisational need to increase flexibility and productivity;
- removing barriers to the use of skills acquired, thus providing greater flexibility and efficiency for the organisation and greater variety and job satisfaction for Staff.

To ensure that staff meet the required agreed competencies for their classification, RTA organised training programs will be conducted in paid time and within ordinary working hours, where practicable.

A6 Performance planning and feedback

The RTA will implement a performance planning and feedback scheme that applies to all Staff and is:

- implemented in consultation with the ETU that will link performance in the work place with the goals of the RTA, its regions and work units;
- supported by appropriate training;
- evaluated and monitored by the SBU.

This scheme recognises and reflects the increasing importance of teams in the RTA and their contribution to service and quality.

The parties are committed to:

- ensuring teams and staff understand the relationship or interdependence of their role with other teams and staff;
- clearly defining expectations for each team and staff member against the agreed goals of the RTA and productivity standards;
- ensuring each team and staff member clearly understands the RTA's objectives, their work unit's goals and how their role is integral to the achievement of these objectives and goals;
- obtaining feedback from teams and Staff on the RTA's work practices, management practices and possible innovations;
- encouraging teams and Staff to participate in their work unit's decision making process.

A7 Conditions of employment

- (a) The parties are committed to the development and implementation of changes in conditions of employment that are customer focused and are equitable in application. Any changes will be:
- developed and implemented in consultation with the ETU to link performance in the work place with the goals of the RTA;
 - evaluated and monitored by the SBU.
- (b) In making this commitment, the parties accept, in principle, the need to:
- review current work practices to ensure that they are customer focused and maximise the effective and efficient use of resources;
 - review and rationalise administrative procedures;
 - reduce and update documentation;
 - ensure, where possible, consistent working conditions for all Staff;
 - provide opportunities for all Staff to better manage their working and personal lives;
 - review current work patterns to investigate flexible work arrangements which better meet Staff and customers' needs.

A8 Work environment

(a) Occupational health and safety

The RTA is committed to achieving and maintaining an accident free and healthy workplace. This will be achieved by:

- implementation of appropriate health and safety practices and procedures;
- appropriate management policies and practices;
- the active and constructive involvement of all Staff; and
- management and staff member representatives participation on safety committees.

The RTA and Staff will seek to comply with the *Occupational Health and Safety Act 2000* and other relevant statutory requirements at all times.

The RTA will encourage Staff to take a constructive role in promoting improvements in occupational health, safety and welfare to assist the RTA in achieving a healthy and safe working environment.

(b) Equality of employment

The RTA is committed to providing employment which promotes the achievement of equality in employment as an effective management strategy.

(c) Harassment free workplace

Harassment on the grounds of sex, race, marital status, physical or mental disability, sexual preference or age is unlawful in terms of the *Anti-Discrimination Act 1977*.

The RTA is committed to ensuring that Staff work in an environment free of harassment. Staff are required to refrain from, or being a party to, any form of harassment in the workplace.

For further details, refer to the RTA's policy and guidelines for an harassment free workplace as set out in the Human Resources Manual.

A9 Consultation on excess staff

The RTA is committed to managing excess staff through a consultative approach in accordance with Government policy and continuous improvement strategies.

The parties are committed to the development and implementation of a process which will ensure equitable treatment of excess staff throughout the RTA.

Such a process will include appropriate training, career and financial assistance counselling, provision of equipment and participation in the RTA's Job Assist Scheme.

The implementation of any clause in this Award is not intended to cause any forced redundancies.

It is not the intention that any clause in this Award will prevent the RTA managing excess staff in accordance with Government policy and through a consultative process with staff and the ETU.

A10 Contractors' protocol

Where work is to be carried out by contract, including sub-contract, the RTA will:

- abide by the provisions of the Industrial Relations Management Guidelines, December 1999, as developed by the NSW Government's Construction Policy Steering Committee;
- ensure that all tenders are properly scrutinised to ensure that prospective tenderers would, if successful, be paying award rates, providing award conditions and complying with other statutory provisions and RTA specified standards including but not limited to the RTA's safe working procedures, RTA's traffic control procedures and RTA's quality standards and the provisions set out in A8, Work environment;
- on being advised or otherwise becoming aware that a contractor or sub-contractor is not paying award rates, providing award conditions or complying with any other statutory provisions and RTA standards including but not limited to RTA's safe working procedures, RTA's traffic control procedures and RTA's quality standards, as set out in clause 1.9 Work environment, will take necessary action to ensure that the situation is immediately rectified. Should the contractor or sub-contractor continue to breach the provision then appropriate action including termination of contract will, if appropriate, be implemented.

A11 Agreed procedures for market testing and contracting out

Where work is presently carried out by RTA staff, the parties agree that the Government's policy on Market Testing and Contracting Out will be observed. If increased efficiency through contracting out is to be considered, full consultation on all aspects, including the contracting out process and the capacity of Staff to perform the work to contractual specifications, will take place between the RTA and the ETU before initiating any change to operations presently carried out by RTA staff.

This is to ensure that all parties are informed of plans and Staff can offer input, seek clarification of issues and be kept abreast of major developments. (See Appendix D for Principles, Definitions and Consultative Process).

A12 Unplanned absenteeism (Sick leave)

The parties are committed during the life of the Award to finalising the development and implementation of strategies to identify the underlying causes of unplanned absenteeism, develop staff awareness of the problem(s) and to introduce initiatives to address the causes.

Staff who have a good employment and sick leave record and who have been suffering from a genuine prolonged illness will continue to be entitled, by Chief Executive approval, to paid sick leave should they exhaust their paid sick leave entitlement.

A13 Spread of hours

The hours and patterns of work for Staff may be reviewed during the life of this Award, if required, to better suit the needs and operational requirements of the RTA's traffic signals undertakings. Such considerations may include:

- occupational health and safety issues;
- quality of working life;
- recognition of family responsibilities;
- shift work patterns;
- adequate remuneration for Staff who undertake shift work;
- rostering arrangements; and
- programmed overtime.

A14 Consultation

The parties agree that in order to maximise the benefits that can be obtained through the consultative process there is a need for full and open consultation on all relevant issues affecting Staff and the ETU.

The parties are committed to timely and effective consultation which will provide Staff and the ETU with the opportunity for input into such matters that impact upon them prior to their implementation.

A15 Communication

The parties agree to continue to implement initiatives designed to ensure that there are structured communication processes between the RTA's corporate and other directorates, regional and frontline areas to ensure timely and accurate upward and downward feedback.

A16 Casual and limited duration employment

The parties agree to enter into negotiations concerning the employment and conditions of casual and limited duration staff.

A17 HIAB, Driving and compressor allowances

The parties agree to enter negotiations concerning the payment of allowances for operating a HIAB and a compressor and an allowance for driving vehicles.

A18 Meal allowances

The parties agree to enter negotiations concerning the payment of meal allowances for staff when travelling outside their headquarters in the Sydney, Newcastle and Wollongong Transport Districts.

A19 Austel licence

The parties agree to enter into negotiations concerning staff gaining the appropriate Austel License.

A20 First aid

The parties agree to enter negotiations concerning the provision of first aid training and entitlements.

A21 Work apparel

The RTA agrees to provide staff with work apparel. The style and quantum of work apparel issued to supervisory staff will be commensurate with the work apparel provided to Works Supervisors and Surveillance Officers. Any final application of work apparel to supervisory staff will be agreed by a working party consisting of representatives of the RTA and the ETU.

APPENDIX B

IMPLEMENTATION

B1 Rescinding of previous awards

This award rescinds and replaces the Crown Employees (Roads and Traffic Authority of New South Wales - Traffic Signals Staff) Award published 9 September 2005 (353 I.G. 803) and substitutes for the award erroneously published on 20 April 2007 (362 I.G. 588).

B2 Duration of the award and operative dates for future salary increases

- (a) This Award will take effect from 1 July 2007 and will operate for a period of one year.
- (b) Staff covered by this Award will receive a 4% increase in base rates of pay payable from the first full pay period to commence on or after 1 July 2007.
- (c) The increases in base rates will be paid in consideration of the acceptance of this Award. The new base rates are set out in the table Salary Increases, of Part B Monetary Rates.

B3 Negotiating the next award

The parties agree to begin negotiations for a new award at least six months prior to the expiration of this Award.

APPENDIX C

GRIEVANCE RESOLUTION

Policy

The RTA's grievance resolution policy provides a system for managing internal grievances which:

- recognises the right of an individual to raise any concern about work-related issues and expect a prompt and fair response;
- encourages appropriate behaviour in the workplace;
- raises and maintains high standards of morale and work satisfaction by providing a work environment where the full potential of each staff member can be realised.

All managers have a responsibility to identify and resolve, as far as possible, causes of stress to workers under their control without waiting for a grievance to be expressed first.

Every staff member has a responsibility to avoid treating co-workers in a way that will cause distress.

Guidelines

Definitions

(a) Grievant

The grievant is the person who raises the grievance. There may be more than one grievant involved in a grievance.

(b) Respondent

The respondent is the staff member who is alleged to:

- have acted unfairly or in a discriminatory manner;
- be the instigator of the cause of the grievance.

There may be more than one respondent involved in a grievance.

(c) Grievance Adviser

The Grievance Adviser:

- is the person who listens to a grievance, offers advice and clarifies the facts of the issue in question to enable the grievant to decide what the appropriate action is;
- may also participate in any discussions or mediation as a support person but not as an advocate for the grievant;
- does not have responsibility for resolving grievances through either action or decisions.

The person responsible for resolving grievances through action or decision is the appropriate supervisor or manager.

To provide individuals with increased flexibility in seeking advice regarding any work-related problem, staff members in the following positions within the RTA have been nominated as grievance advisers:

- Human Resources Managers
- EEO Manager
- Spokeswomen
- Women's Liaison Officer
- Director of Affirmative Action
- Grievance Contact persons
- Aboriginal Liaison Officer.

General Principles of Grievance Resolution

(a) The grievance resolution guidelines are based on the following general principles:

- staff involved in grievance resolution should have access to training;
- the immediate supervisor or manager should be informed in the first instance of the grievance, wherever possible, so that appropriate action can be taken;
- staff members must have an appropriate degree of choice about whom to approach and, ideally, have a choice of actions;
- grievances can be raised either orally or in writing;
- grievances are to be resolved as promptly as possible;
- where a grievance legitimately requires time for investigation:
 - an initial response advising of the proposed actions is to be made to the grievant within two days of the grievance being made;
 - the investigation is to be completed within a reasonable time frame (usually no longer than four weeks);
- all functional managers will manage grievances with understanding, care and consideration;
- the rights of every person involved are protected;
- the grievant has control of the resolution process except in certain cases eg where the RTA may be liable or where criminal charges may be laid;
- other staff may become involved in grievance resolution:
 - as and when required;
 - in order to provide specialised assistance;
 - to meet the special needs of EEO target group members;
- the confidentiality and the integrity of every person involved will be maintained;
- victimisation of any person involved is totally unacceptable;
- resolution should be determined in a way that is satisfactory to those involved and especially to the grievant wherever possible.

Interpreters

- (a) Language and sign interpreters are available and should be used where necessary at any stage of the grievance process.
- (b) Use only professional interpreters to minimise the risk to privacy and of error. Where a non-professional interpreter raises a grievance on behalf of another person eg a friend or colleague, limit the amount of information being given to the fact that the grievant is making a complaint.
- (c) The non-professional interpreter may only continue to contribute to the situation as a support person if requested to do so by the grievant.

External Referral Sources

- (a) Staff members have the right to choose whether to use:
 - the internal grievance mechanism;
 - an external body.
- (b) They may approach either or both at any time during the course of the grievance.
- (c) The list of sources of external assistance detailed below is not exhaustive and is a guide only:
 - the ETU;
 - Anti-Discrimination Board of NSW;
 - Government and Related Employees Appeal Tribunal (GREAT);
 - Industrial Relations Commission (with representation by the appropriate association/union);
 - Ombudsman;
 - Privacy Committee of NSW.
- (d) The RTA must be advised if a staff member approaches an external body during the course of a grievance.

Protection

- (a) A grievant is protected against any action for defamation by the defence of qualified privilege, provided:
 - the grievance is raised in accordance with these established procedures;
 - the grievant does not intentionally make a malicious or substantially frivolous complaint;
 - the grievant does not publish or make information about the grievance available to persons who have no legitimate interest in receiving it.
- (b) Any staff member who carries out grievance resolution in accordance with established procedures or who is required to prepare a report concerning another member of staff is protected against any action for defamation by the defence of qualified privilege provided that he or she:
 - is not actuated by malice;
 - does not publish or make information about the grievance available to persons who have no legitimate interest in receiving it.

Documentation

- (a) Grievance resolution should be managed as simply as possible. Keep informal notes brief and factual and do not include personal opinions.
- (b) All parties involved must be given the opportunity to sight and endorse all material.
- (c) The Grievance Adviser should retain all documentation until twelve months after the grievance has been resolved. Keep the material confidential and separate to personal files.
- (d) Do not make any notations on personal files unless a disciplinary charge has been found proved. In this case place only the results of the charge on the personal file of the person charged.

Training

- (a) Training courses concentrating specifically on the resolution of grievances will be made available to grievance advisers and as many staff members likely to be involved in grievance resolution as possible.

Assessing Grievance Resolution

- (a) A grievance should only be regarded as satisfactorily resolved when the outcome is fair with regards to:
 - any damage and suffering sustained;
 - the prognosis for the future;
 - improvement of the immediate circumstances which gave rise to the grievance.
- (b) The resolution to a grievance must be lawful.
- (c) In some cases a final determination may be reached which does not fully resolve the grievance or there is no possible action which can be taken but the parties accept this. The grievance is therefore considered concluded but not resolved.
- (d) A grievance is also considered to be concluded but not resolved when a grievant chooses to withdraw.
- (e) In the terms of this policy, a respondent has a right to expect that any penalty or disciplinary action will be appropriate to the degree of culpability or fault if proven or substantiated, taking into consideration any damage or suffering sustained by the grievant, and the potential for future problems.

Appeal Right

- (a) Any staff member who is dissatisfied with his or her treatment in terms of these procedures may appeal to the Director or Chief Executive for a re-examination of the decision.
- (b) This appeal right does not in any way diminish a staff member's right to seek the assistance of representative of his or her trade union or association in the matter.

Grievance Resolution Procedures

- (a) Any manager, supervisor or Grievance Adviser consulted by a grievant should:
 - listen and be sympathetic to any distress exhibited by the grievant;
 - be aware of their own limitations and the grievant's insecurity and fears as to the possible repercussions of lodging a grievance:
 - clarify the facts of the grievance;

- ensure the confidentiality and protection of all parties involved;
 - wherever possible, take into account the grievant's wishes regarding the process of resolution;
 - ensure the right of the respondent to be heard before any decision is made;
 - if resolution is not possible, conclude the grievance by advising the grievant of the:
 - reasons;
 - right of appeal;
 - external options.
- (b) In addition, if you are:
- acting as a Grievance Adviser:
 - offer counsel and advice;
 - refer the grievant to an appropriate functional manager. Usually this is the grievant's immediate supervisor or manager unless there is a good reason for the referral to be made to a more senior manager eg the immediate supervisor/manager is absent or is the respondent;
 - the supervisor or manager, take the appropriate steps to investigate and resolve the grievance.

APPENDIX D

Market Testing and Contracting Out

Principles, Definitions and Consultative Process

Principles

Selection of an Area of Work to Market Test

The following principles underlie the selection of an area of work for market testing:

- (a) The area of work should be capable of being defined precisely. It should allow clear boundaries to be specified and relationships with other areas of work to be defined.
- (b) The area of work should be capable of being expressed in terms of outcomes rather than the RTA having to define how the work is to be done.
- (c) The performance of an in-house team or contractor completing the work should be capable of being accurately measured so that cost and quality are able to be clearly determined.
- (d) There should be clear competition among bidders for the area of work.
- (e) If the work is contracted out, there should be clear opportunity to penalise or replace contractors for poor or non-performance without causing significant interruption to RTA business.
- (f) There should be a reasonable expectation that cost-effectiveness improvements are possible.

- (g) The Market Testing process need be applied only when the scope and nature of the project is such that there would be "value for money" in doing this. That is, the financial and other costs of running the process should be justifiable in terms of the expected financial and non-financial benefits.

Conduct of Market Testing Projects

The following principles underlie the conduct of a market testing project:

- (a) Consultation with staff and their representatives must be an integral part of the process (see definition of consultation below).
- (b) Market testing of an area of work will not necessarily lead to contracting out of that work. The decision to contract out an area of work or retain it in-house must be based on a robust analysis of costs, benefits and risks, both financial and non-financial. Issues to be considered include but are not limited to:
- track record of performing work of that type and quality of past work, including consideration of any examples of non-performance in the past
 - reports from reference sites
 - past performance in management of sub-contractors
 - fitness and quality of the process proposed by the bidder
 - financial stability of the firm
 - ability to meet statutory requirements, including occupational health and safety requirements, and
 - calibre of the key people involved in delivery of the work.
- (c) Fair and effective competition must be maintained among all bidders, including in-house bid teams. Probity processes must be in place to ensure no advantage is gained by one bidder over and others but care must be taken to ensure that probity processes are not so onerous that they disadvantage any bidders or place heavy costs on the process.
- (d) The market testing process used should facilitate innovation by bidders (including in-house bidders) and support the pursuit of "best practice". This implies that internal bid teams should be adequately resources and have access to the relevant expertise in formulating their bids. *(NB. The terms "innovation" and "best practice" refer to the achievement of technical and process improvement and not merely cost cutting.)*
- (e) Equity objectives should be pursued in addition to efficiency and effectiveness objectives. This means that equity in dealing with the RTA's clients and employees must be maintained or enhanced. Equity in workplace relationships extends to safety and EEO aspects, as well as consultation with employees and their representatives. Workplace equity also implies management should demonstrate appropriate leadership and support or employees, especially those involved in internal bid processes.

Management of an Area of Work After Market Testing

The following principles underlie the management of a work area after market testing, irrespective of whether the work is contracted out or retained in-house:

- (a) The work area should be managed on an "outcome" basis, allowing room for innovation and continuous improvement in the way work is performed.
- (b) A contract and/or service level agreement(s) must be negotiated which allows cost and quality indicators to be monitored and compared over time.

- (c) Clear accountabilities must be established and understood by all parties - the team undertaking the work and the people responsible for managing the performance or the work area on behalf of the RTA.
- (d) Clear lines of communication must be defined, including processes for remedying performance discrepancies and resolution of disputes.

Definitions

- (a) "Consultation" means a process of sharing information and requiring input on key decisions before they are taken and utilising that input in formulation of the decision outcome. In a rational decision model, it may include input to and/or feedback on:
 - the identification of decision alternatives;
 - the identification of decision criteria; and
 - the outcome of evaluation of alternatives against the criteria.
- (b) In an incremental decision model it may include preparation and dissemination of a discussion document on a proposed change, gaining feedback on the proposal and modifying the proposal where appropriate.
- (c) Consultation does not imply a right to veto decisions nor does it imply a right to access confidential material of a commercial or personal nature. *Where a need arises to provide access to confidential information, a confidentiality control process will be implemented.*
- (d) "Market Testing" is a rational approach to deciding the best value-for-money method (taking into account cost, benefit and risk) of delivery of an area of work. *It does not refer to "contracting." Contracting is one possible outcome of a market testing process.*
- (e) "Major Works" are defined as works valued at \$500,000 or greater unless approved as a "Minor Works" by a *Regional Manager*. Only major works are suitable for market testing and usually only where it is an area of work that is already performed within the RTA. The RTA may proceed directly to a contract for minor works in circumstances where in-house resources are unavailable and/or the RTA no longer performs work of that type.

Consultative Process

- Step 1
 - (a) Local management required to identify projects to be considered for Market Testing and Contracting Out.
 - (b) Agreement to proposals sought from Director
 - (c) Opinions of other directors on proposed project sought by relevant Director. Director Corporate Services initiates preliminary consultation with relevant unions and notification to SBU and Labour Council.
 - (d) Relevant unions advised by Director Corporate Services and input sought. (Two weeks to respond from date of advice).
 - (e) Responses considered by relevant Director and proposals modified where appropriate.
- Step 2
 - (a) Board advised of nominated projects by relevant Director.
 - (b) Nominations considered by Board and which project should proceed to market testing determined.
 - (c) Relevant unions, SBU and Labour Council advised of project approvals by Director Corporate Services.

- Step 3
- (a) Project initiated by local management.
 - (b) Nominations called for and, in consultation with relevant unions, in-house bid team appointed by relevant Director.
 - (c) In-house bid team advised of targeted savings/areas for improvement.
 - (d) Evaluation committee appointed by relevant Director.
 - (e) In-house bid team given time and resources (including appointment of relevant advisers) to identify and implement processes to achieve target savings and improvements.
 - (f) Evaluation committee reviews improvements made by internal bid team and recommendation as to whether to proceed to full market testing made to Director.
 - (g) If recommendation to proceed to market testing approved, market testing team set up by local management.
 - (h) Relevant probity processes established by local management.
 - (i) If determined necessary (i.e. to gauge size of market, identify options, etc.) Expression of Interest called.
 - (j) Expressions of interest evaluated and short list prepared.
 - (k) Request for Proposal/tender documents prepared by market testing team and reviewed. Review team to include evaluation committee and representation from relevant unions.
 - (l) RFP/tender documents modified where appropriate by market testing team.
 - (m) Evaluation model prepared by market testing team and reviewed. Review team to include evaluation committee and representation from relevant unions.
 - (n) Evaluation model modified where appropriate by market testing team.
 - (o) RFP/tender documents issued.
- Step 4
- (a) Evaluation conducted by evaluation committee using internal bid team improvements as a "benchmark".

of comments requested with a minimum of two weeks to respond from date of dissemination of report.
- Step 5
- (a) Union submissions received and report finalised by evaluation committee and submitted to relevant Director.
 - (b) Approval of evaluation report recommendations sought from Board by relevant Director.
- Step 6
- (a) Relevant unions and bidders advised by Relevant Director of decision of Board.
 - (b) Staff advised and in-house bid team debriefed by local management.

APPENDIX E

Glossary of Terms

Traffic Signals Group

(a) RTA Officer (Traffic Signals) Grade 4

Initial appointment following completion of an apprenticeship with the Department, or on appointment to the Department.

Duties: Assist a more senior Technician as required.

Essential: Possession of A1 grade electrical mechanic's licence.

(b) RTA Officer (Traffic Signals) Grade 5

The level at which a qualified and experienced trades person is expected to perform. At this grade, the technician would be capable of working independently, and taking responsibility for the work of a gang.

Duties (typical):

- In charge of a gang/crew engaged on any of the following:
 - Routine maintenance
 - Emergency maintenance
 - Accident repair
 - Construction/Reconstruction
 - Miscellaneous activities.
- Member of a team engaged in development, maintenance or repair of traffic signal equipment.
- Tasks might include:
 - Supervision and control of other employees
 - Assisting a trades person in a gang where more than one trades person is deployed
 - Inspection checking and repair or replacement of traffic signal equipment
 - Report writing
 - Servicing of printed circuit assemblies, relay circuits, etc (discrete components and integrated circuits)
 - Diagnosis of equipment faults with appropriate remedial action.

Essential: Possession of 'A' grade electrical mechanic's licence.

Desirable: Demonstrated knowledge of traffic control equipment - Level 1

(c) RTA Officer (Traffic Signals) Grade 6

A level of technician who is experienced and technically proficient in all aspects of traffic control equipment. The technician would be expected to be capable of working independently, dealing with

complex equipment problems at a level not normally expected of a grade 2 technician. Supervision of the work of other trades persons would be required.

Duties:

- In charge of a gang where the size of a gang or complexity of work is such that appointment of a grade 2 technician is considered inappropriate.
- Engaged in traffic systems work.
- Leader of a group of technicians engaged in development, maintenance or repair of traffic signal equipment.
- Typical tasks would include those listed of grade 2 level, and where additional complexity exists

Essential: Possession of 'A' grade electrical mechanic's licence.

Desirable: Demonstrated knowledge of traffic control equipment - Level II.

(d) Leading Technician

This level of technician is expected to be responsible for the repair, testing and preparation of traffic signal equipment and other electric/electronic equipment, as well as provide leadership for a group of traffic signal technicians engaged on such work.

Duties:

- Provide technical advice and support to the Equipment Service Manager.
- Guide and co-ordinate the work of a group of traffic signals technicians.
- Monitor fault records of equipment to be repaired by the group so as to assist in identification of fault patterns.
- Repair, overhaul, modify and test microprocessor based controllers and other complex electronic equipment.
- Preparation and testing of controller personalities against design plans.
- Liaison with Divisional TEO's on adaptive engineering matters.

Essential: Criteria will include possession of "A" grade electrical mechanic's licence and qualified in electronics to post trade level or higher.

Progression from 3rd year to thereafter is after three years at the 3rd year level and subject to satisfactory staff reports and attendance at prescribed seminars, workshops etc.

(e) Supervising Technician

This level of technician is expected to provide leadership to a group of trades and non-trades staff, in assisting line management to fulfil specific objectives. The supervising technician provides the link between management and field staff, deputising for management where required. The supervising technician is expected to maintain a high degree of technical knowledge and to impart skills as necessary to other personnel, by formal or informal means. The supervising technician is accountable for the quality and quantity of work performed. The Supervising Technician will provide expert advice on the technical aspects of traffic control and advisory systems using advanced electrical and electronic technologies, eg traffic control signals, variable message signs, tidal flow systems, traffic monitoring units.

Duties (typical):

- Supervise and direct the activities of traffic signal construction, reconstruction or maintenance in a specified area.
- Maintain knowledge of current technology and development, maintenance and repair of traffic signal equipment.
- Supervise the work of contractors as required.
- Supervise and provide technical leadership to groups of technicians engaged in development, maintenance or repair of traffic signal equipment.
- Acceptance testing and quality control duties.

Essential: Possession of 'A' grade electrical mechanic's licence.

Desirable: Qualified at Level II for promotion. Post-trade or certification level qualifications in areas relevant to the classification. Demonstrated knowledge of current technology and diagnostic / repair techniques for traffic control equipment.

Progression from 3rd year to thereafter is after three years service at the 3rd year level and subject to satisfactory staff reports and attendance at prescribed seminars, workshops, etc.

(f) General

- Incremental progression to be subject to satisfactory service.
- Duties of particular positions to be determined within the broad guidelines provided above and having regard to Job and Person Specifications.
- Knowledge of traffic control equipment to be demonstrated by the satisfactory completion of an internal course of instruction. Subject to further discussion, it is envisaged that the following would be included.

Level I: General controller and equipment operation, basic SCATS and communication theory.

Level II: Advanced controller operation, detailed SCATS and communication theory.

All courses would include elements of traffic engineering principles, safety practice and industrial relations.

- Officers who have previously passed parts 1, 2 and 3 will be regarded as possessing a demonstrated knowledge of traffic control equipment at Level II.
- The requirement for a supervising technician to keep up-to-date would be satisfied by attendance at seminars, workshops, etc, for which supervising and grade 3 technicians would be eligible to nominate. Content would be determined having regard to current technology and developments generally.

Electronic Equipment Group

- (a) No person, excepting one who has completed an apprenticeship involving training in electronics, or has reasonable practical experience in electronics, including electronics construction, maintenance and fault repair, and has completed or is currently undertaking the Post-Trades Electronics Course (1039) or equivalent, shall be appointed as an electronic equipment technician.
- (b) Initial appointment will be at the salary level of electronic equipment technician grade c.

- (c) Progression from grade c to d shall be dependent upon:
 - (i) the successful completion of the Post-Trades Electronic Course (1039), or equivalent, and
 - (ii) 12 months' satisfactory service on the rate for electronic equipment technician grade c.
- (d) A staff member who is directed to lead other personnel in the Electronic Workshop shall be paid the rate for electronic equipment technician grade.

D. S. McKENNA, Commissioner.

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**SYDNEY CATCHMENT AUTHORITY CONSOLIDATED AWARD
2005**

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

Correction to Serial C4692 published 2 June 2006

(359 I.G. 639)

(No. IRC 638 of 2006)

CORRECTION

1. Delete paragraph (a) of subclause (i) in Schedule 3 - Personal Carers Entitlement for Casual Employees, and substitute the following:

- (i) 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 clause 31.1(d)(ii) of this Award 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) of this.

2. Delete paragraph (c) of subclause (3) of Schedule 4, and substitute the following:

- (c) Employee's request and the employer's decision to be in writing

The employee's request and the employer's decision made under 3(a) and 3(b) must be recorded in writing.

G. M. GRIMSON *Industrial Registrar.*

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AUSTRALIAN MUSIC EXAMINATIONS BOARD (NEW SOUTH WALES) EXAMINERS, ASSESSORS AND ADVISERS EMPLOYED BY THE OFFICE OF THE BOARD OF STUDIES AWARD

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

Correction to Serial C4715 published 30 June 2006

(359 I.G. 1197)

(No. IRC 306 of 2006)

CORRECTION

1. Delete subclause 9.2 of clause 9, Family Leave Provisions, and insert in lieu thereof the following:

9.2 Personal Carers entitlement for Employees

9.2.1 Employees are entitled to not be available to attend work, or to leave work if they need to care for a family member 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 evidentiary requirements set out below in (9.3), and the notice requirements set out in (9.4).

9.2.1.1 A family member for the purposes of above is:

a spouse or family member; or

a de facto spouse being a member of the opposite sex to the Employee who lives with the Employee as her husband or as his wife on a bona fide domestic basis although not legally married to that Employee; or

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), a grandparent, grandchild or sibling of the Employee or of the spouse or de facto spouse of the Employee; or

a same sex partner who lives with the Employee as the de facto partner of that Employee on a bona fide domestic basis; or a relative of the Employee 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

9.2.2 The General Manager and the Employee shall agree on the period 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 Employee is not entitled to any payment for the period of non-attendance.

- 9.2.3 The General Manager must not fail to re-engage an Employee because the Employee accessed the entitlements provided for in this clause. The rights of an employer to engage or not to engage an Employee are otherwise not affected.

G. M. GRIMSON *Industrial Registrar.*

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HIGHER SCHOOL CERTIFICATE AND SCHOOL CERTIFICATE MARKING AND RELATED CASUAL EMPLOYEES RATES OF PAY AND CONDITIONS AWARD

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

Correction to Serial C4688 published 30 June 2006

(359 I.G. 1200)

(No. IRC 302 of 2006)

CORRECTION

1. Delete subclause 14.2 of clause 14, Family Leave Provisions, and insert in lieu thereof the following:

14.2 Personal Carers entitlement for Employees

14.2.1 Employees are entitled to not be available to attend work, or to leave work if they need to care for a family member 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 evidentiary requirements set out below in (14.3), and the notice requirements set out in (14.4).

14.2.1.1 A family member for the purposes of above is:

a spouse or family member; or

a de facto spouse being a member of the opposite sex to the Employee who lives with the Employee as her husband or as his wife on a bona fide domestic basis although not legally married to that Employee; or

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), a grandparent, grandchild or sibling of the Employee or of the spouse or de facto spouse of the Employee; or

a same sex partner who lives with the Employee as the de facto partner of that Employee on a bona fide domestic basis; or a relative of the Employee 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

14.2.2 The General Manager and the Employee shall agree on the period 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 Employee is not entitled to any payment for the period of non-attendance.

14.2.3 The General Manager must not fail to re-engage an Employee because the Employee accessed the entitlements provided for in this clause. The rights of an employer to engage or not to engage an Employee are otherwise not affected.

G. M. GRIMSON *Industrial Registrar.*

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CROWN EMPLOYEES (SKILLED TRADES) AWARD

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

Correction to Serial C4786 published 30 June 2006

(359 I.G. 1207)

(No. IRC 345 of 2006)

CORRECTION

1. Delete subparagraphs (iii) and (iv) of paragraph (a) of subclause 31.3 of clause 31 General Leave Conditions and Accident Pay, and insert in lieu thereof the following:
 - (iii) Employee's request and the employer's decision to be in writing.

The employee's request and the employer's decision made under paragraph 31.3 (a)(i) and 31.3 (a)(ii) above, must be recorded in writing.
 - (iv) Request to return to work part-time

Where an employee wishes to make a request under 31.3 (a)(i)(C) above, 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.
2. Delete subparagraph (iii) of paragraph (b) of subclause 31.3 of clause 31. and insert in lieu thereof the following:
 - (iii) The employee shall also notify the employer of changes of address or other contact details which might affect the employer's capacity to comply with paragraph 31.3 (b)(i).

G. M. GRIMSON *Industrial Registrar.*

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WATERWAYS AUTHORITY OF NEW SOUTH WALES AWARD 1999

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

Correction to Serial C4734 published 30 June 2006

(359 I.G. 1209)

(No. IRC 340 of 2006)

CORRECTION

1. Delete subparagraphs 20.4.12.3 and 20.4.12.4 of clause 20 Staff and Family Assistance, and insert in lieu thereof the following:
 - 20.4.12.3 The employee's request and the Authority's decision made under 20.4.12.1 and 20.4.12.2 must be recorded in writing.
 - 20.4.12.4 Where an employee wishes to make a request under the sub-clause 20.4.12.1 (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 maternity, adoption or parental leave.

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**FORESTRY COMMISSION DIVISION TRADING AS FORESTS NSW
CROWN EMPLOYEES FIELDWORK AND OTHER STAFF AWARD
2005-2008**

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

Correction to Serial C4810 published 14 July 2006

(360 I.G. 47)

(No. IRC 2382 of 2006)

CORRECTION

1. Delete paragraph (i) of subclause 26.9 of clause 26 Leave, and insert in lieu thereof the following:
 - (i) Notification Requirements
 - (1) When the Department is made aware that a staff member or their spouse is pregnant, or a staff member's spouse is pregnant or is adopting a child, the Department must inform the staff member of their entitlements and their obligations under the Award.
 - (2) A staff member who wishes to take parental leave must notify the department head in writing at least 8 weeks (or as soon as practicable) before the expected commencement of parental leave:
 - (i) that she/he intends to take maternity, adoption or other parent leave, and
 - (ii) the expected date of birth or the expected date of placement, and
 - (iii) if she/he is likely to make a request under subclause 26.9(h).
 - (3) At least 4 weeks before a staff member's expected date of commencing maternity, adoption or other parent leave they must advise:
 - (i) the date on which the maternity, adoption or other parent leave is intended to start, and
 - (ii) the period of leave to be taken.
 - (4) The staff member's request under subclause 26.9(h)(i) and the Department Head's decision under subclause 26.9(h)(ii) must be recorded in writing.
 - (5) A staff member intending to request to return from maternity, adoption or other parent leave on a part time basis or seek an additional period of leave of up to 12 months must notify the Department Head in writing as soon as practicable and preferably before beginning maternity, adoption or other parental leave. If the notification is not given before commencing such leave, it may be given at any time up to 4 weeks before the proposed return on a part time basis, or later if the Department Head agrees.
 - (6) A staff member on maternity leave is to notify her department of the date on which she gave birth as soon as she can conveniently do so.
 - (7) A staff member must notify the department as soon as practicable of any change in her intentions as a result of premature delivery or miscarriage.

- (8) A staff member on maternity or adoption leave may change the period of leave or arrangement, once without the consent of the department and any number of times with the consent of the department. In each case she/he must give the department at least 14 days notice of the change unless the Department Head decides otherwise.

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NURSES' (DEPARTMENT OF AGEING, DISABILITY & HOME CARE) (STATE) AWARD 2005

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

Correction to Serial C4791 published 14 July 2006

(360 I.G. 227)

(No. IRC 374 of 2006)

CORRECTION

1. Delete paragraph (a) of subclause (ix) of clause 15. Permanent Part-time and Casual Employees in Part II - Casual Employees, and insert in lieu thereof the following:
 - (ix) 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 (x) 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).
2. Delete paragraphs (a) to (c) of subclause (x) of clause 15, in Part II - Casual Employees, and insert in lieu thereof the following:
 - (x) A family member for the purposes of (ix)(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

G. M. GRIMSON *Industrial Registrar.*

**CROWN EMPLOYEES (CATERING OFFICERS - DEPARTMENT OF
TOURISM, SPORT AND RECREATION) AWARD**

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

Correction to Serial C4789 published 14 July 2006

(360 I.G. 230)

(No. IRC 382 of 2006)

CORRECTION

1. Delete subclauses (iii) of Appendix 3, and insert in lieu thereof the following:

(iii) A family member for the purposes of (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.

G. M. GRIMSON *Industrial Registrar.*

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**FIRE BRIGADE (MAINTENANCE, CONSTRUCTION AND
MISCELLANEOUS STAFF) AWARD**

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

Correction to Serial C4790 published 14 July 2006

(360 I.G. 233)

(No. IRC 371 of 2006)

CORRECTION

1. Delete subclause 1.3.1 of clause 31, Personal/ Carer's Leave, and insert in lieu thereof the following:
 - 1.3.1 An employee may elect, with the consent of the employer to take annual leave not exceeding ten days in single-day periods, or part thereof, in any calendar year at a time or times agreed by the parties.
2. Delete paragraph (c) of subclause (h) of clause 33, Parental Leave and insert in lieu thereof the following:
 - (c) Employee's request and the employer's decision to be in writing

The employee's request made under paragraph (h)(a) and the employer's decision made under paragraph (h)(b) must be recorded in writing.

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**CROWN EMPLOYEES (NSW FIRE BRIGADES FIREFIGHTING
STAFF) AWARD 2005**

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

Correction to Serial C4481 published 19 May 2006

(359 I.G. 383)

(No. IRC 372 of 2006)

CORRECTION

1. Delete paragraph 21.20.3 of clause 21 Parental Leave, and insert in lieu thereof the following:

21.20.3 Employee's request and the employer's decision to be in writing:

The employee's request and the employer's decision made under 21.20.1 and 21.20.2 must be recorded in writing.

G. M. GRIMSON *Industrial Registrar.*

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**CROWN EMPLOYEES (NSW FIRE BRIGADES RETAINED
FIREFIGHTING STAFF) AWARD 2005**

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

Correction to Serial C4482 published 19 May 2006

(359 I.G. 381)

(No. IRC 373 of 2006)

CORRECTION

1. Delete paragraph 13.20.3 of clause 13. Parental Leave, and insert in lieu thereof the following:

13.20.3 Employee's request and the employer's decision to be in writing:

The employee's request and the employer's decision made under 13.20.1 and 13.20.2 must be recorded in writing.

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CROWN EMPLOYEES (PARLIAMENT HOUSE CONDITIONS OF EMPLOYMENT 2004) AWARD

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

Correction to Serial C4828 published 11 August 2006

(360 I.G. 605)

(No. IRC 366 of 2006)

CORRECTION

1. Delete paragraph (a) of subclause (v) of clause 28A, Leave for Casual Employees, and insert in lieu thereof the following:
 - (v) 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 (vi) 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).
2. Delete paragraphs (a) to (c) of subclause (vi) of clause 28A and insert in lieu thereof the following:
 - (vi) A family member for the purposes of (v)(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
3. Delete subclause (viii) of clause 36, Maternity Leave, and insert in lieu thereof the following:
 - (viii) Right to Request
 - (a) A staff member who has been granted maternity leave in accordance with subclause (i) may make a request to the Clerk(s) to:
 - (1) extend the period of unpaid maternity leave for a further continuous period of leave not exceeding 12 months;
 - (2) return from a period of full time maternity leave on a part time basis until the child reaches school age;to assist the staff member in reconciling work and parental responsibilities.
 - (b) The Clerk(s) shall consider the request having regard to the staff member's circumstances and, provided the request is genuinely based on the staff member's parental responsibilities, may only refuse the request on reasonable grounds related to the effect on the workplace or the Clerk(s)

business. Such grounds might include cost, lack of adequate replacement staff, loss of efficiency and the impact on customer service.

4. Delete subparagraph (1) of paragraph (a) of subclause (i) of clause 37 Parental Leave, and insert in lieu thereof the following:

(1) Applied for parental leave within the time and in the manner determined; and

5. Delete subclauses (vi) and (vii) of clause 37, and insert in lieu thereof the following:

(vi) Right to Request

(a) A staff member who has been granted parental leave in accordance with subclause (i) may make a request to the Clerk(s) to:

- (1) extend the period of unpaid parental leave for a further continuous period of leave not exceeding 12 months;
- (2) return from a period of full time parental leave on a part time basis until the child reaches school age;

to assist the staff member in reconciling work and parental responsibilities.

(b) The Clerk(s) shall consider the request having regard to the staff member's circumstances and, provided the request is genuinely based on staff member's parental responsibilities, may only refuse the request on reasonable grounds related to the effect on the workplace or the Clerk(s)' business. Such grounds might include cost, lack of adequate replacement staff, loss of efficiency and the impact on customer service.

(vii) Communication during Parental Leave

(a) Where a staff member is on parental leave and a definite decision has been made to introduce significant change at the workplace, the Clerk(s) shall take reasonable steps to:

- (1) make information available in relation to any significant effect the change will have on the status or responsibility level of the position the staff member held before commencing parental leave; and
- (2) provide an opportunity for the staff member to discuss any significant effect the change will have on the status or responsibility level of the position the staff member held before commencing parental leave.

(b) The staff member shall take reasonable steps to inform the Clerk(s) about any significant matter that will affect the staff members decision regarding the duration of parental leave to be taken, whether the staff member intends to return to work and whether the staff member intends to request to return to work on a part-time basis.

(c) The staff member shall also notify the Clerk(s) of changes of address or other contact details which might affect the Clerk(s)' capacity to comply with paragraph (a).

6. Delete subclauses (viii) and (ix) of clause 38 Adoption Leave, and insert in lieu thereof the following:

(viii) Right to Request

(a) A staff member who has been granted adoption leave in accordance with subclause (i) may make a request to the Clerk(s) to:

- (1) extend the period of unpaid adoption leave for a further continuous period of leave not exceeding 12 months;

- (2) return from a period of full time adoption leave on a part time basis until the child reaches school age;

to assist the staff member in reconciling work and parental responsibilities.

- (b) The Clerk(s) shall consider the request having regard to the staff member's circumstances and, provided the request is genuinely based on the staff member's parental responsibilities, may only refuse the request on reasonable grounds related to the effect on the workplace or the Clerk(s)' business. Such grounds might include cost, lack of adequate replacement staff, loss of efficiency and the impact on customer service.

(ix) Communication during Adoption Leave

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

G. M. GRIMSON *Industrial Registrar.*

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CROWN EMPLOYEES (DOMESTIC SERVICES OFFICERS - DEPARTMENT OF AGRICULTURE) AWARD

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

Correction to Serial C4829 published 25 August 2006

(360 I.G. 756)

(No. IRC 367 of 2006)

CORRECTION

1. Delete clause 10, Leave and insert in lieu thereof the following:

10. Leave

- (i) General leave conditions of employees under this Award shall be regulated in accordance with the provisions contained within the *Public Sector Employment and Management Act 2002* and Regulation.
- (ii) When Colleges are in recess and it is necessary to stand down staff, employees employed in such colleges shall be paid half ordinary pay for the period during which they have been stood down, provided that they have been continuously employed for the college term immediately preceding and for the college term immediately following the period of recess.
- (iii) During any period of annual leave taken by an employee that employee shall be paid, in addition to his/her ordinary rate of pay prescribed in clause 3 Salaries, any amount in respect of shift penalties to which he/she would have become entitled had he/she not proceeded on annual leave. Such shift penalties to be calculated in accordance with his/her roster or projected roster for the period of annual leave.
- (iv) Employees who are regularly rostered to perform rostered duty on Sundays and Public Holidays shall be granted additional leave on the following basis:

Number of Ordinary Shifts Worked on Sunday and/or Public Holidays	Additional Leave
4-10	1 additional days leave
11-17	2 additional days leave
18-24	3 additional days leave
25-31	4 additional days leave
32 or more	5 additional days leave

- (v) In addition to the leave entitlements set out above, the following provisions shall also apply.
- (a) An employer must not fail to re-engage a regular casual employee (see section 53(2) of the *Industrial Relations Act 1996*) because:
- (i) the employee or employee's spouse is pregnant; or
- (ii) 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.

(b) Right to Request

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

to assist the staff member in reconciling work and parental responsibilities.

- (ii) The employer 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 employer's business. Such grounds might include cost, lack of adequate replacement staff, loss of efficiency and the impact on customer service.
- (iii) Employee's request and the employer's decision made under subparagraph 10(v)(b)(i) and 10(v)(b)(ii) above, must be recorded in writing.
- (iv) Request to return to work part-time

Where an employee wished to make a request under subparagraph 10(v)(b)(i)(C) above, 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.

(c) Communication during Parental Leave

- (i) Where an employee is on parental leave and a definite decision has been made to introduce significant change at the workplace, the employer shall take reasonable steps to:
 - (A) 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
 - (B) 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.
- (ii) The employee shall take reasonable steps to inform the employer 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.
- (iii) The employee shall also notify the employer of changes of address or other contact details which might affect the employer's capacity to comply with subparagraph 10(v)(c)(i).

G. M. GRIMSON *Industrial Registrar.*

CROWN EMPLOYEES (MUSEUM OF APPLIED ARTS AND SCIENCES - CASUAL GUIDE LECTURERS) AWARD 2004

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

Correction to Serial C4830 published 25 August 2006

(360 I.G. 758)

(No. IRC 369 of 2006)

CORRECTION

1. Delete paragraph (c) of subclause (iii) of Appendix A and insert in lieu of the following:
 - (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
2. Delete subclause (vii) of Appendix A and insert in lieu of the following:
 - (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).

G. M. GRIMSON *Industrial Registrar.*

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CROWN EMPLOYEES (HOME CARE SERVICE OF NEW SOUTH WALES - ADMINISTRATIVE STAFF) AWARD 2004

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

Correction to Serial C4832 published 25 August 2006

(360 I.G. 761)

(No. IRC 376 of 2006)

CORRECTION

1. Delete subclause (7) of clause 31, Personal/Carer's Leave and insert in lieu thereof the following:

- (7) Personal Carers Entitlement for Casual employees

- (i) Subject to the evidentiary requirements set out in paragraph (1)(ii) and the notice requirements set out in paragraph (1)(iv), casual employees are entitled to not be available to attend work, or to leave work if they need to care for a person prescribed in subparagraph (1)(iii)(b) of this clause who are sick and require care and support, or who require care due to an unexpected emergency, or the birth of a child.
- (ii) The employer and the 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.
- (iii) An employer 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.

2. Delete paragraph (i) of subclause (8) of clause 31, Personal/Carer's Leave and insert in lieu thereof the following:

- (8) Bereavement entitlements for Casual employees

- (i) Subject to the evidentiary requirements set out in paragraph (1)(ii) and the notice requirements set out in (1)(iv), casual employees are entitled to not be available to attend work, or to leave work upon the death in Australia of a person prescribed in subparagraph (1)(iii)(b) of this clause.

3. Delete subclauses (3), (4), (5) and (6) of clause 32, Parental Leave and insert in lieu thereof the following:

- (3) Other Parent Leave

An employee, other than a casual employee, who has completed 12 months' continuous service with the employer prior to the commencement of 'other parent' leave, shall be entitled to unpaid 'other parent' leave under the following conditions:

- (i) Up to a maximum of eight weeks' simultaneous unpaid leave;
- (ii) A further continuous period of unpaid leave to become the primary care giver for a period not exceeding 12 months less any leave already taken by the employee as provided for in paragraph (i) of this subclause.

- (iii) Provided that an employee shall:
 - (a) give 10 weeks' notice of his or her intention to take 'other parent' leave;
 - (b) make a statutory declaration:
 - that he or she is applying for leave to become the primary caregiver;
 - detailing maternity or adoption leave sought or taken by his or her spouse;
 - that he or she will not take another job or in any other way contravene his or her contract of employment while on 'other parent' leave,
- (4) Right to request
 - (i) An employee entitled to either maternity, adoption or 'other parent' leave, other than a casual employee, may request the employer to allow the employee:
 - (a) to extend the period of unpaid maternity, adoption or 'other parent' leave for a further continuous period of leave not exceeding 12 months;
 - (b) to return from a period of maternity, adoption or 'other parent' leave on a part-time basis until the child reaches school age to assist the employee in reconciling work and parental responsibilities.
 - (ii) The employer 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 employer's business. Such grounds might include cost, lack of adequate replacement staff, loss of efficiency and the impact on customer service.
 - (iii) Employee's request and the employer's decision to be in writing.

The employee's request under paragraph 4(i) and the employer's decision made under paragraph 4(ii) above, must be recorded in writing.
 - (iv) Request to return to work part-time

Where an employee wishes to make a request under 4(i)(b) above, 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.
- (5) Communication during maternity, adoption or 'other parent' leave
 - (i) Where an employee is on maternity, adoption or 'other parent' leave and a definite decision has been made to introduce significant change at the workplace, the employer shall take reasonable steps to:
 - (a) 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 maternity, adoption or 'other parent' leave; and
 - (b) 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 maternity, adoption or 'other parent' leave.

- (ii) The employee shall take reasonable steps to inform the employer about any significant matter that will affect the employee's decision regarding the duration of maternity, adoption or 'other parent' 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.
 - (iii) The employee shall also notify the employer of change of address or other contact details which might affect the employer's capacity to comply with paragraph (i) of this subclause.
- (6) Casual Employees
- (i) An employer must not fail to re-engage a regular casual employee (see section 53(2) of the *Industrial Relations Act 1996*) 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.

G. M. GRIMSON *Industrial Registrar.*

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CROWN EMPLOYEES (COURT OFFICERS ATTORNEY GENERAL'S DEPARTMENT) AWARD

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

Correction to Serial C4822 published 8 September 2006

(360 I.G. 1195)

(No. IRC 359 of 2006)

CORRECTION

1. Delete subclause (iv) of clause 4, Salaries and insert in lieu thereof the following:
 - (iv) 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);
 - (c) Bereavement entitlement in accordance with subclause 12(vi).This entitlement is also set out at Appendix A of this Award.
2. Delete paragraph (c) of subclause (iii) of Appendix A and insert in lieu thereof the following:
 - (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
3. Delete paragraph (c) of subclause (iv) of Appendix A and insert in lieu thereof the following:
 - (c) The 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 the Department Head to engage or not engage a casual employee are otherwise not affected.

G. M. GRIMSON *Industrial Registrar.*

GREYHOUND RACING AUTHORITY (NSW) AWARD

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

Correction to Serial C4818 published 22 September 2006

(361 I.G. 73)

(No. IRC 352 of 2006)

CORRECTION

1. Delete paragraph (a) of subclause (c) of clause 2 Salaries and insert in lieu thereof the following:
 - (c) 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 at Appendix A of this Award.

2. Delete Appendix A and insert in lieu thereof the following:

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 (1)(d), and the notice requirements set out in (1)(e).
 - (b) The Authority 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 Authority must not fail to re-engage a casual employee because the employee accessed the entitlements provided for in this clause. The rights of the Authority 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 Authority, 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 personal carer's leave under this subclause where another person has 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 Authority of their inability to attend for duty. If it is not reasonably practicable to inform the Authority during the ordinary hours of the first day or shift of such absence, the employee will inform the Authority 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 Authority).
- (b) The Authority 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 Authority must not fail to re-engage a casual employee because the employee accessed the entitlements provided for in this clause. The rights of the Authority 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 Authority of their inability to attend for duty. If it is not reasonably practicable to inform the Authority during the ordinary hours of the first day or shift of such absence, the employee will inform the Authority within 24 hours of the absence.

3. Delete Appendix B and insert in lieu thereof the following:

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 Authority 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 Authority 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 Authority 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 Authority 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 Authority'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 Authority's decision to be in writing

Employee's request and the Authority'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 Authority 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 Authority 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 Authority of changes of address or other contact details which might affect the Authority's capacity to comply with subclause 4(a) above.

G. M. GRIMSON *Industrial Registrar.*

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**ZOOLOGICAL PARKS BOARD OF NEW SOUTH WALES
EMPLOYEES' (STATE) AWARD**

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

Correction to Serial C4509 published 8 September 2006

(360 I.G. 1192)

(No. IRC 318 of 2006)

CORRECTION

1. Delete paragraph (c) of subclause (3) of Schedule C - Parental Leave Entitlements and insert in lieu thereof the following:

(c) Employee's request and the employer's decision to be in writing

The employee's request made under 3(a) and the employer's decision made under 3(b) must be recorded in writing.

G. M. GRIMSON *Industrial Registrar.*

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**CROWN EMPLOYEES (HARNESS RACING AUTHORITY)
CONDITIONS OF EMPLOYMENT AWARD**

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

Correction to Serial C4819 published 25 August 2006

(360 I.G. 730)

(No. IRC 353 of 2006)

CORRECTION

1. Delete subclause (d) of clause 25, Casual Employment and insert in lieu thereof the following:
 - (d) Casuals shall also receive the following entitlements:
 - (1) Personal Carer's and Bereavement entitlement in accordance with Appendix A of this Award; and
 - (2) Unpaid parental leave in accordance with Appendix B.
2. Delete subclause (f) of clause 16 Parental Leave, and insert in lieu thereof the following:
 - (f) Staff members entitled to parental leave shall also have an additional entitlement as set out in Appendix B.
3. Delete subclause (h) of clause 17 Adoption Leave, and insert in lieu thereof the following:
 - (h) Staff members entitled to adoption leave shall also have an additional entitlement as set out in Appendix B.
4. Delete Appendix A and insert in lieu thereof the following:

APPENDIX A

- (i) 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 (ii) 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) HRA 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) HRA must not fail to re-engage a casual employee because the employee accessed the entitlements provided for in this clause. The rights of HRA to engage or not to engage a casual employee are otherwise not affected.

- (d) The casual employee shall, if required,
 - (1) 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
 - (2) establish by production of documentation acceptable to HRA 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 HRA of their inability to attend for duty. If it is not reasonably practicable to inform HRA during the ordinary hours of the first day or shift of such absence, the employee will inform HRA within 24 hours of the absence.

(ii) A family member for the purposes of (i)(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.

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

5. Delete Appendix B and insert in lieu thereof the following:

APPENDIX B

- (i) 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).
- (ii) HRA 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 HRA in relation to engagement and re-engagement of casual employees are not affected, other than in accordance with this clause.

- (iii) Right to request

- (a) A staff member entitled to parental leave may request HRA to allow the staff member:

- (1) to extend the period of simultaneous unpaid parental leave use up to a maximum of eight weeks;
- (2) to extend the period of unpaid parental leave for a further continuous period of leave not exceeding 12 months;
- (3) to return from a period of parental leave on a part-time basis until the child reaches school age.

to assist the staff member in reconciling work and parental responsibilities.

- (b) HRA shall consider the request having regard to the staff member's circumstances and, provided the request is genuinely based on the staff member's parental responsibilities, may only refuse the request on reasonable grounds related to the effect on the workplace or HRA's business. Such grounds might include cost, lack of adequate replacement staff, loss of efficiency and the impact on customer service.

- (c) The staff member's request and the HRA's decision to be in writing

The staff member's request and HRA's decision made under (iii)(a) and (iii)(b) must be recorded in writing.

- (d) Request to return to work part-time

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

- (iv) Communication during parental leave

- (a) Where a staff member is on parental leave and a definite decision has been made to introduce significant change at the workplace, HRA shall take reasonable steps to:

- (1) make information available in relation to any significant effect the change will have on the status or responsibility level of the position the staff member held before commencing parental leave; and

- (2) provide an opportunity for the staff member to discuss any significant effect the change will have on the status or responsibility level of the position the staff member held before commencing parental leave.
- (b) The staff member shall take reasonable steps to inform HRA about any significant matter that will affect the staff member's decision regarding the duration of parental leave to be taken, whether the staff member intends to return to work and whether the staff member intends to request to return to work on a part time basis.
- (c) The staff member shall also notify HRA of changes of address or other contact details which might affect HRA's capacity to comply with paragraph (a).

G. M. GRIMSON *Industrial Registrar.*

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(1405)

SERIAL C5682

CROWN EMPLOYEES (JENOLAN CAVES RESERVE TRUST) SALARIES AWARD

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

Correction to Serial C4820 published 25 August 2006

(360 I.G. 734)

(No. IRC 354 of 2006)

CORRECTION

1. Delete subclause 14.11 of clause 14, Casual Employment and insert in lieu thereof the following:
 - 14.11 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 at Schedule G of this Award.

2. Delete Schedule G and insert in lieu thereof the following:

SCHEDULE G

OTHER CASUAL ENTITLEMENTS

- (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 Trust must not fail to re-engage a regular casual employee (see section 53(2) of the *Industrial Relations Act 1996*) 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 Trust 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 Trust 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 Trust must not fail to re-engage a casual employee because the employee accessed the entitlements provided for in this clause. The rights of the Trust 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 Trust 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 Trust of their inability to attend for duty. If it is not reasonably practicable to inform the Trust during the ordinary hours of the first day or shift of such absence, the employee will inform the Trust within 24 hours of the absence.

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

G. M. GRIMSON *Industrial Registrar.*

Printed by the authority of the Industrial Registrar.

CROWN EMPLOYEES (LORD HOWE ISLAND BOARD SALARIES AND CONDITIONS 2004) AWARD

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

Correction to Serial C4821 published 25 August 2006

(360 I.G. 737)

(No. IRC 356 of 2006)

CORRECTION

1. Delete subclause (H) of clause 22, Family and Community Service Leave, Personal/Carer's Leave and Flexible Use of Other Leave Entitlements, and insert in lieu thereof the following:

H. Use of Other Leave Entitlements

The Board may grant a staff member other leave entitlements for reasons related to family responsibilities, or community service by the staff member. A staff member may elect, with the consent of the Board to take:

- (i) recreation leave:
 - (a) not exceeding ten days in single-day periods, or part thereof, in any calendar year at a time or times agreed by the parties.
 - (b) at any time within a period of 24 months from the date at which it falls due;
- (ii) long service leave; or
- (iii) leave without pay.

2. Delete subclause (ii) and (iii) of clause 27, Parental Leave and insert in lieu thereof the following:

(ii) Right to request

- (a) A staff member entitled to parental leave may request the Board to allow the staff member:
 - (1) to extend the period of simultaneous unpaid parental leave use up to a maximum of eight weeks;
 - (2) to extend the period of unpaid parental leave for a further continuous period of leave not exceeding 12 months;
 - (3) to return from a period of parental leave on a part-time basis until the child reaches school age;

to assist the staff member in reconciling work and parental responsibilities.

- (b) The Board shall consider the request having regard to the staff member's circumstances and, provided the request is genuinely based on the staff member's parental responsibilities, may only refuse the request on reasonable grounds related to the effect on the workplace or the Board's business. Such grounds might include cost, lack of adequate replacement staff, loss of efficiency and the impact on customer service.

- (c) The staff member's request and the Board's decision made under (ii)(a) and (ii)(b) are to be in writing.
 - (d) Where a staff member wishes to make a request to return to work part-time, such a request must be made as soon as possible but no less than seven weeks prior to the date upon which the staff member is due to return to work from parental leave.
- (iii) Communication during parental leave
- (a) Where a staff member is on parental leave and a definite decision has been made to introduce significant change at the workplace, the Board shall take reasonable steps to:
 - (1) make information available in relation to any significant effect the change will have on the status or responsibility level of the position the staff member held before commencing parental leave; and
 - (2) provide an opportunity for the staff member to discuss any significant effect the change will have on the status or responsibility level of the position the staff member held before commencing parental leave.
 - (b) The staff member shall take reasonable steps to inform the Board about any significant matter that will affect the staff member's decision regarding the duration of parental leave to be taken, whether the staff member intends to return to work and whether the staff member intends to request to return to work on a part-time basis.
 - (c) The staff member shall also notify the Board of changes of address or other contact details which might affect the Board's capacity to comply with the notification requirements of this clause.
3. Delete subclauses (iii) to (vii) of clause 33, Casual Employment, and insert in lieu thereof the following:
- (iii) Casual staff are not entitled to any form of leave specified in this Award except as prescribed in subclauses (iv), (v), (vi) and (vii) of this clause.
 - (iv) Bereavement entitlements for casual staff
 - (a) Casual staff are entitled to not be available to attend work, or to leave work upon the death in Australia of a person prescribed in subclause A of clause 22 Family and Community Service Leave, Personal/Carers Leave and Flexible Use of Other Leave Entitlements, on production of satisfactory evidence (if required by the Board).
 - (b) The Board and the casual staff member shall agree on the period for which the casual staff member will be entitled to not be available to attend work. In the absence of agreement, the casual staff member is entitled to not be available to attend work for up to 48 hours (i.e. two days) per occasion. The casual staff member is not entitled to any payment for the period of non-attendance.
 - (c) The Board must not fail to re-engage a casual staff member because the casual staff member accessed the entitlements provided for in this clause. The rights of the Board to engage or not engage a casual staff member are otherwise not affected.
 - (d) The casual staff member must, as soon as reasonably practicable and during the ordinary hours of the first day or shift of such absence, inform the Board of their inability to attend for duty. If it is not reasonably practicable to inform the Board during the ordinary hours of the first day or shift of such absence, the casual staff member will inform the Board within 24 hours of the absence.

- (v) Personal carers entitlement for casual staff members
- (a) Casual staff members are entitled to not be available to attend work, or to leave work if they need to care for a person prescribed in subclause A of clause 22 Family and Community Service Leave, Personal/Carer's Leave and Flexible Use of Other Leave Entitlements who is sick and requires care and support, or who requires care due to an unexpected emergency, or birth of a child.
 - (b) The casual staff member must, as soon as reasonably practicable and during the ordinary hours of the first day or shift of such absence, inform the Board of their inability to attend for duty. If it is not reasonably practicable to inform the Board during the ordinary hours of the first day or shift of such absence, the casual staff member will inform the Board within 24 hours of the absence.
 - (c) The Board and the casual staff member shall agree on the period for which the casual staff member will be entitled to not be available to attend work. In the absence of agreement, the casual staff member is entitled to not be available to attend work for up to 48 hours (i.e. two days) per occasion. The casual staff member is not entitled to any payment for the period of non-attendance.
 - (d) The casual staff member shall, if required, establish by production of a medical certificate, a statutory declaration or other documentation acceptable to the Board, the illness of the person concerned and that the illness is such as to require care by another person, or the nature of the emergency and that such emergency resulted in the person concerned requiring care by the casual staff member.
 - (e) The Board must not fail to re-engage a casual staff member because the casual staff member accessed the entitlements provided for in this clause. The rights of the Board to engage or not to engage a casual staff member are otherwise not affected.
- (vi) Parental leave entitlement for casual staff members
- (a) Casual staff members are entitled 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).
 - (b) The Board must not fail to re-engage a regular casual staff member (see section 53(2) of the *Industrial Relations Act 1996*) because:
 - (A) the casual staff member or the casual staff member's spouse is pregnant; or
 - (B) the casual staff member is or has been immediately absent on parental leave.
 - (c) The rights of the Board in relation to engagement and re-engagement of casual staff members are not affected, other than in accordance with this clause.
- (vii) Casual staff members shall receive long service leave in accordance with the *Long Service Leave Act 1955*.

G. M. GRIMSON *Industrial Registrar.*

CROWN EMPLOYEES (TIPSTAVES TO JUSTICES) AWARD

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

Correction to Serial C4821 published 25 August 2006

(360 I.G. 740)

(No. IRC 360 of 2006)

CORRECTION

1. Delete paragraph (a) of subclause (i) of Appendix A and insert in lieu thereof the following:
 - (i) 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 (ii) 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).
2. Delete paragraphs (a) to (c) of subclause (ii) of Appendix A and insert in lieu thereof the following:
 - (ii) A family member for the purposes of paragraph (i)(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
3. Delete paragraph (c) of subclause (3) of Appendix B and insert in lieu thereof the following:
 - (c) Employee's request and the employer's decision to be in writing

The employee's request and the employer's decision made under 3(a) and 3(b) must be recorded in writing.

G. M. GRIMSON *Industrial Registrar.*

CROWN EMPLOYEES (DEPARTMENT OF JUVENILE JUSTICE - DETENTION CENTRES 2005) AWARD

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

Correction to Serial C4827 published 25 August 2006

(360 I.G. 753)

(No. IRC 365 of 2006)

CORRECTION

1. Delete subclause 5.8 of clause 5, Casual Employment and insert in lieu thereof the following:
- 5.8 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 C of this Award.

2. Delete subclause (i) of Appendix C and insert in lieu thereof the following:
 - (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 *Industrial Relations Act 1996*) 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.

3. Delete paragraph (c) of subclause (iii) of Appendix C and insert in lieu thereof the following:
 - (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
4. Delete paragraphs (b) and (c) of subclause (iv) of Appendix C and insert in lieu thereof the following:
 - (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) The 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.

G. M. GRIMSON *Industrial Registrar.*

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INDEPENDENT COMMISSION AGAINST CORRUPTION AWARD

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

Correction to Serial C4982 published 17 November 2006

(361 I.G. 782)

(No. IRC 2521 of 2006)

CORRECTION

1. Delete subparagraph (1) of paragraph 10.3.9(d) of subclause 10.3.9 of clause 10, Conditions of Employment, and insert in lieu thereof the following new subparagraph:
 - (1) Applied for parental leave within the time and in the manner determined, as set out in 10.3.9 (i); and
2. Delete subparagraph (4) of paragraph 10.3.9(i) of subclause 10.3.9 of clause 10, Conditions of Employment, and insert in lieu thereof the following subparagraph:
 - (4) The staff member's request and the Commissioner's decision made under 10.3.9 (h)(1) and 10.3.9 (h)(2) must be recorded in writing.
3. Delete paragraph (c) of subclause (iii) of Schedule 3 Casual Employees' Entitlements, and insert in lieu thereof the following:
 - (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

G. M. GRIMSON *Industrial Registrar.*

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CROWN EMPLOYEES (RURAL FIRE SERVICE SALARIES AND CONDITIONS OF EMPLOYMENT 2003) AWARD

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

Correction to Serial C4817 published 25 August 2006

(360 I.G. 726)

(No. IRC 349 of 2006)

CORRECTION

1. Delete subclause (h) of clause 45, Leave: Adoption Leave, and insert in lieu thereof the following:
 - (h) Staff members entitled to adoption leave shall also have an additional entitlement as set out in Appendix B.
2. Delete subclause (i) of clause 50, Leave: Maternity Leave, and insert in lieu thereof the following:
 - (i) Staff members entitled to maternity leave shall also have an additional entitlement as set out in Appendix B.
3. Delete subclause (f) of clause 53, Leave: Parental Leave, and insert in lieu thereof the following:
 - (f) Staff members entitled to parental leave shall also have an additional entitlement as set out in Appendix B.
4. Delete paragraph (a) of subclause (i) of Appendix A, and insert in lieu thereof the following:
 - (i) 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 (ii) 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).
5. Delete paragraphs (a) to (c) of subclause (ii) of Appendix A, and insert in lieu thereof the following:
 - (ii) A family member for the purposes of (i)(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

6. Delete Appendix B and insert in lieu thereof the following:

APPENDIX B

- (i) 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).
- (ii) An employer 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 Commissioner in relation to engagement and re-engagement of casual employees are not affected, other than in accordance with this clause.

- (iii) Right to request
- (a) A staff member entitled to parental leave may request the Commissioner to allow the staff member:
 - (A) to extend the period of simultaneous unpaid parental leave use up to a maximum of eight weeks;
 - (B) to extend the period of unpaid parental leave for a further continuous period of leave not exceeding 12 months;
 - (C) to return from a period of parental leave on a part-time basis until the child reaches school age;

to assist the staff member in reconciling work and parental responsibilities.

- (b) The Commissioner shall consider the request having regard to the staff member's circumstances and, provided the request is genuinely based on the staff member's parental responsibilities, may only refuse the request on reasonable grounds related to the effect on the workplace or the Commissioner's business. Such grounds might include cost, lack of adequate replacement staff, loss of efficiency and the impact on customer service.

- (c) Staff member's request and the Commissioner's decision to be in writing

The staff member's request made under (iii)(a) and the Commissioner's decision made under (iii)(b) must be recorded in writing.

- (d) Request to return to work part-time

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

- (iv) Communication during parental leave

- (a) Where a staff member is on parental leave and a definite decision has been made to introduce significant change at the workplace, the Commissioner shall take reasonable steps to:
 - (A) make information available in relation to any significant effect the change will have on the status or responsibility level of the position the staff member held before commencing parental leave; and

- (B) provide an opportunity for the staff member to discuss any significant effect the change will have on the status or responsibility level of the position the staff member held before commencing parental leave.
- (b) The staff member shall take reasonable steps to inform the Commissioner about any significant matter that will affect the staff member's decision regarding the duration of parental leave to be taken, whether the staff member intends to return to work and whether the staff member intends to request to return to work on a part-time basis.
- (c) The staff member shall also notify the Commissioner of changes of address or other contact details which might affect the Commissioner's capacity to comply with paragraph (iv)(a).

G. M. GRIMSON *Industrial Registrar.*

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SERIAL C5336

**ENTERPRISE AGREEMENTS APPROVED BY THE INDUSTRIAL
RELATIONS COMMISSION**(Published pursuant to s.45(2) of the *Industrial Relations Act 1996*)**EA07/10 - Teachers Employed by the Catholic Education Office, Diocese of Wollongong Enterprise Agreement 2007-2010**

Made Between: Catholic Education Office - Diocese of Wollongong -&- the New South Wales Independent Education Union.

New/Variation: New.

Approval and Commencement Date: Approved and commenced 30 May 2007.

Description of Employees: The agreement applies to all teachers employed by the Catholic Education Office, Dioceses of Wollongong located at 86-88 Market Street, Wollongong NSW 2500, who fall within the coverage of the Teachers (Country and Regional Dioceses) (State) Award 2006 and the Catholic Schools Long Service Leave Portability (State) Award.

Nominal Term: 37 Months.

EA07/11 - Teachers (Diocese of Armidale) Enterprise Agreement 2006-2008

Made Between: Trustees of the Roman Catholic Church Diocese of Armidale -&- the New South Wales Independent Education Union.

New/Variation: Replaces EA98/241.

Approval and Commencement Date: Approved and commenced 22 May 2007.

Description of Employees: The agreement applies to all teachers employed by the Trustees of the Roman Catholic Church, Diocese of Armidale, located at 125 Barney Street, Armidale NSW 2350, who fall within the coverage of the Teachers (Country and Regional Dioceses) (State) Award 2006 and the Catholic Schools Long Service Leave Portability (State) Award.

Nominal Term: 19 Months.

EA07/12 - Witmore Enterprises Inc. (Supported Employees) Workplace Agreement 2007-2010

Made Between: Witmore Enterprises Inc. -&- Cheryl Barratt, Angus Beal, David Bird, Mark Clifton, Hedley Cooke, Paul Crocker, Mitchell Douglas, Patrick Foley, Raymond Garland, Richard Gorton, Michael Kelly, Christian Limond, Debra Lowder, Kenneth Bruce Lye, David McDonald, Maryanne McMahon, Vicki Merrick, Barry Miles, Gwenneth Morgan, Stuart Reynolds, Malcolm Rinkin, Herbert Sinclair.

New/Variation: Replaces EA04/170.

Approval and Commencement Date: Approved and commenced 24 May 2007.

Description of Employees: The Agreement applies to all employees employed by Witmore Enterprises Inc., located at 23a Bishopgate Street, Singleton NSW 2330, who are eligible for or in receipt of a Disability Support Pension, who fall within the coverage of following awards: Miscellaneous Gardeners, &c. (State) Award, Miscellaneous Workers' - General Services (State) Award and the Concrete Pipe and Concrete Products Factories Consolidated (State) Award.

Nominal Term: 31 Months.

EA07/13 - St Vincent's Private Hospital Darlinghurst Enterprise Agreement 2006

Made Between: Health Services Union -&- St Vincent's Hospital Private Sydney .

New/Variation: Replaces EA04/130.

Approval and Commencement Date: Approved and commenced 31 May 2007.

Description of Employees: The agreement applies to all employees (except medical and nursing staff) employed by St Vincent's Private Hospital located at 406 Victoria Street, Darlinghurst NSW 2010, as defined in clause 9, Definitions of this agreement, who fall within the coverage of the Private Hospital Employees (State) Award 2006.

Nominal Term: 25 Months.