

Vol. 360, Part 1

14 July 2006

Pages 1 - 263



NEW SOUTH WALES  
**INDUSTRIAL GAZETTE**

Printed by the authority of the  
**Industrial Registrar**  
50 Phillip Street, Sydney, N.S.W.

ISSN 0028-677X

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NEW SOUTH WALES

**INDUSTRIAL GAZETTE**

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<sup>†</sup>These Presidential members are also Judicial members of the Industrial Relations Commission of New South Wales in Court Session, established as a superior court of record pursuant to section 152 of the *Industrial Relations Act 1996*.

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Mr A. G. MUSGRAVE



## **SOCIAL AND COMMUNITY SERVICES EMPLOYEES (STATE) AWARD**

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES  
FULL BENCH

Application by Australian Services Union of N.S.W., Industrial Organisation of Employees.

(Nos. IRC 4379 and 4380 of 2003)

Before The Honourable Justice Wright, President  
Mr Deputy President Grayson  
Commissioner McLeay

3 March 2006

### **AWARD**

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## 2. Definitions

"Union" shall mean the Australian Services Union of New South Wales.

"Community Development Worker" shall mean a person employed to assess the needs of the community, stimulate community involvement in meeting those needs and implement programs and, in particular, education programs.

"Co-ordinator" shall mean an employee who is responsible for the overall administration and/or co-ordination of a service, agency or workplace of the employer and shall include, without limiting the generality of the foregoing, an employee who is responsible for the overall administration and/or co-ordination of:

- (i) a multi-purpose Neighbourhood Centre including one that encompasses a child care facility;
- (ii) a residential care service providing social support in a residential setting (including family group homes or institutional care for children) where such services are distinct from sessional care to pre-school children, long day care, extended hours care, twenty-four hours care, before and after school care, play groups, occasional care, vacation care and multi-purpose child care, but shall not include a person employed in a child care centre but shall exclude an employee whose duties are principally managerial/administrative and who is a member of the senior management team of a large multi-function organisation (other than a multi-purpose neighbourhood centre) which administers a range of services/facilities and workplaces.

"Developmental Disability" describes a chronic disability which:

- (a) is attributable to an intellectual or physical impairment or combination of intellectual and physical impairments;
- (b) is manifested before the person attains age 18;
- (c) is likely to continue indefinitely;
- (d) results in substantial functional limitation in three or more of the following areas of major life activity: self-care, receptive and expressive language, learning, mobility, self direction, capacity for independent living, economic self sufficiency; and
- (e) reflects the person's need for a combination and sequence of special interdisciplinary or generic care, treatment or other services which are of lifelong or extended duration and are individually planned and co-ordinated.

For practical purposes this includes persons with an intellectual handicap, severe epilepsy, cerebral palsy, brain damage acquired in childhood and those with other neurological disorders needing similar provision.

"Information Officer" shall mean an employee who is responsible for collection and dissemination of information and the maintenance or organisation of information systems within a service.

"Project Officer" shall mean a person employed to develop or undertake a social welfare project or series of projects, where such employee is subject to minimal direction and supervision by another employee in performance of such work and is solely responsible for the outcomes of that particular project or projects.

"Research Officer" shall mean a person employed to develop or undertake a research project or series of projects where such employee is subject to minimal direction and supervision by another employee, in the

performance of such research but shall not include an "Information Officer", "Project Officer", "Research Officer" as defined, who

- (i) has post secondary qualifications requiring at least one year's full-time study in librarianship, archival management (however described, but including library technician qualifications) and is employed in work requiring the qualifications; or
- (ii) is studying for a qualification referred to in (i) above and is employed in work which requires that such study is undertaken.

"Residential Care Worker" shall mean a person employed to provide welfare and social support services in refuges or residential care establishments, as distinct from persons engaged primarily in manual work in such services.

"Social Educator" shall mean a person employed in accommodation support services and residential care facilities to provide support and training to people with a developmental disability in the acquisition of social and independent living skills.

"Supervision" shall mean for the purpose of this Award:

- (i) "Immediate supervision" - the direct responsibility to another employee at the workplace in the performance of daily tasks;
- (ii) "General supervision" - supervision of a broad set of tasks based more on self appraisal than daily direction of task performance and can include professional supervision.

"Vocational Educator" shall mean a person who provides support and training to people with a developmental disability in the acquisition of skills including community access, independent living, employment and social skills.

## **PART II - ENGAGEMENT OF EMPLOYEES**

### **3. Terms of Engagement**

- 3.1 The employer shall inform each employee in writing as to the terms of their engagement, and in particular whether they are a full-time, part-time, fixed term or casual employee.
- 3.2 Casuals shall receive such details in writing only on their initial engagement.
- 3.3 The employer shall provide each employee with a job description or duty statement outlining specific duties to be performed and hours of work, upon engagement, or in the case of existing employees, within two months of the effective date of this Award in accordance with Clause 20 - Translation.
- 3.4 All employees employed pursuant to this Award other than fixed term or casual employees shall be deemed to have ongoing employment.

### **4. Full-Time Employees**

- 4.1 An employee not specifically engaged on a part-time, casual or fixed term basis shall be a full-time employee.
- 4.2 Full-time employees shall be paid a minimum of two hours on each day they work.

### **5. Part-Time Employees**

- 5.1 A part-time employee shall mean a person who works a specified number of regular days and/or minimum number of hours being less than those worked by a full-time employee in a four-week period.
- 5.2 Part-time employees shall be paid a minimum of two hours on each day they work.

- 5.3 Part-time employees shall be paid an hourly rate calculated on the basis of one-thirty eighth of the appropriate weekly rate prescribed by Clause 21 - Rates of Pay.
- 5.4 Part-time employees shall be entitled to all benefits under this Award on a pro rata basis.

### **6. Fixed Term Employees**

- 6.1 A fixed term employee may be engaged to work on either a full-time or part-time basis:
- (a) For completion of a specifically funded task(s) or project; not subject to recurrent funding; or
  - (b) To relieve an employee who is undertaking a specifically funded task(s) or projects for a defined period; or
  - (c) to relieve in a vacant position arising from an employee taking leave in accordance with this Award; or
  - (d) To relieve in a vacant position arising from an employee taking leave without pay in conjunction with parental leave; or
  - (e) For the temporary provision of specialist skills that are not available within the organisation for a specified period of time; or
  - (f) To fill short term vacancies during the recruitment and selection process resulting from the cessation of employment of a permanent employee;

Provided that the term shall not exceed 12 months in the case of (c), (e) or (f).

- 6.2 A fixed term employee shall not be employed to fill a position previously held by a permanent employee except under circumstances specified in 6.1 above.
- 6.3 This Award shall apply to a fixed term employee except to the extent that the Award expressly provides that it does not apply.
- 6.4 When offering employment on a fixed term basis, the employer shall advise the employee in writing of the temporary nature of the employment, the actual or expected duration of employment, and that employment beyond the period is not expected.
- 6.5 The employer and a fixed term employee may agree to the duration of the period of employment being extended once only, provided that any extension will not exceed six months.
- 6.6 If a fixed term employee is subsequently appointed to a full-time or part-time position with the employer, any period of the fixed term contract completed immediately prior to the commencement of the full-time or part-time position shall be recognised as service with the employer for calculating leave entitlements, provided that the employee has not taken or received payment in lieu of those leave entitlements.
- 6.7 Fixed term employees shall be paid a minimum of two hours on each day they work.

### **7. Casual Employees**

- 7.1 A casual employee shall mean an employee engaged to perform work of a short-term and/or irregular nature.
- 7.2 A casual employee shall be paid an hourly rate equal to one-thirty eighth of the appropriate weekly rate prescribed by Clause 21 - Rates of Pay, plus an additional loading of fifteen (15 %) per cent.

7.3 Pursuant to the Annual Holidays Act 1944, casual employees are entitled to payment in lieu of annual leave at the end of each engagement in addition to entitlements under this clause, i.e. an amount equal to one-twelfth (8.33%) of the employee's ordinary pay for such period of engagement.

7.4 Where a casual employee is engaged to undertake shift work, the prescribed shift penalty for the appropriate shift shall be paid in addition to the loading prescribed in 7.2 and 7.3.

7.5 A casual employee shall be paid a minimum of two hours at the appropriate rate for each engagement.

NOTE: To calculate the appropriate rate of pay for a casual employee the formula is: appropriate hourly rate + 15% = sub total (1) [+appropriate shift penalty = subtotal (2) ]+ 8.33% = total.

7.6 Personal Carers Entitlement for casual employees

(a) Subject to the evidentiary and notice requirements in clauses 42.1 (b) and 42.1(d) 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 clause 42.1 (c) (ii) who are sick and require the care and support, or who require care due to an unexpected emergency, or the birth of a child

(b) 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.

(c) 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.

7.7 Bereavement entitlement for casual employees

(a) Subject to the evidentiary and notice requirements in clause 43.2 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 clause 42.1(c)(ii).

(b) 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.

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

## **8. Live-in Employee**

8.1 A live-in employee shall mean a person who lives on the employer's premises and such premises are available to be lived in for 7 days of the week.

8.2 An employer shall ensure a live-in employee is rostered off duty for a minimum of 8 days in any 4 week (28 day) period.

8.3 A live-in employee will be provided with full board and lodging by the employer, however an employer may deduct \$87.50 or 20 percent (whichever is the lesser amount) from an employee's weekly wage.

8.4 The provisions of this Award relating to hours, shift work, weekend penalties, sleepover allowance, rest breaks and overtime shall not apply to live-in employees.

## 9. Traineeships

The parties to this Award shall observe the terms of the National Training Wage Award 2000 as amended.

## PART III - HOURS OF WORK

### 10. Hours of Work

- 10.1 The ordinary hours of work, except for shift workers, shall be no more than 152 hours in any four week period exclusive of meal breaks, worked between the hours of 6.00am and 8.00pm Monday to Sunday inclusive.
- 10.2 The ordinary hours of work for shift workers shall be no more than 152 hours in any four week period.
- 10.3 The employer in rostering ordinary hours of work shall take all reasonable steps to accommodate requests of the employee(s).
- 10.4 Week-End Work
- (a) An employee who is not a shift worker who works ordinary hours on a Saturday shall be paid a loading of 50% in addition to their ordinary rate of pay.
- (b) An employee who is not a shift worker who works ordinary hours on a Sunday shall be paid a loading of 75% in addition to their ordinary rate of pay.

### 11. Overtime

- 11.1 Overtime means time worked with the prior authorisation of the employer beyond the ordinary hours of work specified in this Award and/or outside the span of hours specified in this Award.
- 11.2 Overtime shall be paid as follows:
- From 12 December 2001 to 11 December 2002
- Time and one quarter for the first three hours
- Time and one half thereafter
- From 12 December 2002
- Time and one half for the first three hours
- Double time thereafter
- 11.3 Shift workers shall receive overtime payments in accordance with this clause where they are required to work any additional hours beyond their rostered shifts.
- 11.4 Part-time non-shift workers must:
- (a) work the full-time equivalent hours within the span of hours identified in 10.1 Hours of Work before overtime is payable;
- or
- (b) work outside the span of hours identified in Clause 10.1 - Hours of Work before overtime is payable.

- 11.5 Part-time shift workers must work the full time equivalent hours before overtime is paid.
- (a) work the full-time equivalent hours before overtime is paid.
- 11.6 For the purpose of calculating the payment of overtime, each day shall stand alone.
- 11.7 Subject to Clause 11.8 an employer may require an employee to work reasonable overtime at overtime rates or as otherwise provided for in this award.
- 11.8 An employee may refuse to work overtime in circumstances where the working of such overtime would result in the employee working hours which are unreasonable.
- 11.9 for the purpose of Clause 11.8 what is reasonable or otherwise will be determined having regard to:
- (a) any risk to employee health and safety;
- (b) the employee's personal circumstances including any family and carer's responsibilities;
- (c) the needs of the work place or enterprise;
- (d) the notice (if any) given by the employer of the overtime and by the employee or his or her intention to refuse it; and
- (e) any other relevant matter.

## **12. Time Off in Lieu of Overtime**

- 12.1 Time Off in Lieu of Payment for Overtime
- (a) An employee may elect, with the consent of the employer, to take time off in lieu of payment for overtime at a time or times agreed with the employer.
- (b) Overtime taken as time off during ordinary hours shall be taken at the ordinary time rate, that is an hour for each hour worked.
- (c) An employer shall, if requested by an employee, provide payment, at the rate provided for the payment of overtime in the Award, for any overtime worked under sub-clause (a) above where such time has not been taken within four weeks of accrual. Notwithstanding anything contained elsewhere in this sub-clause, on notice from the employer, an employee must elect within six months of accrual, whether to take overtime worked under (a) above as an overtime payment or as time off work at the ordinary time rate of pay.

## **13. Call Back**

- 13.1 An employee who is recalled to work after leaving the place of employment shall be paid a minimum of two hours pay at the appropriate overtime rate, as in Clause 11 - Overtime for such time so recalled, provided that the employee shall not be required to work the full two hours if the work is completed in a shorter period.

## **14. Shift Work**

- 14.1 Definitions
- (a) Evening Shift means any shift which finishes after 8.00pm and at or before 12.00 midnight Monday to Friday.
- (b) Night Shift means any shift which finishes after 12.00 midnight or commences before 6.00am Monday to Friday.

- (c) Saturday Shift means any time worked between midnight Friday and midnight Saturday.
- (d) Sunday Shift means any time worked between midnight Saturday and midnight Sunday.
- (e) A gazetted Public Holiday Shift means any time worked between midnight on the night prior to the public holiday and midnight of the public holiday.

#### 14.2 Engagement in Shift Work

- (a) Where an employer wishes to engage an employee in shift work, the employer shall advise the employee in writing, specifying the period over which the shift is ordinarily worked.

#### 14.3 Shift Loadings

- (a) An employee who works an evening shift shall be paid a loading of 15% on their ordinary rate of pay for the whole of such shift.
- (b) An employee who works a night shift shall be paid a loading of 30% on their ordinary rate of pay for the whole of such shift.
- (c) An employee who works a Saturday shift shall be paid a loading of 50% on their ordinary rate of pay for that part of such shift.
- (d) An employee who works a Sunday shift shall be paid a loading of 75% on their ordinary rate of pay for that part of such shift.
- (e) An employee who works a Public Holiday shift shall be paid a loading of 150% on their ordinary rate of pay for that part of such shift.

#### 14.4 Shifts are to be worked in one continuous block of hours that may include meal breaks and sleepover.

### 15. Roster of Hours

- 15.1 The ordinary hours of work for each employee other than casuals shall be displayed on a roster in a place conveniently accessible to employees. Such roster shall be displayed two weeks prior to the commencing date of the first working period in any roster.
- 15.2 A roster may be changed by mutual agreement between the employer and an employee at any time to enable the services of the employer to be carried on where another employee is absent from duty on account of illness or in emergency, but where any such alteration involves an employee working on a day which would have been their day off such time worked shall be dealt with in accordance with Clause 11 - Overtime or Clause 14 - Shiftwork.

### 16. Excursions

- 16.1 An excursion is where an employee(s) will take a client(s) away from the usual workplace(s) for a specific activity that may extend beyond their normal working hours and/or duties.
- 16.2 Where an employee agrees to supervise clients during an excursion activity, the following payment shall apply to such work:
  - (a) For all time worked between the hours of 8am to 6pm, Monday to Sunday inclusive, payment shall be made at the employee's ordinary rate of pay up to a maximum payment of 8 hours per day.
  - (b) For all time worked between the hours of 6am to 8am and/or between the hours of 6pm to 10pm Monday to Sunday inclusive, payment shall be made at the appropriate overtime rate set out in Clause 11 - Overtime.

- (c) Where an employee is required to sleepover and be available to deal with any urgent situation should one arise, payment of a sleepover allowance in accordance with Clause 30.4 - Sleepover Allowance, shall apply.
- (d) By agreement, overtime worked in accordance with 16.2(b) may be taken accordance with Clause 12 - Time Off in Lieu of Overtime.

#### **17. Meal Breaks**

- 17.1 A meal break of not less than thirty minutes shall be allowed each day, for lunch and/or dinner. No employee should be required to work more than five hours continuously without a meal break, but where they do, with the authorisation of the employer, any time worked in excess of five hours shall be paid for at the overtime rates set out in Clause 11.2 - Overtime until such time as the employee receives a meal break.
- 17.2 Nothing in this clause should be deemed to mean that an employee would be deprived of, nor deprive themselves of a meal break, simply because of pressure of general work.
- 17.3 Where an employee is required to have their meal on the premises, including to have a meal with clients, that time shall be paid and 17.1 does not apply.

#### **18. Breaks Between Shifts and Overtime**

- 18.1 Employees required to continue work after their normal ceasing time must have a rest period of ten (10) consecutive hours before again starting work.
- 18.2 Employees directed to resume or continue work without having received a break in accordance with 18.1 shall be paid at the overtime rates set out in Clause 11 - Overtime until they are released from duty. They will then be entitled to be absent for a period of ten (10) consecutive hours without loss of pay.
- 18.3 The provisions of sub-clause 18.1 and 18.2 of this clause shall not apply to a sleepover that consists of eight hours whether or not that sleepover is connected with an ordinary rostered shift.

### **PART IV - CLASSIFICATIONS, EXEMPTIONS, EXCLUSIONS, WAGES AND SUPERANNUATION**

#### **19. Classifications, Exemptions and Exclusions**

- 19.1 When classifying employees, employers may have regard to the indicative competencies for each grade contained within Appendix A to this Award.
- 19.2 "Community Services Worker Grade 1" shall mean a person who is employed to assist Community Services Workers Grades 2 to 6 within a defined area of social and community welfare services and is under the immediate and direct supervision of another employee in relation to all aspects of their employment. In no case shall a Community Services Worker Grade 1 be responsible for policy development, or co-ordination, or the direction or supervision of paid or unpaid workers. However, a Community Services Worker Grade 1 may be required to provide information for use in the co-ordination and policy development of an organisation.
- 19.3 "Community Services Worker Grade 2" shall mean a person who is employed to perform duties of a more complex, varied and responsible nature than a Community Services Worker, Grade 1, which may include service delivery on an individual, group or community basis and social educators and vocational educators. Such person may be required to exercise initiative and independent judgement but will be under the general supervision of another employee subject to this award. In no case shall a Community Services Worker, Grade 2, be required to develop policy for or co-ordinate a service.
- 19.4 "Community Services Worker Grade 3" shall mean an employee who performs more varied, complex and responsible work than a Grade 2 as defined above, in providing social welfare services on an individual, group or community basis. Such employee may be required to exercise substantial



responsibility in relation to service delivery, initiative and substantial judgement and have an extensive knowledge of social and community welfare services and shall be subject only to general supervision. Such duties may include case responsibility for clients, co-ordination of a service, contributing to policy development, supervision of other workers and/or complex counselling, and may include the co-ordination and/or administration of activity therapy centres, workshops and supported employment services and independent living training for the developmentally disabled.

19.5 "Community Services Worker Grade 4" shall mean an employee who would not ordinarily receive instructions from another employee as to the performance of their duties; and who is responsible for any one or more of the following.

(a)

- (i) The overall administration/coordination of a service, agency or workplace of the employer including the supervision of one or more Grade 3 employees;
- (ii) Is primarily engaged in developing and implementing policies and/or programs at a senior level for a service in relation to general or specific aspects of social and community welfare services;
- (iii) Is primarily engaged in the administration/co-ordination of activity therapy centres, workshops and supported employment services for the developmentally disabled where such employment based schemes cater for more than 30 disabled persons and independent living training where such community and hostel based residences cater for more than 20 disabled persons;

(b) Where the prime responsibility lies in a specialised field, employees at this grade would undertake at least some of the following:

- (i) Co-ordinate projects;
- (ii) Co-ordinate/manage the operation of a distinct element(s) of a larger organisation, which may include supervision of staff;
- (iii) Under general direction undertake a variety of tasks of a specialised and/or detailed nature;
- (iv) Exercise specialised judgement within prescribed areas.

19.6 "Community Services Worker Grade 5" shall mean an employee who undertakes the functions of a Grade 4 employee but at a higher level of complexity, responsibility, initiative and autonomy, including, but not limited to, the following:

(a)

- (i) Developing and implementing policies and/or programs at a more senior level than a Grade 4 employee;
- (ii) Influencing the operational activities of the organisation;
- (iii) Adopting a broader strategic perspective towards their work than employees at lower grades;
- (iv) Developing and implementing the long term goals of the organisation;
- (v) Setting outcomes in relation to the organisation's objectives and devising strategies to achieve them;
- (vi) May supervise employees or teams of employees classified at a lower grade; and

- (vii) May be involved in client centred activities which form a component of direct support coverage.
  - (b) Where the prime responsibility lies in a specialised field, employees at this grade will undertake the functions of a Grade 4 employee but at a higher level of complexity, responsibility, autonomy and a higher level of discipline knowledge, including, but not limited to, the following:
    - (i) Working under limited direction from senior management or the employer and having significant delegated authority;
    - (ii) May supervise employees classified at a lower grade.
- 19.7 "Community Services Worker Grade 6" shall mean an employee who exercises a high level of responsibility for organisational management and decision making, exercises considerable independent judgement and a high degree of autonomy, and provides high level expert advice, including but not limited to, the following:
- (a)
    - (i) Involvement in establishing operational procedures which impact on activities undertaken and outcomes achieved by the organisation and/or activities undertaken by sections of the community serviced by the organisation;
    - (ii) Undertaking the control and co-ordination of key aspects of the work of the organisation;
    - (iii) Developing and implementing the long-term goals of the organisation;
    - (iv) Undertaking a wide range of managerial or specialised functions to achieve results in line with organisational goals;
    - (v) Developing and administering complex policy, organisational and program matters;
    - (vi) May supervise employees or teams of employees across a variety of programs classified at a lower grade;
    - (vii) May be involved in client centred activities which form a component of direct support coverage.
  - (b) Where the prime responsibility lies in a specialised field, a senior specialist at this grade will be subject to broad direction from senior officers, and will undertake duties including, but not limited to, the following:
    - (i) Undertaking work of substantial scope and complexity such that a major portion of such work requires initiative;
    - (ii) Undertaking duties of a professional nature at a senior level;
    - (iii) Undertaking functions across a range of administrative, specialist or operational areas which include specific programs or activities, management of service delivery and the provision of high level advice;
    - (iv) Manage extensive work programs or projects in accordance with the goals of the organisation;
    - (v) Apply high level analytical skills in the attainment of the objectives of the organisation;
    - (vi) May supervise employees classified at a lower grade.

## Exemptions

An employee who is in receipt of at least 5% in excess of the rates of pay set out for a Grade 6, Year 2 employee in 'Tables 1 to 4 - Rates of Pay' of this Award, as payable at that time, shall be exempt from the provisions of Part III, Hours of Work of this Award and from the provisions of Clause 32 - On-Call Allowance of Part V, Allowances, Expenses and Amenities of this Award.

## Exclusions

The following employees shall be excluded from this Award:

- (i) an employee whose duties are principally managerial/administrative and who is a member of the senior management team of a large multi-function organisation (other than a multi purpose Neighbourhood Centre) which administers a range of services/facilities and workplaces;
- (ii) the principal officer of an organisation where that principal officer has the legal and/or managerial responsibility of that organisation.

## 20. Translation

See Table 6 - Translation.

## 21. Rates of Pay

### 21.1

- (a) Employees shall be paid in accordance with Table 1 of Part IX of the Award from the first full pay period to commence on or after 3 March 2006.
- (b) Employees shall be paid in accordance with Table 2 of Part IX of the Award from the first full pay period to commence on or after 1 July 2006.
- (c) Employees shall be paid in accordance with Table 3 of Part IX of the Award from the first full pay period to commence on or after 1 July 2007.
- (d) Employees shall be paid in accordance with Table 4 of Part IX of the Award from the first full pay period to commence on or after 1 July 2008.

21.2 This Award is made by consent as a settlement of the claims made by the Union in Matter No. 4380 of 2003 and Employers First™ in Matter No. 4679 of 2003.

21.3 It is a term of this Award that the Union will not pursue any improvements in wages or conditions of employment, including any increases arising from the general increases given by the federal or state industrial tribunals, or the proposed Fair Pay Commission that arise during the term of this Award.

## 22. Regrading and Classification Committee

22.1 Where an employee and their employer are unable to resolve a dispute relevant to the appropriate grading of the employee the dispute is to be referred to the Regrading and Classification Committee.

### 22.2 Function of Committee

The function of the Regrading and Classification Committee is to deal with disputes arising out of the translation of individual employees from the classification structure under the Social and Community Service (State) (Interim) Award 1991 to this Award, as well as to resolve disputes over classifications and grading that arise under this Award.

- (a) The translation for Grades 1 - 4 is operative from 28 November 2001.

- (b) The translation for Grades 5 - 6 is operative from 28 May 2002.

#### 22.3 Process for Regrading and Classification Exercise

- (a) Where the employee(s) disputes the grading, in the first instance the employee(s) shall seek a review by using Clause 47 - Grievance and Dispute Settling Procedure (a) (b) (c) (d).
- (b) In the event of failure to resolve the grading dispute in this manner, the employee(s) can lodge an appeal with the Regrading and Classification Committee.
- (c) The employee(s) must lodge an appeal in writing within one month (28 days) of the employee(s) being graded. The appeal must set out grounds in support of a regrading.
- (d) The appeal in (c) shall then be considered within 2 weeks (14 days) and the evaluation of that job reassessed.
- (e) The Committee shall consist of:  
  
One union or employee representative, and two employer representatives. (see 22.4)
- (f) The Committee shall interview the applicant(s) and the employer as part of the process.
- (g) Final decision on the appeal should be reached by consensus if possible.
- (h) In the absence of consensus, the Committee shall determine the matter.
- (i) If either party is not satisfied with the determination of the Committee, either party may refer the matter to the NSW Industrial Relations Commission for resolution. Such application shall be made within (three weeks) 21 days from the date that the Committee determined the matter.

#### 22.4 Composition of Committee

- (a) 1 union representative nominated by the Union, or other representative nominated by the employee.
- (b) 1 employer representative from an industry wide panel established by employers. This person would not be nominated or employed by the employer involved in the appeal before the Committee.
- (c) 1 employer representative of the applicant'(s) employer but not a person previously directly involved in the appeal. This person may be any nominee of the relevant employer internal or external.

- 22.5 All classification issues other than those referred to in 22.2 shall be dealt with in accordance with Clause 47 - Grievance and Dispute Settling Procedure.

### **23. Incremental Placement and Advancement**

#### Incremental Placement

- 23.1 Each employer shall classify each of their employees in accordance with Clause 19 - Classifications, Exemptions and Exclusions, of this Award.
- 23.2 An employee shall be appointed to the first year of the appropriate Grade, with the following exceptions:
- (a) Community Services Worker Grade 1 with a relevant post-secondary qualification of two or more full-time equivalent years shall be appointed at least at year 2 of the Grade;

- (b) A Community Services Worker Grade 2 with a relevant post-secondary qualification of two or more full-time equivalent years shall be appointed at least at year 2 of the Grade;
- (c) A Community Services Worker Grade 3 with a relevant degree or diploma of two or more years full-time equivalent shall be appointed at least year 2 of the Grade;
- (d) A Coordinator or person required to supervise 10 or more employees other than Community Services Worker Grade 3 shall be appointed at least at Year 3 of Grade 3.

#### Incremental Advancement

- 23.3 Full-time, Part-time, and Fixed Term employees shall move from level to level within a grade after each 12 months' continuous service.

### 24. Higher Duties

- 24.1 An employee who is called upon by the employer to perform the duties of another employee in a higher classification under this Award for at least 38 consecutive rostered hours shall be paid for the days on which those duties are performed at a rate not less than the minimum rate prescribed for the higher classification provided that such claims be made by the employee within one month of the cessation of the performance of such duties.
- 24.2 Where a public holiday falls within a period referred to in 24.1, the public holiday shall be considered as time worked in the higher classification.
- 24.3 An employee required to perform the work of another employee shall not suffer any reduction in their wage.
- 24.4 The payment paid in 24.1 shall be considered to be the employee's ordinary rate of pay for all purposes while ever the employee is in receipt of the higher duties payment.

### 25. Superannuation

- 25.1 An employer shall contribute to a superannuation fund as specified in 25.4 on behalf of each eligible employee, such superannuation contributions as required to comply with the *Superannuation Guarantee (Administration) Act* 1992 as amended from time to time.
- 25.2 Employers to Participate in Fund
- (a) An employer shall make application to the Fund as specified in 25.4 to become a participating employer in the Fund and shall become a participating employer upon acceptance by the Trustee of the Fund.
  - (b) An employer shall provide each employee who is not a member of the Fund with a membership application form upon commencement of employment.
  - (c) 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 employment.
- 25.3 Additional Employee Superannuation Contributions
- (a) An employee may make contributions to the Fund as specified in 25.4 in addition to those made by the employer.
  - (b) An employee who wishes to make additional contributions must authorise the employer in writing to pay into the Fund, from the employee's wages, a specified amount in accordance with the Fund trust deed and rules.

- (c) An employer who receives written authorisation from the employee, must commence making payments into the Fund on behalf of the employee within 14 days of receipt of the authorisation.
- 25.4 The "Fund" shall mean the Health Employees Superannuation Trust Australia or the Australian Superannuation Savings Employment Trust or any complying Fund.

## **26. Payment of Wages**

- 26.1 The weekly rate of pay shall be the annual rate of pay divided by 52.14.
- 26.2 All wages shall be paid at least fortnightly by cash, cheque or electronic funds transfer, by agreement between the majority of employees and the employer. Provided that where an employer and employee agree, wages may be paid monthly.
- 26.3 Wages shall be paid during working hours on a weekday which is not more than five (5) days following the end of a pay period. The payday once selected shall not be changed without the agreement of a majority of the employees.
- 26.4 In the case of electronic funds transfer, wages shall be transferred to the nominated account by midnight on the nominated payday.
- 26.5 Upon termination, wages and any other monetary entitlement due to an employee shall be paid on the date of termination.
- 26.6 An employer may deduct from amounts due to an employee such amounts as authorised in writing by the employee and deductions of income tax required to be made to the Australian Taxation Office.

## **27. Salary Packaging**

- 27.1 Where agreed between the employer and a full-time or part-time employee, an employer may offer salary packaging in respect of salary. Neither the employer nor the employee may be compelled to enter into a salary packaging agreement.
- 27.2 Salary packaging shall mean that an employee will have part of their salary packaged into a fringe benefit which does not constitute a direct payment to the employee but is payable to a bona fide third party.
- 27.3 The terms and conditions of such a package shall not, when viewed objectively, be less favourable than the entitlements otherwise available under the award and shall be subject to the following provisions:
- (a) the employer shall ensure that the structure of any agreed remuneration package complies with taxation and other relevant legislation;
  - (b) where there is an agreement to salary package, the agreement shall be in writing and made available to the employee;
  - (c) the employee shall have access to details of the payments and transactions made on their behalf. Where such details are maintained electronically, the employee shall be provided with a printout of the relevant information;
  - (d) the employer has the right to vary or withdraw from a salary packaging agreement and/or withdraw from offering salary packaging in the event of amendments to legislation that are detrimental to, or increase the costs of, salary packaging arrangements;
  - (e) in the event that the employer withdraws from a salary packaging agreement, the individual employee's salary will revert to that specified in Table 1, Rates of Pay of this Award;
  - (f) notwithstanding any of the above arrangements, the employer or employee may cancel any salary packaging agreements by the giving of one month's notice of cancellation to the other party;

- (g) the calculation of entitlements concerning occupational superannuation and annual leave loading on annual leave pursuant to Clause 37.2 - Annual Leave, will be based on the value of the employee's total salary as outlined in Table 1, Rates of Pay of this Award;
- (h) unless there is agreement between the employer and the employee to the contrary, all salary packaging arrangements shall cease during any period of leave without pay, including periods of unpaid sick leave.

### **28. Time and Pay Records**

- 28.1 In accordance with the provisions of the *Industrial Relations Act 1996* (NSW) every employer in the industry shall keep time and pay records relating to employees. Such time and pay records will usually be kept at the place where business is carried out.
- 28.2 Such records shall be kept for a period of at least 6 years.
- 28.3 On pay days the employer shall provide each employee with a written statement showing the gross salary including overtime and allowances paid, the amount deducted for taxation purposes and particulars of other deductions made that have been part of the calculated net amount paid.

### **29. State Wage Case**

- 29.1 The rates of pay in this Award include the adjustments payable under the State Wage Case 2005. The adjustments may be offset against:
  - (a) Any equivalent over-Award payments, and/or
  - (b) Award wage increases since 29 May 1991

other than safety net, State Wage Case, and minimum rates adjustments.

## **PART V - ALLOWANCES AND AMENITIES**

### **30. Sleepover Allowance**

- 30.1 Sleepover means a continuous period of eight hours during which an employee is required to sleep at the workplace and be available to deal with any urgent situation which cannot be dealt with by another employee or be dealt with after the end of the sleepover period.
- 30.2 The employer shall take all reasonable steps to enable the employee to sleep on the premises including the provision of a bed with privacy. Access to a bathroom, toilet and a meal room shall be provided free of charge to the employee.
- 30.3 An employee shall only sleep over under the following conditions:
  - (a) There is an agreement between the employee and the employer with at least one week's notice in advance, except in the case of an emergency; and
  - (b) a sleepover shall always consist of eight continuous hours.
- 30.4 The sleepover allowance is equivalent to three hours payment at the employee's ordinary rate of pay. Such payment is compensation for the sleepover and for all necessary work up to two hours duration during the sleepover period. Any necessary work in excess of two hours during the sleepover period shall be compensated at overtime rates in addition to the sleepover allowance.

When calculating the appropriate shift penalty, pursuant to Clause 14 - Shift Work, the hours worked prior to the sleepover shall be treated separately to the hours worked after the sleepover.

- 30.5 An employee on a sleepover shall not be required to work more than eight hours before, and/or more than eight hours after a sleepover, unless provision has been made at a workplace to work longer hours for the purpose of providing more continuous leisure time within the roster and this arrangement has the genuine agreement of the employees affected.
- 30.6 Where such an arrangement as outlined in sub-clause 30.5 is entered into the employer must ensure that the arrangement does not adversely affect the health and safety of the employee(s) involved.

### **31. First-Aid Allowance**

- 31.1 An employee who holds a current first-aid certificate issued by the St. John Ambulance Association or Australian Red Cross Society or equivalent qualification and who is required by their employer to be available to perform first-aid duty at their workplace shall be paid an allowance as set out in Item 1 of Table 5 of Part IX of this Award with a minimum payment of one day.

NOTE: It is not the intention of this clause to require an employer to pay the First Aid Allowance to an employee more than once per shift. To avoid doubt, where an employee performs work on a shift which extends from one day to the next, the employer shall only be required to pay one First aid allowance to the employee.

### **32. On Call Allowance**

- 32.1 Employees may be required from time to time to be on call in order to maintain out of hours services.
- 32.2 Employees required to be on call shall be paid an allowance as set out in Item 2 of Table 5 of Part IX of this Award per 24 hour period or for any part of that 24 hour period.
- 32.3 Where employees are required to attend the workplace when on call the provisions of Clause 13 - Call Back, apply.

### **33. Motor Vehicle Allowance**

Where employees are required by their employer to use their motor vehicle in the course of their duty, they shall be paid an amount set out in Item 3 of Table 5 of Part IX of this Award per kilometre travelled during such use.

### **34. Expenses**

- 34.1 An employee required to stay away from home overnight shall be reimbursed the cost of pre-approved board, lodging and meals. Reasonable proof of expenses incurred is to be provided by the employee to the employer.
- 34.2 An employer shall reimburse all reasonable expenses, including the cost of telephone calls, necessarily incurred by an employee in carrying out their duties subject to reasonable proof of the expenses being incurred being supplied to the employer.
- 34.3 This clause does not apply to employees who are engaged on sleepover at the employers premises.

### **35. Amenities**

- 35.1 The employer shall provide reasonable toilet and washing facilities for the use of employees in each workplace.
- 35.2 The employer shall supply and maintain reasonable heating and cooling appliances for the safe and healthy functioning of the workplace.
- 35.3 The employer shall provide reasonable facilities for the taking of meals, including a table and chairs, boiling water, a refrigerator, a suitable place for the storing of utensils and supplies and a sink and running water.



35.4 The employer shall provide for employees a rest area well furnished.

35.5 The employer shall maintain all amenities in a safe and hygienic manner and to a reasonable standard.

## **PART VI - LEAVE**

### **36. Sick Leave**

36.1

(a) In the event of an employee becoming sick and unfit for duty and certified as such by a duly qualified medical practitioner, they shall be entitled to 76 hours leave on full pay for each year of service.

(b) Such leave shall be available from the beginning of each year of service.

(c) For the purpose of this clause, illness shall include stress and mental ill health.

36.2 The employer may dispense with the requirements of a medical certificate where the absence does not exceed two consecutive days or where in the employer's opinion circumstances are such not to warrant such requirement.

36.3 Each employee shall take all reasonably practicable steps to inform the employer of their inability to attend for work and as far as possible state the estimated duration of the absence. Where practicable such notice shall be given within 24 hours of the commencement of such absence.

36.4 If the full period of sick leave as described above is not taken in any year, such portion as is not taken shall be cumulative up to five years. There shall be no payment of portions of sick leave not taken on retirement or termination.

36.5 Where an employee has, in accordance with this clause, taken sick leave, the employee shall not be required to work any ordinary hours other than those previously rostered so as to avoid or minimise the requirement on an employer to provide paid sick leave.

### **37. Annual Leave**

37.1 Full-time and part-time employees shall be entitled to annual leave after each twelve months of continuous service.

37.2 Such annual leave shall be:

(a) if the employee is regularly rostered for duty over seven days of the week, five weeks with pay after each twelve months of continuous service;

(b) for all other full-time and part-time employees, four weeks with pay after each twelve months of continuous service.

37.3 Fixed term employees engaged for more than 12 months are entitled to annual leave in accordance with sub-clause 37.2 of this clause. Fixed term employees engaged for less than 12 months are entitled to be paid annual leave on a pro rata basis at the end of their term of employment.

37.4 By mutual agreement between the employer and employee annual leave entitlements may be paid prior to taking such leave or in regular instalments on normal paydays during the period of such leave.

37.5 All other provisions of the *Annual Holidays Act 1944* shall apply.

### **38. Annual Leave Loading**

38.1 In this clause the *Annual Holidays Act 1944* is referred to as "the Act".

38.2 Before an employee takes their annual leave they shall be paid the following in addition to their normal weekly pay (exclusive of shift penalties) for the period of annual leave taken:

Either:

- (a) a loading of 17.5% of their normal weekly pay (exclusive of shift penalties) or
  - (b) the shift penalties pursuant to Clause 14 - Shift Work that the employee would have received for the period of leave taken had the employee not been on leave,
- whichever is the greater amount.

38.3 The loading is payable in addition to the pay for the period of leave given and taken and due to the employee under the Act and this Award.

38.4 No loading is payable to an employee who takes annual leave wholly or partly in advance. Where an employee continues in employment until the day when they would have been entitled under the Act to annual leave then the loading calculated in accordance with 38.2 becomes payable for such leave taken wholly or partly in advance.

38.5 Where, in accordance with the Act, the employer's establishment or part of it is temporarily closed down for the purpose of giving an annual holiday or leave without pay to the employees a loading as calculated in 38.2 will be paid to employees entitled to leave under the Act. Employees not entitled to leave under the Act shall be paid a proportion of the loading based on the period of completed weeks service prior to the close down divided by 52.

38.6 Where the employment of an employee is terminated for a cause other than misconduct and at the time of termination the employee has not been given and has not taken the whole of any annual leave to which they are entitled they shall be paid a loading calculated in accordance with 38.2 for such leave.

38.7 No loading is payable on the termination of an employee's employment except as provided for in 38.6.

### **39. Long Service Leave**

See *Long Service Leave Act 1955*.

### **40. Calculation of Continuous Service**

See *Long Service Leave Act 1955*.

### **41. Public Holidays**

41.1 For the purposes of this clause, the following shall be taken as public holidays on the days so gazetted: New Year's Day, Australia Day, Good Friday, Easter Saturday, Easter Monday, Anzac Day, Queen's Birthday, Labour Day, Christmas Day, Boxing Day, or any holiday duly proclaimed and observed as a public holiday within the area in which the service is situated.

41.2 Gazetted public holidays shall be allowed to full-time, part-time and fixed term employees on full pay on those days on which they are normally required to work.

41.3 Where an employee who is not a shift worker is required to and does work on a public holiday, the employee shall;

- (a) choose to be paid and in such case the employee would receive their ordinary pay for the day plus payment for actual time worked at single time ;

or

- (b) choose to take the equivalent time off and in such case the employee would receive their ordinary pay for the day and the equivalent time off for the actual time worked;
  - or
  - (c) subject to mutual agreement between the employee and the employer, aggregate the equivalent time off with annual leave entitlements.
- 41.4 Where an employee, who is a shift worker and is required to and does work an ordinary rostered shift on a public holiday, the employee shall be paid double time and a half for such shift.
- 41.5 Where an employee, who is a shift worker whose shift includes a gazetted public holiday and is then not required by the employer to work that gazetted public holiday, shall have a day added to their annual holidays, or be paid a days pay additional to their weekly wage.

## 42. Personal/Carer's Leave

### 42.1 Use of Sick Leave

- (a) An employee with responsibilities in relation to a class of person set out in (c) (ii) who needs their care and support shall be entitled to use, in accordance with this sub-clause, any sick leave entitlement 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.
- (b) The employee shall, if required,
  - (i) establish 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 employer or a statutory declaration, the nature of the emergency and that such emergency resulted in the person concerned requiring care by the employee.
- (c) The entitlement to use sick leave in accordance with this sub-clause is subject to:
  - (i) the employee being responsible for the care or support of the person concerned; and
  - (ii) the person concerned being:
    - (a) a spouse of the employee; or
    - (b) 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
    - (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 and legal guardian), grandparent, grandchild or sibling of the employee or spouse or de facto spouse of the employee; or
    - (d) a same sex partner who lives with the employee as the de facto partner of that employee on a bona fide domestic basis; or
    - (e) a relative of the employee who is a member of the same household, where for the purpose of this paragraph:
      1. "relative" means a person related by blood, marriage or affinity

2. "affinity" means a relationship that one spouse because of marriage has to blood relatives of the other; and
  3. "household" means a family group living in the same domestic dwelling.
- (d) An employee shall, wherever practicable, give the employer notice prior to the absence of the intention to take leave, the name of the person requiring care and their relationship to the employee, the reasons for taking such leave and the estimated length 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 employer and the employee shall discuss appropriate arrangements which, as far as practicable, take account of the employer's and employee's requirements.

Where the parties are unable to reach agreement the disputes procedure at clause 47 should be followed.

#### 42.2 Unpaid Leave for Family Purpose

- (a) An employee may elect, with the consent of the employer, to take unpaid leave for the purpose of providing care and support to a class of person set out in 42.1 (c) (ii) above who is ill or who requires care due to an unexpected emergency.

#### 42.3 Annual Leave

- (a) To give effect to this clause, an employee may elect, with the consent of the employer, to take annual leave not exceeding ten days in single day periods in any calendar year at a time or times agreed by the parties.
- (b) Access to annual leave, as prescribed in 42.3 (a) above, shall be exclusive of any shutdown period provided for elsewhere under this Award.
- (c) An employee and employer 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.
- (d) An employee may elect with the employer's agreement to take annual leave at any time within a period of 24 months from the date at which it falls due.

#### 42.4 Time Off in Lieu of Payment for Overtime

- (a) An employee may elect, with the consent of the employer, to take time off in lieu of payment for overtime at a time or times agreed with the employer.
- (b) Overtime taken as time off during ordinary hours shall be taken at the ordinary time rate, that is an hour for each hour worked.
- (c) An employer shall, if requested by an employee, provide payment, at the rate provided for the payment of overtime in the Award, for any overtime worked under sub-clause (a) above where such time has not been taken within four weeks of accrual. Notwithstanding anything contained elsewhere in this sub-clause, on notice from the employer, an employee must elect within six months of accrual, whether to take overtime worked under (a) above as an overtime payment or as time off work at the ordinary time rate of pay.

#### 42.5 Make-Up Time

An employee may elect, with the consent of their employer, to work "make-up time", under which the employee takes time off ordinary hours, and works those hours at a later time, during the spread of ordinary hours provided in the award, at the ordinary rate of pay.

#### 42.6 Catholic Employers Personal Carer's Leave

Clause 42 - Personal/Carer's Leave of this Award shall not apply to employees of a body which has been established by the Catholic Church to propagate religion, who are covered by the Social and Community Services Catholic Personal Carer's Leave (State) Award published 7 May 1999 (309 IG 204) as varied.

### 43. Bereavement Leave

- 43.1 An employee other than a casual employee shall be entitled to up to two days Bereavement Leave without deduction of pay on each occasion of the death of a person prescribed in 43.3 below.
- 43.2 The employee must notify the employer as soon as practicable of the intention to take Bereavement Leave and will, if required by the employer, provide to the satisfaction of the employer proof of death.
- 43.3 Bereavement Leave shall be available to the employee in respect of the death of a person in relation to whom the employee could have utilised Clause 42.1 - Personal/Carer's Leave, provided that for the purpose of Bereavement Leave, the employee need not have been responsible for the care of the person concerned.
- 43.4 An employee shall not be entitled to Bereavement Leave under this clause during any period in respect of which the employee has been granted other leave.
- 43.5 Bereavement Leave may be taken in conjunction with other leave available under Clauses 42.2, 42.3, 42.4 and 42.5 - Personal/Carer's Leave. Where such other available leave is to be taken in conjunction with Bereavement Leave, consideration will be given to the circumstances of the employee and the reasonable operational requirements of the employer.

### 44. Parental Leave

- 44.1 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).
- 44.2 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.

#### 44.3 Right to request

44.3.1 An employee entitled to parental leave may request the employer to allow the employee:

- (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 employee in reconciling work and parental responsibilities.

44.3.2 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.

44.3.3 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)(ii) and 3(a)(iii) must be recorded in writing.

44.3.4 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.

44.4 Communication during parental leave

44.4.1 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.

44.4.2 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.

44.4.3 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 (a)

#### **45. Leave Without Pay**

45.1 On application by an employee, an employer may grant the employee leave without pay for any purpose.

#### **46. Jury Service**

46.1 A full-time, part-time or fixed term employee required to attend for jury service during their ordinary working hours shall be reimbursed by the employer an amount equal to the difference between the amount paid in respect of their attendance for such jury service and the amount of wages they would have received in respect of the ordinary time they would have worked had they not been on jury service.

46.2 An employee shall notify their employer as soon as possible of the date upon which they are required to attend for jury service. Further the employee shall give their employer documentary proof of their attendance, the duration of such attendance and the amount received in respect of such jury service.

## **PART VII - GRIEVANCE AND DISPUTE SETTLING PROCEDURE, TERMINATION, ORGANISATIONAL CHANGE AND REDUNDANCY**

### **47. Grievance and Dispute Settling Procedure**

Any dispute or grievance arising in the workplace other than a dispute or grievance arising directly from an employer's concern about an employee's work performance or conduct shall be dealt with in the following manner: -

- (a) In the first instance, the employee shall attempt to resolve the grievance with their immediate supervisor or employer.
- (b) In the event of failure to resolve the grievance or where a direct discussion between the employee and their immediate supervisor would be inappropriate, the employee may notify an accredited representative of the Union or other representative of their choice who shall confer with the appropriate supervisor and/or manager to organise a meeting.
- (c) Any such meeting will be held as soon as possible after notification by the employee or their representative of the grievance or dispute or within a time frame agreed between both parties.
- (d) While the above procedure is being followed work shall continue normally. No party shall be prejudiced as to the final settlement by the continuation of work.
- (e) In the event of failure to resolve the grievance or dispute amicably between the parties, either party may refer the matter to the NSW Industrial Relations Commission.

### **48. Termination of Employment**

48.1 Nothing in this clause shall prevent the summary dismissal of an employee for misconduct.

48.2

- (a) Except for misconduct justifying summary dismissal, the services of an employee shall be terminated by an employer only by notice as prescribed by the following:

Years of Continuous Service	Notice Required
Not more than 1 year	at least one week
More than 1 but not more than 3 years	at least two weeks
More than 3 but not more than 5 years	at least three weeks
More than 5 years	at least four weeks

- (b) Where an employee is over 45 years of age they shall receive in addition to the above table, one week's extra notice, provided the employee has had two years service.
- (c) Nothing in this clause shall prevent the employer from giving payment in lieu of, and equal in value to, the period of notice in 48.2(a).

48.3 An employee may terminate their service by giving the employer two weeks notice or by forfeiture of two weeks pay in lieu of notice.

### **49. Organisational Change and Redundancy**

49.1 Application

- (a) This clause shall apply in respect of full-time and part-time persons employed under this Award.
- (b) In respect of employers who employ more than 15 employees immediately prior to the termination of employment of employees, in the terms of sub-clause 49.4 of this clause.

- (c) Notwithstanding anything contained elsewhere in this Award, this clause shall not apply to employees with less than one year's continuous service, and the general obligation on employers shall be no more than to give such employees an indication of the impending redundancy at the first reasonable opportunity, and to take such steps as may be reasonable to facilitate the obtaining by the employees of suitable alternative employment.
- (d) Notwithstanding anything contained elsewhere in this Award, this clause shall not apply where employment is terminated as a consequence of conduct that justifies instant dismissal, including malingering, inefficiency or neglect of duty, or in the case of casual employees, apprentices or employees engaged for a specific period of time or for a specified task or tasks or where employment is terminated due to ordinary and customary turnover of labour.

#### 49.2 Introduction of Change

- (a) Where an employer has made a definite decision to introduce changes in production, 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 the proposed changes and the Union to which they belong.
- (b) "Significant effects" include termination of employment, major changes in the composition, operation or size of the employer's workforce or in the skills required, the elimination or diminution of job opportunities, promotion opportunities or job tenure, the alteration of hours of work, the need for retraining or transfer of employees to other work or locations and the restructuring of jobs.

Provided that where the Award makes provision for alteration of any of the matters referred to herein, an alteration shall be deemed not to have significant effect.

#### 49.3 Employer's Duty to Discuss Change

- (a) The employer shall discuss with the employees affected and the Union, inter alia, the introduction of the changes referred to in 49.2(a), the effects the changes are likely to have on employees and measures to avert or mitigate the adverse effects of such changes on employees, and shall give prompt consideration to matters raised by the employees and/or the Union in relation to the changes.
- (b) The discussion shall commence as early as practicable after a definite decision has been made by the employer to make the changes referred to in 49.2(a).
- (c) For the purpose of such discussion, the employer shall provide 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 adversely affect the employer.

#### 49.4 Discussions Before Termination

- (a) Where an employer has made a definite decision that they no longer wish the job the employee has been doing to be done by anyone, pursuant to 49.2(a), and that decision may lead to the termination of employment, the employer shall hold discussions with the employees directly affected and with the Union.
- (b) The discussions shall take place as soon as is practicable after the employer has made a definite decision which will invoke the provision of 49.4(a) and shall cover any reasons for the proposed termination, measures to avoid or minimise the terminations and measures to mitigate any adverse effects of any termination on the employees concerned.
- (c) For the purpose of the discussion the employer shall, as soon as practicable, provide to the employees concerned and the 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 employees 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 adversely affect the employer.

#### 49.5 Notice for Changes in Production, Program, Organisation or Structure

This sub-clause sets out the provisions to be applied to terminations by the employer for reasons arising from "production", "program", "organisation" or "structure" in accordance with 49.2(a).

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

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

- (b) In addition to the notice above, employees over 45 years of age at the time of the giving of the notice with not less than two years continuous service, shall be entitled to an additional week's notice.
- (c) Payment in lieu of the notice above shall be made if the appropriate notice period is not given. Provided that employment may be terminated by part of the period of notice specified and part payment in lieu thereof.

#### 49.6 Notice for Technological Change

This sub-clause sets out the notice provisions to be applied to terminations by the employer for reasons arising "technologically" in accordance with paragraph (a) of sub-clause 49.2 of this clause.

- (a) In order to terminate the employment of an employee the employer shall give to the employee three months notice of termination.
- (b) Payment in lieu of the notice above shall be made if the appropriate notice period is not given. Provided that employment may be terminated by part of the period of notice specified and part payment in lieu thereof.
- (c) The period of notice required by this sub-clause to be given shall be deemed to be service with the employer for the purposes of the *Long Service Leave Act 1955*, the *Annual Holidays Act 1944*, or any Act amending or replacing either of these Acts.

#### 49.7 Time Off During the Notice Period

- (a) During the period of notice of termination given by the employer, an employee shall be allowed up to one day's time off without loss of pay during each week of notice, to a maximum of five weeks, for the purposes of seeking other employment.
- (b) If the employee has been allowed paid leave for more than one day during the notice period for the purpose of seeking other employment, the employee shall, at the request of the employer, be required to produce proof of attendance at an interview or the employee shall not receive payment for the time absent.

#### 49.8 Employee Leaving During the Notice Period

If the employment of an employee is terminated (other than for misconduct) before the notice period expires, the employee shall be entitled to the same benefits and payments under this clause as those to

which the employee would have been entitled had the employee remained with the employer until the expiry of such notice. Provided that in such circumstances the employee shall not be entitled to payment in lieu of notice.

#### 49.9 Statement of Employment

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

#### 49.10 Notice to Centrelink

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

#### 49.11 Employment Separation Certificate

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

#### 49.12 Transfer to Lower Paid Duties

Where an employee is transferred to lower paid duties for reasons set out in 49.2(a), the employee shall be entitled to the same period of notice of transfer as the employee would have been entitled to if the employee's employment had been terminated, and the employer may at the employer's option make payment in lieu thereof an amount equal to the difference between the former ordinary time rate of pay and the new ordinary time rates for the number of weeks of notice still owing.

#### 49.13 Severance Pay

Where an employee is to be terminated pursuant to sub-clause 49.5 of this clause, subject to further order of the Industrial Relations Commission of New South Wales the employer shall pay the employee the following severance pay in respect of a continuous period of service:

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

Years of Service	Under 45 Years of Age Entitlement
Less than 1 year	Nil
1 year and less than 2 years	4 weeks
2 years and less than 3 years	7 weeks
3 years and less than 4 years	10 weeks
4 years and less than 5 years	12 weeks
5 years and less than 6 years	14 weeks
6 years and over	16 weeks

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

Years of Service	45 Years of Age and over Entitlement
Less than 1 year	Nil
1 year and less than 2 years	5 weeks
2 years and less than 3 years	8.75 weeks
3 years and less than 4 years	12.5 weeks

4 years and less than 5 years	15 weeks
5 years and less than 6 years	17.5 weeks
6 years and over	20 weeks

- (c) "Weeks Pay" means the all-purpose rate of pay for the employee concerned at the date of termination, and shall include, in addition to the ordinary rate of pay, over-award payments, shift penalties and allowances, paid in accordance with the award.

#### 49.14 Incapacity to Pay

- (a) Subject to an application by the employer and further order of the NSW Industrial Relations Commission, an employer may pay a lesser amount (or no amount) of severance pay than that contained in 49.13.
- (b) The Commission shall have regard to such financial and other resources of the employer concerned as the Commission thinks relevant, and the probable effect paying the amount of severance pay in 49.13 will have on the employer.

#### 49.15 Alternative Employment

Subject to an application by the employer and further order of the NSW Industrial Relations Commission, an employer may pay a lesser amount (or no amount) of severance pay than that contained in 49.13 if the employer obtains acceptable alternative employment for an employee.

## PART VIII - MISCELLANEOUS PROVISIONS

### 50. Occupational Health and Safety

See *Occupational Health and Safety Act 2000* (NSW).

### 51. Protective Clothing and Safety Equipment

- 51.1 Where an employer requires an employee to wear protective clothing or a uniform such protective clothing or uniform as is reasonably required shall be provided and, as necessary, repaired and replaced by the employer. Any issue of protective clothing or uniforms shall remain the property of the employer.
- 51.2 Where an employer provides safety equipment it shall be used by the employees.
- 51.3 Where an employer provides safety equipment the employer shall maintain such equipment to the required standard and where necessary replace such equipment.

### 52. Anti-Discrimination

- 52.1 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* (NSW), to prevent and eliminate discrimination in the workplace on the grounds of race, sex, marital status, disability, homosexuality, transgender identity, age and responsibility as a carer.
- 52.2 Accordingly, in fulfilling their obligations under the dispute resolution procedure, the parties must take all reasonable steps to ensure that neither the Award provisions nor their operation are directly or indirectly discriminatory in their effects.
- 52.3 Under the *Anti-Discrimination Act, 1997* (NSW), 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.
- 52.4 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 56(d) of the *Anti-Discrimination Act 1977* (NSW),
- (d) a party to this Award from pursuing matters of unlawful discrimination in any state or federal jurisdiction.

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

Note:

- (a) Employers and employees may also be subject to Commonwealth anti-discrimination legislation
- (b) Section 56(d) of the *Anti-Discrimination Act, 1977* (NSW) states:

"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".

- (c) This clause is not intended to create legal rights.

### **53. Employee's Indemnity**

Employers shall be responsible in accordance with the *Employees' Liability Act 1991* to indemnify employees against liability for fault (as defined in that Act) arising out of the performance of work by the employee.

### **54. Posting of Award**

A copy of this Award shall be kept at each workplace, where it is available to employees.

### **55. Union Notices**

An accessible space for Union notices shall be provided by the employer.

### **56. Right of Entry By Union**

See the *Industrial Relations Act 1996* (NSW).

### **57. Labour Flexibility**

An employer may direct an employee to carry out such duties as are within the limits of the employee's skill, competence and training.

### **58. General Savings**

Nothing in this Award shall be deemed or construed to reduce the wages and/or conditions to which any employee may have been entitled prior to the making of this Award.

### **59. Area, Incidence and Duration**

59.1 Except as provided for in sub-clauses 59.2 to 59.7 of this clause, this Award shall be binding on the industry of persons employed in or in connection with the industry of social and/or welfare work in the State of New South Wales, whether as employers or as employees and whether members of a registered association or not.

59.2 This Award shall not be binding on persons eligible to be members of The Federated Miscellaneous Worker's Union of Australia, New South Wales Branch, as at 20th September 1986 provided that this

exclusion will not apply, to the extent it might otherwise, to persons employed: as coordinators in a multi-purpose neighbourhood centre that encompasses a child care facility; in residential child care services providing welfare and social support in a residential setting (including family group homes or institutional care for children) where such services are distinct from :

- (a) sessional care to pre-school children, long day care, extended hours care or 24-hour care;
- (b) before and after school care;
- (c) playgroups;
- (d) occasional care;
- (e) vacation care;
- (f) multi-purpose child care;

as community development workers; in family counselling and support services; in women's and youth refuges; as Family Day Care Coordinators and Family Day Care Child Development Officers.

59.3 This Award shall not apply to persons eligible for membership of the Public Service Association of New South Wales and who are employed:

- (a) pursuant to the provisions of :
  - (i) the *Public Sector Management Act 2002*; or
  - (ii) the *Health Administration Act 1982*; or
  - (iii) the *Health Services Act 1997*; or
  - (iv) any Act replacing the said Acts; or
- (b)
  - (i) in or by any Department, body, organisation or group within the terms of the *Public Sector Management Act 1988* or any Act replacing that Act, irrespective of whether it remains or continues to be a Department, body, organisation or group in terms of the said Act; or
  - (ii) in or by any Declared Authority within Schedule 3 of the *Public Sector Management Act 1988* irrespective of whether it remains or continues to be a Declared Authority in terms of the said Act; or
  - (iii) as a ministerial employee; or
  - (iv) by Ministers of the Crown in the right of the State of New South Wales or in the offices of such Ministers; or
  - (v) by the Electricity Commission of N.S.W.; or
  - (vi) by the Roads and Traffic Authority; or
  - (vii) by the Homebush Abattoir Corporation; or
  - (viii) by hospitals included in the 2nd, 3rd or 5th schedule of the *Public Hospitals Act 1929* or any Act replacing it, by public hospitals or by public dental clinics; or

- (ix) by colleges of advanced education; or
  - (x) by any university; or
  - (xi) in or by the Legislative Assembly and/or Legislative Council of the State of New South Wales; or
  - (xii) by the New South Wales Egg Corporation; or
  - (xiii) by the New South Wales Education Commission or its agents; or
  - (xiv) by any person employed as an Associate to a Justice; or
  - (xv) at the Sexually Transmitted Diseases Clinic and the Medical Examination and Immunisation Centre; or
  - (xvi) in or by :
    - The Drug and Alcohol Authority;
    - New South Wales State Cancer Council;
    - The United Hospitals Auxiliary;
    - The Institute of Psychiatry; or
  - (xvii) in or in connection with the administration of any body (whether incorporated or unincorporated) established for the purpose of registering persons for the practice of any profession, calling or vocation in the State of New South Wales; or
  - (xviii) In or in connection with the provision of medical services in penal or like establishments deemed or proclaimed to be a prison under the *Prisons Act 1952*, or any Act replacing the said Act; or
  - (xix) by an employer or at any place of employment replacing any of the foregoing employers or places of employment, as the case may be; or
- (c) by any organisations registered or exempt from registration under the *Charitable Fundraising Act 1991*, who are graduates or graduands of a recognised university or who hold a diploma of a recognised body and are engaged in any of the following callings or vocations whether as principal or assistant employees or employees in training:
- Bacteriologist, Pathologist, Medical Scientist, Scientific Officer, Bio-Medical Engineer, Physician Surgeon, Dental Scientist, Dentist, Optometrist, Oculist, Audiologist, Speech Therapist, Occupational Therapist, Music Therapist, Dietician, Physiotherapist, Chiropodist (or Podiatrist), or Remedial Gymnast, together with such other employees who are engaged or usually engaged in the callings or vocations of Chiropodist (or Podiatrist) or Remedial Gymnast, whether as principal or assistant employees or as employees in training who hold a certificate of a technical college or of any institution deemed by the employer to be of a similar standing; or
- (d) in regional offices of any Department of State or corporation or body established by statute administering or providing health services in the State of New South Wales including such persons whose employment fulfils a function of a regional nature but who, due to the nature of their duties, are not employed within the precincts of that office, and in or by area or community health services (howsoever called) where these area or community health services have replaced services carried on or provided by a person or body referred to in paragraph (B) of this subclause; or
- (e) by the Home Care Service of New South Wales; or

- (f) persons employed in classifications within the jurisdiction of the Private Hospital (Professional Employees) (State) Conciliation Committee; persons in classifications defined by the Private Hospital and Nursing Home (Professional Employees) (State) Award; persons in classifications defined by the Charitable Institutions (Professional - Paramedical Staff) (State) Award; persons in classifications defined by the Charitable Institutions (Medical Officers) (State) Award and persons in classifications defined by the Charitable Institutions (Professional Staff Social Workers) Award or any awards replacing these awards.

59.4 This Award shall not be binding on persons eligible for membership of The Health and Research Employees' Association of New South Wales who are employed by the employing authority for each of the following: hospitals, mental hospitals, hospital dispensaries, medical schools, laboratories, colleges, industrial and other similar homes, ambulance work (including first-aid work), general nursing, reception homes, sanatoria, rest homes which are wholly or partly controlled by the Board of Health, non-residential special schools and the universities; or persons eligible for membership of The Health and Research Employees' Association of New South Wales who are employed by a public charitable institution that owns, manages and/or conducts homes, institutions, hostels, nursing homes, hospitals, rehabilitation facilities, community day-care centres and/or provides domiciliary services for care of the aged or for the care of the physically or mentally or developmentally disabled. Provided that this exclusion will not apply to persons substantially engaged in counselling, social welfare advice and referral, assessment of disability, design of disability services programs, or community development work in connection with services for the disabled or social workers or social educators properly so called; provided this exclusion applies to residential care workers and persons primarily engaged in supervising the work performed by disabled persons or in domestic duties in Sheltered Workshops for the disabled.

59.5 This Award shall not apply to persons employed by:-

Ashton House, Maroubra Junction;

Ferguson Lodge, Lidcombe;

Foundation for Disabled, Llandilo;

Greystanes Children Home, Leura;

Handicapped Children's Centre, Kirrawee;

Illawarra Society for Cripple Children;

Inala, Pennant Hills;

Kurinda Residential Services, Seven Hills;

Lonsdale House Hostel;

Lorna Hodgkinson Sunshine Home, Gore Hill;

Mannix Children's Centre, Liverpool;

Multiple Sclerosis Society of NSW, Lidcombe;

Newcastle & District Association for Crippled Children;

NSW Society for Young Adults and Children with Physical Disabilities,

Beverley Park, Tamworth and Wagga;

Richmond Fellowship of NSW at Glebe;

Royal Far West Children's Health Service & Services for the Aged;

Stewart House, Curl Curl;

Sunnyfield Association, Allambie Heights;

Whitehall Children's Home, Revesby;

Spastic Centre of New South Wales;

Royal New South Wales Institute for Deaf and Blind Children.

59.6 This Award shall not apply to persons engaged in any clerical capacity, including those engaged in the occupation of shorthand writers and typists and/or in calculating, billing and/or other machines designed to perform or assist in performing any clerical work whatsoever, and/or including telephonists and persons employed as canvassers (other than canvassers for the sale of goods) and/or collectors and clear-out men.

59.7 This Award shall not be binding on persons employed in the provision of Family Day Care services funded pursuant to the Australian Government's Children's Services Program.

59.8

(a) This Award rescinds and replaces the Social and Community Services Employees (State) Award reprinted and published 2 August 2002 (335 I.G. 559), and all variations thereto, and shall commence from the beginning of the first pay period to commence on or after 3 March 2006 and shall remain in force for a period of three (3) years.

(b) In making this Award, the parties have had regard to the requirements of s19 of the *Industrial Relations Act 1996*.

## PART IX - MONETARY RATES

**Table 1 - Rates of Pay effective first full pay period to commence on or after 3 March 2006**

Community Services Worker Grade 1			
	Per Annum	Weekly	Hourly
	\$	\$	\$
Year 1	26,401	506.36	13.33
Year 2	27,401	525.53	13.83
Year 3	28,401	544.71	14.33
Community Services Worker Grade 2			
	Per Annum	Weekly	Hourly
	\$	\$	\$
Year 1	30,201	579.24	15.24
Year 2	31,501	604.17	15.90
Year 3	32,801	629.10	16.56
Year 4	34,201	655.95	17.26
Community Services Worker Grade 3			
	Per Annum	Weekly	Hourly
	\$	\$	\$
Year 1	35,414	679.22	17.87
Year 2	36,753	704.90	18.55
Year 3	38,092	730.58	19.23
Year 4	39,431	756.26	19.90
Year 5	40,873	783.92	20.63



Community Services Worker Grade 4			
	Per Annum	Weekly	Hourly
	\$	\$	\$
Year 1	42,005	805.63	21.20
Year 2	43,241	829.33	21.82
Year 3	44,477	853.04	22.45
Year 4	45,713	876.74	23.07

Community Services Worker Grade 5			
	Per Annum	Weekly	Hourly
	\$	\$	\$
Year 1	46,949	900.45	23.70
Year 2	49,009	939.96	24.74

Community Services Worker Grade 6			
	Per Annum	Weekly	Hourly
	\$	\$	\$
Year 1	53,129	1,018.98	26.82
Year 2	56,219	1,078.24	28.37

**Table 2 - Rates of Pay effective first full pay period to commence on or after 1 July 2006**

Community Services Worker Grade 1			
	Per Annum	Weekly	Hourly
	\$	\$	\$
Year 1	27,325	524.07	13.79
Year 2	28,360	543.92	14.31
Year 3	29,395	563.77	14.84

Community Services Worker Grade 2			
	Per Annum	Weekly	Hourly
	\$	\$	\$
Year 1	31,258	599.50	15.78
Year 2	32,604	625.32	16.46
Year 3	33,949	651.11	17.13
Year 4	35,398	678.90	17.87

Community Services Worker Grade 3			
	Per Annum	Weekly	Hourly
	\$	\$	\$
Year 1	36,653	702.97	18.50
Year 2	38,039	729.56	19.20
Year 3	39,425	756.14	19.90
Year 4	40,811	782.72	20.60
Year 5	42,304	811.35	21.35

Community Services Worker Grade 4			
	Per Annum	Weekly	Hourly
	\$	\$	\$
Year 1	43,475	833.81	21.94
Year 2	44,754	858.34	22.59
Year 3	46,034	882.89	23.23
Year 4	47,313	907.42	23.88

Community Services Worker Grade 5			
	Per Annum	Weekly	Hourly
	\$	\$	\$
Year 1	48,592	931.95	24.53
Year 2	50,724	972.84	25.60

Community Services Worker Grade 6			
Per Annum		Weekly	Hourly
	\$		
Year 1	54,989	1,054.64	27.75
Year 2	58,187	1,115.98	29.37

**Table 3 - Rates of Pay effective first full pay period to commence on or after 1 July 2007**

Community Services Worker Grade 1			
Per Annum		Weekly	Hourly
	\$	\$	\$
Year 1	28,249	541.79	14.26
Year 2	29,319	562.31	14.80
Year 3	30,389	582.83	15.34
Community Services Worker Grade 2			
Per Annum		Weekly	Hourly
	\$	\$	\$
Year 1	32,315	619.77	16.31
Year 2	33,707	646.47	17.01
Year 3	35,097	673.13	17.71
Year 4	36,595	701.86	18.47
Community Services Worker Grade 3			
Per Annum		Weekly	Hourly
	\$	\$	\$
Year 1	37,892	726.74	19.12
Year 2	39,325	754.22	19.85
Year 3	40,758	781.70	20.57
Year 4	42,191	809.19	21.29
Year 5	43,735	838.80	22.07
Community Services Worker Grade 4			
Per Annum		Weekly	Hourly
	\$	\$	\$
Year 1	44,945	862.01	22.68
Year 2	46,267	887.36	23.35
Year 3	47,591	912.75	24.02
Year 4	48,913	938.11	24.69
Community Services Worker Grade 5			
Per Annum		Weekly	Hourly
	\$	\$	\$
Year 1	50,235	963.46	25.35
Year 2	52,439	1,005.74	26.47
Community Services Worker Grade 6			
Per Annum		Weekly	Hourly
	\$	\$	\$
Year 1	56,849	1,090.32	28.69
Year 2	60,155	1,153.72	30.36

**Table 4 - Rates of Pay effective first full pay period to commence on or after 1 July 2008**

Community Services Worker Grade 1			
Per Annum		Weekly	Hourly
	\$	\$	\$
Year 1	29,173	559.51	14.72
Year 2	30,278	580.71	15.28
Year 3	31,383	601.90	15.84

Community Services Worker Grade 2			
Per Annum		Weekly	Hourly
\$		\$	\$
Year 1	33,372	640.05	16.84
Year 2	34,810	667.63	17.57
Year 3	36,245	695.15	18.29
Year 4	37,792	724.82	19.07
Community Services Worker Grade 3			
Per Annum		Weekly	Hourly
\$		\$	\$
Year 1	39,131	750.50	19.75
Year 2	40,611	778.89	20.50
Year 3	42,091	807.27	21.24
Year 4	43,571	835.65	21.99
Year 5	45,166	866.24	22.80
Community Services Worker Grade 4			
Per Annum		Weekly	Hourly
\$		\$	\$
Year 1	46,415	890.20	23.43
Year 2	47,780	916.38	24.11
Year 3	49,148	942.62	24.81
Year 4	50,513	968.80	25.49
Community Services Worker Grade 5			
Per Annum		Weekly	Hourly
\$		\$	\$
Year 1	51,878	994.98	26.18
Year 2	54,154	1,038.63	27.33
Community Services Worker Grade 6			
Per Annum		Weekly	Hourly
\$		\$	\$
Year 1	58,709	1,125.99	29.63
Year 2	62,123	1,191.47	31.35

**Table 5 - Allowances**

Item No.	Clause No.	Brief Description	Amount ffpp* 3 March 2006 \$	Amount ffpp* 1 July 2006 \$	Amount ffpp* 1 July 2007 \$	Amount ffpp* 1 July 2008 \$
1	31.1	First Aid	7.72 per week 1.54 per day	7.99 per week 1.60 per day	8.26 per week 1.65 per day	8.53 per week 1.71 per day
2	32	On Call	16.00 per day	16.56 per day	17.12 per day	17.68 per day
3	33	Motor Vehicle Allowance	0.51 per km.	0.53 per km.	0.55 per km.	0.57 per km.

\* First full pay period to commence on or after

**Table 6 - Translation**

Employees engaged under the four level structure of the Social and Community Services Employees (State) (Interim) Award 1991 will transfer across AS AT 28 November 2001 and progress in accordance with Clause 23 - Incremental Placement and Progression to the first four levels of the new structure in the following manner.

Old Classification		New Classification
SWA, Year 1	becomes	Community Services Worker Grade 1, Year 1
SWA, Year 2	becomes	Community Services Worker Grade 1, Year 2
SWA, Year 3	becomes	Community Services Worker Grade 1, Year 3
SWW Cat 1, Yr 1	becomes	Community Services Worker Grade 2, Year 1
SWW Cat 1, Yr 2	becomes	Community Services Worker Grade 2, Year 2
SWW Cat 1, Yr 3	becomes	Community Services Worker Grade 2, Year 3
SWW Cat 1, Yr 4	becomes	Community Services Worker Grade 2, Year 4
SWW Cat 2, Yr 1	becomes	Community Services Worker Grade 3, Year 1
SWW Cat 2, Yr 2	becomes	Community Services Worker Grade 3, Year 2
SWW Cat 2, Yr 3	becomes	Community Services Worker Grade 3, Year 3
SWW Cat 2, Yr 4	becomes	Community Services Worker Grade 3, Year 4
SWW Cat 2, Yr 5	becomes	Community Services Worker Grade 3, Year 5
SWW Cat 3, Yr 1	becomes	Community Services Worker Grade 4, Year 1
SWW Cat 3, Yr 2	becomes	Community Services Worker Grade 4, Year 2
SWW Cat 3, Yr 3	becomes	Community Services Worker Grade 4, Year 3
SWW Cat 3, Yr 4	becomes	Community Services Worker Grade 4, Year 4

{SWA = Social Welfare Assistant and SWW = Social Welfare Worker}

## APPENDIX A - INDICATIVE COMPETENCIES

Indicative competencies of a Community Services Worker Grade 1 position include:

Unit Of Competence	Element Of Competence
1. Organisational Knowledge	Has a good understanding of the mission and values of organisation. Knowledge of related work in other departments and work areas and outside organisations and other key areas. Has a sound working knowledge of relevant service or program delivery activities.
2. Leadership (supervisory/ professional and management)	Work is subject to immediate and direct supervision. Works collaboratively with team members and has contact with other departments to assist in ensuring resolution of service or program delivery problems. Demonstrates to other team members a high level of motivation and sustained discipline in order to assist in the provision of a high level of service or program delivery for clients with complex requirements. Provides feedback. Participates in the preparation of formal learning in respect to practical program delivery skills. Identifies areas where team members might benefit from further development.
3. Interpersonal Skills/ Communication	Contacts other departments and outside organisations on routine matters. Able to handle sensitive inquiries with tact and discretion. Refers more complex inquiries appropriately. Able to resolve conflicts related to relevant service or program delivery activities without assistance, subject to direct supervision.
4. Problem Solving	Understands and interprets complicated guidelines/procedures. Resolves problems. Responsible for own schedule, contacting senior staff to seek specialised help or notify progress of work.
5. Legislation/Standards/ Documentation	Adheres to: All relevant government legislation eg, OH & S, Disability Services Act, Disability Services Standards and Child Protection laws etc. Adheres to detailed and precise service delivery procedures and standards. Ensures work is performed to an appropriate standard.

	Understands and complies with organisational policies. Suggests changes to improve quality, including documentation, in own work area and makes agreed changes.
6. Service Delivery Support	Corresponds with external parties on routine inquiries. Maintains one or more diaries. Organises people to attend internal meetings, distributing agendas and supporting papers. Handles all filing of correspondence on specialised subjects. Prioritises mail for reply. Performs client support related administrative tasks.
7. (A) Accommodation/ Residential Services  And/Or	Assists clients with needs. Adheres to duty of care and procedural fairness principles. Supports client's access to community services and/ or assists in organising outings. Gathers and disseminates information about community. Assists in researching and developing programs. Assists in facilitating client involvement in aspects of service delivery and policy development. In accordance with relevant legislation, and under direct supervision, administer medication as required.
(B) Case Management/ Counselling & Education Services	Assists with service or program delivery, liaison and communication and problem solving with clients. Good understanding of the range of client requirements and an understanding of the client's unique needs. Able to assess situations and make proposals regarding practical service or program delivery solutions available.
8. Experience/Qualifications	Minimum knowledge and experience is equivalent to HSC equivalent.

Indicative competencies of a Community Services Worker Grade 2 position include:

Unit Of Competence	Element Of Competence
1. Organisational Knowledge	Has a good understanding of the mission and values of organisation. Knowledge of related work in other departments and work areas and outside organisations and other key areas. Has a sound working knowledge of relevant service or program delivery activities.
2. Leadership (supervisory/ professional and management)	Work is subject to general supervision. Works collaboratively with team members and has contact with other departments representing the team ensuring resolution of service or program delivery problems. Demonstrates to other team members a high level of motivation and sustained discipline to provide a high level of service or program delivery for clients. Provides coaching and feedback. Participates in the preparation of formal learning in respect to practical program delivery skills. Identifies areas where team members might benefit from further development.
3. Interpersonal Skills/ Communication	Contacts other departments within the organisation on non-routine matters and outside organisations on routine matters. Able to handle sensitive inquiries with tact and discretion. Refers more complex inquiries appropriately. Able to resolve conflicts related to relevant service or program delivery activities without assistance under general supervision.
4. Problem Solving	Understands and interprets complicated guidelines/procedures. Resolves problems requiring the practical application of theory. Responsible for own schedule, contacting senior staff only to seek specialised help or notify progress of work.

5. Legislation/Standards/ Documentation	Adheres to: All relevant government legislation eg, OH & S, Disability Services Act, Disability Services Standards and Child Protection laws etc. Adheres to detailed and precise service delivery procedures and standards. Evaluates own work to ensure standards are met. Understands and complies with legislation and standards in accordance with organisational policy Suggests changes to improve quality, including documentation, in own work area and makes agreed changes.
6. Service Delivery Support	Corresponds with external parties on non-routine inquiries. Maintains one or more diaries. Organises people to attend internal meetings, distributing agendas and supporting papers. Handles all filing of correspondence on specialised subjects. Prioritises mail for reply. Performs complex client support related administrative tasks.
7. (A) Accommodation/ Residential Services  And/Or	Assists clients with needs that require employees to be experienced. Clients typically have complex requirements. Adheres to duty of care and procedural fairness principles. Supports client's access to community services and/or assists in organising outings. Gathers and disseminates information about community. Assists in researching and developing programs. Facilitates client involvement in aspects of service delivery and policy development. In accordance with relevant legislation, and under general supervision, administer mediation as required.
(B) Case Management/ Counselling & Education Services	Undertakes service or program delivery, liaison & communication with clients during complex problem resolution involving multiple service or program delivery methods. Good understanding of the range of client requirements and an understanding of the client's unique needs. Makes recommendations regarding the full range of practical service or program delivery solutions available.
8. Experience/Qualifications	Minimum knowledge and experience is equivalent to Certificate III in Welfare Studies.

Indicative competencies of a Community Services Worker Grade 3 position include:

Unit Of Competence	Element Of Competence
1. Organisational Knowledge	Has a working knowledge of the mission and values of the organisation. Detailed knowledge of related work in other departments and how it impacts service delivery. Has extensive knowledge of the full range of community and welfare service or program delivery activities.
2. Leadership (supervisory/ professional and management)	Work is subject only to general supervision. May lead a small team or group. Identifies learning and development needs of team members. Assists with the formal supervision and practical learning of less experienced team members. Assists in prioritising others work. Provides a high level of service or program delivery for clients with a variety of complex requirements.

3. Interpersonal Skills/ Communication	Deals regularly with correspondence or inquires from other agencies and/or external bodies. Can assist others to resolve conflict. Effectively collaborates and networks effectively with allied services.
4. Problem Solving	Provides a reference point based on expertise gained through years of experience and/or qualifications. Advice and assistance is provided for using precedent and knowledge of past complex issues. Using mature judgement able to interpret agency policy within guidelines. Participates in providing solutions to complex management problems associated with specific areas of responsibility.
5. Legislation/Standards/ Documentation	Adheres to: All relevant government legislation eg, OH & S, Disability Services Act, Disability Service Standards and Child Protection laws etc. Recommends changes to quality procedures, including documentation, and standards that impact across other work areas. Understands and complies with legislation and standards in accordance with organisational policy. May be required to conduct training.
6. Service Delivery Support	Prepares reports for management where liaison with other areas is involved. Develops complex filing and classification systems. Deals with correspondence. May assist with preparation of public relations material and event/launch preparation or may assist with the implementation of fundraising plans. May administer departmental budgets, manage small projects and administer large projects
7. (A) Accommodation/ Residential Services  And / Or	Assists clients with a variety of complex requirements. Adheres to duty of care and procedural fairness principles. Supports clients' access to community services and/or assists in organising outings. Gathers and disseminates information about community facilities to clients and community educators. Assists with the research, development and evaluation of programs. Administers medications.
(B) Case Management/ Counselling & Education Services	May coordinate day-to-day operations. Undertakes service or program delivery, liaison & communication with clients in respect to a variety of complex problem resolutions involving multiple service or program delivery methods. Sound working knowledge of the range of client requirements and an understanding of the client's unique needs. Provides complex education opportunities for clients. Makes recommendations regarding the full range of practical service or program delivery solutions available.
8. Experience/Qualifications	Desirable qualifications are equivalent to Tertiary certificate eg. Associate Diploma or post-trade (skilled) qualifications requiring knowledge of theoretical principles OR equivalent work experience.

Indicative competencies of a Community Services Worker Grade 4 position include:

Unit Of Competence	Element Of Competence
1. Organisational Knowledge	Has a comprehensive understanding of the mission and values of the organisation including historical context. Has a comprehensive knowledge of the full range of service or program delivery activities and a sound working knowledge of client requirements and stakeholder relationships.
2. Leadership (supervisory/ professional and management)	Provides formal operational supervision of a team. Ensures learning and development needs of team members are identified. Ensures time and resources are available for learning and development. Observes team member's work, assesses performance and evaluates team member's knowledge of relevant techniques and legislation and organisation requirements.
3. Interpersonal Skills/ Communication	Drafts letters/reports on complicated issues where some liaison with other departments is involved. Prepares complex management reports. Effectively handles complex, sensitive inquiries from a range of people including professionals. Is an effective management team member. Conduct training sessions, and ensures currency and relevance of material and resources.
4. Problem Solving	Provides problem solving expertise on a wide range of issues. Applies advanced problem solving and decision making tools. Using mature judgement able to interpret sector wide programs policy within guidelines.
5. Legislation/Standards/ Documentation	Ensures adherence to all relevant legislative requirements eg. OH&S, Disability Services Act, Disability Services Standards and Child Protection laws etc. Actively promotes and delivers programs 'with and through' people and other organisations. Ensures delivery of services within the guidelines provided by the organisation. Contributes to the development of new programs relevant to the area or local community. Recommends changes to quality procedures, including documentation, and standards that impact across own or other work areas. Implements approved recommendations.
6. Service Delivery Support	Assists with review and/or development, implementation and monitoring of specific functional policies and procedures. Develops and/or implements new administrative systems. Prepares reports for management. Demonstrates confidentiality with correspondence relating to sensitive issues. Gives standard presentations. Deals with non-routine correspondence from other agencies, bodies, client managers, and company managers. Develops public relations material and undertakes event/launch preparations. May manage small projects and administer large projects. Inputs to budget preparation, monitors cost controls and takes appropriate action as necessary.
7. (A) Accommodation/ Residential Services  And/Or	Manages the operations for a single location. Management of a mix of other roles up to CSW Grade 3 within a single location. Ensures duty of care and procedural fairness principles are observed. Ensures client's personal care needs are met and they have access to community services. Arranges formal medication assessments as required. Ensures that adequate supplies and equipment are available to meet planned requirements and remedies deficiencies.



	<p>Signs and takes responsibility for payroll, stores, equipment replacements.</p> <p>Negotiates minor contracts.</p> <p>Administers approved budget.</p> <p>Submits regular progress reports.</p>
(B) Case Management/ Counselling & Education Services	<p>Ensure effective service or program delivery, liaison and communication with clients in respect to the full range of problem resolutions involving multiple service or program delivery methods. Sound working knowledge of the range of client requirements and ensures that the unique needs of clients are understood and appropriate practical solutions are provided.</p> <p>Ensures effective education assistance is provided.</p> <p>Ensures information about community facilities is available to clients and community educators.</p>
8. Experience/Qualifications	Equivalent to higher diploma or 3 year degree or equivalent work experience.

Indicative competencies of a Community Services Worker Grade 5 position include:

Unit Of Competence	Element Of Competence
1. Organisational Knowledge	<p>A comprehensive understanding of the organisation including: philosophy, mission and values, Services, Policies and procedures, how external agencies relate to, and are integrated with, the overall organisation's Mission and Organisation Plans.</p> <p>Understands the role and organisation of other providers, relevant government bodies, legislation and relevant legal requirements.</p>
2. Leadership (supervisory/ professional and management)	<p>Effective leadership of multiple teams OR effectively perform as team member OR able to work independently as a sole operator.</p> <p>Performs professional level tasks with a thorough and advanced competence.</p> <p>Effective leadership of change.</p> <p>Develops work group plans. Ensures deadlines and service standards are met.</p>
3. Interpersonal Skills/ Communication	<p>Superior verbal and written communication.</p> <p>Capacity to express ideas effectively in individual and group situations.</p> <p>High degree of interaction with peers and team members including mentoring and peer support.</p> <p>Influence and liaise professionally with others across the organisation and with professionals of external organisations.</p> <p>Negotiates professional matters.</p>
4. Problem Solving	<p>Investigates specific current professional/technical knowledge and applicability to requirements.</p> <p>Exercises judgment to assess situations and recommend effective solutions to specific issues.</p> <p>Identifies issues requiring innovative or creative solutions.</p> <p>Assists in the development and implementation of such solutions.</p> <p>Involved in research and evaluation of the impact of research for systems, interventions, programs and services.</p>
5. Legislation/Standards/ Documentation	<p>Ensures compliance with relevant legislation and standards eg, OH&amp;S, Disability Services Act, Disability Services Standards and Child Protection laws etc.</p> <p>Meets assigned deadlines and agreed program/service delivery standards and may participate in the review and development of standards and associated documentation.</p> <p>Participates in peer review in relation to other programs/service outcomes.</p>

6. Service Delivery Support	Has substantial professional knowledge of relevant organisation and government policies and programs. Plans, develops and/or reviews components of systems, business plans, projects, policies and programs. Ensures effective preparation and administration of budgets. Ensures effective administration including purchases, equipment, payroll, budget preparation.
7. (A) Accommodation/ Residential Services  And/Or	Manages the operations for 2 or more locations, including the management of a mix of roles up to CSW Grade 4 performing similar activities. Ensures duty of care and procedural fairness principles are observed. Ensures client's personal care needs are met and they have access to community services. Organises formal medication assessments. Ensures that adequate supplies and equipment are available to meet planned requirements and remedies deficiencies. Signs and takes responsibility for payroll, stores, equipment replacements. Negotiates medium sized contracts. Submits regular progress reports.
(B) Case Management/ Counselling & Education Services	In depth knowledge of a number of diverse practice areas and is capable of effective interventions. Has an explicit knowledge of a number of assessment, interventions and service delivery areas. Draws on a number of methodologies and techniques, to achieve successful outcomes. Deals with enquiries from, and follows up, straight forward professional issues with relevant stakeholders. Handles complex case management. Develops service delivery agreements with senior professionals and clients for the achievement of particular goals and participates in and leads professional team meetings as necessary.
8. Experience/Qualifications	Has a degree or equivalent in a relevant professional area and/or Substantial professional experience in relevant field.

Indicative competencies of a Community Services Worker Grade 6 position include:

Unit Of Competence	Element Of Competence
1. Organisational Knowledge	A comprehensive understanding of the organisation including: philosophy, mission and values; Services, Policies and procedures, how external agencies relate to, and are integrated with, the overall organisation's Mission and Organisation Strategic Plans. Understands the various environments in which the organisation operates eg, social, financial, political etc. Understands the objectives of the organisation and the financial imperatives under which it operates. Understands related State, national and international organisations.
2. Leadership (supervisory/ professional and management)	Provides technical leadership of other people classified at a lower grade involved in complex program/service/project delivery and/or systems work. Monitors progress and ensures program/project delivery agreements are met. Responsible for the development of team members. Or Individually, or as a team member, undertakes complex and/or medium size programs/service/projects delivery and/or administers complex systems requiring advanced experience at either the Principal Specialist level in a sub discipline, or, at the Starting Specialist level in a discipline.

3. Interpersonal Skills/ Communication	Able to influence relevant professional and management on the more complex and sensitive issues. Collates relevant information and conducts effective presentations to internal/external organisations. Pro-actively identifies opportunities for, develops and maintains long term, effective service delivery relationships. Initiates and/or encourages actions which meet/exceed service delivery expectations.
4. Problem Solving	Identifies problems with the potential to adversely impact on major service delivery areas and identifies options. Uses advanced professional/technical practices to solve problems. Provides appropriate reports and recommendations to management and relevant groups as required. Investigates specific current professional/technical knowledge and applicability to requirements. Writes and researches relevant professional/technical material. Conducts cost/benefit analyses, evaluates alternatives and recommends solutions. May formulate evaluation review process and technical research.
5. Legislation/Standards/ Documentation	Assists in the resolution of major or atypical, complex legislation, standards, including documentation, issues that impact across the organisation. Participates in the alignment of practices with legislation, standards and relevant organisation policies.
6. Service Delivery Support	Utilising specialist level skills, integrates the relevant components of Commonwealth and State government legislation, policies and programs with specific systems, business plans, policies and programs. Undertakes complex administrative systems, business plans, projects, policy and program development and/or review. Assists with strategic system, project planning, policy and program development and/or review work.
7. (A) Accommodation/ Residential Services  And/Or	High level of responsibility for and/or involvement in the management of the operations for multiple complex services environments or large complex facility. Management of a mix of roles up to CSW Grade 5 spread over a number of locations and where the provision of services are complex, or located at a large complex facility. Ensures duty of care and procedural fairness principles are observed. Ensures client's personal care needs are met and they have access to community services. Ensures effective education assistance is provided. Ensures information about community facilities is available to clients and community educators. Performs formal medication assessments.
(B) Case Management/ Counselling & Education Services	Consulted by others in area of professional knowledge. Provides professional services in circumstances requiring effective coordination of complex issues eg. legal. Undertakes professional practice supervision. Is consulted by other professionals on complex cases, providing advice and training. Deals with enquiries from, and follows up complex technical/professional issues with relevant organisations, including State, national and international organisations. Coordinates the implementation of specific assessment and intervention activities and resolves problems with other areas of the organisation. Manages complex referral issues.

8. Experience/Qualifications	Desirable to have post graduate experience in a relevant field. May have post graduate qualifications in a related specialist area. Has complex evaluation, assessment, intervention and Program experience.
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F. L. WRIGHT *J. President.*

J. P. GRAYSON *D.P.*

J. McLEAY, Commissioner.

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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

Application by State Forests of New South Wales.

(No. IRC 2382 of 2006)

Before The Honourable Justice Staunton

31 May 2006

**AWARD**

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Notes

This is an Award, made pursuant to Division 1 of Chapter 2 of the New South Wales Industrial Relations Act, 1996.

### 1. Title of the Award

This Award shall be known as the Forestry Commission Division trading as Forests NSW Crown Employees Fieldwork and Other Staff Award.

### 2. Parties

The parties to this Award are:

- (i) The Forestry Commission of New South Wales trading as Forests NSW
- (ii) The Australian Workers Union
- (iii) The Australian Manufacturing Workers Union, New South Wales

covering all field employees employed by the Forestry Commission of New South Wales pursuant to Section 10 of the *Forestry Act* 1916.

### 3. Statement of Intent

- (i) Parties have entered into this Award on the understanding that it is directed towards high quality and efficient services to the community and to Forests NSW customers.
- (ii) The parties acknowledge that the Award seeks to enhance the image and profile of Forests NSW.

These objectives will be achieved through:

- (a) The creation and maintenance of a high performance, high trust organisation with a genuine partnership between Forests NSW and its Field Workers.
- (b) The acceptance of change and commitment to continuous improvement and productivity by both the Management of Forests NSW and its Field Workers.
- (c) The development of an organisation based upon teamwork, flexibility, competence and opportunities for organisational and personal development.

Achievement of these objectives is expected to deliver savings in operating costs and genuine productivity gains and the parties agree that the savings arising out of the achievement of those objectives will be shared with employees and will be reflected in the rates of pay prescribed in Appendix 1 of this Award.

The parties further agree that negotiations will continue during the life of this Award in relation to the implementation plans appropriate to each of the operational areas covered in this Award.

### 4. Scope

This Award shall wholly override all conditions of employment under the Crown Employees Skilled Tradesmen (State) Award, and all previous versions of the Crown Employees Fieldwork and Other Staff Award.

### 5. Award Entered Into Freely By All Parties

The parties agree that this Award was freely entered into, without duress, and all those parties endorse the contents.



## 6. Operation

### 6.1 Operative Date

This Award, having regard to Sections 15 and 16 of the New South Wales *Industrial Relations Act* 1996, shall have effect from the date it is registered and shall operate from the beginning of the first pay period on or after 1st April 2005 and will remain in force until 1st April 2008.

The Award may be reviewed by a negotiating committee within the first twelve (12) months of its implementation and the negotiating committee will meet to re-negotiate the Award three (3) months prior to its expiration.

## 7. Variations to the Award

Variations shall be made in accordance with Section 17 of the New South Wales *Industrial Relations Act* 1996 and shall operate on and from the dates upon which they are approved by the Industrial Relations Commission of New South Wales.

## 8. Definitions

"Casual employee" - means an employee engaged and paid on an hourly basis, who receives a casual loading in lieu of all paid leave entitlements, excluding long service leave.

"Employee" - means and includes all persons permanently or temporarily employed by Forests NSW under the provisions of the *Forestry Act* 1916.

"Forests NSW" - refers to the Forestry Commission of New South Wales, trading as Forests NSW

"Fieldwork and Other Staff" - means those persons, employed under Section 10 of the *Forestry Act* of New South Wales, 1916.

"Home Base" - Home base is defined as a depot or customary place of start and finish. A mutually acceptable written agreement will be reached, at a local level, between Forests NSW, the relevant Union and affected employees.

"Independent Contractor" - means a person who typically contracts their services through a company to achieve a result whereas an employee contracts to provide his/her labour (typically to enable the employer to achieve a result). Independent contractors can also be identified because they are not eligible for PAYG tax.

"Part-time employee" - means an employee, subject to the provisions of Chapter 2, Part 5 of the *New South Wales Industrial Relations Act* 1996, who is engaged for less than 38 hours per week, and who receives the same range of entitlements as a full-time employee, including sick leave and annual leave, but on a pro-rata basis in proportion to the hours worked. Part-time employees do not receive a casual loading.

"Self Managing Work Teams" - shall mean those work groups where the task is set out and the resources available are provided by management together with time and output criteria but where members of the team decide how the task will be performed, given appropriate application of safe working practices and relevant Forests NSW guidelines.

## 9. Anti-Discrimination

(i) 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.

(ii) 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.

- (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 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".

### 10. Grievance and Dispute Resolution Procedures

Refer to Appendix 8 for further information

Step 1 - Approach the relevant supervisor concerning your grievance

(in person or in writing).

Your supervisor should address this grievance as soon as possible. A meeting should be held to address the issue. This meeting must be held within one working day of receipt of notification of the grievance. Timeframes should be set at this initial meeting to determine dates by which the grievance should be resolved.

At any point, the employee is entitled to involve Union or other representation to act solely as an observer.

An informal attempt to resolve the matter should be made at this stage. This should occur within one week of referral. If unresolved within a week, employees have the option of referring the matter to Step 2.

If you cannot approach your direct supervisor because the grievance concerns him/her, you should speak with a Branch/Regional Manager.

Step 2 - If after referring the matter to your supervisor it is still unresolved, it can be referred to a Grievance Manager, usually the Branch or Regional Manager.

The supervisor must provide an explanation as to why the grievance has not been resolved in the decided time frame.

The Branch or Regional Manager must then attempt to resolve the grievance as soon as possible. The Grievance Manager may consult with Human Resources Managers or General Managers for further assistance in resolving the matter.

The Grievance Manager will, with the agreement of the employee making the complaint and within 48 hours, decide on who is to fully investigate the matter and make recommendations for its resolution.

The investigation will involve:

- Informing the party who is the subject of the complaint.
- Providing this person with the opportunity to answer allegations.
- Interviewing people who can help ascertain the facts.
- Obtaining documentation that is necessary.
- Identifying options for the resolution of the matter and discussing these with the parties.

The employee is entitled to Union representation and Union involvement in any discussions at this stage. If the matter is not resolved within 2 weeks the matter may be referred to Step 3.

Step 3 - If the matter is unable to be resolved by the Branch/Regional Manager it must be referred to the Divisional Manager or Manager Human Resources, who then becomes responsible for resolving the grievance.

The Human Resources Division (Head Office) must be kept informed if the matter has industrial or human resources implications.

The Divisional Manager or Manager Human Resources investigating the grievance will report the facts of the matter, options for resolution and recommended options back to the Grievance Manager. The preferred option for resolution will be discussed with the parties, including the Grievance Manager and Union delegate where involved. Any objection by the parties will be noted and taken into account by the Divisional Manager in making the final decision on the matter. If not resolved within 2 weeks, the matter can be referred to Step 4.

The Classification Disputes Process

Field workers may seek resolution to disputes regarding classifications by referring matters to the Industrial Relations Manager - Human Resources Division.

A Classification Disputes panel/job evaluation panel, functioning as an impartial third party forum, may then be convened to examine any anomalies. The panel's role would be to review classifications/gradings based on an agreed position description and make a recommendation on appropriate grading based on formal job analysis and evaluation procedures. Such job analysis/evaluation will be consistent with Department of Primary Industries/Forests NSW job evaluation procedures.

Panel composition will be as follows:

- a Human Resources representative
- two Field Worker representatives (AWU/AMWU)
- two local Forests NSW (employer) representatives

Panel composition may be reviewed after 12 months of the award being in effect.

If you wish to refer a classification issue please contact Human Resources Division.

Step 4 - If the matter is still unresolved, it can then be directed to be resolved through direct negotiations at the executive level between the Union and Forests NSW.

or if you do not wish to have Union representation, it can proceed to this level with direct employee/management negotiations.

Step 5 - As a last resort, the dispute can be referred to the New South Wales Industrial Relations Commission.

While these steps are being followed, normal work should continue unless there is a proven health and safety risk associated. If normal work cannot be continued, your Divisional Human Resources Manager or the Human Resources Division should be contacted so that alternative work arrangements can be made.

Once the matter has been resolved the relevant parties will continue to monitor the environment under which the grievance occurred, for a period of time to ensure compliance with the remedy. Feedback on the process will be sought from the parties to identify where improvements can be made.

### **11. No Extra Claims**

The parties agree that they will not pursue any extra Award or over-Award claims for the duration of this Award. This does not preclude either party's right under Section 17 of the New South Wales *Industrial Relations Act* 1996 to apply to the New South Wales Industrial Relations Commission to vary or rescind the Award.

### **12. Systems and Technology**

The parties undertake to work together during the life of the award to achieve administrative and operational efficiencies through the use of improved systems and technologies.

### **13. Conditions of Employment**

The parties to this Award are committed to implementing changes as prescribed in this Award which will lead to genuine productivity improvements. The following conditions shall apply to all areas of employment covered by this Award as appropriate:

#### **13.1 Weekly Employment**

- (i) Full-time, part-time and term employees shall be engaged by the week. An employee's engagement may be terminated by either the employee or the employer providing one week's notice in writing or by payment or forfeiture, as the case may be, of one week's wage in lieu of notice, provided that in the case of misconduct an employee's engagement may be terminated without notice.
- (ii) Casual employees are engaged by the hour and the engagement of a casual employee may be terminated without notice.

#### **13.2 Probationary Employees (new employees)**

Forests NSW may initially engage a new full-time or part-time employee for a period of probationary employment of not more than six (6) months for the purpose of determining the employees' suitability for ongoing employment. The employee must be advised, in writing, in advance that the employment is probationary and of the duration of the probation, which can be up to, but not exceed, six (6) months.

A probationary employee is, for all purposes of the Award, a full-time or part-time employee.

Probationary employment forms part of an employee's period of continuous service for all purposes of the Award, except where otherwise specified in this Award.

In circumstances where an employee on probation is absent for any reason during the probation for a period in excess of two weeks aggregated time and such absence affects the employee's orientation and basic training, the probation may be extended, after consultation with the Union, for a further period of three (3) months. Forests NSW must give written notice of such extension to the employee and the

Union prior to the conclusion of the first probationary period. Any notice after the end of the first probationary period to extend is of no effect.

### 13.3 Term Employment

Term employment means employment under this Award for a specified period of time. At the end of the specified period of time the employment finishes.

A term employee is covered by all the Award conditions available to permanent employees.

If, after termination, a term employee is offered further employment either as a permanent or another term, continuity of employment in regard to accrued sick leave and other entitlements will be maintained.

Term employees shall be engaged by a letter of offer and abide by the conditions of this Award and by any local agreements that pertain to the Region in which they are employed to which they agree in writing.

Term employees will be employed for specific funded projects that will be defined in their offer of employment. From time-to-time, as the need arises, they may be required to perform duties within their capabilities but not defined in their employment offer. Should these other duties exceed the duties outlined in the original offer by more than 50%, the relevant Union will be contacted and consulted in regard to a new employment offer to the affected term employee/s.

During the period of the employment term employees may apply and will be considered for vacancies in competition with other internal applicants through the expression of interest process. Term employees will not be excluded from being able to apply for externally advertised Forests NSW positions.

Term employment can apply to externally funded positions and project work such as Comprehensive Regional Assessments, FRAMES projects, Nursery planting and lifting operations.

Term employment is not intended to replace permanent employment and will only be used for the period specified in the letter of offer. When a term employee has completed two (2) years of service or prior to the expiration of the term employment (6 months where practicable) Forests NSW, in consultation with the relevant Union (local Union delegate), will review the term employee's employment history regarding the consistency of their employment with their original offer and any potential opportunities for continuing employment.

Should the term extend beyond five (5) years, pro-rata long service leave will also be paid on termination.

### 13.4 Ordinary Hours of Work

(for Rangers, Nurseries, Workshops and Research Employees - see Clause 13.8 & 13.9)

- (i) The ordinary hours of work for all employees, other than casual employees, covered by this Award shall be 38 hours per week. This may be worked from:
  - (a) Monday to Friday over 19 days of 8 hours each over a four week cycle; or
  - (b) By mutual agreement to work any consecutive 5 out of 7 days Monday to Sunday over 19 days of 8 hours each over a four week cycle.
- (ii) The standard span of hours will be between 6.00 am and 6.00 pm on each working day Monday to Sunday, with the exception of shift work provisions.
- (iii) Saturday/Sunday work - no employee will be required to work more than 26 Saturdays/Sundays in any 12 month period.

- (iv) If required to work on Saturday and/or Sunday, 5 days prior notice must be provided.
- (v) Ordinary hours of work for casual employees will be 38 hours per week with a maximum 10 hours in any one day.
- (vi) Payment for work performed on Saturday under this clause will be paid at the rate of time and a half. Payment for work performed on Sunday under this clause will be paid at the rate of time and three quarters.
- (vii) Employees who work on Saturdays and or Sundays as ordinary hours shall accrue additional leave at the following rate:

Number of Ordinary Saturdays/Sundays Worked During 1 December to 30 November or Part Thereof	Number of Additional Days Leave
7-14	1
15-21	2
22-26	3

- (viii) Where employees are called upon to work any 6th or 7th day or part thereof (not on fire fighting duties) in a seven (7) day week, they shall be paid in accordance with Clause 14.3 Overtime Rates.

### 13.5 Variation of Ordinary Hours of Work

- (i) The ordinary hours of work within the standard span of hours may be varied by mutual agreement between Forests NSW and the majority of affected employees in a particular group, region, district, section or department, to suit operational needs.
- (ii) Ordinary hours of work may extend up to ten (10) hours on any one day by mutual agreement and may be averaged out so that no employee works more than 38 ordinary hours per week in any four (4) week period.

### 13.6 Shift Work

Employees may be required to work outside the normal span of hours (ie: from 6.00 pm to 6.00 am) to address shift work (eg: fauna work, environmental, and security work).

Employees will be remunerated for this shift work by:-

either -

- (i) payment at appropriate overtime penalty rates as per clause 14.3 and subject to clause 14.5 (ii). Arrangements concerning appropriate skills, numbers of shifts/week and period of rest before recommencement of ordinary hours can be varied by mutual agreement between Forests NSW and the majority of affected employees of a particular group, Region, District, section or department to suit operational needs; or
- (ii) being rostered for a minimum weekly shift between Monday and Friday of shift work at the standard hourly rate of time and three quarters. By mutual agreement the hours of any one shift may be averaged out so that no employee works more than 38 shift hours/week in any four (4) week period. Any hours worked outside these shift arrangements shall be paid at overtime rates as per clause 14.3.

Adequate notice for shift work will be given with a minimum period being 7 days in advance. In the event that shift work is to be cancelled (this does not include changing duties on the shift, eg: emergency fire fighting, rescue and security work etc) then a minimum 48 hours notice will need to be given to avoid payment of overtime penalty rates as per this clause.

## 13.7 Part-Time Hours

Employees may work on a part-time basis, subject to the provisions of Part 5 of the *Industrial Relations Act 1996* provided that:

- (i) the ordinary hours of duty are agreed between the employee concerned and Forests NSW and fall within the same span of hours as applies or would apply to a full-time employee undertaking the duties concerned;
- (ii) the ordinary working hours are fixed at not less than 4 hours per day worked; and
- (iii) Forests NSW informs the relevant Union of the hours fixed for part-time employees. The Union shall have seven (7) working days from the date of being advised to object to the agreement through the Grievance Resolution Procedures prescribed by Clause 10 of this Award. The Union will not unreasonably object to an agreement under this sub-clause.

## 13.8 Ordinary Hours and Loadings for Rangers, Research and Workshop Employees (Saturday, Sunday and Public Holidays)

## Ordinary Hours of Work

- (i) The ordinary hours of work for all employees, other than casual employees, covered by this Award shall be 38 hours per week.
- (ii) Forestry field workers and persons employed in Research Division shall work their ordinary hours between the hours of 6.00 am to 6.00 pm Monday to Saturday.
- (iii) Field workers in Research Division will work their ordinary hours between 6.00 am and 6.00 pm, Monday to Saturday but for particular project work, on five (5) consecutive days, Monday to Sunday.
- (iv) Persons in Workshops shall work their ordinary hours either:
  - (a) between 6.00 am and 6.00 pm, Monday to Friday; or
  - (b) by mutual agreement between 6.00 am to 6.00 pm on five (5) consecutive days, Monday to Saturday.

Where Workshops employees work on Saturdays as ordinary hours, they shall be paid all ordinary hours for that day at the rate of time and one half.

Workshops employees who work on Saturdays as ordinary hours shall accrue additional leave at the following rate:

Number of Ordinary Saturdays Worked During 1 December to 30 November or Part Thereof	Number of Additional Days Leave
7-14	1
15-21	2
22-28	3
29-35	4
36 or more	5

- (v) Loadings for Working Ordinary Hours on Saturday, Sunday and Public Holidays

Rangers who are rostered for weekend work shall work their ordinary hours on five consecutive days Monday to Sunday between 6.00 am to 6.00 pm. When such employees work their ordinary hours on a Saturday, they shall be paid for that day at the rate of time and a half. When such employees work their ordinary hours on a Sunday, they shall be paid for that day at the rate of time and three-quarters.

When field workers in Research Division work their ordinary hours on Saturday and Sunday they will be paid for that day at the rate of time and a half and time and three quarters respectively and will receive additional annual leave as per the table below.

Non-rostered employees who work Saturday and Sunday only on an irregular basis shall be paid at overtime rates, as per Clause 14.3.

Employees who are rostered to work their ordinary hours on Sundays and/or Public Holidays during the period 1 December to 30 November, or part thereof, shall be entitled to receive additional leave (to compensate for working a number of shifts on Sundays and Public Holidays) as follows:

Number of Ordinary Shifts Worked on Sunday and/or Public Holidays during 1 December - 30 November or Part Thereof	Number of Additional Days Leave
4-10	1
11-17	2
18-24	3
25-31	4
32 or more	5

- (vi) The provisions of this sub-clause (13.8) do not apply to employees who undertake work on Saturday, Sunday or Public Holiday that meets the definition of overtime provided at sub-clause 14.1.
- (vii) The provisions of paragraphs (iv) and (v) of this sub-clause do not apply to casual employees.

A casual employee is an employee engaged and paid on an hourly basis, who receives a casual loading in lieu of all paid leave entitlements.

Casual employees in Workshops who undertake work on weekends will be paid at normal overtime rates (as per Clause 14.3 and Clause 20.5).

Casual employees in Research and Development Division who undertake work on a weekday will be paid the normal casual rate of pay. Any hours worked above 38 hours per week or outside the ordinary hours of work will attract overtime rates (as per Clause 14.3 and Clause 20.5).

Casual employees in Research and Development Division required to work on a Saturday as part of their ordinary hours of work will be paid for that day at a rate of time and a half.

Casual employees in Research and Development Division required to work on a Sunday as part of their ordinary hours of work will be paid for that day at a rate of time and three quarters.

Casual employees in Research and Development Division required to work on a Public Holiday as part of their ordinary hours of work will be paid for that day at a rate of double time and a half.

Casual employees in Research and Development Division who only work on a weekend will be paid for such weekend work as follows:

Saturday - normal rate plus 50% loading (ie: ordinary time and a half)

Sunday - normal rate plus 75% loading (ie: ordinary time and three quarters) with the Superannuation Guarantee Contribution paid on ordinary time.



## 13.9 Nurseries

## (i) General

The Nursery Management Unit and associated Forests NSW Nurseries trade 7 days a week.

Ordinary hours of work will be 38 hours per week, worked over 19 days of 8 hours each over a four week cycle.

Ordinary hours shall be worked between 6.00 am and 6.00 pm each day.

## (ii) Permanent Nursery employees

Permanent Nursery employees who volunteer for and are rostered for weekend work shall work their ordinary hours on five consecutive days Monday to Sunday between 6.00 am to 6.00 pm. When such employees work their ordinary hours on a Saturday, they shall be paid for that day at the rate of time and a half.

When such employees work their ordinary hours on a Sunday, they shall be paid for that day at the rate of time and three-quarters.

When such employees work their ordinary hours on a Public Holiday they shall be paid for that day at the rate of double time and a half (ie: payment at normal time + overtime at time and a half) with SGC paid on ordinary time.

Employees who work in excess of 38 hours per week or outside their ordinary hours of work shall be paid overtime rates as per Clause 14.3. Employees who work on a Saturday or Sunday after already working their 38 hours for that week shall be paid at overtime rates as per Clause 14.3.

Permanent employees who are rostered to work their ordinary hours on Sundays and/or Public Holidays during period 1 December to 30 November, or part thereof, shall further be entitled to receive additional leave (to compensate for working a number of shifts on Sundays and Public Holidays) as follows:

Number of Ordinary Shifts Worked on Sunday and/or Public Holidays during 1 December - 30 November or Part Thereof	Number of Additional Days Leave
4-10	1
11-17	2
18-24	3
25-31	4
32 or more	5

The provisions of sub-clause 13.9 do not apply to employees who undertake work on Saturday, Sunday or Public Holiday for which overtime is paid as per Clause 14.3.

## (iii) Nursery Casuals

The above provisions of sub-clause 13.9 (ii) do not apply to casual employees.

A casual employee is an employee engaged and paid on an hourly basis, who receives a casual loading in lieu of all paid leave entitlements.

Casual Nursery employees who undertake work on a weekday will be paid the ordinary rate of pay. Any hours worked above 38 hours per week or outside the ordinary hours of work will attract overtime rates as per Clause 14.3 and 20.5.

Casual Nursery employees required to work on a Saturday as part of their ordinary hours of work will be paid for that day at a rate of time and a half.

Casual Nursery employees required to work on a Sunday as part of their ordinary hours of work will be paid for that day at a rate of time and three-quarters.

Casual Nursery employees required to work on a Public Holiday will be paid for that day at a rate of double time and a half (ie: payment at normal time + overtime at time and a half) with SGC paid on ordinary time.

Casual Nursery employees who only work on a weekend are compensated by a casual loading and will be paid for such weekend work as follows:

Saturday - normal rate plus 50% loading (ie: ordinary time and a half)

Sunday - normal rate plus 75% loading (ie: ordinary time and three quarters).

#### 13.10 On-Call' Arrangements and Allowances - Workshops Only.

In Workshops it is proposed that staff will be placed on an on-call roster at each appropriate location and all such staff on the roster will be compensated by a \$10.00 weekly payment. In the week they are actually required for on-call duty a further \$50.00 will be paid. If called out, the minimum payment for recall is 2 hours at the appropriate penalty rate.

There is an expectation that Workshops employees will participate in an on-call roster to meet fire season and operational requirements. Fire Ground and operational rosters will include a minimum of three (3) employees to ensure reasonable apportionment of on-call. If there are less than three (3) employees on a roster, such arrangements will be by agreement. Where three (3) or more employees are available to be placed on a roster they will not unreasonably refuse to be placed on a roster (refer to Clause 25 Fire Ground Work - Workshops Employees).

Employees will be given reasonable notice of the requirement to be on-call. Roster arrangements will be established two (2) weeks prior to a roster commencing (unless prior arrangements are made). Forests NSW management will make allowances for any special circumstances known in advance (eg: family matters, illness etc.).

For employees on-call a vehicle will be provided with limited private use so there is personal flexibility. Forests NSW will also provide radio/mobile phone/pager as required to ensure that employees 'on-call' can respond and go to work immediately.

#### 13.11 Temporary Relocation

Reorganisation within Forests NSW along with a shift in work areas necessitated through land management transfer to other agencies such as NPWS will require temporary transfer of employees from time to time.

The underlying principle in such cases will be to give full consideration to individual circumstances and preferences, with identification of volunteers through mutual agreement preferred to supervisor selection of employees to work away from home. Management will ensure maximum notice is given for a temporary transfer with a minimum of: -

Seven (7) calendar days notice for up to two (2) weeks transfer

Ten (10) calendar days notice for two (2) to four (4) weeks transfer, and

Fifteen (15) calendar days notice for over four (4) weeks transfer

Return to home will be provided, if required, each weekend while on transfer.

Applications can be made to return each week-end by workshops staff on an "as needs/compassionate" basis and the Workshops Manager will give consideration to such requests.

Employees permanently transferring between locations within FNSW will be entitled to the provisions of the Transferred Officers Award.

#### 13.12 Self-Managing Work Teams

These teams will be established for activities where greater productivity may be achieved by such a method of working. It is expected that such self-managing work teams may wish to vary the ordinary hours of work or days of work and this may be done through the method provided at sub-clause 13.4 and 13.5.

#### 13.13 Tea Break and Facilities

A tea break during the morning period of not more than twenty minutes duration shall be allowed to each individual employee, at a time to be arranged by Forests NSW, without deduction from their wages.

Provided that Forests NSW may grant a tea break of not more than ten minutes duration during both the morning and afternoon periods of the working day, under the same conditions as above. Where an afternoon tea break is taken Forests NSW may direct that it be taken immediately prior to ceasing time. The taking of the morning tea break shall not necessarily involve a complete stoppage of work.

Forests NSW shall provide employees with an adequate supply of cool and wholesome drinking water.

Employees will be issued with a good quality thermos flask and will provide their own tea and coffee. Lighting fires to burn all day for warmth and cooking is acceptable practice. This does not prevent the boiling of a billy within the two ten-minute or a single twenty-minute break taken each day.

### **14. Overtime (Excluding Fire Fighting)**

#### 14.1 Overtime Definition

Overtime is that time an employee is directed and authorised to work which is either:

- (a) in excess of 38 hours per week; and/or
- (b) outside the ordinary hours of work, as established for each employee under Clauses 13.4 & 13.5.

Overtime will only be payable for time on-duty at the work site. Travel arrangements are covered under Clause 23.2.

Where overtime is to be worked it should be, wherever possible, with the prior approval of management.

#### 14.2 Employees to Work Reasonable Overtime

All employees undertake to work reasonable overtime as requested, where possible, given reasonable notice.

#### 14.3 Overtime Rates

Monday - Saturday - Overtime will be paid for at the rate of time and a half for the first two hours and thereafter at double time, to be calculated on the basis of each completed unbroken period of overtime.

Sundays - double time will be paid for all work performed on Sundays

Public Holidays - double time and a half will be paid for all work performed on public holidays.

#### 14.4 Time off in Lieu of Overtime

Forests NSW may grant compensation for directed overtime worked by granting leave in lieu of payment. The following provisions apply to the leave in lieu:-

- (1) The employee shall advise their supervisor before the overtime is worked or as soon as practicable on completion of overtime that they intend to take leave in lieu of payment.
- (2) The leave shall be calculated at the same rate as would have applied to the payment of overtime in terms of this clause.
- (3) The leave must be taken at the convenience of the department, except when leave in lieu is being taken to look after a sick family member.
- (4) The leave shall be taken in multiples of a quarter day, unless debiting of leave in hours or in fractions of an hour has been approved in the employee's department or section.
- (5) Leave in lieu accrued in respect of overtime worked on other than public holidays shall be given by the Department and taken by the employee within three (3) months of accrual, unless alternate local arrangements have been negotiated between the Department Head and the relevant trade Union(s).
- (6) At the employee's election, leave in lieu accrued in respect of overtime worked on a public holiday may be added to the employee's annual leave credits and may be taken in conjunction with annual leave.
- (7) An employee shall be paid for the balance of any overtime entitlement not taken as leave in lieu.

#### 14.5 Minimum Periods

An employee who works overtime:

- (i) on a Saturday, Sunday or Public Holiday; or
  - (ii) by being recalled after leaving work, prior to their next scheduled period of ordinary time duty,
- shall be paid for no less than four (4) hours work, at the appropriate rate.

Workshops employees "on-call" will be paid in accordance with Clause 13.10 and general field workers "on-call" will be paid in accordance with Clause 24.5.

#### 14.6 Break From Duty - (Overtime)

Following completion of overtime, an employee shall:

- (i) be released from resuming ordinary duty for an unpaid period of ten (10) consecutive hours. This number of hours does not include time spent travelling; or
- (ii) if required to resume or continue working without having had an unpaid break of ten (10) consecutive hours, excluding travel, shall be paid at the rate of double time until such a break is given or where, by mutual agreement, the break is reduced to eight (8) hours, except for fire fighting where the ten (10) hour break must be maintained as per clause 24.10; or
- (iii) work in accordance with the rest provisions contained in the shift work clause 13.6.

Provided that, if the provision of an unpaid break under this sub-clause results in an employee performing less than 38 hours of duty in a week (paid at either ordinary or any other overtime or loaded rate), then any shortfall shall be paid at ordinary rates.

The above ensures a minimum of 38 hours will be paid at ordinary rates to all employees, other than casuals, even when not worked.

#### 14.7 Meal Breaks (Cribs)

- (i) Employees, other than shift workers, shall be entitled to a meal break each day of not less than 30 minutes in duration and not more than one hour; provided that the said meal break shall be taken between 11.30am and 1.30pm. Such meal time shall not count as time worked.
- (ii) No employee will be required to work more than 4 hours without a break or work through penalties will apply as per sub-paragraph (iii) of this clause.
- (iii) Employees who have not been afforded a meal break of at least 30 minutes in duration, commencing by 1.00 pm, shall be paid overtime rates for all time worked between 1.00 pm and the time when they do receive a meal break of no less than 30 minutes.
- (iv) Employees working overtime will be entitled to a paid meal break of 30 minutes -
  - (a) after working 2 hours overtime following the completion of a full period of ordinary time, and where more than 2 hours overtime is required;
  - (b) after working every four hours of overtime without a meal break; and;
  - (c) where overtime on a Saturday, Sunday or Public Holiday continues after 12 noon, in which case the break will occur between 12 noon and 1.00 pm.

#### 14.8 Meal Allowance

Employees who are directed to work overtime and who, through insufficient prior notice ie: less than 12 hours), need to buy meals, shall be paid a meal allowance for any meal break for which they are entitled under paragraph (ii) of subclause 14.7, at the rates specified below:

Breakfast Allowance: When required to start work before 6.00 am	\$21.10
Lunch Allowance: For overtime required to be worked after 1.30 pm on Saturdays, Sundays or Public Holidays	\$21.10
Dinner Allowance: When required to work after 6.00 pm	\$21.10

### 15. Uniforms Carrying Forests NSW Logo

#### 15.1 Uniforms

The wearing of the Forests NSW uniform, when supplied, is compulsory whilst on duty.

The range of uniforms will be determined at the corporate level.

Workplace Managers, in consultation with the Occupational Health and Safety Committee, will determine what is appropriate for their local workplace from the corporate range only.

Employees may choose, with the approval of their Workplace Manager, to include a part issue of the dress uniform in their overall uniform entitlement. Where possible uniforms should be Australian-made.

All Field Workers and Workshop employees will be provided with a Forests NSW uniform consisting of six (6) shirts and a combination of trousers and shorts totalling six (6), a combination of up to a total of three (3) appropriate winter coats, windcheaters or jumpers where appropriate for the climate, five (5) pairs of socks and appropriate boots.

Workshop employees will get an initial issue of (three) 3 pairs of overalls.

Uniforms will be replaced on a fair wear and tear 'as needs' basis.

Casuals:

Casual fieldworkers will be provided with Forests NSW uniforms on the following basis:

Less than 20 days service per year - Nil

21 days-3 months service per year - 2 sets

3-6 months service per year - 3 sets

## 15.2 Boots

The cost of replacement boots up to a maximum of \$266 (inclusive of GST) will be paid annually or boots will be supplied by agreement with affected employees

The cost of replacement boots will be paid annually via one of the following three options:

- (a) Forests NSW purchases direct replacement boots on a "fair wear and tear" basis from an approved list.

This option may be selected by agreement being reached with the majority of affected employees within a Business Unit, or

- (b) An allowance of \$266 will be paid via payroll (subject to tax) on 1 April each year; or
- (c) annual reimbursement, on production of a receipt, to a maximum of \$266 pa which will be reimbursed within two (2) pay periods on production of a receipt.

Fire fighting boots will be supplied separately and replaced on an "as needs" basis.

The boot allowance is to be paid within two (2) pay periods.

Employees are responsible for attending work at all times in boots that meet Forests NSW specifications.

Fire fighting boots will be supplied separately to all employees approved to carry out fire fighting duties.

## 15.3 Casuals - Boot Supply

Forests NSW will supply boots to casual employees.

Casuals engaged primarily for fire fighting will be supplied with fire fighting boots only.

## 16. Tools & Protective Clothing

- (i) All tools required by employees shall be provided free-of-charge by Forests NSW, other than in Workshops where a tool allowance is paid.
- (ii) Approved safety hats shall be provided by Forests NSW and worn as a condition of employment, unless the use of safety hats is specifically exempted by order of the relevant manager.
- (iii) Where necessary, Forests NSW shall provide all necessary personal protective equipment (eg: masks, goggles, gloves and protective glasses and clothing).

- (iv) An employee whose clothing is spoiled by acids or sulphur or other deleterious substances, due to the circumstances of his/her employment, shall be recompensed by his/her employer to the extent of his/her loss.
- (v) All employees engaged on fire fighting shall be issued initially with two pairs of combination overalls. Such protective clothing must be worn whilst fire fighting. Replacement of overalls will be on a 'needs' basis and employees will be responsible for the laundering of their own overalls.

### **17. Use of Casuals and Contractors**

- (i) All employees covered by this Award will, subject to appropriate consultation with the relevant local Union delegate or organiser, agree to work alongside casual employees or contractors engaged to meet short-term demands to maintain efficiencies and to meet specified increased output requirements and productivity levels.
- (ii) Where the work conducted requires specialist skills, tools, plant or equipment, Forests NSW will consider the provision of training and/or hiring of such plant etc to enable its employees to carry out the work.
- (iii) Where it is impractical for work to be carried out by employees because specialist skills and/or equipment are unavailable or the timeframe is unacceptable, contractors may be hired to perform the work.
- (iv) Where work is presently carried out by Forests NSW employees, the parties agree that in order that the issues of contracting out can be fully considered, consultation will take place between Forests NSW and the relevant local Union delegate or organiser prior to initiating any change in the status quo.
- (v) For fire fighting and hazard reduction burning, priority will be given to the use of available trained and qualified Forests NSW employees.
- (vi) Casuals will be employed for periods of no longer than six (6) months.
- (vii) Casuals will be paid for a minimum of 3 hours for each engagement.

### **18. Contractor's Protocol**

Where a contractor or sub-contractor is required to carry out work, Forests NSW will:

Ensure that all tenders are properly scrutinised to ensure that prospective tenderers would, if successful, pay the appropriate Award rate, provide conditions that comply with the Award and other statutory provisions, and meet

Forests NSW specific standards that include safe working practices and compliance with the *Occupational Health and Safety Act 2000*.

On becoming aware that a contractor or sub-contractor is in breach of the terms of the contract in relation to wages and conditions, Forests NSW will require the contractor to rectify the situation immediately.

Should the breaches continue, Forests NSW could implement the penalties under the terms of the contract, which could include terminating the contract if deemed appropriate and necessary.

### **19. Accommodation Expenses**

#### **19.1 Overnight Accommodation (When Away From Home On Work Related Business)**

Accommodation is to be consistent with the Public Sector requirement that reasonable accommodation at a reasonable cost will be provided.

As a guide, accommodation will be, wherever practicable, one person to a room with en-suite bathroom facilities. Facilities are expected to be clean and in good order. The standard will be equivalent to a minimum of the NRMA 3 star definition.

The exception to this guide is for emergency circumstances such as fire fighting. Management must make all possible endeavours to achieve the guideline however, it must be understood that such accommodation at short notice will often be impossible.

Similarly, in some major fire occurrences, all employees must realise that accommodation will be organised by other agencies and may not be to our normal standard.

#### 19.2 Reimbursement of Meal Expenses - No Overnight Stay

Expenses incurred by employees when they are required to travel on official business outside their normal working hours without having to remain away from home base overnight and where meals are not provided by Forests NSW, will be reimbursed to the level specified under this sub-clause. This entitlement to reimbursement is in lieu of any expenses that may otherwise apply under sub-clause 14.7. Receipts will not be required to substantiate meal expenditures claimed up to the levels set below.

Breakfast Expenses: When travel starts before 6.00 am	\$18.90
Lunch Expenses: When the staff member is unable to have lunch at his/her normal workplace	\$21.15
Dinner Expenses: When work or travel goes beyond 6.30 pm	\$36.40

#### 19.3 Reimbursement for Accommodation and Meals - Overnight Stay

- (i) When an employee is required to work away from home base involving an overnight stay, Forests NSW will either:
  - (a) make an arrangement with a provider to meet the actual cost of bed and breakfast and a telephone call home by placing an order on the provider; or
  - (b) provide the employee with a cash advance to meet the expected cost of accommodation.
- (ii) A cash advance will be made to an employee to cover incidentals and meals, except where Forests NSW arranges payment for meals directly with the provider.

That advance will allow for the following level of expenditure:

Breakfast (if not included in the accommodation charge)	up to \$17.20
Lunch (if not included in the accommodation charge)	up to \$19.30
Dinner in the country (if not included in the accommodation charge)	up to \$33.30
Dinner in the city (if not included in the accommodation charge)	up to \$40.65
Incidental Allowance (per night spent away)	\$20.30

- (iii) Receipts will not be required to substantiate meal expenditures claimed up to the levels set in paragraph (ii) above. Expenses incurred over and above these amounts will only be reimbursed where:
  - (a) Receipts substantiating all the meal and incidental expenses for the period away from home base are provided.
  - (b) The total meal and incidental expenses for the time away from home base exceed the total amount to which the employee is entitled under paragraph (ii) above; and



- (c) If the expenses incurred are considered by Forests NSW as being reasonable in the circumstances concerned.
- (iv) Costs incurred other than accommodation, meal or incidental expenses (for example, bus or rail fares), will be reimbursed upon production of receipts. However, where practicable, either an appropriate advance or a cab charge facility will be provided.
- (v) Any extraordinary additional costs incurred at home base and caused directly by the employee being required to travel away from home and remain away overnight will be reimbursed upon production of receipts. Such additional costs might include, for example, emergency childcare.

#### 19.4 Camping Expenses

Employees required to camp out shall be reimbursed for expenses associated with food, other incidental items and the general hardships of camping, as follows:

(a) When camping at an established camp where facilities such as cubicles, a wash house and a kitchen area are already set up.	\$24.00
(b) When camping at a non-established camp (which will include caravans), or where facilities must be set up by the employee.	\$31.80
(c) To cover the cost of hiring additional equipment which Forests NSW is unable to supply.	\$23.70
(d) When the employee supplies their own sheets, blankets or sleeping bag.	\$3.95
(e) When employees camp for more than 40 days.	\$7.60

Please note the above allowances are paid as a daily allowance per each overnight stay.

The incidental allowance as per Clause 19.3 is paid for overnight camping stays as compensation for incidentals incurred (per night away).

## 20. Classifications and Salary Rates

### 20.1 Pay Period

The pay period for ordinary pay shall be the current fortnight. Adjustments for overtime penalties and allowances will be paid either currently or a fortnight in arrears. Refer to Appendix 1, Rates of Pay.

The flexibility provided in this clause allows management to cover most situations to ensure field workers are paid on the Thursday following the end of the period on Sunday.

This flexibility allows management the option of delaying payment by a fortnight of all overtime earned over the last weekend of the pay period, particularly in the instance of ongoing fire fighting activities.

### 20.2 Payment Method

Wages shall be paid into a bank or other account, except in hardship or other exceptional circumstances where payment will be made by cheque subject to cashing facilities being available within twenty-four hours of the employee's normal pay day, provided further that where the employee's normal pay day is a Thursday, cashing facilities shall be available by 5.00 p.m. on that day.

### 20.3 Pay Advice

By Friday (close of business) of pay week, each employee shall be issued with pay advice showing at least the gross amount of wage and the details of any deductions made from the employee's earnings, in accordance with Section 123 of the *Industrial Relations Act 1996*.

### 20.4 Payment on Termination

When an employee is terminated by Forests NSW, the employee shall be paid all of the wages due at the time of the employee's termination. In the case of resignation, the remainder of any wage due to the

employee shall be paid at or before the expiry of notice of resignation. In the case of any delay beyond the time herein stated, the employee shall be paid at the given wage rate for all working time that the employee is kept waiting.

#### 20.5 Rates of Pay for Casual Employees

Casual employees will be paid per hour at the rate of one thirty-eighth of the applicable weekly rate for a full-time employee at the same classification level plus, subject to the provisions of Clause 20:

- (i) for ordinary hours of work, a casual loading of 24.6%, in compensation for the disadvantages of casual work and in lieu of all paid leave entitlements (excluding long service leave), including annual leave (where 24.6% is the cumulative percentage obtained by applying a 15% casual loading and then applying an 8.33% loading in lieu of annual leave);
- (ii) for overtime hours, a casual loading of 15%, in compensation for the disadvantages of casual work, with the hourly rate so obtained then being used as the ordinary rate of pay for the calculation of overtime; provided that casual employees will be paid for a minimum of three hours for each engagement.

#### 20.6 Rates of Pay for Part-Time Employees

Permanent part-time employees will be paid a weekly rate determined by the following formula:

$$\frac{\text{applicable rate for full-time employee at the same classification level} \times (\text{weekly hours of the part-time employee})}{38}$$

#### 20.7 Classification of Employees

The classification of an employee will be determined by the level of responsibility and skill that the employee is required to exercise. The responsibilities and skills required to be exercised at each level in the classification structure are defined in Appendices 3, 4, 5, 6 and 7 along with relevant promotion criteria for advancement between levels.

#### 20.8 Purpose of Classification Structure

All employees agree to the concept of multi-skilling at all levels and recognise that broader job requirements will continue to lead to ongoing elimination of the boundaries between jobs now classified at the same level.

The classification structure is designed to:

- (i) recognise competencies achieved and used;
- (ii) group all employees covered by this Award into one of six (excluding apprenticeship) levels;
- (iii) allow for career progression through the incremental acquisition and use of skills;
- (iv) clarify steps in the career progression beyond which a particular established position is filled through a selection process;
- (v) allow skill deficits to be readily recognised and training programs developed to bridge "gaps"; and
- (vi) facilitate the development of Self-Managing Work Teams.

#### 20.9 Classification Disputes

Please refer to Step 3 of the Grievance and Dispute Handling Procedures at Clause 10.

## 20.10 Higher Duties

- (i) An employee who, for a temporary period, is required to fully exercise the skills and responsibilities of another position occupying a higher classification level than their ordinary level, will be entitled to receive the minimum rate applicable to that higher level in the following circumstances:
  - (a) employees required to perform higher duties in a position classified at or below Level 4, for a full day or part thereof, will be paid at that higher level for the whole day;
  - (b) employees classified at Level 4 or below, who are required to perform higher duties in a position classified at Level 5 or above, involving supervision, for a continuous period of no less than a full working day, will be paid at entry Level 5.1 for the whole day;
  - (c) employees classified at Level 5 or above who are regularly and routinely required to perform higher duties, for a cumulative period of at least five full working days over any four (4) week period, will be paid at the appropriate level for those days on which higher duties is performed pursuant to Appendices 3 and 4 of this Award.
- (ii) Notwithstanding the above, Forests NSW may, at its discretion:
  - (a) pay higher duties to employees who are required to perform non-routine functions at a higher level and who are not otherwise entitled to receive a higher duties payment;
  - (b) pay a partial duties payment to employees who are required to exercise a substantial proportion, but not fully perform, the skills and responsibilities of another position occupying a higher classification level. Such payment to be commensurate with the proportion of skills and responsibilities exercised at the higher level.
- (iii) An employee proceeding on annual leave or sick leave may continue to receive a higher duties allowance provided that the employee has been regularly and consistently in receipt of the allowance immediately prior to commencing leave and would have been reasonably expected to continue on higher duties but for their absence on leave.
- (iv) If higher duties are performed for an extended period (6 months +) then consultation will take place with the appropriate local Union delegate/official.

## 20.11 Performance Pay or Payment by Results

Subject to an employee receiving at least the minimum wage rate to which the employee is entitled under this Award, Forests NSW may remunerate employees under any system of payment by results based on rates which are agreed between Forests NSW, the affected employee(s) and the Union. The terms of such agreements will be subject to consultation with the Union.

## 20.12 Salary Packaging

Salary packaging gives employees the discretion to determine the mix of salary and benefits that will constitute their remuneration package.

It is recommended that employees wishing to commence salary packaging must obtain independent financial counselling to ensure that their salary package suits their personal and financial requirements.

Employees interested in utilising salary packaging should refer to the salary packaging guide on Human Resources Divisions intranet site.

Participation in salary packaging is voluntary. The following benefits are available:

- Additional contributions to First State Super;
- Additional contributions to a private superannuation fund;

Motor Vehicles (for 100% private use) by way of novated lease; and  
Laptop or Notebook computer.

Employees may nominate an annual amount for each of the three benefits, Fringe benefits tax and the administration fee provided that the total amount does not exceed 50% of their salary.

A detailed description is provided in the salary packaging guide on HRD's intranet site or can be obtained from your local office or by contacting Human Resources Division.

#### 20.13 Deduction of Union Membership fees

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

### **21. Rostered Days Off**

#### 21.1 Entitlement

- (i) An employee's ordinary hours will be worked on no more than 19 days in each 28 day cycle, Monday to Sunday with one day in each 28 day period being regarded as a rostered day off (RDO). Each day of paid leave taken and any public holidays occurring during any cycle of four weeks shall, for the purposes of this paragraph, be regarded as a day worked.
- (ii) An employee who has not worked 19 days in a complete 28 day cycle shall receive pro rata accrued entitlements for each day worked (or for each fraction of a day worked), payable for the rostered day off or, in the case of termination of employment, on termination.

#### 21.2 Scheduling RDOs

- (i) An employee's RDO will be scheduled in advance of the 28 day cycle in which it occurs, taking into account the interests of employees and ensuring that Forests NSW operational needs are met having regard to seasonal, climatic and workload factors.
- (ii) With a minimum of twelve (12) hours notice to affected employees and without penalty to Forests NSW, an RDO may be rescheduled once in each 28 day cycle to satisfy operational needs. The agreed substitute RDO is to be provided within the cycle and may only be deferred under circumstances of fire or a similar state of emergency.

### 21.3 Accumulating RDO's

- (i) Where the majority of affected employees agree, each Region or Business Unit may nominate up to five (5) consecutive cycles of four (4) weeks duration during which RDO's will accumulate (that is, will be "banked"). Employees will then be given an opportunity to take their accumulated RDO's prior to the commencement of any further accumulation cycle.
- (ii) Employees may take their accumulated RDO's by agreement with the appropriate Manager:
  - (a) consecutively to a maximum of five (5) days; or
  - (b) by working nine-day fortnights; or
  - (c) by a combination of these two methods.

Employees may agree with their manager to defer taking some of their accumulated RDO's, provided that RDO's are not forfeited and provided that no more than five (5) RDO's are accumulated at any one time.

- (iii) Once scheduled, the only circumstance in which a "banked" RDO will be required to be worked is in fire or similar state of emergency.

## 22. Inclement Weather

### 22.1 Definition

For the purposes of this clause, inclement weather means wet weather or abnormal climatic conditions such as hail, cold, high winds, severe dust storms, extreme high temperature or any combination thereof.

### 22.2 Continuation of Work

Appropriate productive work will be carried out during inclement weather conditions, provided appropriate protective clothing of a high standard suited to local conditions is issued. Decisions on working during inclement weather will rest with the supervisor and, where they exist, by self-managing work teams, consistent with the *Occupational Health and Safety Act 2000* and Regulation 2001:

- (a) In forest Regions, where there are appropriate functions that can be undertaken during inclement weather, then these functions will be undertaken or continue to be undertaken.
- (b) Workshop employees will carry out fieldwork away from normal facilities and under inclement weather conditions as determined by the employee on the job in conjunction with the Workshop Manager.
- (c) Nursery employees will work during inclement weather on both production and customer service, provided that appropriate protective clothing is supplied.

## 23. Travel to and from Work

### 23.1 Agreements

- (i) As far as practical for forest field workers, and particularly where work is performed in gangs, Forests NSW will provide transport to and from the job. Where an employee is picked up by such transport on the way to work and dropped off by it after work, that employee's working day will be deemed to have commenced at a time and place determined through written mutual agreement.
- (ii) Time taken by vehicles provided by Forests NSW shall be no more than is reasonable given the nature of the vehicle and the condition of the road. Transport provided by Forests NSW shall leave promptly on the cessation of work and an employee shall not be required to travel a further

distance than that employee wishes to travel. The vehicle provided shall have suitable seating accommodation and a cover to protect employees from the weather. Employees will not be transported in a vehicle that is carrying explosives.

- (iii) The application of these arrangements is governed by written agreements. The overall objective of these travel arrangements is to optimise time on the work site and reduce time spent at depots and travelling.
- (iv) The requirements under this clause do not apply to Workshops employees.
- (v) **Garaging of Vehicles**

If it is operationally more efficient to garage the Forests NSW vehicle overnight at a particular employee's place of residence, then such arrangements may be made by agreement. Such arrangements will cover, but not be confined to -

- (a) the time and place of commencement of work;
- (b) nomination of pick-up and set-down points;
- (c) nomination of an employee who will be the designated driver of a vehicle and responsible for its overnight garaging at their place of residence; and
- (d) changes which may need to be made to the arrangements depending on the location of the work site.

The travel allowance based solely on a kilometre rate presently being paid for travel to work will continue to be paid to the relevant employees (current and new) for the duration of this Award and variations to it. Provided that where an employee travels alone to and from the job and their home in a Forests NSW vehicle, then that employee's present allowance will be withdrawn.

#### 23.2 Travelling Time (when away from normal workplace; ie: home base)

- (i) Time spent travelling (ie: not driving) on official business during ordinary hours of work is regarded as normal duty and is compensated within an employee's minimum rate of pay as prescribed by Clause 20. Time spent travelling on official business outside ordinary hours of work will attract additional payment calculated at the employee's ordinary rate of pay.
- (ii) Where an employee is required to travel in a Forests NSW vehicle outside of normal working hours when away from home base, the nominated driver of the vehicle shall be paid at the applicable overtime rate. Forests NSW employees travelling in the vehicle as passengers will be paid at ordinary rates of pay.

### **24. Fire Fighting Duty (Applicable Only to Field Employees Engaged in Fire Fighting Duty)**

#### 24.1 Definition

For the purposes of this clause, fire-fighting duty includes:

- (i) Travel to and from the fire, surveillance of a running fire, fire suppression and mop-up (including logistical support, eg: meal delivery, fuel delivery etc), either within or outside normal working hours.

At the completion of mop-up and where subsequent patrol of the fire is undertaken, this will not be considered as fire fighting. If, during the course of this patrol, further active mop-up work is required; eg: use of water or chainsaw work, then this would be paid as fire fighting, provided that a minimum of one (1) hour's work of this nature has been undertaken.

- (ii) Fire stand-by duty, fire detection (both fire tower operation and mobile fire patrol) outside normal working hours.

For the purposes of this clause fire fighting does not include:

hazard reduction burning

travel to and from other Regions to undertake fire fighting

fire detection, both fire tower operation and mobile fire patrol during normal working hours.

Note: - Hazard Reduction (HR) includes both post harvest and broad area burning. In instances where HR burns have minor breakaways and are contained by the crews initially deployed for the hazard reduction operation, this will not be considered to be fire fighting. Where it is necessary to report the breakaway to the office requesting additional resources, this will be considered as fire fighting until the breakaway is contained.

#### 24.2 Fire Fighting Health and Fitness Agreement

In compliance with Forests NSW duty of care, major initiatives have been implemented to improve the fitness standards of Forests NSW employees who are required to undertake fire fighting duties. These initiatives resulted in the Fire Fighting Health and Fitness Agreement (FFHF).

All parties to this award are committed to the principles of fire fighting fitness and are fully committed to implementing the fire fighting health and fitness guidelines as expressed in the FFHF Agreement. The FFHF agreement is to be read in conjunction with this Award. Participation in the Fire Fighting Health and Fitness program is by consent. It is a process established to ensure all available resources for fire fighting are used in roles that suit their medical condition and level of fitness. It has no bearing on employee's normal duties.

An incentive allowance of \$200 per annum will be paid to each permanent fire fighter on passing the Task Based Assessment each fire season. The allowance is an incentive for employees to actively improve their fitness levels to pass both medical and physical tests on an annual basis.

Refer to the FFHF Agreement and Guidelines on Forests NSW intranet site for further details.

For those Fieldworkers conducting Task Based Assessments, and who hold a certificate in the FFHF task based assessment, they will be entitled to a \$6.20 per hour allowance. This allowance will move in line with the Accredited Assessor Allowance.

#### 24.3 Roster Allowance

Permanent and temporary employees on a roster for on-call, stand-by and fire fighting will be paid a roster allowance. The allowance will be \$10 per week for the period of the roster as determined by the Workplace Manager.

#### 24.4 Fire Stand-by Duty Outside Normal Working Hours

Employees may be required to undertake fire stand-by when the fire season situation requires a high state of readiness.

Fire Stand-by Duty will be implemented to enhance Forests NSW state of preparedness and will include fire fighting, as required, the strategic location of field workers for fire lookout and to facilitate quick access to fire and work to be performed in accordance with clause 24.4 (i) below:

- (i) Work performed during fire stand-by duty should be designed so as not to be strenuous, ensuring crews are fresh and ready for fire attack; ie: except in an emergency situation work shall be

generally of a minor nature. Any stand-by duties should enhance the state of fire preparedness. Work should be located at strategic points to facilitate quick access to fire.

Radio, telephone or mobile phone contact must be maintained at all times by work being within hearing distance of either of these communication devices.

Fire stand-by duties can be varied to suit the fire situation and related Occupational Health and Safety needs.

If not so advised within 12 hours of the nominated start time that duty is not required, payment will be two (2) hours at the fire fighting rate (Clause 24.7).

#### 24.5 On-Call Duties

Employees may be required to be on-call and available for fire fighting duties generally during periods of a low state of fire preparedness. 'On-call' provisions are not intended to be, nor should they be seen as, a substitute for fire stand-by duty.

It is expected that "on-call" will only apply intermittently and for very short periods (eg: right at the beginning or right at the end of a fire season) and nominated persons will be paid \$50 per week to be "on-call". If called out, the minimum payment for recall is 2 hours at the applicable penalty rate.

For employees on call a vehicle will be provided with limited private use so there is personal flexibility. Forests NSW will also provide radio/mobile phone/pager as required to ensure the Field Worker 'on-call' can respond and go to work immediately.

#### 24.6 Minimum Periods

An employee who works overtime:

- (i) on a Saturday, Sunday or public holiday; or
- (ii) by being recalled after leaving work, prior to their next scheduled period of ordinary time duty shall be paid for no less than four (4) hours work, at the appropriate rate, excepting employees "on-call" who will be paid in accordance with Clause 24.5 above.

#### 24.7 Fire Fighting Loading

Fire fighting will be compensated by a loading in lieu of the overtime rates and conditions specified in Clause 14 and the benefits associated with ordinary time on duty on Saturdays, Sundays and Public Holidays specified in sub-clause 26.3.

The rates for the loading are:

Time of Fire Fighting Duty	Loading
During normal working hours Monday to Friday	Time and a quarter
Outside normal working hours, Monday to Friday	Time and three quarters
On Saturdays	First two hours at time and half Double time thereafter
On Sundays	Double time
On Public Holidays	Double time and half

In applying the above, no employee should revert to a lower loading during a current shift whilst fire fighting.

In calculating this loading for casual employees, the time and a quarter loading will be calculated after inclusion of the 24.6% casual loading; whereas all other loadings will be calculated after the inclusion of the 15% casual loading only.



#### 24.8 Normal Working Hours

For the purposes of sub-clauses 24.1 and 24.5 normal working hours are the ordinary working hours within the span of hours specified for an employee under Clause 13.4.

#### 24.9 Meal Breaks (Cribs)

Employees working overtime will be entitled to a paid meal break of 30 minutes -

- (a) after working 2 hours overtime following the completion of a full period of ordinary time, where more than 2 hours overtime is required;
- (b) after working every four hours of overtime without a meal break; and
- (c) where overtime on a Saturday, Sunday or Public Holiday continues after 12 noon, in which case the break will occur between 12 noon and 1.00 pm.

#### 24.10 Break from Duty

Following completion of duty, an employee shall either:

- (i) Be released from resuming ordinary duty for a period of ten (10) consecutive hours; ie: once at home or at alternate accommodation (eg: hotel, motel or camp). This number of hours does not include time spent travelling; or,
- (ii) If required to resume or continue working without having had a break of ten (10) consecutive hours, excluding travel, shall be paid at the rate of double time until such a break is given.
- (iii) Where fire fighting for one night results in part or all of the 10 hour break occurring in the next day's ordinary hours of work there will be no loss of pay for those ordinary hours.

Fire Fighting for one night will result in payment at ordinary time for any of the 10 hour break which continues into the next day's ordinary hours of work as per Clause 13.4.

Fire fighting beyond one continuous night (ie: goes into the second and subsequent nights) will be deemed to be a shift situation. In this instance, any ten (10) hour break occurring during ordinary hours of work will not be a paid break, provided that when reverting to normal duties (within a normal working week) that each employee will be entitled to a minimum of ten (10) consecutive hours break without any loss of pay for ordinary hours of work occurring during that break.

The above ensures a minimum of 38 hours will be paid at ordinary rates to all employees, other than casuals, even when not worked.

#### 24.11 Travel To and From Fires

Fire fighting commences from the time the employee leaves home or alternate accommodation, and finishes when the employee returns home or returns to the alternate accommodation (door to door).

Note, however, stand-by, patrol and fire tower duty during normal hours is not considered fire fighting and by mutual agreement the break from duty may be reduced to 8 hours. Furthermore the travel to and from work provisions for these duties will be in accordance with the signed workplace agreements.

#### 24.12 General Fire Fighting Requirements

- (i) For fire fighting and hazard reduction burning in Forests NSW, priority will be given to the use of available Forests NSW employees.

- (ii) All employees engaged on fire fighting shall be issued initially with two pairs of fire fighting overalls and one pair of approved fire fighting boots. Such protective clothing and boots must be worn whilst fire fighting. Replacement of fire fighting overalls and boots will be on a 'needs' basis and employees will be responsible for the laundering of their own clothing.

#### 24.13 Meals

Forests NSW is committed to providing drinks and nutritious, hot meals of a high standard wherever possible. Emergency conditions and locations of fires do not always make this possible in which case Forests NSW would provide a satisfactory alternative (eg: combination of sandwiches, hot drinks, cold food, cold drinks, fruit and snack packs).

Forests NSW will endeavour to provide meals for the initial (24 hours) attack in fire fighting situations.

Forests NSW will provide adequate notice to employees as to whether drinks and food will, or will not be provided by Forests NSW. For the purposes of this sub-clause, sufficient notice of at least 10 hours will be given prior to the commencement of overtime or such lesser period as is reasonable in the circumstances.

Employees, who are directed to work second and subsequent shifts, and have been given reasonable notice to do so, should ensure they provide for themselves adequate food provisions for meal breaks each four (4) hours, for up to a 14-hour shift.

In the unlikely circumstance where employees, either through insufficient notice to provide their own meals or where no meal has been provided, need to purchase meals, these employees shall be paid meal allowances at the rates specified below:

Breakfast Allowance:	\$21.10
Lunch Allowance:	\$21.10
Dinner Allowance:	\$21.10

NB: Receipts are only required if an employee exceeds an allowance provided above.

The above meal allowances are linked to movements in rates expressed in the Crown Employees (Public Sector Conditions of Employment) Award 2002.

#### 24.14 Accredited Assessors Allowance - Task Based Assessments (FFHF)

Field workers conducting task based assessments associated with the Fire Fighting Health and Fitness Program, who hold a certificate in task based assessment, will be paid \$6.20 per hour for time spent in preparation, delivery, assessment and reporting of Task Based Assessments.

This allowance will move in line with the general Accredited Assessors Allowance.

### 25. Fire Ground Work - Workshops Employees

In recognition that Workshop employees may occasionally be required to undertake field-based repairs and service in active fire conditions, the following fire ground loadings will apply. The Workshops Fire Ground Loadings will only be payable in instances where workshops employees are required to undertake emergency repairs and servicing on vehicles and plant that cannot be removed from the immediate, active fire ground (that is, up to and including mop-up stage). They are not applicable to work undertaken in staging areas, workshops or elsewhere, other than the immediate, active fire ground and travel to and from the active fire ground. Payment is in recognition of the unique adverse conditions encountered in emergency repair and servicing of vehicles and plant in the immediate, active fire ground. Priority will be given to the use of available permanent Forests NSW employees in undertaking this work.

The loadings will also have application where workshops employees are directed to provide other on site support to active fire ground operations (up to and including mop-up stage). Work undertaken on site during back burning operations are also included in this clause.

Work directed to be undertaken by Workshops employees on an active fire ground (that is, up to and including mop-up stage) will be compensated by a loading in lieu of the overtime rates and conditions specified in Clause 14 and the benefits associated with ordinary time on duty on Saturdays, Sundays and Public Holidays specified in sub-clause 26.3.

The rates for the loading are:

Time of Fire Ground Work	Loading
During normal working hours Monday to Friday	Time and a quarter
Outside normal working hours, Monday to Friday	Time and three quarters
On Saturdays	First two hours at time and half Double time thereafter
On Sundays	Double time
On Public Holidays	Double time and half

In applying the above, no employee should revert to a lower loading during a current shift whilst working on an active fire ground.

In calculating this loading for casual employees, the time and a quarter loading will be calculated after inclusion of the 24.6% casual loading; whereas all other loadings will be calculated after the inclusion of the 15% casual loading only.

Refer to Clause 13.10 for On-call Arrangements for Workshops. Where on -call is activated the Fire Ground loading commences from the time the employee leaves home or alternate accommodation, and finishes when the employee returns home or returns to the alternate accommodation (door to door).

#### 25.1 Normal Working Hours

For the purposes of sub-clause 13.10 normal working hours are the ordinary working hours within the span of hours specified for an employee under Clause 13.4.

#### 25.2 Meal Breaks - (Cribs)

Employees working overtime will be entitled to a paid meal break of 30 minutes -

- (a) after working 2 hours overtime following the completion of a full period of ordinary time, where more than 2 hours overtime is required;
- (b) after working every four hours of overtime without a meal break; and
- (c) where overtime on a Saturday, Sunday or Public Holiday continues after 12 noon, in which case the break will occur between 12 noon and 1.00 pm.

#### 25.3 Fire Ground Meals

Forests NSW will endeavour to provide meals where Workshops employees are required to attend for fire ground duties for the initial (24 hours) attack. Forests NSW is committed to providing drinks and nutritious, hot meals of a high standard wherever possible. Emergency conditions and locations of fire grounds do not always make this possible in which case Forests NSW would provide a satisfactory alternative (eg: combination of sandwiches, hot drinks, cold food, cold drinks, fruit and snack packs).

Forests NSW will provide adequate notice to employees as to whether drinks and food will, or will not be provided by Forests NSW. For the purposes of this sub-clause, sufficient notice of at least 10 hours will be given prior to the commencement of overtime or such lesser period as is reasonable in the circumstances.

Employees, who are directed to work second and subsequent shifts on fire ground duties, and have been given reasonable notice to do so, should ensure they provide for themselves adequate food provisions for meal breaks each four (4) hours, for up to a 14-hour shift.

In the unlikely circumstance where employees, either through insufficient notice to provide their own meals or where no meal has been provided when undertaking fire ground duties in accordance with this sub clause, need to purchase meals, these employees shall be paid meal allowances at the rates specified below:

Breakfast Allowance:	\$21.10
Lunch Allowance:	\$21.10
Dinner Allowance:	\$21.10

NB: Receipts are only required if an employee exceeds an allowance provided above.

The above meal allowances are linked to movements in rates expressed in the Crown Employees (Public Sector Conditions of Employment) Award 2002.

#### 25.4 Break from Duty

Following completion of duty, an employee shall either:

- (i) Be released from resuming ordinary duty for a period of ten (10) consecutive hours; ie: once at home or at alternate accommodation (eg: hotel, motel or camp). This number of hours does not include time spent travelling; or,
- (ii) If required to resume or continue working without having had a break of ten (10) consecutive hours, excluding travel, shall be paid at the rate of double time until such a break is given.

The above ensures a minimum of 38 hours will be paid at ordinary rates to all employees, other than casuals, even when not worked.

#### 25.5 Fire Fighting Health and Fitness Agreement

In recognition that Workshops employees are on occasion required to provide support on active fire grounds, and as an expression of Forests NSW duty of care, Forests NSW will continue to allow Workshops employees to undertake all levels of the Fire Fighting Health and Fitness program.

The Fire Fighting Health and Fitness agreement is to be read in conjunction with this Award. Participation in the Fire Fighting Health and Fitness program is by consent. It is a process established to ensure all available resources are used in roles that suit their medical condition and level of fitness. It has no bearing on employee's normal duties.

An incentive allowance of \$200 per annum will be paid to each permanent Workshops employee on passing the Task Based Assessment each fire season. The allowance is an incentive for employees to actively improve their fitness levels to pass both medical and physical tests on an annual basis.

Refer to the FFHF Agreement and Guidelines on Forests NSW intranet site for further details.

### 26. Leave

#### 26.1 General Provisions - Ministerial Leave Conditions (MLC)

Refer to Regional Office or HR Unit for copy of MLC

Where the conditions of the Award are superior to those existing in the Ministerial Leave Conditions, then the conditions of the Award shall prevail.

Forests NSW shall be bound by the provisions of the Uniform Leave Conditions for Ministerial employees, subject to the amendments and additions specified in this clause.

#### 26.2 Sick Leave

- (i) Sick leave will accrue on a calendar year basis, with the full annual entitlement of 15 days paid leave being available from 1 January each year for employees employed as of that date.
- (ii) New employees who commence after 1 January will receive a pro-rata credit for that proportion of the calendar year remaining. Sick leave taken during the first three months of employment will only be paid upon the completion of three months service and following one month's continuous service without the taking of any sick leave, up to a maximum entitlement of 15 days paid sick leave per annum.
- (iii) Unused sick leave entitlements will accrue, in accordance with Ministerial Leave Conditions.

#### 26.3 Public Holidays

Payment (to the extent which would ordinarily have been paid had the day been a working day) shall be made for the following days:

New Years Day  
Australia Day  
Good Friday  
Easter Monday  
Easter Saturday  
Anzac Day  
Queen's Birthday  
Christmas Day  
Boxing Day  
Labor Day

whenever celebrated, and all other gazetted holidays proclaimed to operate throughout the State of NSW.

#### 26.4 Union Picnic Day

- (i) The first Monday in August of each year shall be the Union Picnic Day
- (ii) All Union members shall, as far as practicable, be given and shall take this day as Picnic Day and shall be paid to the extent to which they would ordinarily have been paid had the day been a working day. Any Union member required to work on this day shall be paid at the rate of double time and a half for not less than four hours work.
- (iii) Members of relevant Unions named in this Award may be required to produce evidence of Union membership (ie: membership ticket).

#### 26.5 Recreation Leave Management

When an employee has achieved an accrual of thirty (30) days recreation leave (maximum accrual without forfeit is 40 days) their manager or supervisor will discuss the management of that accrued recreation leave with the employee, so that it may be taken at a time which suits the operational needs of Forests NSW and the needs of the individual. Accrual over 40 days is not permitted without written approval of the Workplace Manager.

#### 26.6 Personal Carers Leave

Personal/carer's leave is leave which may be granted to employees to provide care and support for a family member as described below, who is sick.

Under the personal/carer's leave provisions, paid sick leave and time off in lieu of payment for overtime are specifically for the purpose of caring for the sick family member. Access to recreation leave and make-up time are facilitative provisions which enable employees to combine paid employment with other responsibilities. In addition personal/carers leave may be taken as leave without pay.

Like sick leave, personal/carer's leave should be managed in a fair and equitable way and mechanisms put in place to monitor sick leave taken as personal/carer's leave.

It is important that departments ensure that separate records are maintained for sick leave taken by the employee for their own illness and for a sick family member.

Personal/carer's leave is not available to casual employees.

#### 26.7 Family and Community Service Leave

A department head must grant an employee some or all of the available family and Community service leave on full pay to accommodate emergencies or personal or domestic circumstances requiring leave.

Appropriate situations may include but are not limited to the following:

Compassionate grounds such as the death or illness of a close member of the family or a member of the employee's family group living in the same domestic dwelling.

Accommodation matters up to one day such as attendance at court as defendant in an eviction action, arranging accommodation, or when required to remove furniture and effects.

Emergency or weather conditions such as when flood, fire, snow, earthquake and so on threatens lives or property or prevents an employee from reporting for duty.

Other personal circumstances such as citizenship ceremonies, parent-teacher interviews or attending the child's school for other reasons.

Attendance at court by an employee to answer a charge for a criminal offence, if the department head considers the granting of family and community service leave to be appropriate in a particular case.

Employees who are prevented from attending work at a normal work location due to a major transport disruption.

Employees who are selected to represent Australia or the State as competitors in major amateur sport (other than Olympic or Commonwealth Games).

Employees who hold office in local government other than as a Mayor or President of a council, or chair of a county council, in order to attend meetings, conferences or other duties associated with that office, if those duties necessitate absence during normal working hours.

Family and community service leave is not available to casual employees.

#### Definitions:

"Family" or "relative" used here means:

a spouse of the employee; or

a defacto spouse, being a person of the opposite sex to the employee who lives with the employee as her husband or his wife on a bona fide domestic basis although not legally married to that employee; or

a child or an adult son or daughter (including an adopted child, a stepchild, a foster child or an ex-nuptial child), parent (including a foster parent and legal guardian), grandparent, grandchild or sibling of the employee or of the spouse or of the 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 family group living in the same domestic dwelling.

In this definition:

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

"affinity" means the relationship that one spouse or partner has to the relatives of the other spouse or partner.

Entitlement

Paid Leave

#### EMPLOYEES WORKING A 5 DAY WEEK

The maximum amount of family and community service leave on full pay which may be granted is whichever is the greater of:

2½ working days during the first year of service and 5 working days in any period of 2 years after the first year of service; or

1 working day for each year of service after 2 years of continuous service

less any period of short leave or family and community service leave already taken.

#### EMPLOYEES WORKING A 6 DAY WEEK

The maximum amount of family and community service leave on full pay which may be granted is:

3 working days during the first year of service and 6 working days in any period of 2 years after the first year of service; or

1 working day for each year of service after 2 years of continuous service

less any period of short leave or family and community service leave already taken.

#### EMPLOYEES WORKING A 7 DAY WEEK

The maximum amount of family and community service leave on full pay which may be granted is:

3½ working days during the first 12 months of service and 7 working days in any period of 2 years after the first year of service; or

1 working day for each year of service after 2 years of continuous service

less any period of short leave or family and community service leave already taken.

Additional Leave

If available family and community service leave is exhausted as a result of natural disasters, the department head must consider applications for additional family and community service leave, if some

other emergency arises. For example, on the death of a person defined above additional paid family and community service leave of up to 2 days may be granted to an employee on an individual and situational basis.

#### Other Leave

Department heads may grant employees other forms of leave such as accrued recreation leave, time off in lieu, flex leave and so on for family and community service leave purposes.

#### Illness of Family Member

In cases of illness of a family member for whose care and support the employee is responsible, the employee may take accrued paid sick leave when paid family and community service leave has been exhausted. For further information see Personal/Carer's Leave.

#### 26.8 TRADE UNION TRAINING LEAVE

The parties agree that leave be granted in accordance with the Ministerial Leave Conditions as follows:

Leave may be granted up to a maximum of twelve (12) working days in any period of two (2) years to employees who are members of registered industrial Unions to attend short training courses or seminars, subject to the following conditions:

- (a) that the employer's operating requirements permit the grant of leave and the employee's absence does not require the employment of relief staff;
- (b) the leave of absence will be granted at ordinary pay, ie: payment is not to include shift allowances, penalty rates or overtime;
- (c) leave granted will count as service for all purposes;
- (d) expenses associated with attendance at such courses or seminars; eg: fares, accommodation and meal expenses will be met by employee concerned, except where the duration of the course is one day or more requiring an overnight stay, Forests NSW will reimburse the cost of accommodation and meals for one day only.
- (e) applications for leave must be accompanied by a statement from the relevant Union that it has nominated the employee concerned for such course or seminar or that it supports their application.

Subject to the maximum prescribed above, leave may include travelling time required during working hours to attend such courses or seminars.

#### 26.9 PARENTAL LEAVE

Parental leave includes maternity, adoption leave and "other parent" leave.

- (a) Maternity leave shall apply to a staff member who is pregnant and, subject to this clause the staff member shall be entitled to be granted maternity leave as follows:
  - (1) For a period up to 9 weeks prior to the expected date of birth; and
  - (2) For a further period of up to 12 months after the actual date of birth.
  - (3) A staff member who has been granted maternity leave and whose child is stillborn may elect to take available sick leave instead of maternity leave.



- (b) Adoption leave shall apply to a staff member adopting a child and who will be the primary care giver, the staff member shall be granted adoption leave as follows:
- (1) For a period of up to 12 months if the child has not commenced school at the date of the taking of custody; or
  - (2) For such period, not exceeding 12 months on a full-time basis, as the Department Head may determine, if the child has commenced school at the date of the taking of custody.
  - (3) Special Adoption Leave - A staff member shall be entitled to special adoption leave (without pay) for up to 2 days to attend interviews or examinations for the purposes of adoption. Special adoption leave may be taken as a charge against recreation leave, extended leave, flex time or family and community service leave.
- (c) Where maternity or adoption leave does not apply; "other parent" leave is available to male and female staff who apply for leave to look after his/her child or children. Other parent leave applies as follows:
- (1) Short other parent leave - an unbroken period of up to 8 weeks at the time of the birth of the child or other termination of the spouse's or partner's pregnancy or, in the case of adoption, from the date of taking custody of the child or children;
  - (2) Extended other parent leave - for a period not exceeding 12 months, less any short other parental leave already taken by the staff member as provided for in paragraph (1) of this subclause. Extended other parental leave may commence at any time up to 2 years from the date of birth of the child or the taking of custody of the child.
- (d) A staff member taking maternity or adoption leave is entitled to payment at the ordinary rate of pay for a period of 14 weeks, a staff member entitled to short other parent leave is entitled to payment at the ordinary rate of pay for a period of up to 1 week, provided the staff member:
- (1) Applied for parental leave within the time and in the manner determined set out in subclause (i) of this clause; and
  - (2) Prior to the commencement of parental leave, completed not less than 40 weeks' continuous service.
  - (3) Payment for the maternity, adoption or short other parent leave may be made as follows:
    - (i) in advance as a lump sum; or
    - (ii) fortnightly as normal; or
    - (iii) fortnightly at half pay; or
    - (iv) a combination of full-pay and half pay.
- (e) Payment for maternity, adoption or other parent leave is at the rate applicable when the leave is taken. A member of staff holding a full time position who is on part time leave without pay when they start parental leave is paid:
- (1) at the full time rate if they began part time leave 40 weeks or less before starting maternity, adoption or other parent leave;
  - (2) at the part time rate if they began part time leave more than 40 weeks before starting maternity, adoption or other parent leave and have not changed their part time work arrangements for the 40 weeks;

- (3) at the rate based on the average number of weekly hours worked during the 40 week period if they have been on part time leave for more than 40 weeks but have changed their part time work arrangements during that period.
- (f) A staff member who has taken no more than 12 months full time maternity, adoption or other parent leave or its part time equivalent is entitled to be paid at their normal rate (ie the rate at which they were paid before proceeding on parental leave) for another period of such leave regardless of whether they resume their normal hours of work before proceeding on leave for another pregnancy or adoption.
- (g) Except as provided in subclauses (d), (e) and (f) of this clause, maternity, adoption or other parent leave shall be granted without pay.
- (h) Right to request
  - (1) A staff member who has been granted maternity, adoption or other parent leave in accordance with subclause (a), (b) or (c) may make a request to the Department Head to:
    - (i) extend the period of unpaid maternity, adoption or other parent leave for a further continuous period of leave not exceeding 12 months;
    - (ii) return from a period of full time maternity, adoption or other parent leave on a part time basis until the child reaches school age (Note: returning to work from parental leave on a part time basis includes the option of returning to work on part time leave without pay);to assist the staff member in reconciling work and parental responsibilities.
  - (2) The Department Head 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 Department Head's business. Such grounds might include cost, lack of adequate replacement staff, loss of efficiency and the impact on customer service.
- (i) Notification Requirements
  - (1) When a 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 (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) Staff member's request and the Department Head's decision to be in writing.

The staff member's request and the Department Head's decision 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 (or possible just cross reference back up) 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.
- (j) A staff member has the right to his/her former position
- (1) if she/he has taken approved leave or part time work in accordance with subclause (h), and she resumes duty immediately after the approved leave or work on a part time basis.
- (k) If the position occupied by the staff member immediately prior to the taking of maternity, adoption or other parent leave has ceased to exist, but there are other positions available that the staff member is qualified for and is capable of performing, the staff member shall be appointed to a position of the same grade and classification as the staff member's former position.
- (l) A staff member does not have a right to her/his former position during a period of return to work on a part time basis. If the Department Head approves a return to work on a part time basis then the position occupied is to be at the same classification and grade as the former position.
- (m) A staff member who has returned to full time duty without exhausting their entitlement to 12 months unpaid maternity, adoption or other parent leave is entitled to revert back to such leave. This may be done once only, and a minimum of 4 weeks notice (or less if acceptable to the department) must be given.
- (n) A staff member who is sick during her pregnancy may take available paid sick leave or accrued recreation or extended leave or sick leave without pay. A staff member may apply for accrued recreation leave, extended leave or leave without pay before taking maternity leave. Any leave taken before maternity leave ceases at the end of the working day immediately preceding the day she starts her nominated period of maternity leave or on the working day immediately preceding the date of birth of the child, whichever is sooner.
- (o) A staff member may elect to take available recreation leave or extended leave within the period of maternity, adoption or other parent leave provided this does not extend the total period of such leave.
- (p) A staff member may elect to take available recreation leave at half pay in conjunction with maternity, adoption or other parent leave subject to:
- (i) accrued recreation leave at the date leave commences is exhausted within the period of maternity, adoption or other parent leave

- (ii) the total period of maternity, adoption or other parent leave, is not extended by the taking of recreation leave at half pay
- (iii) When calculating other leave accruing during the period of recreation leave at half pay, the recreation leave at half pay shall be converted to the full time equivalent and treated as full pay leave for accrual of further recreation, extended and other leave at the full time rate
- (q) If, for any reason, a pregnant staff member is having difficulty in performing her normal duties or there is a risk to her health or to that of her unborn child the Department Head, should, in consultation with the member of staff, take all reasonable measures to arrange for safer alternative duties. This may include, but is not limited to greater flexibility in when and where duties are carried out, a temporary change in duties, retraining, multi-skilling, teleworking and job redesign.
- (r) If such adjustments cannot reasonably be made, the Department Head must grant the staff member maternity leave, or any available sick leave, for as long as it is necessary to avoid exposure to that risk as certified by a medical practitioner, or until the child is born which ever is the earlier.
- (s) Communication during maternity, adoption or other parent leave
  - (1) Where a staff member is on maternity, adoption or other parent leave and a definite decision has been made to introduce significant change at the workplace, the Department 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 staff member held before commencing maternity, adoption or other parent leave; and
    - (ii) 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 maternity, adoption or other parent leave.
  - (2) The staff member shall take reasonable steps to inform the Department Head about any significant matter that will affect the staff member's decision regarding the duration of maternity, adoption or other parent 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.
  - (3) The staff member shall also notify the Department Head of changes of address or other contact details which might affect the Department's capacity to comply with paragraph (1).

## 26.10 CASUAL LEAVE ENTITLEMENTS

Casual employees shall 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 Clause 12 (iv)(d) of the Crown Employees (Public Service Conditions of Employment) Reviewed Award 2006;

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).

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

- (ii) the employee or employee's spouse is pregnant; or
- (iii) 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) Personal Carer's Entitlement in accordance with Clause 12(v) of the Crown Employees (Public Service Conditions of Employment) Reviewed Award 2006;
  - (i) Casual employees are entitled to not be available to attend work, or to leave work if they need to care for a family member (as described 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 (iv), and the notice requirements set out in (v).
  - (ii) 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.
  - (iii) A Department Head must not fail to re-engage a casual employee because the employee accessed the entitlements provided for in this clause. The rights of an employer to engage or not to engage a casual employee are otherwise not affected.
  - (iv) The casual employee shall, if required;
    - (a) establish either by production of a medical certificate or statutory declaration, the illness of the person concerned and that the illness is such as to require care by another person, or
    - (b) establish by production of documentation acceptable to the employer or a statutory declaration, the nature of the emergency and that such emergency resulted in the person concerned requiring care by the employee.

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

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

A family member for the purposes of Paragraph 2 (i) above is:

- (a) a spouse of the staff member; or
- (b) a defacto 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 and legal guardian), grandparent, grandchild or sibling of the staff member or of spouse or of defacto spouse of the staff member; or

- (d) a same sex partner who lives with the staff member as the defacto 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.
- (c) Bereavement entitlement in accordance with Clause 12(vi) of the Crown Employees (Public Service Conditions of Employment) Reviewed Award 2006;
- (i) 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).
- (ii) 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.
- (iii) A Department Head must not fail to re-engage a casual employee because the employee accessed the entitlements provided for in this clause. The rights of an employer to engage or not engage a casual employee are otherwise not affected.
- (iv) The casual employee must, as soon as reasonably practicable and during the ordinary hours of the first day or shift of such absence, inform the employer of their inability to attend for duty. If it is not reasonably practicable to inform the employer during the ordinary hours of the first day or shift of such absence, the employee will inform the employer within 24 hours of the absence."

## 26.11 EXTENDED LEAVE ENTITLEMENTS

### 1. Definition of "service"

- (1) "Service" includes:
- (a) in the case of an employee or temporary employee who has completed at least 10 years' service-any period of leave without pay, not exceeding 6 months, taken after 13 December 1963, and
- (b) service occurring before the commencement of this part, including service of the kind referred to in paragraph (a).
- (2) Subject to clauses 2 (3) and 3 (3), for the purpose of determining whether or not an employee or temporary employee has completed at least 10 years' service, as referred to in subclause (1) (a), the employee's or temporary employee's period of service is taken:
- (a) to include any period of leave without pay taken before 13 December 1963, and
- (b) to exclude any period of leave without pay taken after 13 December 1963.

Note: 13 December 1963 was the date of assent to the *Public Service and Other Statutory Bodies (Extended Leave) Amendment Act 1963*.

2. Leave entitlements generally

- (1) After service for 7 years or more but not more than 10 years, an employee or temporary employee is entitled to extended leave, proportionate to his or her length of service, calculated at the rate of:
  - (a) 2 months on full pay, or
  - (b) 4 months on half pay, or
  - (c) one month on double pay,for 10 years served.
- (2) After service for more than 10 years, an employee or temporary employee is entitled to extended leave under subclause (1) in respect of the first 10 years and additional extended leave, proportionate to his or her length of service, calculated at the rate of:
  - (a) 5 months on full pay, or
  - (b) 10 months on half pay, or
  - (c) 2.5 months on double pay,for each 10 years served after the first 10 years.
- (3) For the purposes of this clause, "service" includes any period of leave without pay taken before 13 December 1963.

3. Entitlement to leave if employment terminated in special circumstances

- (1) This clause applies to an employee or temporary employee with at least 5 years' service but less than 7 years' service whose services are terminated:
  - (a) by the employee or temporary employee, for reasons of illness, incapacity or domestic or other pressing necessity, or
  - (b) by the Crown, the Governor or the appropriate Department Head, for reasons other than the employees or temporary employee's serious and intentional misconduct.
- (2) The employee or temporary employee is entitled to:
  - (a) for 5 years' service, one month's leave on full pay, and
  - (b) for further service in excess of 5 years, additional leave proportionate to the employees or temporary employee's length of service (up to but not including 7 years), calculated at the rate of 3 months' leave for 15 years' service.
- (3) For the purposes of this clause, "service" does not include any period of leave without pay, whether taken before, on or after 13 December 1963.

4. Payment of accrued leave on termination of employment

- (1) If an employee or temporary employee has acquired a right to extended leave and his or her services are terminated, the employee or temporary employee may not take the extended leave but is instead to be paid the money value of the extended leave.

- (2) Any pension to which any such employee or temporary employee is entitled under the *Superannuation Act 1916* commences from and including the date on which the employees or temporary employee's extended leave, if taken, would have commenced.

5. Leave to be paid out to dependants in cases of death

- (1) If an employee or temporary employee has acquired a right to extended leave and dies before starting it, or after starting it dies before completing it:
- (a) the employee's or temporary employee's spouse, or
  - (b) if there is no such spouse, the employee's or temporary employee's children, or
  - (c) if there is no such spouse or child, the person who, in the opinion of the appropriate Department Head, was, at the time of the employee's or temporary employee's death, a dependent relative of the employee or temporary employee,

is entitled to receive the money value of the extended leave not taken or not completed.

- (2) If an employee or temporary employee with at least 5 years' service but less than 7 years' service dies:
- (a) the employee's or temporary employee's spouse, or
  - (b) if there is no such spouse, the employee's or temporary employee's children, or
  - (c) if there is no such spouse or child, the person who, in the opinion of the appropriate Department Head, was, at the time of the employee's or temporary employee's death, a dependent relative of the employee or temporary employee,

is entitled to receive the money value of the extended leave that would have accrued to the employee or temporary employee had his or her services terminated as referred to in clause 3 (1).

- (3) If there is a guardian of any child referred to in subclause (1) (b) or (2) (b), the payment to which the child is entitled may be made to the child's guardian for the child's maintenance, education and advancement.
- (4) If:
- (a) no person is entitled to receive a payment under subclause (1) or (2), or
  - (b) it appears to the appropriate Department Head that more than one person is entitled as a spouse to a payment under subclause (1) or (2),

the payment must instead be made to the employee's or temporary employee's personal representatives.

- (5) Any payment under this clause is in addition to any payment due under any Act under which superannuation benefits are paid.
- (6) In this clause, "spouse" of an employee or temporary employee includes a person with whom the employee or temporary employee had a de facto relationship (within the meaning of the *Property (Relationships) Act 1984* ) at the time of his or her death.

6. Certain periods to be disregarded

Any period during which an employee or temporary employee is not employed, as referred to in clause 3 (2) of Schedule 3A, is to be disregarded for the purpose of calculating his or her extended leave entitlement.



7. Leave entitlement reduced by leave already taken or paid out
- (1) The following amounts of extended leave are to be deducted from an employee's or temporary employee's extended leave entitlement:
    - (a) for each period of extended leave taken on full pay-the number of days (or parts of a day) so taken,
    - (b) for each period of extended leave taken on half pay-half the number of days (or parts of a day) so taken,
    - (c) for each period of extended leave taken on double pay-twice the number of days (or parts of a day) so taken,
    - (d) for each period of extended leave in respect of which the employee or temporary employee has been paid the money value-the number of days of extended leave on full pay that is equivalent to the money paid.
  - (2) If a public holiday occurs while an employee or temporary employee is taking extended leave, the amount of extended leave to be deducted is to be reduced by the length of the holiday (one day or half a day, as the case may be).
  - (3) In subclause (2), "public holiday" means any special or public holiday for which the employee or temporary employee is entitled to payment.
8. Extended leave may be postponed for temporary employees

If the period of extended leave to which a temporary employee is entitled under this Schedule exceeds the period for which the employee is employed under this Act, the balance of the period of extended leave may be taken during subsequent periods of employment in the Public Service, but only if each subsequent period of employment commences on the termination of a previous period of employment in the Public Service.

All other provisions concerning extended leave not covered above will be in accordance with the provisions of the Ministerial Leave Conditions.

### **27. First-Aid and Health and Safety Issues**

- (i) Where practicable no less than one of the employees in each gang of 3 or more shall have a recognised qualification in first-aid.
- (ii) A standard first-aid kit shall be provided and maintained by Forests NSW on all work sites to which this agreement applies.
- (iii) On all forests works where more than 50 employees are employed and hospital and/or medical services are not readily available, an equipped first-aid station shall be provided at a readily accessible location.
- (iv) In the event of any serious accident/incident, occurrence or serious illness occurring to any employee whilst at work, in the camp or going to or from the camp, Forests NSW shall provide transport facilities to the nearest hospital or doctor at its expense.
- (v) Any employee at classification level 1 to 4 inclusive who is appointed by Forests NSW to perform first-aid duty to any gang of 3 or more shall be paid a first-aid allowance of \$12 per week. If current employees at Levels 4-6 remain qualified and are performing first aid duties they will continue to receive the first-aid allowance. Any future employees 5.1 and above shall not receive the first-aid allowance.

There should only be one first-aid allowance paid per crew. The above first aid allowance is linked to movement in the relevant rate expressed in the Crown Employees (Public Sector Conditions of Employment) Award 2002.

- (vi) The parties recognise that given the varied and demanding nature of tasks undertaken by employees of Forests NSW, further negotiations will consider health-related issues such as stress management and workplace fitness.

### 28. Area, Incidence and Duration

This Award applies to all classifications listed in Appendices 3, 4, 5 and 7 attached hereto. The Award rescinds and replaces the Forestry Commission of New South Wales trading as State Forests of New South Wales Crown Employees Fieldwork and Other Staff Award 2002-2005 published 9 May 2003, (339 I.G. 330). This Award shall operate from 1 April 2005 and will remain in force till 1 April 2008. (Rates of pay will be instituted by administrative action from the first full pay period on or after 1 April 2005 and will remain in force till 1 April 2008.)

The parties consent that the agreed salary increases (3% + 1% pa over 3 years) and the enhanced suite of leave conditions provided for in this award are conditional upon the extinguishment of all work-value claims up to 30th April 2005.

### 29. Leave Reserved Items

The Classification structures for Nurseries and Research are to be reviewed within the life of this Award.

The Field Worker Classification Structure, including Workshops (Appendix 4), will also be reviewed within the first 12 months of this Award.

## APPENDIX 1

### RATES OF PAY

The minimum weekly rates for full-time employees covered by this Award are:

1/4/2004		1/4/2005 4%	1/4/2006 4%	1/4/2007- 2008 4%
Classification Rate				
1	\$586	\$609	\$633	\$658
2	\$603	\$627	\$652	\$678
3.1	\$628	\$653	\$679	\$706
3.2	\$632	\$657	\$683	\$710
4.1	\$659	\$685	\$712	\$740
4.2	\$670	\$697	\$725	\$754
4.3	\$686	\$713	\$742	\$772
4.4	\$699	\$727	\$756	\$786
5.1	\$728	\$757	\$787	\$818
5.2	\$741	\$771	\$802	\$834
5.3	\$750	\$780	\$811	\$843
6.1	\$822	\$855	\$889	\$925
6.2	\$847	\$881	\$916	\$953
6.3	\$871	\$906	\$942	\$980
6.4	\$893	\$929	\$966	\$1005

**APPENDIX 2****ALLOWANCES**

Past Entitlements Preserved within this Award (Grandfathered Entitlements)

First-aid

Distant places

Western allowance

Definition of Allowances:

"Tool Allowance"

All tools required by employees shall be provided free of charge by Forests NSW, other than in Workshops where a tool allowance of \$23.30 per week shall be paid to trades persons to cover the cost of work-related tools. This allowance is linked to movement in the Skilled Trades Award.

"Mileage"

Should Forests NSW be unable to provide transport and where no public transport is available to transport an employee from his/her residence to their headquarters, depot or centre, or if an employee is required to report at a place other than their headquarters, depot or centre, then Forests NSW shall pay the employee an allowance according to the following scale, viz; where the distance from their residence to the centre or such place is:

3-10 kms	\$4.00
10-20 kms	\$10.90
20-30 kms	\$14.00
30-40 kms	\$20.00
40+ kms	\$22.50

Headquarters, depot or centre means the place where the employee reports for work.

"Working in Sludge"

Those engaged in the handling and spreading of sewerage sludge on a given Forests NSW area will receive, for the period of application only, an allowance of 80¢ per hour.

"Chemical Handling Allowance"

An allowance of \$12 per day is payable to those employees directed to use pesticides and herbicides who are accredited chemical users and where they are required to wear full protection, ie: all of the following; face shields, overalls, elbow length gloves and boots for the application of pesticides and/ or herbicides.

"Accredited Assessor Allowance"

The allowance paid by Forests NSW for nationally accredited assessors will be \$6.20 per hour. This payment will be received for time spent in preparation, delivery, assessment and reporting of accredited courses.

This allowance is payable to nationally accredited assessors who deliver training. It is not restricted to nationally accredited courses but rather has application to any external or Forests NSW courses which result in some form of qualification or accreditation, with the exception of back care (ie those delivering back care

training will receive the allowance for the life of this award). The parties agree to review the operation of this clause during the life of the award.

"Accredited Assessors Allowance - Task Based Assessments (FFHF)"

Field workers conducting task based assessments associated with the Fire Fighting Health and Fitness Program, who hold a certificate in task based assessment, will be paid \$6.20 per hour for time spent in preparation, delivery, assessment and reporting of Task Based Assessments.

This allowance will move in line with the general Accredited Assessors Allowance.

Workshops Allowances:

Note: All Workshops allowances, with the exception of "First Aid" and "Applying Obnoxious Substances", are linked to movement in the Crown Employees (Skilled Trades) Award.

"Applying Obnoxious Substances" is linked to movement in the General Construction and Maintenance, Civil and Mechanical Engineering and C (State) Award as there is no comparable allowance under the Crown Employees (Skilled Trades) Award.

Tool Allowance	Tradespersons	\$23.30 pw
Confined spaces		70¢ ph as at 1.7.2005 73¢ ph as at 1.7.2006
Height money		55¢ ph as at 1.7.2005 57¢ph as at 1.7.2006
Tower allowance		
Above 15 metres		55¢ ph as at 1.7.2005 57¢ ph as at 1.7.2006
Above each additional 15 metres		55¢ ph as at 1.7.2005 57¢ ph as at 1.7.2006
Spray Painting Application		48¢ ph
Applying obnoxious substances		70¢ ph as at 1.7.2005 73¢ ph as at 1.7.2006
First-aid		\$12 per week
Accredited Assessor Allowance		\$6.20 per hour
Field Workers:		
Working in sludge		80¢ ph
Chemical Handling Allowance		\$12 per day
Mileage	3-10 kms	\$ 4.00 per day
	10-20 kms	\$10.90
	20-30 kms	\$14.00
	30-40 kms	\$20.00
	40 + kms	\$22.50
Accredited Assessor Allowance		\$6.20 per hour
Accredited Assessor Allowance (FFHF TBA's)		\$6.20 per hour
First-aid		\$12 per week

**APPENDIX 3****STATEMENT OF RESPONSIBILITY LEVELS AND PROMOTIONAL CRITERIA**

For an employee to be graded to a higher position than the generic level, the position description must be evaluated by the Classification Committee.

Forests NSW will make available to the workforce appropriate training to facilitate advancement through the classification structure.

**LEVELS 1 & 2**

Responsibility	<p>An employee at Level 1 or 2 will:</p> <p>generally work under direct supervision be responsible for identifying and solving minor problems which occur in the workplace be required to work to predetermined standards and outcomes be responsible for keeping their own work area safe and clean show awareness for the relevant Forest Practices Codes</p>
Promotional Criteria	<p>Level 1</p> <p>Six (6) months induction process (within 7 days) and Induction Program.</p> <p>promotion to Level 2 on satisfactory completion and satisfactory attendance and performance history.</p> <p>Level 2</p> <p>Eighteen (18) months Employee Development Program</p> <p>Promotion to Level 3.1 within 18 months on satisfactory completion and satisfactory attendance and performance history.</p>

**LEVEL 3**

Responsibility	<p>An employee at this level will operate under general direction for the whole job. Individual tasks will be completed according to clear, set procedures and standards. An employee will be responsible for the quality of work within these limits.</p> <p>The employee will also be responsible for identifying and solving problems which occur in the work process the Level 3 worker is directly responsible for, and for identifying and reporting problems outside own work process.</p> <p>3.2 Co-ordinator</p> <p>responsible for provision of the co-ordination of work performed by a small group and on-the-job training (non-accredited) for that small group; knowledge and understanding of relevant Forest Practices Codes.</p>
Promotional Criteria	<p>An employee remains at Level 3.1 until capable of effectively performing through assessment or appropriate certification the tasks required of the next level so as to enable progress as a position becomes available.</p> <p>The promotion by merit principle will apply in all cases.</p>

## LEVEL 4

## Responsibility

An employee at this level will operate under general direction for the whole job. In completing individual tasks an employee will work to set standards. An employee will be responsible for the quality of work in own area.

The employee will also be responsible for identifying and solving problems which occur in the work process the Level 4 worker is directly responsible for, and by themselves or with others, identifying, reporting or solving problems outside their work area.

The employee is responsible for application of relevant Forest Practices Codes and Regulatory requirements.

## LEVEL 5

## Responsibility

An employee at this level has greater responsibility than at Level 4 in that the employee may be responsible for the work of others through the monitoring role. The employee will be responsible for work outcomes regarding quantity and quality in own area, including own work and the work of others. The employee may be required to train small groups on-the-job (non-accredited) and/or assess competency of workers in the tasks they perform. They will be responsible for OH&S of those under his control. An employee at this level will be required to exercise judgement in the planning and carrying out of work.

An employee at this level is required to ensure application of relevant Forest Practices Codes and Regulatory requirements.

The employee will also be responsible, with others, for identifying and solving problems in their work areas, if supervising others for initiating, co-ordinating and monitoring problem-solving in own work area, for identifying and reporting problems in other work areas where they affect activity in own work area.

## Promotional Criteria

Level 5.1 is the Supervisor Entry Level and Probationary Period, however, initial appointment can be made at a higher level depending on competencies and relevant experience.

Within 12 months, training will be provided as detailed in Note 18.

Rangers - may progress to Level 5.2 or 5.3 dependent on the role of their position after 12 months experience at 5.1 and being accredited in the training subjects, and displaying satisfactory attendance and performance history.

Works - will progress to Level 5.2 dependent on satisfactory completion of training and satisfactory attendance and performance history and 12 months experience at 5.1.

Progress to 5.3 is dependent upon satisfactory attendance and performance history and 12 months experience at 5.2.

Harvesting - Plantations

as for "Works".

## Harvesting - Native Forests

Progress to levels as determined by position evaluation, after 12 months experience at 5.1, satisfactory completion of training and satisfactory attendance and performance history.

## Promotional Criteria

An employee remains at this level until capable of effectively performing through assessment or appropriate certification the tasks required of the next level so as to enable progress as a position becomes available.

Promotion to levels above 5 on merit principle in all cases.

LEVEL 6
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## Responsibility

Will be as determined by position description.

## Promotional Criteria

Promotion within Level 6 on merit principle in all cases.

An employee at level 6 may be graded to a higher position within this classification than their generic level as indicated in Appendix 4 by evaluation of their position description.

**APPENDIX 4**

**FIELDWORKER CLASSIFICATIONS (does not include Research, Nurseries or Mechanical Trades Staff)**

Level	Job Title and Competencies Required		Responsibility	Notes
	Compulsory	Job Specific		
1.	Employee Induction 1	Survey (Road & Precision) Field Hand Chemical Handling	Level 1 & 2: Workers will generally work under direct supervision (see Schedule 2)	1 Employee Induction Process within 7 days. Employee Induction Program within 6 months, and must include: - OH&S (Level 1) - Fire fighter (Level 1) - First Aid (Non-Accredited) - Aircraft Awareness - Environmental Care - Basic Communication - Backcare
2.	Employee Development 2	Boat (River) Skills Crane Chaser Fire Tower Operator First Aid(Accredited)		
3.1 3	Level 1 & 2 Plus: 4WD Operator (Light) Pump & Foam Chainsaw Crosscut(Level 1) and/or Simple Tree Felling (Level 2) OR Brushcutter and job specific	Tree Disease 4 Noxious Plants 4 Noxious Animals 4 Generators, Mowers, Power Tools, Herbicide Sprayers/ Applicators, Nursery Implements, Tar Sprays, compressor, jack hammer, wacka packa, etc. Flora or Wildlife Identification & Survey Techniques 5 Hand Tool Work, eg: pipe laying, sump cleaning, scrubbing Tallyman, Prescribed Burning - SPD SPECIFIC (for those in plantation works gangs) must have: - Select Trees, Pruning from Ground or Ladder, Planting, Chemical Handling (as appropriate to fertilising and application of herbicides by hand and mechanical means)	Level 3.1: (see Schedule 2)	2 Employee Development within 18 months and must include: - 4WD (Light) - Pumps and Foam - Chainsaw Crosscut (Level 1) / Simple Tree Felling (Level 2), OR Brushcutter  3 At the discretion of the Workplace Manager, a Field Worker may be graded 3.1 without meeting ALL the compulsory competencies.  4 Simple Identification and Control



		<p>SPD Specific - additional silvicultural competencies,</p> <ul style="list-style-type: none"> <li>- Fertilising by hand or machine</li> <li>- Release trees/control weeds</li> <li>- Conduct non-commercial thinning operations</li> <li>- Tree selection, marking &amp; tracking for harvesting (minor instruments, no FS&amp;W accreditation &amp; no inventory work)</li> </ul> <p>Pine Seed Orchard Field Hand</p>		<p>5 Non-Accredited</p> <p>6 3.2 Co-ordinator position is used as HDA when regular supervisor is absent for periods of less than 1 day. If supervisor is frequently absent from the job site for periods of less than 1 day on a regular basis, the position should be permanent 3.2 (with Basic Supervisor Training).</p>
3.2	<p>Level 3.1 Plus:</p> <p>Map Reading Knowledge &amp; understanding of relevant Forest Practices Codes OR Level 3.1 Plus Chainsaw Advanced (Level 3)</p>		<p>Level 3.2: Intermittently responsible for provision of the co-ordination of work performed by a small group and on-the-job training (non-accredited) for that group.</p>	<p>7 With FS&amp;W accreditation, inventory work &amp; complex instruments required.</p> <p>8 Requires LR Licence only</p> <p>9 Some require MR Licence and FS&amp;W Roding (Operator)</p> <p>- All require Environmental Awareness (operator)</p>
4.1	<p>Level 3.1 Plus any of the job specific competencies.</p>	<ul style="list-style-type: none"> <li>- Map Reading</li> <li>- Tree Marking and Tracking<sup>7</sup></li> <li>- Planting Machine</li> <li>- Light Truck 8</li> <li>- Fork Lift</li> <li>- Incendiary Machine Operator</li> <li>- FLIR Operator</li> </ul> <p>Plantations Flora or Wildlife Identification and survey techniques (accredited) Forest Plotting Marvl Inventory 4WD Heavy</p>	<p>Level 4.1: (See Schedule 2) Application of relevant Forest Practices Code.</p>	<p>- Includes towed implements, trailers and powered implements/ attachments.</p>

4.2	Level 3.1 Plus Operator, any of 9 Fire Tanker 10, Single Axle Truck, 2 or 4WD Tractor, FE Loader, Self-propelled Road Roller, S.O.F.T. Truck, Truck + HIAB, Fuel Truck 11, Bobcat Carpenter/tradesman Storeman (no fuel issue)	Native Forests: Flora or Wildlife Identification & survey techniques(accredited) Tree measurement, growth plot establishment, measurement & maintenance.	Level 4.2: As for 4.1	10 Requires map reading  11 Dangerous goods licence as appropriate  12 All require FS & W, roading (operator)
4.3	Level 3.1 + Operator 12: any of Grader, All Bulldozers, Scrapers, Excavator, Backhoe, 140 HP + 4WD Tractor, 4WD Tractor with herbicide application 13, Bogie drive Truck 14, Traxcavator Storeman (with fuel issue)	Note 9.	Level 4.3: As for 4.1	13 Includes operation and maintenance of application equipment and chemical mixing, handling and security.  14 Requires HR Licence
4.4	Co-ordinator 15 4.1 or 4.2 or 4.3 plus Basic Supervisor Skills, Map Reading, FS&W, Roothing (Supervisor), Fire Fighter Level 2 (crew leader) 16  Low Loader Driver 17		Level 4.4: As for 4.1 plus to ensure application of relevant Forest Practices Codes.  Co- ordinate work and/or other Level4 Field Workers AND conduct on-the-job training (non-accredited) as required.	15 Co-ordinator position is used as HDA when regular Supervisor is absent for periods of less than 1 day.  If Supervisor is frequently absent from the job site for periods of less than 1 day on a regular basis, the position should be permanent 4.4.  16 Lower graded employees are paid a higher duties allowance of 4.4 for fire crew leader duties.  17 Requires HC Licence which authorises float driving or towing trailer over 9 tonnes gross mass.

NFD, SPD & HPD					
Compulsory					
5.1 23	<u>Harvesting</u>	<u>Works17 (a)</u>	<u>Rangers</u>	Closely Supervised To ensure application of relevant Forest Practice Codes	General: (Level 5) All include job specific competencies.  17 (a) Works: - plantation establishment, tending & maintenance - general construction, maintenance & protection - Road & precision survey - Inventory (SPD)  18 Entry Level, training must occur within 12 months in: - Fire fighter Level 2 (crew leader) - Basic Computer - Map Reading - Supervisor Skills (advanced - job management skills) - FS&W, harvest or roads (op & sup) - Incident Control System Familiarisation - Workplace Assessor(Non-accredited) - OH&S (Level 2) - Environmental Awareness (Supervisor)  19 Basic Communication skills - Recreation Facilities Maintenance
	3.1 + 18	3.1 + 18	3.1 + 19 Recreation Facilities Maintenance		

5.2	NFD, SPD & Hardwood Plantations Division			Generally Supervised <ul style="list-style-type: none"> <li>To ensure application of relevant Forest Practices Codes</li> <li>Survey Aboriginal Cultural Heritage sites within the Region in line with legislative requirements for the purpose of planning, identification, protection and recommending management practices</li> </ul>	20 Supervise Minor Works Operations  21 Developmental Level (refer Schedule 2)  22 Noxious Animal and/or Weed Control Management does not progress to 5.3.  23 Aboriginal Cultural Heritage Officer positions are designed at three levels i.e. Level 1 (Entry Level) Level 2 & Level 3 . Level 1 can be appointed in the range 5.1 to 5.3 depending on knowledge, skills, experience and responsibility.  Aboriginal Cultural Heritage Officers at Level 5 are able to identify and report on Aboriginal sites and assist in the development of management options to protect those sites.
	Compulsory				
	Harvesting	Works	Rangers		
5.1 Plus FS&W, Harvesting (Operator & Supervisor) 21	5.1 Plus plantation works (20 &21)  5.1 Plus FS&W Roads (Operator & Supervisor) for Road Construction & Maintenance Supervisor (20 & 21)  5.1 Plus Noxious Animal and/or Weed Control  Management 22	Noxious Animal Management and/or Weed Management			
5.3	NFD, SPD & Hardwood Plantations Division			Broadly Supervised  To ensure application of relevant Forest Practices Codes	24 Can supervise several Works Operations Can supervise minor Harvesting Operations  25 Advanced Communications, Presentations Skills, Customer Service.
	Compulsory				
	<u>Harvesting</u>	<u>Works</u>	<u>Rangers</u>		
(24)	(24)	Education and Community Liaison (25)			

	Compulsory	Job Specific		
6.1	Native Forests Division SFO 26 Supervisor Flora & Fauna survey. Supervisor Inventory team.		See schedule 2.	26 SFO - Cypress & Red Gum products.  27 SFO - all other native products  Lower graded employees are paid a higher duties allowance to 6.1 for sector boss work.
6.2	Native Forests Division SFO 27  Softwood Plantations Division Harvesting Operation/ Merchandising Supervisor 28		See schedule 2.  In addition to the duties of the Level 1 ACHO position, assists in developing and implementing training/information programs & sessions on Aboriginal Cultural Heritage issues, including general awareness and more detailed training in specific aspects. Survey Aboriginal Cultural Heritage sites within the Region in line with legislative requirements for the purpose of planning, identification, protection and recommending management practices. Monitor Aboriginal sites within native forest areas managed by Forests NSW and this may also include plantations, and in some instances private property where Forests NSW enters into joint management arrangements.  See schedule 2.	28 Supervises one or more harvesting operations with product segregation, compliance with Code and Harvesting Plan, planning assistance and day-to-day organisational responsibilities.  29 Program coordinator. Can supervise other supervisors from level 5 or 6  In addition to Level 5 criteria, Level 2 ACHO's at Level 6.2 are able to develop co-management projects on State forests, resolve conflict with stakeholder groups and train Forests NSW' staff and Aboriginal community groups in cultural heritage issues  30 Proceed to level 6.3 with a minimum of 2 years experience with satisfactory performance at 6.2 AND responsible for complex operational procedures AND works basically unsupervised.

<p>6.3</p>	<p>Softwood Plantations &amp; Native Forests Divisions Works, road construction and maintenance programs co-ordination 29</p> <p>Native Forests Division Supervising Forest Officer 30</p>			<p>31 Can supervise other supervisors at level 5 or 6.</p> <p>32 Field Workers at this level may also fill positions with a high degree of specialised technical skill.</p>
<p>6.4 31 &amp; 32</p>	<p><u>Native Forests &amp; Softwood Plantations Divisions</u> Harvesting, Merchandising or Harvest Planning Program Coordinator</p> <p><u>Native Forests Division</u></p> <p>SFO Coordinator or Planning Assistant</p>		<p>See schedule 2</p> <p>ACHO Level 3 Participation in Aboriginal Heritage Committees at Regional and Corporate levels. Contribute to the development of forest co-management and/or joint venture management agreements between Forests NSW and the Aboriginal communities.</p>	<p>Lower graded employees are paid a higher duties allowance to 6.4 for divisional commander work.</p> <p>There will generally be no more than 1 ACHO Level 3 in each Region but be responsible for similar duties But is responsible for Maintaining and regulate the Aboriginal Site database and oversight the duties and responsibilities of the Level 2 &amp; 1 ACHO.</p> <p>In addition must Develop, organise and run training/information programs/sessions on Aboriginal Cultural Heritage issues, including general awareness and more detailed training in specific aspects.</p>

**APPENDIX 5****MECHANICAL & RADIO SERVICES****MECHANICAL TRADES CLASSIFICATIONS**

Skill Level	Wage Points	Responsibility	Skills	Knowledge
Mechanical Tradesperson Grade 1	FW 4.3	Works under routine supervision either individually or in a team environment	Perform tasks and processes of a trades standard under general supervision either in dividualy or in a team environment. Ability to read and interpret technical manuals, drawings and basic schematic diagrams. Undertakes all tasks incidental to their general work.	Trades Certificate or equivalent in an appropriate mechanical trade and holds an MVRIC Tradesman's Certificate. Basic knowledge of OH&S matters sufficient to ensure performance of routine tasks.
Grade 1a	FW 4.4		As for 4.3 together with one additional post-trade qualification appropriate to the specific work environment.	As for 4.3 together with one post trade qualification from the areas in 5.1
Mechanical Tradesperson Grade 2	FW 5.1	Works under limited supervision either individually or in a team environment	Holds a trades certificate, at least one relevant post-trades qualification(or equivalent) which can be fully utilised in the work environment. Has a minimum of 12 months experience in an appropriate work environment. Able to demonstrate abilities and a capacity for working efficiently on relevant tasks and processes under general supervision. Ability to exercise diagnostic skills suitable for performing routine maintenance and repair functions. Undertakes all tasks incidental to their general work.	As for 4.4 together with a post trade qualification, necessary licences and at least 12 months experience in at least one of the following areas: Heavy Vehicle Maintenance General vehicle maintenance Earthmoving Equipment Maintenance Air-conditioning Maintenance Hydraulics Welding (gas, arc, MIG & TIG) Fitting and Machining Auto-Electrical

Mechanical Tradesperson Grade 3	FW 5.2	Works under general guidance either individually or in a team environment	Holds a trades certificate, at least three relevant post-trades qualification (or equivalent) which can be fully utilised in the work environment. Has a minimum of 2 years experience in an appropriate work environment. Able to carry out tasks and processes to a high standard of quality, efficiently and with only general guidance. Ability to read and interpret complex technical manuals, drawings and schematic diagrams and exercise advanced diagnostic skills in all technical areas. Undertakes all tasks incidental to their general work. Capable of providing trade guidance and assistance to other members of a work team.	As for 5.1 together with three relevant post trade qualifications or equivalent, necessary licences and at least 2 years experience in at least three of the above areas. In depth knowledge and understanding of systems and equipment involved in at least four of the areas described for 5.1. Knowledge of OH&S techniques, legislation and work practices appropriate to all work undertaken at this level. Understanding of the principles and practices involved in quality control
Mechanical Tradesperson Grade 4	FW 5.3	Works under general guidance either individually or in a team environment	As for 5.2 with at least four relevant post-trade qualifications (or equivalent) which can be fully utilised in the work environment. Able to complete a wide range of complex tasks and processes to a high standard of quality, efficiently and with only general guidance. Capable of providing trade guidance and assistance to other members of a work team. Exercises advanced diagnostic skills in all technical areas. Capable of carrying out the requirements of RTA inspections	As for 5.2 together with an in-depth knowledge and understanding of all aspects of systems and equipment regularly encounter in the job, including those areas described in 5.1 Qualifications and experience suitable for obtaining an RTA Examiner's Licence for all equipment operated by Forests NSW.
Skill Level	Wage Points	Responsibility	Skills	Knowledge
Progression to Level 6 is by merit selection for an advertised vacancy only				
Mechanical Trades Team Leader	FW 6.1	Works under general guidance in technical areas and routine supervision for job control functions.	As for 5.3 while also responsible for supervision of and provision of trade guidance and assistance to other members of a work team. Carry out limited administrative functions including job allocation to others, dealing with customers, job time and cost control	As for 5.3 together with full understanding of the principles and practices of supervision and a good general understanding of all technical aspects of workshop operations.



Mechanical Trades Supervisor Grade 1	FW 6.2	Works under general guidance in technical areas and limited supervision for administrative and financial functions.	As for 5.3 while also responsible for supervision and technical control of a small annex at a location remote from the main workshop (includes one-man annexes). Provide supervision and technical guidance to other members of a work team of up to two permanent members. Assist manager with administrative functions such as: detailed job time and cost control, preparation of quotations, liaison with customers, inventory control, purchasing.	As for 5.3 together with full understanding of the principles and practices of supervision and a good general knowledge and understanding of all technical aspects of workshop operations. Understanding of principles and practices involved in job control and technical administration.
Mechanical Trades Supervisor Grade 2	FW 6.3	Works under general guidance in technical and administrative areas and limited supervision for financial functions.	As for 5.3 while also responsible for supervision of and provision of technical guidance to all workshop staff (work teams will consist of three or more staff). Independently responsible for controlling all aspects of day-to-day operations of a substantial work team. Provide administrative functions in support of the workshop manager such as: job time and cost control, preparation of quotations, liaison with customers, inventory control, purchasing. Assist Manager in planning & financial areas (for both workshop & annex locations) including: overhead expenditure control, budget preparation, routine reporting, detailed job and staff planning, stores requirements, asset control.	As for 5.3 together with full understanding of the principles and practices of supervision and a good general knowledge and understanding of all technical aspects of workshop operations. Full understanding of principles and practices involved in job control and technical administration. Good understanding of financial and general administrative policy and requirements.

**APPENDIX 6**

**APPRENTICES**

**WORKSHOPS & NURSERIES**

**WAGE RATES**

as a percentage of Fieldworker Grade 4.3

1st Year - 42%

2nd Year - 55%

3rd Year - 75%

4th Year - 88%

**Apprentice Training**

When required to attend block release at a location where it is not practical to return home daily, the cost of public transport, accommodation, meal and incidental expenses will be reimbursed.

Travel to and from block release or single day attendance, outside normal working hours, will be reimbursed at single time rates.

For single day attendance where fares are in excess of those incurred in travelling to and from their normal place of work, apprentices will be reimbursed fares based on public transport rates.

## APPENDIX 7

## CLASSIFICATIONS

## RESEARCH &amp; DEVELOPMENT

Level	Job Title & Competencies Required		Responsibility	Notes
	Compulsory	Job Specific		
3.1 1 3.2	<p>General knowledge of forest mgt practices.</p> <p>Basic map reading 2 Competence in precision measurement. Understanding of sampling procedures. Drivers licence. 4WD operator.</p>	<p>Planting Fertilising Herbicide application Safety awareness Fire fighting</p>	<p>3.1 Work closely supervised. 3.2 Work with general supervision.</p>	<p>1 General entry level for R&amp;DD duties with one annual progression based on satisfactory performance.</p> <p>2 Ability to read road maps, interpret plot layout diagrams</p>
4.43	<p>Advanced map reading/interpretation.4</p> <p>Establish, measure and monitor field experiments.</p> <p>Basic problem solving/assessment.</p> <p>Basic computer skills. Research equipment usage/maintenance.</p> <p>Ability to plan the methods and the order in which tasks are to be completed.</p>	<p>In at least 3 of following:</p> <p>Flora and/or Wildlife Id. and Survey Techniques Tree and Growth Plot M'tment Growth plot est'ment &amp; maint. Methods of application of trial treatments as required. Ability to operate research equipment such as clinometer, compass, height stick, bark gauge. MARVL inventory Adv. skill in physical or data sampling &amp; storage procedures.5 Operate &amp; maintain relevant equipment 6</p>	<p>As per 3.2 plus Ability to work individually under general supervision and ability to supervise others in the operation of research equipment and in research activities.</p>	<p>3 Entry based on demonstrated competency at 3.2</p> <p>4 Detailed understanding of topographic maps, able to precisely locate boundaries and draw detailed locality and plot layout maps.</p> <p>5 Biological, water, soils or site information.</p> <p>6 Chainsaw certificate, data loggers, dendrometer, meteorological stations, GPS etc</p>

<p>5.3 7</p>	<p>Understanding of research approach &amp; application of scientific method.</p> <p>Advanced problem-solving skills (ability to assist in the design of research trials and plan for contingencies).</p> <p>Decision making ability.</p> <p>Data entry ability, produce data summaries, report writing ability.</p> <p>Financial management skills.</p> <p>Strong interpersonal and communication skills.</p>	<p>Competency in at least 6 of the following: Data mgt/quality control Ability to check &amp; process initial data. Techniques which ensure a quality outcome of the job undertaken. Basic knowledge of sources of error and bias. Strong reporting ability 8 Advanced flora/fauna identification 9 Ability to conduct specialised surveys 10 Capacity to supervise several research gangs and be responsible for large data sets captured in the field. Operate, monitor and service a wide variety of plant and equipment 11.</p> <p>Relevant Trades Certificate as required.</p>	<p>as per 4.4 plus Work unsupervised, supervise other staff and minor contractors.</p>	<p>7 One level with entry based on demonstrated competency at Level 4.4.</p> <p>8 Accurate, timely and reliable reports on research trials including recommendations for future trials concerning research trials including recommendations for future trials.</p> <p>9 Awareness and understanding of botanical/fauna referencing and procedures involved in collecting and lodging voucher material (tissue, specimen, spoor etc.)</p> <p>10 surveys conducted that incorporate an understanding of customer specification and the planning and implementation of these surveys.</p> <p>11 Data loggers, dendrometers, anabat etc.</p>
<p>6.4 12</p>	<p>A well developed knowledge of the particular scientific discipline in which the position functions 13</p> <p>Highly developed problem solving skills 14.</p> <p>Highly developed ability to plan and supervise work 15.</p>	<p>At least three of the following: Highly effective interpersonal and communication skills. Establish and maintain contacts with foresters, managers or relevant external agencies/clients.</p> <p>Advanced computer skills in Word and Excel. Understanding of GIS operation.</p> <p>Advanced keyboard and electronic data capture 16.</p>	<p>As per 5.3 plus Responsible for a high degree of efficiency, precision and accuracy in all work performed.</p>	<p>12 Entry based on demonstrated competency at Lvl 5.3</p> <p>13 Generally gained through extensive experience working in that discipline/area.</p> <p>14 Ability to overview experiments, machinery or operating systems to diagnose any faults and remedy faults.</p>

		<p>Advanced technical report writing 17.</p> <p>Soil assessment and characterisation and reporting to regulator 18</p>		<p>15 Requires well-developed logistical skills to enable efficient use of employees, materials and time. Requires an ability to adopt contingency planning.</p> <p>16 Supervision of research data entry, analysis and manipulation of such data.</p> <p>17 such as reports that may require specialist representation in court or reports to a Regulatory agency as the basis for compliance to a licence.</p> <p>18 such as Regolith soils work for EPA licence.</p>
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## APPENDIX 8

### GRIEVANCE & DISPUTE RESOLUTION PROCEDURES

Forests NSW is committed to delivering an equitable and productive work environment. The following grievance and dispute resolution procedures aim to effectively deal with employees work-related concerns and grievances by creating and sustaining a workplace environment that values employees and deals with work-related concerns promptly, impartially, fairly and with the utmost confidentiality.

All employees and managers are encouraged to be aware of their responsibility/obligation to recognise and address grievances and disputes within their workplace in accordance with the following guidelines in order to ensure Forests NSW remains a fair, equitable and professional workplace.

Grievance:

A "grievance" is a clear statement by an individual employee of a work-related problem, concern, complaint or difficulty. Grievances can range from the very minor and easy to resolve to the extremely serious, which may involve formal disciplinary action;

eg:

John may feel he has a grievance because he has been overlooked when it comes to training opportunities, whereas other employees in his Division have had multiple opportunities to undertake training.

Kathryn may feel she has a grievance because of being denied recreation leave, while others in her work area have no trouble getting away for a holiday.

Grievances can involve:

interpretation and application of management policies

lack of workplace communication of work-related issues

interpersonal conflict (eg: between employees, or between an employee and supervisor)

Occupational Health and Safety issues

alleged discrimination within the meaning of the Anti-Discrimination Act 1977 (racial, sexual, or on the basis of a disability)

problems in understanding or interpreting an Award or enterprise agreement

work environment problems (eg: lighting, heating, office equipment)

Appeals against decisions

Dispute:

A "dispute" is a complaint, concern or difficulty, which can affect an individual employee, but more commonly involves a group of employees;

eg:

A decision which changes the working conditions of a group of employees within a given work area.

If I have a grievance/dispute, whom can I go to for assistance?

The majority of concerns or problems raised by Forests NSW employees are resolved at an informal level, before they become formal grievances or disputes. Most are resolved by discussions between the parties, or with the supervisor or decision-making area. Clarifying a problem with an independent person can often put it in perspective, and may even lead to alternatives that can resolve the situation before it becomes necessary to lodge a grievance/ dispute. In other circumstances, lodging a grievance/dispute may be the only way to resolve the situation.

As far as possible, both management and employees should attempt to resolve grievances/disputes within the area in which they first arise. Any attempts at resolution should start with the employee's direct supervisor. It is the role of the immediate supervisor to listen objectively, gather relevant facts and act in a prompt, professional and fair manner, without bias. The supervisor should follow up to ensure that appropriate action is taken to resolve the grievance/dispute and that the cause of the grievance/dispute is properly addressed. The objective of the grievance/dispute handling procedure, particularly at the level where it originated, is to find an acceptable solution.

From an employee's perspective, all employees have the right to be supported in pursuing and achieving grievance/dispute resolution. Employees can elect to have an observer (friend or interpreter) present during discussions with their supervisor. If they are a Union member, the employee may elect to have a Union delegate to accompany them during the discussions. The observer (friend/interpreter) does not have a right to participate in the discussions.

Will this process be confidential?

Yes.

The grievance/dispute will not be discussed by the supervisor with any other employee without permission being granted by the concerned employee. Any necessary discussion of the grievance/dispute among relevant managers will remain strictly confidential, as required under the *Privacy and Personal Information Protection Act 1998*.

Who else can I contact for help?

Your local Business Manager, Human Resources Manager, Administrative Manager, or Director

Your local Spokeswoman

Manager Occupational Health, Safety and Rehabilitation

Workplace Union Representatives/Delegates

Union/Employee Associations -

AWU

AWU Newcastle Central & Northern Branch

AWU Port Kembla & Southern Branch

AMWU

Office of Director of Equal Opportunity in Public Employment

Government and Related Employees Appeal Tribunal

Industrial Relations Commission - NSW  
(only accessed through the Union - unless an unfair dismissal claim)

Premiers Department - NSW

NSW Ombudsman

Independent Commission Against Corruption (ICAC)

Lodging A Grievance/Dispute - Forests NSW Grievance Receivers

Grievance Receivers - can be any supervisor or manager. It is their role to listen to your grievance/dispute, gather information, offer counsel and advice and explore whether further assistance is required.

Forests NSW Grievance Receivers include, apart from supervisors:

Directors, all Divisions

Corporate and Divisional HR Managers and Business Managers

Branch Managers

Regional Managers

Regional Administrative Managers, all Regions

The Rights of Employees Involved in A Grievance/Dispute Process

Confidentiality - employees involved in a grievance/dispute process have the right to have that process remain confidential.

A fast resolution - most minor grievances can be resolved relatively quickly. Obviously, more complex ones will take longer. In general, grievances/disputes should be dealt with as quickly as possible.

The employee should be aware that if they make a complaint against an individual, that person will be informed of the complaint (unless there are special circumstances) and that an investigation will take place. If the employee's name is disclosed, the person will be cautioned against any comments or actions that may be perceived to be victimisation.

No action can be taken without the employees consent, except in specific, serious circumstances.

A fair, impartial process, free from victimisation - employees involved in a grievance/dispute have a right to fair and impartial treatment. Victimisation of any sort will be the subject of disciplinary action.

There must be no suggestion of bias or preferential treatment and all parties involved must be aware of their rights and responsibilities in the process and all actions that are to be taken must be discussed with the employees involved.

A mechanism for the review or appeal of the outcome of the formal process - if an employee is dissatisfied with the way in which the grievance process was conducted, or with its outcome, the employee may take the matter elsewhere, either within Forests NSW or to an external organisation.

Can a Grievance/Dispute be Withdrawn?

A grievance/dispute can be withdrawn at any time, either verbally for an informal grievance, or by written request if the employee lodged a formal grievance/dispute. Withdrawal of a grievance will not prevent other people raising a grievance of their own in relation to the matter, if they believe that they have not had the opportunity to respond appropriately. Grievance Receivers may also decide to continue their investigation where they believe disciplinary action may be warranted.



**APPENDIX 9****FORESTS NSW****EQUITY POLICY**

Forests NSW values equity and is an Equal Employment Opportunity employer.

It embraces the principle of diversity and seeks to recognise and benefit from the ideas and different ways of working and decision-making which are afforded by a diverse workforce. The organisation believes that the principles of equity and EEO must be ingrained in the development and implementation of all policies and practices.

General Managers, Managers and Supervisors, in exercising discretionary powers, must ensure that only relevant facts and the merits of each particular case are considered. The rules of natural justice provide a right to people significantly affected by a decision to put forward their case and for the decision to be made impartially.

Through its policies and practices Forests NSW will implement the following principles:

- \* fair practices in the workplace
- \* management decisions without bias
- \* recognition and respect for social/cultural backgrounds of staff and clients
- \* recruitment and/or promotion of the 'best' person
- \* staff training and development linked to both employee and client needs
- \* a workplace free of harassment and discrimination
- \* fair implementation of benefits and conditions of employment
- \* access to flexible work practices
- \* access to a grievance resolution process

Forests NSW EEO strategies aim to redress past disadvantage by improving employment outcomes for women, Aboriginal and Torres Strait Islander people, people from minority racial, ethnic or ethno-religious groups and people with disabilities. These aims will be formally published in 3-year EEO Management Plans and will include nomination of direct accountabilities.

**Responsibilities**

All Forests NSW people must:

- respect cultural and social diversity among colleagues and clients
- recognise the skills and talents of other colleagues
- ensure staff selection and promotion on merit
- provide career paths in structures
- ensure fair access for all staff to appropriate benefits and conditions
- commit to and actively promote a harassment and discrimination-free workplace

- ensure access to grievance resolution processes
- provide adequate information to assist staff in carrying out their duties
- be fair in implementing initiatives such as higher duties opportunities
- work to full capacity
- promote and use flexible work arrangements where practical.

## **APPENDIX 10**

### **ALCOHOL AND OTHER DRUGS POLICY**

#### **RATIONALE**

Forests NSW endeavours to ensure that an employee's use of either alcohol or drugs does not impair the safe and efficient running of the organisation, the health of all employees or the damage of either equipment or property.

However, Forests NSW recognises that alcohol and drug dependencies are illnesses and will provide support to any employee who honestly endeavours to overcome such illnesses.

#### **SUPERVISOR'S RESPONSIBILITIES**

Supervisor's and managers are responsible for ensuring that instances of proven drug or alcohol misuse at work are dealt with. Any investigation must be handled in both a sympathetic and confidential manner.

However, ultimately, supervisors and managers are responsible for ensuring that either the employee concerned or other employees are not put to a safety or health risk at work because of alcohol or drug abuse.

#### **How Do You Establish That A Problem Exists?**

It is important to be aware that the misuse of drugs or alcohol by employees may come to light in various ways. The following characteristics, especially when arising in combinations, may indicate the presence of an alcohol or drug-related problem. However it is important to note that these characteristics can occur for other reasons. For example, some individuals can experience temporary physical reactions to legally prescribed medications. Employees should liaise with their supervisors in these circumstances:

- Absenteeism - regular instances of unauthorised leave
- Frequent unplanned Friday and/or Monday absences
- Regular lateness, especially when returning from lunch
- Strange and increasingly suspicious reasons for absences
- Accident Levels - high level of minor accidents at work, or home
- Work Performance - difficulty in concentration
- Problems with remembering instructions
- Problems with remembering own mistakes
- Individual tasks take more time than usual
- Mood Swings - irritability

- Depression

- Confusion

#### How Do You Treat the Problem ?

In some instances employees themselves may seek help and advice from their supervisor or manager.

Where the employee acknowledges that they have a drug or alcohol dependency that is affecting their performance at work they should be given help and support on the understanding that:-

Whilst they are undergoing treatment they will be granted available accrued sick leave and will be entitled to the usual sick pay benefits.

Every effort should be made to ensure that on completion of any recovery/treatment program employees are able to return to the same or equivalent work.

If a supervisor or manager suspects that an employee may have a drug or alcohol dependency and that it is affecting their work performance, or placing the employee or others at risk, and the employee has not come forward of their own volition the procedures outlined in Forests NSW Safety Standards Manual, "Alcohol and Other Drugs in the Workplace" should be put into practice.

Where an employee, having received treatment, suffers a relapse Forests NSW will consider the case on its individual merits. Medical advice will be sought in an attempt to ascertain how much treatment/rehabilitation is likely to be required for a full recovery. At a manager's discretion more treatment or rehabilitation time may be granted in order to help the employee recover fully.

#### Employee Assistance

Forests NSW has an employee assistance program that provides an avenue for employees to obtain confidential counselling about any problem. This service may be used by employees to obtain advice on treatment and counselling for illness & related problems, including referral to community-based specialist support services where appropriate. The initial counselling session is at no cost to the employee. Details of this confidential service can be obtained from your Supervisor or Human Resources Manager/Consultants. The free call number for this service is 1800 337 068.

#### Consumption of Alcohol or Abuse/Use of Illegal Drugs on Forests' NSW Property/Premises

Employees are expressly forbidden to consume alcohol whilst working. Any breach of this policy will result in disciplinary action.

Employees who partake of drugs which have not been legally prescribed on medical grounds will, in the absence of mitigating circumstances, be deemed to be committing an act of gross misconduct and will thus render themselves open to disciplinary action (up to and including dismissal) as will any employee proven to be possessing, buying, selling or cultivating unlawful drugs on Forests NSW property/premises.

If an employee is known to be, or strongly suspected of being, intoxicated by alcohol or drugs during working hours and they are incapable of carrying out their normal duties in a safe and efficient manner arrangements must be made for the employee to be escorted from Forests NSW property/premises immediately. Refer to Forests NSW Safety Standards Manual.

Engagement of Contractors

Contractors or consultants working for Forests NSW must be advised of this Alcohol and Other Drugs Policy and adhere to the policy whenever they work on Forests NSW property/premises as must their employees.

P.J. STAUNTON *J*

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Printed by the authority of the Industrial Registrar.

## SPASTIC CENTRE OF NEW SOUTH WALES (ALLIED PROFESSIONAL STAFF) (STATE) AWARD 2004

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

Application by Health Services Union, Industrial Organisation of Employees.

(No. IRC 1744 of 2006)

Before The Honourable Justice Boland

24 March 2006

### AWARD

#### 1. Arrangement

Clause No.	Subject Matter
1.	Arrangement
2.	Definitions
3.	Salaries
4.	Employees' Duties
5.	Hours of Work, Meal Breaks & Penalty Rates
6.	Training Guarantee
7.	Permanent Part-time Employees
8.	Casual Employees
9.	Temporary Employees
10.	Overtime
11.	Travel
12.	Public Holidays
13.	Annual Leave
14.	Annual leave Loading
15.	Long Service Leave
16.	Sick Leave
17.	State Personal/Carers' Leave
18.	Compassionate Leave
19.	Parental Leave
20.	Relieving Other Members of Staff
21.	Jury Service
22.	Payment and Particulars of Salaries
23.	Notice Board
24.	Occupational Health & Safety
25.	Grievance Resolution
26.	Joint Consultative Committee
27.	Union Representative
28.	Termination of Engagement
29.	Redundancy
30.	Travelling Allowance
31.	Anti-Discrimination
32.	Superannuation
33.	Secure Employment
34.	Area, Incidence and Duration

#### PART B

Allied & Related Services Role Family Matrix

## PART C - MONETARY RATES

Table 1 - Salary Rates

Table 2 - Other Rates and Allowances

**2. Definitions**

"Allied Health Professional" An employee who has a relevant degree or equivalent together with some relevant experience who provides services relating to all professional practice areas including physiotherapy, occupational therapy, speech therapy, social work and psychology.

The duties required to be undertaken by a therapist in any of the following classifications shall remain within the therapist's skills and competence, as set out in Part B, Allied and Related Services Role Family Matrix.

Where The Spastic Centre requires the therapist to perform any or all of the tasks related to a particular level within the matrix, the therapist must possess relevant skill and competence to perform such tasks. Where the therapist does not possess such skills and competence, appropriate training shall be facilitated.

The Spastic Centre's staff establishment (i.e. numbers and categories of therapists and position levels) is reviewed and set annually and is based on client needs and service performance outcomes. Employee workloads and budgetary constraints will also be taken into account in the development of the staff establishment.

**Therapist - Level 1**

Implements interventions. Deals with enquiries from, and follows-up, straightforward clinical and professional issues with relevant stakeholders. Their work is supervised and reviewed regularly by a team leader/manager. After a minimum twelve (12) months service at Stage 1 and if assessed as fully competent, an employee may move to a Stage 2 wage rate (See Part C, Monetary Rates - Tables 1 to 3). Must be assessed as fully competent at this level before moving to Level 2.

**Therapist - Level 2**

Deals with enquiries from, and follows up, complex, clinical and professional issues with relevant stakeholders. Performs at the proficiency level in the discipline - performs standard professional level tasks with a thorough and advanced competence. Required to supervise students. After a minimum twelve (12) months service at Stage 1 and if assessed as fully competent, an employee may move to a Stage 2 wage rate (See Part C, Monetary Rates - Tables 1 to 3). Must be assessed as fully competent at this level before moving to Level 3.

**Therapist - Level 3**

Deals with enquiries from, and follows up, complex, clinical and professional issues with relevant organisations, including state and national organisations. Individually, or as a team member, undertakes complex and/or medium size projects and/or service assignments requiring advanced experience at either the starting specialist level in a specific field within a discipline, or at the principal specialist level in a discipline. Assists higher levels and provides formal supervision to an agreed number of staff and students. After a minimum twelve (12) months service at Stage 1 and if assessed as fully competent, an employee may move to a Stage 2 wage rate (See Part C, Monetary Rates - Tables 1 to 3). Must be assessed as fully competent at this level before moving to Level 4.

**Therapist - Level 4**

Trains or develops staff and is considered an expert in the discipline. Provides formal supervision to staff and post-graduate students, as well as, providing strategic leadership on complex, legal and policy issues. Develops and implements new methodologies. Advises on/reviews service/project feasibility and identifies and recommends solutions to significant Spastic Centre needs.

"Base Rate" - means the figure/rate used as the basis for the calculation of the amount of:

- (a) the benefits package
- (b) Superannuation
- (c) Annual Leave Loading

"Benefits Package" is the amount of the remuneration package that is exempt from Fringe Benefits Tax (FBT)

"Casual Employee" A person who is engaged on an hourly basis, otherwise than as a permanent part-time or full-time employee and shall only be employed in circumstances where another employee is absent.

"Full-time employee" A person employed to work for 38 hours per week

"Gross Equivalent" is the monthly salary as set out in Part B of this award and is the figure upon which an employee's 'Total Remuneration Package' is calculated.

"Permanent Part-time employee" A person who is permanently appointed to work a specified number of hours less than those prescribed for a full time employee.

"Programme Manager" An employee who manages up to 20 professional staff. Assumes responsibility for the efficient and effective utilisation of human, material and financial resources and is accountable for achieving programme objectives on time and within budget. Assists in establishing strategy and policy guidelines and reviews the process and compliance with The Spastic Centre's strategies and policies.

"Team Leader" An employee who leads up to 5 to 15 professional staff in programs that are very complex and/or large or multiple smaller programs. Sets objectives and develops plans and schedules/rosters for programs and services. Ensures programs/services meet service delivery targets/agreements

"Temporary Employee" A person who is engaged for a continuous but limited period.

"The Union" shall mean the Health Services Union ('HSU').

"The Centre" shall mean The Spastic Centre of New South Wales Limited and also includes its wholly owned subsidiaries The Spastic Centre of New South Wales (Venee Burgess House), The Spastic Centre of New South Wales (Therapy Services), The Spastic Centre of New South Wales (Community Access Services), The Spastic Centre of New South Wales (Accommodation - North), The Spastic Centre of New South Wales (Accommodation - South) and The Spastic Centre of New South Wales (Accommodation - Hunter).

"Total Remuneration Package" is the term used to describe the employee's total earnings, including Superannuation and Annual Leave Loading

### **3. Salaries**

Salaries shall be as set out in Part C - Monetary Rates, and will commence from the first pay period on or after the commencement date of this award. Classifications and Gradings are as set out in Part B - Allied and Related Services Role Family Matrix

### **4. Employees' Duties**

- (i) The Centre may direct an employee to carry out such duties as are within the limits of the employee's skills, competence and training consistent with the classification structure of this award provided that such duties are not designed to promote deskilling.

- (ii) The Centre may direct an employee to carry out such duties and use equipment as may be required provided that the employee has been properly trained in the use of such equipment.
- (iii) Any direction issued by The Centre pursuant to paragraphs (i) and (ii) shall be consistent with The Centre's responsibilities to provide a safe and healthy working environment.
- (iv) All employees covered by this award will complete the required service delivery statistics accurately and on time.
- (v) All employees covered by this award will contribute towards their team's monthly service performance benchmarks. Each employee's personal contribution towards their team's monthly service performance benchmarks shall be determined in consultation with their team's leader. Furthermore, employees must comply with all other legislative requirements of their role.
- (vi) Focus groups consisting of management and employee representatives from the allied health groups shall be established and convened to discuss award conditions, when required.

In addition, a working party consisting of management and Union representatives from the allied health groups shall be established and convened if and when required.

### **5. Hours of Work, Meal Breaks and Penalty Rates**

- (i) The ordinary hours of work for full time employees, exclusive of meal times, shall not exceed 152 hours per 28 calendar days, to be worked Monday to Friday, inclusive, between the hours of 8.00 am and 6.00 pm.

An employee or group of employees may be required, after prior consultation, to work their ordinary hours between the hours of 7.30 am and 9.00 pm Monday to Saturday.

Periods of ten minutes shall be allowed for morning and afternoon tea, which shall be counted as time worked; alternatively, where circumstances dictate, there shall be one break of 20 minutes either in the morning or afternoon

- (ii) The hours of work prescribed in subclause 5(i) shall be worked in the following ways:
  - (a) 152 hours per 28 calendar days, to be arranged in order that an employee shall not be required to work their ordinary hours on more than 20 days in the cycle; or
  - (b) The hours of work prescribed for full-time employees shall be arranged in such a manner that in each work cycle of 20 days no employee shall be required to work his/her ordinary hours on more than 19 days in such cycle, provided that there shall be a maximum accrual of 12 days in any calendar year.
- (iii) The employees' Allocated Day Off-duty (ADO) prescribed in subclause (ii) (b) of this clause shall be determined by agreement between the employee and their manager/team leader, having regard to the needs of the clients, their team or programme thereof, provided that, by agreement allocated days off may accumulate to a maximum of 12 days and may be taken at an agreed time.

Any untaken ADO's cannot be carried through to the next year and will be forfeited. ADO's cannot be paid out (except upon termination).

- (iv) Time not exceeding one hour and not less than thirty minutes shall be allowed for a meal which shall be taken between the third and fifth hour after commencing work. Where an employee is called upon to work during a meal break, such time shall count as ordinary working time.
- (v) Employees whose ordinary hours cease after 6 pm Monday to Friday shall be paid a penalty of 12.5% for only those worked hours after 6.00pm. Employees who are required to work ordinary hours on a Saturday shall be paid a penalty of 50%.



### 6. Training Guarantee

- (i) A sum of at least \$200.00 per annum shall be available to full time employees to attend conferences, seminars, workshops or travel to other services to increase their professional skills.

This amount shall not include the wages of the employee, and where the amount is not used in any one year, the amount shall accumulate from year to year.

- (ii) The provisions of (i) shall apply to Permanent Part-time employees on a pro rata basis.
- (iii) Access to the provisions of (i) and (ii) shall be based on fairness and equity to all entitled employees.

### 7. Permanent Part-Time Employees

- (i) A Permanent Part-time employee shall mean one who is permanently appointed to work a specified number of hours, which are less than those prescribed for a full time employee. In addition, locum staff employed for periods in excess of 3 months will be paid as permanent part time unless they have been employed under the provision of Clause 9, Temporary Employees.
- (ii) The spread of ordinary hours of Permanent Part-time employees shall be as set out in Clause 5-Hours of Work etc, and employees shall be paid for the actual number of hours worked each week an amount of salary which bears the same proportion to the salary prescribed in Clause 3-Salaries, as the hours bear thirty-eight.
- (iii) All other provisions of this award, except Clause 5-Hours of Work (ii) and (iii) shall apply on a pro rata basis.

### 8. Casual Employees

- (i) A casual employee is one who is engaged and paid by the hour otherwise than as a permanent part time or full time employee.
- (ii) Casual employees shall be paid one thirty-eighth of the appropriate rate prescribed by clause 3, plus a loading of 10 per cent with a minimum payment of 2 hours for each engagement.
- (iii) Casual employees who are required to work on Saturdays, Sundays or public holidays shall, in lieu of the loading prescribed in subclause (ii) of this clause, be paid the following allowances:
  - (a) For work done on Saturday, an allowance of 50 per cent.
  - (b) For work done on Sunday, an allowance of 75 per cent.
  - (c) For work done on a public holiday, an allowance of 150 per cent.
- (iv) Casual employees shall not be entitled to the provisions of Clause 5, Hours of Work etc; Clause 10, Overtime; Clause 12, Public Holidays; Clause 16, Sick Leave; and Clause 28, Termination of Employment.

Note: Casual employees are entitled to pro rata payment in lieu of annual leave in accordance with the *Annual Holidays Act 1944*.

- (v) Personal Carers Entitlement for casual employees
  - (a) Subject to the evidentiary and notice requirements in Clauses 17(i)(b) and 17(i)(d) 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 Clause 17(i)(c)(2) who are sick and require care and support, or who require care due to an unexpected emergency, or the birth of a child.

- (b) 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.
  - (c) 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.
- (vi) Bereavement entitlements for casual employees
- (a) Subject to the evidentiary and notice requirements in Clause 18 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 Clause 20.
  - (b) 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.
  - (c) 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.

### **9. Temporary Employees**

- (i) Fixed term or task contracts of employment may be offered and such temporary employees engaged where necessary to meet the genuine occupational requirements of The Centre, which may include but not be limited to parental leave, limited term funding arrangements, long-term relief, or forthcoming service reductions. Such temporary employees may include "locum" staff.
- (ii) Additional hours and/or shifts that do become available should, however, be offered in the first instance to permanent part-time employees prior to any decision to engage temporary employees.
- (iii) The provision of clause 29, Redundancy Provisions, will not apply to such employees.

### **10. Overtime**

Employees shall work reasonable overtime when required by The Centre. All overtime shall be authorised.

- (i) Full-time employees -
  - (a) All time worked by employees outside the hours prescribed by Clause 5-Hours of Work etc., or in excess of the ordinary hours of work shall be paid overtime.
  - (b) The rate of overtime shall be time and one-half for the first 2 hours and double time thereafter.
  - (c) For the purposes of assessing overtime each day shall stand alone, provided that where any one period of overtime is continuous and extends beyond midnight, all overtime hours in this period shall be regarded as if they occurred within the one day.
- (ii) Permanent Part-time employees -

Overtime is payable where an employee is required, on any day, to work in excess of the rostered daily ordinary hours of work for full time employees, or who work in excess of 76 hours per fortnight.

## (iii) Recall -

Employees recalled to work overtime after leaving The Centre's premises, or required to provide assistance to clients via telephone, whether notified before or after leaving the premises, shall be paid for a minimum of 4 hours work at the base ordinary rate on such day for each time so recalled or 2 hours for telephone consultations; provided that, except in unforeseen circumstances arising, employees shall not be required to work the full minimum number of hours prescribed above if the job they were recalled to perform is completed within a shorter period.

## (iv) Time Off In Lieu of Overtime -

By agreement between The Centre and employee, an employee may be compensated by way of time off in lieu of payment for overtime on the following basis:

- (a) it must be taken at overtime rates if not taken within three months of accrual
- (b) employees cannot be compelled to take time off in lieu of overtime
- (c) records must be maintained by the employer

### 11. Travel

For those staff who are required to travel intrastate or interstate as part of their normal work, the following will apply:

The Centre will pay for all meals, accommodation, travel and reasonable expenses. An allowance of \$50 per day per person will be paid to cover expenditure, including meals and reasonable expenses, with all unspent monies to be returned to The Centre. It is the individual employee's responsibility to duly account for and record all expenditure. Where practicable, all expenditure must be approved by the manager, prior to departure.

### 12. Public Holidays

- (i) For the purposes of this award the following shall be deemed to be public holidays, viz. New Year's Day, Australia Day, Good Friday, Easter Sunday, Easter Monday, Anzac Day, Queen's Birthday, Eight Hour Day, Christmas Day, Boxing Day and any other day duly proclaimed and observed as a public holiday for the State.

In addition to those public holidays specified in this subclause, employees shall be entitled to an extra public holiday each year. Such public holiday shall occur on a date, which is agreed upon between The Union and The Centre and shall be regarded for all purposes of this clause as any other public holiday.

- (ii) A public holiday occurring on an ordinary working day shall be allowed to employees on full pay. Where an employee is required to and does work on any of the holidays set out in subclause (i) of this clause, such work shall be paid for at the rate of double time and one-half with a minimum payment for 4 hours work.

### 13. Annual Leave

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

### 14. Annual Leave Loading

- (i) Employees who under the *Annual Holidays Act 1944*, become entitled to annual leave shall be paid an annual leave loading of 17.5 per cent of the appropriate ordinary weekly rate of pay prescribed by this

award for the classification in which the employee was employed immediately before commencing his/her annual holiday.

- (ii) Such loading is payable in addition to the pay for the period of holiday given and taken and due to the employee under the *Annual Holidays Act 1944*.
- (iii) Before an employee is given and takes an annual holiday or where by agreement between the employee and The Centre, the annual holiday is given and taken in more than one separate period, then before each of such separate periods The Centre shall pay the employee the loading in accordance with subclause (i) of this clause.
- (iv) No loading is payable where the annual holiday is taken wholly or partly in advance; provided, however, that if the employment of such an employee continues until the day upon which he/she would have become entitled under the Act to such annual holiday the loading then becomes payable in respect of the period of such holiday and is to be calculated in accordance with the award rate of wages applicable on such day.
- (v) Where the employment of an employee is terminated by The Centre for a cause other than misconduct and at the time of termination the employee has not been given and has not taken the whole of an annual holiday to which he/she became entitled, he/she shall be paid a loading calculated in accordance with subclause (i) for the period not taken.
- (vi) Where, in accordance with the Act, The Centre's establishment or part of it is temporarily closed down for the purpose of giving an annual holiday or leave without pay to the employees concerned
  - (a) An employee who is entitled under the Act to an annual holiday and who is given and takes such a holiday shall be paid the loading calculated in accordance with subclause (i) of this clause.
  - (b) An employee who is not entitled under the Act to an annual holiday and who is given and takes leave without pay shall be paid in addition to the amount payable to him/her under the Act such proportion of the loading that would have been payable to him/her under this clause if he/she had become entitled to an annual holiday prior to the close-down as his/her qualifying period of employment in completed weeks bears of 48.
  - (c) An employee and The Centre 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. Long Service Leave**

As per *Long Service Act 1955*, as amended

### **16. Sick Leave**

Full-time employees -

- (i) A full time employee shall be entitled to sick leave on full pay calculated by allowing seventy-six ordinary hours of work of each year of continuous service. Any unused leave shall remain to the employee's credit.
- (ii) All periods of sickness shall be certified to by a registered medical practitioner; provided, however, that The Centre may dispense with the requirements of a medical certificate where the absence does not exceed two consecutive days or where in The Centre's opinion the circumstances are such as not to warrant such requirements.
- (iii) The Centre shall not change the rostered hours of work for any employee fixed by the roster or rosters applicable to the seven days immediately following the commencement of sick leave merely by reason of the fact that the employee is on sick leave.

- (iv) The payment for any absence on sick leave in accordance with this clause during the first three months of employment an employee may be withheld by The Centre until the employee completes such three months of employment at which time the payment shall be made.
- (v) Each employee shall take all reasonably practicable steps to inform The Centre of his or her inability to attend for duty and as far as possible state the estimated duration of the absence. Where practicable such notice shall be given within twenty-four hours of the commencement of such absence.
- (vi) Permanent Part-time employees -  
  
A Permanent Part-time employee shall be entitled to sick leave in the same proportion as the average weekly hours worked over the preceding twelve months or from the time of the commencement of employment, whichever is the lesser, bears to thirty-eight ordinary hours of one week. Such entitlements shall be subject to all the above conditions applying to full-time employees.
- (vii) An employee shall not be entitled to sick leave on full pay for any period in respect of which such employee is entitled to full pay on workers' compensation: provided, however, that where an employee is in receipt of compensation which is less than full pay, The Centre shall pay to an employee who has sick leave entitlements under this clause the difference between the amount received as workers' compensation and full pay. The employee's sick leave entitlement under this clause shall, for each week during which such difference is paid be reduced by the proportion of hours which the difference bears to full pay. On the expiration of available sick leave, weekly compensation payments only shall be payable.
- (viii) If an award holiday occurs during an employee's absence on sick leave then such award holiday shall not be counted as sick leave.

#### **17. State Personal/Carer's Leave**

- (i) Use of Sick Leave
  - (a) An employee other than a casual employee, with responsibilities in relation to a class of person set out in (c) who needs the employee's care and support shall be entitled to use, in accordance with this subclause, any current or accrued sick leave entitlement provided for at Clause 16-Sick Leave of the award, 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.
  - (b) The 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. In normal circumstances, an employee must not take carer's leave under this subclause where another person has taken leave to care for the same person, or
    - (2) establish by production of documentation acceptable to the employer or a statutory declaration, the nature of the emergency and that such emergency resulted in the person concerned requiring care by the employee.
  - (c) The entitlement to use sick leave in accordance with this subclause is subject to:
    - (1) The employee being responsible for the care of the person concerned; and
    - (2) The person concerned being:
      - (A) A spouse of the employee, or
      - (B) 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. For the purpose of this clause, the word "spouse" shall include a same sex partner who lives with the employee as the de facto partner of that employee on a bona fide domestic basis; 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 and legal guardian), grandparent, grandchild or sibling of the employee or spouse or de facto spouse of the employee; or
- (D) A same sex partner who lives with the employee as the de facto partner of that employee on a bona fide domestic basis, or
- (E) A relative of the employee who is a member of the same household where for the purposes of this paragraph:

"relative" means a person related by blood, marriage of 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.

- (d) An employee shall, wherever practicable, give The Centre notice prior to the absence of the intention to take leave, the name of the person requiring care and that person's relationship to the employee, the reasons for taking such leave and the estimated length of absence. If it is not practicable for the employee to give prior notice of absence, the employee shall notify The Centre 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 employer and employee shall discuss appropriate arrangements which, as far as practicable, take account of the employer's and employee's requirements.

Where the parties are unable to reach agreement the disputes procedure at Clause 25 should be followed.

(ii) Unpaid Leave for Family Purpose

An employee may elect, with the consent of The Centre, to take unpaid leave for the purpose of providing care and support to a member of a class of person set out in sub paragraph (ii) of paragraph (c) above who is ill or who require care due to an unexpected emergency.

(iii) Annual Leave

- (a) An employee may elect with the consent of The Centre, 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.
- (b) Access to annual leave, as prescribed in paragraph (a) of this subclause shall be exclusive of any shutdown period provided for elsewhere under this award.
- (c) An employee and The Centre 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.
- (d) An employee may elect with the employers agreement to take annual leave at any time within a period of 24 months from the date at which it falls due

- (iv) Time Off in Lieu of Payment for Overtime
  - (a) For the purpose of providing care and support for a person in accordance with subclause (I) of this clause, and the provision of Clause 10-Overtime, the following provision shall apply.
  - (b) An employee may elect, with the consent of The Centre, to take time off in lieu of payment for overtime at a time or times agreed with the employer within twelve (12) months of the said election.
  - (c) Overtime taken as time off during ordinary time hours shall be taken at the ordinary time rate, that is an hour for each hour worked.
  - (d) If, having elected to take time as leave in accordance with paragraph (a) above the leave is not taken for whatever reason, payment for time accrued at overtime rates shall be made at the expiry of the twelve (12) month period or on termination.
  - (e) Where no election is made in accordance with the said paragraph (a) the employee shall be paid overtime rates in accordance with this award.
- (v) Make-up Time
  - (a) An employee may elect, with the consent of The Centre, to work 'make up time', under which the employee takes time off ordinary hours, and works those hours at a later time, during the spread of ordinary hours provided in the award, at the ordinary rate of pay.
- (vi) Allocated Days Off (ADO)
  - (a) An employee may elect, with the consent of The Centre, to take an allocated day off at any time.
  - (b) An employee may elect, with the consent of The Centre, to take allocated days off in part day amounts.
  - (c) An employee may elect, with the consent of The Centre, to accrue some or all allocated days off for the purpose of creating a bank to be drawn upon at a time mutually agreed between the employer and employee or subject to reasonable notice by the employee or the employer.
  - (d) This subclause is subject to The Centre informing each union which is both party to the award and which has members employed at the particular enterprise of its intention to introduce an enterprise system of ADO flexibility, and providing a reasonable opportunity for the union(s) to participate in negotiations.

### **18. Compassionate Leave**

- (i) An employee shall be entitled to a maximum of three (3) days' leave without loss of pay on each occasion and on production of satisfactory evidence of the death of a person prescribed for the purposes of Personal/Carer's Leave in Clause 17 (i) (c) (2), provided that for the purpose of bereavement leave, the employee need not have been responsible for the care of the person concerned.
- (ii) An employee shall not be entitled to compassionate leave under this clause during any period in respect of which the employee has been granted other leave.
- (iii) Compassionate leave may be taken in conjunction with other leave available under subclauses (Clause 17 (i), (ii), (iii), (iv), (v) and (vi)) in the said clause (Personal Carer's clause). In determining such a request The Centre will give consideration to the circumstances of the employee and the reasonable operational requirements of the business.
- (iv) An employee shall be entitled to compassionate leave where the employee is forced to be absent from duty because of unforeseen urgent pressing necessity, eg floods or bushfires, which prevent attendance

for duty. Such leave shall be limited to the time necessary to cover the immediate emergency. The period of paid leave will be limited to one day on each occasion.

- (v) An absence occasioned by personal exigencies which might fairly be regarded as an obligation on the employee, rather than The Centre, to make good, or absences of time in excess of that provided for in subclauses (i) to (ii) above, may be covered by the grant of leave without pay, or if the employee so desires, charged against available annual leave credits.

### 19. Parental Leave

- (i) All employees are entitled to parental leave in accordance with the provisions of the *Industrial Relations Act 1996*.

(ii)

- (a) Full-time employees and permanent part-time employees are eligible for paid parental leave in accordance with the following provisions:

- (b) Permanent employees are eligible for paid parental leave when they have completed at least three (3) years of continuous service.

- (c) Employees who are eligible for paid parental leave are entitled to such leave as follows:

- (1) Paid Component of Parental Leave:

- (A) Paid Maternity Leave - an eligible employee is entitled to four weeks paid maternity leave at ordinary pay from the date the maternity leave commences. In addition, an eligible employee will receive one week's leave at ordinary pay for four (4) consecutive fortnights, on returning to their normal duties.

Maternity leave may commence up to nine weeks prior to the expected date of birth. It is not compulsory for an employee to take this period off work. However, if an employee decides to work during this period, it is subject to the employee being able to satisfactorily perform the full range of normal duties.

- (B) Paid Paternity Leave - an eligible employee is entitled to one week paid paternity leave in any one year at ordinary pay, which must commence within four weeks of the birth of the child (Eligible employees will be as defined in the *Industrial Relations Act 1996*.)

- (C) Paid Adoption Leave - an eligible employee is entitled to paid adoption leave of four weeks from and including the date of taking custody of the child. In addition, an eligible employee will receive one week's leave at ordinary pay for four (4) consecutive fortnights, on returning to their normal duties.

- (D) Such leave may be paid:

- (i) on a normal fortnightly or monthly basis;
- (ii) in advance in a lump sum for the first four (4) weeks of entitlement;
- (iii) for the first four (4) weeks of entitlement at the regular fortnightly basis for maternity or adoption leave.

Annual and/or long service leave credits can be combined with periods of maternity leave or adoption leave on half pay to enable an employee to remain on full pay for that period.



- (2) Unpaid Component of Parental Leave:
- (A) Unpaid Maternity Leave - An employee is entitled to a further period of unpaid maternity leave of not more than forty-eight (48) weeks.
  - (B) Unpaid Paternity Leave - An employee is entitled to a further period of unpaid paternity leave of not more than three (3) weeks, to be taken in conjunction with a period of paid paternity leave, unless otherwise agreed by the employer and employee.
  - (C) Unpaid Adoption Leave - An employee is entitled to unpaid adoption leave as follows:
    - (i) where the child is under the age of twelve (12) months - a period of not more than forty-eight (48) weeks from date of taking custody;
    - (ii) where the child is over the age of twelve (12) months - a period of up to forty-eight (48) weeks, such period to be agreed upon by both the employee and the employer.
    - (iii) an employee who has once met the conditions for paid maternity leave and paid adoption leave will not be required to again work the three (3) years continuous service in order to qualify for a further period of maternity leave, unless:
      - (a) there has been a break in service where the employee has been re-employed or re-appointed after a resignation, medical retirement or after her services have been otherwise dispensed with: or
      - (b) the employee has completed a period of leave without pay of more than forty (40) weeks. In this context, leave without pay does not include sick leave without pay, maternity leave without pay or leave without pay associated with an illness of injury compensable under the Workers' Compensation Act.
  - (D) An employee who intends to proceed on maternity or paternity leave should formally notify the employer of such intention as early as possible, so that arrangements associated with the absence can be made. Written notice of not less than eight (8) weeks prior to the commencement of the leave should accordingly be given. This notice must include a medical certificate stating the expected date of birth and should also indicate the period of leave desired.
  - (E) In the case of notification of intention to take adoption leave, due to the fact that an employee may be given little notice of the date of taking custody of a child, employees who believe that, in the reasonably near future, they will take custody of a child, should formally notify their employer as early as practicable of the intention to take adoption leave. This will allow arrangements associated with the adoption leave to be made.
  - (F) After commencing maternity leave or adoption leave, an employee may vary the period of her maternity leave or adoption leave, once, without the consent of the employer and otherwise, with the consent of the employer. A minimum of four (4) weeks' notice must be given, although an employer may accept less notice if convenient.
  - (G) Any person who occupies the position of an employee on parental leave must be informed that the employee has the right to return to her former position. Additionally, since an employee also has the right to vary the period of her maternity leave or adoption leave, offers of temporary employment should be in

writing, stating clearly the temporary nature of the contract of employment. The duration of employment should also be set down clearly, to a fixed date or until the employee elects to return to duty, whichever occurs first.

- (H) When an employee has resumed duties, any period of full pay leave is counted in full for the accrual of annual and long service leave and any period of maternity leave or adoption leave on half pay is taken into account to the extent of one-half thereof when determining the accrual of annual and long service leave.
- (I) Except in the case of employees who have completed ten (10) years service, the period of parental leave without pay does not count as service for long service leave purposes. Where the employee has completed ten (10) years service the period of parental leave without pay shall count as service for long service leave purposes provided such leave does not exceed six (6) months.
- (J) Parental leave without pay does not count as service for incremental purposes. Periods of parental leave on full pay and at half pay are to be regarded as service for incremental progression on a pro-rata basis.
- (K) Where public holidays occur during a period of paid parental leave, payment is at the rate of parental leave received, that is the public holidays occurring in a period of full pay parental leave are paid at the full rate and those occurring during a period of half pay leave are paid at the half rate.
- (L) If because of an illness associated with her pregnancy an employee is unable to continue to work then she can elect to use any available paid leave (sick, annual and/or long service leave) or to take sick leave without pay.
- (M) Where an employee is entitled to paid maternity leave, but because of illness, is on sick, recreation, long service leave, or sick leave without pay prior to the birth, such leave ceases four (4) weeks prior to the expected date of the birth. The employee then commences maternity leave with the normal provisions applying.
- (N) Where, because of an illness or risk associated with her pregnancy, an employee cannot carry out the duties of her position, an employer is obliged, as far as practicable, to provide employment in some other position that she is able to satisfactorily perform. A position to which an employee is transferred under these circumstances must be as close as possible in status and salary to her substantive position.
- (O) In the event of a miscarriage any absence from work is to be covered by the current sick leave provisions.
- (P) In the case of stillbirth, an employee may elect to take sick leave, subject to the production of a medical certificate, or maternity leave. She may resume duty at any time provided she produces a doctor's certificate as to her fitness.
- (Q) An employee who gives birth prematurely, and prior to proceeding on maternity leave shall be treated as being on maternity leave from the date leave is commenced to have the child. Should an employee return to duty during the period of paid maternity leave, such paid leave ceases from the date duties are resumed.
- (R) An employee returning from parental leave has the right to resume their former position. Where this position no longer exists the employee is entitled to be placed in a position nearest in status and salary to that of her former position and for which the employee is capable or qualified.

- (S) Employees may make application to their employer to return to duty for less than the full-time hours they previously worked.

Employees who return to work under this arrangement will be paid a pro-rata amount of the additional four (4) weeks paid maternity or adoption leave at ordinary pay as set out in clause (ii) (c) (1) (A).

- (T) Where an employee becomes pregnant while on maternity leave, a further period of unpaid maternity leave shall be granted. Should this second period of maternity leave commence during the currency of the existing period of maternity leave, then any residual maternity leave from the existing entitlement lapses.

A permanent employee who has returned to work after parental leave, must complete at least one (1) year of continuous service prior to the expected date of birth or prior to the date of taking custody of the child before they can again become eligible for paid parental leave.

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

- (iv) Right to request

- (a) An employee entitled to parental leave may request the employer to allow the employee:

- (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 employee in reconciling work and parental responsibilities.

- (b) 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) Employee's request and the employer's decision to be in writing

The employee's request and the employer's decision made under Clause 19 must be recorded in writing.

- (d) Request to return to work part-time

Where an employee wishes to make a request under Clause 19 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.

- (v) 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 employer 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 employee held before commencing parental leave; and
  - (2) 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 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 or other contact details which might affect the employer's capacity to comply with Clause 19.
- (c) 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 (a).

#### **20. Relieving Other Members of Staff**

An employee required by The Centre or authorised representative to relieve continuously for one week or more an employee in a higher classification and who satisfactorily performs the whole of the duties and assumes the whole of the responsibilities of the higher classification shall be entitled to receive, for the period of relief, the minimum pay of such higher qualification.

#### **21. Jury Service**

- (i) An employee required to attend for jury service during ordinary working hours shall be reimbursed by The Centre an amount equal to the difference between the amount paid in respect of attendance for such jury service and the amount of wage he/she would have received in respect of the ordinary time he/she would have worked had he/she not been on jury service.
- (ii) An employee shall notify The Centre as soon as possible of the date upon which he/she is required to attend for jury service. Further, the employee shall give The Centre proof of his/her attendance, the duration of such attendance and the amount received in respect of such jury service.

#### **22. Payment and Particulars of Salaries**

- (i)
- (a) All wages and other payments shall be paid monthly no later than the 15th day of the month. The pay shall be made up to a day not more than three days prior to the day of payment.
  - (b) Employees of The Centre at the time of this award taking effect must elect and notify The Centre of the manner that remuneration will be paid, as set out in Part B - Monetary Rates, Tables 1 to 3 inclusive.
  - (c) Employees shall have their salary paid into an account with a bank, a building society or Credit Union, as nominated by the employee. The Centre shall deposit salaries in sufficient time to ensure that wages are available for withdrawal by employees by no later than payday.
  - (d) Notwithstanding the provisions of subclause (i) of this clause, an employee who has given or who has been given the required notice of termination of employment in accordance with Clause 27-Termination of Employment, shall be paid all monies due prior to ceasing duty on the last day of employment.

Where an employee is summarily dismissed any monies due shall be paid as soon as possible after such dismissal or termination but in any case not more than three days thereafter.

- (e) On the day after pay day, an employee, in respect of the payment then due, shall be furnished with a payslip containing the following particulars, namely: name, the amount of ordinary salary, the amount of their benefits package, the total number of hours of overtime worked (if any), the amount of any overtime payment, the amount of any other monies paid, the purpose for which they are paid, the purpose for which they are paid and the amount of deductions made from total earnings and the nature thereof.
- (f) In the case of an overpayment, The Centre will provide documentary evidence of the overpayment to the employee. Following confirmation of the overpayment and by mutual agreement between The Centre and employee, the employee will repay the overpayment in reasonable instalments over a reasonable period of time.

(ii) Remuneration Packaging

- (a) On or subsequent to the commencement of this award, all new employees commencing employment with The Centre and working a minimum twenty (20) hours a week, except casuals, will be required to be paid in the form of a remuneration package. The terms and conditions of such a package shall not, viewed objectively, be less favourable than the entitlements otherwise available under this award.
- (b) The Centre shall ensure that the structure of the package complies with taxation and other relevant laws.
- (c) A copy of the package and associated documentation will be made available to the employee, and will be signed by both The Centre and employee
- (d) The configuration of the package shall remain in force for the period of the current award.
- (e) The Centre will provide employees the option of either a quarterly or monthly statement, which will outline an opening balance, the full monthly allocated amount, any expense reimbursements made during the quarter or month and a closing balance.
- (f) Where at the end of the month, the full amount allocated to the benefits package has not been fully utilised, the unused amount will be carried forward to the next month and continues to accrue until used by the employee. However, employees will not be allowed to carry forward any unused amount from one Fringe Benefits Taxation (FBT) year to another and must ensure that any unused amount is used by no later than 30 March each year.
- (g) In the event that The Centre ceases to attract exemption from Fringe Benefits Taxation (FBT), The Centre undertakes to pay the amount of the benefit as salary, i.e. the gross equivalent salary.
- (h) In the case of voluntary or involuntary termination from The Centre, the employee may receive any outstanding benefits in cash, but this will be subject to full taxation.
- (i) An employee may consult with The Association or another body prior to signing a remuneration package agreement as described in subclause (c).
- (j) Notwithstanding any of the above arrangements, the employee may cancel any packaging arrangements by the giving of one (1) months notice in writing or the employer may give the employee two (2) months written notice.

### 23. Notice Board

The Centre shall permit a Notice Board of reasonable dimensions to be erected in a prominent position upon which The Union representatives shall be entitled to post Union notices.

## 24. Occupational Health & Safety

- (i) The Centre is responsible for taking all reasonable and practical action to achieve and maintain a performance level, which safeguards the health and safety of all employees in accordance with the *Occupational Health and Safety Act 2000* and subsequent revisions and all variations thereof.

All employees are to be involved in safety matters and hence, to contribute to the reduction of hazards. Employees are to:

- (a) identify and reduce the risk associated with all types of work-related events that may produce injury or illness; or
  - (b) identify, measure and control to safe levels any risks/hazards in the workplace capable of causing ill health;
  - (c) promote the good health and welfare of employees;
  - (d) report any perceived hazard to the immediate supervisor;
  - (e) report any work related injury, to their supervisor;
  - (f) wear any safety clothing, footwear, equipment issued and specified for the job; and
  - (g) adhere to all The Centre's rehabilitation plans and policies
- (ii) The Centre's management is committed to the continuous monitoring and upgrading of its Occupational Health and Safety Policy to ensure the highest standards are met.

The Centre shall, where appropriate:

- (a) provide information, instructions and training of employees to increase personal understanding of safe work practices, workplace hazards and principles of hazard control;
- (b) maintain a close relationship with employees and regulatory authorities in the development of standards and future strategies; and
- (c) implement an appropriate consultative structure that meets all of their legal requirements.

## 25. Grievance Resolution

In relation to any matter that may be in dispute between the parties to this Award, the parties

- (a) will attempt to resolve the matter at the workplace level, including, but not limited to:
  - (i) the employee and his or her supervisor meeting and conferring on the matter; and
  - (ii) if the matter is not resolved at such a meeting, the parties arranging further discussions involving more senior levels of management (as appropriate); and
- (b) acknowledge the right of either party to appoint, in writing, another person to act on behalf of the party and in relation to resolving the this level; and
- (c) agree to allow either party to refer the matter via the Human Resources Team to mediation if the matter cannot be resolved at the workplace level; and
- (d) agree that if either party refers the matter to mediation, both parties will participate in the mediation process in good faith; and

- (e) agree that during the time when the parties attempt to resolve the matter:
- (i) the parties continue to work in accordance with their contract of employment unless the employee has a reasonable concern about an imminent risk to his or her health or safety; and
  - (ii) the parties must cooperate to ensure that the dispute resolution procedures are carried out as quickly as is reasonably possible.

This clause shall not interfere with the right of either party to institute proceedings for the determination of any matter in accordance with section 130 of the *Industrial Relations Act 1996*.

#### **26. Joint Consultative Committee**

- (i) A Joint Consultative Committee will be established with equal representatives from The Centre and The Association.
- (ii) The purpose of the committee shall be to discuss matters pertaining to workplace organisation and conditions of employment and any other matters deemed to be necessary by the parties to this award, including a commitment to develop and implement continuous quality improvement principles.

#### **27. the Union Representative**

An employee appointed The Union representative shall, upon notification thereof in writing to The Centre within 14 days of such appointment, be recognised as the accredited representative of The Union and he/she shall be allowed reasonable time during working hours to interview the employer on matters affecting employees.

#### **28. Termination of Engagement**

The employment of a full time or permanent part-time employee may be terminated only by one months notice on either side, which may be given at any time or by the payment by The Centre or forfeiture by the employee of a months pay in lieu of notice. This shall not affect the right of The Centre to dismiss an employee without notice in the case of misconduct.

#### **29. Redundancy**

##### **1. Application**

- (i) This clause shall apply in respect of full-time and permanent part-time persons employed under this award.

Introduction of Change -

The Centre's Duty to Notify -

- (a) Where The Centre has made a definite decision to introduce changes in production, programme, organisation, structure or technology that are likely to have significant effects on employees, The Centre shall notify the employees who may be affected by the proposed changes and the union to which they belong.
- (b) 'Significant effects' include termination of employment, major changes in the composition, operation or size of the employer's workforce or in the skills required, the elimination or diminution of job opportunities, promotion opportunities or job tenure, the alteration of hours of work, the need for retraining or transfer of employees to other work or locations and the restructuring of jobs. Provided that where the award makes provision for alteration of any of the matters referred to herein, an alteration shall be deemed not to have significant effect.

## 2. Employer's Duty to Discuss Change

- (a) The Centre shall discuss with the employees affected and the union to which they belong, inter alia, the introduction of the changes referred to in subclause 1(a) of this clause, the effects the changes are likely to have on employees and measure 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.
- (b) The discussion shall commence as early as practicable after a definite decision has been made by The Centre to make the changes referred to in subclause 1(a) of this clause.
- (c) For the purpose of such discussion, The Centre shall provide to the employees concerned and the union to which they belong all relevant information about the changes, including the nature of the changes proposed, the expected effects of the changes on employees and any other matters likely to affect employees, provided that The Centre shall not be required to disclose confidential information the disclosure of which would adversely affect The Centre.

## 3. Discussion before Termination

- (a) Where The Centre has made a definite decision that The Centre no longer wishes the job the employee has been doing to be done by anyone pursuant to paragraph (a) of subclause 1 and that decision may lead to the termination of employment, the employer shall hold discussions with the employees directly affected and with the union to which they belong.
- (b) The discussions shall take place as soon as is practicable after The Centre has made a definite decision which will invoke the provision of paragraph (a) of this subclause and shall cover, inter alia, any reasons for the proposed terminations, measures to avoid or minimise the terminations and measures to mitigate any adverse effects of any termination on the employees concerned.
- (c) For the purposes of the discussion The Centre shall, as soon as practicable, provide to the employees concerned and the union to which they belong all relevant information about the proposed terminations including the reasons for the proposed terminations, the number and categories of employees likely to be affected and the number of workers normally employed and the period over which the terminations are likely to be carried out. Provided that The Centre shall not be required to disclose confidential information the disclosure of which would adversely affect The Centre.

## 4. Notice for Changes in Production, Programme, Organisation or Structure

This subclause sets out the provisions to be applied to terminations by The Centre for reasons arising from 'production', 'programme', 'organisation', or 'structure' in accordance with subclause 1 of this clause.

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

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

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



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

5. Notice for Technological Change

This subclause sets out the notice provisions to be applied to terminations by The Centre for reasons arising from 'technology' in accordance with subclause 1(a) of this clause.

- (a) In order to terminate the employment of an employee, The Centre shall give to the employee three months notice of termination.
- (b) Payment in lieu of notice specified in paragraph (a) of subclause 4 shall be made if the appropriate notice period is not given; provided that employment may be terminated by part of the period of notice specified and part payment in lieu thereof.
- (c) The period of notice required by this subclause to be given shall be deemed to be service with The Centre for the purposes of the *Long Service Leave Act 1955*, the *Annual Holidays Act 1944*, or any Act amending or replacing either of these Acts.

6. Time Off During the Notice Period

- (a) During the period of notice of termination given by The Centre, an employee shall be allowed up to one day's time off without loss of pay during each week of notice, to a maximum of five weeks, for the purpose of seeking other employment.
- (b) If the employee has been allowed paid leave for more than one day during the notice period for the purpose of seeking other employment the employee shall, at the request of the employer, be required to produce proof of attendance at an interview or the employee shall not receive payment for the time absent.

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

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

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

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

11. Transfer to Lower-paid Duties - where an employee is transferred to lower-paid duties for reasons set out in subclause 1 of this clause, the employee shall be entitled to the same period of notice of transfer as the employee would have been entitled to if the employee's employment had been terminated and The Centre may, at The Centre's option, make payment in lieu thereof of an amount equal to the difference between the former ordinary-time rate of pay and the new ordinary-time rate for the number of weeks of notice still owing.

12. Severance Pay - Where the employment of an employee is to be terminated pursuant to this clause, subject to further order of the Industrial Relations Commission of New South Wales, The Centre shall pay the following severance pay in respect of a continuous period of service.

(a) If any employee is under 45 years of age, The Centre shall pay in accordance with the following scale:

Years of Service	Under 45 years of age entitlement
Less than 1 year	Nil
1 year and less than 2 years	4 weeks
2 years and less than 3 years	7 weeks
3 years and less than 4 years	10 weeks
4 years and less than 5 years	12 weeks
5 years and less than 6 years	14 weeks
6 years and over	16 weeks

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

Less than 1 year	Nil
1 year and less than 2 years	4 weeks
2 years and less than 3 years	8.85 weeks
3 years and less than 4 years	12.5 weeks
4 years and less than 5 years	15 weeks
5 years and less than 6 years	17.5 weeks
6 years and over	20 weeks

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

13. Incapacity to Pay - Subject to an application by The Centre and further order of the Industrial Relations Commission, The Centre may pay a lesser amount (or no amount) of severance pay than that contained in subclauses (a) and (b) of this clause.

### 30. Travelling Allowance

An employee who is required to use his/her motor car on a casual or incidental basis shall be paid at the rate prescribed by the Australian Taxation Office for that particular calendar year. This is not applicable to those covered under Clause 11-Travel

### 31. Anti-Discrimination

- (i) It is 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.
- (ii) 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.
- (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."

### 32. Superannuation

- (i) Definitions

"Approved fund" for the purposes of this clause shall mean:

- (a) The Spastic Centre Occupational Superannuation Fund (S.C.O.S.F.) established and governed by a Trust Deed dated 27 June 1986, as may be amended from time to time, and includes any superannuation scheme that may be made in succession thereto.
- (b) The Health Employees Superannuation Trust Australia (H.E.S.T.A.) established by a Trust Deed dated 3 July 1987, as may be amended from time to time, and includes any superannuation scheme which may be made in succession thereto.
- (c) Any superannuation fund nominated by the employee and approved by the employer in accordance with section 124 of the *Industrial Relations Act 1996* (the 1996 Act).

"Complying regulated fund" means a superannuation fund that is regulated under the Superannuation Industry (Supervision) Act 1993, and has been issued with a Certificate of Compliance by the Insurance and Superannuation Commission.

"Ordinary time earnings" means remuneration for an employee's weekly number of hours of work, excluding overtime hours, calculated at the ordinary time rate of pay, including, where applicable, the following:

- (a) Monday to Friday shift premiums for ordinary hours of work;
- (b) Weekend shift premiums for ordinary hours of work;
- (c) Any percentage addition payable to part time and/or casual employees for ordinary hours of work;
- (d) Ordinary time award allowances (not including expense related allowance) as prescribed by this award.

- (e) Over award payments for ordinary hours of work.

Note: "Ordinary time earnings" does not include"

Annual Leave loading, including shift penalties in lieu of loading;

Public holiday loadings;

Payment for public holidays not worked;

Overtime;

Any expense related allowances, including, but not limited to uniform and laundry allowances;

Workers compensation;

Periods of leave without pay;

Unpaid maternity leave; and

Redundancy payments.

"Qualified employee" means:

- (a) A full time, part time or permanent part time employee who has completed at least four weeks service. Provided that once this period has elapsed, payment in accordance with subclause (iii), Contributions shall be made for the entire period of service with the employer.
- (b) A casual employee who has been employed for a minimum of 152 hours during their employment during the course of any one year (1 July to 30 June). Provided further that any casual employee who is deemed to be a qualified employee prior to the operative date of this award will continue to be qualified. Once qualified, payment shall be made for the entire service with the employer.

(ii) Superannuation Legislation

The subject of superannuation is dealt with extensively by federal legislation including the *Superannuation Guarantee (Administration) Act 1993*, the *Superannuation Guarantee Charge Act 1992*, the *Superannuation Industry (Supervision) Act 1993*, the *Superannuation (Resolution of Complaints) Act 1993*, and section 124 of the *Industrial Relations Act 1996* (NSW). This legislation, as varied from time to time, shall govern the superannuation rights and obligations of the parties.

(iii) Contributions

- (a) The employer shall make, in respect of qualified employees, superannuation contributions of three per cent of ordinary time earnings into an approved fund. Such contributions shall be remitted to the approved fund on a monthly basis. With respect to casual employees contributions shall be remitted at the time that employees receive their annual group certificate.
- (b) It is provided further that an employee may nominate one complying fund to which all award and statutory superannuation contributions in respect of him/her shall be paid, subject to employer approval of the fund nominated by the employee. Provided that, the employer shall not unreasonably withhold agreement unless it establishes good and proper reasons for the withholding of agreement.
- (c) For those employees who have elected to be remunerated by way of a salary package, as set out in Part C ~ Monetary Rates in Tables 1 and 2, superannuation contributions by the employer will be on the monthly gross equivalent, as defined in Clause 2, Definitions.

(iv) Salary Sacrifice To Superannuation

- (a) Salary sacrifice to superannuation means the option of making additional superannuation contributions by electing to sacrifice a portion of the gross earnings (pre tax dollars) under the parent awards. This will give the effect of reducing the taxable income by the amount for salary sacrifice.
- (b) Salary sacrifice to superannuation shall be offered to employees and taken up by mutual agreement between the employee and The Centre.
- (c) Such election must be made prior to the commencement of the period of service to which the earnings relate.
- (d) One change of a sacrificed amount will be permitted in an employee's anniversary year, which is twelve (12) months from the date of commencement of employment, without incurring an administration charge (\$50). Changing from full-time to part-time or part-time to full-time employment will not be classified as a change for administration charge purposes.
- (e) The amount sacrificed must not exceed any relevant superannuation guarantee contribution limit.
- (f) The sacrificed portion of salary reduces the salary subject to PAYG taxation deductions.
- (g) Any allowance, penalty rate, overtime, payment for unused leave entitlements, other than any payments for leave taken while employed, shall be calculated by reference to the salary which would have applied to the employee in the absence of any salary sacrifice to superannuation. Payment for leave taken whilst employed will be at the post salary amount.
- (h) Salary sacrifice arrangements can be cancelled by either The Centre or employee at any time provided either party gives one months notice. The Centre has the right to withdraw from offering salary sacrifice to employees if there is any alteration to relevant Australian taxation legislation and The Centre's notice to withdraw from offering salary sacrifice to an employee will be consistent with the notice given by the Australian Taxation Office to The Centre.
- (i) Contributions payable by the employer in relation to the Superannuation Guarantee Legislation (SGL) shall be calculated by reference to the salary, which would have applied to the employee under the award in the absence of any salary sacrifice.
- (j) Employers will not use any amount that is salary sacrificed by an employee to negate contributions payable under the Superannuation Guarantee Legislation.
- (k) The employee shall have the portion of payable salary that is sacrificed paid as additional employer superannuation contributions into the same superannuation fund that receives the employer's SGL contributions.
- (l) Nothing in this clause shall affect the right of an employer to maintain alternate arrangements with respect to salary sacrifice for employees.

### 33. Secure Employment

(a) Objective of this Clause

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

## (b) Casual Conversion

- (i) A casual employee engaged by a particular employer on a regular and systematic basis for a sequence of periods of employment under this Award during a calendar period of six months shall thereafter have the right to elect to have his or her ongoing contract of employment converted to permanent full-time employment or part-time employment if the employment is to continue beyond the conversion process prescribed by this subclause.
- (ii) Every employer of such a casual employee shall give the employee notice in writing of the provisions of this sub-clause within four weeks of the employee having attained such period of six months. However, the employee retains his or her right of election under this subclause if the employer fails to comply with this notice requirement.
- (iii) Any casual employee who has a right to elect under paragraph (b)(i), upon receiving notice under paragraph (b)(ii) or after the expiry of the time for giving such notice, may give four weeks' notice in writing to the employer that he or she seeks to elect to convert his or her ongoing contract of employment to full-time or part-time employment, and within four weeks of receiving such notice from the employee, the employer shall consent to or refuse the election, but shall not unreasonably so refuse. Where an employer refuses an election to convert, the reasons for doing so shall be fully stated and discussed with the employee concerned, and a genuine attempt shall be made to reach agreement. Any dispute about a refusal of an election to convert an ongoing contract of employment shall be dealt with as far as practicable and with expedition through the disputes settlement procedure.
- (iv) Any casual employee who does not, within four weeks of receiving written notice from the employer, elect to convert his or her ongoing contract of employment to full-time employment or part-time employment will be deemed to have elected against any such conversion.
- (v) Once a casual employee has elected to become and been converted to a full-time employee or a part-time employee, the employee may only revert to casual employment by written agreement with the employer.
- (vi) If a casual employee has elected to have his or her contract of employment converted to full-time or part-time employment in accordance with paragraph (b)(iii), the employer and employee shall, in accordance with this paragraph, and subject to paragraph (b)(iii), discuss and agree upon:
  - (1) whether the employee will convert to full-time or part-time employment; and
  - (2) if it is agreed that the employee will become a part-time employee, the number of hours and the pattern of hours that will be worked either consistent with any other part-time employment provisions of this award or pursuant to a part time work agreement made under Chapter 2, Part 5 of the *Industrial Relations Act 1996* (NSW);

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

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

## (c) Occupational Health and Safety

(i) For the purposes of this subclause, the following definitions shall apply:

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

(ii) Any employer which engages a labour hire business and/or a contract business to perform work wholly or partially on the employer's premises shall do the following (either directly, or through the agency of the labour hire or contract business):

- (1) consult with employees of the labour hire business and/or contract business regarding the workplace occupational health and safety consultative arrangements;
- (2) provide employees of the labour hire business and/or contract business with appropriate occupational health and safety induction training including the appropriate training required for such employees to perform their jobs safely;
- (3) provide employees of the labour hire business and/or contract business with appropriate personal protective equipment and/or clothing and all safe work method statements that they would otherwise supply to their own employees; and
- (4) ensure employees of the labour hire business and/or contract business are made aware of any risks identified in the workplace and the procedures to control those risks.

(iii) Nothing in this subclause (c) is intended to affect or detract from any obligation or responsibility upon a labour hire business arising under the *Occupational Health and Safety Act 2000* or the *Workplace Injury Management and Workers Compensation Act 1998*.

## (d) Disputes Regarding the Application of this Clause

Where a dispute arises as to the application or implementation of this clause, the matter shall be dealt with pursuant to the disputes settlement procedure of this award.

(e) This clause has no application in respect of organisations which are properly registered as Group Training Organisations under the *Apprenticeship and Traineeship Act 2001* (or equivalent interstate legislation) and are deemed by the relevant State Training Authority to comply with the national standards for Group Training Organisations established by the ANTA Ministerial Council.**34. Area, Incidence and Duration**

(i) This award shall rescind and replace The Spastic Centre of New South Wales (Allied Professional Staff) (State) Award 2004 published 13 August 2004 (345 I.G. 911) and all variations thereof.

(iii) This Award shall apply to all employees of The Spastic Centre of New South Wales classified in Part C, Monetary Rates, of this Award.

(iii) This Award shall commence from 24 March 2006 and remain in force until 31 December 2008..

**PART B****ALLIED HEALTH & RELATED SERVICES ROLE FAMILY MATRIX**

Core Competencies	Level 1	Level 2
Organisation Knowledge	<p>Has a sound understanding of the mission and values of The Spastic Centre.</p> <p>Has a sound understanding of The Spastic Centre's Key Result Areas and Strategies.</p> <p>Has a good understanding of other state and national issues and services.</p> <p>Has working knowledge and application of, TSC policies and procedures.</p>	<p>Has a sound understanding of the mission and values of The Spastic Centre.</p> <p>Has a sound understanding of The Spastic Centre's Key Result Areas and Strategies.</p> <p>Has a good understanding of other state and national issues and services.</p> <p>Has working knowledge and application of, TSC policies and procedures.</p>
Leadership/ Teamwork	<p>Works under the supervision of a team leader/ senior staff, with work reviewed regularly.</p> <p>Actively participates as part of an interdisciplinary team and contributes to team goals. May assist higher-level staff with projects.</p>	<p>Provides supervision to other relevant staff and students and models behaviours that supports a firm commitment to evidence based practice. Supports Team Leader in decision making.</p> <p>Actively participates as part of an interdisciplinary team and contributes to team goals. Assists higher-level staff with projects.</p>
Interpersonal Skills / Communication	<p>Deals with sensitive and/or complex issues, maintaining confidentiality. May draft reports. Liaises effectively with other services/programs/ departments and external organisations. Works on establishing effective relationships. Can assist others to resolve conflict.</p>	<p>Deals with sensitive and/or complex issues, maintaining confidentiality. May draft reports. Liaises effectively with other services/programs/ departments and external organisations. Works on establishing effective relationships. Can assist others to resolve conflict.</p>
Problem Solving/ Decision Making / Research	<p>Identifies operational and/or work related issues requiring innovative or creative solutions.</p> <p>Where appropriate, assists with the timely development and implementation of solutions.</p>	<p>Identifies operational and/or work related issues requiring innovative or creative solutions.</p> <p>Where appropriate, assists with the timely development and implementation of solutions.</p>
Legislation / Standards / Practice	<p>Maintains a detailed working knowledge of all standards and relevant government legislation e.g. OH&amp;S, Disability Services Standards and Disability Services Act.</p> <p>Understands the importance of sharing this information across the organisation.</p> <p>Assists with the management and alignment of changes in practice or standards.</p>	<p>Maintains a detailed working knowledge of all standards and relevant government legislation e.g. OH&amp;S, Disability Services Standards and Disability Services Act.</p> <p>Understands the importance of sharing this information across the organisation.</p> <p>Assists with the management and alignment of changes in practice or standards.</p>



Qualifications / Experience	Has a relevant degree or equivalent together with some relevant experience. Where required for practice, registration with professional body maintained. Demonstrates personal commitment to ongoing professional development. Eligible for membership of relevant professional body	Has a relevant degree or equivalent, together with three years experience. Where required for practice, registration with professional body maintained. Demonstrates personal commitment to ongoing professional development. Eligible for membership of relevant professional body.
Service Delivery Management	<p>Supports the philosophy of family/client centre practice. Develops and implements client related service plans and has a good grasp of generic skills and interventions in complex cases. Provides formal assessments, interventions and supports client/family to implement recommendations. Employs the principles of evidence based practice to service delivery</p> <p>Meets assigned administrative deadlines in relations to report writing and collection of statistical data.</p> <p>Develops basic clinical reasoning skills in consultation with a senior professional. Recognises limits of professional competence and seeks guidance and advice from senior staff as appropriate. Participates in identified learning and development opportunities.</p>	<p>Supports the philosophy of family/client centre practice. Has explicit knowledge of a number of assessment, interventions and service delivery practices. Develops and implements client related service plans. Handles complex case management. Evaluates specific program outcomes and makes recommendations regarding improvements. Independently applies advanced clinical reasoning skills. Employs the principles of evidence based practice to service delivery</p> <p>Meets assigned administrative deadlines in relations to report writing and collection of statistical data. Actively identifies own learning and development opportunities and seeks guidance and advice from senior staff as appropriate</p>
Core Competencies	Level 3	Level 4
Organisation Knowledge	<p>Has a broad working knowledge of the mission and values of The Spastic Centre.</p> <p>Has a broad working knowledge of The Spastic Centre's Key Result Areas and Strategies.</p> <p>Has a broad working knowledge of sector, state and national issues that impact on services. Has a broad knowledge of international issues that impact services. Has thorough working knowledge and application of, TSC policies and procedures</p>	<p>Has a thorough working knowledge of the mission and values of The Spastic Centre.</p> <p>Has a thorough working knowledge of The Spastic Centre's Key Result Areas and Strategies.</p> <p>Has a thorough working knowledge of sector, state, national and international issues that impact on services. Has thorough working knowledge and application of, TSC policies and procedures.</p>
Leadership/ Teamwork	<p>Provides formal supervision to an agreed number of staff or students and models behaviours that supports a firm commitment to evidence based practice.</p> <p>Actively participates as part of an interdisciplinary team and contributes to program and cross regional goals. Assists. higher-level staff with projects</p>	<p>Provides formal supervision to an agreed number of staff or students, and models behaviours that support a firm commitment to evidence based practice. Provides leadership on complex policy or practice issues.</p>

		Actively participates as part of program team and contributes to cross regional /organisational goals. Is actively involved in research projects. Assists senior management with projects.
Interpersonal Skills / Communication	Drafts report on sensitive/complex issues or projects. Builds on established networks, both internally and externally. Able to negotiate effectively on a wide range of issues. Positively identifies commonalities and differences and reconciles conflicting priorities and objectives.	Drafts report on sensitive/complex issues or projects. Builds on established networks, both internally and externally. Able to negotiate effectively on a wide range of issues. Positively identifies commonalities and differences and reconciles conflicting priorities and objectives.
Problem Solving / Decision Making/ Research	Identifies operational and/or strategic issues that impact widely across the organisation. Is responsible for the development and implementation of solutions.	Identifies operational and/or strategic issues that impact widely across the organisation. Is responsible for the development and implementation of solutions.
Legislation/ Standards/ Practice	Maintains a detailed working knowledge of all standards and relevant government legislation e.g. OH&S, Disability Services Standards and Disability Services Act. Assists in providing organisational feedback/ comment/response on these to relevant professional groups/external groups and government sector. Ensures the management and alignment of changes in practice or standards.	Maintains a detailed working knowledge of all standards and relevant government legislation e.g. OH&S, Disability Services Standards and Disability Services Act. Assists in providing organisational feedback/comment/response on these to relevant professional groups/external groups and government sector. Ensures the management and alignment of changes in practice or standards.
Qualifications / Experience	Has a relevant degree or equivalent, together with five years experience. Where required for practice, registration with professional body maintained. May have post graduate qualifications in a related specialist area. Demonstrates personal commitment to ongoing professional development. Is a member of relevant professional body.	Has a relevant degree or equivalent, together with ten years experience. Has or working towards post-graduate qualification in a related specialist area. Where required for practice, registration with professional body maintained. Demonstrates experience and personal commitment to delivering and participating in ongoing professional development activities. Actively participates in and has links with relevant professional body.

Service Delivery Management	<p>Supports the philosophy of family/client centre practice. Has explicit knowledge of a number of assessment, intervention and service delivery practices. Consulted by others in area of knowledge and on complex referrals/cases, providing advice, training and effective coordination of complex issues eg. legal and family. Develops and implements client related service plans. Handles complex case management. Evaluates specific program outcomes and makes recommendations regarding improvements. Independently applies advanced clinical reasoning skills. Employs the principles of evidence base practice to initiate systematic reviews and critical appraisals to provide clinical practice guidelines to practitioners.</p> <p>Provides support in staff recruitment, performance appraisal on clinical issues.</p> <p>Meets assigned administrative deadlines in relations to report writing and collection of statistical data and supports Team Leader in the analysis of this data.</p> <p>Actively identifies own learning and development opportunities and regularly provides specialist advice and training on a range of professional issues</p>	<p>Establishes the professional practice framework to support TSC strategic plan and ensures professional practices are properly integrated. Provides expert level advice and service to other professional staff on a range of areas within the disability field and specifically cerebral palsy.</p> <p>Employs the principles of evidence base practice to initiate systematic reviews and critical appraisals to provide clinical practice guidelines to practitioners.</p>
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## PART C

### MONETARY RATES

**Table 1 - Salary Rates**

Current Classification	Current Rate 40% Packaged Rate \$	Effective from 1 July 2006 \$
Level 1 Stage 1	21.79	22.66
Level 1 Stage 2	24.66	25.64
Level 2 Stage 1	29.34	30.51
Level 2 Stage 2	30.29	31.50
Level 3 Stage 1	31.43	32.68
Level 3 Stage 2	32.58	33.88
Level 4	33.91	35.26
Current Classification	Current Rate Not Packaged	1 July 2006 Not Packaged Rate
Level 1 Stage 1	18.80	19.55
Level 1 Stage 2	21.30	22.15
Level 2 Stage 1	25.33	26.34
Level 2 Stage 2	26.15	27.19
Level 3 Stage 1	27.18	28.26
Level 3 Stage 2	28.12	29.24
Level 4	29.67	30.85

**Table 2 - Other Rates and Allowances**

Allowance	Description	Rate per week (\$)
Site Co-ordinator	Applicable to Level 1 and Level 2 staff who are responsible for the co-ordination of a site at which therapy is provided.	44.00
Sole Therapist	Applicable in cases where only one (1) therapist of a particular discipline is employed in the Centre	27.04

Note: All allowances are required to be approved by a Regional Manager.

Note: This award applies as an Enterprise Agreement from 27 March 2006 to employers who are constitutional corporations by virtue of s.44 c of the *Industrial Relations Act 1996*.

R. P. BOLAND J.

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# **SPASTIC CENTRE OF NEW SOUTH WALES ENTERPRISE (STATE) AWARD, THE**

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

Application by Health Services Union, Industrial Organisation of Employees.

(No. IRC 1743 of 2006)

Before The Honourable Justice Boland

24 March 2006

## **AWARD**

### **PART A**

#### **AWARD PROVISIONS**

##### **Introduction**

Clause No.	Subject Matter
1.	Arrangement
2.	Definitions

##### **Hours of Work and Rostering Provisions**

4.	Hours
5.	Roster of Hours
3.	Salaries and Wages

##### **Classifications**

7.	Casual Employees
33.	Part-Time Employees (Pre-1 August 1998)
6.	Permanent Part-Time Employees
8.	Temporary Employees

##### **Penalties**

13.	Meal Breaks
32.	On Call Allowance
10.	Overtime
11.	Penalty Rates for Shift and Weekend Work & Special Working Conditions
9.	Relieving Other Members of Staff
12.	Sleepover

##### **Leave**

15.	Annual Leave
16.	Annual Leave Loading
19.	Compassionate Leave
21.	Jury Service
17.	Long Service Leave
22.	Parental Leave
14.	Public Holidays

- 18. Sick Leave
- 20. State Personal/Carer's Leave

### **Employment Conditions**

- 23. Accommodation and Amenities
- 37. Anti-Discrimination
- 30. Association Representative
- 25. Award Display
- 29. Disputes
- 24. Inspection of Lockers of Employees
- 26. Notice Board
- 28. Occupational Health and Safety
- 27. Payment and Particulars of Wages
- 38. Redundancy Provisions
- 39. Superannuation
- 31. Termination of Employment
- 36. Training Conditions

### **General Provisions**

- 34. Emergency Telephone Calls
- 35. Incidental Expenses
- 40. Secure Employment
- 41. Area, Incidence and Duration

### **PART B**

#### **TABLES**

Care Services Job Family Matrix

### **PART C**

#### **MONETARY RATES**

- Table 1 - Salary Rates - Unpackaged Employees
- Table 2 - New Packaged Employees
- Table 3 - Existing Packaged Staff
- Table 4 - Allowances

## **2. Definitions**

"Broken Shift" is a shift designated as such of up to sixteen (16) hours in duration that is broken by at least one (1) hour and not more than eight (8) hours in any one (1) calendar day defined from midnight to midnight.

"Care Services Worker (CSW)" The duties required to be undertaken by a CSW in any of the following classifications shall remain within the CSW's skills and competence, as set out in Part B, Care Services Job Family Matrix.

Where The Spastic Centre requires the CSW to perform any or all of the tasks related to a particular level within the matrix, the CSW must possess relevant skill and competence to perform such tasks. Where the CSW does not possess such skills and competence, appropriate training shall be facilitated.

The number of positions that are made available at any level within The Centre will be dependant on client needs, workloads and budgetary constraints.

Care Services Employee (Community House Worker, Personal Care Attendant, Business Unit Aide, Programme Attendant & Community Educator) - Level B:

An employee with very little or no experience in the disability sector who performs basic duties under direct supervision. Must complete basic training and senior First Aid Certificate within the first six (6) months of employment and be assessed as fully competent at this level before moving to Level C.

Care Services Employee (Community House Worker, Personal Care Attendant, Business Unit Aide, Programme Attendant & Community Educator) - Level C:

An employee who works under limited supervision individually or in a team environment or on a sleepover. Administers medication. May hold a Certificate II in Welfare Studies or equivalent. After twelve (12) months service at Level C and if assessed as fully competent, an employee may move to an "after twelve (12) months" wage rate. Must also be assessed as fully competent at this level before moving to Level D.

Care Services Employee (Community House Worker, Personal Care Attendant, Business Unit Aide, Programme Attendant & Community Educator) - Level D:

An employee who adheres to the Disability Service Standards in assisting clients with the full range of standard requirements. Provides coaching and feedback to other team members. May hold a Certificate III in Welfare Studies or equivalent. Must be assessed as fully competent at this level before moving to Level E.

Care Services Employee (Programme Attendant & Community Educator) - Level E:

An employee who undertakes service delivery liaison/communication with clients during very complex problem resolution involving multiple service delivery methods. Identifies learning needs of team members required to assist clients with the full range of standard requirements. May hold a Certificate IV in Welfare Studies or equivalent. Must be assessed as fully competent at this level before moving to Level F.

Care Services Employee (Assistant House Manager, Supervisor & Community Educator) - Level F:

An employee who has a sound working knowledge of the range of access requirements and an understanding of the client's unique needs. Assists in providing complex education opportunities for clients and/or with the technical supervision and learning of less experienced team members. At this supervisory level direct care of clients is still expected. May hold an Associate Diploma or post-trade qualification or equivalent. Must be assessed as fully competent at this level before moving to Level G.

Care Services Employee (Assistant House Manager, Supervisor & Community Educator) - Level G:

An employee who ensures effective service delivery liaison and communication with clients in respect of the full range of problem resolutions involving multiple service delivery methods. Provides technical, operational and procedural supervision of a team of care services staff. At this supervisory level direct care of clients is still expected. May hold a higher Diploma or three (3) year Degree or equivalent.

"Casual/Relief Employee" A casual employee shall mean an employee who is engaged on an hourly basis, otherwise than as a permanent part-time or full-time employee and shall only be employed in circumstances where another employee is absent.

"Clerks"

- (i) Grades - All adult employees shall be graded into one of the following grades:
- (ii) An employee shall be graded in the grade where the principal function of his/her employment, as determined by the employer, is of a clerical nature and is described in subclauses (iii) to (vii) of this clause.
- (iii) A Grade 1 position is described as follows:
  - (a) The employee may work under direct supervision with regular checking of progress.
  - (b) An employee at this grade applies knowledge and skills to a limited range of tasks. The choice of actions required is clear.

- (c) Usually, work will be performed within established routines, methods and procedures that are predictable, and which may require the exercise of limited discretion.

Indicative tasks of a Grade 1 position are:

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

(iv) A Grade 2 position is described as follows:

- (a) The employee may work under routine supervision with intermittent checking.
- (b) An employee at this grade applies knowledge and skills to a range of tasks. The choice of actions required is usually clear, with limited complexity in the choice.
- (c) Work will be performed within established routines, methods and procedures, which involve the exercise of some discretion and minor decision making.

Indicative tasks of a Grade 2 position are:

UNIT	ELEMENT
Information Handling	Update and modify existing organisational records Remove inactive files Copy data onto standard forms
Communication	Respond to incoming telephone calls Make telephone calls Draft simple correspondence
Enterprise	Provide information from own function area Re-direct inquiries and/or take appropriate follow-up action Greet visitors and attend to their needs
Technology	Operate equipment Identify and/or rectify minor faults in equipment Edit and save information Produce document from written text using standard format Shut down equipment
Organisational	Organise own work schedule Know roles and functions of other employees
Team	Participate in identifying tasks for team Complete own tasks Assist others to complete tasks



Business Financial	Reconcile invoices for payment to creditors Prepare statements for debtors Enter payment summaries into journals Post journals to ledger
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(v) A Grade 3 position is described as follows:

- (a) The employee may work under limited supervision with checking related to overall progress.
- (b) An employee at this grade may be responsible for the work of others and may be required to co-ordinate such work.
- (c) An employee at this grade applies knowledge with depth in some areas and a broad range of skills. Usually, work will be performed within routines, methods and procedures where some discretion and judgement is required.

Indicative tasks of a Grade 3 position are:

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

(vi) A Grade 4 position is described as follows:

- (a) The employee may be required to work without supervision, with general guidance on progress and outcomes sought. Responsibility for the organisation of the work of others may be involved.

- (b) An employee at this grade applies knowledge with depth in some areas and a broad range of skills. There is a wide range of tasks, and the range and choice of actions required will usually be complex.
- (c) An employee at this grade applies competencies usually applied within routines, methods and procedures where discretion and judgement is required, for both self and others.

Indicative tasks of a Grade 4 position are:

UNIT	ELEMENT
Information Handling	Categorise files Ensure efficient distribution of files and records Maintain security of filing system Train others in the operation of the filing system Compile report Identify information source(s) inside and outside the organisation
Communication	Receive and process a request for information Identify information source(s) Compose report/correspondence
Enterprise	Provide information on current service provision and resource allocation within area of responsibility Identify trends in client requirements
Technology	Maintain storage media Devise and maintain filing system Set printer for document requirements when various setups are available Design document format Assist and train network users Shut down network equipment
Organisational	Manage diary on behalf of others Assist with appointment preparation and follow up for others Organise business itinerary Make meeting arrangements Record minutes of meeting Identify credit facilities Prepare content of documentation for meetings
Team	Plan work for the team Allocate tasks to members of the team Provide training for team members
Business Financial	Prepare financial reports Draft financial forecasts/budgets Undertake and document costing procedures

(vii) A Grade 5 position is described as follows:

- (a) The employee may be supervised by professional staff and may be responsible for the planning and management of the work of others.
- (b) An employee at this grade applies knowledge with substantial depth in some areas, and a range of skills, which may be varied or highly specific. The employee may receive assistance with specific problems.
- (c) An employee at this grade applies knowledge and skills independently and non-routinely. Judgement and initiative are required.

Indicative tasks of a Grade 5 position are:

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

"Community Support Worker" means a person who provides drop-in case management support for persons with cerebral palsy and/or other disabilities living independently in the community.

"Day Worker" means a worker who works his/her ordinary hours from Monday to Friday, inclusive, and who works on such days at any time between 8.00am and 6.00pm.

"General Services Workers (GSW)" means either a person who indirectly assists either The Centre or the clients, and includes workers such as drivers, cleaners, laundry persons, audio visual officer and technician or who assists with the maintenance and upkeep of The Centre owned or leased premises such as handypersons and gardeners. The nature and complexity of repairs, maintenance and other services to be undertaken must be commensurate with the workers' competencies.

"Keyworker" means a person who provides case management support to people with cerebral palsy who live in group homes and attend employment or community access services, or those who continue to live with their parents and who also attend employment or community access service.

"Program Assistant" formally known as a "Medical Aide", means a person appointed as such who is wholly or substantially engaged in carrying out activities and tasks to assist, or under direction of, professional staff in relation to services offered through client related programs.

"Shift Worker" means a worker who is not a day worker as defined.

"Supervisor" is a person who provides or assists in providing formal operations supervision of a team of care services workers. A supervisor ensures that duty of care and procedural fairness principles are observed and offers advice and problem solving assistance. Is aware of and maintains appropriate communication channels with all key staff and clients and their families.

In addition to the above, it is agreed that:

House Managers -

Level 2 houses would require managers to work on, at most twelve (12) weekends per annum.

Level 3 houses would require managers to work on the majority of weekends (either Saturday or Sunday only).

The wage rates are inclusive of the above and therefore, would be in lieu of weekend penalties. Overtime would be paid for all hours worked in excess of 164.67 hours a month (averaged on thirty-eight (38) hours per week) and with prior approval from management. House Managers are exempt from clause 4, Hours, subclauses (xii), (xiii) and (xv).

All positions will be packaged.

Other Supervisors (including Assistant House Managers) -

Supervisors' positions will fall into either one of two levels of the Care Services Job Family Matrix (Level F (AQF 5) and Level G (AQF 6)).

Assistant House Managers would have the same conditions as House Managers (see above) and would be associated with Level 2 and 3 houses only.

The wage rates for Assistant House Managers are inclusive of the above and therefore, would be in lieu of weekend penalties. Overtime would be paid for all hours worked (with prior approval from management) in excess of 164.67 hours a month (averaged on thirty-eight (38) hours per week). Supervisors, including Assistant House Managers, are exempt from clause 4, Hours, subclauses (xii), (xiii) and (xv).

All positions will be packaged.

"Direct Supervision" shall mean that a person:

- (i) receives detailed instructions on the work to be performed; and
- (ii) performs tasks which are part of an overall work routine; and
- (iii) is subject to regular personal progress checks on the work being performed.

"General Supervision" shall mean that a person:

- (i) receives instructions on what is required on unusual or difficult features of the work and on the method of approach when new procedures are involved; and
- (ii) is normally subject to progress checks which are usually confined to unusual or difficult aspects of the task; and
- (iii) has the knowledge and experience required to perform the duties, usually without specific instructions, but has assignments reviewed on completion.

"Limited Supervision" shall mean that a person:

- (i) may be subject to progress checks which will be principally confined to establishing that satisfactory progress is being made; and
- (ii) may have assignments reviewed on completion.

"Temporary Employee" A temporary employee shall mean an employee who is engaged for a continuous but limited period.

"The Association" means The Health Services Union.

"The Centre" means The Spastic Centre of New South Wales Limited and also includes its wholly owned subsidiaries The Spastic Centre of New South Wales (Venee Burgess House), The Spastic Centre of New South Wales (Therapy Services), The Spastic Centre of New South Wales (Community Access Services), The Spastic Centre of New South Wales (Accommodation - North), The Spastic Centre of New South Wales (Accommodation - South) and The Spastic Centre of New South Wales (Accommodation - Hunter).

### 3. Salaries and Wages

- (i) The minimum rates of wage per week for employees shall be the rates of wage as set out in Part C - Monetary Rates, Tables 1(a) and (b), Table 2 Salary Rates and Table 3 Allowances .
- (ii)
- (a) Where an employee with disabilities performs work to a level which would be reasonable for an able-bodied worker, the worker with disabilities shall be paid the full award rate for the duties so performed.
- (b)
- (1) Where an employee with disabilities deems himself/herself unable to perform work to a level which is reasonable for an able-bodied worker, the employee with disabilities shall be paid such percentage of the award rate for the work performed, as the worker with disabilities' performance level bears to that which is reasonable for an able-bodied worker performing the same work. Provided that the percentage referred to shall be determined by the agreed assessment procedure.
- Provided that an employee with disabilities may elect to be paid a lesser percentage than that determined by the agreed assessment procedure where the value of entitlements provided as government assistance to the disabled, foregone as a result, would be greater than the wage so earned. Such election is to be made by the employee with disabilities concerned.
- (2) There shall be an assessment procedure agreed to by the parties for the purposes outlined in subparagraph (1) of this paragraph. The performance of each employee with disabilities referred to in this paragraph shall be assessed at least annually, using the agreed assessment procedure.
- (3) Where a worker with disabilities disagrees with the percentage determined by the agreed assessment procedure, such worker with disabilities shall have the right to appeal to an assessment committee comprising a representative of each of the parties to this award and a worker with disabilities. In the event that the committee fails to resolve the issue, the worker with disabilities may exercise his/her rights under the *Industrial Relations Act* (NSW) 1996.
- (iii) Note: The intention of this award is also to preserve the long standing nexus between it and the Social and Community Services Employees (State) Award.

### 4. Hours

- (i) The ordinary hours of work for day workers, exclusive of meal times, shall not exceed 152 hours per twenty-eight (28) calendar days, to be worked Monday to Friday, inclusive, and to commence on such days at or after 8.00am and finish before or at 6.00pm.
- (ii)
- (a) The ordinary hours of work for shift workers, exclusive of meal times, shall not exceed seventy-six (76) per fortnight in each roster cycle, or an average of thirty-eight (38) hours per week in each roster cycle.
- (b) Each worker shall be free from duty for not less than two (2) full days in each week, or four (4) full days per fortnight. Such days off may be non-consecutive by mutual agreement between The Centre and the employee. In addition, an afternoon or night shift shall not precede such days off unless an additional eight (8) hours are granted as sleeping time. However, the additional eight (8) hours of sleeping time may, by mutual agreement between The Centre and employee, not be taken by the employee.

- (iii) The hours of work prescribed in subclause 4(i) shall be worked in the following ways:
- (a) 152 hours per twenty-eight (28) calendar days, to be arranged in order that an employee shall not be required to work their ordinary hours on more than nineteen (19) days in the cycle.
  - (b) Where this is not possible, or by mutual agreement:
    - (1) Seventy-six (76) hours per fortnight, to be arranged in order that an employee shall not be required to work their ordinary hours on more than ten (10) days in the fortnight; or,
    - (2) Thirty-eight (38) hours per week, to be arranged in order that an employee shall not be required to work their ordinary hours on more than five (5) days in one week,
  - (c) Notwithstanding the provisions of paragraph (a) of this subclause, employees who are currently working shifts of less than eight (8) hours duration may continue to work shifts of the same duration on twenty (20) days in each cycle of twenty-eight (28) days.
- (iv) The employee's allocated day off duty prescribed in paragraph (c) of subclause (iii) of this clause shall be determined by agreement between the employee and The Centre, having regard to the needs of The Centre or sections thereof. Where practicable, such allocated day off duty shall be consecutive with the days off duty prescribed by paragraph (b) of subclause (ii) and paragraph (b) of subclause (iii) of this clause. Provided, however, that by mutual agreement between The Centre and the employee the allocated day off may be taken on a day other than consecutively with their normal rostered days off to suit the needs of The Centre and the wishes of the employee. The employee may accrue their Accumulated Days Off (ADO's) for a period not exceeding six (6) months, unless there has been mutual agreement between The Centre and the employee.
- (v) Once set, the allocated day off may not be changed in a current cycle unless there are genuine unforeseen circumstances prevailing. Where such circumstances exist and the allocated day off is changed, another day shall be substituted in the current cycle. Should this not be practicable, the day must be given and taken in the next cycle immediately following.
- (vi) There shall be no accrual of credit towards an allocated day off for each day of ordinary annual leave taken in accordance with subclause (i) of clause 15, Annual Leave. However, where an employee has accumulated sufficient time to take his/her allocated day off duty prior to entering on annual leave, and that day would have been taken if the employee had not proceeded on annual leave, it shall be allowed to the employee on the first working day immediately following the period of leave.
- Where an employee has not accumulated sufficient time for an allocated day off duty prior to entering annual leave, time in credit shall count towards taking the next allocated day off duty falling in sequence after the employee's return to duty.
- (vii) An employee will not accrue credits towards an allocated day off when they are on annual leave, unpaid leave, study leave and long service leave.
- (viii) An employee entitled to allocated days off duty in accordance with paragraph (a) of subclause (iii) of this clause shall continue to accumulate credit towards his/her day off duty while on paid sick leave, for periods of up to four (4) weeks. Where an employee's allocated day off duty falls during a period of paid sick leave, the employee's available sick leave shall not be debited for that day.
- (ix) Where an employee's allocated day off duty falls due during a period of workers' compensation the employee, on returning to duty, shall be given the next allocated day off duty in sequence.
- (x) Where an employee's allocated day off duty falls on public holidays as prescribed by clause 14, Public Holidays, the next working day shall be taken in lieu thereof where practicable, or another day as mutually agreed.

- (xi) Except for meal breaks each day, all time from the time of commencing work until the time of finishing duty each day shall be computed as ordinary working time. This shall not apply to those positions being worked as broken shifts.
- (xii) There shall be a minimum break of eight (8) hours between ordinary rostered shifts on successive days.
- (xiii) There shall be a minimum break of eight (8) hours between broken shifts rostered on successive days.
  - (a) The time between the commencement and termination of a broken shift preceding a sleepover shall not exceed sixteen (16) hours. Furthermore, if the sleepover is consequently followed by a rostered shift on the next calendar day, there shall be a minimum break of eight (8) hours between the previous calendar day's broken shift and the following calendar day's rostered shift.
- (xiv) Two separate ten (10) minute tea breaks (in addition to meal breaks) shall be allowed to each employee during each ordinary shift. Subject to agreement between the employer and employee, two ten (10) minute breaks may alternatively be taken as one twenty (20) minute break or the employee allowed to proceed off duty ten (10) minutes before the completion of their normal finishing time. Such tea breaks shall count as working time.
- (xv) Where the employer so requests, and the employee agrees, he/she may be rostered to work up to sixteen (16) hours on any four (4) days in any one fortnightly period but such an employee shall not be required to work more than seventy-six (76) hours in that given fortnight and no more than two (2) consecutive days. All time worked in excess of seventy-six (76) hours in that given fortnight shall be paid at the applicable overtime rates.

#### **5. Roster of Hours**

- (i) The ordinary hours of work for each employee shall be displayed on a roster in a place conveniently accessible to employees. Such rosters shall be displayed at least two (2) weeks but in any case at least one (1) week, prior to the commencing date of the first working period in the roster.
- (ii) Provided that this provision shall not make it obligatory for The Centre to display any roster of ordinary hours of work of members of the relieving staff.
- (iii) Provided further that a roster may be altered at any time to enable the services of The Centre to be carried on in an emergency where another employee is absent from duty on account of illness, but, where such alteration involves an employee working on a day which would have been his or her day off, such employee may elect to be paid at overtime rates or have a day off in lieu thereof, which shall be as mutually arranged. Provided that this provision shall not apply where the only change to the roster of a permanent part-time or part-time employee is the mutually agreed addition of extra hours to be worked such that the employee still has two (2) rostered days off in that week, or four (4) days in the rostered period (fortnight).

Provided further that any alteration to the roster of hours of a day worker must be consistent with the definition of a day worker contained in clause 2, Definitions, and with clause 4, Hours.

- (iv) Where an employee is entitled to an allocated day off duty in accordance with clause 4, Hours, that allocated day off duty is to be shown on the roster of hours for that employee.
- (v) In order to ensure that all employees working in accommodation services (including respite) receive adequate supervision and information, house meetings are held on a regular basis. All employees are expected to attend and all time spent at the meeting will be regarded as time worked and paid at ordinary rates. House meetings will be run for a minimum of two (2) hours.

#### **6. Permanent Part-Time Employees**

- (i) A permanent part-time employee is one who is permanently appointed to work a specified number of hours which are less than those prescribed for a full-time employee, with a minimum start of three (3)

hours. Notwithstanding this, in low support houses, those with individualised funding arrangements and attendant care houses, the minimum start may be two (2) hours.

- (ii) Permanent part-time employees shall be paid an hourly rate calculated on the basis of one thirty eighth (1/38th) of the appropriate rate prescribed for full-time employees.
- (iii) Permanent part-time employees shall be entitled to all other benefits of this award not otherwise expressly provided for herein in the same proportion as their ordinary hours of work bear to full-time hours.
- (iv) The hours of a permanent part-time employee shall be so arranged that they may be balanced over a fortnight, provided that the average weekly hours worked shall be deemed to be the specified number of hours for the purposes of accrual of leave, and there shall be no interruption to the continuity of employment merely by reason of a part-time employee working on a "week on", "week off" basis.

### 7. Casual Employees

- (i) A casual employee is an employee who is engaged on an hourly basis, otherwise than as a permanent part-time or full-time employee and shall only be employed in circumstances where another employee is absent. Casuals will be paid one thirty-eighth (1/38th) of the appropriate rate as prescribed in clause 3, Salaries and Wages, plus a loading of 10% for work carried out during (8am-6pm Mon to Fri) and 25% loading for work carried out during (6pm-8am Mon to Fri and weekend shifts) with a minimum payment of two (2) hours for each engagement.
- (ii) Casual employees who are required to work on a public holiday, in lieu of the loading prescribed in subclause (i) of this clause, shall be paid a loading of 150 %.
- (iii) Casual employees shall not be entitled to the provisions of clause 4, Hours, clause 10, Overtime, except subclause viii (b), clause 14, Public Holidays, and clause 18, Sick Leave.
- (iv) Casual employees are entitled to pro rata payment in lieu of annual leave in accordance with the *Annual Holidays Act 1944*.
- (v) Personal Carers Entitlement for casual employees
  - (a) Subject to the evidentiary and notice requirements in Clauses 20(i)(b) and 20(i)(d) 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 Clause 20(i)(c)(2) who are sick and require care and support, or who require care due to an unexpected emergency, or the birth of a child.
  - (b) 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.
  - (c) 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.
- (vi) Bereavement entitlements for casual employees
  - (a) Subject to the evidentiary and notice requirements in Clause 19(ii)(a)(2) 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 Clause 20(i)(c)(2).
  - (b) 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



- (c) 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.

### **8. Temporary Employees**

- (i) Fixed term or task contracts of employment may be offered and such temporary employees engaged where necessary to meet the genuine occupational requirements of The Centre, which may include but not be limited to parental leave, limited term funding arrangements, long-term relief, or forthcoming service reductions.
- (ii) Additional hours and/or shifts that do become available should, however, be offered in the first instance to permanent part-time employees prior to any decision to engage temporary employees.
- (iii) The provision of clause 38, Redundancy Provisions, will not apply to such employees.

### **9. Relieving Other Members of Staff**

An employee required by The Centre or some other authorised representative to formally relieve another employee paid on a higher scale shall be paid for the time so spent at the rate prescribed for the employee so relieved. The relieving employee must be paid at a higher rate than they normally receive, and one that is commensurate with the additional responsibilities they will assume.

### **10. Overtime**

- (i) All time worked by employees outside the ordinary hours in accordance with clause 4, Hours, and clause 5, Roster of Hours, shall be paid for at the rate of time-and-one-half for up to two (2) hours each day, calculated on the ordinary hourly rate, and thereafter at the rate of double time calculated on the ordinary hourly rate; provided, however, that all overtime worked on Sunday shall be paid for at the rate of double-time and all overtime worked on public holidays shall be paid for at the rate of double-time-and-one-half, both calculated on the ordinary hourly rate.

Employees, by mutual agreement with The Centre, may elect to take time off in lieu of overtime. This will be calculated on a time for time basis. If this is not taken within three (3) months, then it shall be paid out at overtime rates.

- (ii) Employees recalled to work overtime after leaving The Centre's premises, whether notified before or after leaving the premises, shall be paid for a minimum of four (4) hours' work at the appropriate overtime rate applicable on such day for each time so recalled - provided that, except in unforeseen circumstances arising, employees shall not be required to work the full minimum number of hours prescribed above if the job they were recalled to perform is completed within a shorter period.
- (iii) An employee recalled to work overtime as prescribed by subclause (ii) of this clause shall be paid all fares and expenses reasonably incurred in travelling to and from the place of work.

Provided further that, where employees elect to use their own mode of transport, they shall be paid an allowance as set out in Part C - Monetary Rates, Table 3, Allowances Table, Item 1.

- (iv) Employees may be required to work a reasonable amount of overtime.
- (v) 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 on successive days or shifts.

Employees working broken shifts shall have at least eight (8) consecutive hours off duty between the work on successive days or shifts.

All references to "eight (8) consecutive hours off duty" in this subclause and subclause (vi) shall be deemed to include references to "ten (10) consecutive hours off duty for employees working broken shifts".

- (vi) Employees who have not
- (a) had a break of at least eight (8) consecutive hours of their ordinary work, or
  - (b) on a Saturday, a Sunday a public holiday, or on a rostered day off had eight (8) consecutive hours off duty in the twenty-four (24) hours preceding the ordinary commencing time on the next ordinary day or shift,

shall, subject to this subclause, be released after completion of such overtime until they have had ten (10) consecutive hours off duty without loss of pay for ordinary working time occurring during such absence.

If, on the instruction of The Centre, such an employee resumes or continues to work without having had such ten (10) consecutive hours off duty, they shall be paid at double-time the appropriate rate applicable on such day until they are released from duty for such period. In addition, they shall be entitled to be absent until they have had ten (10) consecutive hours off duty, without loss of pay.

- (vii) For the purposes of assessing overtime, each day shall stand alone. However, if any one period of overtime is continuous and extends beyond midnight, all overtime hours in this period shall be regarded as if they had occurred within the one day.

(viii)

- (a) All time worked by permanent part-time and part time employees in excess of ten (10) hours per day, shall be paid for at overtime rates; provided that those employees employed under the provisions of subclause (xv) of clause 4, Hours, shall be paid for all time in excess of sixteen (16) hours per day at overtime rates.
- (b) All time worked by permanent part-time employees, part time employees and casual employees in excess of the hours prescribed for a full-time employee (seventy-six (76) per fortnight) in clause 4, Hours, shall be paid for at overtime rates.

### **11. Penalty Rates for Shift and Weekend Work and Special Working Conditions**

- (i) Shift workers working night shift shall be paid fifteen (15) percent in addition to the ordinary rate for such shift; provided, however, that permanent part-time employees and part-time workers [other than those prescribed in Clause 33 (iii)] shall only be entitled to the additional rates when they work between 6.00 p.m. and 8.00 a.m.
- (ii) For the purposes of this clause, day and night shifts shall be defined as follows:
  - "Day shift" means a shift that spans the hours of 8.00am and 6.00pm
  - "Night shift" means a shift that spans the hours of 6.00pm and 8.00am.
- (iii) Employees whose ordinary working hours include work on a Saturday and/or Sunday shall be paid for ordinary working hours worked between midnight on Friday and midnight on Saturday at the rate of time and one-half, and for ordinary hours worked between midnight on Saturday and midnight on Sunday at the rate of time and three-quarters. These extra rates shall be in substitution for and not cumulative upon the shift allowances prescribed in subclause (i) of this clause).
- (iv) Employees working a broken shift shall be paid at the rate as set out in Part C - Monetary Rates, Table 3, Allowances Table Item 2, for each break in the shift. Broken shifts may be worked only by those employees who have no supervisory responsibilities, unless agreed to by The Centre. The time between the commencement and termination of a broken shift shall not exceed sixteen (16) hours.

There shall be a minimum break of eight (8) hours between broken shifts rostered on successive days.

The time between the commencement and termination of a broken shift preceding a sleepover shall not exceed sixteen (16) hours. Furthermore, if the sleepover is consequently followed by a rostered shift on the next calendar day, there shall be a minimum break of eight (8) hours between the previous calendar day's broken shift and the following calendar day's rostered shift.

- (v) An employee sent for duty to a place other than his/her regular place of duty shall be paid for all excess travelling at the appropriate rate of pay and reimbursed excess travelling expenses. This excludes circumstances, where employees attend training that is voluntary and for their own self-development.

## 12. Sleepover

- (i) Employees who work in accommodation services are engaged on the basis that they are required to undertake a sleepover.
- (ii) The following conditions shall apply to each night of "sleepover":
  - (a) No work, other than that of an essential nature involving direct care of the residents, shall be required to be performed during any sleepover. The Centre undertakes that, in consultation with The Association, a review of the sleepover practices at all houses will be reviewed at three (3) monthly intervals, and, if it is found that employees are performing duties other than those deemed to be essential, an awake shift will be implemented.
  - (b) All time actually worked during any sleepover shall count as time worked. All time worked by full-time employees during any sleepover shall be paid at overtime rates. All time worked by permanent part-time and part-time employees and casual employees during any sleepover shall be paid for at ordinary rates; provided that, if the total number of hours worked on that day exceeds ten (10), then the excess hours worked on that day shall be paid for at overtime rates; and provided further that, if the total number of hours worked in the week exceeds thirty-eight (38) hours or seventy-six (76) per fortnight, then the excess hours worked during such sleepovers in that week shall be paid for at overtime rates.
  - (c) An employee who sleeps over in accordance with subclause (i) of this clause shall be paid an allowance as set out in Part C - Monetary Rates, Table 3, Allowances Table, Item 3, for each sleepover.
  - (d) Generally, the time for a sleepover shall not be less than seven (7) hours or more than nine (9) hours on any one night. However, depending upon client needs, a sleepover may commence and/or finish earlier or later than the times rostered for the start and finish of the sleepover; provided that the time for a sleepover shall be not less than seven (7) hours or more than ten (10) hours.
  - (e) Employees shall be provided with free board and lodging for each night on which they are required to sleep over.
  - (f) Employees shall be provided with a separate room with a bed and use of staff facilities.
  - (g) A sleepover may be rostered to commence immediately at the conclusion of the employee's shift and continuous with that shift; and/or immediately prior to the employee's shift and continuous with that shift, and not otherwise.
  - (h) No employee shall be required to sleep over during any part of his/her rostered days off and/or allocated days off provided for in subclauses (ii) and (iii) of clause 4, Hours.
  - (i) Casual employees may only be used for sleepovers when full-time employees or part-time employees are not available for that duty, and in no case shall casual employees be employed exclusively or almost exclusively for sleepovers.

- (iii) Nothing in this clause shall preclude The Centre from rostering an employee to work shift work in lieu of undertaking sleepovers.

### 13. Meal Breaks

- (i) Time not exceeding one hour and not less than thirty (30) minutes shall be allowed for each meal, provided that, where an employee is called upon to work for any portion of his/her meal hour, he/she shall be paid at overtime rates for the whole of the meal break and the employee shall be allowed to take a break for the taking of such meal. Provided further that employees employed in accommodation services may be allowed a half-hour paid break for the partaking of each meal.
- (ii) An employee who is required to work overtime for more than two (2) hours shall be supplied with a meal.
- (iii) Employees shall not be required to work more than five (5) hours without a meal break. Where the shift is of not more than five (5) hours duration, there shall be one ten (10) minute break, which shall count as time worked.

### 14. Public Holidays

- (i) For the purposes of this award, the following shall be deemed to be public holidays, viz: New Year's Day, Australia Day, Good Friday, Easter Saturday, Easter Monday, Anzac Day, Queen's Birthday, Eight-hour Day, Christmas Day, Boxing Day and any other day duly proclaimed and observed as a public holiday for the State.

In addition to those public holidays specified in this subclause, employees shall be entitled to an extra public holiday each year. Such public holiday shall occur on a date, which is agreed upon between The Association and The Spastic Centre and shall be regarded for all purposes of this clause as any other public holiday.

- (ii) Public holidays shall be allowed to employees on full pay. Where a full-time, part-time or permanent part-time employee is required to and does work on any of the holidays set out in subclause (i) of this clause, such work shall be paid, in lieu of other shift allowances, weekend penalty rates and casual loadings, at the rate of double-time-and-one-half, with a minimum payment for four (4) hours' work.
- (iii) If a public holiday falls on the day that an employee is normally rostered to work and The Centre does not require them to work, they shall be paid one day's pay in addition to the weekly rate. In addition, The Centre undertakes not to change the employees' roster so as to avoid payment.
- (iv) If a public holiday falls on a day that a full-time day worker, a part-time employee or permanent-part time employee was not normally rostered to work, then no payment shall be paid. However, if they are required to work, then clause 14 subclause (ii) applies.

### 15. Annual Leave

- (i) See *Annual Holidays Act 1944*.
- (ii)
- (a) In addition to the leave prescribed by subclause (i), employees who work their ordinary hours on Sundays and/or public holidays prescribed by clause 14, Public Holidays, are entitled to receive additional annual leave as follows, if during a qualifying period of employment for annual leave purposes they have worked:

Number of ordinary shifts worked on Sundays and/or Public holidays	Additional annual leave	
	FT	PPT
4 to 10	1 day	0.2
11 to 17	2 days	0.4
18 to 24	3 days	0.6

25 to 34	4 days	0.8
35 or more	5 days	1 wk

Notation: The above leave is calculated on the following basis:

- (1) If thirty-five (35) ordinary shifts have been worked-one (1) week.
- (2) If less than thirty-five (35) ordinary shifts have been worked and the workers work forty (40) hours per week - proportionately calculated on the basis of forty (40) hours leave for thirty-five (35) such shifts worked.
- (3) If less than 35 thirty-five (35) ordinary shifts have been worked and the workers work less than forty (40) hours per week - proportionately calculated on the basis of leave equivalent to the number of hours ordinarily worked per week for thirty-five (35) such shifts worked.

The calculations referred to above shall be made to the nearest one-fifth (1/5th) of the ordinary hours worked, half or more than half of one-fifth (1/5th) being regarded as one-fifth (1/5th) and less than half being disregarded.

Provided that an employee, entitled to additional annual leave by virtue of this subclause, may elect to be paid an amount equivalent to the value of his/her additional leave entitlements in lieu of taking the additional leave. Such election is to be made in writing by the employee at the commencement of each year of employment and is irrevocable during the currency of that year of employment.

- (a) Part-time and permanent part-time employees shall be paid an amount equivalent to the average of the value of their additional leave entitlements.
- (b) On termination of employment employees are to be paid for any untaken annual leave due under this subclause, together with payment for any leave in respect of an uncompleted year of employment, calculated in accordance with this subclause, together with payment for any untaken annual leave due in accordance with subclause (i) of this clause.
- (iii) The employer shall give to each employee three (3) months' notice, where practicable, and not less than one (1) month's notice of the date upon which the employee shall enter upon annual leave.
- (iv) Employees are required to give no less than one (1) month's notice of date on which they intend to take annual leave.
- (v) Leave without pay may be taken in the event of a forced closedown. However, The Centre reserves the right to enforce that annual leave is taken within six (6) months of accrual as per the *Annual Holidays Act 1944*.

#### **16. Annual Leave Loading**

- (i) Employees shall be entitled to annual leave loading of 17.5% on four (4) weeks of the appropriate weekly rate of pay, or shift allowances and weekend penalties, whichever is the greater.
- (ii) A shift worker, as defined in clause 2, Definitions, of this award, shall be paid while on annual leave his/her ordinary pay plus shift allowances and weekend penalties calculated on the ordinary rate of pay they would have worked if they had not been on leave. Provided that shift allowances and weekend penalties shall not be payable for public holidays, which occur during a period of annual leave or for days which have been added to annual leave in accordance with the provisions of clause 14, Public Holidays, of this award.
- (iii) No loading is payable where the annual leave is taken wholly or partly in advance, provided however, that if the employment of such an employee continues until their next anniversary date, the loading then becomes payable.

- (iv) No annual leave loading will be paid when an employee terminates of their own accord and has no accrual. Where such an employee terminates of their own accord but has already accrued leave loading, payment for leave loading will be made.

### 17. Long Service Leave

- (i) Every employee, after ten (10) years continuous service with The Centre, shall be entitled to two (2) months leave of absence on full pay, and, for each additional five (5) years continuous service thereafter, to an additional two-and-one-half (2 ½) month's leave of absence on full pay.

Where the service of an employee with at least five (5) years' service is terminated by the employer for any reason other than the employees serious and wilful misconduct, or by the employee on account of illness, incapacity or pressing domestic necessity, or by reason of death of the employee, the employee shall be entitled for five (5) years service to one (1) month's long service leave on full pay and for service after five (5) years to a proportionate amount of such leave on full pay, calculated on the basis of two (2) months long service leave for ten (10) years' service.

- (ii) Where an employee has acquired a right to long service leave with pay under subclause (i) of this clause, then and in every such case:

If such employee dies before entering upon such extended leave or if, after having entered upon the same, he/she dies before its termination, his/her widow/widower or, in the case of a widower/widow leaving children, his/her children or their guardians or other dependent relative or their legal representative shall be entitled to receive the monetary value of the leave not taken or not completed, as the case may be, and computed at the rate of salary the employee was receiving at the time of his/her death.

- (iii) For the purposes of this clause:

(a) Continuous service prior to the coming into force of this award shall be taken into account.

(b) One (1) month equals four and one-third (4 1/3) weeks.

(c) Continuous service shall be deemed not to have been broken by:

(1) any period of absence on leave without pay not exceeding six (6) months;

(2) absence of an employee while a member of the defence forces of the Commonwealth in time of war;

(3) any period of absence on unpaid maternity leave, but such period of absence shall not count as service.

- (iv) Where any employee has been granted a period of long service leave prior to the coming into force of this award, the amount of such leave shall be debited against the amount of leave due under this award.

- (v) Where an employee has acquired a right to an allocated day off duty on pay prior to entering a period of long service leave, such day shall be taken on the next working day immediately following the period of long service leave.

An employee returning to duty from long service leave shall be given the next allocated day off duty in sequence, irrespective of whether sufficient credits have been accumulated or not.

### 18. Sick Leave

- (i) Full-time employees - A full-time employee shall be entitled to sick leave on full pay, calculated by allowing seventy-six (76) ordinary hours of work for each year of service. Any unused leave shall remain to the employee's credit.

- (ii) All periods of absence due to sickness shall be certified to by a registered medical practitioner; provided, however, that The Centre may dispense with the requirements of a medical certificate where the absence does not exceed two consecutive working days or where, in The Centre's opinion, the circumstances are such as not to warrant such requirement.
- (iii) The Centre shall not change the rostered hours of work of an employee fixed by the roster or rosters applicable to the seven (7) days immediately following the commencement of sick leave merely by reason of the fact that the employee is on sick leave.
- (iv) The payment for any absence on sick leave in accordance with this clause during the first three (3) months of employment of an employee may be withheld by The Centre until the employee completes such three (3) months of employment, at which time the payment shall be made.
- (v) Each employee shall take all reasonably practicable steps to inform The Centre of his or her inability to attend for duty and, as far as possible, state the estimated duration of the absence.

Where practicable, such notice shall be given within twenty-four (24) hours of the commencement of such absence.

- (vi) Part-time and permanent part-time workers - these employees shall be entitled to sick leave in the same proportion as the average weekly hours worked over the preceding twelve (12) months or from the time of the commencement of employment, whichever is the lesser, bears to thirty-eight (38) ordinary hours of one (1) week. Such entitlements shall be subject to all the above conditions applying to full-time employees.
- (vii) An employee shall not be entitled to sick leave on full pay for any period in respect of which such employee is entitled to full pay on workers' compensation; provided, however, that where an employee is in receipt of compensation which is less than full pay an employer shall pay to an employee, who has sick leave entitlements under this clause, the difference between the amount received as workers' compensation and full pay. The employee's sick leave entitlement under this clause shall for each week during which such difference is paid be reduced by the proportion of hours, which the difference bears to full pay. On the expiration of available sick leave, weekly compensation payments only shall be payable.
- (viii) If an award or public holiday occurs during an employee's absence on sick leave, then such award holiday shall not be counted as sick leave.

### **19. Compassionate Leave**

- (i) An employee shall be entitled to a maximum of three (3) days' leave without loss of pay on each occasion and on production of satisfactory evidence of the death of a person prescribed for the purposes of Personal/Carer's Leave in Clause 20 (i) (c) (2), provided that for the purpose of bereavement leave, the employee need not have been responsible for the care of the person concerned.
- (ii) An employee shall not be entitled to bereavement leave under this clause during any period in respect of which the employee has been granted other leave.
- (iii) Bereavement leave may be taken in conjunction with other leave available under subclauses (Clause 20 (i), (ii), (iii), (iv) and (v)) in the said clause (Personal Carer's clause). In determining such a request the employer will give consideration to the circumstances of the employee and the reasonable operational requirements of the business.
- (iv) An employee shall be entitled to compassionate leave where the employee is forced to be absent from duty because of unforeseen urgent pressing necessity, eg floods or bushfires, which prevent attendance for duty. Such leave shall be limited to the time necessary to cover the immediate emergency. The period of paid leave will be limited to one day on each occasion.
- (v) An absence occasioned by personal exigencies which might fairly be regarded as an obligation on the employee, rather than The Centre, to make good, or absences of time in excess of that provided for in

subclauses (i) to (ii) above, may be covered by the grant of leave without pay, or if the employee so desires, charged against available annual leave credits.

## 20. State Personal/Carer's Leave

### (i) Use of Sick Leave

(a) An employee other than a casual employee, with responsibilities in relation to a class of person set out in (c) who needs the employee's care and support shall be entitled to use, in accordance with this subclause, any current or accrued sick leave entitlement provided for by clause 18, 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.

(b) The 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. In normal circumstances, an employee must not take carer's leave under this subclause where another person has taken leave to care for the same person, or
- (2) establish by production of documentation acceptable to the employer or a statutory declaration, the nature of the emergency and that such emergency resulted in the person concerned requiring care by the employee.

(c) The entitlement to use sick leave in accordance with this subclause is subject to:

- (1) the employee being responsible for the care of the person concerned; and
- (2) the person concerned being
  - (A) a spouse of the employee, or
  - (B) 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
  - (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 and legal guardian), grandparent, grandchild or sibling of the employee or spouse or de facto spouse of the employee, or
  - (D) a same sex partner who lives with the employee as the de facto partner of that employee on a bona fide domestic basis, or
  - (E) a relative of the employee who is a member of the same household where for the purposes of this paragraph:

"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.

(d) An employee shall, wherever practicable, give The Centre notice prior to the absence of the intention to take leave, the name of the person requiring care and that person's relationship to the employee, the reasons for taking such leave and the estimated length of absence. If it is not



practicable for the employee to give prior notice of absence, the employee shall notify The Centre 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 employer and employee shall discuss appropriate arrangements which, as far as practicable, take account of the employer's and employee's requirements.

Where the parties are unable to reach agreement the disputes procedure at Clause 29 should be followed.

(ii) Unpaid Leave for Family Purpose

An employee may elect, with the consent of The Centre, to take unpaid leave for the purpose of providing care and support to a member of a class of person set out in subparagraph (ii) of paragraph (c) above who is ill or who require care due to an unexpected emergency.

(iii) Annual Leave

(a) An employee may elect with the consent of the employer, 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.

(b) Access to annual leave, as prescribed in paragraph (a) of this subclause shall be exclusive of any shutdown period provided for elsewhere under this award.

(c) An employee and employer 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.

(d) An employee may elect with the employers agreement to take annual leave at any time within a period of 24 months from the date at which it falls due

(iv) Time Off in Lieu of Payment for Overtime

(a) For the purpose of providing care and support for a person in accordance with subclause (i) of this clause, and the provision of clause 10, Overtime, the following provision shall apply.

(b) An employee may elect, with the consent of The Centre, to take time off in lieu of payment for overtime at a time or times agreed with the employer within twelve (12) months of the said election.

(c) Overtime taken as time off during ordinary time hours shall be taken at the ordinary time rate, that is an hour for each hour worked.

(d) If, having elected to take time as leave in accordance with paragraph (a) above the leave is not taken for whatever reason, payment for time accrued at overtime rates shall be made at the expiry of the twelve (12) month period or on termination.

(e) Where no election is made in accordance with the said paragraph (a) the employee shall be paid overtime rates in accordance with this award.

(v) Make-up Time

(a) An employee may elect, with the consent of The Centre, to work "make up time", under which the employee takes time off ordinary hours, and works those hours at a later time, during the spread of ordinary hours provided in the award, at the ordinary rate of pay.

(b) An employee on shift work may elect, with the consent of The Centre, to work "make up time" (under which the employee takes time off ordinary hours and works those hours at a later time) at the shift work rate which would have been applicable to the hours taken off.

- (vi) Accumulated Days Off
- (a) An employee may elect, with the consent of The Centre, to take an accumulated day off at any time.
  - (b) An employee may elect, with the consent of The Centre, to take accumulated days off in part day amounts.
  - (c) An employee may elect, with the consent of The Centre, to accrue some or all accumulated days off for the purpose of creating a bank to be drawn upon at a time mutually agreed between the employer and employee or subject to reasonable notice by the employee or the employer.

## 21. Jury Service

An employee required to attend for jury service during his/her ordinary working hours shall be reimbursed by The Centre an amount equal to the difference between the amount paid in respect of his/her attendance for such jury service and the amount of wage he/she would have received in respect of the ordinary time he/she would have worked had he/she not been on jury service.

An employee shall notify The Centre as soon as possible of the date upon which he/she is required to attend for jury service. Further, the employee shall give The Centre proof of his/her attendance, the duration of such attendance and the amount received in respect of such jury service.

## 22. Parental Leave

- (i) All employees are entitled to parental leave in accordance with the provisions of the *Industrial Relations Act 1996*.
- (ii)
  - (a) Full-time employees and permanent part-time employees are eligible for paid parental leave in accordance with the following provisions:
  - (b) Permanent employees are eligible for paid parental leave when they have completed at least three (3) years of continuous service.
  - (c) Employees who are eligible for paid parental leave are entitled to such leave as follows:
    - (1) Paid Component of Parental Leave:
      - (A) Paid Maternity Leave - an eligible employee is entitled to four weeks paid maternity leave at ordinary pay from the date the maternity leave commences. In addition, an eligible employee will receive one week's leave at ordinary pay for four (4) consecutive fortnights, on returning to their normal duties.

Maternity leave may commence up to nine weeks prior to the expected date of birth. It is not compulsory for an employee to take this period off work. However, if an employee decides to work during this period, it is subject to the employee being able to satisfactorily perform the full range of normal duties.
      - (B) Paid Paternity Leave - an eligible employee is entitled to one week paid paternity leave in any one year at ordinary pay, which must commence within four weeks of the birth of the child (Eligible employees will be as defined in the *Industrial Relations Act 1996*.)
      - (C) Paid Adoption Leave - an eligible employee is entitled to paid adoption leave of four weeks from and including the date of taking custody of the child. In addition, an eligible employee will receive one week's leave at ordinary pay for four (4) consecutive fortnights, on returning to their normal duties.

- (D) Such leave may be paid:
- (i) on a normal fortnightly or monthly basis;
  - (ii) in advance in a lump sum for the first four (4) weeks of entitlement;
  - (iii) for the first four (4) weeks of entitlement at the rate of half pay over a period of eight (8) weeks on a regular fortnightly basis for maternity or adoption leave.

Annual and/or long service leave credits can be combined with periods of maternity leave or adoption leave on half pay to enable an employee to remain on full pay for that period.

(2) Unpaid Component of Parental Leave:

- (A) Unpaid Maternity Leave - An employee is entitled to a further period of unpaid maternity leave of not more than forty-eight (48) weeks.
- (B) Unpaid Paternity Leave - An employee is entitled to a further period of unpaid paternity leave of not more than three (3) weeks, to be taken in conjunction with a period of paid paternity leave, unless otherwise agreed by the employer and employee.
- (C) Unpaid Adoption Leave - An employee is entitled to unpaid adoption leave as follows:
- (i) where the child is under the age of twelve (12) months - a period of not more than forty-eight (48) weeks from date of taking custody;
  - (ii) where the child is over the age of twelve (12) months - a period of up to forty-eight (48) weeks, such period to be agreed upon by both the employee and the employer.
  - (iii) an employee who has once met the conditions for paid maternity leave and paid adoption leave will not be required to again work the three (3) years continuous service in order to qualify for a further period of maternity leave, unless:
    - (a) there has been a break in service where the employee has been re-employed or re-appointed after a resignation, medical retirement or after her services have been otherwise dispensed with: or retirement or after her services have been otherwise dispensed with; or
    - (b) the employee has completed a period of leave without pay of more than forty (40) weeks. In this context, leave without pay does not include sick leave without pay, maternity leave without pay or leave without pay associated with an illness of injury compensable under the Workers' Compensation Act.
- (D) An employee who intends to proceed on maternity or paternity leave should formally notify the employer of such intention as early as possible, so that arrangements associated with the absence can be made. Written notice of not less than eight (8) weeks prior to the commencement of the leave should accordingly be given. This notice must include a medical certificate stating the expected date of birth and should also indicate the period of leave desired.
- (E) In the case of notification of intention to take adoption leave, due to the fact that an employee may be given little notice of the date of taking custody of a child, employees who believe that, in the reasonably near future, they will take custody

of a child, should formally notify their employer as early as practicable of the intention to take adoption leave. This will allow arrangements associated with the adoption leave to be made.

- (F) After commencing maternity leave or adoption leave, an employee may vary the period of her maternity leave or adoption leave, once, without the consent of the employer and otherwise, with the consent of the employer. A minimum of four (4) weeks' notice must be given, although an employer may accept less notice if convenient.
- (G) Any person who occupies the position of an employee on parental leave must be informed that the employee has the right to return to her former position. Additionally, since an employee also has the right to vary the period of her maternity leave or adoption leave, offers of temporary employment should be in writing, stating clearly the temporary nature of the contract of employment. The duration of employment should also be set down clearly, to a fixed date or until the employee elects to return to duty, whichever occurs first.
- (H) When an employee has resumed duties, any period of full pay leave is counted in full for the accrual of annual and long service leave and any period of maternity leave or adoption leave on half pay is taken into account to the extent of one-half thereof when determining the accrual of annual and long service leave.
- (I) Except in the case of employees who have completed ten (10) years service, the period of parental leave without pay does not count as service for long service leave purposes. Where the employee has completed ten (10) years service the period of parental leave without pay shall count as service for long service leave purposes provided such leave does not exceed six (6) months.
- (J) Parental leave without pay does not count as service for incremental purposes. Periods of parental leave on full pay and at half pay are to be regarded as service for incremental progression on a pro-rata basis.
- (K) Where public holidays occur during a period of paid parental leave, payment is at the rate of parental leave received, that is the public holidays occurring in a period of full pay parental leave are paid at the full rate and those occurring during a period of half pay leave are paid at the half rate.
- (L) If because of an illness associated with her pregnancy an employee is unable to continue to work then she can elect to use any available paid leave (sick, annual and/or long service leave) or to take sick leave without pay.
- (M) Where an employee is entitled to paid maternity leave, but because of illness, is on sick, recreation, long service leave, or sick leave without pay prior to the birth, such leave ceases four (4) weeks prior to the expected date of the birth. The employee then commences maternity leave with the normal provisions applying.
- (N) Where, because of an illness or risk associated with her pregnancy, an employee cannot carry out the duties of her position, an employer is obliged, as far as practicable, to provide employment in some other position that she is able to satisfactorily perform. A position to which an employee is transferred under these circumstances must be as close as possible in status and salary to her substantive position.
- (O) In the event of a miscarriage any absence from work is to be covered by the current sick leave provisions.

- (P) In the case of stillbirth, an employee may elect to take sick leave, subject to the production of a medical certificate, or maternity leave. She may resume duty at any time provided she produces a doctor's certificate as to her fitness.
- (Q) An employee who gives birth prematurely, and prior to proceeding on maternity leave shall be treated as being on maternity leave from the date leave is commenced to have the child. Should an employee return to duty during the period of paid maternity leave, such paid leave ceases from the date duties are resumed.
- (R) An employee returning from parental leave has the right to resume their former position. Where this position no longer exists the employee is entitled to be placed in a position nearest in status and salary to that of her former position and for which the employee is capable or qualified.
- (S) Employees may make application to their employer to return to duty for less than the full-time hours they previously worked.

Employees who return to work under this arrangement will be paid a pro-rata amount of the additional four (4) weeks paid maternity or adoption leave at ordinary pay as set out in clause (ii) (c) (1) (A).

- (T) Where an employee becomes pregnant while on maternity leave, a further period of unpaid maternity leave shall be granted. Should this second period of maternity leave commence during the currency of the existing period of maternity leave, then any residual maternity leave from the existing entitlement lapses.

A permanent employee who has returned to work after parental leave, must complete at least one (1) year of continuous service prior to the expected date of birth or prior to the date of taking custody of the child before they can again become eligible for paid parental leave.

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

- (iv) Right to request
  - (a) An employee entitled to parental leave may request the employer to allow the employee:
    - (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 employee in reconciling work and parental responsibilities.

- (b) 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) Employee's request and the employer's decision to be in writing

The employee's request and the employer's decision made under Clause 22 must be recorded in writing.

- (d) Request to return to work part-time

Where an employee wishes to make a request under Clause 22 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.

- (v) 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 employer 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 employee held before commencing parental leave; and

(2) 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 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 or other contact details which might affect the employer's capacity to comply with Clause 22.

- (c) 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 (a).

### **23. Accommodation and Amenities**

- (i) The minimum standards as set out in the Factories (Health and Safety) General Regulations, as at September 2001, made under the *Factories, Shops and Industries Act 1962* (as amended 1999, 2000 and 2001), shall be met in the provision of amenities to employees.

- (ii) Such amenities must include:

(a) a room to change in and locker facilities;

(b) meal room;

(c) facilities for boiling water, warming and refrigerating food and for washing and storing dining utensils;

(d) rest room;

(e) washing and bathing facilities; and

(f) sanitary conveniences.

Provided that, in community houses operated by The Centre, the provisions of paragraphs (a) and (b) of this subclause shall not apply.

#### **24. Inspection of Lockers of Employees**

Lockers may only be opened for inspection in the presence of the employee but, in cases where the employee neglects or refuses to be present or in any circumstances where notice to the employee is impracticable, such inspection may be carried out in the absence of the employee by an officer of The Centre and a union sub-branch officer where practicable, otherwise by any two officers appointed by The Centre for that purpose.

#### **25. Award Display**

A copy of this award shall be exhibited and kept exhibited in accordance with the provisions of the *Industrial Relations Act 1996* and Regulations.

#### **26. Notice Board**

The employer shall supply and permit a notice board of reasonable dimensions to be erected in a prominent position, upon which The Association representatives shall be entitled to post Association notices.

#### **27. Payment and Particulars of Wages**

- (i) Wages shall be paid fortnightly, provided that for the payment of the adjustment of wages related to the alterations of the basic wage, from time to time effective, the pay period shall be deemed to be weekly.
- (ii) On each payday the pay shall be made up not more than three (3) days prior to the payday.
- (iii) Employees shall have their salary paid into an account with a bank or other financial institution, as nominated by the employee. The Centre shall deposit salaries in sufficient time to ensure that wages are available for withdrawal by employees no later than payday.
- (iv) Notwithstanding the provisions of subclause (ii) of this clause, an employee who has given or who has been given the required notice of termination of employment, in accordance with clause 31, Termination of Employment, shall be paid all monies due to him/her prior to ceasing duty on the last day of employment or, where the employee so requests, on the next ordinary pay day.

Where an employee is summarily dismissed or his/her services are terminated without due notice, any monies due to him/her shall be paid as soon as possible after such dismissal or termination but in any case not more than three (3) days thereafter.

- (v) On payday, each employee shall be provided with a pay slip, which specifies the following particulars:
  - (a) name and date of payment
  - (b) the period for which the payment is made
  - (c) the gross amount of wages, including overtime and other earnings
  - (d) the ordinary hourly rate
  - (e) amount in the benefits package (if appropriate)
  - (f) the amount paid as overtime, or such information as will enable the amount paid as overtime to be calculated by the employee
  - (g) the amount of other earnings and the purpose for which they are paid
  - (h) the amount deducted for taxation purposes

- (i) the particulars of all other deductions, and
  - (j) the net amount paid.
- (vi) In the case of an overpayment, The Centre will provide documentary evidence of the overpayment to the employee. Following confirmation of the overpayment and by mutual agreement between The Centre and employee, the employee will repay the overpayment in reasonable instalments over a reasonable period of time.

#### Remuneration Packaging

- (a) On or subsequent to the commencement of this award, all new employees commencing employment with The Centre and working a minimum twenty (20) hours a week, except those working shifts and casuals, will be required to be paid in the form of a remuneration package. The terms and conditions of such a package shall not, viewed objectively, be less favourable than the entitlements otherwise available under this award.
- (b) The Centre shall ensure that the structure of the package complies with taxation and other relevant laws.
- (c) A copy of the package and associated documentation will be made available to the employee, and will be signed by both The Centre and employee
- (d) The configuration of the package will be selected by the employee from either a 30% or 40% option and shall remain in force for the period of the current award, namely, twenty-four (24) months.
- (e) The Centre will provide employees the option of either a quarterly or monthly statement, which will outline an opening balance, the full monthly allocated amount, any expense reimbursements made during the quarter or month and a closing balance.
- (f) Where at the end of the month, the full amount allocated to the benefits package has not been fully utilised, the unused amount will be carried forward to the next month and continues to accrue until used by the employee. However, employees will not be allowed to carry forward any unused amount from one Fringe Benefits Taxation (FBT) year to another and must ensure that any unused amount is used by no later than 30 March each year.
- (g) In the event that The Centre ceases to attract exemption from Fringe Benefits Taxation (FBT), The Centre undertakes to pay the amount of the benefit as salary, ie the gross equivalent salary.
- (h) In the case of voluntary or involuntary termination from The Centre, the employee may receive any outstanding benefits in cash, but this will be subject to full taxation.
- (i) An employee may consult with The Association or another body prior to signing a remuneration package agreement as described in (c).
- (j) Notwithstanding any of the above arrangements, employees working at The Centre prior to the commencement of this award, may cancel any packaging arrangements by the giving of one (1) months' notice in writing or the employer may give the employee two (2) months written notice.

#### **28. Occupational Health and Safety**

- (i) The Centre is responsible for taking all reasonable and practical action to achieve and maintain a performance level, which safeguards the health and safety of all employees in accordance with the *Occupational Health and Safety Act 2000* and subsequent revisions and all variations thereof.

All employees are to be involved in safety matters and hence, to contribute to the reduction of hazards. Employees are to:

- (a) identify and reduce the risk associated with all types of work-related events that may produce injury or illness; or



- (b) identify, measure and control to safe levels any risks/hazards in the workplace capable of causing ill health;
  - (c) promote the good health and welfare of employees;
  - (d) report any perceived hazard to the immediate supervisor;
  - (e) report any work related injury, to their supervisor;
  - (f) wear any safety clothing, footwear, equipment issued and specified for the job; and
  - (g) adhere to all The Centre's rehabilitation plans and policies
- (ii)
- (a) Sufficient suitable and serviceable uniforms or overalls shall be supplied and laundered, free of cost, to each employee required to wear them; provided that any employee to whom a new uniform or part of a uniform has been supplied by The Centre, who, without good reason, fails to return the corresponding article last supplied, shall not be entitled to have such article replaced without payment thereof at a reasonable price in the absence of a satisfactory reason for the loss of such article or failure to produce such a uniform or part thereof
  - (b) An employee, on leaving the service of The Centre, shall return any uniform or part thereof supplied by The Centre, which is still in use by that employee immediately prior to leaving.
  - (c) The employee shall keep such uniform in a reasonable and presentable condition.
- (iii) Each employee whose duties require him/her to work out of doors or to assist with showering of consumers shall be supplied with over boots or similar protective footwear. Appropriate raincoats shall also be made available for use by these employees.
- (iv) Each employee whose duties require him/her to work in potentially hazardous situations with or near machinery shall be supplied with appropriate protective clothing and equipment.
- (v) The Centre's management is committed to the continuous monitoring and upgrading of its Occupational Health and Safety Policy to ensure the highest standards are met.

The Centre shall, where appropriate:

- (a) provide information, instructions and training of employees to increase personal understanding of safe work practices, workplace hazards and principles of hazard control;
- (b) maintain a close relationship with employees and regulatory authorities in the development of standards and future strategies; and
- (c) implement an appropriate consultative structure that meets all of their legal requirements.

## 29. Disputes

- (i) With a view to an amicable and speedy settlement, all disputes that firstly cannot be settled by agreement shall be submitted to a committee consisting of not more than four (4) members, two (2) of whom shall be appointed by The Centre and two (2) by The Association.

Such committee shall have the power to investigate all matters in dispute and to report to the employer and The Association, respectively, with such recommendations as it may think right and, in the event of no mutual decision being arrived at by such committee, the matter in dispute may be referred to the Industrial Relations Commission of New South Wales.

- (ii) This clause shall not interfere with the right of either party to institute proceedings for the determination of any matter in accordance with the *Industrial Relations Act 1996*.

### **30. Association Representative**

An employee appointed Association representative shall upon notification thereof to The Centre, be recognised as the accredited representative of The Association and shall be allowed reasonable time during working hours to interview the employer on matters affecting employees and to discuss such matters with the members of The Association.

### **31. Termination of Employment**

- (i) Employment may be terminated by either party by the giving of two (2) weeks' notice. In lieu of such notice, The Centre may pay two (2) weeks' wages or the employee may forfeit two (2) week's wages in lieu of such notice.
- (ii) Casual employment may be terminated by either party by the giving of one (1) hours' notice.
- (iii) Except as provided in subclauses (i) and (ii) of this clause, The Centre must not terminate an employee's employment unless:
- (a) the employee has been given either the period of notice required by this subclause, or payment instead of notice;
  - (b) the employee is guilty of serious and wilful misconduct; or
  - (c) has breached any condition of employment so specified.
- (iv) In the event of The Centre paying out a worker two (2) weeks in lieu of notice, the amount of compensation due must equal the total that the worker would have received had they not been paid out in lieu of notice. This must include:
- (a) the employees ordinary hours they would have worked according to their roster;
  - (b) any allowances, loadings or penalties they would have been paid according to their roster; and
  - (c) any other payments under their contract of employment
- (v) Employees with a credit of time towards an allocated day off duty shall be paid for such accrual upon termination.
- (vi) An employee with more than two (2) months' service on leaving or being discharged shall, upon request, be given a certificate of service in writing. Such certificate of service shall at least contain information as to the length and nature of the employment of the employee. It shall be the property of the employee.

### **32. On Call Allowance**

On call rostering arrangements shall be determined in consultation with the affected employees and having regard to the availability and training of employees placed on the on call roster. Arrangements shall also take regard to the particular local geographic concerns and travelling distances required. Wherever possible, employees will be rostered to be on call no more than every six (6) to eight (8) weeks or more often by mutual agreement between the employee and The Centre.

The Centre will pay an allowance to employees required to be on call for the purposes of emergency. An employee required to be on call in accordance with this clause shall be paid an allowance as set out in Item 4 of Table 3, Allowances Table. An employee who is required to be on call on a public holiday or their rostered day off shall be paid double the on call allowance.

In regards to filling vacant emergency shifts, an on call employee must first refer to permanent part-time employees. If none are available to fill the vacant emergency shift, then casual employees followed by agency staff must be considered. If all three (3) categories of employees are unavailable to fill the vacant emergency shift, the on call employee themselves can then fill the shift. However if, by filling the vacant emergency shift, the on call employee will be claiming overtime, they must seek approval from their manager before they themselves fill the shift.

Those employees required to be on call who, when on call, need to deal with issues by telephone, will receive a Disturbance Allowance paid in 15 minute intervals as per Part C - Monetary Rates, Table 3. Those employees required to be on call outside their normal on call roster who, when on call, need to deal with issues by telephone, will receive a Disturbance Allowance of one (1) hour, as per Part C - Monetary Rates, Table 3, for all time worked up to one (1) hour.

See also clause 2, Definitions - "Supervisors".

### **33. Part-Time Employees (Pre-1 August 1998)**

#### (i) Part-Time Employees

- (a) For the purposes of this clause, a part-time employee shall mean one especially engaged as such and whose hours may vary in accordance with subclause (b).
- (b) An employee may be engaged as a part-time employee if they work a number of hours where these are not less than twelve (12) rostered hours per week, and not more than thirty-two (32) hours in any week, with a minimum start of three (3) hours. Notwithstanding this, in low support houses, those with individualised funding arrangements and attendant care houses, the minimum start may be two (2) hours.
- (c) Where such employees are rostered for more than thirty-two (32) hours in any week, they shall be paid as a full-time employee, and be paid at overtime rates for all hours worked in excess of thirty-eight (38).
- (d) With respect to employees employed as part-time employees, the provisions of clause 9, Relieving Other Members of Staff, and subclauses (ii), (iii) and (iv) of clause 10, Overtime, shall not apply.

#### (ii) Community Access Service

- (a) Part-time employees working in a Community Access Service shall be paid for the actual number of hours worked each week an amount of wages which bears the same proportion to the wages prescribed in clause 3, Salaries and Wages, plus a loading of 15% which shall be the ordinary rate for this award as the hours bear to thirty-eight (38).
- (b) Part-time employees working in a Community Access Service, who are required to work on Saturdays, Sundays or public holidays shall, in lieu of all other shift allowances or part-time allowances, have the following allowances paid for such work:
  - (1) for work between midnight Friday to midnight Saturday, an allowance of 50%;
  - (2) for work between midnight Saturday and midnight Sunday, an allowance of 75 %;
  - (3) for work on a public holiday, an allowance of 150 %.

#### (iii) Venee Burges Attendants, Venee Burges Co-ordinators and Community House Workers

- (a) Shall be paid the following allowances:

- (1) for all time worked, a loading of 25% to the rates prescribed in clause 3, Salaries and Wages, which shall be the ordinary rate for the purposes of the award. This allowance shall form part of the rate of pay and is in lieu of shift allowances and weekend penalties.
- (2) for all time worked on a Public Holiday an allowance of 150% shall be paid in lieu of the 25% loading referred to in subparagraph (1) of this paragraph.

#### **34. Emergency Telephone Calls**

An employee required to answer emergency telephone calls outside ordinary working hours, but not recalled to duty, shall be reimbursed rental charges on such telephone calls on production of receipted accounts. Provided that, where an employee is required to answer out-of-hours telephone calls on a relief basis, he/she shall be paid one-twelfth (1/12th) of his/her yearly telephone rental for each month or part thereof he/she is so employed.

#### **35. Incidental Expenses**

Where the provision of care to The Centre's clients involves the expenditure of money to enable the employee to accompany the client or clients on normalisation activities (such as outings, excursions, etc.), then The Centre shall pay in full all expenses incurred by the employee. The Centre shall authorise (or otherwise) the employee(s) accompanying the clients prior to the occurrence of the activity, wherever possible. Where practicable, The Centre shall pay the employee such expenses prior to the occurrence of the activity.

#### **36. Training Conditions**

- (i) The trainee shall attend an approved training course or training program prescribed in the traineeship agreement or as notified to the trainee by the relevant NSW Training Authority in accredited and relevant traineeship schemes.
- (ii) A traineeship shall not commence until the relevant traineeship agreement, made in accordance with a traineeship scheme, has been signed by the employer and the trainee and lodged for registration with the relevant NSW Training Authority provided that, if the traineeship agreement is not in a standard format, a traineeship shall not commence until the traineeship agreement has been registered with the relevant NSW Training Authority. The employer shall ensure that the trainee is permitted to attend the training course or program provided for in the traineeship agreement and shall ensure that the trainee receives the appropriate on-the-job training.
- (iii) The employer shall provide a level of supervision in accordance with the traineeship agreement during the traineeship period.
- (iv) The employer agrees that the overall training program will be monitored by officers of the relevant NSW Training Authority and training records or workbooks may be utilised as part of this monitoring process.
- (v) Training shall be directed at
  - (a) the achievement of key competencies required for successful participation in the workplace.

This could be achieved through foundation competencies which are part of endorsed competencies for an industry or enterprise; and/or
  - (b) the achievement of competencies required for successful participation in an industry or enterprise (where there are endorsed national standards, these will define these competencies).

#### **37. Anti-Discrimination**

- (i) It is 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.

- (ii) 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.
- (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 twenty-one (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.

Notations:

- (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".

### 38. Redundancy Provisions

- (i) Introduction of Change

- (a) Centre's duty to notify -

- (1) Where The Centre has made a definite decision to introduce changes in production, programme, organisation, structure or technology that are likely to have significant effects on employees, The Centre shall notify the employees who may be affected by the proposed changes and The Association.
- (2) "Significant effects" include termination of employment, major changes in the composition, operation or size of The Centre's workforce or in the skills required, the elimination or diminution of job opportunities, promotion opportunities or job tenure, the reduction of hours of work, the need for retraining or transfer of employees to other work or locations and the restructuring of jobs.

- (b) Centre's duty to discuss change -

- (1) The Centre shall discuss with the employees affected and The Association, inter alia, the introduction of the changes referred to in subclause (a) above, the effects the changes are likely to have on employees and measures to avert or mitigate the adverse effects of such changes on employees, and shall give prompt consideration to matters raised by the employees and/or The Association in relation to the changes.

- (2) The discussions shall commence as early as practicable after a definite decision has been made by The Centre to make the changes referred to in subclause (a) of this clause.
- (3) For the purpose of such discussions, The Centre shall provide to the employees concerned and The Association 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. Any information which The Centre believes could adversely affect them shall remain confidential to the parties.

## (ii) Redundancy

## Discussions Before Terminations

- (a) Where The Centre has made a definite decision that The Centre no longer wishes the job which the employee has been doing to be done by anyone and that decision may lead to termination of the employee's employment The Centre shall hold discussions with the employees directly affected and with The Association.
- (b) The discussions shall take place as soon as is practicable after The Centre has made a definite decision which will invoke the provisions of subclause (a), and, in any case, prior to the period of notice required by subclause (iii), Termination of Employment. These discussions shall cover, inter alia, any reasons for the proposed terminations, reductions of hours of work, and/or transfers to lower paid duties, measures to avoid or minimise the terminations, reductions of hours of work, and/or transfers to lower paid duties and measures to mitigate any adverse effects of any terminations, reductions of hours of work and/or transfers to lower paid duties, on the employees concerned.
- (c) For the purposes of the discussions The Centre shall, as soon as practicable, and, in any case, prior to the period of notice required by subclause (iii), Termination of Employment, provide to the employees concerned and to The Association, all relevant information about the proposed terminations, including the reasons for the proposed terminations, the number and categories of employees likely to be affected, the number of workers normally employed and the period over which the terminations are likely to be carried out. Any information, which The Centre believes could adversely affect them, shall remain confidential to the parties.

## (iii) Termination of Employment

- (a) Notice for changes in production, programme, organisation or structure - This subclause sets out the notice provisions to be applied to terminations or proposed terminations of the employment of an employee by The Centre in circumstances where The Centre no longer wishes the job the employee has been doing to be done by anyone, for any reason (other than technological change), and for reasons arising from production, programme, organisation or structure in accordance with paragraph (1) of subclause (a) of subclause (i), Introduction of Change.

- (1) The Centre shall not terminate the employment of an employee unless The Centre has given to the employee at least the following minimum periods of notice:

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

- (2) In addition to the notice above, employees over forty-five (45) years of age at the time of the giving of the notice, with not less than two (2) years service, shall be entitled to an additional week's notice.

- (3) Payment in lieu of the notice above shall be made if the appropriate notice period is not given. Provided that employment may be terminated by part of the period of notice specified and part payment in lieu of the other part of the period of such notice.
- (b) Notice for technological change - This subclause sets out the notice provisions to be applied to terminations or proposed terminations by The Centre for reasons arising from technology in accordance with paragraph (1) of subclause (a) of the said subclause (i).
  - (1) The Centre shall not terminate the employment of an employee unless The Centre has given to the employee at least three months' notice of termination.
  - (2) Payment in lieu of the notice above shall be made if the appropriate notice period is not given. Provided that employment may be terminated by part of the period of notice specified and part payment in lieu of the other part of the period of such notice.
  - (3) The period of notice required by this subclause to be given shall be deemed to be service with The Centre for the purposes of the Long Service Leave Act, the Annual Holidays Act, or any Act amending or replacing either of these Acts and for all purposes of the parent award, whether or not that period of notice is actually given.
- (c) Time off during the notice period -
  - (1) During the period of notice of termination given by The Centre, an employee shall be allowed up to one (1) day's time off without loss of pay during each week of notice, to a maximum of five (5) weeks, for the purposes of seeking other employment.
  - (2) If the employee has been allowed paid leave for more than one day during the notice period for the purpose of seeking other employment, if The Centre requests, the employee shall be required to produce proof of attendance at an interview. If the employee is so required to produce such proof of attendance and fails to do so the employee shall not be entitled to receive payment for such time that he/she is absent.
- (d) Employee leaving during the notice period - If the employment of an employee is terminated (other than for misconduct) before the notice period expires, the employee shall be entitled to the same benefits and payments to which he/she would have been entitled had the employee remained with The Centre until the expiry of such notice.
- (e) Statement of Employment - The Centre shall, upon receipt of a request from an employee whose employment has been terminated, provide to the employee a written statement specifying the period of the employee's employment and the classification of or the type of work performed by the employee.
- (f) Notice to Centrelink - Where a decision has been made to terminate the employment of employee(s), The Centre shall notify The Centrelink of this, as soon as possible, giving relevant information, including the number and categories of the employees likely to be affected and the period over which the terminations are intended to be carried out.
- (g) Centrelink Separation Certificate - The Centre shall provide to an employee whose employment has been terminated an Employment Separation Certificate in the form required by Centrelink.
- (h) Transfer to lower-paid duties - Where The Centre transfers an employee to lower-paid duties for any reason including the reasons set out in subclause (a) of subclause (i), Introduction of Change, the employee shall be entitled to the same period of notice of transfer as the employee would have been entitled to if the employee had not been transferred to lower paid duties and the employee's employment had been terminated, and The Centre may, at The Centre's option, make payment in lieu thereof of an amount equal to the difference between the former gross all-purpose rate of pay and the new gross all-purpose rate of pay for the number of weeks of notice still owing.

- (i) The Centre will offer affected employees support, including counselling and assistance with letter and resume writing.

(iv) Retrenchment Pay

Where the employment of an employee is to be terminated The Centre shall pay, in addition to all other payments due to that employee, the following retrenchment pay in respect of the following periods of service:

- (a) Where the employee is under forty-five (45) years of age, The Centre shall pay the employee in accordance with the following scale:

Years of Service	Minimum Amount of Severance Pay
Less than 1 year	0 weeks pay
1 year and less than 2 years	4 weeks pay
2 years and less than 3 years	7 weeks pay
3 years and less than 4 years	10 weeks pay
4 years and less than 5 years	12 weeks pay
5 years and less than 6 years	14 weeks pay
6 years and less than 14 years	16 weeks pay
14 years and less than 15 years	17 weeks pay
15 years and over	18 weeks pay

- (b) Where the employee is forty-five (45) years of age or over, The Centre shall pay the employee in accordance with the following scale:

Years of Service	Minimum Amount of Severance Pay
Less than 1 year	0 weeks pay
1 year and less than 2 years	5 weeks pay
2 years and less than 3 years	8.75 weeks pay
3 years and less than 4 years	12.5 weeks pay
4 years and less than 5 years	15 weeks pay
5 years and less than 6 years	17.5 weeks pay
6 years and less than 14 years	20 weeks pay
14 years and less than 15 years	21.25 weeks pay
15 years and over	22.5 weeks pay.

- (c) "Week's pay" means the gross all-purpose rate of pay for the employee concerned at the date of termination and shall include, in addition to the ordinary rate of pay, overaward payments, shift allowances and penalties and any other allowances paid in accordance with the rates prescribed in Part C of this award.

(v) Redeployment

The Centre will, to the maximum extent possible, avoid terminating employees in situations where employee numbers are in excess of requirements.

In situations where a service is to be closed down or moved to another site, etc., which may result in redundancies, the following procedures are to apply:

- (a) Existing employees have absolute preference for any suitable vacant position within The Centre. In this regard, staff will be transferred without having gone through the usual interview process.
- (b) In the event that The Centre requires additional staff or additional staff-hours in the period starting with the time when The Centre has made a definite decision to introduce changes as referred to in subclause (i), Introduction of Change and ending at the end of the notice period referred to in subclause (iii), Termination of Employment, The Centre is to give absolute



preference of employment for such additional positions or additional hours to those employees who have been, or who are to be retrenched, or whose hours of work have been, or are to be reduced, where the employee is competent to perform the work.

- (c) The Centre will make every effort to maintain the affected employee's earnings.
- (d) The Centre's Staff Training Department will develop an appropriate training package for affected employees.

(vi) Alternative Employment

- (a) Where The Centre obtains alternative employment for an employee which is acceptable to the employee and where such alternative employment does not involve any reduction in ordinary hours of work nor any reduction in rates of pay (provided that where any reduction in ordinary hours of work is balanced by an increase in the rates of pay and provided that where any reduction in rates of pay is balanced by an increase in the hours of work, such that the all-purpose weekly rate of pay of the alternative employment is no less than that of the former position) nor any reduction in award entitlements nor any interruption to the continuity of employment nor any interruption to the continuity of service including for long service leave purposes, and the award entitlements of the employee continue as if there were no change from the former employment and where this is confirmed in writing by the employer employing the employee on the alternative employment to the employee concerned, then the severance payments outlined in subclause (iv), Retrenchment Pay, do not apply.
- (b) Reduction of hours - Where The Centre obtains alternative employment for the employee which involves a reduction in the employee's hours of work, the employee shall be entitled to the same retrenchment pay as set out in subclause (iv), Retrenchment Pay, with respect to the difference between the gross all-purpose rate of pay for the former specified number of weekly hours or the former average number of weekly hours worked, whichever is the greater, and the gross all-purpose rate of pay for the new specified number of weekly hours.
- (c) Transfer to lower paid duties - Where The Centre obtains alternative employment for the employee which involves a transfer to lower paid duties, the employee shall be entitled to the same retrenchment pay as set out in subclause (iv), Retrenchment Pay, with respect to the difference between the former gross all-purpose rate of pay and the new gross all-purpose rate of pay.

(vii) Savings Clause

Nothing in this award shall be construed so as to require the reduction or alteration of more advantageous benefits or conditions, which an employee may be entitled to under any existing redundancy arrangement, taken as a whole, between The Association and The Centre.

### 39. Superannuation

(i) Definitions:

"Approved fund" for the purposes of this clause shall mean:

- (a) The Spastic Centre Occupational Superannuation Fund (S.C.O.S.F.) established and governed by a Trust Deed dated 27 June 1986, as may be amended from time to time, and includes any superannuation scheme, which may be made in succession thereto.
- (b) The Health Employees Superannuation Trust Australia (H.E.S.T.A.) established by a Trust Deed dated 3 July 1987, as may be amended from time to time, and includes any superannuation scheme which may be made in succession thereto.
- (c) Any superannuation fund nominated by the employee and approved by the employer in accordance with section 124 of the *Industrial Relations Act* 1996 (the 1996 Act).

"Complying regulated fund" means a superannuation fund that is regulated under the *Superannuation Industry (Supervision) Act 1993*, and has been issued with a Certificate of Compliance by the Insurance and Superannuation Commission.

"Ordinary time earnings" means remuneration for an employee's weekly number of hours of work, excluding overtime hours, calculated at the ordinary time rate of pay, including, where applicable, the following:

- (a) Monday to Friday shift premiums for ordinary hours of work;
- (b) Weekend shift premiums for ordinary hours of work;
- (c) Any percentage addition payable to part time and/or casual employees for ordinary hours of work;
- (d) Ordinary time award allowances (not including expense related allowance) as prescribed by this award.
- (e) Over award payments for ordinary hours of work.

Note: "Ordinary time earnings" does not include:

Annual Leave loading, including shift penalties in lieu of loading;  
 Public holiday loadings;  
 Payment for public holidays not worked;  
 Overtime;  
 Any expense related allowances, including, but not limited to uniform and laundry allowances;  
 Workers compensation;  
 Periods of leave without pay;  
 Unpaid maternity leave; and  
 Redundancy payments.

"Qualified employee" means:

- (a) A full-time, part-time or permanent part-time employee who has completed at least four (4) weeks service. Provided that once this period has elapsed, payment in accordance with subclause (iii), contributions shall be made for the entire period of service with the employer.
- (b) A casual employee who has been employed for a minimum of 152 hours during their employment during the course of any one (1) year (1 July to 30 June). Provided further that any casual employee who is deemed to be a qualified employee prior to the operative date of this award will continue to be qualified. Once qualified, payment shall; be made for the entire service with the employer.

(ii) Superannuation Legislation

The subject of superannuation is dealt with extensively by federal legislation including the *Superannuation Guarantee (Administration) Act 1993*, the *Superannuation Guarantee Charge Act 1992*, the *Superannuation Industry (Supervision) Act 1993*, the *Superannuation (Resolution of Complaints) Act 1993*, and section 124 of the *Industrial Relations Act 1996* (NSW). This legislation, as varied from time to time, shall govern the superannuation rights and obligations of the parties.

(iii) Contributions

- (a) The employer shall make, in respect of qualified employees, superannuation contributions of 3% of ordinary time earnings into an approved fund. Such contributions shall be remitted to the approved fund on a monthly basis.

- (b) It is provided further that an employee may nominate one complying fund to which all award and statutory superannuation contributions in respect of him/her shall be paid, subject to employer approval of the fund nominated by the employee. Provided that, the employer shall not unreasonably withhold agreement unless it establishes good and proper reasons for the withholding of agreement.
- (iv) **Salary Sacrifice To Superannuation**
- (a) Salary sacrifice to superannuation means the option of making additional superannuation contributions by electing to sacrifice a portion of the gross earnings (pre tax dollars) under the parent awards. This will give the effect of reducing the taxable income by the amount for salary sacrifice.
- (b) Salary sacrifice to superannuation shall be offered to employees and taken up by mutual agreement between the employee and The Centre.
- (c) Such election must be made prior to the commencement of the period of service to which the earnings relate.
- (d) One change of a sacrificed amount will be permitted in an employee's anniversary year, which is twelve (12) months from the date of commencement of employment, without incurring an administration charge (\$50). Changing from full-time to part-time or part-time to full-time employment will not be classified as a change for administration charge purposes.
- (e) The amount sacrificed must not exceed any relevant superannuation guarantee contribution limit.
- (f) The sacrificed portion of salary reduces the salary subject to PAYG taxation deductions.
- (g) Any allowance, penalty rate, overtime, payment for unused leave entitlements, other than any payments for leave taken while employed, shall be calculated by reference to the salary which would have applied to the employee in the absence of any salary sacrifice to superannuation. Payment for leave taken whilst employed will be at the post salary amount.
- (h) Salary sacrifice arrangements can be cancelled by either The Centre or employee at any time provided either party gives one months notice. The Centre has the right to withdraw from offering salary sacrifice to employees if there is any alteration to relevant Australian taxation legislation and The Centre's notice to withdraw from offering salary sacrifice to an employee will be consistent with the notice given by the Australian Taxation Office to The Centre.
- (i) Contributions payable by the employer in relation to the Superannuation Guarantee Legislation (SGL) shall be calculated by reference to the salary, which would have applied to the employee under the award in the absence of any salary sacrifice.
- (j) Employers will not use any amount that is salary sacrificed by an employee to negate contributions payable under the Superannuation Guarantee Legislation.
- (k) The employee shall have the portion of payable salary that is sacrificed paid as additional employer superannuation contributions into the same superannuation fund that receives the employer's SGL contributions.
- (l) Nothing in this clause shall affect the right of an employer to maintain alternate arrangements with respect to salary sacrifice for employees.

#### **40. Secure Employment**

- (a) **Objective of this Clause**

The objective of this clause is for the employer to take all reasonable steps to provide its employees with secure employment by maximising the number of permanent positions in the employer's workforce, in

particular by ensuring that casual employees have an opportunity to elect to become full-time or part-time employees.

(b) Casual Conversion

- (i) A casual employee engaged by a particular employer on a regular and systematic basis for a sequence of periods of employment under this Award during a calendar period of six months shall thereafter have the right to elect to have his or her ongoing contract of employment converted to permanent full-time employment or part-time employment if the employment is to continue beyond the conversion process prescribed by this subclause.
- (ii) Every employer of such a casual employee shall give the employee notice in writing of the provisions of this sub-clause within four weeks of the employee having attained such period of six months. However, the employee retains his or her right of election under this subclause if the employer fails to comply with this notice requirement.
- (iii) Any casual employee who has a right to elect under paragraph (b)(i), upon receiving notice under paragraph (b)(ii) or after the expiry of the time for giving such notice, may give four weeks' notice in writing to the employer that he or she seeks to elect to convert his or her ongoing contract of employment to full-time or part-time employment, and within four weeks of receiving such notice from the employee, the employer shall consent to or refuse the election, but shall not unreasonably so refuse. Where an employer refuses an election to convert, the reasons for doing so shall be fully stated and discussed with the employee concerned, and a genuine attempt shall be made to reach agreement. Any dispute about a refusal of an election to convert an ongoing contract of employment shall be dealt with as far as practicable and with expedition through the disputes settlement procedure.
- (iv) Any casual employee who does not, within four weeks of receiving written notice from the employer, elect to convert his or her ongoing contract of employment to full-time employment or part-time employment will be deemed to have elected against any such conversion.
- (v) Once a casual employee has elected to become and been converted to a full-time employee or a part-time employee, the employee may only revert to casual employment by written agreement with the employer.
- (vi) If a casual employee has elected to have his or her contract of employment converted to full-time or part-time employment in accordance with paragraph (b)(iii), the employer and employee shall, in accordance with this paragraph, and subject to paragraph (b)(iii), discuss and agree upon:
  - (1) whether the employee will convert to full-time or part-time employment; and
  - (2) if it is agreed that the employee will become a part-time employee, the number of hours and the pattern of hours that will be worked either consistent with any other part-time employment provisions of this award or pursuant to a part time work agreement made under Chapter 2, Part 5 of the *Industrial Relations Act 1996* (NSW);

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

- (vii) Following an agreement being reached pursuant to paragraph (vi), the employee shall convert to full-time or part-time employment. If there is any dispute about the arrangements to apply to an employee converting from casual employment to full-time or part-time employment, it shall be dealt with as far as practicable and with expedition through the disputes settlement procedure.

- (viii) An employee must not be engaged and re-engaged, dismissed or replaced in order to avoid any obligation under this subclause.
- (c) Occupational Health and Safety
- (i) For the purposes of this subclause, the following definitions shall apply:
- (1) A "labour hire business" is a business (whether an organisation, business enterprise, company, partnership, co-operative, sole trader, family trust or unit trust, corporation and/or person) which has as its business function, or one of its business functions, to supply staff employed or engaged by it to another employer for the purpose of such staff performing work or services for that other employer.
- (2) A "contract business" is a business (whether an organisation, business enterprise, company, partnership, co-operative, sole trader, family trust or unit trust, corporation and/or person) which is contracted by another employer to provide a specified service or services or to produce a specific outcome or result for that other employer which might otherwise have been carried out by that other employer's own employees.
- (ii) Any employer which engages a labour hire business and/or a contract business to perform work wholly or partially on the employer's premises shall do the following (either directly, or through the agency of the labour hire or contract business):
- (1) consult with employees of the labour hire business and/or contract business regarding the workplace occupational health and safety consultative arrangements;
- (2) provide employees of the labour hire business and/or contract business with appropriate occupational health and safety induction training including the appropriate training required for such employees to perform their jobs safely;
- (3) provide employees of the labour hire business and/or contract business with appropriate personal protective equipment and/or clothing and all safe work method statements that they would otherwise supply to their own employees; and
- (4) ensure employees of the labour hire business and/or contract business are made aware of any risks identified in the workplace and the procedures to control those risks.
- (iii) Nothing in this subclause (c) is intended to affect or detract from any obligation or responsibility upon a labour hire business arising under the *Occupational Health and Safety Act 2000* or the *Workplace Injury Management and Workers Compensation Act 1998*.
- (d) Disputes Regarding the Application of this Clause
- Where a dispute arises as to the application or implementation of this clause, the matter shall be dealt with pursuant to the disputes settlement procedure of this award.
- (e) This clause has no application in respect of organisations which are properly registered as Group Training Organisations under the *Apprenticeship and Traineeship Act 2001* (or equivalent interstate legislation) and are deemed by the relevant State Training Authority to comply with the national standards for Group Training Organisations established by the ANTA Ministerial Council.

#### 41. Area, Incidence and Duration

This award rescinds and replaces The Spastic Centre of New South Wales Enterprise (State) Award published 7 November 2003 (341 I.G. 1945), and all variations thereof.

This award shall apply to all employees within the jurisdiction of the Spastic Centre of New South Wales Employees' (State) Industrial Committee who come within the Constitution Rule of The Health Services Union and employees of the Spastic Centre of New South Wales who are employees with a disability.

The Award shall commence on 24 March 2006 and shall remain in effect for three years.

## PART B

### CARE SERVICES JOB FAMILY MATRIX

	B (AQF 1)	C (AQF 2)
Organisation Knowledge	Gains an understanding of roles of sections dealt with during the course of work. Develops knowledge of community access and care services functions that impact on their work.	Has a general understanding of the mission and values of The Centre. General knowledge of community access and care services functions and a detailed knowledge of relevant service delivery roles.
Client Knowledge/ Disability Awareness	Undertakes care services communication under regular supervision. Follows specific, detailed instructions when interacting with clients. Develops the understanding that each client has specific needs.	Undertakes care services liaison and communication with clients during problem resolution. Develops a basic understanding of the range of access requirements and an understanding of the client's unique needs.
Care Services/ Community Access	Adheres to Disability Service Standards in assisting clients. Develops the capacity to assist clients. Under regular supervision, assists in providing personal care services to clients including food preparation, hospital visits, shopping, financial support, basic maintenance of equipment, grounds maintenance and cleaning. Administers medication under guidance.	Adheres to Disability Service Standards in assisting clients. Adheres to duty of care and procedural fairness principles. Provides personal care services to clients including food preparation, hospital visits, shopping, financial support, basic maintenance of equipment, grounds maintenance and cleaning. Administers medications under guidance. Assists in organising outings.
Leadership/ Teamwork/ Learning & Development	Work is regularly supervised. Follows specific detailed instructions. Works with team members. Learns how to share gained knowledge. Is motivated to, and develops the capacity to apply a sustained disciplined approach to maintaining a high level of care for clients.	Works under general supervision. Works collaboratively with team members. Shares gained knowledge. Guides and checks the work of less experienced team members. Identifies areas where basic development is needed in respect to interaction with clients eg, interpersonal skills. Uses coaching skills to provide guidance. Shows by example a high level of motivation and sustained discipline to provide high level care to clients. Ability to work across all service sites according to operational need.
Interpersonal Skills/ Communication	Takes enquiries over the phone and/or obtains basic facts. Understands basic instructions. Contacts members in other sections. Is courteous to others.	Interacts with people via the use of documentation to give or receive straightforward facts. Deals with routine enquiries from other sections within the business unit. Minimises conflict at work. Assists with liaising with professionals and customers regarding specific services.

Problem Solving/ Decision Making	Develops the capacity to recognise non-conformance in area of work. Reports non-conformance to team leader. Learns how to solve problems based on set procedures or factual information. Learns how to identify and resolve most existing and potential problems. Develops the capacity to follow manuals and other documentation to assist in problem resolution.	Solves related problems in work area using problem solving techniques that go beyond set procedures, requiring minor analysis and investigation. Identifies and resolves most problems. Varies own work schedule contacting supervisor only to seek specialised help or notify progress or work.
Legislation/ Standards	Adheres to quality standards and all relevant government legislation eg, OH&S, Disability Services Act, Disability Service Standards. Works under regular supervision. Learns to identify service delivery variations by matching actions against quality standards in own work area.	Adheres to quality standards and all relevant government legislation eg, OH&S, Disability Services Act, Disability Service Standards. Identifies service delivery variations by matching actions against quality standards in own work area.
Qualifications/Experience	Some high school. First aid certificate. Manual class "c" drivers licence.	Year 10/TAFE Certificate II in Welfare Studies or equivalent experience.
	D (AQF 3)	E (AQF 4)
Organisation Knowledge	Has a general understanding of the mission and values of The Centre. General knowledge of functions of departments and sections of The Centre, and of customer requirements.	Has a good understanding of the mission and values of The Centre. Knowledge of related work in other departments, sections, and outside organisations and key other areas.
Client Knowledge/ Disability Awareness	Undertakes the more difficult service delivery liaison/communication with clients during problem resolution. Basic understanding of the range of access requirements and an understanding of the client's unique needs. Suggests alternative service delivery solutions.	Undertakes service delivery liaison/communication with clients during complex problem resolution involving multiple service delivery methods. Good understanding of the range of access requirements and an understanding of the client's unique needs. Suggests alternatives.
Care Services/ Community Access	Adheres to Disability Service Standards in assisting clients. Adheres to duty of care and procedural fairness principles. Provides personal care to clients including food preparation, hospital visits, shopping, financial support, basic maintenance of equipment, grounds maintenance and cleaning. Administers medications. Organises outings after approval. Assists in developing service delivery programs.	Adheres to Disability Service Standards. Assists clients with needs that require carers to be highly experienced over a number of years. Adheres to duty of care and procedural fairness principles. Administers medications. Assists in providing non-complex education opportunities for clients. Supports client's access to community services. Presents a positive image of clients in the community. Gathers and disseminates information about community. Assists in researching and developing programs. Facilitates client involvement in aspects of service delivery and policy development. Facilitates guest speakers, visitors and trainers.

Leadership/ Teamwork/ Learning & Development	Works collaboratively with team members. Identifies areas of change for team improvements. Shows by example a high level of motivation and sustained discipline to provide high level care for clients. Assists with identifying learning needs of team members. Provides coaching and feedback. Identifies areas for self, and others, where development would assist providers to be more effective with clients.	Works collaboratively with team members and has contact with other departments representing the team ensuring resolution of all service delivery problems. Demonstrates to other team members a high level of motivation and sustained discipline to provide a high level care for clients. Identifies learning needs of team members. Provides coaching and feedback. Assists with the preparation of formal learning in respect to practical care techniques. Identifies areas where carers might benefit from further development.
Interpersonal Skills/ Communication	Interacts with people via the use of documentation to give or receive straightforward facts. Deals with non-routine enquire from other sections within the business unit. Able to resolve conflict with assistance.	Contacts other departments within The Centre on non-routine matters and outside organisations on routine matters Able to resolve conflicts without assistance.
Problem Solving/ Decision Making	Identifies and resolves related problems in the area where work is currently being performed(which may be outside the usual place of work) using problem solving techniques that go beyond set procedures, requiring analysis and investigation and amendments to documentation.	Understands and interprets complicated guidelines/procedures. Resolves problems requiring the practical application of theory. Varies own schedule, contacting senior staff only to seek specialised help or notify progress or work.
Legislation/ Standards	Adheres to quality standards and all relevant government legislation eg, OH&S, Disability Services Act, Disability Service Standards. Adheres to detailed and precise service delivery procedures and standards. Evaluates own work to ensure standards are met. Suggests changes to improve quality in own work area and makes agreed changes.	Adheres to quality standards and all relevant government legislation eg, OH&S, Disability Services Act, Disability Service Standards. Adheres to detailed and precise service delivery procedures and standards. Understands and interprets complicated quality standards which require interpretation or understanding of variations.
Qualifications/Experience	Knowledge and experience is equivalent to Certificate III in Welfare Studies.	HSC equivalent. Product/services knowledge and experience is equivalent to very skilled trade and/or Certificate IV in Welfare Studies.
Organisation Knowledge	Has a good understanding of the mission and values of The Centre. Detailed knowledge of centre. General knowledge of customer and supplier organisations.	Has a comprehensive understanding of the mission and values of The Centre including historical context. Significant knowledge of the strategies, objectives and operations of The Centre.
Client Knowledge/ Disability Awareness	Undertakes a variety of complex service delivery liaison/communication with clients in respect to problem resolutions	Ensure effective service delivery liaison and communication with clients in respect to the full range of problem resolutions involving



	involving multiple service delivery methods. Sound working knowledge of the range of access requirements and an understanding of the client's unique needs. Suggests alternatives.	multiple service delivery methods. Sound working knowledge of the range of access requirements and ensures that the unique needs of clients are understood.
Care Services/ Community Access	Adheres to Disability Service Standards in assisting clients. Adheres to duty of care and procedural fairness principles. Assists in providing complex education opportunities for clients. Supports clients' access to community services. Presents and supports a positive image of clients in the community. Gathers and disseminates information about community facilities to clients and community educators. Assists with the research, development and evaluation of programs. Facilitates guest speakers, visitors and trainers. Administers medications. Assists with ensuring all staff follow medication procedures.	Ensures adherence to Disability Service Standards. Ensures duty of care and procedural fairness principles are observed. Ensures clients' personal care needs are met and they have access to community services. Presents and supports a positive image of clients. Ensures effective education assistance is provided. Ensures information about community facilities is available to clients and community educators. Ensures clients are involved in all aspects of service delivery and policy the development. Invites and ensures the facilitation of guest speakers, visitors and trainers to the service. Performs formal medication assessments.
Leadership/ Teamwork/ Learning & Development	Assists with the formal supervision and learning of less experienced team members. Assists in prioritising others work. Demonstrates to other team members a high level of motivation and sustained discipline to provide a high level care for clients. Assists with gauging the effectiveness of team members and may participate in organising the allocation of care services staff. Participates in providing solutions to problems associated with specific areas of responsibility. Identifies learning and development needs of team members required to assist clients. Allocates time and provides opportunities for learning and development. Assists with the development of practical formal learning & development opportunities.	Provides formal operations supervision of a team of care services staff. Care services staff may be in a number of different work areas, requiring motivation, sustained and disciplined approach to care, monitoring and coordination to achieve service outcomes. Provides solutions to problems associated with specific areas of responsibility. Ensures learning and development needs of team members are identified. Ensures time and resources are available for learning and development. Observes team members' work, assesses performance and evaluates team members' knowledge of relevant techniques and legislation and TSC requirements.
	F (AQF 5)(con't)	G (AQF 6)(con't)
Interpersonal Skills/ Communication	Deals regularly with correspondence or inquires from professional firms and senior managers of external organisations. Can assist others to resolve conflict. Effectively collaborates with other areas.	Drafts letters/reports on complicated issues where some liaison with other departments is involved. Prepares complex management reports. Effectively handles complex, sensitive inquires from a range of people including professionals. Is an effective management team member.

Problem Solving/ Decision Making	Provides a reference point based on years of experience. Advice and assistance is provided for using precedent and knowledge of past complex issues.	Provides problem-solving services on a wide range of issues. Applies advanced problem solving and decision making tools.
Legislation/ Standards	Adheres quality standards and all relevant government legislation eg, OH&S, Disability Services Act, Disability Service Standards. Recommends changes to quality procedures and standards that impact across other work areas.	Ensures adherence to quality standards and all relevant government legislation eg, OH&S, <i>Disability Services Act</i> , Disability Service Standards. Recommends changes to procedures and standards that impact across other work areas.
Qualifications/Experience	Equivalent to Tertiary certificate eg, Associate Diploma requiring knowledge of theoretical principles.	Equivalent to higher Diploma or three (3) year Degree or equivalent.

**PART C****MONETARY RATES****Table 1 - Salary Rates - Unpackaged Employees**

	Current Award Rate	Proposed Award Rate 01/07/2006 3.5 % Increase	Proposed Award Rate 01/07/2007 3.5 % Increase	Proposed Award Rate 01/07/2008 3.5% Increase
<b>DIRECT CARE POSITIONS</b>				
(Includes House Worker, Attendant Aide, Program Attendant, Business Unit Aide, Community Educator ,, Recreation Staff & Assistant House Mgr)				
Matrix Level B	14.9350	15.4577	15.9987	16.5586
Matrix Level C	15.6148	16.1613	16.7269	17.3123
Matrix Level C +	16.2740	16.8435	17.4330	18.0431
Matrix Level D	17.2525	17.8563	18.4812	19.1280
Matrix Level E	18.4370	19.0822	19.7500	20.4412
Matrix Level F	20.4970	21.2113	21.9536	22.7219
Matrix Level G	21.1665	21.9073	22.6740	23.4675
<b>OTHER POSITIONS</b>				
Medical Aide on Appointment	17.2525	17.8563	18.4812	19.1280
Medical Aide after 1 year	18.1486	18.7838	19.4412	20.1216
Laundry Attendant/Cleaner	14.8835	15.4044	15.9435	16.5015
Handyman/Gardener	17.2525	17.8563	18.4812	19.1280
Driver	16.1710	16.7369	17.3226	17.9288
Keyworker Level 3*	18.2310	18.8690	19.5294	20.2129
Keyworker Level 4*	19.1065	19.7752	20.4673	21.1836
Keyworker Level 5*	20.3013	21.0118	21.7472	22.5083
Keyworker Level 6*	21.3828	22.1311	22.9056	23.7072
Keyworker Level 7*	22.6497	23.4424	24.2628	25.1119
* (Includes Community Support Worker)				

Clerk Grade 1	15.16	15.69	16.23	16.79
Clerk Grade 2	16.20	16.76	17.34	17.94
Clerk Grade 3	17.28	17.88	18.50	19.14
Clerk Grade 4	18.16	18.79	19.44	20.12
Clerk Grade 5	19.15	19.82	20.51	21.22

**Table 2 - Salary Rates - New Packaged Employees**

	Current Award Rate	Proposed Award Rate 01/07/2006	Estimated Benefit Increase From Packaging 01/07/2006		Proposed Award Rate 01/07/2007	Proposed Award Rate 01/07/2008
			From	To		
<b>DIRECT CARE POSITIONS</b>		3.5% Increase			3.5% Increase	3.5% Increase
(Includes House Worker, Attendant Aide, Program Attendant, Business Unit Aide, Community Educator, Recreation Staff & Assistant House Mgr )						
Matrix Level B	14.9350	15.4577	9.6%	13.7%	15.9987	16.5586
Matrix Level C	15.6148	16.1613	10.2%	13.6%	16.7269	17.3123
Matrix Level C +	16.2740	16.8435	9.9%	13.3%	17.4330	18.0431
Matrix Level D	17.2525	17.8563	9.6%	13.5%	18.4812	19.1280
Matrix Level E	18.4370	19.0822	10.6%	13.7%	19.7500	20.4412
Matrix Level F	20.4970	21.2113	12.9%	13.4%	21.9536	22.7219
Matrix Level G	21.1665	21.9073	11.9%	13.6%	22.6740	23.4675
<b>OTHER POSITIONS</b>						
Medical Aide on Appointment	17.2525	17.8563	9.7%	13.6%	18.4812	19.1280
Medical Aide after 1 year	18.1486	18.7838	10.8%	13.6%	19.4412	20.1216
Laundry Attendant/Cleaner	14.8835	15.4044	9.5%	13.8%	15.9435	16.5015
Handyman/Gardener	17.2525	17.8563	9.6%	13.6%	18.4812	19.1280
Driver	16.1710	16.7369	10%	13.2%	17.3226	17.9288
Keyworker Level 3*	18.2310	18.8690	10.4%	13.3%	19.5294	20.2129
Keyworker Level 4*	19.1065	19.7752	10.8%	12.8%	20.4673	21.1836
Keyworker Level 5*	20.3013	21.0118	11.5%	12.4%	21.7472	22.5083
Keyworker Level 6*	21.3828	22.1311	12.1%	13.4%	22.9056	23.7072
Keyworker Level 7*	22.6497	23.4424	11.4%	13.4%	24.2628	25.1119
*(Includes Community Support Worker)						

Clerk Grade 1	15.16	15.69	9.7%	13.7%	16.23	16.79
Clerk Grade 2	16.20	16.76	9.9%	13.3%	17.34	17.94
Clerk Grade 3	17.28	17.88	9.6%	13.5%	18.50	19.14
Clerk Grade 4	18.16	18.79	10.8%	13.6%	19.44	20.12
Clerk Grade 5	19.15	19.82	10.8%	12.7%	20.51	21.22

**Table 3 - Salary Rates - Existing Packaged Staff**

	Current Gross Equiv Rate (40%)	Proposed Award Rate 01/07/2006	Estimated Increase On Gross Equiv RATE (Column 1)		Proposed Award Rate 01/07/2007	Proposed Award Rate 01/07/2008
DIRECT CARE POSITIONS		3.5% Increase	From	To	3.5% Increase	3.5% Increase
(Includes House Worker, Attendant Aide, Program Attendant, Business Unit Aide, Community Educator , Recreation Staff & Assistant House Mgr)						
Matrix Level B	15.6818	15.4577	4.4%	8.3%	15.9987	16.5586
Matrix Level C	16.3955	16.1613	5%	8%	16.7269	17.3123
Matrix Level C +	17.0877	16.8435	4.7%	7.9%	17.4330	18.0431
Matrix Level D	18.1151	17.8563	4.4%	8.1%	18.4812	19.1280
Matrix Level E	19.3589	19.0822	5.3%	8.3%	19.7500	20.4412
Matrix Level F	22.3544	21.2113	6.8%	8%	21.9536	22.7219
Matrix Level G	23.3808	21.9073	6.5%	8.2%	22.6740	23.4675
OTHER POSITIONS						
Medical Aide on Appointment	18.1151	17.8563	4.5%	8%	18.4812	19.1280
Medical Aide after 1 year	19.0560	18.7838	5.5%	8%	19.4412	20.1216
Laundry Attendant/Cleaner	15.6277	15.4044	4.4%	8.4%	15.9435	16.5015
Handyman/Gardener	18.1151	17.8563	4.4%	8.1%	18.4812	19.1280
Driver	16.9796	16.7369	4.8%	8.1%	17.3226	17.9288
Keyworker Level 3*	19.1426	18.8690	4.8%	8.2%	19.5294	20.2129
Keyworker Level 4*	20.0618	19.7752	5.5%	8.2%	20.4673	21.1836
Keyworker Level 5*	21.3164	21.0118	5.8%	8%	21.7472	22.5083
Keyworker Level 6*	22.4519	22.1311	6.5%	8.2%	22.9056	23.7072
Keyworker Level 7*	23.7822	23.4424	6.8%	8.1%	24.2628	25.1119
*(Includes Community Support Worker)						

Children's Respite Services						
Assistant Respite Manager*	23.3808	24.1991	3.5%	3.5%	25.0460	25.9226
Respite Manager*	27.0992	28.0476	3.5%	3.5%	29.0292	30.0452
Clerk Grade 1	15.46	15.69	7.7%	11.7%	16.23%	16.79
Clerk Grade 2	16.52	16.76	7.9%	11.3%	17.34	17.94
Clerk Grade 3	17.62	17.88	7.6%	11.5%	18.50	19.14
Clerk Grade 4	18.15	18.79	8.8%	11.6%	19.44	20.12
Clerk Grade 5	19.52	19.82	8.8%	10.7%	20.51	21.22

**Table 4 -Allowances Table (2006-2009)**

Item No.	Allowances Description	New Rate	From 1.7.08
1	Travel (per km)	As per the current ATO rates	As per the current ATO rates
2	Broken Shift	\$7.20	\$7.40
3	Sleepover (per shift) - Monday to Thursday nights	\$49.00	\$50.50
4	Sleepover (per shift) - Friday night (+50%)	\$73.50	\$75.75
5	Sleepover (per shift) - Saturday night (+75%)	\$85.75	\$88.38
6	On Call (for 24 hr period), per site	\$5	\$5.50
7	Disturbance Allowance (per 15 minutes)	\$7.50	\$7.75
8	Disturbance Allowance (1 hour)	\$30.00	\$31.00
9	Staff accompanying clients on approved holidays/recreation (per hour, Monday to Friday)	\$19.00	\$19.60
10	Staff accompanying clients on approved holidays/recreation (per hour, Saturday and Sunday)	\$26.00	\$26.80

Note: This award applies as an Enterprise Agreement from 27 March 2006 to employers who are constitutional corporations by virtue of **clause 44c, of Schedule 4** of the *Industrial Relations Act 1996*.

R. P. BOLAND J

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(1542)

**SERIAL C1223****BORAL DRILL AND BLAST TEAM (STATE) AWARD**

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

Application by Boral Construction Materials Group Limited.

(No. IRC 260 of 2002)

Before Commissioner McLeay

7 February 2002

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## PART A

### 1. New Award

## 1.1 Purpose

The purpose of this award is to:

- (a) develop a fair and sustainable remuneration adjustment system; and
- (b) continuously improve the performance of the Team in accordance with clause 2 of this award.

## 2. Continued Co-Operation and Improvement

## 2.1 Agreement

We each agree to do all that is available on our part to improve the performance of the Team by constructively and co-operatively participating in and implementing the outcomes of:

- (a) this award;
- (b) development and attainment of competency skills;
- (c) performance measurement and review;
- (d) operational problem solving; and
- (e) continuous improvement activities utilising (a), (b), (c) and (d) above.

## 3. Dictionary

## 3.1 Definitions

In this award the following words in the left-hand column of the dictionary shall have the meaning given to them by the right hand column of the dictionary:

Boral	Boral Construction Materials Group Limited;
You	an employee employed by Boral in the Team;
Us	see "we";
Your	belonging to you;
We	also "us" and "our" refers to you and to Boral;
Start Date	the day when the Industrial Relations Commission of NSW makes this award;
Union	the Australian Workers' Union; NSW;
Wife, Husband	shall include de facto wife or husband;
Father, mother	shall include foster-father or mother and stepfather or Mother;
Shift Worker	an employee who from time to time is directed to work on an afternoon or night shift;
Afternoon Shift	means any shift finishing after 6.00pm and at or before midnight and shall receive a shift penalty of thirty three and one third percent;
Night Shift	means any shift finishing subsequent to midnight and at or before 8.00am and shall receive a shift penalty of thirty three and one third percent;
Weeks pay	means your all purpose rate of pay at the date of termination, and shall include, in addition to the ordinary rate of pay, over award payments, shift penalties and the allowance paid in accordance with clause 11.1;

Team	means the Drill & Blast Team operated by Boral;
Standard	National Competency Standard as contextualised to the Team;
Medical certificate	documentation provided by a registered medical practitioner proving that you are incapable of attending work due to a medically diagnosed condition;
Drill & Blast award	this Award;
An award	an award of the Australian Industrial Relations Commission or the Industrial Relations Commission of New South Wales;
Act	the <i>Industrial Relations Act 1996</i> ;
Appropriate action	in clause 8 means such action as Boral see fit which shall include training, further review, warning (verbal or written) or dismissal from employment;
Federal Act	the <i>Workplace Relations Act 1996</i> ;
Nominated Quarry	Peats Ridge Quarry for Mick Furney;
Dunmore Quarry for Brett Ford;	
Prospect Quarry for Paul Murray.	
Significant effects	include termination of employment, major changes in the composition, operation or size of Boral'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 you to other work or locations and the restructuring of jobs. (Provided that where the award makes provision for alteration of any of the matters referred to herein an alteration shall be deemed not to have significant effect);
Technological change notice	means 3 months notice of termination or payment in lieu of such notice (which shall be deemed to be service with Boral for the purposes of the <i>Long Service Leave Act, 1995</i> , the <i>Annual Holidays Act, 1944</i> , or any Act amending or replacing either of these Acts);
Metropolitan division	means the operations of Boral Resources (NSW) Pty Limited comprising the Emu Plains, Prospect, Peat's Ridge and Dunmore quarries.

#### 4. Parties, Application Etc

##### 4.1 Application

This award shall apply to and is binding on you, Boral and the Union.

##### 4.2 Replacement

This award rescinds and replaces the Boral Resources (NSW) Pty Ltd Drill and Blast (State) Award published 24 November 2000 and award review published 19 April 2002 (332 I.G. 1082) in totality.

##### 4.3 Supersession

This award supersedes and replaces all previous agreements, understandings and practices between the parties to the making of this award and Boral and you.

##### 4.4 Commencement and Nominal Term

This award shall take effect from the first full pay period to commence on or after 7 February 2002 and shall have a nominal term of twelve months.

#### 4.5 Award Display

A copy of this award shall be provided to you upon its commencement.

#### 4.6 No Extra Claims

The Union and/or you shall not make any claims for improvements in remuneration of conditions during the nominal term of this award

### **5. Contract of Employment**

#### 5.1 Weekly Employment

Subject to this clause you will be employed as a weekly employee.

#### 5.2 Probation

From your commencement date you will be employed on probation for a period of three months.

#### 5.3 Resignation

You may terminate your employment by giving Boral one week's notice or by paying to Boral an amount of money equivalent to one week's pay.

#### 5.4 Termination By Boral

Except when terminating your employment for reasons of technology related redundancy, for which technological change notice applies, if Boral terminates your employment, they must give you notice in accordance with section 170CM of the Federal Act.

#### 5.5 Part Time Employment

Where agreed you may be employed as a part-time employee and:

- (a) you will be paid per hour one thirty eighth of a week's pay for the level you have been accredited to for the hours you work;
- (b) you will be entitled to payments in respect of annual leave, public holidays and sick leave on a proportionate basis;
- (c) you will work a constant number of ordinary hours which shall average less than thirty-eight but not less than sixteen hours per week;
- (d) you will be paid overtime rates if you commence work prior to your usual starting time or finish work after your usual ceasing time;
- (e) you and all other part time employees in the Team cannot exceed 20% of all of Boral's employees in the Team unless the consultative committee agree; and
- (f) before being so employed Boral must have consulted with the consultative committee about your employment.

#### 5.6 Casual Employment

Where agreed you may be engaged as a casual and:

- (a) you will be paid per hour one-thirty-eighth of a week's pay for the work which you perform plus 15 percent at the rate set out in Table 1 for the classification you are classified in accordance with clause 10.1;

- (b) you must not be employed as such for more than three months;
- (c) the following clauses of this award shall not apply to you, 9, 12, 15, 28.1, 28.2, 29.2, 30, 33, 34, 35, 36 and 39.2; and
- (d) your engagement may be terminated by you or Boral by one days notice or payment in lieu.

Notation: casuals also receive one-twelfth of their ordinary earnings in lieu of annual leave.

#### 5.7 Change In the Nature of Your Contract of Employment

To avoid doubt, the nature of your contract of employment; weekly, part-time, casual, may only be changed if you genuinely agree.

### 6. Consultation

#### 6.1 Commitment

We must each be committed to co-operating positively to increase the efficiency, productivity and competitiveness of Boral and to enhance career opportunities and job security for the employees

#### 6.2 Meetings

Regular Team meetings shall be held involving the Team members and management. Issues raised for consideration consistent with clause 6.1 shall be processed through the Team meetings.

### 7. Conflict Resolution

#### 7.1 Steps

The following steps shall apply in the following order for resolution of a dispute. For each step, the next step may be taken if the dispute has not been resolved within a reasonable time:

- (a) consultation between you and the Team manager;
- (b) consultation involving the consultative committee;
- (c) consultation between you and a senior manager of Boral;
- (d) reference of the matter to the Industrial Relations Commission of NSW for conciliation/arbitration no later than 72 hours after the step in (a) above unless otherwise agreed; and

To avoid any doubt an employee may be represented by an official of the Australian Workers' Union, NSW or a delegate of that Union during this process.

#### 7.2 Continuation of Normal Work

While the procedure above is being followed and until the matter is resolved work must continue normally.

### 8. Counselling

#### 8.1 Procedure

Upon Boral becoming aware that an employee's conduct, performance and/or work performance was/is unsatisfactory they should:

- (a) undertake an investigation of the matter;
- (b) put the matter to the employee with any relevant supporting information Boral is aware of and allow them to respond;
- (c) consider the employee's response;
- (d) conclude whether or not the employee's conduct behaviour and/or work performance was/is unsatisfactory;
- (e) explain why the conclusion reached has been arrived at; and then
- (f) take appropriate action.

## **9. Redundancy**

### 9.1 Preservation of Employment

Where practicable and having regard to the needs of the Team, we:

- (a) will co-operate to preserve existing employment and enhance future employment opportunities generally; and
- (b) recognise that this is best achieved when we co-operate to ensure that what can be done is done, to produce sustainable improvements in the competitive performance of the Team.

### 9.2 Disbanding Agreement

If Boral decide that it is appropriate to disband the Team they may do so and:

- (a) (if an employee was originally employed at one of Boral's quarries) they shall be transferred back to their nominated quarry unless they agree otherwise with Boral; or
- (b) (if an employee was not originally employed at one of Boral's quarries) they shall be transferred to such quarry as reasonably chosen by Boral.

### 9.3 Selection

When redundancies are to occur, Boral will:

- (a) call for volunteers; and
- (b) accept volunteers unless to do so will leave the Team without the necessary skills to operate satisfactorily, then

if there are insufficient volunteers those to be made redundant will be selected by Boral by reference to their:

- (c) skills;
- (d) experience;
- (e) training;
- (f) performance; and:

having undertaken such an assessment, if it is necessary to make redundant individuals that are comparatively equal in terms of the assessment (unless some other pressing domestic issue is raised by the individuals concerned) if you are the least experienced person you will be retrenched first.

#### 9.4 Introduction of Change

Where Boral has made a definite decision to introduce major changes in production, program, organisation, structure or technology that are likely to have significant effects on you, Boral shall notify consult with you and the union (if you are a member) about the changes and discuss the introduction of the changes, the effects the changes are likely to have on you, measures to avert or mitigate the adverse affects of such changes on you and shall give prompt consideration to matters raised by you before any redundancies are affected.

#### 9.5 Redundancy Pay

If, following a decision made by Boral in accordance with clause 9.3 Boral decides that your position in the Team is redundant then Boral must pay you:

- (a) If you are under 45 years of age

Less than 1 year's service	Nil,
1 year and less than 2 years	4 weeks' pay
2 years and less than 3 years	7 weeks' pay
3 years and less than 4 years	10 weeks' pay
4 years and less than 5 years	12 weeks' pay
5 years and less than 6 years	14 weeks' pay
6 years and less than 7 years	16 weeks' pay

and thereafter two weeks pay per year of service up to a maximum payment of 52 weeks' pay.

- (b) If you are 45 years of age or over

Less than 1 year's service	Nil
1 year and less than 2 years	5 weeks' pay
2 years and less than 3 years	8.75 weeks' pay
3 years and less than 4 years	12.5 weeks' pay
4 years and less than 5 years	15 weeks' pay
5 years and less than 6 years	17.5 weeks' pay
6 years and less than 7 years	20 weeks' pay

and thereafter two weeks pay per year of service up to a maximum payment of 52 weeks' pay.

#### 9.6 Resignation During Notice of Redundancy

If your position in the Team is made redundant you may terminate your employment during the period of notice and still receive any monies arising from clause 9.4.

#### 9.7 Transfer to Lower Paid Duties

Where you are transferred to lower paid duties for reasons set out in clause 9.4 you shall be entitled to the same period of notice of transfer as you would have received would have if your employment had been terminated by Boral, and Boral may at Boral's option, make payment in lieu thereof of an amount equal to the difference between the former ordinary time rate of pay and the new lower ordinary time rates for the number of weeks of notice still owing.

### 10. Classifications

#### 10.1 Classifications

You shall be classified by Boral into one of the levels set out in Table 1 of Part B.



## 10.2 Rates of Pay

The rates of pay to be paid to you for the classification you are in are set out in Table 1 of Part B.

## 10.3 Levels

Subject to clause 12 Training and Progression, you shall be classified into one of the levels set out below:

- (a) Level 1 Operator: A Level 1 Operator is an employee who has not yet acquired any operator skills and is undertaking basic competency and operator training to progress to Level 2 Operator;
- (b) Level 2 Operator: A Level 2 Operator is an employee who has acquired the basic competency skill and one (1) skill;
- (c) Level 3 Operator: A Level 3 Operator is an employee who has acquired the basic competency skill and two (2) other skills;
- (d) Level 4 Operator: A Level 4 Operator is an employee who has acquired the basic competency skill and three (3) other skills;
- (e) Level 5 Operator: A Level 5 Operator is an employee who has acquired the basic competency skill and four (4) other skills;
- (f) Level 6 Operator: A Level 6 Operator is an employee who has acquired the basic competency skill and five (5) other skills;
- (g) Level 7 Operator: A Level 7 Operator is an employee who has acquired the basic competency skill and six (6) other skills;

## 10.4 Skills

For the purposes of clause 10.3 the skills are:

- (a) Basic Competency Skill (requiring all following units)
 

NMITAB units:	1	Work Safely
	3	Solve Operational Problems
Boral unit:		Senior First Aid
- (b) Driller Skill (requiring following unit)
 

NMITAB units:	31	Conduct drilling operations
---------------	----	-----------------------------
- (c) Shotfirer Skill (requiring following unit)
 

NMITAB units:	32	Conduct shotfiring operations
---------------	----	-------------------------------
- (d) Survey Skill (requiring all following units)
 

Boral units:	Conduct Survey
	Conduct Boretrack
	Conduct Laser Profiling
- (e) Mark-out Skill (requiring all following units)
 

Boral unit	Conduct Shot preparation
	Conduct marking out

- (f) Environmental Skill (requiring following unit)
- |             |                                          |
|-------------|------------------------------------------|
| Boral unit: | Monitor and assess environmental impacts |
|-------------|------------------------------------------|
- (g) Organization/Facilitation Skill (requiring following units)
- |                  |                                          |
|------------------|------------------------------------------|
| NMITAB units: 9C | Participate in, Lead and Facilitate Work |
| Boral unit       | Front Line Supervisor Competency         |

### **11. Competency Assessment**

#### 11.1 Assessment and Allowance

- (a) You must undertake and successfully complete competency based assessments for the work performed by you from time to time.
- (b) You shall be paid the amount per week set out in Item 1 of Table 2, Other Rates and Allowances of Part B in consideration of the obligations arising from clause 11.1 (a) for all purposes of the award.
- (c) To avoid doubt this allowance will be paid to you if you were employed in the Team at the date of the making of this award from that date and for new employees from their start date.

### **12. Training and Progression**

#### 12.1 Training Program To Be Established

As soon as reasonably practicable after the making of this award Boral shall organise a training interview between you and the Team manager to agree on a training program for you that is consistent with the operational needs of the Team.

#### 12.2 Training Program

Your training program shall:

- (a) identify the competencies you need to gain recognition in for the tasks you already perform;
- (b) any new competencies, in addition to those identified in (a), to gain recognition in;
- (c) the process by which you will gain such recognition (on the job, off the job, mentor program, etc);
- (d) an indicative timetable for gaining such recognition; and
- (e) the process by which you will work to maintain those competencies you have gained recognition in.

### **13. Work Practices**

#### 13.1 Using Skills As Directed

Despite anything else contained in this award, you must fully utilise the skills and/or competencies you have as directed by Boral to meet the needs of the Team at any of the quarries within the Metropolitan Division.

To avoid any doubt this includes performing tasks at a lower Level.

## 14. Hours of Work

### 14.1 Average Week

Subject to this Award you must work an average of 38 ordinary hours each week as directed by Boral.

### 14.2 Spread of Hours

Your ordinary hours of work shall be worked:

- (a) on any day of the week Monday to Friday inclusive; and
- (b) between the hours of 6.00am and 6.00pm; or
- (c) between such spread of hours as is agreed between Boral and the majority of you in the section of the Team concerned:

Or if you are a shift worker:

- (a) any day of the week Monday to Friday inclusive; or
- (b) by agreement with the majority of you in the section of the Team concerned on any day of the week Monday to Sunday inclusive.

### 14.3 Ten Hour Days

Unless it is agreed between Boral and the majority of you in the section of the Team concerned your ordinary hours of work must not exceed ten on any day.

### 14.5 Rosters

Boral shall give you a roster for working your ordinary hours at least seven days in advance.

### 14.6 Change to Rosters

Despite clause 14.5, if due to unforeseen circumstances Boral needs to change your roster to keep the Team operating effectively Boral may change your roster:

- (a) upon giving you no less than notice on the previous day of any such change if you are a day worker; or
- (b) upon giving you no less than notice on the previous day of any such change if you are a shift worker provided that if you are given less than seven days notice you shall continue to be paid your shift penalty for the balance of the such seven days even if you are transferred to day work.

### 14.7 Afternoon Shifts

If you are rostered to work an afternoon shift you shall be paid the afternoon shift allowance

Notation: This allowance is defined in the Dictionary to be 33.3333 %

### 14.8 Night Shifts

If you are rostered to work a night shift you shall be paid the night shift allowance

Notation: This allowance is defined in the Dictionary to be 33.3333 %

#### 14.9 Saturday Shifts

If you work a shift that part of which is between midnight on Friday and midnight on Saturday you shall be paid at the rate of time and a half for the first two hours and double time thereafter and such extra rate shall be in substitution for and not cumulative upon your shift allowance.

#### 14.10 Sundays and Holidays

If you work a shift that part of which is on a Sunday you shall be paid at the rate of double time and such extra rate shall be in substitution for and not cumulative upon your shift allowance.

#### 14.11 Holidays

If you work a shift that part of which is on a public holiday you shall be paid at the rate of double time and one half and such extra rate shall be in substitution for and not cumulative upon your shift allowance.

### **15. Work Organisation**

#### 15.1 Arrangement of Hours

- (a) The rostering of ordinary hours may be arranged to provide for a rostered day off to be taken each twenty days if Boral and an employee so agree and that agreement is recorded in writing.
- (b) Any such agreement may include an agreement:
  - (i) as to when such days are to be taken;
  - (ii) to accrue such rostered days off (on terms agreed); or
  - (iii) to have one or more of such rostered days off paid out on the 1st day in December each year.
- (c) Any agreement made in accordance with subclause 15.1 (a) may be further varied by agreement or withdrawn from by either party on one months notice.

### **16. Overtime**

#### 16.1 Payment

Subject to subclause 28.3 and 28.4, for all work performed by you outside of and/or in excess of your ordinary hours you shall be paid at the rate of time and one-half for the first two hours and double time thereafter; such double time to continue until the completion of the overtime worked.

#### 16.2 Day Stands Alone

Except as provided in subclause 16.3 in computing your overtime each day's work shall stand-alone.

#### 16.3 10 Hour Rest Period

(Subject to subclause 16.4) when:

- (a) overtime work is necessary it shall wherever reasonably practicable, be so arranged that you have at least ten consecutive hours off duty between the work of successive days;
- (b) you work so much overtime between the termination of your ordinary work on one day and the commencement of your ordinary work on the next day that you have not had at least ten consecutive hours off duty between those times you shall be released after completion of such

overtime until you have had ten consecutive hours off duty without loss of pay for ordinary working time occurring during such absence; and

- (c) on the instruction of Boral you resume or continue work without having had such ten consecutive hours off duty you shall be paid at double time rates until you are released from duty for such period and you shall then be entitled to be absent until you have had ten consecutive hours off duty without loss of pay for ordinary working time occurring during such absence.

#### 16.4 8 Hour Rest Period for Shift Workers

The provisions of clause 16.3 shall apply in the case of shift workers who rotate from one shift to another as if eight hours were substituted for ten hours when overtime is worked:

- (a) for the purpose of changing shift rosters; or
- (b) where a shift worker does not report for duty.

#### 16.5 Call Back

- (a) If you are recalled to work overtime after leaving for the day (whether notified before or after leaving) you shall be paid for a minimum of four hours' work (whether worked or not) or where you have been paid for standing by you shall be paid a minimum of three hours' pay at the appropriate rate.
- (b) This clause shall not apply in cases where it is customary for you to return to work to perform a specific job outside your ordinary working hours, or where the overtime is continuous (subject to a reasonable meal break) with the completion or commencement of ordinary working time.
- (c) Overtime worked in the circumstances set out above, shall not be regarded as overtime for the purposes of clause 16.6 when the actual time worked is less than three hours on each such recall.
- (d) If you are directed to hold yourself in readiness to work after your ordinary hours you shall be paid stand-by time, at ordinary rates of pay, until released.

#### 16.6 Overtime Bonus and Breaks

If you are required to work overtime:

- (a) for one and one half hours after your normal ceasing time and you were not notified on the day before (or earlier) of the need to work overtime you shall be paid the amount set out in Item 2 of Table 2 of Part B of this award;
- (b) for two hours or more after your normal ceasing time you shall be paid the amount set out in Item 2 of Table 2 of Part B of this award;
- (c) for four hours after your normal ceasing time (and for each four hours thereafter) you shall be provided with a 30 minute break without loss of pay provided that overtime work continues after any such break; and
- (d) for six hours or more after your normal ceasing time (and for each four hours thereafter) you shall be paid the amount set out in Item 2 of Table 2 of Part B of this award.

#### 16.7 Not Required to Work Overtime

Despite clause 16.6, if you are notified of the intention to work overtime but you are not called upon to work that overtime you shall be paid an amount ascertained from clause 16.6 (a).

#### 16.8 Weekend Crib Breaks

Where overtime is worked on a Saturday or Sunday and it continues after 12 noon, you shall be given a paid break for a meal of 30 minutes between 12.00 noon and 1.00pm, provided that the work continues after the meal break.

#### 16.9 Weekend Minimum

If you are required to work overtime on a Saturday you shall be given at least four hours' work or receive four hours' pay.

#### 16.10 Time Off in Lieu of Payment for Overtime

- (a) An employee may elect, with the consent of Boral, to take time off in lieu of payment for overtime at a time or times agreed with Boral within 12 months of the said election.
- (b) Overtime taken as time off during ordinary time hours shall be taken at the ordinary time rate that is an hour for each hour worked.
- (c) If, having elected to take time as leave in accordance with paragraph (a) of this subclause, the leave is not taken for whatever reason payment for time accrued at overtime rates shall be made at the expiry of the 12 month period or on termination.
- (d) Where no election is made in accordance with the said paragraph (a), the employee shall be paid overtime rates in accordance with the award.

#### 16.11 Make-up Time

- (a) An employee may elect, with the consent of Boral, to work "make-up time", under which the employee takes time off ordinary hours, and works those hours at a later time, during the spread of ordinary hours provided in the award, at the ordinary rate of pay.
- (b) An employee on shift work may elect, with the consent of Boral, to work "make-up time" (under which the employee takes time off ordinary hours and works those hours at a later time), at the shift work rate which would have been applicable to the hours taken off.

### **17. Meal Breaks**

#### 17.1 Work Before Break

You shall not be required to work for more than five ordinary hours of work without a break for a meal which shall be taken as unpaid. Provided that you and Boral may agree to extend the five ordinary hours before taking a break up to six.

#### 17.2 Continuity of Operations

The time of your taking a scheduled meal break may be altered by agreement between you and Boral or by Boral if it is necessary to maintain continuity of Team operations.

#### 17.3 Staggering Breaks

Boral may stagger the time of taking a meal break to meet operational requirements.

#### 17.4 Meal Breaks for Shift Workers

Despite the provisions of this clause, if you are a shift worker you shall be allowed a thirty (30) minute paid meal break during each shift, which shall be counted as time worked.

### 17.5 Working Through a Meal Break

Except as provided for in clause 17.1 and 17.2, you shall be paid at the rate of time and one half of ordinary time for all work done during your meal break and thereafter until a meal break is taken.

## 18. Rest Breaks

### 18.1 Daily Break

You shall be given a paid rest break of ten (10) minutes each day.

### 18.2 Staggering

Boral may stagger the time of taking a rest break to meet operational requirements.

### 18.3 Continuous Operation

The time of your taking a scheduled rest break may be altered by agreement between you and Boral or by Boral if it is necessary to maintain continuity of Team operations.

### 18.4 Shift Workers

In the Case of Shift Workers the Rest Break May be Combined (By Boral) With the Paid Meal Break So as to Enable a Forty-Minute Paid Meal Break.

## 19. Use of Car

### 19.1 Allowance

If you are required to use your car by Boral you will be paid per km the amount set out in Item 3 of Table 2 of Part B.

## 20. Fares

### 20.1 Payment

From the start date (unless Boral provide you with a 'tools of trade' vehicle) you shall receive in compensation for fares incurred travelling to and from work at irregular hours when public transport is not necessarily available the amount set out in Item 4 of Table 2 of Part B per week.

## 21. Payment of Wages

### 21.1 Electronic Funds Transfer

Wages shall be paid weekly by means of electronic funds transfer to an account in a recognised financial institution.

### 21.2 Late Pay

When your wages are not in your nominated account on the designated pay day the Team Manager if requested to do so by the you, must provide your wages to you in cash by conclusion of the next day's shift.

## 22. Superannuation

### 22.1 Entitlement

Superannuation Legislation - The subject of superannuation is dealt with extensively by federal legislation including the *Superannuation Guarantee (Administration) Act 1992* (Cth), the *Superannuation Industry (Supervision) Act 1993* (Cth), the *Superannuation (Resolution of Complaints) Act 1993* (Cth), and s124 of the *Industrial Relations Act 1996*. This legislation, as varied from time to time, governs the superannuation rights and obligations of the parties.

## 23. Working at Different Quarries

### 23.1 Terms

When Boral direct you to work other than at your nominated quarry travelling shall be done in work time and Boral shall reimburse you for all reasonable expenses incurred with over night accommodation and associated meals.

## 24. Tools

### 24.1 Tools

All tools required shall be provided free of charge by Boral.

## 25. Protective Clothing

### 25.1 Entitlement

At the commencement of your employment Boral shall provide you with four sets of clothes, two pairs of boots and in May a winter jacket, which shall be replaced on an item for item exchange basis.

## 26. Protective Equipment

### 26.1 Entitlement

Boral shall:

- (a) provide you with all personal protective equipment required to perform your work and;
- (b) replace such articles, when, in the opinion of Boral, they are no longer in a serviceable condition, but you shall not be entitled to a replacement unless you return the corresponding article issued to you or if the article is lost or misplaced by you, you shall pay a reasonable price for the article.

## 27. Kitchen

### 27.1 Tea and Coffee

Boral shall provide you with a reasonable supply of coffee, tea, milk and sugar for use during meal and crib breaks.

## 28. Sundays and Holidays

### 28.1 Holidays

The following days shall be granted to you without loss of pay as a holiday: New Year's Day; Australia Day; Good Friday; Easter Saturday; Easter Monday; Anzac Day; Queen's Birthday; Eight Hour Day; Christmas Day; Boxing Day; Union Picnic Day, the first Monday in December (or a substitute day



agreed to by you and Boral and taken by 31 December in the following year); and any other day gazetted as a public holiday for the State.

#### 28.2 Absence

When you are absent from work on the working day before or the working day after a holiday, without reasonable excuse or without the consent of Boral, then you shall not be entitled to payment for such holiday.

#### 28.3 Working on a Holiday

For work done on any of the holidays referred to in clause 28.1 (except (k) Union Picnic Day), you shall be paid at the rate of double time and one-half with a minimum payment for four hours' work.

#### 28.4 Sundays

For work done on a Sunday you shall be paid at the rate of double time with a minimum payment for four hours' work.

### 29. Annual Leave

#### 29.1 Entitlement

See *Annual Holidays Act 1944* as amended.

#### 29.2 Annual Leave Flexibility

- (a) An employee may elect with the consent of Boral, subject to the *Annual Holidays Act 1944*, to take annual leave not exceeding five days in single day periods or part thereof, in any calendar year at a time or times agreed by the parties.
- (b) Access to annual leave, as prescribed in paragraph (a) of this subclause, shall be exclusive of any shutdown period provided for elsewhere under this award.
- (c) An employee and Boral 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.

### 30. Annual Leave Loading

#### 30.1 Payment of Loading

Whenever you enter a period of annual leave you shall be paid, in addition to your annual leave pay a loading of 17.5 percent on top of your annual leave pay.

#### 30.2 Calculation of Loading

The loading is to be calculated on your rate of pay that is applicable immediately before commencing annual leave, excluding any other allowances, penalty rates, shift allowances, overtime or any other payments prescribed by this award.

#### 30.3 Shift Workers

Despite any thing else contained in this award, if you are a shift worker when you enter a period of annual leave then you shall be entitled to the greater of the following:

- (a) your shift work allowances and/or weekend penalty rates for the ordinary time (not including time on a public holiday) which you would have worked during the period of the leave; or

- (b) the loading calculated in accordance with this clause.

### **31. Long Service Leave**

#### 31.1 Entitlement

See *Long Service Leave Act 1955* as amended.

### **32. Parental Leave**

#### 32.1 Entitlement

See *Industrial Relations Act 1996* as amended.

### **33. Bereavement Leave**

#### 33.1 Entitlement

- (a) An employee, other than a casual employee, shall be entitled to up to three days bereavement leave without deduction of pay on each occasion of the death of a person prescribed in paragraph (c) below.
- (b) The employee must notify the employer as soon as practicable of the intention to take bereavement leave and will provide to the satisfaction of the employer proof of death.
- (c) Bereavement leave shall be available to the employee in respect to the death of a person prescribed for the purposes of Personal/Carer's Leave in 36.1 (c) (ii) provided that for the purpose of bereavement leave, the employee need not have been responsible for the care of the person concerned.
- (d) An employee shall not be entitled to bereavement leave under this clause during any period in respect of which the employee has been granted other leave.
- (e) Bereavement leave may be taken in conjunction with other leave available under subclauses 36.2, 36.6, 36.4, 36.5 and 36.6. In determining such a request the employer will give consideration to the circumstances of the employee and the reasonable operational requirements of the business.

### **34. Jury Service**

#### 34.1 Entitlement

If you are required to attend for jury service during your ordinary working hours you shall be reimbursed by Boral an amount equal to the difference between the amount paid in respect of your attendance for such jury service and the amount of wages you would have received in respect of the ordinary time you would have worked had you not been on jury service.

#### 34.2 Notification

You must notify Boral as soon as possible of the date upon which you are required to attend for jury service. Further, you must give Boral proof of your attendance, the duration of such attendance and the amount received in respect of such jury service.

### **35. Sick Leave**

#### 35.1 Entitlement

You shall, subject to subclause 35.2 and the production of a medical certificate be entitled to ten days' sick leave during the first and subsequent years of service on full pay (provided that a statutory

declaration shall be sufficient proof of sickness in respect of the first two single days' absence in any year).

### 35.2 Notification

You must notify Boral of your absence prior to your normal starting time on the same day of your absence and in any event before 9.00am on that day unless because of the nature of the illness you are incapable to do so in which case you must notify Boral as soon as possible.

### 35.3 Workers Compensation

You shall not be entitled to sick leave for any period in respect of which you are entitled to workers' compensation

### 35.4 Accumulation

If the full period of sick leave is not taken in any year, the whole or any untaken portion shall be cumulative from year to year.

### 35.5 Absent on Holidays and Rostered Days Off

If an award holiday or rostered day off occurs during your absence on sick leave then such award holiday or rostered day off shall not be counted as sick leave.

## 36. Carer's Leave

### 36.1 Use of Sick Leave

- (a) An employee, other than a casual employee, with responsibilities in relation to a class of person set out in subparagraph (ii) of paragraph (c), who needs the employee's care and support, shall be entitled to use, in accordance with this subclause, any current or accrued sick leave entitlement, provided for in clause 35, Sick Leave, for absences to provide care and support for such persons when they are ill. Such leave may be taken for part of a single day.
- (b) The employee shall, if required, establish either by production of a medical certificate or statutory declaration, the illness of the person concerned and that the illness is such as to require care by another person. In normal circumstances, an employee must not take carer's leave under this subclause where another person has taken leave to care for the same person.
- (c) The entitlement to use sick leave in accordance with this subclause is subject to:
  - (i) the employee being responsible for the care of the person concerned; and
  - (ii) the person concerned being:
    - (a) a spouse of the employee; or
    - (b) 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
    - (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 and legal guardian), grandparent, grandchild or sibling of the employee or spouse or de facto spouse of the employee; or
    - (d) a same sex partner who lives with the employee as the de facto partner of that employee on a bona fide domestic basis; or

- (e) a relative of the employee who is a member of the same household, where for the purposes of this subparagraph:
  - 1. "relative" means a related by blood, marriage or affinity;
  - 2. "affinity" means a relationship that one spouse because of marriage has to blood relatives of the other; and
  - 3. "household" means a family group living in the same domestic dwelling.
- (d) An employee shall, wherever practicable, give Boral notice prior to the absence of the intention to take leave, the name of the person requiring care and that person's relationship the employee, the reasons for taking such leave and the estimated length of absence. If it is not practicable for the employee to give prior notice of absence, the employee shall notify Boral by telephone of such absence at the first opportunity on the day of absence.

### 36.2 Unpaid Leave for Family Purpose

- (a) An employee may elect, with the consent of Boral, to take unpaid leave for the purpose of providing care and to a member of a class of person set out in subparagraph (ii) of paragraph (c) of subclause (1) who is ill.

### 36.3 Annual Leave

- (a) An employee may elect, with the consent of the employer, subject to the *Annual Holidays Act 1944*, to take annual leave not exceeding five days in single-day periods or part thereof in any calendar year at a time or times agreed by the parties.
- (b) Access to annual leave, as prescribed in paragraph (a) of this subclause, shall be exclusive of any shutdown period provided for elsewhere under this award.
- (c) An employee and employer 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.

### 36.4 Time Off in Lieu of Payment for Overtime -

- (a) For the purpose only of providing care and support for a person in accordance with 36.1 (c) (ii) and despite the provisions of 16.10 the following provisions shall apply:
- (b) An employee may elect, with the consent of the employer, to take time off in lieu of payment for overtime at a time or times agreed with the employer within 12 months of the said election.
- (c) Overtime taken as time off during ordinary-time hours shall be taken at the ordinary-time rate, that is, an hour for each hour worked.
- (d) If, having elected to take time as leave in accordance with paragraph (a) of this subclause, the leave is not taken for whatever reason, payment for time accrued at overtime rates shall be made at the expiry of the 12 month period or on termination.
- (e) Where no election is made in accordance with the said paragraph (a), the employee shall be paid overtime rates in accordance with the award.

### 36.5 Make-up Time

- (a) An employee may elect, with the consent of the employer, to work "make-up time", under which the employee takes time off ordinary hours and works those hours at a later time during the spread of ordinary hours provided in the award, at the ordinary rate of pay.

- (b) An employee on shift work may elect, with the consent of the employer, to work "make-up time" (under which the employee takes time off ordinary hours and works those hours at a later time) at the shift work rate which would have been applicable to the hours taken off.

#### 36.6 Rostered Days Off

- (a) An employee may elect, with the consent of the employer, to take a rostered day off at any time.
- (b) An employee may elect, with the consent of the employer, to take rostered days off in part day amounts.
- (c) An employee may elect, with the consent of the employer, to accrue some or all rostered days off for the purpose of creating a bank to be drawn upon at a time mutually agreed between the employer and employee, or subject to reasonable notice by the employee or the employer.
- (d) This subclause is subject to the employer informing the union which is a party to the award and which has members employed at the particular enterprise of its intention to introduce an enterprise system of RDO flexibility and providing a reasonable opportunity for the union to participate in negotiations.

### 37. Back-Up Support Agreement

#### 37.1 Procedure

- (a) Subject only to paragraph (b), if for any reason the work of the Team cannot be performed as and/or when required by Boral, Boral may use:
  - (i) staff;
  - (ii) externally engaged contractors; and/or
  - (iii) externally hired equipment,to perform the work, except to the extent that staff will not operate the drill rigs.
- (b) Boral may exercise the right in paragraph (a) as it sees fit in its own commercial interest, but shall act in good faith, meaning that Boral shall not abuse the right to obtain an improper collateral benefit or objective.

### 38. Anti Discrimination

#### 38.1 Obligation

- (a) It is the intention of the parties bound by this award to seek to achieve the object in section 3(f) of the *Industrial Relations Act 1996* to prevent and eliminate discrimination in the workplace. This includes discrimination on the grounds of race, sex, marital status, disability, homosexuality, transgender identity, age and responsibilities as a carer.
- (b) It follows that in fulfilling their obligations under the dispute resolution procedure prescribed by this award the parties have obligations to take all reasonable steps to ensure that the operation of the provisions of this award are not directly or indirectly discriminatory in their effects. It will be consistent with the fulfilment of these obligations for the parties to make application to vary any provision of the award that, by its terms or operation, has a direct or indirect discriminatory effect.
- (c) Under the *Anti-Discrimination Act 1977*, it is unlawful to victimise an employee because the employee has made or may make or has been involved in a complaint of unlawful discrimination or harassment.

- (d) Nothing in this clause is to be taken to affect:
  - (i) any conduct or act which is specifically exempted from anti-discrimination legislation;
  - (ii) offering or providing junior rates of pay to persons under 21 years of age;
  - (iii) any act or practice of a body established to propagate religion which is exempted under section 56(d) of the *Anti-Discrimination Act 1977*;
  - (iv) a party to this award from pursuing matters of unlawful discrimination in any State or federal jurisdiction.
- (e) This clause does not create legal rights or obligations in addition to those imposed upon the parties by the legislation referred to in this clause.

## NOTATION:

- (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."

**39. Miscellaneous**

## 39.1 Safety

- (a) Boral and the Team recognize that there are risks to the safety of the team and other employees and members of the public associated with their drill and blast activities. They therefore undertake to treat safety with the utmost priority in all of their activities. This commitment will be applied to all aspects of design and control of blasts, handling of explosives, operation of drilling equipment, use of survey equipment and use of motor vehicles.
- (b) The Team will regularly review (at team meetings) operating procedures and safety performance with a view to improving practice and minimizing risk.
- (c) The Team jointly commit with Boral to the use of personal protective equipment relevant to the tasks being undertaken whenever risks are unable to be practically controlled by engineering solutions.

## 39.2 Delegates

- (a) Boral shall recognise the appointed delegate for the union in the Team.
- (b) Boral shall provide the delegate with reasonable time while at work to perform the proper functions of the delegate.

## 39.3 Right of Entry

Refer to the *Industrial Relations Act 1996*.

## 39.4 Meal Rooms

- (a) Boral will supply a suitable room for meals and boiling water for you at the commencement of each meal and/or rest break.

- (b) Such meal rooms will be equipped as follows:
- flyscreen doors,
  - refrigerator,
  - heater for food,
  - electric light, and
  - adequate table and seating accommodation
  - and washing-up facilities.

### 39.5 Change Rooms and Conveniences

- (a) A change room will be provided at each quarry for your use. Where practicable it will be equipped with showers and wash-basins.
- (b) Boral will install fly-proof sanitary conveniences, one seat to every ten employees and each seat to be partitioned off, in all quarries and will maintain these conveniences in a clean condition. Sufficient covering to ensure decency and provide shade and protection from the weather will be provided. Sanitary conveniences will be sewerred, where practicable.
- (c) Such sanitary conveniences will be situated so as to preclude the possibility of contamination of the water supply and/or foodstuffs. Provision shall be made for the effluent from meal rooms and showers to be carried away and dispersed in such a way to avoid any risk to health. Boral will also supply sufficient and proper material to keep the sanitary conveniences innocuous.

### 39.6 Damage etc

- (a) Damage to clothing, spectacles, hearing aids and tools - compensation to the extent of the damage sustained shall be made where in the course of work clothing, spectacles or hearing aids are damaged or destroyed by fire or molten metal or through the use of corrosive substances.
- (b) If Boral requires you to have prescription lenses case hardened they will pay for the cost of such case hardening.

## PART B

**Table 1 - Rates of Pay**

Subject to this award, you shall be paid in accordance with the following table of rates:

Grade/Level Subgrade/level	Description	Weekly Wage \$
1	Level 1 Operator	592.27
2	Level 2 Operator	659.19
3	Level 3 Operator	676.33
4	Level 4 Operator	693.47
5	Level 5 Operator	710.61
6	Level 6 Operator	727.74
7	Level 7 Operator	744.88

Notation:

The rates in Table 1 above include and consume the "Industry Disability" allowance and the "Inclement Weather" allowance. Accordingly, the rates in Table 1 above compensate you for working in the open in

quarries and thereby being subject to climatic conditions such as dust blowing in the wind, sloppy and muddy conditions and the lack of usual amenities associated with factory work, etc. and for the additional disabilities of being required to work when exposed to inclement weather and for working in isolated and underdeveloped locations: "inclement weather" means wet weather and/or abnormal climatic conditions such as hail, cold, high winds, severe dust storms, extreme high temperatures or any combination thereof.

**Table 2 - Other Rates and Allowances**

Item No.	Clause No.	Allowance	Rate \$
1	11.1	Competency	4.65 per week
2	16.6	Meal Allowance	10.96
3	19.1	Motor Vehicle	0.51 per km
4	20.1	Transport not available	5.90 per day

J. McLEAY, Commissioner.

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(018)

SERIAL C4791

**NURSES' (DEPARTMENT OF AGEING, DISABILITY & HOME CARE) (STATE) AWARD 2005**

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

Application by Public Employment Office.

(No. IRC 374 of 2006)

Before The Honourable Justice Wright, President

3 February 2006

**VARIATION**

1. Insert in clause 3, General Conditions of Employment of the award published 8 July 2005 (Vol. 352 I.G. 246) the following new paragraph:

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 Clause 12 (iv)(d);
- (b) Personal Carers' entitlement in accordance with Clause 12 (v); and
- (c) Bereavement entitlement in accordance with Clause 12 (vi).

This entitlement is also set out at Clause 15 Part II of this Award."

2. Insert after subclause (vii) in clause 15 Permanent Part-time and Casual Employees in Part II - Casual Employees, the following new paragraph:

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

- (a) The Department Head must not fail to re-engage a regular casual employee (see section 53(2) of the Act) because:
  - (A) the employee or employee's spouse is pregnant; or
  - (B) the employee is or has been immediately absent on parental leave.

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

- (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 (iii) below who is sick and requires care and support, or who requires care due to an unexpected emergency, or the birth of a child. This entitlement is subject to the evidentiary requirements set out below in (d), and the notice requirements set out in (e).
  - (b) The Department Head and the casual employee shall agree on the period for which the employee will be entitled to not be available to attend work. In the absence of agreement, the employee is entitled to not be available to attend work for up to 48 hours (i.e. two

days) per occasion. The casual employee is not entitled to any payment for the period of non-attendance.

- (c) A Department Head must not fail to re-engage a casual employee because the employee accessed the entitlements provided for in this clause. The rights of an employer to engage or not to engage a casual employee are otherwise not affected.
- (d) The casual employee shall, if required,
  - (A) establish either by production of a medical certificate or statutory declaration, the illness of the person concerned and that the illness is such as to require care by another person, or
  - (B) establish by production of documentation acceptable to the employer or a statutory declaration, the nature of the emergency and that such emergency resulted in the person concerned requiring care by the employee.

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

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

- (xi) Bereavement entitlements for casual employees
- (a) Casual employees are entitled to not be available to attend work, or to leave work upon the death in Australia of a family member on production of satisfactory evidence (if required by the employer).
  - (b) The Department Head and the casual employee shall agree on the period for which the employee will be entitled to not be available to attend work. In the absence of agreement, the employee is entitled to not be available to attend work for up to 48 hours (i.e. two days) per occasion. The casual employee is not entitled to any payment for the period of non-attendance.

- (c) A Department Head must not fail to re-engage a casual employee because the employee accessed the entitlements provided for in this clause. The rights of an employer to engage or not engage a casual employee are otherwise not affected.
  - (d) The casual employee must, as soon as reasonably practicable and during the ordinary hours of the first day or shift of such absence, inform the employer of their inability to attend for duty. If it is not reasonably practicable to inform the employer during the ordinary hours of the first day or shift of such absence, the employee will inform the employer within 24 hours of the absence.
3. This variation shall take effect from 19 December 2005.

F. L. WRIGHT J , *President*

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## **CROWN EMPLOYEES (CATERING OFFICERS DEPARTMENT OF SPORT AND RECREATION) AWARD**

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

Application by Public Employment Office.

(No. IRC 362 of 2006)

Before The Honourable Justice Wright, President

3 February 2006

### **VARIATION**

1. Insert after Appendix 2, in the Arrangement of the award published 23 April 2004 (344 I.G. 101) the following new Appendix 3.

#### **Appendix 3**

2. Delete subclause clause 3.1 of clause 3, Temporary Employees and insert in lieu thereof the following:
  - 3.1 A temporary employee is an employee engaged as a Catering Officer or Senior Catering Officer, consistent with Section 27 or Section 38 of the Public Sector Employment and Management Act 2002."
3. Insert after subclause 4.8 of clause 4, Salaries the following new paragraph:
  - 4.8.1 Temporary employees employed under 3.2 (a) shall also receive the following entitlements in accordance with the Crown Employees (Public Service Conditions of Employment) Award 2005:
    - (a) Unpaid parental leave in accordance with Clause 12 (iv)(d);
    - (b) Personal Carers' entitlement in accordance with Clause 12 (v); and
    - (c) Bereavement entitlement in accordance with, clause 12 (vi).

This entitlement is also set out at Appendix 3 of this Award.

4. Insert after Appendix 2, Centre and Academy Locations, the following new Appendix 3:

#### **Appendix 3**

- (i) Temporary employees employed under 3.2 (a) 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 temporary employee employed under 3.2 (a) (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 reengagement of temporary employees employed under 3.2 (a) are not affected, other than in accordance with this clause.

- (ii) Personal Carers entitlement for temporary employees employed under 3.2 (a)
- (a) temporary employees employed under 3.2 (a) are entitled to not be available to attend work, or to leave work if they need to care for a family member described in (iii) below who is sick and requires care and support, or who requires care due to an unexpected emergency, or the birth of a child. This entitlement is subject to the evidentiary requirements set out below in (d), and the notice requirements set out in (e).
  - (b) The Department Head and the temporary employee employed under 3.2 (a) 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 temporary employee employed under 3.2 (a) is not entitled to any payment for the period of non-attendance.
  - (c) A Department Head must not fail to re-engage a temporary employee employed under 3.2 (a) because the employee accessed the entitlements provided for in this clause. The rights of an employer to engage or not to engage a casual employee are otherwise not affected.
  - (d) The temporary employee employed under 3.2 (a) shall, if required,
    - (A) establish either by production of a medical certificate or statutory declaration, the illness of the person concerned and that the illness is such as to require care by another person, or
    - (B) establish by production of documentation acceptable to the employer or a statutory declaration, the nature of the emergency and that such emergency resulted in the person concerned requiring care by the employee.

In normal circumstances, a temporary employee employed under 3.2 (a) must not take carer's leave under this subclause where another person had taken leave to care for the same person.
  - (e) The temporary employee employed under 3.2 (a) must, as soon as reasonably practicable and during the ordinary hours of the first day or shift of such absence, inform the employer of their inability to attend for duty. If it is not reasonably practicable to inform the employer during the ordinary hours of the first day or shift of such absence, the employee will inform the employer within 24 hours of the absence.

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

- (a) a spouse of the staff member; or
- (b) a defacto 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 and legal guardian), grandparent, grandchild or sibling of the staff member or of spouse or of defacto spouse of the staff member; or
- (d) a same sex partner who lives with the staff member as the defacto 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 temporary employees employed under 3.2 (a)
- (a) Temporary employees employed under 3.2 (a) are entitled to not be available to attend work, or to leave work upon the death in Australia of a family member on production of satisfactory evidence (if required by the employer).
  - (b) The Department Head and the temporary employee employed under 3.2 (a) 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 temporary employee employed under 3.2 (a) is not entitled to any payment for the period of non-attendance.
  - (c) A Department Head must not fail to re-engage a temporary employee employed under 3.2 (a) because the employee accessed the entitlements provided for in this clause. The rights of an employer to engage or not engage a temporary employee employed under 3.2 (a) are otherwise not affected.
  - (d) The temporary employee employed under 3.2 (a) must, as soon as reasonably practicable and during the ordinary hours of the first day or shift of such absence, inform the employer of their inability to attend for duty. If it is not reasonably practicable to inform the employer during the ordinary hours of the first day or shift of such absence, the employee will inform the employer within 24 hours of the absence."
5. This variation shall take effect from 19 December 2005.

F. L. WRIGHT J , *President*

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## **FIRE BRIGADE (MAINTENANCE, CONSTRUCTION AND MISCELLANEOUS STAFF) AWARD**

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

Application by Public Employment Office.

(No. IRC 371 of 2006)

Before The Honourable Justice Wright, President

3 February 2006

### **VARIATION**

1. Insert after subclause (ii) of Clause 22, Bereavement Leave of the award published 9 February 2001 (Vol 322 I.G. 47) the following new subclause:

(iii) Bereavement entitlements for casual employees

- (a) Subject to the evidentiary and notice requirements in Clause 22 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 1.1.3 (ii) of Clause (31) Personal Carers Leave.
- (b) 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.
- (c) 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.

2. Delete paragraph 1.3.1 of clause 31 - Personal Carers 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.3. Insert new subclause 1.3.4 of Clause 31 - Personal/Carers Leave, as follows:

3. Insert after paragraph 1.3.3 of subclause 1.3 Annual Leave of clause 31, a new paragraph 1.3.4

1.3.4 An employee may elect with the employers agreement to take annual leave at any time within a period of 24 months from the date at which it falls due.

4. Insert after subclause 1.6 Rostered Days Off of Clause 31 Personal/ Carers Leave, the following new subclause:

1.7 Personal Carers Entitlement for casual employees

1.7.1 Subject to the evidentiary and notice requirements in 1.1.2 and 1.1.4 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.

1.7.2 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.

1.7.3 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.

5. Insert after subclause (e) of clause 33, Parental Leave the following new subclauses:

(f) 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).

(g) 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.

(h) Right to request

(a) An employee entitled to parental leave may request the employer to allow the employee:

- (i) to extend the period of simultaneous unpaid 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 employee in reconciling work and parental responsibilities.

(b) 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) Employee's request and the employer's decision to be in writing

The employee's request and the employer's decision made under h(a)(ii) and h(a)(iii) must be recorded in writing.

(d) Request to return to work part-time

Where an employee wishes to make a request under h(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.

(i) 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 employer 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 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.
  - (c) 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 (a).
6. This variation shall take effect from 19 December 2005.

F. L. WRIGHT J , *President*

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(1671)

SERIAL C4839

## WASTE RECYCLING AND PROCESSING CORPORATION (SALARIES AND CONDITIONS OF EMPLOYMENT 2005) AWARD

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

Application by Public Employment Office.

(No. IRC 410 of 2006)

Before The Honourable Justice Wright, President

3 February 2006

### VARIATION

1. Insert in numerical order in clause 1, Arrangement of the award published 3 February 2006 (356 I.G.987), the following new clause number and subject matter:

#### 104. Appendix A

2. Insert after paragraph (g) of clause 56 Adoption Leave, the following new subclause:

(h) Employees entitled to maternity leave shall also have an additional entitlement as set out in Appendix A.

3. Insert after subclause (h) of clause 60, Maternity Leave, the following new subclause:

(i) Employees entitled to adoption leave shall also have an additional entitlement as set out in Appendix A, Additional parental leave.

4. Insert after subclause (e) of clause 63, Parental Leave, the following new subclause:

(f) Employees entitled to parental leave shall also have an additional entitlement as set out in Appendix A.

5. Insert after clause 103 Secure Employment, the following new clause:

#### 104. Appendix A

- (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) Right to request

(a) An employee entitled to parental leave may request the employer to allow the employee:

- (i) to extend the period of simultaneous unpaid 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 employee in reconciling work and parental responsibilities.

- (b) 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) Employee's request and the employer's decision to be in writing

The employee's request and the employer's decision made under 2(a)(ii) and 2(a)(iii) 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.

(3) 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 employer 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 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.
- (c) 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 (a).

6. This variation shall take effect from 19 December 2005.

F. L. WRIGHT J , *President*

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## SYDNEY CATCHMENT AUTHORITY CONSOLIDATED AWARD 2005

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES  
FULL BENCH

Application by Australian Services Union of N.S.W., Industrial Organisation of Employees.

(No. IRC 1280 of 2006)

Before The Honourable Justice Wright, President  
The Honourable Justice Walton, Vice-President  
The Honourable Mr Deputy President Harrison  
The Honourable Justice Haylen  
Commissioner Tabbaa

21 March 2006

### VARIATION

1. Insert in the Arrangement a new subparagraph 5.1.2 (a) Secure Employment in paragraph 5.1.2, Casual Employees of clause 5, Employment of the award published 20 June 2006 (356 I.G. 421).

#### 5.1.2(a) Secure Employment

2. Insert after paragraph 5.1.2 of clause 5, Employment, the following new subparagraph:

#### 5.1.2(a) - Secure Employment

##### (a) Objective of this Clause

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

##### (b) Casual Conversion

- (i) A casual employee engaged by a particular employer on a regular and systematic basis for a sequence of periods of employment under this Award during a calendar period of six months shall thereafter have the right to elect to have his or her ongoing contract of employment converted to permanent full-time employment or part-time employment if the employment is to continue beyond the conversion process prescribed by this subclause.
- (ii) Every employer of such a casual employee shall give the employee notice in writing of the provisions of this sub-clause within four weeks of the employee having attained such period of six months. However, the employee retains his or her right of election under this subclause if the employer fails to comply with this notice requirement.
- (iii) Any casual employee who has a right to elect under paragraph (b)(i), upon receiving notice under paragraph (b)(ii) or after the expiry of the time for giving such notice, may give four weeks' notice in writing to the employer that he or she seeks to elect to convert his or her ongoing contract of employment to full-time or part-time employment, and within four weeks of receiving such notice from the employee, the employer shall consent to or refuse the election, but shall not unreasonably so refuse. Where an employer refuses an election to convert, the reasons for doing so shall be fully stated and discussed with the employee concerned, and a genuine attempt shall be made to reach agreement. Any dispute about a refusal of an election to convert an ongoing contract of employment shall

be dealt with as far as practicable and with expedition through the disputes settlement procedure.

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

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

- (vii) Following an agreement being reached pursuant to paragraph (vi), the employee shall convert to full-time or part-time employment. If there is any dispute about the arrangements to apply to an employee converting from casual employment to full-time or part-time employment, it shall be dealt with as far as practicable and with expedition through the disputes settlement procedure.
  - (viii) An employee must not be engaged and re-engaged, dismissed or replaced in order to avoid any obligation under this subclause.
- (c) Occupational Health and Safety
- (i) For the purposes of this subclause, the following definitions shall apply:
    - (1) A "labour hire business" is a business (whether an organisation, business enterprise, company, partnership, co-operative, sole trader, family trust or unit trust, corporation and/or person) which has as its business function, or one of its business functions, to supply staff employed or engaged by it to another employer for the purpose of such staff performing work or services for that other employer.
    - (2) A "contract business" is a business (whether an organisation, business enterprise, company, partnership, co-operative, sole trader, family trust or unit trust, corporation and/or person) which is contracted by another employer to provide a specified service or services or to produce a specific outcome or result for that other employer which might otherwise have been carried out by that other employer's own employees.

- (ii) Any employer which engages a labour hire business and/or a contract business to perform work wholly or partially on the employer's premises shall do the following (either directly, or through the agency of the labour hire or contract business):
  - (1) consult with employees of the labour hire business and/or contract business regarding the workplace occupational health and safety consultative arrangements;
  - (2) provide employees of the labour hire business and/or contract business with appropriate occupational health and safety induction training including the appropriate training required for such employees to perform their jobs safely;
  - (3) provide employees of the labour hire business and/or contract business with appropriate personal protective equipment and/or clothing and all safe work method statements that they would otherwise supply to their own employees; and
  - (4) ensure employees of the labour hire business and/or contract business are made aware of any risks identified in the workplace and the procedures to control those risks.
- (iii) Nothing in this subclause (c) is intended to affect or detract from any obligation or responsibility upon a labour hire business arising under the *Occupational Health and Safety Act 2000* or the *Workplace Injury Management and Workers Compensation Act 1998*.
- (d) Disputes Regarding the Application of this Clause

Where a dispute arises as to the application or implementation of this clause, the matter shall be dealt with pursuant to the disputes settlement procedure of this award.

- (e) This clause has no application in respect of organisations which are properly registered as Group Training Organisations under the *Apprenticeship and Traineeship Act 2001* (or equivalent interstate legislation) and are deemed by the relevant State Training Authority to comply with the national standards for Group Training Organisations established by the ANTA Ministerial Council.

- 3. This variation shall take effect from 21 March 2006.

F. L. WRIGHT *J, President.*  
M. J. WALTON *J, Vice-President.*  
R. W. HARRISON *D.P.*  
W. R. HAYLEN *J.*  
I. TABBAA, Commissioner.

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Printed by the authority of the Industrial Registrar.

## HUNTER WATER CORPORATION EMPLOYEES (STATE) AWARD 1999

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

Application by Public Employment Office.

(No. IRC 350 of 2006)

Before The Honourable Justice Wright, President

3 February 2006

### VARIATION

1. Delete paragraph (f) of subclause (i) Annual Leave of clause G14. Leave of the award published 29 April 2005 (350 I.G. 673) and insert in lieu thereof the following:

(f) 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. Insert after paragraph (c) of subclause (ii) Parental Leave (maternity, paternity and adoption leave) of clause G14 the following new paragraphs:

(d) Right to request

(a) An employee entitled to parental leave may request the employer to allow the employee:

- (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 employee in reconciling work and parental responsibilities.

(b) 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) Employee's request and the employer's decision to be in writing

The employee's request and the employer's decision made under d(a)(2) and d(a)(3) must be recorded in writing.

(d) Request to return to work part-time

Where an employee wishes to make a request under d(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 employee is due to return to work from parental leave.

- (e) 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:
    - (1) 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
    - (2) 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 paragraph (a).
- (f) An employer must not fail to re-engage a regular casual employee (see section 53(2) of the Act) 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.

3. Insert after paragraph (f) of subclause (iii) Bereavement Leave of clause G14, the following new paragraph:

- (g) Bereavement entitlements for casual employees
  - (1) Subject to the evidentiary and notice requirements in (b) above 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 (d) above.
  - (2) 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.
  - (3) An employer must not fail 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.

4. Insert in paragraph (g) of subclause (vi) Family Leave of clause G14 the following:

- (g) An employee may elect with the employers agreement to take annual leave at any time within a period of 24 months from the date at which it falls due.



5. Insert after paragraph (g) of subclause (vi) of clause G14 the following new paragraph:

(h) Personal Carers Entitlement for casual employees

- (1) Subject to the evidentiary and notice requirements in (e) above 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 (d) above who are sick and require care and support, or who require care due to an unexpected emergency, or the birth of a child.
- (2) 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.
- (3) 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.

6. This variation shall take effect from 19 December 2005.

F. L. WRIGHT J , *President*

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## **CROWN EMPLOYEES (SERVICES OFFICERS - DEPARTMENT OF TOURISM, SPORT AND RECREATION) AWARD**

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

Application by Public Employment Office.

(No. IRC 351 of 2006)

Before The Honourable Justice Wright, President

3 February 2006

### **VARIATION**

1. Insert in the Arrangement after Part B Monetary Rates - Table 3 of the award published 2 May 2003 (Vol 339 I.G. 296) the following new Appendix A.

#### **Appendix A**

2. Insert after subclause 5.6 of clause 5, Temporary Employees, the following new subclause:
  - 5.7 Casuals shall also receive the following entitlements in accordance with the Crown Employees (Public Service Conditions of Employment) Award Reviewed 2006:
    - (a) Unpaid parental leave in accordance with Clause 12 (iv)(d);
    - (b) Personal Carers' entitlement in accordance with Clause 12 (v); and
    - (c) Bereavement entitlement in accordance with Clause 12 (vi).

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

3. Insert after Table 3 in the Arrangement of Part B Monetary Rates, the following new Appendix A.

#### **Appendix A**

- (i) Casual employees are entitled to unpaid parental leave under Chapter 2, Part 4, Division 1, section 54, Entitlement to Unpaid Parental Leave, in accordance with the *Industrial Relations Act 1996*. The following provisions shall also apply in addition to those set out in the *Industrial Relations Act 1996* (NSW).
  - (a) The Department Head must not fail to re-engage a regular casual employee (see section 53(2) of the Act) because:
    - (A) the employee or employee's spouse is pregnant; or
    - (B) the employee is or has been immediately absent on parental leave.

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

- (ii) Personal Carers entitlement for casual employees
  - (a) Casual employees are entitled to not be available to attend work, or to leave work if they need to care for a family member described in (iii) below who is sick and requires care and support, or who requires care due to an unexpected emergency, or the birth of a child. This entitlement is

subject to the evidentiary requirements set out below in (d), and the notice requirements set out in (e).

- (b) The Department Head and the casual employee shall agree on the period for which the employee will be entitled to not be available to attend work. In the absence of agreement, the employee is entitled to not be available to attend work for up to 48 hours (i.e. two days) per occasion. The casual employee is not entitled to any payment for the period of non-attendance.
- (c) A Department Head must not fail to re-engage a casual employee because the employee accessed the entitlements provided for in this clause. The rights of an employer to engage or not to engage a casual employee are otherwise not affected.
- (d) The casual employee shall, if required,
  - (A) establish either by production of a medical certificate or statutory declaration, the illness of the person concerned and that the illness is such as to require care by another person, or
  - (B) establish by production of documentation acceptable to the employer or a statutory declaration, the nature of the emergency and that such emergency resulted in the person concerned requiring care by the employee.

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

- (e) The casual employee must, as soon as reasonably practicable and during the ordinary hours of the first day or shift of such absence, inform the employer of their inability to attend for duty. If it is not reasonably practicable to inform the employer during the ordinary hours of the first day or shift of such absence, the employee will inform the employer within 24 hours of the absence.
- (iii) A family member for the purposes of (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 and legal guardian), grandparent, grandchild or sibling of the staff member or of spouse or of de facto spouse of the staff member; or
  - (d) a same sex partner who lives with the staff member as the de facto partner of that staff member on a bona fide domestic basis; or a relative of the staff member who is a member of the same household, where for the purposes of this definition:

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

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

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

- (iv) Bereavement entitlements for casual employees
- (a) Casual employees are entitled to not be available to attend work, or to leave work upon the death in Australia of a family member on production of satisfactory evidence (if required by the employer).

- (b) The Department Head and the casual employee shall agree on the period for which the employee will be entitled to not be available to attend work. In the absence of agreement, the employee is entitled to not be available to attend work for up to 48 hours (i.e. two days) per occasion. The casual employee is not entitled to any payment for the period of non-attendance.
  - (c) A Department Head must not fail to re-engage a casual employee because the employee accessed the entitlements provided for in this clause. The rights of an employer to engage or not engage a casual employee are otherwise not affected.
  - (d) The casual employee must, as soon as reasonably practicable and during the ordinary hours of the first day or shift of such absence, inform the employer of their inability to attend for duty. If it is not reasonably practicable to inform the employer during the ordinary hours of the first day or shift of such absence, the employee will inform the employer within 24. hours of the absence."
4. This variation shall take effect from 19 December 2005.

F. L. WRIGHT J , *President*

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Printed by the authority of the Industrial Registrar.

## **CROWN EMPLOYEES (NATIONAL PARKS AND WILDLIFE SERVICE) FIELD OFFICERS AND SKILLED TRADES 2000 AWARD**

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

Application by Public Employment Office.

(No. IRC 382 of 2006)

Before The Honourable Justice Wright, President

3 February 2006

### **VARIATION**

1. Insert in clause 2, Arrangement after clause 50, Area, Incidence and Duration of the award published 1 October 2004 (Vol 346 I.G. 623) the following:

Appendix A - Salary Schedules  
Annexure 1 - Casual Leave Entitlements  
Annexure 2 - Salary Schedule for Field

2. Insert after subclause (ii) of clause 15, Temporary Work Arrangements, the following new subclause:
  - (iii) 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 Clause 12 (iv)(d);
    - (b) Personal Carers' entitlement in accordance with Clause 12 (v); and
    - (c) Bereavement entitlement in accordance with Clause 12 (vi).

This entitlement is also set out in this Award at Annexure 1 - Casual Leave Entitlements."

3. Insert after Appendix A - Salary Schedules - Annexure 1 - Casual Leave Entitlements.

### **ANNEXURE 1**

#### **Casual Leave Entitlements**

- (a) 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).

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

- (A) the employee or employee's spouse is pregnant; or
- (B) the employee is or has been immediately absent on parental leave.

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

## (b) Personal Carers entitlement for casual employees

- (i) 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 29 B (iii) (b) 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 (iv), and the notice requirements set out in (v).
- (ii) 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.
- (iii) A Department Head must not fail to re-engage a casual employee because the employee accessed the entitlements provided for in this clause. The rights of an employer to engage or not to engage a casual employee are otherwise not affected.
- (iv) The casual employee shall, if required,
  - (a) establish either by production of a medical certificate or statutory declaration, the illness of the person concerned and that the illness is such as to require care by another person, or
  - (b) establish by production of documentation acceptable to the employer or a statutory declaration, the nature of the emergency and that such emergency resulted in the person concerned requiring care by the employee.

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

- (v) The casual employee must, as soon as reasonably practicable and during the ordinary hours of the first day or shift of such absence, inform the employer of their inability to attend for duty. If it is not reasonably practicable to inform the employer during the ordinary hours of the first day or shift of such absence, the employee will inform the employer within 24 hours of the absence.
- (c) Bereavement entitlements for casual employees
- (i) 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).
  - (ii) 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.
  - (iii) A Department Head must not fail to re-engage a casual employee because the employee accessed the entitlements provided for in this clause. The rights of an employer to engage or not engage a casual employee are otherwise not affected.
  - (iv) The casual employee must, as soon as reasonably practicable and during the ordinary hours of the first day or shift of such absence, inform the employer of their inability to attend for duty. If it is not reasonably practicable to inform the employer during the ordinary hours of the first day or shift of such absence, the employee will inform the employer within 24 hours of the absence.

4. This variation shall take effect from 19 December 2005.

F. L. WRIGHT J, *President*

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**FORESTRY COMMISSION OF NEW SOUTH WALES TRADING AS  
STATE FORESTS OF NEW SOUTH WALES CROWN EMPLOYEES  
FIELDWORK AND OTHER STAFF AWARD 2002-2005**

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

Application by Public Employment Office.

(No. IRC 377 of 2006)

Before The Honourable Justice Wright, President

3 February 2006

**VARIATION**

1. Insert in the Arrangement after Appendices "Trade Union Leave" of the award published 9 May 2003 (339 I.G. 330) the following:

Additional Casual Leave Entitlements

2. Insert after paragraph (vi) of subclause 12.13 of clause 12, Conditions of Employment, the following new paragraph:

(vii) 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 Clause 12 (iv)(d);
- (b) Personal Carers' entitlement in accordance with Clause 12(v); and
- (c) Bereavement entitlement in accordance with Clause 12(vi).

This entitlement is also set out in this Award in the Appendice entitled "Casual Leave Entitlements."

3. Insert in the Appendices after "Trade Union Training Leave" the following:

Additional Casual Leave Entitlements

1. 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).

- (i) The Department Head must not fail to re-engage a regular casual employee (see section 53(2) of the Act) because:
  - (a) the employee or employee's spouse is pregnant; or
  - (b) the employee is or has been immediately absent on parental leave.

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

2. Personal Carers entitlement for casual employees

- (i) 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 Paragraph 3. 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 (iv), and the notice requirements set out in (v).

- (ii) 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.
- (iii) A Department Head must not fail to re-engage a casual employee because the employee accessed the entitlements provided for in this clause. The rights of an employer to engage or not to engage a casual employee are otherwise not affected.
- (iv) The casual employee shall, if required
  - (a) establish either by production of a medical certificate or statutory declaration, the illness of the person concerned and that the illness is such as to require care by another person, or
  - (b) establish by production of documentation acceptable to the employer or a statutory declaration, the nature of the emergency and that such emergency resulted in the person concerned requiring care by the employee.

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

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

3. A family member for the purposes of Paragraph 2 (i) above is:

- (a) a spouse of the staff member; or
- (b) a defacto 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 and legal guardian), grandparent, grandchild or sibling of the staff member or of spouse or of defacto spouse of the staff member; or
- (d) a same sex partner who lives with the staff member as the defacto 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.

4. Bereavement entitlements for casual employees

- (i) 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).

- (ii) 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.
  - (iii) A Department Head must not fail to re-engage a casual employee because the employee accessed the entitlements provided for in this clause. The rights of an employer to engage or not engage a casual employee are otherwise not affected.
  - (iv) The casual employee must, as soon as reasonably practicable and during the ordinary hours of the first day or shift of such absence, inform the employer of their inability to attend for duty. If it is not reasonably practicable to inform the employer during the ordinary hours of the first day or shift of such absence, the employee will inform the employer within 24 hours of the absence."
4. This variation shall take effect from 19 December 2005.

F. L. WRIGHT J , *President*

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**SOCIAL AND COMMUNITY SERVICES EMPLOYEES (STATE)  
AWARD**

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

Erratum to Serial C4429 published 19 May 2006

(359 I.G. 373)

(No. IRC 1276 of 2006)

**ERRATUM**

1. Delete the date and gazettal reference appearing in instruction 1. and substitute the following  
14 July 2006 (360 I.G. 1)

G. M. GRIMSON *Industrial Registrar.*

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## **TRAINING WAGE (STATE) AWARD 2002**

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

Erratum to Serial C4468 published 30 June 2006

(359 I.G. 1221)

(No. IRC 550 of 2006)

### **ERRATUM**

1. Delete in Instruction 2, of subclause (ii) the Parent award "Engine Drivers, &c., Manufacture (State) Award" and substitute the following:

"Engine Drivers, &c., General (State) Award"

G. M. GRIMSON *Industrial Registrar.*

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(027)

**SERIAL C4717**

## **CLERICAL INDUSTRY (STATE) TRAINING WAGE AWARD**

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

Application by Australian Business Industrial, industrial organisation of employees

(No. IRC 550 of 2006)

Before The Honourable Justice Schmidt

7 March 2006

### **ORDER OF RESCISSION**

The Industrial Relations Commission of New South Wales orders that the Clerical Industry (State) Training Wage Award published 9 February 2001 (322) I.G. 6 as varied, be rescinded on and from 7 March 2006.

M. SCHMIDT *J.*

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## ENTERPRISE AGREEMENTS APPROVED BY THE INDUSTRIAL RELATIONS COMMISSION

(Published pursuant to s.45(2) of the *Industrial Relations Act 1996*)

### EA06/242 - Liverpool City Council Parking Patrol Officers' Enterprise Agreement 2006

**Made Between:** Liverpool City Council -&- the New South Wales Local Government, Clerical, Administrative, Energy, Airlines & Utilities Union.

**New/Variation:** New.

**Approval and Commencement Date:** Approved and commenced 22 March 2006.

**Description of Employees:** The agreement applies to all employees employed by Liverpool City Council, located at 1 Hoxton Park Road, Liverpool NSW 2170, who are engaged in the duties of enforcing on street parking, who fall within the coverage of the Local Government (State) Award 2004.

**Nominal Term:** 36 Months.

### EA06/243 - Global Insulation Contractors (Kurnell Refinery - NSW) Enterprise Agreement 2006-2009

**Made Between:** Global Insulation Contractors (NSW) Pty Ltd -&- the Construction, Forestry, Mining and Energy Union (New South Wales Branch).

**New/Variation:** New.

**Approval and Commencement Date:** Approved and commenced 24 March 2006.

**Description of Employees:** The agreement applies to all employees of Global Insulation Contractors (NSW) Pty Ltd trading as Gobal Insulation, who are engaged on maintenance services and/or miscellaneous work at the Caltex Refinery located at Solander Street, Kurnell NSW 2231, who fall within the coverage of the Building and Construction Industry (State) Award. The agreement does not apply to employees engaged in Managerial, Supervisory, Staff or Administrative roles.

**Nominal Term:** 35 Months.

### EA06/244 - Caltex/Kurnell Maintenance Agreement 2006 (Electrical & Instrument Trades)

**Made Between:** Caltex Refineries (NSW) Pty Ltd -&- the Electrical Trades Union of Australia, New South Wales Branch.

**New/Variation:** Replaces EA03/197.

**Approval and Commencement Date:** Approved 20 March 2006 and commenced 1 March 2006.

**Description of Employees:** The agreement applies to all employees employed by Caltex Refineries (NSW) Pty Ltd., fall within the coverage of the Caltex/Kurnell Maintenance Award.

**Nominal Term:** 36 Months.

**EA06/245 - Simmonds Electrical Pty Ltd NSW Enterprise Agreement 2005-2008**

**Made Between:** Simmonds Electrical Pty Ltd NSW -&- the Electrical Trades Union of Australia, New South Wales Branch.

**New/Variation:** Replaces EA05/27.

**Approval and Commencement Date:** Approved and commenced 15 March 2006.

**Description of Employees:** The agreement applies to all employees employed by Simmonds Electrical Pty Ltd., located at 3/10 Lymore Avenue, Thornleigh NSW 2120, who fall within the coverage of the Electrical, Electronic and Communications Contracting Industry (State) Award.

**Nominal Term:** 30 Months.

**EA06/246 - Galpern Electrics Pty Ltd NSW Enterprise Agreement 2005-2008**

**Made Between:** Galpern Electrics Pty Ltd -&- the Electrical Trades Union of Australia, New South Wales Branch.

**New/Variation:** Replaces EA04/65.

**Approval and Commencement Date:** Approved and commenced 9 March 2006.

**Description of Employees:** The agreement applies to all employees employed by Galpern Electrics Pty Ltd., located at 21/17 Bowden Street, Alexandria NSW 2015, who are engaged on construction sites within NSW, who fall within the coverage of the Electrical, Electronic and Communications Contracting Industry (State) Award.

**Nominal Term:** 31 Months.

**EA06/247 - Venjo Pty Limited Enterprise Agreement**

**Made Between:** Venjo Pty Ltd (Dawsons Removals) -&- the National Union of Workers, New South Wales Branch.

**New/Variation:** New.

**Approval and Commencement Date:** Approved 17 March 2006 and commenced 1 January 2006.

**Description of Employees:** The agreement applies to all employees employed by Venjo Pty Ltd., located at Lot 3, Littlebourne Street, Bathurst NSW 2795, who fall within the coverage of the Storemen and Packers, General (State) Award.

**Nominal Term:** 12 Months.

**EA06/248 - K & S Freighters Pty Ltd Transport Employees (New South Wales Enfield Site) Agreement 2006**

**Made Between:** K & S Freighters Pty Ltd -&- the Transport Workers' Union of New South Wales.

**New/Variation:** Replaces EA04/137.

**Approval and Commencement Date:** Approved and commenced 23 March 2006.

**Description of Employees:** The agreement applies to all employees employed by K & S Freighter Pty Ltd., who are engaged at the Company's sites at Hope Street, Enfield NSW 2136 and Anzac Street, Chullora NSW 2190, who fall within the coverage of the Transport Industry (State) Award.

**Nominal Term:** 33 Months.

**EA06/249 - K & S Freighters Transport Employees (Yennora Operations New South Wales) Agreement 2006**

**Made Between:** K & S Freighters Pty Ltd -&- the Transport Workers' Union of New South Wales.

**New/Variation:** Replaces EA02/182.

**Approval and Commencement Date:** Approved and commenced 23 March 2006.

**Description of Employees:** The agreement applies to all employees employed by K & S Freighters Pty Ltd., 2 Hope Street, Enfield NSW 2136, who are engaged at the Company's Yennora Operations, who fall within the coverage of the Transport Industry (State) Award.

**Nominal Term:** 33 Months.

**EA06/250 - John Goss Project Pty Ltd NSW Certified Enterprise Agreement 2005-2008**

**Made Between:** John Goss Projects Pty Ltd -&- the Electrical Trades Union of Australia, New South Wales Branch.

**New/Variation:** New.

**Approval and Commencement Date:** Approved and commenced 9 March 2006.

**Description of Employees:** The agreement applies to all employees employed by John Goss Project Pty Ltd., located at 19/53 Lorraine Street, Peakhurst NSW 2210, who are engaged upon construction work within the County of Cumberland, who fall within the coverage of the Electrical, Electronic and Communications Contracting Industry (State) Award.

**Nominal Term:** 31 Months.



**EA06/251 - Speedibake Enterprise Agreement 2005**

**Made Between:** George Weston Foods Limited t/a Speedibake -&- the National Union of Workers, New South Wales Branch.

**New/Variation:** Replaces EA04/29.

**Approval and Commencement Date:** Approved 8 March 2006 and commenced 16 August 2005.

**Description of Employees:** The agreement applies to all employees employed by George Weston Foods Limited t/as Speedibake, located at cnr Hughes and Hope Streets, Ermington NSW 2115, who fall within the coverage of the Pastrycooks, &c. (State) Award.

**Nominal Term:** 24 Months.

**EA06/252 - Transfield Services Limited (Kurnell Refinery - NSW) Enterprise Agreement 2006-2009**

**Made Between:** Transfield Services (Australia) Pty Limited -&- the Automotive, Food, Metals, Engineering, Printing and Kindred Industries Union, New South Wales Branch, Construction, Forestry, Mining and Energy Union (New South Wales Branch), Electrical Trades Union of Australia, New South Wales Branch, The Australian Workers' Union, New South Wales .

**New/Variation:** Replaces EA03/213.

**Approval and Commencement Date:** Approved 23 March 2006 and commenced 11 March 2006.

**Description of Employees:** The agreement applies to all employees employed by Transfield Services (Australia) Pty Limited, Level 12, 201 Kent Street, Sydney NSW 2000, who are engaged on maintenance services and/or miscellaneous work at the Caltex Refinery located at Solander Street, Kurnell NSW 2231, who fall within the coverage of the following awards: Electrical, Electronic and Communications Contracting Industry (State) Award, Metal, Engineering and Associated Industries (State) Award and the Building and Construction Industry (State) Award. This agreement does not include Managerial, Supervisory, Administrative Staff and General Warehouse Staff employees.

**Nominal Term:** 35 Months.

**EA06/253 - Penford Australia Lane Cove Enterprise Agreement 2005**

**Made Between:** Penford Australia Limited -&- the Automotive, Food, Metals, Engineering, Printing and Kindred Industries Union, New South Wales Branch, National Union of Workers, New South Wales Branch, The Australian Workers' Union, New South Wales .

**New/Variation:** Replaces EA04/225.

**Approval and Commencement Date:** Approved 16 March 2006 and commenced 1 December 2005.

**Description of Employees:** The agreement applies all employees of Penford Australia Limited located at 170 Epping Road, Lane Cove NSW 2066, who are engaged upon production, warehousing, distribution and maintenance functions, who fall within the Starch Manufacturers, &c. (State) Award, the Metal, Engineering and Associated Industries (State) Award and the Electricians &c. (State) Award.

**Nominal Term:** 24 Months.

**EA06/254 - Country Energy Personal Assistants Enterprise Agreement 2005**

**Made Between:** Country Energy -&- the New South Wales Local Government, Clerical, Administrative, Energy, Airlines & Utilities Union.

**New/Variation:** New.

**Approval and Commencement Date:** Approved 16 February 2006 and commenced 1 July 2005.

**Description of Employees:** The agreement applies to all employees employed by Country Energy located at 30 Morisset Street, Queanbeyan NSW 2620, who are engaged as Personal Assistants to Country Energy's Executive Group consisting of Group General Managers, Regional General Manager and General Managers, who fall within the coverage of the Country Energy Enterprise Award 2005.

**Nominal Term:** 36 Months.

**EA06/255 - Boral Country Drivers Enterprise Agreement 2005**

**Made Between:** Boral Resources (Country) Pty Ltd -&- the Transport Workers' Union of New South Wales.

**New/Variation:** Replaces EA05/13.

**Approval and Commencement Date:** Approved 24 March 2006 and commenced 10 October 2005.

**Description of Employees:** The agreement applies to all employees employed by Boral Resources Country Pty Ltd., located at Clunies Ross Street, Prospect NSW 2148, who are engaged as drivers at its Northern, Western, Hunter and Southern Concrete Plants & Quarries in New South Wales, who fall within the coverage of the Boral Resources (Country) Pty Ltd Transport Industry (State) Award.

**Nominal Term:** 36 Months.

**EA06/256 - Boral Country Quarry Operators Enterprise Agreement 2005**

**Made Between:** Boral Resources (NSW) Pty Limited t/as Boral Concrete and Quarries -&- The Australian Workers' Union, New South Wales .

**New/Variation:** Replaces EA04/281.

**Approval and Commencement Date:** Approved and commenced 24 March 2006.

**Description of Employees:** The agreement applies to all employees employed by Boral Resources Country Pty Ltd trading as Boral Country Concrete and Quarries, who are engaged as quarry operators at its Northern, Western, Hunter and Southern Concrete Plants and Quarries in NSW, who fall within the coverage of the Boral Resources (Country) Pty Limited Quarrying Industry (State) Award.

**Nominal Term:** 36 Months.

**EA06/257 - F H Prager - New South Wales - National Union of Workers Comprehensive Enterprise Agreement 2006**

**Made Between:** F H Prager -&- the National Union of Workers, New South Wales Branch.

**New/Variation:** New.

**Approval and Commencement Date:** Approved 17 March 2006 and commenced 1 February 2006.

**Description of Employees:** The agreement applies to all employees employed by .F H. Prager, located at 73C Elizabeth Street, Wetherill Park NSW 2164, who fall within the coverage of the Storemen and Packers, General (State) Award.

**Nominal Term:** 36 Months.

**EA06/258 - Downer Engineering Power Pty Ltd Sydney Construction Enterprise Agreement 2005-2008**

**Made Between:** Downer Engineering Power Pty Ltd -&- the Electrical Trades Union of Australia, New South Wales Branch.

**New/Variation:** New.

**Approval and Commencement Date:** Approved and commenced 17 March 2006.

**Description of Employees:** The agreement applies to all employees employed by Downer Engineering Power Pty Ltd., located at 480 Victoria Road, Gladesville NSW 2500, who are engaged upon construction work within the County of Cumberland, who fall within the coverage of the Electrical, Electronic and Communications Contracting Industry (State) Award.

**Nominal Term:** 36 Months.

**EA06/259 - SembCorp Logistics (Australia) Pty Ltd Agreement 2006**

**Made Between:** SembCorp Logistics (Australia) Pty Ltd -&- the National Union of Workers, New South Wales Branch.

**New/Variation:** Replaces EA03/46.

**Approval and Commencement Date:** Approved 16 March 2006 and commenced 1 January 2006.

**Description of Employees:** The agreement applies to all stores/warehouse employees employed by SembCorp Logistics (Australia) Pty Ltd., located at 7 Hill Road, Homebush Bay NSW 2127, who fall within the coverage of the Storemen and Packers, General (State) Award.

**Nominal Term:** 36 Months.

**EA06/260 - South Coast Equipment Pty Limited Workshop Division Certified Agreement 2006**

**Made Between:** South Coast Equipment Pty Limited -&- the Automotive, Food, Metals, Engineering, Printing and Kindred Industries Union, New South Wales Branch.

**New/Variation:** Replaces EA03/227.

**Approval and Commencement Date:** Approved 31 March 2006 and commenced 21 March 2006.

**Description of Employees:** The agreement applies to all employees employed by South Coast Equipment Pty Limited located at Masters Road, Mount St Thomas NSW 2500, engaged as maintenance workers, trades assistants, storemen, fitters, mechanics and panel beaters, who fall within the coverage of the Metal, Engineering and Associated Industries (State) Award.

**Nominal Term:** 36 Months.

**EA06/261 - Star Track Express Enterprise Bargaining Agreement 2006-2009**

**Made Between:** Star Track Express Pty Ltd -&- the Transport Workers' Union of New South Wales.

**New/Variation:** Replaces EA05/276.

**Approval and Commencement Date:** Approved and commenced 23 March 2006.

**Description of Employees:** The agreement applies to all employees employed by Star Track Express Pty Ltd, at the following locations: Unit 3, 1-3 Burrows Rd, St Peters NSW 2044; 51 Sargents Rd, Minchinbury NSW 2770; 32, Sargents Road, Minchinbury NSW 2770; 234 North Street, Albury NSW 2640; 35A Lawson Crescent, Coffs Harbour NSW 2450; 9, Aluminium Close, Edgeworth NSW 2285; Cnr. Leewood Drive & Hawthorn Place, Leewood Industrial Estate, Orange NSW 2880; 1, Acacia Avenue, Port Macquarie NSW; Lot 2, 112 Plain Street, Tamworth NSW 2340; 25, Reliance Drive, Tuggerah Business Park, Tuggerah NSW 2259; 4, Rabaul Place, Wagga Wagga NSW 2650; 29-31 Waverley Drive, Unanderra NSW 2526; and and other facilities in New South Wales established by Star Track Express during the life of the agreement, who are covered by the classifications referred to in Annexure B of this agreement and any other employee engaged in or in connection with transport or distribution, who fall within the coverage of the Transport Industry (State) Award.

**Nominal Term:** 36 Months.

**EA06/262 - Marrickville Council Cleaning Services Enterprise Agreement 2006**

**Made Between:** Marrickville Council -&- the New South Wales Local Government, Clerical, Administrative, Energy, Airlines & Utilities Union.

**New/Variation:** New.

**Approval and Commencement Date:** Approved 5 April 2006 and commenced 25 March 2006.

**Description of Employees:** The agreement applies to all employees employed by Marrickville Council located at 2-14 Fisher Street, Petersham NSW 2049, who are engaged in the Council's cleaning service except those involved in cleaning childcare centres, the Tom Foster Centre and park toilet facilities, who fall within the coverage of the Local Government (State) Award 2004.

**Nominal Term:** 24 Months.

**EA06/263 - Safetymen Traffic Control Pty Ltd Enterprise Agreement 2004-2006**

**Made Between:** Safetymen Traffic Control Pty Ltd -&- The Australian Workers' Union, New South Wales .

**New/Variation:** New.

**Approval and Commencement Date:** Approved 25 October 2004 and commenced 11 August 2004.

**Description of Employees:** The agreement applies to all employees employed by Safetymen Traffic Control Pty Ltd., located at 2 James Street, Punchbowl NSW 2196, who are engaged in or in connection with traffic control in NSW, who fall within the coverage of the General Construction and Maintenance, Civil and Mechanical Engineering, &c. (State) Award.

**Nominal Term:** 24 Months.

**EA06/264 - Boral Batch Plant Operators Enterprise Agreement 2005**

**Made Between:** Boral Resources (Country) Pty Ltd -&- The Australian Workers' Union, New South Wales .

**New/Variation:** Replaces EA04/282.

**Approval and Commencement Date:** Approved and commenced 24 March 2006.

**Description of Employees:** The agreement applies to all employees employed by Boral Resources Country Pty Ltd trading as Boral Country Concrete and Quarries, who are engaged as batch plant operators at its Northern, Western, Hunter and Southern Concrete Plants & Quarries, who fall within the coverage of the Boral Resources (Country) Pty Limited Concrete Batching Industry (State) Award.

**Nominal Term:** 36 Months.