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INDUSTRIAL GAZETTE

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PRINCIPALS (COUNTRY AND REGIONAL DIOCESES) (STATE) AWARD 2006

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

Application by New South Wales Independent Education Union, Industrial Organisation of Employees.

(No. IRC 1633 of 2006)

Before The Honourable Justice Schmidt

23 March 2006

AWARD

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PART A

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	(b) Principal
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2. Definitions

For the purpose of this award:

- (a) "Part-Time Principal" shall mean a principal who is employed to work regularly, but for less than a full school week.
- (b) "Principal" means a person appointed as such in a Catholic Systemic School conducted by a Diocese.
- (c) "Diocese" means one of the Dioceses of Armidale, Bathurst, Lismore, Maitland-Newcastle, Wagga Wagga, Wilcannia-Forbes or Wollongong as appropriate.
- (d) "Service Date" means the usual commencement date of employment at a school for principals who are to commence teaching on the first day of the first term.
- (e) "Statement of Service" means a statement from an employer on official letterhead that contains a start date, termination date and whether any leave without pay was taken.

3. Terms of Engagement

3.1 Letter of Appointment

The employer shall provide a principal on appointment with a letter stating, inter alia, the rate of salary as at appointment and an outline of superannuation benefits available.

3.2 Selection and Appointment Procedures

Normally the position of Principal (except where the position is filled temporarily by the Assistant Principal) will be appropriately advertised and appointments will be made following a selection process. Such appointments will be made on the basis of merit and suitability in accordance with documented diocesan selection process and appointment procedures.

3.3 Part-Time Principal

- (a) The terms of this award shall apply pro rata to a part-time principal on the basis of the principal's full-time equivalent (FTE).
- (b) For the purpose of this subclause, FTE is defined as the proportion which the number of days, or part thereof, worked by a part-time principal bears to the number of days a full-time principal is required to work per week.

3.4 Principal Skill Development

- (a) Support for Beginning Principals - A principal in his or her first year as a principal shall be afforded Diocesan support in adjusting to the new role and demands of principalship. The principal will participate in such procedures as are afforded.

This process shall be determined by the employer in consultation with the principal to assist the principal's professional development in that role which shall be reviewed regularly throughout the year.

The employer may provide a written statement to the principal, not later than four weeks before the end of the school year, outlining the principal's progress and development.

- (b) A principal may request and be given from time to time by the employer appropriate documentation as evidence of the principal's professional development and experience. These documents may, if the principal wishes, form a portfolio which shall remain the property of the principal.
- (c) Where the employer considers that a problem exists in relation to the principal's performance, the employer shall not use any agreed skill development process in substitution for, or as an alternative to, in whole or in part, procedures which apply to the handling of such problems.

3.5 Employer Direction

An employer may direct a principal to carry out such duties as are within the limits of the principal's skill, competence and/or training.

3.6 Statement of Service

Upon the termination of service of a principal, the employer shall provide a statement of service.

4. Salaries and Related Matters

4.1 Minimum Annual Salary

- (a) The minimum annual salary payable to principals shall be set out in Table 1 - Principals Salary Schedule of Part B - Monetary Rates provided that the rates shown for principals of primary schools with enrolment bands of 1-100 shall only apply to principals in the Dioceses of Bathurst, Lismore and Wilcannia-Forbes. Table 1A - Principals of Small Primary Schools Diocese of Wagga Wagga shall apply to Principals of such schools with enrolments of 100 children or less. Fortnightly salaries shall be ascertained by dividing the annual salaries by 365/14 with the answer rounded to two decimal points.
- (b) This paragraph applies in circumstances where the enrolment at a school varies, such that the Principal is in a different enrolment band for the purpose of salary payable pursuant to paragraph (a) of this sub-clause and Table 1 - Salaries of Part B - Monetary Rates.

If the enrolment of a school at the August census date increases such that a different enrolment band is applicable, then the salary of the Principal shall increase from the beginning of the following school year.

If the enrolment of a school increases at the February census date such that a different enrolment band is applicable and such increase is maintained in the August census date, then the salary of the Principal shall be increased from the beginning of that school year.

If the enrolment of a school decreases at a census date such that a lower enrolment band is applicable, the salary of the Principal shall be nevertheless maintained at the higher band until the end of the current contract of the Principal. Where the contract of the Principal is subsequently renewed at the same school, the salary of the Principal for the subsequent contract shall be

determined in accordance with the documented diocesan policy (such salary being not less than the applicable salary pursuant to paragraph (a) of this sub-clause).

4.2 Payment of Salary

- (a) The salary payable to a principal, pursuant to this clause shall, be paid fortnightly.
- (b) The salary payable to a principal, pursuant to this clause, shall be payable at the election of the employer by either cash, cheque or Electronic Funds Transfer into an account nominated by the employee.

4.3 Travelling Expenses

- (a) Where a principal is required to provide transport in connection with the principal's employment, other than for journeys between home and place of employment, the principal shall be paid the allowance per kilometre of travel as set out in Table 2 - Other rates of Pay and Allowances, of "Part B - Monetary Rates". In the case of the Diocese of Lismore refer to Annexure B of this award. Provided that in relation to the Dioceses of Armidale, Bathurst, Wagga Wagga and Wilcannia-Forbes the applicable allowance per kilometre of travel shall be that which applies to teachers in the particular Diocese.
- (b) Travelling and other out-of-pocket expenses reasonably incurred by a principal in the course of duties required by the employer shall be reimbursed by the employer.

4.4 Overpayment

Where an employer becomes aware that payments have been made over or under entitlements the principal shall be notified and the parties shall attempt to reach agreement on the money due or to be recovered. If the parties are unable to reach agreement, either party may have recourse to the Disputes Procedure.

4.5 Annual Remuneration

- (a) Notwithstanding subclause 4.1 of this clause, a principal may elect to receive his or her annual remuneration as a combination of salary (payable fortnightly) and benefits payable by the employer. The sum total of such salary, benefits, Fringe Benefits Tax and any employer administrative charge will equal the appropriate salary prescribed in the said subclause 4.1.
- (b) The employer will determine the range of benefits available to the principal and the principal may determine the mix and level of benefits as provided in paragraph (a) of this subclause.
- (c) Any other payment calculated by reference to the principal's salary and payable either:
 - (i) during employment; or
 - (ii) on termination of employment; or
 - (iii) on death

shall be at the rate of pay as set out in the relevant table.

5. Annual Adjustment of Salary

5.1 In Lieu of the *Annual Holidays Act 1944*

This clause will apply:

- (a) in lieu of the corresponding provisions of the *Annual Holidays Act 1944*; and

- (b) notwithstanding any other provisions of this award.

5.2 Application of this Clause

The provisions of this clause shall apply as set out in the relevant sub-clauses where:

- (a) a principal commences employment after the school service date; or
- (b) a principal takes approved leave without pay or unpaid parental leave for a period which (in total) exceeds 20 pupil days in any year.

5.3 Calculation of Payments

A payment made pursuant to this clause shall be calculated in accordance with the following formula:

$$\text{Step 1} \quad \frac{A \times B}{C} = D$$

$$\text{Step 2} \quad D - E = F$$

$$\text{Step 3} \quad \frac{F \times G}{2} = H$$

where:

- A = The number of term weeks worked by the principal since the school service date
 B = The number of non-term weeks in the school year
 C = The number of term weeks in the school year
 D = Result in weeks
 E = The number of non-term weeks worked by the principal since the school service date
 F = Result in weeks
 G = The principal's current fortnightly salary
 H = Amount Due

5.4 Principals Who Commence Employment after the School Service Date

- (a) A principal who commences employment after the school service date shall be paid from the date the principal commences provided that, at the end of Term IV, the principal shall be paid an amount calculated pursuant to sub-clause 5.3 of this clause and shall receive no other salary until his or her return to work in the following school year.
- (b) In each succeeding year of employment, the anniversary of appointment of the principal for the purposes of this clause shall be deemed to be the school service date.

5.5 Principals Who Take Approved Leave Without Pay or Parental Leave

Where a principal takes leave without pay or unpaid parental leave with the approval of the employer for a period which (in total) exceeds 20 pupil days in any year, the principal shall be paid salary calculated in accordance with this clause as follows:

- (a) If the leave commences and concludes in the same school year payment shall be calculated and made at the conclusion of Term IV of that school year.
- (b) If the leave is to conclude in a school year following the school year in which the leave commenced:
- (i) at the commencement of the leave a payment shall be calculated and made in respect of the school year in which the leave commences; and

- (ii) at the end of Term IV in the school year in which the leave concludes a payment shall be calculated and made in respect of that school year.
- (c) Where a principal who has received a payment pursuant to paragraph (b) of this sub-clause returns from leave in the same year rather than the next school year as anticipated, then the principal shall be paid at the conclusion of Term IV as follows:
 - (i) by applying the formula in sub-clause 5.3 as if no payment had been made to the principal at the commencement of leave;
 - (ii) by deducting from that amount the amount earlier paid to the principal.

5.6 Payment not Less than under *Annual Holidays Act 1944*

Notwithstanding the provisions of paragraph (a) of subclause 5.1 of this clause, a principal shall not, pursuant to this clause, be paid an amount in respect of a year of employment which is less than the amount to which the principal would otherwise be entitled under the provisions of the *Annual Holidays Act 1944* in respect of a year of employment.

6. Annual Holiday Loading

6.1 Subject to sub-clause 6.6 of this clause, where a principal is given and takes his or her annual holiday commencing at the beginning of the school summer vacation each year he or she shall be paid an annual holiday loading calculated in accordance with this clause.

6.2 The loading shall be payable in addition to the pay payable to the principal for the period of the school vacation.

6.3 The loading shall be calculated:

In relation to such period of a principal's annual holiday as is equal to the period of annual holiday to which the principal is entitled for the time being under the *Annual Holidays Act 1944*,

- (a) at the end of each year of his or her employment or, where relevant,
- (b) the period of annual leave calculated under subclause 6.6.

6.4 The loading shall be the amount payable for the period specified in subclause 6.3 or 6.6 of this clause at the rate of 17½ per cent of the weekly equivalent of the principal's annual salary.

6.5 For the purposes of this clause, "salary" shall mean the salary payable to the principal at 1 December of the year in which the loading is payable.

Provided that, where subclause 6.6 of this clause applies, "salary" shall mean the salary payable immediately prior to the payment made to the principal pursuant to clause 5 Annual Adjustment of Salary or Clause 13 Termination.

6.6 Where a principal receives a payment pursuant to subclause 5.3 or Clause 13 Termination of this award, including the case where a principal's employment is terminated during the school year for a reason other than misconduct, he or she shall be entitled to be paid for that part of such fraction of the annual holiday loading he or she would be entitled to for the full school year as is equal to the fraction which the number of school weeks worked by him or her in that year bears to the number of school weeks he or she would be normally required by the employer to work in a full school year.

7. Sick Leave

7.1 Entitlement

Any full-time principal shall be entitled to paid sick leave in respect of any absence on account of illness or injury and subject to the following conditions and limitations:

- (a) In respect of each year of service with an employer, the period of sick leave shall, subject to subclause 7.2 of this clause, not exceed in any year of service 25 working days on full pay.
- (b) A principal shall not be entitled to paid sick leave for any period in respect of which such principal is entitled to workers' compensation.
- (c) A principal shall not be entitled to paid sick leave unless he or she notifies the Regional Director of the school (or such other person deputised by the Director) prior to the commencement of the first organised activity at the school on any day, of the nature of the illness and of the estimated duration of the absence; provided that paid sick leave shall be available if the principal took all reasonable steps to notify the Regional Director or was unable to take such steps.
- (d) The sick leave entitlement of a part-time principal shall be in that proportion which the number of days, or part thereof, worked by a part-time principal bear to the number of days a full-time principal is required to work per week.

7.2 Accumulation

Sick leave shall accumulate from year to year as follows:

- (a) Untaken sick leave in any year of service with an employer shall be accumulated, provided that a principal shall only be entitled to the sick leave accumulated in respect of the 6 years of continuous service immediately preceding the current year of service and the maximum accumulation shall not exceed 150 days on full pay.
- (b) Sick leave which accrues to a principal at the commencement of a year of service pursuant to subclause 7.1 of this clause shall be taken prior to the taking of any sick leave which the principal has accumulated in accordance with this subclause.

7.3 Evidence of Sickness

- (a) In each year, with the exception of the first two days absence due to illness, a principal shall, upon request, provide a medical certificate addressed to the employer or, if the employer requires, to a medical practitioner nominated by the employer.
- (b) Where a principal has taken frequent single days of sick leave, or taken extended sick leave such that the employer requires additional information in relation to the principal's sickness, then the employer may take action in accordance with this subclause.
 - (i) The employer may arrange a meeting in order to clarify the position with the principal. The employer shall invite the principal to respond verbally to the issues raised by the employer. If the principal is a union member then the principal may seek union advice and assistance.
 - (ii) After consideration of the principal's response the employer may:
 - (A) require further evidence of illness; and/or
 - (B) request the principal to obtain a second opinion from another doctor at the employer's cost; and/or
 - (C) request a more detailed estimation of the likely length of the absence; and/or

- (D) require the principal to obtain a medical report (at the employer's cost) in relation to the likely period of absence; and/or.
 - (E) discuss with the principal any other action.
- (iii) The principal may, if a member of the union, request that this matter be discussed at any stage between the union and the employer.
 - (iv) The parties agree to meet to review the operation of this subclause after the award has been in place for twelve months, if either party to the award so requests.

7.4 Portability

- (a) A principal who was previously employed with another Catholic Diocesan employer or Catholic Independent School as a full-time, part-time or temporary employee and is employed with or in a Diocese on or after 3 February 1997, shall be entitled to portability of sick leave in accordance with this subclause.
- (b) Untaken sick leave which has accumulated in accordance with subclauses 7.2 and 7.3 of this clause since 29 January 1996 shall be credited to the principal as his/her accumulated sick leave on their commencement of their employment with or in a Diocese.
- (c) For a principal to be eligible for portability of sick leave under this clause, the principal must satisfy the following criteria:
 - (1) The principal has commenced employment with the Diocese within six months or two terms, whichever is the greater, of the principal's employment terminating with the other Catholic Diocesan employer or Catholic Independent School.
 - (2) The former Catholic Diocesan employer or Catholic Independent School will provide to each principal on the principal's termination of employment, a completed version of the form set out in Annexure A of this award and the principal will provide the original completed form to the new Catholic Diocesan employer within four school weeks of the commencement of employment.
- (d) For the purposes of this subclause "Catholic Diocesan employer" shall mean the Archdioceses of Sydney and Canberra/Goulburn, the Dioceses of Broken Bay, Parramatta, Armidale, Bathurst, Lismore, Maitland / Newcastle, Wagga Wagga (and the Trustees of the Diocese of Wagga Wagga), Wilcannia/Forbes and Wollongong; and "Catholic Independent School" means an employer respondent to the Teachers (Catholic Independent Schools) (State) Award 2004 published on 18 March 2005 at 349 IG 395 (as varied from time to time) or any award replacing such award.
- (e) Notwithstanding paragraphs (a) and (b) of this subclause, the maximum sick leave portable between Catholic Diocesan employers or Catholic Independent Schools shall be 150 days and the sick leave in any one year pursuant to paragraph (a) of subclause 7.1 of this clause shall not exceed 25 days (with one or more employers).

8. Catholic Personal/Carer's Leave

8.1 Use of Sick Leave to Provide Care and Support for a Family Member

- (a) A principal other than a casual principal, with responsibilities in relation to a class of person set out in subparagraph (ii) of paragraph (c) who needs the principal's care and support, shall be entitled to use, in any year, in accordance with this subclause, 10 days of current and 30 days of accrued sick leave entitlement provided for at Clause 7 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 principal shall, if required,
 - (i) establish either by production of a medical certificate or statutory declaration, the illness of the person concerned and that the illness is such as to require care by another person, or
 - (ii) establish by production of documentation acceptable to the employer or a statutory declaration, the nature of the emergency and that such emergency resulted in the person concerned requiring care by the principal.

In normal circumstances, a principal must not take carer's leave under this subclause where another person had 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 principal being responsible for the care of the person concerned; and
 - (ii) the family member being a parent, step-parent, spouse, grandchild, sibling, grandparent, child, step-child, foster child, adopted child and foster parent of the principal or spouse.

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 principal shall discuss appropriate arrangements which, as far as practicable, take account of the employer's and principal's requirements.

Where the parties are unable to reach agreement the disputes procedure at Clause 16 should be followed.

8.2 Use of Sick Leave for a Pressing Domestic Necessity

- (a) Subject to paragraph (c), for the purposes of this clause "pressing domestic necessity" means any reason at the discretion of the employer, provided that such discretion is not unreasonably withheld and is exercised so as not to contravene any applicable provisions of the *Anti-Discrimination Act 1977*.
- (b) A principal, other than a casual principal, with sick leave credits may apply to utilise such credits up to five of any current or accrued sick leave entitlement days in any one year of the principal's service, for any pressing domestic necessity other than to care for or support a person defined in subparagraph 8.1(c)(ii).
- (c) Where a principal, other than a casual principal, is not entitled to utilise sick leave credits pursuant to paragraph 8.1(a) he or she may access 10 days current and 30 days accrued sick leave for any pressing domestic necessity where the principal is responsible for the care or support of a person not referred to in subparagraph 8.1(c)(ii).
- (d) The yearly entitlement for the purpose of pressing domestic necessity in paragraph 8.2(b) is non-cumulative.
- (e) If required, a principal shall provide a written statement or other evidence supporting the application for Personal/Carer's Leave for the purpose of pressing domestic necessity.

8.3 Notification of Intention to Take Leave

In relation to sub-clauses 8.1 and 8.2, wherever practicable, a principal shall give the employer notice prior to the absence of the intention to take leave. The principal shall also provide the name of the person requiring care, that person's relationship to the principal, the nature of any pressing domestic necessity, the reasons for taking such leave and the estimated length of absence. If it is not practicable for the principal to give prior notice of absence, the principal shall notify the employer by telephone of such absence at the first opportunity on the day of absence.

8.4 Unpaid Leave for Family Purpose

A principal may elect, with the consent of the employer to take unpaid leave for the purpose of providing care and support to a person referred to in subparagraph 8.1(c)(ii) or paragraph 8.2(c) who is ill or who requires care due to an unexpected emergency.

8.5 Entitlement for Casual Principals

- (a) Subject to the requirements in subclause 8.3 and paragraph 8.1(b), casual principals are entitled to not be available to attend work, or to leave work if they need to care for a person prescribed in subclause 8.1 (c) (ii) or 8.2(c) of this clause who is sick and requires care and support, or who requires care due to an unexpected emergency, or the birth of a child.
- (b) The employer and the principal shall agree on the period for which the principal will be entitled to not be available to attend work. In the absence of agreement, the principal is entitled to not be available to attend work for up to 48 hours (i.e. two days) per occasion. The casual principal is not entitled to any payment for the period of non-attendance.
- (c) An employer must not fail to re-engage a casual principal because the principal accessed the entitlements provided for in this clause. The rights of an employer to engage or not to engage a casual principal are otherwise not affected.

9. Parental Leave

9.1 Maternity Leave

- (a) A principal who applies for maternity leave under Part 4 of Chapter 2 of the *Industrial Relations Act 1996* and:
 - (i) is granted maternity leave for a period of fourteen weeks or longer by the employer; and
 - (ii) the date of birth is on or after 30 January 2006 shall be entitled to maternity leave in accordance with this sub-clause.
- (b) The maternity leave shall be paid for fourteen weeks at the rate of salary the principal would have received, if the principal had not taken maternity leave. (If the period of maternity leave granted to the principal is for less than fourteen weeks then the period of paid maternity leave shall be for such lesser period). This period shall be inclusive of non term periods falling within the fourteen weeks, other than where a principal works up until the last day of a term in which case the maternity leave shall be deemed to commence from the first day of the following school term. For the purpose of this paragraph, non-term periods shall not include the first four weeks of the school summer vacation period.
- (c) The principal may elect to be paid during the period of paid leave in paragraph (b) of this sub-clause either in accordance with the usual employer payment schedule or as a lump sum payment in advance.
- (d) Where a principal applies for a lump sum payment in advance under paragraph (c) of this sub-clause, the principal shall give the employer at least one month's notice of intention.
- (e) If a principal has commenced paid maternity leave and subsequently the principal's pregnancy results in a miscarriage or a still birth, the principal shall be entitled to retain payment in accordance with this clause equivalent to salary for the period of maternity leave taken by the principal.
- (f) Paid maternity leave shall commence no earlier than one term prior to the expected date of birth.
- (g) The employer may deduct payment for any absence of the principal (to which the principal, but for this clause, would have been entitled under clause 7, Sick Leave) in the period four calendar

weeks prior to the expected date of birth from the payment of paid maternity leave to which the principal is entitled pursuant to this subclause.

- (h) Non term weeks within the period of paid maternity leave shall be deemed to be non term weeks worked by the principal for the purpose of clause 5, Annual Adjustment of Salary and clause 13, Termination.
- (i) A principal on paid maternity leave in accordance with this clause will not be employed as a casual employee by the employer during such paid leave.
- (j) Where a principal gives birth to a child whilst on unpaid leave (other than maternity leave in relation to the birth of the same child) the principal will be entitled to maternity leave in accordance with Part 4 of Chapter 2 of the Industrial Relations Act 1996. However, the principal will not be entitled to an additional fourteen weeks payment in accordance with paragraph (b) of this sub-clause.
- (k) Except as varied by this provision, Part 4 of Chapter 2 of the Industrial Relations Act 1996 shall apply.

Notation

- (i) The employers are of the view that maternity leave should preferably commence on the day following the last teaching day of a term and conclude on the day preceding the first teaching day of a term.
- (ii) In order to facilitate the desirable practice referred to in paragraph (i) of this notation, the employers are prepared to extend the time of maternity leave beyond that maximum entitlement prescribed by the said Act should the principal agree to return from maternity leave at the commencement of the term immediately following the maximum period of leave required to be afforded by that Act.
- (iii) Transitional Arrangements - The provisions of the preceding award relating to paid maternity leave shall apply to a principal whose baby is born on or after 1 January 2006 and before 30 January 2006.

9.2 Adoption Leave

- (a) A principal who applies for adoption leave under Part 4 of Chapter 2 of the *Industrial Relations Act* 1996 and is granted such leave by the employer in accordance with these provisions, shall be entitled to payment of adoption leave under the same (or comparable) conditions as those set out in this clause in relation to paid maternity leave. Provided further that adoption leave shall only be payable in respect of one adopting parent of a child.
- (b) A principal shall be entitled to one day's leave with pay for the purpose of adopting any child provided that he or she is not also entitled to payment of adoption leave pursuant to paragraph (a) of this sub-clause.

9.3 Paternity Leave

- (a) A principal shall be entitled to one day's leave with pay on the date of his wife's confinement or on the day on which his wife leaves hospital following her confinement.
- (b) In addition to the entitlement in paragraph 9.3(a), a principal shall be entitled, subject to this sub-clause, to take paternity leave in one continuous period not exceeding two weeks. Such leave shall be deducted from, and shall not exceed, the principal's entitlement to Catholic Personal/Carer's Leave pursuant to clause 8 of this award.
- (c) The principal shall be entitled to take such paternity leave in the four weeks before the date or expected date of the birth of the child and not later than four weeks after the birth of the child, provided that the employer may, in exceptional circumstances, request the principal to take leave at a time outside the period specified in this paragraph. If the principal chooses to agree to the

employer's request, such agreement shall be recorded in writing. Where the principal does not agree, the leave shall be taken in accordance with this paragraph.

- (d) The entitlement to paternity leave in paragraphs 9.3(a) and (b) is inclusive of, and not in addition to, the principal's entitlement to take unpaid paternity leave in accordance with the *Industrial Relations Act, 1996*.
- (e) The principal must, at least 4 weeks before proceeding on leave pursuant to paragraph 9.3(b) above, give written notice of the dates on which he proposes to start and end the period of leave. The proposed dates may be varied by further written notice, subject to the provisions of paragraph 9.3(c) above.

9.4 Prior Service with Another Catholic Diocesan Employer or Catholic Independent School

For the purpose of eligibility for maternity leave and adoption leave pursuant to this clause, a principal who is not eligible for such leave because he or she has less than twelve months continuous service as required pursuant to Section 57 of the Industrial Relations Act, shall nevertheless be deemed to have completed twelve months continuous service with the current employer if immediately prior to commencement of service with the current employer, he or she had twelve months continuous service with another Catholic Diocesan Employer or Catholic Independent School.

"Catholic Diocesan Employer" and "Catholic Independent School" shall have the same meaning as in sub-clause 7.4(d) of this award.

9.5 Casual Principals

An employer must not fail to re-engage a regular casual principal (see section 53(2) of the *Industrial Relations Act 1996* (NSW)) because:

- (a) the principal or principal's spouse is pregnant; or
- (b) the principal is or has been immediately absent on parental leave.

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

9.6 Right to Request

- (a) A principal entitled to parental leave may request the employer to allow the principal:
 - (i) to extend the period of simultaneous unpaid parental leave up to a maximum of eight weeks;
 - (ii) to extend the period of unpaid parental leave for a further continuous period of leave not exceeding 12 months;
 - (iii) to return from a period of parental leave on a part-time basis until the child reaches school age;to assist the principal in reconciling work and parental responsibilities.
- (b) The employer shall consider the request having regard to the principal's circumstances and, provided the request is genuinely based on the principal's parental responsibilities, may only refuse the request on reasonable grounds related to the effect on the workplace or the employer's business. Such grounds might include cost, lack of adequate replacement staff, loss of efficiency and the impact on customer service.

- (c) Principal's request and the employer's decision to be in writing

The principal's request and the employer's decision made under subparagraphs (a) (ii) and (iii) of this subclause must be recorded in writing.

- (d) Request to Return to Work Part-Time

Where a principal wishes to make a request under subparagraph (a) (iii), such a request must be made as soon as possible before the date upon which the employee is due to return to work from parental leave.

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

10. Long Service Leave

10.1 Applicability of *Long Service Leave Act 1955*

Except in so far as expressly varied by the provisions of this clause, the provisions of the said Act, shall apply to principals employed under this award.

10.2 Accrual of Leave from 30 January 2006

The amount of long service leave which a principal shall accrue in respect of service performed on and from 30 January 2006 shall be:

- (a) In the case of a principal who has completed:
- (i) less than ten years service, in respect of full-time service a principal shall accrue 6.5 days per year of service; and
 - (ii) ten or more years of service, in respect of full-time service a principal shall accrue 10 days per year of service.
- (b) A principal shall be entitled to accrue leave in respect of part-time service as set out in paragraph (a) of this subclause on a pro rata basis according to his or her FTE (as defined in paragraph (c) of this subclause).
- (c) For the purposes of this clause the "FTE" is defined as the proportion which the number of days, or part thereof, worked by a part-time principal bear to the number of days a full-time principal is

required to work per week. (NB that this formula is the same as that which is utilised in subclause 3.3 of this award).

- (d) A principal shall accrue leave in accordance with this subclause together with leave accrued before 30 January 2006 pursuant to subclause 10.3.

10.3 Calculation of Accrual as at 29 January 2006

- (a) A principal whose employment commenced prior to 30 January 2006 will have accrued long service leave as at 29 January 2006 in accordance with previous award and legislative provisions.

A summary of the accrual rates pursuant to these provisions is set out below:

Calculation of Entitlement

Prior to 31 July 1985	.866 weeks per year.
1 August 1985 to 30 January 1995	1.05 weeks per year up to 10 years of service. 1.5 weeks per year after 10 years of service.
31 January 1995 to 31 January 2001	1.3 weeks per year up to 10 years of service. 1.9 weeks per year, after 10 years of service.
1 February 2001 to 29 January 2006	1.3 weeks per year up to 10 years of service. 2 weeks per year after 10 years of service.

Note: Diocese of Wagga Wagga - Primary Schools

Notwithstanding the other provisions of this subclause, in the period from 1 January 1995 until 27 January, 1998 the long service leave entitlement of principals employed in the Diocese of Wagga Wagga was as set out in the Enterprise Agreement Principals Employed by the Catholic Education Office, Diocese of Wagga Wagga (EA 516/94). This Agreement provided for 13 weeks of long service leave in the first 10 years of service and then 2 weeks for each year of service after 10 qualifying years of service

- (b) It is the intention of the parties that on and from 30 January 2006 long service leave accrual will reflect the differing patterns of work of principals within Catholic schools, whose teaching load changes from full-time to part-time and/or vice versa during their working career. To that end on 29 January 2006, all existing accruals will be converted from weeks to working days.
- (c) The following formula will be used to calculate the number of days of long service leave that a principal is entitled to as at 29 January 2006:
- (i) all full-time principals, as at 29 January 2006, will have their weeks of accrued long service leave converted to days on the basis of 1 week of accrued leave equals 5 days of accrued leave;
 - (ii) all part-time principals, as at 29 January 2006, will have their weeks of accrued long service leave converted to days by averaging the FTE (as defined in accordance with paragraph (c) of subclause 10.2 of this clause) of the last 5 years of eligible service, comparing it with the current FTE (i.e. as at 29 January 2006) and using the higher figure for conversion to days.

10.4 Entitlement to Long Service Leave and Payment on Termination

- (a) A principal shall be entitled to take long service leave accrued in accordance with subclauses 10.2 and 10.3 of this clause on the completion of ten years service with an employer and on the completion of each additional seven years service thereafter.
- (b) In the case of a principal who has completed at least 5 years service with an employer and the service of the principal is terminated or ceases for any reason, such principal shall be paid their

accrued long service leave calculated in accordance with subclause 10.2 and subclause 10.3 of this clause.

10.5 Conditions of Taking Leave

- (a) It is the intention of the parties that the number of days of long service leave accrued by the principal can be taken at the principal's current FTE when the long service leave is taken.

For example, a principal works full-time for their first ten years of employment and then reduces to 2.5 days per week (0.5 FTE) for the next five years of their employment. The principal would accrue 65 days of long service leave for their first ten years of service and then 25 days of long service leave over their next five years of service, a total of 90 days long service leave. If the principal works 2.5 days per week (0.5 FTE) at the time they commence leave, the principal would be entitled to take their 90 days of long service leave over 36 weeks.

- (b) Where a principal has become entitled to long service leave in respect of the principal's service with an employer, the employer shall give to the principal and the principal shall take the leave as soon as practicable, having regard to the needs of the employer, provided always that unless the employer otherwise agrees, the principal shall give not less than two school terms notice of the principal's wish to take leave, and further provided that the employer shall give the principal not less than two school terms notice of any requirement that such leave be taken.
- (c) A principal may request and be granted up to one weeks leave without pay to be taken in addition to long service leave such that the total period of leave comprises one or more complete school terms.
- (d) Long Service leave will be exclusive of pupil vacation periods adjacent to or within the period of leave. Provided however that in the case only of a principal who wishes to take a short block of long service leave immediately before or immediately after a pupil vacation period but not in accordance with sub-clause 10.10 (Long Service Leave in Short Blocks) nor in accordance with other diocesan policy on long service leave then the employer may impose that the leave is inclusive of the pupil vacation period adjacent to or within the period of leave.
- (e) Where a principal is entitled to an amount of long service leave which is in excess of a school term the principal may elect not to take that part of the long service leave which is in excess of a term (the deferred leave), until such time as the principal accumulates further entitlements which when taken together with the deferred leave enables long service leave to be taken for a whole term.

10.6 Public Holidays and Long Service Leave

A period of long service leave will be exclusive of a public holiday falling within it.

Notation: A contrary provision applied under previous awards in place from 1 January 1985 until 7 December 2000.

10.7 Service

The service of a principal with an employer shall be deemed continuous notwithstanding the service has been interrupted by reason of the principal taking approved leave without pay (including unpaid leave in accordance with clause 9, Parental Leave), but the period during which the service is so interrupted shall not be taken into account in calculating the period of service.

10.8 Payment in Lieu of Long Service Leave

- (a) Where a principal takes long service leave for an entire school term, the principal and the employer may agree that, in addition to the long service leave, the principal be paid an amount in lieu of any additional long service leave accumulated by the principal, prior to the commencement of the long service leave.

- (b) The maximum payment in lieu of long service leave in paragraph (a) of this subclause, which can be made by the employer, is a payment equivalent to five weeks' salary in lieu of the long service leave.
- (c) Any payment in paragraph (b) of this subclause will be paid by the employer upon the commencement of the principal's long service leave.
- (d) Where a payment in lieu of long service leave is paid by the employer in accordance with this subclause, a principal's entitlements to long service leave will be reduced by the extent of such payment.

10.9 Long Service Leave and Leave Without Pay

Where a principal takes long service leave for an entire school term and the principal wishes to take the following school term as leave without pay, the employer will ordinarily consent to such arrangement where the principal has had five years continuous service with that employer. However such leave without pay will ordinarily be approved for terms in the same year.

10.10 Long Service Leave in Short Blocks

An employer may permit a principal to take long service leave in short blocks (of less than a full term) provided that

- (a) professional obligations are taken into account
- (b) the minimum period of leave is four weeks
- (c) the leave is not taken during the first term
- (d) the leave is granted for one period only within a given school year
- (e) the period of leave is taken within a single term

11. Other Leave

11.1 Bereavement Leave

- (a) A principal shall, on the death of a spouse, father, mother, father-in-law, mother-in-law, grandparent, brother, sister, child, stepchild or grandchild of the principal be entitled to paid leave up to and including the day of the funeral of such relative. Such leave shall not exceed three school days. A principal may be required to provide the employer with satisfactory evidence of such death.
- (b) Where a principal takes bereavement leave in accordance with paragraph (a) of this subclause, an employer in their absolute discretion may grant the principal additional leave as leave without pay or leave with pay.
- (c) Where a principal requests leave to attend a funeral of a person not specified in paragraph (a), the employer in their absolute discretion may grant the principal leave as leave without pay or bereavement leave with pay.
- (d) Where an employer grants a principal leave with pay in accordance with paragraphs (b) or (c), such leave will be deducted from the principal's entitlement to sick leave in accordance with clause 7, Sick Leave.
- (e) Bereavement Leave shall be available to the principal in respect to the death of a person in relation to whom the principal could have utilised Personal/Carer's Leave in clause 8, provided that for the purpose of Bereavement Leave, the principal need not have been responsible for the care of the person concerned.

- (f) Bereavement Leave may be taken in conjunction with other leave available under subclause 8.4 of Clause 8, Catholic Personal/ Carer's Leave or equivalent. In determining such a request the employer will give consideration to the circumstances of the principal and the reasonable operational requirements of the business.
- (g) Bereavement Entitlement for Casual Principals
- (i) Casual principals are entitled to not be available to attend work, or to leave work upon the death in Australia of a person in relation to whom the principal could have utilised Catholic Personal/ Carer's Leave in sub-clause 8.5, provided that for the purpose of this bereavement entitlement, the casual principal need not have been responsible for the care of the person concerned. A casual principal must notify the employer as soon as practicable of the intention to access this entitlement and may be required to provide the employer with satisfactory evidence of such death.
- (ii) The employer and the principal shall agree on the period for which the principal will be entitled to not be available to attend work. In the absence of agreement, the principal is entitled to not be available to attend work for up to 48 hours (i.e. two days) per occasion. The casual principal is not entitled to any payment for the period of non-attendance
- (iii) An employer must not fail to re-engage a casual principal because the principal accessed the entitlements provided for in this clause. The rights of an employer to engage or not engage a casual principal are otherwise not affected.

11.2 Military Reserve Leave

A principal who is a member of the Australian Military Reserve or other Australian military forces shall be granted leave without pay for the purpose of attending any compulsory camp or posting.

11.3 Examination Study Leave

Any principal, who for the purposes of furthering his or her principal training, enrolls in any course at a recognised higher education institution, shall be granted:

- (a) leave with pay on the day of any examination required in the course;
- (b) leave without pay for the purpose of attending any compulsory residential school which is part of such course.

11.4 Jury Service

- (a) A principal required to attend for jury service during ordinary working hours shall be provided with paid leave for this purpose. The principal shall be required to reimburse to the employer any monies payable to the principal for such attendance (excluding reimbursement of expenses) which required the principal's absence from school.
- (b) The principal shall notify the employer as soon as possible of the date upon which he or she is required to attend for jury service. The principal shall provide to the employer a copy of the summons to attend jury duty and a record of payments received as proof of attendance.

11.5 Short Community Service

Where a principal's involvement in a community service activity has been approved by the employer after consideration of the needs of the school, a principal shall be entitled to paid leave of not more than five days in any school year (unless agreed with the employer) for emergency leave for service to the community. Examples of purposes for which such leave may be granted include to work in the State Emergency Service or Volunteer Fire Brigade.

11.6 Overseas Volunteer Programs

- (a) A principal shall be entitled to leave without pay to work in a recognised overseas volunteer program in accordance with this sub-clause. Such leave shall normally be granted for one year but may be granted for up to two years if required by the relevant volunteer program and agreed by the employer.
- (b) A principal is eligible for leave after completion of five years continuous service with the employer. An application for leave shall be accompanied by evidence of approval to work in the scheme and the proposed period of leave.
- (c) Such leave without pay shall not count as service with the employer for the purpose of long service leave.

12. Continuity of Service

The service of a principal with an employer shall be deemed to be continuous for all purposes, notwithstanding that part of the period of service with the employer was as a teacher, principal, consultant, or in a similar position, and part as a principal.

13. Termination

13.1 Period of Notice

The employment of any principal shall not be terminated without at least ten school term weeks notice on either side, or the payment of, or forfeiture of, ten weeks' salary in lieu of notice. Provided that such ten weeks' notice shall expire within the school term during which it is given and shall expire either:

- (a) at the end of the said school term; or
- (b) at least two weeks before the end of the said school term.

13.2 Summary Dismissal

The foregoing shall not affect the right of the employer to dismiss summarily any principal for incompetence, misrepresentation, neglect of duty or other misconduct.

13.3 Payment on Termination

A full-time principal shall be entitled on termination of employment to a payment calculated in accordance with this clause which will apply:

- (a) in lieu of the corresponding provisions of the *Annual Holidays Act 1944*; and
- (b) notwithstanding any other provisions in this award.

13.4 Calculation of Payments

A payment made pursuant to this clause shall be calculated in accordance with the following formula:

$$\text{Step 1} \quad \frac{A \times B}{C} = D$$

$$\text{Step 2} \quad D - E = F$$

$$\text{Step 3} \quad \frac{F \times G}{2} = H$$

where:

- A = The number of term weeks worked by the principal since the school service date
- B = The number of non-term weeks in the school year
- C = The number of term weeks in the school year
- D = Result in weeks
- E = The number of non-term weeks worked by the principal since the school service date
- F = Result in weeks
- G = The principal's current fortnightly salary
- H = Amount Due

13.5 Statement of Service

Refer to sub-clause 3.6 of Clause 3 Terms of Engagement.

14. Anti-Discrimination

- (a) It is the intention of the parties bound by this award to seek to achieve the object in Section 3(f) of the *Industrial Relations Act 1996* to prevent and eliminate discrimination in the workplace. This includes discrimination on the grounds of race, sex, marital status, disability, homosexuality, transgender identity, age and responsibilities as a carer.
- (b) It follows that in fulfilling their obligations under the dispute resolution procedure prescribed in this award the parties have obligations to ensure that the operation of the provision 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 of operation, has a direct or indirect discriminatory effect.
- (c) Under the *Anti-Discrimination Act 1977*, it is unlawful to victimise an employee who has made or may make or has been involved in a complaint of unlawful discrimination or harassment.
- (d) Nothing in this clause is to be taken to effect:
 - (i) any conduct or act which is specifically exempted from anti-discrimination legislation;
 - (ii) any act or practice of a body established to propagate religion which is exempted under section 56(d) of the *Anti-Discrimination Act 1977*;
 - (iii) a party to this award from pursuing matters of unlawful discrimination.
- (e) This clause does not create legal rights or obligations in addition to those imposed upon the parties by the legislation referred to in this clause.
 - (i) Employers and employees may also be subject to Commonwealth Anti-Discrimination legislation.
 - (ii) Section 56(d) of the *Anti-Discrimination Act 1977* provides:

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

15. Fair Procedures for Investigating Allegations of Reportable Conduct and Exempt Allegations Pursuant to the Ombudsman Act 1974

15.1 Definitions

For the purpose of this clause:

"Child" means a person under the age of 18 years.

"Reportable Conduct" as defined in the *Ombudsman Act 1974* means:

- (a) Any sexual offence, or sexual misconduct, committed against, with or in the presence of a child (including a child pornography offence), or
- (b) Any assault, ill treatment or neglect of a child, or
- (c) any behaviour that causes psychological harm to a child,

whether or not, in any case, with the consent of the child.

"Exempt Allegation" means an allegation to which one or more of the exemptions to reportable conduct pursuant to the *Ombudsman Act 1974* applies. These exemptions are:

- (a) conduct that is reasonable for the purpose of the discipline, management or care of children, having regard to the age, maturity, health or other characteristics of the children and to any relevant codes of conduct or professional standards, or
- (b) the use of physical force that, in all the circumstances, is trivial and negligible, but only if the matter is to be investigated and the result of the investigation recorded under workplace employment procedures, or
- (c) conduct of a class or kind exempted from being reportable conduct by the Ombudsman under section 25CA of the *Ombudsman Act 1974*.

"Reportable allegation" means an allegation of reportable conduct against an employee or an allegation of misconduct that may involve reportable conduct.

15.2 Natural Justice to Employees in Dealing with Reportable Allegations and Exempt Allegations

An employee, against whom a reportable allegation or an exempt allegation has been made in the course of employment, is to be informed by his or her employer (or the person delegated by his or her employer to do so) of the reportable allegation or exempt allegation made against them and be given:

- (a) an opportunity to respond to the reportable allegation or exempt allegation; and
- (b) sufficient information to enable them to respond to the matters alleged against him/her. He or she must be given full details unless the Police or other government agency involved in the investigation of the matters alleged against the employee, have otherwise directed the employer not to do so.

Where an interview is required, the employee shall be advised in advance of the general purpose of any interview relevant to the reportable allegation or exempt allegation the names and positions of persons who will be attending the interview; the right to be advised of an entitlement to be accompanied by a person of the employee's choice (a witness), and sufficient notice of the proposed meeting time to allow such witness to attend. Such witness may be a union representative.

15.3 Access to Files

- (a) Such employee is to be informed by his or her employer of the location of any files that the employer holds relating to the employee, concerning a reportable allegation or an exempt allegation made against the employee.
- (b) The employee may, subject to giving reasonable notice, have the right to inspect such files held by the employer.
- (c) The employer may restrict or withhold access to any such file, or part of a file, where the employer has reason to believe that the provision of access would either;
 - (i) compromise or put at risk the welfare or safety of a child who is the alleged victim or subject of the reportable allegation or exempt allegation, or
 - (ii) contravene any statutory provision, or guideline or policy directive of an government authority or agency, in relation to the reporting or investigation, including police criminal investigation, of any reportable allegation or exempt allegations, or
 - (iii) prevent the employer from conducting or completing the investigation or reporting of the details of a reportable allegation or an exempt allegation against an employee, in compliance with any statutory deadline.

15.4 Additional Documentation from Employee

- (a) An employee against whom a reportable allegation or an exempt allegation has been made may submit to his or her employer documentation, in response to the matters alleged against him or her.
- (b) The employer must place such documentation on the file held by the employer concerning the reportable allegation or exempt allegation made against the employee.

15.5 Confidentiality of Documents and Files

- (a) The employer must implement procedures to safeguard the confidentiality of any file held by the employer concerning any reportable allegation or exempt allegations made against an employee.

16. Disputes Procedure

The objective of these procedures is the avoidance or resolution of industrial disputation, arising under this agreement, by measures based on consultation, co-operation and negotiation.

- 16.1 Without prejudice to other party, the parties shall ensure the continuation of work in accordance with this award and custom and practice in the schools of the employer.
- 16.2 The principal shall discuss the matter with the Director or his/her nominee.
- 16.3 If the matter is not resolved, the principal may take this matter to the union who will discuss the matter with the Director or his/her nominee.
- 16.4 If the matter remains unresolved, it shall be referred to the General Secretary of the union or his or her nominee and the senior official or his or her nominee of the Catholic Education Office (or Catholic Schools Office) of the relevant Diocese for discussion and appropriate action. The senior official may request assistance from the Catholic Commission for Employment Relations.
- 16.5 If this matter cannot be resolved at this level it may be referred to the Industrial Relations Commission.
- 16.6 Nothing contained in this procedure shall prevent the General Secretary of the union or his or her nominee or the nominee of the employer from entering into negotiations at any level, either at the

request of a member or on his or her own initiative, in respect of matters in dispute should such action be considered conducive to achieving resolution of the dispute.

17. No Extra Claims

- 17.1 It is a term of this award that the union will not make or pursue any extra award claims for improvements in wages or other terms and conditions of employment until 31 December 2008.
- 17.2 The parties agree that the wage increases provided for in this award are in lieu of any improvements in wages provided for under any decision of the Industrial Relations Commission of New South Wales (including any State Wage Case decision) handed down prior to or during the nominal term of this award and until 31 December 2005 and no claim can be made for such increases.

18. Superannuation

- 18.1 The subject of the superannuation contributions is dealt with extensively by legislation including the *Superannuation Guarantee (Administration) Act 1992*, the *Superannuation Guarantee Charge Act 1992*, the *Superannuation Industry (Supervision) Act 1993* and the *Superannuation (Resolution of Complaints) Act 1993*. The legislation, as varied from time to time, governs the superannuation rights and obligations of the parties.
- 18.2 Subject to the requirements of the legislation set out in subclause 18.1, superannuation contributions may be made to:
- (a) Non Government Schools Superannuation Fund and the Catholic Superannuation and Retirement Fund; or
 - (b) any other complying fund approved by the employer.
- 18.3 In addition to any other requirements pursuant to the legislation set out in sub-clause 18.1 of this clause, the employer shall also make superannuation contributions on behalf of the principal in relation to payments made pursuant to clause 5 and clause 13.3 of this award, at the rate applicable under the legislation in respect of payments for ordinary time earnings.

19. Area, Incidence and Duration

- 19.1 This award rescinds and replaces the Principals (Country and Regional Dioceses) (State) Award 2004 published 18 March 2005 (349 I.G. 466) as varied.
- 19.2 It shall apply to all principals employed in any recognised Catholic school or special school registered under the provisions of the *Education Act 1990* and operated by one of the Dioceses of Armidale, Bathurst, Lismore, Maitland-Newcastle, Wagga Wagga, Wilcannia-Forbes or Wollongong and the principal of Catholic High School, Griffith.
- 19.3 This award shall take effect from 1 January 2006 and remain in force until 31 December 2008.

PART B**MONETARY RATES****Table 1 - Wage Rates****PRINCIPALS SALARY SCHEDULE**

Enrolment date previous year's census date	Gross Salary per annum from the first full pay period on or after 1 January 2006 \$ (4%)	Gross Salary per annum from the first full pay period on or after 1 January 2007 \$ (4%)	Gross Salary per annum from the first full pay period on or after 1 January 2008 \$ (4%)
PRIMARY			
0-100*	93,894	97,650	101,556
101-250	100,184	104,191	108,359
251-400	103,723	107,872	112,187
401-600	108,318	112,651	117,157
601-800	112,466	116,965	121,644
801+	118,649	123,395	128,331
SECONDARY			
1-300	108,572	112,915	117,432
301-600	115,181	119,788	124,580
601-900	121,512	126,372	131,427
901-1200	124,740	129,730	134,919
1201+	129,942	135,140	140,546
CENTRAL			
1-300	107,034	111,315	115,768
301-600	113,548	118,090	122,814
601-900	119,789	124,581	129,564
901-1200	122,973	127,892	133,008
1201+	128,102	133,226	138,555

Notes:

* This enrolment band applies in the Dioceses of Bathurst, Lismore and Wilcannia Forbes only; in the case of principals employed in schools within enrolment below 100 in the Diocese of Wagga Wagga see Table 1A below.

Table 1A - Wage Rates Principals Of Small Primary Schools Diocese Of Wagga Wagga

Enrolment	Gross Salary per annum from the first full pay period on or after 1 January 2006 \$ (4%)	Gross Salary per annum from the first full pay period on or after 1 January 2007 \$ (4%)	Gross Salary per annum from the first full pay period on or after 1 January 2008 \$ (4%)
0-50	91,623	95,288	99,100
51-100	95,288	99,100	103,064

Table 2 - Other Rates Of Pay And Allowances

Clause	Description	Allowance from the first full pay period on or after 1 January 2006
4.3	Own Car Allowance	60 cents per kilometre

ANNEXURE A

PORTABILITY

Part to be completed by principal:

Name of Principal:

Name of Former Catholic Diocesan Employer: _____

I, _____ was formerly employed by _____ as a
 (Name of Principal) (Name of former Catholic Diocese)

_____ (teacher/principal)

from _____ to _____ I commenced as a _____ with the Diocese on
 (date) (date) (teacher/principal)

_____ (Date)
 (date)

 Signature

 Date

Part to be completed by former Catholic Diocesan Employer:

_____ was employed by the Diocese as a _____ and ceased
 (Name of principal) (teacher/principal)

work on _____
 Date

_____ (date) At that time, untaken sick leave with our Diocese over the proceeding

_____ years of continuous service is as follows:
 (date)

SET OUT RECORD

e.g. Last year of employment

Year 2 accumulation	Sick Days
Year 3 accumulation	Sick Days
Year 4 accumulation	Sick Days
Year 5 accumulation	Sick Days
Year 6 accumulation	Sick Days

 Diocesan Officer

 Date

ANNEXURE B**DIOCESE OF LISMORE**

The provisions of this Annexure shall apply and relate only to the Diocese of Lismore

CONTENTS

1. Philosophical Statement
2. Travelling Expenses
3. Study Leave
4. Flexibility in School Day

1. Philosophical Statement

The central tenet of Diocesan practice is the recognition of the importance of the Parish. Local faith communities generally mediate the Church to most people.

Therefore Diocesan Policy encourages Parish ownership of and responsibility for pastoral endeavours. This especially applies to the schools of the Diocese. The role of the Diocesan Education Board and the Director of Catholic Schools is to enable and support the local school in achieving its objectives in partnership with Parish authorities, in particular the clergy.

The Lismore Diocesan Schools System is unique in New South Wales and probably throughout Australia in its emphasis on the principle of subsidiarity and the decentralisation of decision making.

2. Travelling Expenses

Where the use of an employee's own vehicle is required in connection with employment, other than for journeys between home and place of employment, the principal shall be paid an allowance of 44c per kilometre.

3. Study Leave

In the Diocese of Lismore the following Clause will apply in addition to the provisions of Clause 11.3(b) of the Award.

A Principal who is undertaking a course of study relevant to the teaching profession shall be entitled to three days paid leave per year to attend compulsory residential schools associated with the course. The teacher must make application supported by documentation to the Principal.

4. Flexibility in School Day

4.1 The parties are committed to the principle of flexibility in the timing and length of the school day to meet changing curriculum requirements and student needs.

4.2 A process of consultation and communication with teachers, parents and students should be carried out before change is introduced.

M. SCHMIDT J.

(661)

SERIAL C4667

TEACHERS (CATHOLIC INDEPENDENT SCHOOLS) (STATE) AWARD 2006

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

Application by New South Wales Independent Education Union, Industrial Organisation of Employees.

(No. IRC 6384 of 2005)

Before The Honourable Justice Wright, President

22 March 2006

AWARD

PART A

1. Arrangement

Clause No.	Subject Matter
1.	Arrangement
2.	Definitions
3.	Terms of Engagement
4.	Salaries and Related Matters
5.	Promotion Positions
6.	Teacher-Librarians
7.	Annual Adjustment of Salary
8.	Annual Holiday Loading
9.	Union Members and Representative
10.	Sick Leave
11.	Catholic Personal/Carer's Leave
12.	Parental Leave
13.	Long Service Leave
14.	Renewal Leave
15.	Other Leave
16.	Termination
17.	Occupational Superannuation (Contribution by Employer)
18.	Anti-Discrimination
19.	Fair Procedures for Investigating Allegations of Reportable Conduct and Exempt Allegations Pursuant to the Ombudsman Act, 1974
20.	Suspension
21.	Disputes Procedure
22.	No Extra Claims
23.	Area, Incidence and Duration

PART B

MONETARY RATES

Table 1A - Annual Salary

Table 1B - Annual Salary

Table 1C - Annual Salary

Table 1D - Annual Salary

Table 2A - Co-ordinator and Assistant Principal Allowances

Table 2B - Co-ordinator and Assistant Principal Allowances

Table 2C -Co-ordinator and Assistant Principal Allowances
 Table 2D (i) - Co-ordinator and Assistant Principal Allowances

Table 2D (ii) - Salary for Assistant Principals at Oakhill College, Castle Hill and Our Lady of Lebanon, Harris Park

Table 3 - Other Rates

Annexure A - Teacher Classifications and Teacher-Librarians
 Annexure B - Portability of Sick Leave

2. Definitions

For the purpose of this award:

- (a) "Teacher" means a person employed as such to assist the Principal in the work of the school.
- (b) "Full-Time Teacher" means any teacher other than a casual or part-time teacher.
- (c) "Part-Time Teacher" means a teacher who is engaged to work regularly, but for less than a full school week and not more than 0.8 of the normal hours which a full-time teacher at the school is required to teach. A part-time teacher may work more than 0.8 of the normal full-time load where an agreement has been reached by the parties. Such agreement shall be recorded in writing and signed by the teacher and representative of the employer. Any additional terms of the agreement (such as the length of the term of the agreement and the scheduling of the time that the teacher is not required to teach) shall be included.
- (d) "Casual Teacher" means a teacher engaged as such by an employer. A casual teacher will not normally be employed for a period greater than four school weeks for each engagement.
- (e) "Temporary Teacher" means a teacher employed to work full-time or part-time for a specified period, which is greater than four school weeks. A teacher may be employed as a Temporary Teacher in the following circumstances:
 - (i) where a teacher is employed to replace a teacher on leave or secondment.
 - (ii) where a school's staffing is to be reduced in the following year overall or in a department (in a secondary school). This may include but is not limited to circumstances such as declining enrolments or school amalgamations.
 - (iii) where a teacher is employed on a specific programme not funded by the employer, or a new programme or initiative funded by the employer which is not of an on-going nature.
 - (iv) where a teacher resigns during a school year and the usual employer practice is that such positions are filled on a temporary basis.
 - (v) where an ongoing position has not been able to be filled using normal selection criteria and the teacher has been informed of this in writing prior to the appointment.

Applicants must be advised in writing prior to accepting a position that it is temporary, the expected length of the appointment and the reason why it is temporary, such reason being one of the reasons specified above.

In the case of paragraph (i), the appointment may be for the whole of the period of leave or secondment of the teacher. In the case of paragraphs (ii) and (iii), the appointment may be for a period of up to two full school years. The employer, the union and the teacher may agree to extend the temporary period of appointment beyond two years. The union shall not withhold its consent unreasonably.

In the case of paragraph (iv) the appointment may be for not longer than the end of the school year in which the appointment occurs.

In the case of paragraph (v) the appointment may be for a period of up to one full school year.

The parties recognise that a temporary teacher may be appointed to a series of different temporary positions either within the school or at another school of the employer immediately following the cessation of a prior temporary appointment.

- (f) "Graduate" means a teacher who holds a degree from a recognised higher education institution.
- (g) "Equivalent Qualifications or Equivalent Course" means qualifications or a course, as the case may be, which is specified by Annexure A of this award as being equivalent to a particular qualification or course prescribed by this award, which the employer and teacher agree as being equivalent to the qualification or course prescribed by the clause in question in this award or which the Industrial Relations Commission of NSW determines as being so equivalent.
- (h) "Recognised School" means a school registered under the provisions of the *Education Act* 1990 or any registered special school within the meaning of that Act or school for children with disabilities.
- (i) "Recognised Higher Education Institution" means an Australian university recognised by the relevant Australian tertiary education authority from time to time or a former College of Advanced Education recognised by the Tertiary Education Commission.
- (j) "Degree" means a course of study at a recognised higher education institution of at least three years full-time duration or its part-time equivalent.
- (k) "Graduate Diploma" means a course of study at a recognised higher education institution of at least one year's full-time duration or its part-time equivalent.
- (l) "Teacher Not Otherwise Classified" means a teacher who is not Two, Three, Four or Five Years Trained nor Conditionally Classified Two, Three or Four Years Trained.
- (m) "Two Years Trained Teacher" means:
 - (i) A teacher who has satisfactorily completed a two years full-time course in teacher education at a recognised higher education institution; or
 - (ii) A teacher who has acquired other equivalent qualifications (as defined in paragraph (g) above).
- (n) "Three Years Trained Teacher" means:
 - (i) A teacher who has satisfactorily completed a three years full-time course in teacher education at a recognised higher education institution; or
 - (ii) A teacher who has acquired other equivalent qualifications (as defined in paragraph (g) above).
- (o) "Four Years Trained Teacher" means:
 - (i) A teacher who is a graduate in Education (four years full-time course); or
 - (ii) A teacher who is a graduate who in addition has satisfactorily completed at least a one year's full-time course in teacher education which contains units relating to teaching theory and practice at a recognised higher education institution; or
 - (iii) A teacher who in addition to satisfying the requirements for classification as a Three Years Trained Teacher, has been awarded a Graduate Diploma at a recognised higher education institution; or

- (iv) A teacher who has acquired other equivalent qualifications (as defined in paragraph (g) above).
- (p) "Five Years Trained Teacher" means:
 - (i) A teacher who has satisfactorily completed a degree requiring a minimum of four years' full-time study from a recognised higher education institution and who, in addition, has satisfactorily completed a one year's full-time course in teacher education which contains units relating to teaching theory and practice; or
 - (ii) A Four Years Trained Teacher who, in addition, has satisfactorily completed either a Masters or Doctorate degree from a recognised higher education institution; or
 - (iii) A teacher who has obtained other equivalent qualifications.
- (q) "Conditionally Classified Two Years or Three Years Trained Teacher" means; a teacher who has attempted all of the requirements for the course of teacher education but has not yet satisfied the requirements to be granted the qualification. The classification "Conditionally Classified Two Years Trained Teacher" shall only apply to persons classified as such and who were employed on or before 29 January 2006.
- (r) "Conditionally Classified Four Years Trained Teacher" means a teacher who is a graduate other than a graduate to whom subclause (o) of this clause applies.
- (s) "Teacher-Librarian" means a teacher appointed as such.
- (t) "Senior Teacher 1" means a teacher classified as such. In the case of List D employers (except Mt. St. Benedict School, Pennant Hills; St. Augustine's College, Brookvale; St Gregory's College Campbelltown; and St. Scholastica's College, Glebe) such classification shall have been prior to the introduction of this award.
- (u) "Primary Department" means that section or division of a school which provides a primary education (including infants) and includes a school which provides a primary education only.
- (v) "Secondary Department" means that section or division of a school which is not a primary department and includes a school which provides a secondary education only.
- (w) "Assistant Principal" means a teacher appointed as such, who assists the Principal in his/her responsibility for the conduct and organisation of the school.
- (x) Positions of Special Responsibility:
 - (i) "Co-ordinator 1" means a teacher appointed as such with duties as determined by the employer or as set out in the relevant employer enterprise agreement.
 - (ii) "Co-ordinator 2" means a teacher appointed as such with duties as determined by the employer or as set out in the relevant employer enterprise agreement.
 - (iii) "Co-ordinator 3" means a teacher appointed as such with duties as determined by the employer or as set out in the relevant employer enterprise agreement.
 - (iv) "Senior Teacher 2" means a teacher appointed as such with duties as determined by the employer or as defined in the relevant employer enterprise agreement.
- (y) "Union" means the New South Wales Independent Education Union.

- (z) "Employer" means an employer covered by this award pursuant to subclause 23.2, Area, Incidence and Duration, of the award.
- (aa) "Employing Authority" means an employer bound by either this award, the Teachers (Archdiocese of Sydney and Dioceses of Broken Bay and Parramatta) (State) Award 2004 published on 18th March 2005 at [349IG], the Teachers (Country and Regional Dioceses) (State) Award 2004 published on 17th December 2004 at [347IG] or the Teachers (Independent Schools) (State) Award 2004 published 17th June 2005 at [351 IG875] or any award or agreement replacing such awards.
- (bb) "Service Date" means the usual commencement date of employment at a school for teachers who are to commence teaching on the first day of the first term.
- (cc) "Statement of Service" " means a statement from an employer on official letterhead that contains a start date, termination date, whether service was full-time, part-time or casual, whether any paid promotions positions were held and whether any leave without pay was taken.

3. Terms of Engagement

3.1 Letter of Appointment

The employer shall provide a teacher (other than a casual teacher), on appointment, with a letter stating inter alia the classification and rate of salary as at appointment, the normal teaching load that will be required and an outline of superannuation benefits available to teachers at the school.

3.2 Selection and Appointment Procedures.

Normally, teaching positions except temporary positions of up to one term's duration and casual positions will be appropriately advertised and appointments will be made following a selection process. Such appointments will be made on the basis of merit and suitability in accordance with documented employer selection process and appointment procedures.

3.3 Normal Duties

The normal duties of teachers shall include playground duties, sports duties, and usual co-curricular or extra-curricular activities and, in relation to teachers appointed to residential positions, the usual residential and other duties as required.

3.4 Meal Break

A teacher shall be entitled to a minimum of 30 consecutive minutes as a meal break during which period a teacher shall not be required to hold meetings, supervise, teach or coach sport, team games, cultural or academic activities.

3.5 Teacher Skill Development

- (a) Induction - A teacher in his or her first year of experience shall participate in an induction process of one year's duration, provided that in certain circumstances the teacher and the employer may agree that the teacher should participate in the induction process for a further year.

The induction process shall be determined by the employer or the Principal in consultation with the teacher to assist the teacher's professional development, which shall be reviewed regularly throughout the year.

The employer may provide a written statement to the teacher not later than four weeks before the end of the school year outlining the teacher's progress and development.

- (b) A teacher may request and be given from time to time by the employer or the Principal appropriate documentation as evidence of the teacher's professional development and experience. These documents may, if the teacher wishes, form a portfolio which shall remain the property of the teacher.
- (c) Where the employer considers that a problem exists in relation to the teacher's performance the employer shall not use any agreed teacher development process in substitution for, or as alternative to, in whole or in part, procedures which apply to the handling of such problems.
- (d) A teacher returning to teaching after an absence of five or more years shall be offered support through an induction process as provided for in paragraph (a) of this subclause with appropriate modification and shall be expected to participate as appropriate.
- 3.6 An employer may direct a teacher to carry out such duties as are within the limits of the teacher's skill, competence and/or training.
- 3.7 Upon the termination of service of a teacher (other than a casual teacher), the employer shall provide a statement of service.
- 3.8 Upon request, a casual teacher shall be supplied with a statement setting out the number of days of duty undertaken by the casual teacher during the period of the engagement, provided such request is made during or on termination of the casual engagement.

4. Salaries and Related Matters

4.1 Salaries Payable

- (a) The minimum annual rate of salary payable to full-time teachers in schools shall be in accordance with the relevant table of Part B, Monetary Rates as set out below. Fortnightly salaries shall be ascertained by multiplying the annual salary by 14 and dividing by 365 with the answer rounded to two decimal points.

Employer	Relevant Table of Part B, Monetary Rates
List A St Clare's College, Waverley	Table 1A - Annual Salary Table 2A - Coordinator and Assistant Principal Allowances
List B Brigidine College, St Ives Our Lady of Mercy College, Parramatta Santa Sabina College, Strathfield	Table 1B - Annual Salary Table 2B - Coordinator and Assistant Principal Allowances
List C (Schools operated by the Trustees of the Christian Brothers) Christian Brothers High School, Lewisham Edmund Rice College, Wollongong St Dominic's College, Penrith St Edmund's School, Wahroonga St Edward's College, East Gosford St Gabriel's School for Hearing Impaired Children, Castle Hill St Patrick's College, Strathfield St Pius X College, Chatswood Waverley College, Waverley	Table 1C - Annual Salary Table 2C - Coordinator and Assistant Principal Allowances
List D Berne Education Centre, Lewisham Boys' Town, Engadine	Table 1D - Annual Salary Table 2D(i) - Coordinator and Assistant

Holy Saviour School, Greenacre	Principal Allowances
Mater Dei Mt St Benedict College, Pennant Hills Mt St Joseph Milperra Oakhill College, Castle Hill Our Lady of Lebanon College, Harris Park Red Bend Catholic College, Forbes St. Augustine's College, Brookvale St Charbel's College, Punchbowl St Gregory's Armenian College, Rouse Hill St Gregory's College, Campbelltown St Joseph's College, Hunters Hill St Lucy's School, Wahroonga St Maroun's College, Dulwich Hill St Patrick's College, Campbelltown St Paul's International College, Moss Vale St Scholastica's College, Glebe Trinity Catholic College, Lismore	Table 2D(ii) - Salary for Assistant Principals at Oakhill College, Castle Hill and Our Lady of Lebanon College, Harris Park

(b) Five Years Trained Teacher

A Five Years Trained Teacher shall commence on Step 6 and progress according to years of service to Step 13.

(c) Four Years Trained Teacher

A Four Years Trained Teacher shall commence on Step 5 and progress according to years of service to Step 13.

(d) Three Years Trained Teacher

(i) A Three Years Trained Teacher shall commence on step 3 and progress according to years of service to step 13.

(ii) A Three Years Trained Teacher shall include a teacher deemed as such immediately prior to 17 August 1990;

(iii) A Three Years Trained Teacher on Steps 3 to 8, who by further study completes the equivalent of one year of full-time study of a degree course, shall have his or her salary advanced one increment with retention of normal incremental date and shall thereafter progress in accordance with normal years of service to Step 13 of the scale.

(e) Two Years Trained Teacher

(i) A Two Years Trained Teacher shall commence on step 2 and progress according to years of service to step 13, subject to satisfying the requirements of sub-paragraph (ii) of this paragraph.

(ii) A Two Years Trained Teacher who has completed at least one year on Step 9 and who has completed 120 hours of professional development outside of school hours and pupil-free days over a period of five years prior to the teacher's application for progression may apply for progression to Step 10 and thereafter progress to Step 13 after completion of one year's service on each of Step 10, Step 11 and Step 12. The progression may be awarded by an employing authority in accordance with sub-clause 4.7 of this clause.

(iii) A Two Years Trained Teacher who by further study satisfactorily completes the equivalent of one year of full-time study of a degree course, shall be deemed a Three Years Trained Teacher and shall be paid an additional increment with retention of incremental date and shall thereafter progress in accordance with normal years of service to Step 13.

(f) Conditionally Classified Two Years Trained Teacher

A Conditionally Classified Two Years Trained Teacher shall commence on Step 2 and progress according to years of service to Step 6; provided that a teacher shall, after 15 years' service, progress to Step 7 and shall thereafter progress according to years of service to Step 9.

(g) Conditionally Classified Three Years Trained Teacher

A Conditionally Classified Three Years Trained Teacher shall commence on Step 3 and progress according to years of service to Step 6; provided that a teacher shall, after 15 years service, progress to Step 7 and shall thereafter progress according to years of service to Step 9.

(h) Conditionally Classified Four Years Trained Teacher

A Conditionally Classified Four Years Trained Teacher shall commence on Step 5 and progress according to years of service to Step 9; provided that a teacher shall, after 15 years service, progress to Step 10 and shall therefore progress according to years of service to Step 13.

(i) Teacher Not Otherwise Classified

A Teacher Not Otherwise Classified shall commence on Step 1 and progress according to years of service to Step 6.

(j) Previous Award Classification

Teachers employed immediately prior to the making of this award shall be deemed to be classified under this award at a level not less than that which applied under the previous award and shall be deemed to have years of service as at the making of this award calculated in accordance with the provisions of the previous award.

4.2 Special Education Teacher Allowance

- (a) Teachers appointed to teach classes of children with a disability shall be paid in addition to the salaries provided for in subclause 4.1 of this clause an allowance as set out in Item 1 of Table 3 - Other Rates, of Part B, Monetary Rates.
- (b) A principal teacher of a school for children with a disability shall be paid, in addition to the salaries provided in the scales and the allowances provided in paragraph (a) of this subclause, a further allowance at the rate as set out in Item 2 of the said Table 3 for each member of staff being supervised; provided that the maximum payment for such further allowance shall be as set out in Item 3 of Table 3.

4.3 Credit For Previous Teaching Service

- (a) For the purpose of calculating credit for previous teaching service, teaching service in recognised schools or in schools certified or registered under the appropriate legislation in other states or territories of the Commonwealth of Australia shall count as follows:
- (i) Any employment as a full-time teacher (including employment as a temporary full-time teacher), shall be counted as service;
- (ii) The amount of service of a part-time teacher (including a temporary part-time teacher) shall be calculated in proportion to the full-time teaching load of a teacher at the school;
- (iii) Service as a casual teacher shall be credited to on the basis that 204 days of casual service are equal to a year of service.

- (b) When calculating previous teaching service one year of service may be deducted for every continuous period of five years' absence from teaching except where the teacher was for most of the period of absence wholly engaged in child-rearing or engaged in other service recognised in accordance with subclause 4.4.

4.4 Credit for Other Service

- (a) Teaching Service and Relevant Industry Experience

Full-time service in a recognised teaching institution other than a recognised school or in a field directly related to teaching which is relevant to the position the teacher is employed in (eg. employment as a musician for a music teacher, employment in a trade for industrial arts) on the basis of one service increment for each year of full-time employment, up to a maximum of four increments.

Exception:

This paragraph does not apply to St Lucy's School, Wahroonga.

- (b) Other Industry Experience

Full-time service at age 21 or more in any paid occupation in commerce, industry or government as deemed directly relevant to employment as a teacher by the employer on the basis of one increment for each three years of service to a maximum of four increments.

Exception:

This paragraph does not apply to St. Lucy's School, Wahroonga.

- (c) Child-Rearing

A teacher who has been primarily engaged in child rearing, shall have such period recognised upon return to teaching on the basis of one increment for each continuous three years of child rearing, to a maximum of four increments.

Provided that accreditation for child rearing shall only be granted on the basis that:

- (i) only one parent will receive the benefit for any particular period of child rearing;
- (ii) full-time child rearing will be regarded as the time before the child attains six years of age or is enrolled in full-time schooling, whichever is the earlier, and
- (iii) paid employment, except as a casual teacher in a New South Wales non-government school or in limited casual employment elsewhere, will be taken to break the continuity of full-time child rearing.

For the purpose of calculating the period of child rearing in this paragraph, parental leave will be included to the extent that the leave occurs after the birth of the child or where prior to the birth of the child the teacher was engaged in child rearing of another of his or her children, the whole period of parental leave will be used when calculating the period of child rearing.

Exception:

This paragraph shall not apply to St. Augustine's College, Brookvale nor St Lucy's School, Wahroonga.

- (d) A teacher shall not be entitled to more than four increments in total from paragraphs (a), (b) and (c) of this subclause.

4.5 Process for Applying for Credit for Service

- (a) Upon application for employment a teacher shall be advised in writing of all types of previous service (including child-rearing, full-time and part-time teaching, casual teaching, industry experience, other teaching outside schools, etc) recognised under this award and of the documentation required to substantiate such previous service.
- (b) An application by a teacher for recognition of previous teaching service or industry experience pursuant to subclauses 4.3 and 4.4 of this clause shall be supported by a statement of service on official letterhead (or similar statement in the case of employment by an employer other than an educational institution) which establishes the period of service to be recognised. An application by a teacher for recognition of a period of child-rearing shall be supported by a statutory declaration establishing the period of child-rearing to be recognised and a copy of the child's birth certificate.
- (c) An application for recognition of previous service (including child-rearing) pursuant to subclauses 4.3 and 4.4 of this clause shall be granted, if successful, from the date the application was received by the employer. However in the case where the application was received within one school term of the date the teacher commenced employment with the employer, the application shall be granted from the date of commencement.

4.6 Progression (Completion of Qualifications)

- (a) The transfer to a higher salary step of a teacher who has completed a course of training which makes the teacher eligible to be so transferred and the further incremental progression of such teacher on the salary scale, shall be effected in accordance with this subclause.
- (b)
 - (i) A teacher seeking such transfer shall make application in writing to the employer and shall attach to such application documentary evidence establishing that the teacher has had or will have conferred on him or her the diploma, degree or equivalent recognition of the completion of the course of training which makes the teacher eligible to transfer;
 - (ii) Where an application is made under subparagraph (i) of this paragraph which establishes that a teacher is eligible to transfer to a higher salary step, such transfer shall take effect:
 - (A) from the beginning of the first pay period to commence on or after the date the teacher undertook the last paper in the final examination in the course of training which creates the eligibility for transfer, or from the beginning of the first pay period to commence on or after the date of completion of formal course requirements, whichever is the later;

provided that the application for transfer is received by the employer no later than the first school day of the school term following the completion of such course of training; or
 - (B) where the application for transfer is not received by the employer within the time specified in (A), from the beginning of the first pay period to commence on or after the date on which the employer receives such application;
 - (iii) A teacher who is transferred to a higher salary step in accordance with this subclause, shall, for the purpose of further incremental progression after such transfer, retain his or her normal salary incremental date.

Provided that if the transfer of the teacher to the higher salary step coincides with the teacher's normal salary incremental date, the increment shall be applied prior to the teacher being transferred to the higher step.

- (c) A teacher who is Two Years Trained, Three Years Trained or Four Years Trained, who completes a course of training which entitles the teacher to be classified as Three Years Trained, Four Years Trained or Five Years Trained, as the case may be, shall progress to the step on the salary scale which shall be determined by the teacher's years of service on the lower classification and the teacher's new qualifications and the teacher shall retain his or her normal incremental salary date.
- (d) A teacher who is Conditionally Classified Two Years Trained, Conditionally Classified Three Years Trained, Conditionally Classified Four Years Trained or Not Otherwise Classified who completes a course of training which entitles the teacher to be classified to a higher classification shall progress to the step on the salary scale which is determined by the teacher's new qualifications and such step as is closest to the teacher's salary prior to progressing and which shall result in an increase in the teacher's salary.

4.7 Senior Teacher 1

- (a) For List A employers, List B employers, List C employers, Mt St Benedict College, Pennant Hills; St Augustine's College, Brookvale; St Gregory's College, Campbelltown; and St Scholastica's College, Glebe:

A Five or Four Years Trained Teacher who has completed twelve months on Step 13 may apply to be classified as a Senior Teacher 1, with salary as set out in the relevant table of Part B, Monetary Rates (as determined by subclause 4.1(a) of this award) pursuant to paragraph (b) of this subclause.

- (b) A teacher referred to in paragraph (a) of this subclause, who, on application, is assessed by the employer as a highly skilled and competent teacher in accordance with the following criteria shall be classified or progress as provided in paragraph (a) of this subclause:
 - (i) Tertiary Study

Courses of study undertaken at an approved tertiary institution; or
 - (ii) In-Service

In-service accredited by the Principal of the school, which is conducted by the NSW Department of Education and Training, the employer, an employer organisation, a professional association or other relevant body; and
 - (iii) Professional Involvement

Participation in a wide range of professional activities at classroom, school or community levels as follows:

 - (A) Work relating to classroom activities - involvement in curriculum/resource development and planning; involvement in reflective and adaptive classroom practice; including:
 - Knowledge and preparation of syllabus content;
 - Relevance of methodology used;
 - Class rapport, tone, discipline and motivation.
 - (B) Involvement beyond the classroom - sharing; learning knowledge and skills with and from peers; involvement in cooperative planning.

- (C) As a member of the Whole School - effective involvement as a team member; effective contribution to the life of the school.

A teacher should be assessed as highly skilled and competent on the basis of the teacher's professional involvement and shall have participated in a satisfactory level of in-service or tertiary study.

- (c) A Three Years Trained Teacher or Two Years Trained Teacher who was assessed as a highly skilled and competent teacher pursuant to subclause 4.7 of the previous award and who subsequently completes a course of training which makes the teacher eligible to be reclassified as Five Years Trained or Four Years Trained pursuant to subclause 4.6, Progression (Completion of Qualifications), shall also be classified as Senior Teacher 1 on such reclassification, provided that the teacher shall have completed nine years of service.
- (d) By agreement with the employer, assessment of a teacher in accordance with paragraph (b) of this subclause shall be by an Assessment Panel.

A teacher who is eligible pursuant to paragraph (a) of this subclause may apply to an Assessment Panel for reclassification or progression.

The Assessment Panel shall comprise the Principal of the teacher's school (or nominee of the Principal), a nominee of the employer, and a teacher who is a member of the staff at the school elected by the staff (pursuant to a procedure agreed between the IEU and the employer or the employer representative).

The Assessment Panel shall make a recommendation to the employer in accordance with the criteria contained in paragraph (b) of this subclause. In making its recommendations, the Panel may consider the following:

- (i) Documentation supplied by the applicant;
- (ii) A report (or more than one, if appropriate) on the teacher's performance related to the criteria prepared by the applicant's supervisor (or supervisors, if appropriate) and provided to the applicant not less than one week prior to the consideration by the Panel of the application;
- (iii) An interview with the applicant, if the applicant or Panel so requests;
- (iv) Knowledge by the Panel of the teacher's work in the school.

Where an Assessment Panel does not recommend an application by a teacher for reclassification or progression, it shall state its reasons to the employer who should indicate to the teacher areas where the Panel considers improvement is required to meet the criteria.

- (e) A recommendation for classification or progression pursuant to this subclause, if approved by the employer, shall take effect from the beginning of the first full pay period after the teacher is eligible for such classification or progression or from the date of application by the teacher, where such date is after the date on which the teacher becomes eligible. In the case of the teacher who becomes eligible during a period of paid leave, such classification or progression shall take effect from the date of eligibility.

4.8 Future of Senior Teacher 1

- (a) List B Employers (except Brigidine College, St Ives)

The union and List B employers have agreed that the classification of Senior Teacher 1 shall be retained until the expiry of this award.

The parties have also agreed that the Senior Teacher 1 application process shall remain unchanged for each employer notwithstanding the provision for an amended procedure that may be endorsed by way of mutual agreement between an employer and its teachers to which the amended procedure relates.

(b) List C Employers

The union and List C employers have agreed that the classification of Senior Teacher 1 shall be retained until 31 December 2008. List C employers reserve the right to review the classification at that time, including consideration of its phase-out.

4.9 Payment of Salary

- (a) The salary payable to any teacher other than a casual teacher pursuant to this clause, shall be payable fortnightly.
- (b) The salary payable to any teacher, pursuant to this clause, shall be payable at the election of the employer by either cash, cheque or Electronic Funds Transfer into an account nominated by the employee.

4.10 Payment of Part-Time Temporary and Casual Teachers

- (a)
- (i) Subject to subparagraph (ii) of this paragraph, a part-time teacher, including a temporary part-time teacher, shall be paid at the same rate as a full-time teacher with the corresponding classification but in that proportion which the number of hours which are normal teaching hours bear to the hours which a full-time teacher at the school is normally required to teach.
- (ii) A part-time teacher-librarian, including a temporary part-time teacher-librarian, shall be paid at the same rates as a full-time teacher-librarian with the corresponding classification, but in that proportion which the number of hours which are the normal working hours bears to the hours a full-time teacher-librarian at the school is normally required to work. If there is no full-time teacher-librarian employed at the school, the proportion shall be based upon the number of hours which a full-time teacher-librarian at the school would be required to work if employed.
- (iii) No part-time teacher shall be required to attend school on any day on which he or she is not required to teach, except to attend occasional school activities as reasonably required. A part-time teacher shall be allocated other duties on a pro-rata basis.
- (b) The salary payable to a casual teacher shall be the appropriate rate in subclause 4.1 in accordance with years of full-time service, divided by 204 in the case of a daily payment, 408 in the case of a half daily payment, plus an additional 5% loading, provided that the maximum rates payable shall be as follows:

Classification	Step
Four Years Trained	8
Three Years Trained	7
Two Years Trained	5
Not Otherwise Classified	1
Conditionally Classified Four Years Trained	7
Conditionally Classified Three Years Trained	6
Conditionally Classified Two Years Trained	4

The said rate includes the pro-rata payment in respect of annual holidays to which the teacher is entitled in accordance with the *Annual Holidays Act 1944*.

4.11 Travelling Expenses

- (a) Where the use of a vehicle is required in connection with employment, other than for journeys between home and place of employment, the teacher shall be paid an allowance as set out in Item 4 of Table 3 - Other Rates, of Part B Monetary Rates.
- (b) Travelling and other out of pocket expenses reasonably incurred by a teacher in the course of duties required by the employer, shall be reimbursed by the employer.

4.12 Payment for Supervision of Student Teachers

Where supervision of the teaching of a student teacher is required as a part of duty, the teacher shall receive all payments made by the Student Teachers' Training Institution for such supervision.

4.13 Overpayment

Where an employer becomes aware that payments have been made over or under entitlements the teacher shall be notified and the parties shall attempt to reach agreement on the money due or to be recovered. If the parties are unable to reach agreement, either party may have recourse to the Disputes Procedure.

4.14 Annual Remuneration

- (a) Notwithstanding subclause 4.9, an employer may offer and a teacher may elect to receive his or her annual remuneration as a combination of salary (payable fortnightly) and benefits payable by the employer. The sum total of such salary, benefits, Fringe Benefits tax and employer administrative charge will equal the appropriate salary prescribed by subclause 4.1, subclause 4.2 and subclause 5.1.
- (b) The employer will determine the range of benefits available to the teacher and the teacher may determine the mix and level of benefits as provided in paragraph (a) of this subclause.
- (c) Any payment calculated by reference to the teacher's salary and payable either:
 - (i) during employment; or
 - (ii) on termination of employment; or
 - (iii) on death

shall be at the rate prescribed by subclause 4.1, subclause 4.2 and subclause 5.1.

5. Promotion Positions

5.1 Allowances

- (a) The allowances for Positions of Special Responsibility shall be in addition to the salary applicable to the appointee provided the Assistant Principal at Oakhill College, Castle Hill and Our Lady of Lebanon College, Harris Park shall receive the salary only specified in the relevant table.
- (b) The allowance for Coordinator and Assistant Principal positions shall be as set out in -
 - Table 2A for List A employers;
 - Tables 2B for List B employers;
 - Table 2C for List C employers; and

Table 2D(i) for List D employers, provided that in the case of Assistant Principals employed by Oakhill College, Castle Hill and Our Lady of Lebanon College, Harris Park the salary shall be as set out in Table 2D(ii);

With respect to List D employers except Oakhill College, Castle Hill, Our Lady of Lebanon College, Harris Park, Mt St Benedict College, Pennant Hills, St Augustine's College, Brookvale, St Gregory's College, Campbelltown and St Scholastica's College, Glebe, an Assistant Principal who is classified as Senior Teacher 1 shall also receive the allowance set out in Table 2D(i). Such allowance shall be in addition to the salary applicable to the appointee.

(NOTATION: refer to clause 4.1(a) of this award for the list of employers in each category.)

5.2 Acting Appointments

If an employer appoints a teacher to act in a promotion position for at least ten consecutive school days, the employer must pay the teacher the rate of allowance prescribed for that position.

5.3 Appointment on Merit

All appointments will be made on the basis of merit and suitability in accordance with documented employer selection and appointment procedures and will normally and appropriately be advertised. Upon appointment, an employee will be informed of professional expectations and duties.

5.4 The minimum number of promotion positions required to be appointed shall be as set out in subclause 5.5, provided that where there is a programme of work in an area of instruction (including curriculum sporting instruction) in a Secondary Department the hours of which aggregate more than 54 hours per week averaged over the school year, a Coordinator 2 shall be appointed to co-ordinate such area of instruction.

In determining an area of instruction, an employer may aggregate two or more subjects to comprise an area of instruction, provided that the total hours aggregated do not exceed 108 hours per week averaged over the school year. Where hours per week exceed 108 hours per week, the area of instruction shall attract the equivalent of a Coordinator 3. There is no requirement to appoint a Coordinator 3 as such, the position may be filled by appointing a Coordinator 2 assisted by a Coordinator 1.

5.5 Promotion Positions - Primary and Secondary Departments

- (a) The position of Assistant Principal shall be appointed where the enrolment at the previous year's census date in a Secondary Department exceeds 200 students or in a Primary Department where the enrolment at the previous year's census date exceeds 100 students. Provided that an Assistant Principal need only be appointed in a Primary Department where the school only consists of a Primary Department or the Primary Department of the school is at a different location from the Secondary Department.
- (b) The minimum number of Positions of Special Responsibility required to be appointed in a Secondary Department shall be determined in accordance with the points as set out in the following table:

Secondary Enrolments at Previous Year's Census Date	Number of Points
1 - 200	2
201 - 300	4
301 - 400	6
401 - 500	8
501 - 600	12
601 - 700	14
701 - 800	22
801 - 900	22
901 +	24

Note: This table does not include the positions of Principal or Assistant Principal.

The number of Positions of Special Responsibility required to be appointed shall be calculated by allowing one point for each Co-ordinator 1, two points for each Co-ordinator 2 and three points for each Co-ordinator 3.

- (c) The minimum number of Positions of Special Responsibility required to be appointed in a Primary Department shall be determined in accordance with the points as set out in the following table:

Primary Enrolments at Previous Year's Census Date	Number of Points
1 - 100	-
101 - 200	-
201 - 250	2
251 - 300	2
301 - 400	2
401 - 500	4
501 - 600	4
601 - 700	6
701 - 800	6
801 +	6

Note: This table does not include the positions of Principal or Assistant Principal.

The number of Positions of Special Responsibility required to be appointed shall be calculated by allowing one point for each Co-ordinator 1, two points for each Co-ordinator 2 and three points for each Co-ordinator 3.

5.6 Period of Appointment

The period of appointment shall be as agreed between the employer and teacher on appointment or as specified in the relevant employer enterprise agreement.

6. Teacher Librarians

For classifications and duties of teacher-librarians refer to Annexure A - Teacher Classifications, Teacher - Librarians and Temporary Teachers.

7. Annual Adjustment of Salary

7.1 This clause will apply:

- (a) in lieu of the corresponding provisions of the Annual Holidays Act 1944; and
- (b) notwithstanding any other provisions in this award.

7.2 The provisions of this clause shall apply as set out in the relevant subclauses where:

- (a) a teacher (other than a casual teacher) commences employment after the school service date;
- (b) a teacher (other than a casual teacher) takes approved leave without pay or parental leave for a period which (in total) exceeds 20 pupil days in any year; or
- (c) the normal teaching hours of the teacher have varied since the school service date.

7.3 Calculation of Payments

- (a) A payment made pursuant to paragraph (a) or (b) of subclause 7.2 shall be calculated in accordance with the following formula:

$$\text{Step 1} \quad \frac{A \times B}{C} = D$$

$$\text{Step 2} \quad D - E = F$$

$$\text{Step 3} \quad \frac{F \times G}{2} = H$$

where:

A is the number of term weeks worked by the teacher since the school service date

B is the number of non-term weeks in the school year

C is the number of term weeks in the school year

D is the result in weeks

E is the number of non-term weeks worked by the teacher since the school service date

F is the result in weeks

G is the teacher's current fortnightly salary

H is the amount due

- (b) A payment made pursuant to paragraph (c) of subclause 7.2 to a teacher whose normal teaching hours have varied shall be calculated in accordance with the following formula:

$$\text{Step 1} \quad A - B = C$$

$$\text{Step 2} \quad \frac{C \times D}{E} = F$$

$$\text{Step 3} \quad F - B = G$$

where:

A is the total salary paid to the teacher since the school service date

B is the salary paid to the teacher in respect of non-term weeks since the school service date

C is the salary paid to the teacher in respect of term weeks since the school service date

D is the total number of non-term weeks in the school year

E is the total number of term weeks in the school year

F is the result in dollars

G is the amount due

7.4 Teachers who Commence Employment after the School Service Date

- (a) A teacher who commences employment after the school service date shall be paid from the date the teacher commences provided that, at the end of Term IV, the teacher shall be paid an amount calculated pursuant to subclause 7.3 of this clause and shall receive no other salary until his or her return to work in the following school year.

- (b) In each succeeding year of employment, the anniversary of appointment of the teacher for the purposes of this clause shall be deemed to be the school service date.

7.5 Teachers who Take Approved Leave Without Pay or Unpaid Parental Leave

Where a teacher takes leave without pay or unpaid parental leave with the approval of the employer for a period which (in total) exceeds 20 pupil days in any year, the teacher shall be paid salary calculated in accordance with this clause as follows:

- (a) If the leave commences and concludes in the same school year payment shall be calculated and made at the conclusion of Term IV of that school year.
- (b) If the leave is to conclude in a school year following the school year in which the leave commenced:
 - (i) at the commencement of the leave a payment shall be calculated and made in respect of the school year in which the leave commences; and
 - (ii) at the end of Term IV in the school year in which the leave concludes a payment shall be calculated and made in respect of that school year.
- (c) Where a teacher who has received a payment pursuant to paragraph (b) of this subclause returns from leave in the same year rather than the next school year as anticipated, then the teacher shall be paid at the conclusion of Term IV as follows:
 - (i) by applying the formula in subclause 7.3 as if no payment had been made to the teacher at the commencement of leave;
 - (ii) by deducting from that amount the amount earlier paid to the teacher.

7.6 Teachers Whose Hours Have Varied

Where the hours which a teacher normally teaches at a school have varied since the school service date in any school year and the teacher's employment is to continue into the next school year, the teacher shall be paid throughout the summer pupil vacation as follows:

- (a) the amount due pursuant to the formula in paragraph (b) of subclause 7.3 shall be calculated; and
- (b) the teacher shall continue to receive in each fortnight of the pupil vacation period the same amount as his or her ordinary pay in the last fortnight of the school term until the total amount received by the teacher during the pupil vacation period is the same as the amount calculated above.

(Note: this will have the consequence that the last fortnight of the pupil vacation period in which the teacher is paid the amount received will differ from the pay in the preceding fortnights).

- 7.7 Notwithstanding the provisions of paragraph (a) of subclause 7.1 a teacher shall not pursuant to this clause, be paid an amount in respect of a year of employment which is less than the amount to which the teacher would otherwise be entitled under the provisions of the Annual Holidays Act 1944, in respect of a year of employment.

8. Annual Holiday Loading

- 8.1 Subject to subclause 8.6 hereof, where a teacher, other than a casual teacher, is given and takes annual holidays commencing at the beginning of the school summer vacation each year, the teacher shall be paid an Annual Holiday Loading calculated in accordance with this clause.

- 8.2 The loading shall be payable in addition to the pay payable to the teacher for the period of the school vacation.

- 8.3 The loading shall be calculated:
- (a) in relation to such period of a teacher's annual holiday as is equal to the period of annual holiday to which the teacher is entitled for the time being under the *Annual Holidays Act 1944* at the end of each year of employment, or where relevant;
 - (b) the period of annual leave calculated under subclause 8.6.
- 8.4 The loading shall be the amount payable for the period specified in subclause 8.3 or 8.6 at the rate of 17½ per cent of the weekly equivalent of the teacher's annual salary.
- 8.5 For the purposes of this clause, "salary" shall mean the salary payable to the teacher at 1 December of the year in which the loading is payable, together with, where applicable, the allowances prescribed by subclause 4.2 of clause 4, Salaries, and clause 5, Promotions Positions, but not including any other allowances or amount otherwise payable in addition to salary.
- Provided that where subclause 8.6 of this clause applies, "salary" shall mean the salary (together with allowances payable as aforesaid) payable immediately prior to the payment made to the teacher pursuant to subclause 7.3 of clause 7, Annual Adjustment of Salary, or subclause 16.4 of clause 16 Termination.
- 8.6 Where a teacher receives a payment pursuant to paragraph (a) of subclause 7.3 or subclause 16.4 (other than a teacher terminated by the employer for misconduct) the teacher shall be entitled to that fraction of the annual holiday loading to which he or she would be entitled if he or she had worked for the whole school year which is equal to the number of term weeks worked by the teacher divided by the number of term weeks in the whole school year.

9. Union Members and Representatives

- 9.1 Meetings of union members who are employed at the school may be held on the school premises at times and places reasonably convenient to both union members and the Principal.
- 9.2 The employer shall permit the union representative in the school to post union notices relating to the holding of meetings on a common room noticeboard.
- 9.3 The union representative shall be permitted in working hours (other than timetabled teaching time) to interview the employer or the Principal on union business. Such interview shall take place at a time and place convenient to both parties.

10. Sick Leave

10.1 Entitlement

Any full-time, temporary or part-time teacher shall be entitled to paid sick leave in respect of any absence on account of illness or injury, subject to the following conditions and limitations:

- (a) In respect of each year of service with an employer, the period of sick leave shall, subject to subclause 10.2 of this clause, not exceed in any year of service 25 working days on full pay.
- (b) A teacher shall not be entitled to paid sick leave for any period in respect of which such teacher is entitled to workers' compensation.
- (c) A teacher shall not be entitled to paid sick leave unless he or she notifies the Principal of the school (or such other person deputed by the Principal) prior to the commencement of the first organised activity at the school on any day, of the nature of the illness and of the estimated duration of the absence; provided that paid sick leave shall be available if the teacher took all reasonable steps to notify the Principal or was unable to take such steps.

- (d) The sick leave entitlement of a part-time teacher shall be in that proportion which the number of teaching hours of that teacher in a full school week bears to the number of teaching hours which a full-time teacher at the school is normally required to teach.
- (e) A temporary teacher shall be entitled to sick leave in that proportion which the period of appointment of the teacher bears to the length of the school year.
- (f) The teacher, if required by the employer, complies with subclause 10.4 of this clause.

10.2 Accumulation

Sick leave shall accumulate from year to year as follows:

- (a) Untaken sick leave in any year of service with an employer shall be accumulated, provided that a teacher shall only be entitled to the sick leave accumulated in respect of the six years of continuous service immediately preceding the current year of service and the maximum accumulation shall not exceed 150 days on full pay.
- (b) Sick leave which accrues to a teacher at the commencement of a year of service pursuant to subclause 10.1 of this clause, shall be taken prior to the taking of any sick leave which the teacher has accumulated in accordance with this subclause.

10.3 Evidence of Sickness

- (a) In each year, with the exception of the first two days' absence due to illness, a teacher shall, upon request, provide a medical certificate addressed to the employer or, if the employer requires, to a medical practitioner nominated by the employer.
- (b) Where a teacher has taken frequent single days of sick leave, or taken extended sick leave such that the employer requires additional information in relation to the teacher's sickness, then the employer may take action in accordance with this subclause.
 - (i) The employer may arrange a meeting in order to clarify the position with the teacher. The employer shall invite the teacher to respond verbally to the issues raised by the employer. If the teacher is a union member, then the teacher may seek union advice and assistance.
 - (ii) After consideration of the teacher's response, the employer may
 - (a) require further evidence of illness; and/or
 - (b) request the teacher to obtain a second opinion from another doctor at the employer's cost; and/or
 - (c) request a more detailed estimation of the likely length of the absence; and/or
 - (d) require the teacher to obtain a medical report (at the employer's cost) in relation to the likely period of absence; and/or
 - (e) discuss with the teacher any other action.
 - (iii) The teacher may, if a member of the union, request that this matter be discussed at any stage between the union and the employer.
 - (iv) Action shall only be taken pursuant to (b) of this subclause following consultation between the Principal of the school and the employer.

10.4 Portability

- (a) Subject to paragraph (f), Exclusions, of this subclause, a teacher who was previously employed with another Catholic Independent School or Catholic Diocesan Employer as a full-time, part-time or temporary teacher, and is employed by a Catholic Independent School on or after 27 January 1998, shall be entitled to portability of sick leave in accordance with this subclause.
- (b) Untaken sick leave which has accumulated in accordance with subclause 10.2 since 3 February 1997 shall be credited to the teacher as their accumulated sick leave on the commencement of their employment with the Catholic Independent School..
- (c) For a teacher to be eligible for portability of sick leave under this clause, the teacher must satisfy the following criteria:
 - (i) The teacher has commenced employment with the Catholic Independent School within six months or two terms, whichever is the greater, of the teacher's employment terminating with the other Catholic Independent School or Catholic Diocesan Employer.
 - (ii) The former Catholic Independent School or former Catholic Diocesan Employer will provide to each employee, on the employee's termination of employment, a completed version of the form set out in Annexure B of this award, and the teacher will provide the original completed form to the new Catholic Independent School within four school weeks of the commencement of employment.
- (d) For the purpose of this subclause "Catholic Independent School" shall mean an employer bound by this award, and "Catholic Diocesan Employer" shall mean the Archdiocese of Sydney or Canberra/Goulburn or the Diocese of Broken Bay, Parramatta, Armidale, Bathurst, Lismore, Maitland-Newcastle, Wagga Wagga (and the Trustees of the Diocese of Wagga Wagga), Wilcannia-Forbes and Wollongong.
- (e) Notwithstanding paragraphs (a) and (b) of this subclause, the maximum sick leave portable pursuant to this subclause shall be 150 days and the sick leave in any one year pursuant to paragraph (a) of subclause 10.1 shall not exceed 25 days (with one or more employers).
- (f) Exclusions

The following Catholic Independent Schools are excluded from the provisions of this subclause: Boys' Town, Engadine; Our Lady of Lebanon College, Harris Park; St Augustine's College, Brookvale, St Charbel's College, Punchbowl; St Gregory's Armenian College, Rouse Hill; and St Maroun's College, Dulwich Hill.

11. Catholic Personal/Carer's Leave

11.1 Use of Sick Leave to Provide Care and Support for a Family Member

- (a) A teacher other than a casual teacher, with responsibilities in relation to a class of person set out in subparagraph (ii) of paragraph (c) who needs the teacher's care and support, shall be entitled to use, in any year, in accordance with this subclause, 10 days of current and 30 days of accrued sick leave entitlement provided for at Clause 10 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 teacher shall, if required,
 - (i) establish either by production of a medical certificate or statutory declaration, the illness of the person concerned and that the illness is such as to require care by another person, or
 - (ii) establish by production of documentation acceptable to the employer or a statutory declaration, the nature of the emergency and that such emergency resulted in the person concerned requiring care by the teacher.

In normal circumstances, a teacher must not take carer's leave under this subclause where another person had 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 teacher being responsible for the care of the person concerned; and
 - (ii) the family member being a parent, step-parent, spouse, grandchild, sibling, grandparent, child, step-child, foster child, adopted child and foster parent of the teacher or spouse.

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 21 should be followed.

11.2 Use of Sick Leave for a Pressing Domestic Necessity

- (a) Subject to paragraph 11.2 (c), for the purposes of this clause "pressing domestic necessity" means any reason at the discretion of the employer, provided that such discretion is not unreasonably withheld and is exercised so as not to contravene any applicable provisions of the *Anti-Discrimination Act 1977*.
- (b) A teacher, other than a casual teacher, with sick leave credits may apply to utilise such credits up to five of any current or accrued sick leave entitlement days in any one year of the teacher's service, for any pressing domestic necessity other than to care for or support a person defined in subparagraph 11.1(c)(ii).
- (c) Where a teacher, other than a casual teacher, is not entitled to utilise sick leave credits pursuant to paragraph 11.1(a) he or she may access 10 days current and 30 days accrued sick leave for any pressing domestic necessity where the teacher is responsible for the care or support of a person not referred to in subparagraph 11.1(c)(ii).
- (d) The yearly entitlement for the purpose of pressing domestic necessity in paragraph 11.2(b) is non-cumulative.
- (e) If required, a teacher shall provide a written statement or other evidence supporting the application for Personal/Carer's Leave for the purpose of pressing domestic necessity.

11.3 Notification of Intention to Take Leave

In relation to sub-clauses 11.1 and 11.2, wherever practicable, a teacher shall give the employer notice prior to the absence of the intention to take leave. The teacher shall also provide the name of the person requiring care, that person's relationship to the teacher, the nature of any pressing domestic necessity, the reasons for taking such leave and the estimated length of absence. If it is not practicable for the teacher to give prior notice of absence, the teacher shall notify the employer by telephone of such absence at the first opportunity on the day of absence.

11.4 Unpaid Leave for Family Purpose

A teacher may elect, with the consent of the employer to take unpaid leave for the purpose of providing care and support to a person referred to in subparagraph 11.1(c)(ii) or paragraph 11.2(c) who is ill or who requires care due to an unexpected emergency.

11.5 Entitlement for casual teachers

- (a) Subject to the requirements in paragraph 11.1(b) and subclause 11.3, casual teachers are entitled to not be available to attend work, or to leave work if they need to care for a person prescribed in

subclause 11.1 (c) (ii) or 11.2(c) of this clause who is sick and requires care and support, or who requires care due to an unexpected emergency, or the birth of a child.

- (b) The employer and the teacher shall agree on the period for which the teacher will be entitled to not be available to attend work. In the absence of agreement, the teacher is entitled to not be available to attend work for up to 48 hours (i.e. two days) per occasion. The casual teacher is not entitled to any payment for the period of non-attendance.
- (c) An employer must not fail to re-engage a casual teacher because the teacher accessed the entitlements provided for in this clause. The rights of an employer to engage or not to engage a casual teacher are otherwise not affected.

12. Parental Leave

12.1 Maternity Leave

- (a) A teacher who applies for maternity leave under Part 4 of Chapter 2 of the *Industrial Relations Act 1996* and:
 - (i) is granted maternity leave for a period of fourteen weeks or longer by the employer; and
 - (ii) the date of birth is on or after 30 January 2006 shall be entitled to maternity leave in accordance with this sub-clause.
- (b) The maternity leave shall be paid for fourteen weeks at the rate of salary the teacher would have received, if the teacher had not taken maternity leave. (If the period of maternity leave granted to the teacher is for less than fourteen weeks then the period of paid maternity leave shall be for such lesser period). This period shall be inclusive of non term periods falling within the fourteen weeks, other than where a teacher works up until the last day of a term in which case the maternity leave shall be deemed to commence from the first day of the following school term. For the purpose of this paragraph, non-term periods shall not include the first four weeks of the school summer vacation period.
- (c) The teacher may elect to be paid during the period of paid leave in paragraph (b) of this sub-clause either in accordance with the usual employer payment schedule or as a lump sum payment in advance. In addition, if the Teacher requests and the employer agrees the final three weeks of the leave may be paid at half pay for a period of six weeks.
- (d) Where a teacher applies for a lump sum payment in advance under paragraph (c) of this sub-clause, the teacher shall give the employer at least one month's notice of intention.
- (e) If a teacher has commenced paid maternity leave and subsequently the teacher's pregnancy results in a miscarriage or a still birth, the teacher shall be entitled to retain payment in accordance with this clause equivalent to salary for the period of maternity leave taken by the teacher.
- (f) Paid maternity leave shall commence no earlier than one term prior to the expected date of birth.
- (g) The employer may deduct payment for any absence of the teacher (to which the teacher, but for this clause, would have been entitled under clause 10, Sick Leave) in the period four calendar weeks prior to the expected date of birth from the payment of paid maternity leave to which the teacher is entitled pursuant to this subclause.
- (h) Non term weeks within the period of paid maternity leave shall be deemed to be non term weeks worked by the teacher for the purpose of clause 7, Annual Adjustment of Salary and clause 15, Termination.
- (i) A teacher on paid maternity leave in accordance with this clause will not be employed as a casual employee by the employer during such paid leave.

- (j) Where a teacher gives birth to a child whilst on unpaid leave (other than maternity leave in relation to the birth of the same child) the teacher will be entitled to maternity leave in accordance with Part 4 of Chapter 2 of the *Industrial Relations Act 1996*. However, the teacher will not be entitled to an additional fourteen weeks payment in accordance with paragraph subclause (b) of this sub- clause.
- (k) Except as varied by this provision, Part 4 of Chapter 2 of the *Industrial Relations Act 1996* shall apply.

Notation

- (i) The employers are of the view that maternity leave should preferably commence on the day following the last teaching day of a term and conclude on the day preceding the first teaching day of a term.
- (ii) In order to facilitate the desirable practice referred to in paragraph (i) of this notation, the employers are prepared to extend the time of maternity leave beyond that maximum entitlement prescribed by the said Act should the employee agree to return from maternity leave at the commencement of the term immediately following the maximum period of leave required to be afforded by that Act.
- (iii) Transitional Arrangements - The provisions of the preceding award relating to paid maternity leave shall apply to a teacher whose baby is born on or after 1 January 2006 and before 30 January 2006.

12.2 Adoption Leave

- (a) A teacher who applies for adoption leave under Part 4 of Chapter 2 of the *Industrial Relations Act 1996* and is granted such leave by the employer in accordance with these provisions, shall be entitled to payment of adoption leave under the same (or comparable) conditions as those set out in this clause in relation to paid maternity leave. Provided further that adoption leave shall only be payable in respect of one adopting parent of a child.
- (b) A teacher shall be entitled to one day's leave with pay for the purpose of adopting any child provided that he or she is not also entitled to payment of adoption leave pursuant to paragraph (a) of this sub-clause.

12.3 Paternity Leave

- (a) A teacher shall be entitled to one day's leave with pay on the date of his wife's confinement or on the day on which his wife leaves hospital following her confinement.
- (b) In addition to the entitlement in paragraph 12.3(a), a teacher shall be entitled, subject to this sub-clause, to take paternity leave in one continuous period not exceeding two weeks. Such leave shall be deducted from, and shall not exceed, the teacher's entitlement to Catholic Personal/Carer's Leave pursuant to clause 11 of this award.
- (c) The teacher shall be entitled to take such paternity leave in the four weeks before the date or expected date of the birth of the child and not later than four weeks after the birth of the child, provided that the employer may, in exceptional circumstances, request the teacher to take leave at a time outside the period specified in this paragraph. If the teacher chooses to agree to the employer's request, such agreement shall be recorded in writing. Where the teacher does not agree, the leave shall be taken in accordance with this paragraph.
- (d) The entitlement to paternity leave in paragraphs 12.3(a) and (b) is inclusive of, and not in addition to, the teacher's entitlement to take unpaid paternity leave in accordance with the *Industrial Relations Act 1996*.
- (e) The teacher must, at least 4 weeks before proceeding on leave pursuant to paragraph 12.3(b) above, give written notice of the dates on which he proposes to start and end the period of leave. The proposed dates may be varied by further written notice, subject to the provisions of paragraph 12.3(c) above.

12.4 Prior Service with Another Catholic Diocesan Employer or Catholic Independent School

For the purpose of eligibility for maternity leave and adoption leave pursuant to this clause, a teacher who is not eligible for such leave because he or she has less than twelve months continuous service as required pursuant to Section 57 of the Industrial Relations Act, shall nevertheless be deemed to have completed twelve months continuous service with the current employer if immediately prior to commencement of service with the current employer, he or she had twelve months continuous service with another Catholic Diocesan Employer or Catholic Independent School.

"Catholic Diocesan Employer" and "Catholic Independent School" shall have the same meaning as in sub-clause 10.4(d) of this award.

12.5 Casual Teachers

An employer must not fail to re-engage a regular casual teacher (see section 53(2) of the *Industrial Relations Act 1996* (NSW)) because:

- (a) the teacher or teacher's spouse is pregnant; or
- (b) the teacher is or has been immediately absent on parental leave.

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

12.6 Right to Request

- (a) A teacher entitled to parental leave may request the employer to allow the teacher:
 - (i) to extend the period of simultaneous unpaid parental leave up to a maximum of eight weeks;
 - (ii) to extend the period of unpaid parental leave for a further continuous period of leave not exceeding 12 months;
 - (iii) to return from a period of parental leave on a part-time basis until the child reaches school age;to assist the teacher in reconciling work and parental responsibilities.

- (b) The employer shall consider the request having regard to the teacher's circumstances and, provided the request is genuinely based on the teacher'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) Teacher's request and the employer's decision to be in writing

The teacher's request and the employer's decision made under subparagraphs (a) (ii) and (iii) of this subclause must be recorded in writing.

- (d) Request to return to work part-time

Where a teacher wishes to make a request under subparagraph (a) (iii), such a request must be made as soon as possible before the date upon which the teacher is due to return to work from parental leave.

12.7 Communication During Parental Leave

- (a) Where a teacher 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 teacher held before commencing parental leave; and
 - (ii) provide an opportunity for the teacher to discuss any significant effect the change will have on the status or responsibility level of the position the teacher held before commencing parental leave.
- (b) The teacher shall take reasonable steps to inform the employer about any significant matter that will affect the teacher's decision regarding the duration of parental leave to be taken, whether the teacher intends to return to work and whether the teacher intends to request to return to work on a part-time basis.
- (c) The teacher 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).

13. Long Service Leave

13.1 Applicability of *Long Service Leave Act 1955*

Except in so far as expressly varied by the provisions of this clause, the provisions of the said Act, shall apply to teachers employed under this award.

13.2 Accrual of Leave from 30 January 2006

The amount of long service leave which a teacher shall accrue in respect of service performed on and from 30 January 2006 shall be:

- (a) In the case of a teacher who has completed:
 - (i) less than ten years service, in respect of full-time service a teacher shall accrue 6.5 days per year of service; and
 - (ii) ten or more years of service, in respect of full-time service a teacher shall accrue 10 days per year of service.
- (b) A teacher shall be entitled to accrue leave in respect of part-time service as set out in paragraph (a) of this subclause on a pro rata basis according to his or her FTE (as defined in paragraph (c) of this subclause).
- (c) For the purposes of this clause the "FTE" is defined as the proportion which the number of teaching hours per week worked by a teacher bears to the number of teaching hours which a full-time teacher at the school is required to teach per week. (NB that this formula is the same as that which is utilised in subclause 4.10 of this award for calculation of payment of part-time teachers).
- (d) A teacher shall be entitled to leave in accordance with this subclause together with leave accrued before 30 January 2006 pursuant to subclause 13.3.

13.3 Calculation of Accrual as at 29 January 2006

- (a) A teacher whose employment commenced prior to 30 January 2006 will have accrued long service leave as at 29 January 2006 in accordance with previous award and legislative provisions.

A summary of the accrual rates pursuant to these provisions is set out below:

Calculation of Entitlement:

Prior to 31 July 1985	.866 weeks per year.
1 August 1985 to 30 January 1995	1.05 weeks per year up to 10 years of service. 1.5 weeks per year after 10 years of service.
31 January 1995 to 31 January 2001	1.3 weeks per year up to 10 years of service. 1.9 weeks per year, after 10 years of service.
1 February 2001 to 29 January 2006	1.3 weeks per year up to 10 years of service. 2 weeks per year after 10 years of service.

- (b) It is the intention of the parties that on and from 30 January 2006 long service leave accrual will reflect the differing patterns of work of teachers within Catholic schools, whose teaching load changes from full-time to part-time and/or vice versa during their working career. To that end on 29 January 2006, all existing accruals will be converted from weeks to working days.
- (c) The following formula will be used to calculate the number of days of long service leave that a teacher is entitled to as at 29 January 2006:
- (i) all full-time teachers, as at 29 January 2006, will have their weeks of accrued long service leave converted to days on the basis of 1 week of accrued leave equals 5 days of accrued leave;
- (ii) all part-time teachers, as at 29 January 2006, will have their weeks of accrued long service leave converted to days by averaging the FTE (as defined in accordance with paragraph (c) of subclause 13.2 of this clause) of the last 5 years of eligible service, comparing it with the current FTE (i.e. as at 29 January 2006) and using the higher figure for conversion to days.
- (d) Certain Independent Schools

Notwithstanding the provisions of this sub-clause some enterprise agreements provided for different rates of long service leave in periods prior to 15 August 2001

13.4 Entitlement to Long Service Leave and Payment on Termination

- (a) A teacher shall be entitled to take long service leave accrued in accordance with subclauses 13.2 and 13.3 of this clause on the completion of ten years service with an employer and on the completion of each additional seven years service thereafter.
- (b) In the case of a teacher who has completed at least 5 years service with an employer and the service of the teacher is terminated or ceases for any reason, such teacher shall be paid their accrued long service leave calculated in accordance with subclause 13.2 and subclause 13.3 of this clause.

13.5 Conditions of Taking Leave

- (a) It is the intention of the parties that the number of days of long service leave accrued by the teacher can be taken at the teacher's current FTE when the long service leave is taken.

For example, a teacher works full-time for their first ten years of employment and then reduces to 2.5 days per week (0.5 FTE) for the next five years of their employment. The teacher would accrue 65 days of long service leave for their first ten years of service and then 25 days of long service leave over their next five years of service, a total of 90 days long service leave. If the teacher works 2.5 days per week (0.5 FTE) at the time they commence leave, the teacher would be entitled to take their 90 days of long service leave over 36 weeks.

- (b) Where a teacher has become entitled to long service leave in respect of the teacher's service with an employer, the employer shall give to the teacher and the teacher shall take the leave as soon as practicable, having regard to the needs of the employer, provided always that unless the employer otherwise agrees, the teacher shall give not less than two school terms notice of the teacher's wish to take leave, and further provided that the employer shall give the teacher not less than two school terms' notice of any requirement that such leave be taken.
- (c) A teacher may request and be granted up to one weeks leave without pay to be taken in addition to long service leave such that the total period of leave comprises one or more complete school terms.
- (d) Long Service leave will be exclusive of pupil vacation periods adjacent to or within the period of leave. Provided however that in the case only of a teacher who wishes to take a short block of long service leave immediately before or immediately after a pupil vacation period but not in accordance with sub-clause 13.10 (Long Service Leave in Short Blocks) nor in accordance with other School policy on long service leave then the employer may impose that the leave is inclusive of the pupil vacation period adjacent to or within the period of leave.
- (e) Where a teacher is entitled to an amount of long service leave which is in excess of a school term the teacher may elect not to take that part of the long service leave which is in excess of a term (the deferred leave), until such time as the teacher accumulates further entitlements which when taken together with the deferred leave enables long service leave to be taken for a whole term.

13.6 Public Holidays and Long Service Leave

A period of long service leave will be exclusive of a public holiday falling within it.

Notation: A contrary provision applied under previous awards in place from 1 January 1985 until 15 August 2001.

13.7 Service

The service of a teacher with an employer shall be deemed continuous notwithstanding the service has been interrupted by reason of the teacher taking approved leave without pay (including unpaid leave in accordance with clause 12, Parental Leave), but the period during which the service is so interrupted shall not be taken into account in calculating the period of service.

13.8 Payment in Lieu of Long Service Leave

- (a) Where a teacher has an entitlement to long service leave and takes leave in accordance with the NSW *Long Service Leave Act 1955* (i.e. at least for a month) as amended or replaced the teacher and the employer may agree that, in addition to payment for the long service leave to be taken, the teacher be paid an amount in lieu of any additional long service leave accumulated by the teacher.
- (b) Any payment in paragraph (a) of this subclause will be paid by the employer upon the commencement of the teacher's long service leave.
- (c) Where a payment in lieu of long service leave is paid by the employer in accordance with this subclause, a teacher's entitlements to long service leave will be reduced by the extent of such payment.

13.9 Long Service Leave and Leave Without Pay

Where a teacher takes long service leave for an entire school term and the teacher wishes to take the following school term as leave without pay, the employer will ordinarily consent to such arrangement where the teacher has had five years continuous service with that employer. However such leave without pay will ordinarily be approved for terms in the same year.

13.10 Long Service Leave in Short Blocks

The employer may permit teachers to take long service leave in periods which are not equal to a full term or terms.

14. Other Leave

14.1 Bereavement Leave

- (a) A teacher shall on the death of a spouse, father, mother, father-in-law, mother-in-law, grandparent, brother, sister, child, stepchild or grandchild of the teacher be entitled to paid leave up to and including the day of the funeral of such relative. Such leave shall not exceed three school days. A teacher may be required to provide the employer with satisfactory evidence of such death.
- (b) Where a teacher takes bereavement leave in accordance with paragraph (a) of this subclause an employer, in its absolute discretion, may grant the teacher additional leave as leave without pay or leave with pay.
- (c) Where a teacher requests leave to attend a funeral of a person not specified in paragraph (a) of this subclause, the employer in its absolute discretion may grant the teacher leave as leave without pay or bereavement leave with pay.
- (d) Where an employer grants a teacher leave with pay in accordance with paragraphs (b) or (c) of this subclause, such leave will be deducted from the teacher's entitlement to sick leave in accordance with clause 10, Sick Leave.
- (e) Bereavement Leave shall be available to the teacher in respect to the death of a person in relation to whom the teacher could have utilised Personal/Carer's Leave in clause 11, provided that for the purpose of Bereavement Leave, the teacher need not have been responsible for the care of the person concerned.
- (f) Bereavement Leave may be taken in conjunction with other leave available under subclause 11.4 of clause 11, Catholic Personal/Carer's Leave. In determining such a request the employer will give consideration to the circumstances of the teacher and the reasonable operational requirements of the business.
- (g) Bereavement Entitlement for Casual Teachers
 - (i) Casual teachers are entitled to not be available to attend work, or to leave work upon the death in Australia of a person in relation to whom the teacher could have utilised Catholic Personal/ Carer's Leave in 11.5, provided that for the purpose of this bereavement entitlement, the casual teacher need not have been responsible for the care of the person concerned. A casual teacher must notify the employer as soon as practicable of their intention to access this entitlement and may be required to provide the employer with satisfactory evidence of such death.
 - (ii) The employer and the teacher shall agree on the period for which the teacher will be entitled to not be available to attend work. In the absence of agreement, the teacher is entitled to not be available to attend work for up to 48 hours (i.e. two days) per occasion. The casual teacher is not entitled to any payment for the period of non-attendance.
 - (iii) An employer must not fail to re-engage a casual teacher because the teacher accessed the entitlements provided for in this clause. The rights of an employer to engage or not engage a casual teacher are otherwise not affected.

14.2 Military Reserve Leave

A teacher who is a member of the Australian Military Reserve or other Australian military forces shall be granted unpaid leave for the purpose of attending any compulsory camp or posting.

14.3 Examination Study Leave

Any teacher who, for the purpose of furthering teacher training, enrolls in any course at a recognised higher education institution, shall be granted leave:

- (a) with pay on the day of any examination required in the course;
- (b) without pay for the purpose of attending any compulsory residential school which is a part of such course.

14.4 Jury Service

- (a) A full-time or part-time teacher required to attend for jury service during ordinary working hours shall be provided with paid leave for this purpose. The teacher shall be required to reimburse to the employer any monies payable to the teacher for such attendance (excluding reimbursement of expenses) which required the teacher's absence from school.
- (b) The teacher shall notify the employer as soon as possible of the date upon which he or she is required to attend for jury service. The teacher shall provide to the employer a copy of the summons to attend jury duty and a record of payments received as proof of attendance.

14.5 Short Community Service

Where a teacher's involvement in a community service activity has been approved by the employer after consideration of the needs of the school, a teacher shall be entitled to leave of not more than five days in any school year (unless agreed with the employer) for emergency leave for service to the community. Examples of purposes for which such leave may be granted include to work in the State Emergency Service or Volunteer Fire Brigade.

14.6 Overseas Volunteer Programs

- (a) A full-time or part-time teacher shall be entitled to leave without pay to work in a recognised overseas volunteer program in accordance with this subclause. Such leave shall normally be granted for one year but may be granted for up to two years if required by the relevant volunteer program and agreed by the employer.
- (b) A teacher is eligible for leave after completion of five years continuous service with the employer. An application for leave shall be accompanied by evidence of approval to work in the scheme and the proposed period of leave.
- (c) Such leave without pay shall not count as service with the employer for the purpose of long service leave.

15. Termination

15.1 Period of Notice

The employment of any teacher (other than a casual teacher) shall not be terminated without at least four school term weeks notice on either side, or the payment of, or forfeiture of, four weeks' salary in lieu of notice. Provided that such four weeks' notice shall expire within the school term during which it is given and shall expire either:

- (a) at the end of the said school term; or

- (b) at least two weeks before the end of the said school term.

15.2 Summary Dismissal

The foregoing shall not affect the right of the employer to dismiss summarily any teacher for incompetence, misrepresentation, neglect of duty or other misconduct.

15.3 Payment on Termination

A full-time, part-time or temporary teacher shall be entitled on termination of employment to a payment calculated in accordance with this clause which will apply:

- (a) in lieu of the corresponding provisions of the *Annual Holidays Act 1944*; and
 (b) notwithstanding any other provisions in this award.

15.4 Calculation of Payments

- (a) A payment made pursuant to this clause to a teacher whose teaching hours have remained constant during the school year in which the termination is effective shall be calculated in accordance with the following formula:

$$\text{Step 1} \quad \frac{A \times B}{C} = D$$

$$\text{Step 2} \quad D - E = F$$

$$\text{Step 3} \quad \frac{F \times G}{2} = H$$

where:

A is the number of term weeks worked by the teacher since the school service date

B is the number of non-term weeks in the school year

C is the number of term weeks in the school year

D is the result in weeks

E is the number of non-term weeks worked by the teacher since the school service date

F is the result in weeks

G is the teacher's current fortnightly salary

H is the amount due

- (b) A payment made pursuant to this clause to a teacher whose teaching hours have varied during the course of the school year in which the termination is effective shall be calculated in accordance with the following formula:

$$\text{Step 1} \quad A - B = C$$

$$\text{Step 2} \quad \frac{C \times D}{E} = F$$

$$\text{Step 3} \quad F - B = G$$

where:

A is the total salary paid to the teacher since the school service date

B is the salary paid to the teacher in respect of non-terms weeks since the school service date

C is the salary paid to the teacher in respect of term weeks since the school service date

D is the total number of non-term weeks in the school year

E is the total number of term weeks in the school year

F is the result in dollars

G is the amount due

15.5 Statement of Service

Refer to subclauses 3.7 and 3.8 of clause 3, Terms of Engagement.

16. Occupational Superannuation (Contribution By Employer)

16.1 Definitions

For the purposes of this clause:

- (a) "Basic earnings" shall mean:
 - (i) the minimum annual rate of salary prescribed from time to time for the employee by subclauses 4.1 and 4.7 of clause 4, Salary; and
 - (ii) the amount of any allowance which is prescribed from time to time for the employee by subclauses 4.2 of the clause 4 Salary and clause 5, Promotions Positions of this award; and
 - (iii) the amount of any payment made to the employee pursuant to clause 7, Annual Adjustment of Salary, or clause 15, Termination.
- (b) "Employee" means a teacher to whom this award applies.
- (c) "Employer" means the employer of a teacher to whom this award applies.
- (d) "Fund" means:
 - (i) the New South Wales Non-Government Schools Superannuation Fund and the Catholic Superannuation and Retirement Fund; and
 - (ii) any other superannuation fund approved in accordance with the Commonwealth's operational standards for occupational superannuation funds which the employee is eligible to join and which is approved by the employer as a fund into which an employee of that employer may elect to have the employer pay contributions made pursuant to this award in respect of that employee.
- (e) "Casual" means a casual employee as defined in clause 2, Definitions.

16.2 Fund

The New South Wales Non-Government Schools Superannuation Fund shall be made available by each employer to each employee.

16.3 Benefits

- (a) Except as provided in paragraphs (c), (d) and (f) of this subclause, each employer shall, in respect of each employee employed by it, pay contributions into a fund to which the employee is eligible to belong and, if the employee is eligible to belong to more than one fund, the fund nominated by the employee, at the rate of nine or such other rate as provided by superannuation legislation as amended from time to time per cent of the employee's basic earnings.
- (b) Subject to paragraph (f) of this subclause, contributions shall be paid at intervals and in accordance with the procedures and subject to the requirements prescribed by the relevant fund or as Trustees of the fund may reasonably determine.
- (c) An employer shall not be required to make contributions pursuant to this award in respect of an employee in respect of a period when that employee is absent from his or her employment without pay.
- (d) Contributions shall commence to be paid from the beginning of the first pay period commencing on or after the employee's date of engagement.

Provided that if the employee has not applied to join a fund within six weeks of the employee's date of engagement, the employer shall commence to pay contributions from the beginning of the next pay period commencing on or after the date on which the employee applies to join a fund.

- (e) The employee shall advise the employer in writing of the employee's application to join a fund pursuant to this award.
- (f) An employer shall make contributions pursuant to this award in respect of:
 - (i) casual employees who earn in excess of \$2,820.00 during their employment with that employer in the course of any year, running from 1 July to the following 30 June (all such casual employees are hereinafter called "qualified employees"); and
 - (ii) qualified employees in each ensuing year of employment with that employer.

Such contributions shall be made in respect of all days worked by the employee for the employer during that year and shall be paid by the employer to the relevant fund at the time of issue to the employee of his or her annual group certificate, provided that prior to the immediately preceding 30 June the employee has applied to join a fund.

- (g) Where an employer approves a fund, other than the Non-Government Schools Superannuation Fund, as one to which the employer will pay contributions in respect of its employees or a class or classes of such employees, the employer shall notify its employees of such approval and shall, if an employee so requests, provide the employee with a copy of the Trust Deed of such fund and of a letter from the Insurance and Superannuation Commissioner, granting interim or final listing to the fund, at a cost of 80 cents per page of such copies.
- (h) When a new employee commences in employment, the employer shall advise the employee in writing of the employee's entitlements under this award within two weeks of the date of commencement of employment and also of the provisions of paragraph (d) of this subclause in the case of a full-time employee and paragraph (f) of this subclause in the case of a casual employee.

16.4 Transfers between Funds

If an employee is eligible to belong to more than one fund, the employee shall be entitled to notify the employer that the employee wishes the employer to pay contributions in respect of the employee to a new fund, but shall not be entitled to do so within three years after the notification made by the employee pursuant to paragraph (e) of subclause 16.3 of this clause or within three years after the last

notification made by the employee pursuant to this clause. The employer shall only be obliged to make such contributions to the new fund where the employer has been advised in writing:

- (a) of the employee's application to join the other fund; and
- (b) that the employee has notified the trustees of the employee's former fund that the employee no longer wishes the contributions which are paid on the employee's behalf to be paid to that fund.

17. Anti-Discrimination

- (a) It is the intention of the parties bound by this award to seek to achieve the object in Section 3(f) of the *Industrial Relations Act 1996* to prevent and eliminate discrimination in the workplace. This includes discrimination on the grounds of race, sex, marital status, disability, homosexuality, transgender identity, age and responsibilities as a carer.
- (b) It follows that in fulfilling their obligations under the dispute resolution procedure prescribed in this award the parties have obligations to ensure that the operation of the provision 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 of operation, has a direct or indirect discriminatory effect.
- (c) Under the *Anti-Discrimination Act 1977*, it is unlawful to victimise an employee who has made or may make or has been involved in a complaint of unlawful discrimination or harassment.
- (d) Nothing in this clause is to be taken to effect:
 - (i) any conduct or act which is specifically exempted from anti-discrimination legislation;
 - (ii) any act or practice of a body established to propagate religion which is exempted under section 56(d) of the *Anti-Discrimination Act 1977*;
 - (iii) a party to this award from pursuing matters of unlawful discrimination.
- (e) This clause does not create legal rights or obligations in addition to those imposed upon the parties by the legislation referred to in this clause.
 - (i) Employers and employees may also be subject to Commonwealth Anti-Discrimination legislation.
 - (ii) Section 56(d) of the *Anti-Discrimination Act 1977* provides:

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

18. Fair Procedures for Investigating Allegations of Reportable Conduct and Exempt Allegations Pursuant to the *Ombudsman Act 1974*

18.1 Definitions

For the purpose of this clause:

"Child" means a person under the age of 18 years.

"Reportable Conduct" as defined in the *Ombudsman Act 1974* means:

- (a) Any sexual offence, or sexual misconduct, committed against, with or in the presence of a child (including a child pornography offence), or

- (b) Any assault, ill treatment or neglect of a child, or
- (c) any behaviour that causes psychological harm to a child,

whether or not, in any case, with the consent of the child.

"Exempt Allegation" means an allegation to which one or more of the exemptions to reportable conduct pursuant to the *Ombudsman Act 1974* applies. These exemptions are:

- (a) conduct that is reasonable for the purpose of the discipline, management or care of children, having regard to the age, maturity, health or other characteristics of the children and to any relevant codes of conduct or professional standards, or
- (b) the use of physical force that, in all the circumstances, is trivial and negligible, but only if the matter is to be investigated and the result of the investigation recorded under workplace employment procedures, or
- (c) conduct of a class or kind exempted from being reportable conduct by the Ombudsman under section 25CA of the *Ombudsman Act 1974*.

"Reportable allegation" means an allegation of reportable conduct against an employee or an allegation of misconduct that may involve reportable conduct.

18.2 Natural Justice to employees in dealing with reportable allegations and exempt allegations

An employee, against whom a reportable allegation or an exempt allegation has been made in the course of employment, is to be informed by his or her employer (or the person delegated by his or her employer to do so) of the reportable allegation or exempt allegation made against them and be given:

- (a) an opportunity to respond to the reportable allegation or exempt allegation; and
- (b) sufficient information to enable them to respond to the matters alleged against him/her. He or she must be given full details unless the Police or other government agency involved in the investigation of the matters alleged against the employee, have otherwise directed the employer not to do so.

Where an interview is required, the employee shall be advised in advance of the general purpose of any interview relevant to the reportable allegation or exempt allegation the names and positions of persons who will be attending the interview; the right to be advised of an entitlement to be accompanied by a person of the employee's choice (a witness), and sufficient notice of the proposed meeting time to allow such witness to attend. Such witness may be a union representative.

18.3 Access to files

- (a) Such employee is to be informed by his or her employer of the location of any files that the employer holds relating to the employee, concerning a reportable allegation or an exempt allegation made against the employee.
- (b) The employee may, subject to giving reasonable notice, have the right to inspect such files held by the employer.
- (c) The employer may restrict or withhold access to any such file, or part of a file, where the employer has reason to believe that the provision of access would either:
 - (i) compromise or put at risk the welfare or safety of a child who is the alleged victim or subject of the reportable allegation or exempt allegation, or

- (ii) contravene any statutory provision, or guideline or policy directive of a government authority or agency, in relation to the reporting or investigation, including police criminal investigation, of any reportable allegation or exempt allegations, or
- (iii) prevent the employer from conducting or completing the investigation or reporting of the details of a reportable allegation or an exempt allegation against an employee, in compliance with any statutory deadline.

18.4 Additional Documentation from Employee

- (a) An employee against whom a reportable allegation or an exempt allegation has been made may submit to his or her employer documentation, in response to the matters alleged against him or her.
- (b) The employer must place such documentation on the file held by the employer concerning the reportable allegation or exempt allegation made against the employee.

18.5 Confidentiality of documents and files

- (a) The employer must implement procedures to safeguard the confidentiality of any file held by the employer concerning any reportable allegation or exempt allegations made against an employee.

19. Suspension

Notwithstanding any of the provisions in this award, an employer may suspend a teacher with or without pay while considering any matter which in the view of the employer could lead to the teacher's summary dismissal. Suspension without pay shall not be implemented by the employer without prior discussion with the teacher and shall not, except with the teacher's consent, exceed a period of four weeks.

20. Disputes Procedure

The objective of these procedures is the avoidance or resolution of industrial disputation, arising under this award by measures based on consultation, co-operation and negotiation.

- 20.1 Without prejudice to other party, the parties shall ensure the continuation of work in accordance with this award and custom and practice in the workplace.
- 20.2 In the event of any matter arising which is of concern or interest, the teacher shall discuss this matter with the Principal or his or her nominee.
- 20.3 If the matter is not resolved at this level, the teacher may refer this matter to the union representative in the workplace, who will discuss the matter with the Principal or his or her nominee.
- 20.4 If the matter remains unresolved, it shall be referred to the General Secretary of the union or his or her nominee and the nominee of the employer for discussion and appropriate action. The nominee of the employer may request assistance from the Catholic Commission for Employment Relations.
- 20.5 If this matter cannot be resolved at this level it may be referred to the Industrial Relations Commission of New South Wales.
- 20.6 Nothing contained in this procedure shall prevent the General Secretary of the union or his or her nominee or the nominee of the employer from entering into negotiations at any level, either at the request of a member or on his or her own initiative in respect of matters in dispute should such action be considered conducive to achieving resolution of the dispute.

21. No Extra Claims

- 21.1 It is a term of this award that the union will not make or pursue any extra award claims for improvements in wages or other terms and conditions of employment -

- (a) for List C and List D employers until 31 December 2008;
- (b) for List B employers, until 1 February 2009 and
- (c) for List A employers, until 1 February 2009.

22.2 The parties agree that the wage increases provided for in this award are in lieu of any improvements in wages provided for under any decision of the Industrial Relations Commission of New South Wales (including any State Wage Case decision) handed down prior to or during the nominal term of this award and until the dates prescribed in subclause 22.1 for the respective employers and no claim can be made for such increases.

22. Area Incidence and Duration

- 22.1 This award replaces and rescinds the Teachers (Catholic Independent Schools) (State) Award 2004, published 18th March 2005, (349 I.G.395), as varied.
- 22.2 It shall apply to all teachers and teacher/librarians employed in any recognised Catholic school or special school registered under the provisions of the *Education Act* 1990 including the following:

Berne Education Centre, Lewisham
 Boys' Town, Engadine
 Brigidine College, St Ives
 Christian Brothers High School, Lewisham
 Edmund Rice College, Wollongong
 Holy Saviour School, Greenacre
 Mater Dei
 Mt St Benedict College, Pennant Hills
 Mt St Joseph Milperra Ltd
 Oakhill College, Castle Hill
 Our Lady of Lebanon College, Harris Park
 Our Lady of Mercy College, Parramatta
 Red Bend Catholic College, Forbes
 Santa Sabina College, Strathfield
 St Augustine's College, Brookvale
 St Charbel's College, Punchbowl
 St Clare's College, Waverley
 St Dominic's College, Penrith
 St Edmund's School, Wahroonga
 St Edward's College, East Gosford
 St Gabriel's School, Castle Hill
 St Gregory's Armenian College, Rouse Hill
 St Gregory's College, Campbelltown
 St Joseph's College, Hunters Hill
 St Lucy's School, Wahroonga
 St Maroun's College, Dulwich Hill
 St Patrick's College, Campbelltown
 St Patrick's College, Strathfield
 St Paul's International College, Moss Vale
 St Pius X College, Chatswood
 St Scholastica's College, Glebe
 Trinity Catholic College, Lismore
 Waverley College, Waverley

and excluding Catholic schools operated by the Archdioceses of Canberra-Goulburn or Sydney or the Dioceses of Armidale, Bathurst, Broken Bay, Lismore, Maitland-Newcastle, Parramatta, Wagga Wagga, Wilcannia-Forbes or Wollongong and excluding Catholic schools covered by the Teachers (Independent Schools) (State) Award 2004 published 17 June 2005 at (351 IG 872).

Provided further that the award shall not apply to the following persons:

- (a) teachers of music or other individual arts who are remunerated on an individual fee basis;
- (b) members of a recognised religious order and/or Clerks in Holy Orders, and/or Ministers of Religion; provided that application may be made on behalf of any such member to be included within the scope of this award;
- (c) employees within the jurisdiction of the Independent Schools and Colleges, General Non-teaching Staff &c. (State) Industrial Committee and the Kindergartens &c. (State) Industrial Committee;
- (d) persons employed in kindergartens, nursery schools or other pre-school centres licensed as child care centres under the *Children (Care and Protection) Act 1987*.

22.3 It shall take effect from 1 January 2006 and remain in force until 31 December 2008.

PART B

MONETARY RATES

Table 1A - Annual Salary

Step	Annual Salary from the first full pay period on or after 1 February 2006 (3%) \$	Annual Salary from the first full pay period on or after 1 July 2006 (2%) \$	Annual Salary from the first full pay period on or after 1 February 2007 (3% Steps 1 to12, 4.5% Step 13 and 4% ST1) \$	Annual Salary from the first full pay period on or after 1 February 2008 (3% Steps 1 to12, 4% Step13 and 4% ST1) \$
1	38,672	39,445	40,628	41,847
2	41,182	42,006	43,266	44,564
3	43,923	44,801	46,145	47,529
4	46,201	47,125	48,539	49,995
5	48,710	49,684	51,175	52,710
6	51,223	52,247	53,814	55,428
7	53,729	54,804	56,448	58,141
8	56,242	57,367	59,088	60,861
9	58,748	59,923	61,721	63,573
10	61,261	62,486	64,361	66,292
11	63,771	65,046	66,997	69,007
12	66,283	67,609	69,637	71,726
13	68,792	70,168	73,326	76,259
Senior Teacher Level 1	70,967	72,386	75,281	78,292

This table applies to teachers employed by St Clare's College, Waverley.

Table 1B - Annual Salary

Step	Annual Salary from the first full pay period on or after 1 February 2006 (2.5%) \$	Annual Salary from the first full pay period on or after 1 July 2006 (2%) \$	Annual Salary from the first full pay period on or after 1 February 2007 (3% Steps 1 to 12, 4.5% Step 13 and 4% ST1) \$	Annual Salary from the first full pay period on or after 1 February 2008 (3% Steps 1 to 12, 4% Step 13 and 4% ST1) \$
1	38,544	39,315	40,494	41,709
2	41,043	41,864	43,120	44,414
3	43,776	44,652	45,992	47,372
4	46,047	46,968	48,377	49,828
5	48,548	49,519	51,005	52,535
6	51,048	52,069	53,631	55,240
7	53,550	54,621	56,260	57,948
8	56,054	57,175	58,890	60,657
9	58,553	59,724	61,516	63,361
10	61,056	62,277	64,145	66,069
11	63,557	64,828	66,773	68,776
12	66,058	67,379	69,400	71,482
13	68,560	69,931	73,078	76,001
Senior Teacher Level 1	70,725	72,140	75,026	78,027

This table applies to teachers employed by Brigidine College, St Ives; Our Lady of Mercy College, Parramatta and Santa Sabina College, Strathfield.

Table 1C - Annual Salary

Step	Effective from first full pay period on or after 1 January 2006 (3% Steps 1 to 12, 4.5% Step 13 and 4% ST1) \$	Effective from first full pay period on or after 1 January 2007 (3% Steps 1 to 12, 4.5% Step 13 and 4% ST1) \$	Effective from first full pay period on or after 1 January 2008 (3% Steps 1 to 12, 4% Step 13 and 4% ST1)
1	37,999	39,139	40,313
2	40,467	41,681	42,931
3	43,162	44,457	45,791
4	45,397	46,759	48,162
5	47,866	49,302	50,781
6	50,330	51,840	53,395
7	52,798	54,382	56,013
8	55,266	56,924	58,632
9	57,727	59,459	61,243
10	60,198	62,004	63,864
11	62,664	64,544	66,480
12	65,126	67,080	69,092
13	68,580	71,666	74,533
Senior Teacher Level 1	70,408	73,224	76,153

This table applies to teachers employed in schools operated by the Trustees of the Christian Brothers, that is Christian Brothers High School, Lewisham; Edmund Rice College, Wollongong; St Dominic's College, Penrith; St Edmund's School, Wahroonga; St Edward's College, East Gosford; St Gabriel's School for Hearing

Impaired Children, Castle Hill; St Patrick's College, Strathfield; St Pius X College, Chatswood; Waverley College, Waverley.

Table 1D - Annual Salary

Step	Effective from first full pay period on or after 1 January 2006 (3% Steps 1 to 12, 4.5% Step 13, and 4% ST1) \$	Effective from first full pay period on or after 1 January 2007 (3% Steps 1 to 12, 4.5% Step 13, and 4% ST1) \$	Effective from first full pay period on or after 1 January 2008 (3% Steps 1 to 12, 4% Step 13, and 4% ST1) \$
1	36,936	38,044	39,185
2	40,259	41,467	42,711
3	42,943	44,231	45,558
4	45,167	46,522	47,918
5	47,621	49,050	50,522
6	50,072	51,574	53,121
7	52,527	54,103	55,726
8	54,983	56,632	58,331
9	57,435	59,158	60,933
10	59,888	61,685	63,536
11	62,341	64,211	66,137
12	64,798	66,742	68,744
13	69,334	72,454	75,352
Senior Teacher Level 1*	70,375	73,190	76,118

* Applies to Mt St Benedict College, Pennant Hills; St Augustine's College, Brookvale; St Gregory's College, Campbelltown and St Scholastica's College, Glebe only.

This table applies to teachers employed by employers in List D in paragraph (a) of sub clause 4.1 of clause 4, Salary and related matters - that is all employers covered by this award (excluding Brigidine College, St Ives; St Clare's College, Waverley; Our Lady of Mercy College, Parramatta; Santa Sabina College, Strathfield; and schools operated by the Trustees of the Christian Brothers.)

Table 2A - Co-ordinator & Assistant Principal Allowances

	Annual Allowances from the first full pay period on or after 1 February 2006 (3%) \$	Annual Allowances from the first full pay period on or after 1 July 2006 (2%) \$	Annual Allowances from the first full pay period on or after 1 February 2007 (4%) \$	Annual Allowances from the first full pay period on or after 1 February 2008 (4%) \$
Senior Teacher Level 2	5,693	5,807	6,039	6,281
Co-ordinator 1	5,693	5,807	6,039	6,281
Co-ordinator 2	11,385	11,613	12,078	12,561
Co-ordinator 3	17,077	17,419	18,116	18,841
Assistant Principal - Secondary				
Enrolment				
201-300	20,426	20,835	21,668	22,535
301-600	22,636	23,089	24,013	24,974
601-900	24,844	25,341	26,355	27,409
901+	27,049	27,590	28,694	29,842

Assistant Principal - Primary				
Enrolment				
201-250	16,321	16,647	17,313	18,006
251-400	18,323	18,689	19,437	20,214
401-600	20,426	20,835	21,668	22,535
601-800	22,636	23,089	24,013	24,974
801+	24,844	25,341	26,355	27,409

This table applies to teachers employed by St Clare's College, Waverley.

Table 2B- Co-ordinator & Assistant Principal Allowances

	Annual Allowances from the first full pay period on or after 1 February 2006 (2.5%) \$	Annual Allowances from the first full pay period on or after 1 July 2006 (2%) \$	Annual Allowances from the first full pay period on or after 1 February 2007 (4%) \$	Annual Allowances from the first full pay period on or after 1 February 2008 (4%) \$
Senior Teacher Level 2	5,665	5,778	6,009	6,250
Co-ordinator 1	5,665	5,778	6,009	6,250
Co-ordinator 2	11,329	11,556	12,018	12,499
Co-ordinator 3	16,995	17,335	18,028	18,749
Assistant Principal - Secondary department				
Enrolment at previous year's census date				
201-300	20,327	20,734	21,563	22,426
301-600	22,526	22,977	23,896	24,852
601-900	24,723	25,217	26,226	27,275
901+	26,918	27,456	28,554	29,696
Assistant Principal - Primary department				
Enrolment at previous year's census date				
101-250	16,242	16,567	17,230	17,919
251-400	18,234	18,599	19,343	20,117
401-600	20,327	20,734	21,563	22,426
601-800	22,526	22,977	23,896	24,852
801+	24,723	25,217	26,226	27,275

This table applies to teachers employed by Brigidine College, St Ives; Our Lady of Mercy College, Parramatta and Santa Sabina College, Strathfield.

Table 2C - Co-ordinator & Assistant Principal Allowances

	Effective from first full pay period on or after 1 January 2006* \$	Effective from first full pay period on or after 1 January 2007* \$	Effective from first full pay period on or after 1 January 2008* \$
Senior Teacher Level 2	5,582	5,632	5,857
Co-ordinator 1	5,582	5,632	5,857
Co-ordinator 2	11,163	11,263	11,714
Co-ordinator 3	16,745	16,895	17,571

Assistant Principal - Secondary			
Enrolment			
201-300	20,721	21,550	22,412
301-600	22,964	23,883	24,838
601-900	25,203	26,211	27,259
901+	27,441	28,539	29,681
Assistant Principal - Primary			
Enrolment			
101-250	16,553	17,215	17,904
251-400	18,585	19,329	20,102
401-600	20,721	21,550	22,412
601-800	22,964	23,883	24,838
801+	25,203	26,211	27,259

* Calculated as the required increase in the allowance necessary to provide an increase of 4% in total salary for a teacher classified as Senior Teacher 1 holding a Coordinator 2 position (the other Coordinator allowances are calculated in proportion to the Coordinator 2 allowance) or Assistant Principal position.

This table applies to teachers employed in schools operated by the Trustees of the Christian Brothers, that is Christian Brothers High School, Lewisham; Edmund Rice College, Wollongong; St Dominic's College, Penrith; St Edward's College, East Gosford; St Edmund's School, Wahroonga; St Gabriel's School for Hearing Impaired Children, Castle Hill; St Patrick's College, Strathfield; St Pius X College, Chatswood; Waverley College, Waverley.

Table 2D (i) - Co-ordinator & Assistant Principal Allowances

Position	Effective from first full pay period on or after 1 January 2006* \$	Effective from first full pay period on or after 1 January 2007* \$	Effective from first full pay period on or after 1 January 2008* \$
Senior Teacher 2	5,582	5,632	5,857
Co-ordinator 1	5,582	5,632	5,857
Co-ordinator 2	11,163	11,263	11,714
Co-ordinator 3	16,745	16,895	17,571
Assistant Principal - Secondary			
Enrolment in Secondary Department at previous year's census date.			
201-300	20,292	20,757	21,587
301-600	22,524	23,078	24,001
601-900	24,753	25,396	26,412
901-1200	26,979	27,712	28,281
1201- 1500	29,211	30,033	31,235
Assistant Principal - Primary			
Enrolment in Primary Department at previous year's census date.			
101-250	16,148	16,447	17,105
251-400	18,168	18,548	19,290
401-600	20,292	20,757	21,587
601-800	22,524	23,078	24,001
801+	24,753	25,396	26,412
Assistant Principal - ST1			
Allowance**	1,374	1,429	1,486

*Calculated as the required increase in the allowance necessary to provide an increase of 4% in total salary for a teacher on Step 13 holding a Coordinator 2 position (the other Coordinator allowances are calculated in proportion to the Coordinator 2 allowance) or Assistant Principal position

**This allowance does not apply to Mt St Benedict College, Pennant Hills; St Augustine's College, Brookvale; St Gregory's College, Campbelltown or St Scholastica's College, Glebe.

This table applies to teachers employed by employers in List D in paragraph (a) of subclause 4.1 of clause 4, Salaries and Related Matters - that is, all employers covered by this award excluding Brigidine College, St Ives; St Clare's College, Waverley; Our Lady of Mercy College, Parramatta; Santa Sabina College Strathfield and schools operated by the Trustees of the Christian Brothers. Provided however that this table does not apply to the Assistant Principals of Our Lady of Lebanon College, Harris Park and Oakhill College, Castle Hill.

Assistant Principals salaries for Our Lady of Lebanon College Harris Park and Oakhill College Castle Hill are set out in the following table.

Table 2D (ii)- Salary for Assistant Principals at Oakhill College, Castle Hill and Our Lady of Lebanon, Harris Park

	Effective from first full pay period on or after 1 January 2006 (4%) \$	Effective from first full pay period on or after 1 January 2007 (4%) \$	Effective from first full pay period on or after 1 January 2008 (4%) \$
PRIMARY SCHOOLS			
101-250	86,856	90,330	93,943
251-400	88,875	92,430	96,127
401-600	91,000	94,640	98,426
601-800	93,231	96,960	100,838
801+	95,460	99,278	103,249
SECONDARY SCHOOLS			
201-300	91,000	94,640	98,426
301-600	93,231	96,960	100,838
601-900	95,460	99,278	103,249
900-1200	97,686	101,593	105,657
1201-1500	99,918	103,915	108,072
1501+	103,011	107,131	111,416

Table 3 - Other Rates

Item No.	Brief Description	Effective from first full pay period on or after 1 January 2006 (4%) \$	Effective from first full pay period on or after 1 January 2007 (4%) \$	Effective from first full pay period on or after 1 January 2008 (4%) \$
1	(i) Full-time Teacher teaching classes of children with a disability (ii) Part-time or Casual Teachers teaching classes of children with a disability	2,087 per annum 10.23 per day	2,170 per annum 10.64 per day	2,257 per annum 11.07 per day
2	Principal Teachers of school for children with a disability for each Teacher supervised	327 per annum per teacher	340 per annum per teacher	354 per annum per teacher
3	Maximum payment per annum under Item 2	1,696 per annum	1,764 per annum	1,835 per annum
4	Own car allowance where use authorised by the school	0.60 per km	0.60 per km	0.60 per km

ANNEXURE A

TEACHER CLASSIFICATIONS AND TEACHER-LIBRARIANS

1. TEACHER CLASSIFICATIONS

This Annexure contains more detail concerning qualifications equivalent to those specified for classifications in clause 2, Definitions, of this award.

- (a) Four Years Trained Teacher includes a teacher with the following equivalent qualifications:
 - (i) A teacher who has satisfactorily completed a four years' training course at Sydney Teachers' College and the New South Wales Conservatorium of Music; or
 - (ii) A teacher who has satisfactorily completed a four years' diploma of Art course that incorporates the equivalent of a one year's full-time course in teacher education at a recognised higher education institution; or
 - (iii) A teacher, who in addition to satisfying the requirements for classification as a Three Years Trained Teacher, has satisfactorily completed a two-semester course of training for teacher-librarians conducted by a recognised higher education institution; or
 - (iv) A teacher, who in addition to being a graduate, has completed a two-semester course of training for teacher-librarians conducted by a recognised higher education institution; or
 - (v) A teacher, who in addition to being a graduate, is eligible for Associate (Professional) Membership of the Library Association of Australia.
- (b) Three Years Trained Teacher includes a teacher with the following equivalent qualifications:
 - (i) A Two Years Trained Teacher who, in addition, has satisfactorily completed the two semester course of training for teacher-librarians conducted by a recognised higher education institution; or
 - (ii) A teacher who is a Three Years Conditionally Classified Teacher, who in addition to the qualifications necessary to gain a Three Years Conditionally Classified status, has satisfactorily completed a two-semester course of training for teacher-librarians conducted by a recognised higher education institution; or
 - (iii) A teacher employed as a teacher-librarian who is eligible for Associate (Professional) Membership of the Library Association of Australia, but is not a graduate.
- (c) Two Years Trained Teacher includes a teacher with the following equivalent qualifications:
 - (i) A teacher who is a Two Years Conditionally Classified Teacher who in addition to the qualifications necessary for Two Years Conditionally Classified status, has satisfactorily completed a two-semester course of training for teacher-librarians conducted by a recognised higher education institution; or
 - (ii) A teacher who was classified as a One Year Trained Teacher prior to the introduction of this award and who in addition to the qualifications necessary for that classification, has satisfactorily completed a two-semester course of training for teacher-librarians conducted by a recognised higher education institution

2. TEACHER-LIBRARIANS

The role description of a Teacher-Librarian is as follows:

A Teacher-Librarian, where appointed in a school, is a member of the school's professional staff and is responsible to the principal for:

- (a) participating in the teaching of information literacy in the context of the total curriculum; and
- (b) assisting in the management of the school's information resources and services to facilitate learning/teaching.

This framework for the role of the Teacher-Librarian is necessarily broad and recognises that each role is significantly shaped by local needs and circumstances. It aims to identify the key accountabilities in the role but does not seek to nominate specific strategies for their implementation. It is the responsibility of each Principal to identify and document these for a given school.

THE ROLE DESCRIPTION WHICH IS DEVELOPED AT EACH SCHOOL SHOULD:

promote the role of Teacher-Librarian within the school facilitate effective and valid appraisal

assist in establishing a professional development agenda for the Teacher Librarian

KEY ACCOUNTABILITIES

WITHIN THE SCHOOL THE TEACHER-LIBRARIAN IS EXPECTED TO:

show a commitment to the Church's mission in Catholic education

have a professional involvement in the learning and teaching program of the school by collaborating with teachers in curriculum development, implementation and development

initiate and co-operate in programs to ensure students become discerning users of information to enable them to achieve the learning outcomes specified in the school's education programs

play a role in the whole schools information technology program
provide experiences to encourage reading, literacy, and information usage

develop, organise and manage information resources which meet the educational, cultural and recreational needs of students and the professional needs of teachers

facilitate access to external sources of information

take responsibility for library management

participate in activities which support the development of the school community

ANNEXURE B

PORTABILITY OF SICK LEAVE

Part to be completed by teacher:

Name of Teacher:

Name of former Catholic Employer:

I, _____ was formerly employed by _____
 (Name of Teacher) (Name of former Catholic Employer)

as a teacher from _____ to _____
 (Date) (Date)

I commenced as a Teacher with the Former Catholic Employer on _____
 (Date)

Signature of Teacher Date

Part to be completed by former Catholic Employer:

_____ was employed by the employer as a Teacher
 (Name of Teacher)

and ceased work on _____
 (Date)

At that time, untaken sick leave with the Employer over the proceeding _____ years of continuous service is as follows:

_____ (Date)

SET OUT RECORD

e.g.:

Last year of employment	Sick Days
Year 2 accumulation	Sick Days
Year 3 accumulation	Sick Days
Year 4 accumulation	Sick Days
Year 5 accumulation	Sick Days
Year 6 accumulation	Sick Days

 Signature of Employer

 Date

F. L. WRIGHT *J, President.*

Printed by the authority of the Industrial Registrar.
(505)

SERIAL C4547

CROWN EMPLOYEES (SATURDAY SCHOOL OF COMMUNITY LANGUAGES) AWARD 2006

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

Application by New South Wales Independent Education Union, Industrial Organisation of Employees.

(No. IRC 1049 of 2006)

Before The Honourable Justice Schmidt

9 March 2006

AWARD

PART A

1. Arrangement

PART A

Clause No.	Subject Matter
1.	Arrangement
2.	Definitions
3.	Employment Jurisdiction
4.	Recruitment and Appointment
5.	Allocation to Centres and Classes
6.	Duties as Directed
7.	Remuneration
8.	Travel Expenses
9.	Training and Development
10.	Recognition of Service
11.	Anti-Discrimination
12.	Parental Leave and Other Entitlements
13.	Dispute Resolution Procedures
14.	No Further Claims
15.	Goods and Services Tax
16.	Deduction of Union Membership Fees
17.	Area, Incidence and Duration

PART B

MONETARY RATES

Table 1 - Remuneration

2. Definitions

- 2.1 "Assistant Supervisor" means an employee who assists the Supervisor and who acts in his/her capacity during the absence of the Supervisor.
- 2.2 "Centre" means a location at which language teaching and learning is conducted by the Saturday School of Community Languages.

- 2.3 "Conditionally Approved Saturday School Community Language Teacher" means an employee who is responsible as part of a team for the educational instruction of students in a Centre of the Saturday School of Community Languages whose approval to teach is conditional upon completion of the Saturday School Language Intensive Methodology Course or equivalent educational requirements as determined by the Director-General.
- 2.4 "Curriculum Co-ordinator" means an employee who assists the Centre Supervisor and the Principal, Saturday School of Community Languages in curriculum implementation; development of curriculum resources and provision of advice on language teaching methodology.
- 2.5 "Department" means the Department of Education and Training.
- 2.6 "Director of Curriculum Support" means the officer appointed by the Director-General to be responsible for the operation of the Curriculum Directorate of the Department.
- 2.6 "Director-General" means the Director-General of Education and Training.
- 2.7 "Employee" means a Saturday School Community Language Teacher, Conditionally Approved Saturday School Community Language Teacher, Curriculum Co-ordinator, Assistant Supervisor or Supervisor engaged at the Saturday School of Community Languages.
- 2.8 "Federation" means the New South Wales Teachers Federation.
- 2.9 "Industrial Relations Commission" means the Industrial Relations Commission of New South Wales established by the *Industrial Relations Act 1996*.
- 2.10 "Minister" means the Minister for Education and Training.
- 2.11 "Parties" means the Department and the Federation.
- 2.12 "Principal, Saturday School of Community Languages" means the officer appointed by the Director-General to be responsible for the operation of the Saturday School of Community Languages.
- 2.13 "Saturday School Community Language Teacher" means an employee responsible as part of a team for the educational instruction of students in a community language.
- 2.14 "Saturday School of Community Languages" means a multi-location facility established by the Department to provide an avenue for students of a particular community language background to pursue the study of that language which cannot otherwise be studied in the student's regular school.
- 2.15 "Supervisor" means an employee who co-ordinates a team of assistant supervisors, curriculum co-ordinators, teachers and clerical staff and is responsible for the educational and administrative leadership at an operating location of the Saturday School of Community Languages.

3. Employment Jurisdiction

- 3.1 The employment jurisdiction conferred upon the Minister by the *Constitution Act 1902* is intended by the parties to remain unaltered by anything contained in this Award.

4. Recruitment and Appointment

- 4.1 Employees covered by this award are engaged to teach in the Department's Saturday School of Community Languages.
- 4.2 Employees shall be appointed for specific periods as follows:
- 4.2.1 Supervisors, Assistant Supervisors, Curriculum Co-ordinators are appointed for a period of up to three school years subject to the provisions of subclause 4.3 of this clause; and

- 4.2.2 Saturday School Community Language Teachers and Conditionally Approved Saturday School Community Language Teachers are appointed for one school year subject to the provisions of subclause 4.3 of this clause.
- 4.3 Offers of appointment and continuing employment during periods of appointment shall be conditional on:
- 4.3.1 the Saturday School of Community Languages' ongoing need for the service provided; and
- 4.3.2 satisfactory performance of duties.
- 4.4 For employees who are employed in one engagement for one day per week for two terms or more, satisfactory performance of duties shall be appraised by annual review which may, where appropriate, and in paid time, be supported by:
- (i) conferences between the employee and principal or nominee;
- (ii) observations of educational programs;
- (iii) review of documentation such as lesson planning, lesson materials and student work, plans, evaluations and reports.
- 4.5 In implementing the annual review the following shall be taken into account:
- (i) the level of experience of the employee (so that less experienced employees are given greater attention); and
- (ii) the particular circumstances of the centre.
- 4.6 The annual review shall be supported by way of a new teacher assessment and review schedule which will be negotiated by the parties.
- 4.7 Appointments shall be made on merit and shall be subject to the qualification requirements as specified in subclauses 4.8, 4.9 and 4.10 of this clause.
- 4.8 Persons appointed as Saturday School Community Language Teachers, Conditionally Approved Saturday School Community Language Teachers, Curriculum Co-ordinators, Assistant Supervisors and Supervisors are required to possess appropriate qualifications or experience as determined by the Director-General following consultation with the Teachers Federation.
- 4.9 Saturday School Community Language Teachers are required to possess either a teaching qualification or a language teaching methodology qualification (eg the Saturday School Language Intensive Methodology Course).
- 4.10 Conditionally Approved Saturday School Community Language Teachers are required to complete an appropriate languages methodology course as determined by the Director-General following consultation with the Teachers Federation, during their period of employment. Payment for participation in the course shall be in accordance with subclause 9.4 of clause 9, Training and Development.

5. Allocation to Centres and Classes

- 5.1 Allocation of employees to Centres and classes shall be the responsibility of the Principal, Saturday School of Community Languages. The Principal shall consider the following matters in the allocation to Centres and classes:

Continuity of educational programs;

Distance travelled from home to centre;

Curriculum needs of the centre.

6. Duties as Directed

- 6.1 The Director-General, his/her delegate, nominee or representative may direct an employee to carry out such duties as are within the limits of the employee's skill, competence and training consistent with the classifications covered by the award and provided that such duties are not designed to promote de-skilling.
- 6.2 The Director-General may direct an employee to carry out such duties and use such tools, materials and equipment as may be required, provided that the employee has been properly trained in the use of such tools, materials and equipment.
- 6.3 Any directions issued by the Director-General pursuant to subclauses 6.1 and 6.2 of this clause shall be consistent with the Director-General's responsibility to provide a safe and healthy working environment.

7. Remuneration

- 7.1 Rates of pay shall be paid in accordance with Part B, Table 1. The rates of pay for employees are as set out in Table 1 - Remuneration, of Part B, Monetary Rates.
- 7.2 Subject to clause 8, Travel Expenses, the above rates of pay are fully inclusive rates which incorporate remuneration for all terms and conditions of employment.
- 7.3 Supervisors, Assistant Supervisors and Curriculum Coordinators shall be paid no less than the Saturday sessional rates as prescribed in the said Table 1 for administrative, supervisory and curriculum coordination work undertaken at a Centre. Saturday sessional rates include payment for incidental work such as securing premises and resources, peak time administrative duties, irregular consultations with students, parents and staff, and the parent/teacher meetings and presentation days as set down in the Saturday School calendar.
- 7.4 Sessional work on a Saturday for Supervisors, Assistant Supervisors and Curriculum Co-ordinators shall be of four hours duration, unless otherwise determined by the Principal, Saturday School of Community Languages in consultation with the employee and with due notice and shall be remunerated at the sessional rates prescribed in Table 1 of Part B, Monetary Rates.
- 7.5 Where a Supervisor, Assistant Supervisor or Curriculum Coordinator is required by the Principal, Saturday School of Community Languages to work at a Centre, hours additional to the four sessional hours specified in subclause 7.4 of this clause, including regular additional hours to meet the ongoing needs of particular Centres, remuneration for these hours shall be paid at the hourly rates prescribed in Table 1 for each additional hour that they are required to work. Periods of less than one hour shall be remunerated in intervals of 30 minutes or part thereof.
- 7.6 Saturday School Community Language Teachers and Conditionally Approved Saturday School Community Language Teachers shall be paid the hourly rates of pay prescribed in Table 1. The approved paid hours for these classifications of teachers shall be as follows:
 - 7.6.1 Year 7 - 10 classes - 2.75 hours per week
 - 7.6.2 Years 11 - 12 Continuers and Background Speakers course classes - 3.75 hours per week
 - 7.6.3 Year 12 Extension course classes - an additional one hour per week.
- 7.7 For a Saturday School Community Language Teacher or Conditionally Approved Saturday School Community Language Teacher to be entitled to payment for hours in addition to those prescribed in subclause 7.6 of this clause, prior approval to work the additional hours must be obtained from the Principal, Saturday School of Community Languages. Additional hours shall be remunerated at the

hourly rates prescribed in Table 1. Periods of less than one hour shall be remunerated in intervals of 30 minutes or part thereof.

- 7.8 Saturday School Community Language Teachers and Conditionally Approved Saturday School Community Language Teachers approved paid hours as prescribed in subclause 7.6 include 0.5 hours preparation time and 0.25 hours playground duty.
- 7.9 During the 0.5 hours preparation time Saturday School Community Language Teachers and Conditionally Approved Saturday School Community Language Teachers may be required to be present at their Centres, if considered necessary by the Supervisor, for consultation with staff, students and/or parents.

8. Travel Expenses

- 8.1 Where an employee is required and authorised to travel in the performance of their duties, reimbursement for travel expenses shall be paid in accordance with the provisions applying to other Departmental teachers.
- 8.2 Employees are not regarded as teachers timetabled to teach in more than one school when determining reimbursement for travel expenses.

9. Training and Development

- 9.1 The Department confirms its commitment to training and development for employees and shall provide appropriate training and development opportunities to meet this commitment within the context of the needs and priorities of the Saturday School of Community Languages. The Department has an expectation that employees shall attend appropriate staff development and curriculum co-ordination activities. The appropriateness of the activities shall be determined by the Principal, Saturday School of Community Languages in consultation with Supervisors.
- 9.2 Employees recognise the importance of maintaining and updating their skills for the benefit of the students of the Saturday School of Community Languages.
- 9.3 Approved attendance at training and development courses and staff development and curriculum co-ordination activities shall be remunerated as additional hours in accordance with subclauses 7.5 or 7.7 of clause 7, Remuneration.
- 9.4 Conditionally Approved Saturday School Community Language Teachers shall have the opportunity to undertake an appropriate language methodology course as determined by the Director-General following consultation with the Teachers Federation. Any time spent on workshop components of such a course up to a maximum of fifty-five hours shall be paid. Time spent on any workshop components of an appropriate language methodology course as determined by the Director-General shall be paid at the hourly rate prescribed for Conditionally Approved Saturday School Community Language Teachers as set out in Table 1 - Remuneration of Part B, Monetary Rates. Such payment shall be made for each workshop attended. Payment shall be made at the conclusion of the course.

10. Recognition of Service

- 10.1 Employees holding a Departmental approval to teach in regular government schools in New South Wales, not otherwise permanently employed by the Department, shall have service at the Saturday School of Community Languages from 4 August 1995 recognised as service with the Department, on the basis that each six approved paid hours at the Saturday School of Community Languages, pursuant to clause 7, Remuneration shall be equivalent to one day of service.
- 10.2 Employees holding a Departmental approval to teach in regular government schools in NSW but not otherwise permanently employed by the Department shall have service at the Saturday School of Community Languages from 4 August 1995 recognised for the purposes of incremental progression on permanent appointment to the Department.

11. Anti-Discrimination

- 11.1 It is the intention of the parties bound by this award to seek to achieve the object in section 3(f) of the *Industrial Relations Act 1996* to prevent and eliminate discrimination in the workplace. This includes discrimination on the grounds of race, sex, marital status, disability, homosexuality, transgender identity, age and responsibilities as a carer.
- 11.2 It follows that in fulfilling their obligations under the dispute resolution procedures 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 shall 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.
- 11.3 Under the *Anti-Discrimination Act 1977*, it is unlawful to victimise an employee because the employee has made or may make or has been involved in a complaint of unlawful discrimination or harassment.
- 11.4 Nothing in this clause is to be taken to affect:
- 11.4.1 any conduct or act which is specifically exempted from anti-discrimination legislation;
- 11.4.2 offering or providing junior rates of pay to persons under 21 years of age;
- 11.4.3 any act of practice of a body established to propagate religion which is exempted under section 56(d) of the *Anti-Discrimination Act 1997*;
- 11.4.4 a party to this award from pursuing matters of unlawful discrimination in any state or federal jurisdiction.
- 11.5 This clause does not create legal rights or obligations in addition to those imposed upon the parties by the legislation referred to in this clause.

12. Parental Leave and Other Entitlements

- 12.1 Employees will be entitled to unpaid parental leave under Chapter 2, Part 4, Division 1, Section 54 Entitlement to Unpaid Parental leave, *Industrial Relations Act 1996*, if they meet the definition of a regular casual employee (see section 53(2) of the *Industrial Relations Act 1996*). The following provisions shall also apply in addition to those set out in the *Industrial Relations Act 1996* (NSW).
- 12.4.1 The Director-General must not fail to re-engage an employee who meets the definition of a regular casual employee 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 the Director-General in relation to engagement and re-engagement of employees are not affected, other than in accordance with this clause.

12.2 Personal Carers Entitlements

- 12.2.1 Employees are entitled to not be available to attend work, or to leave work if they need to care for a family member described in 12.4.2 below who is sick and requires care and support, or who requires care due to an unexpected emergency, or the birth of a child. This entitlement is subject to the evidentiary requirements set out below in 12.2.4, and the notice requirements set out in 12.2.5.

12.2.2 The Director-General 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 employee is not entitled to any payment for the period of non-attendance.

12.2.3 The Director-General must not fail to re-engage an employee because the employee accessed the entitlements provided for in this clause. The rights of the Director-General to engage or not to engage a employee are otherwise not affected.

12.2.4 The employee shall, if required,

- (i) establish either by production of a medical certificate or statutory declaration, the illness of the person concerned and that the illness is such as to require care by another person, or
- (ii) establish by production of documentation acceptable to the Director-General 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 employee must not take carer's leave under this subclause where another person had taken leave to care for the same person.

12.2.5 The employee must, as soon as reasonably practicable and during the ordinary hours of the first day of such absence, inform the Director-General of their inability to attend for duty. If it is not reasonably practicable to inform the Director-General during the ordinary hours of the first day of such absence, the employee will inform the Director-General within 24 hours of the absence.

12.3 Bereavement entitlements

12.3.1 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 Director-General).

12.3.2 The Director-General 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 employee is not entitled to any payment for the period of non-attendance.

12.3.3 The Director-General must not fail to re-engage a employee because the employee accessed the entitlements provided for in this clause. The rights of the Director-General to engage or not to engage a employee are otherwise not affected.

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

12.4 The entitlement in accordance with this clause is subject to:

12.4.1 the employee being responsible for the care and support of the person concerned; and

12.4.2 the person concerned being:

- (i) a spouse of the employee; or
- (ii) a de facto 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

- (iii) a child or an adult child (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
- (iv) a same sex partner who lives with the employee as the de facto partner of that employee on a bona fide domestic basis; or
- (v) a relative of the employee who is a member of the same household where, for the purposes of this 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.

13. Dispute Resolution Procedures

- 13.1 Subject to the provisions of the *Industrial Relations Act* 1996, should any dispute, question or difficulty about an industrial matter arise then the following procedures shall apply:

13.1.1 Should any dispute (including a question or difficulty) arise as to matters occurring in a particular workplace, then the employee and/or the Federation's workplace representative shall raise the matter with the appropriate Principal or Supervisor as soon as practicable.

13.1.2 The Principal or Supervisor shall discuss the matter with the employee and/or the Federation's workplace representative within two working days with a view to resolving the matter or by negotiating an agreed method and time frame for proceeding.

13.1.3 Should the above procedure be unsuccessful in producing resolution of the dispute or should the matter be of a nature which involves multiple workplaces, then the employee and/or the Federation may raise the matter with an appropriate officer of the Department with a view to resolving the dispute, or by negotiating an agreed method and time frame for proceeding.

13.1.4 Where the above procedures in subparagraph 12.1.3 do not lead to a resolution of the dispute, the matter shall be referred to the General Manager, Industrial Relations and Employment Services of the Department and the General Secretary of the Federation. They or their nominees shall discuss the dispute with a view to resolving the matter or negotiating an agreed method and time frame for proceeding.

- 13.2 Should the above procedures not lead to a resolution, then either party may make application to the Industrial Relations Commission of New South Wales.

14. No Further Claims

- 14.1 Except as provided by the *Industrial Relations Act* 1996, there shall be no further salaries or conditions claims by the parties prior to 31 December 2008 in relation to matters expressly contained in this award.

15. Goods and Services Tax

The parties shall monitor the overall impact of the Commonwealth Government's goods and services tax through the term of the award. In the event that the Industrial Relations Commission makes a State decision (as defined by section 49 of the *Industrial Relations Act* 1996) having regard to the impact of wages of the goods and services tax, the Federation reserves the right to make application to the Industrial Relations Commission in relation to that decision.

16. Deduction of Union Membership Fees

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

17. Area, Incidence and Duration

- 17.1 This award covers the following categories of staff employed at the Saturday School of Community Languages:
- Supervisors;
- Assistant Supervisors;
- Curriculum Co-ordinators;
- Saturday School Community Language Teachers; and
- Conditionally Approved Saturday School Community Language Teachers.
- 17.2 This award rescinds and replaces the Crown Employees (Saturday School of Community Languages) Award published 23 December 2005 (355 I.G. 628) as varied published 27 January 2006 (356 IG 963).
- 17.3 This award shall take effect on and from 1 January 2006 and shall remain in force until 31 December 2008.

PART B**MONETARY RATES****Table 1 - Remuneration**

Classification	Saturday Sessional rate from the first pay period to commence on or after 1. 1. 2006	Saturday Sessional rate from the first pay period to commence on or after 1. 1. 2007	Saturday Sessional rate from the first pay period to commence on or after 1. 1. 2008
Increase	4%	4%	4%
Supervisor	532.05	553.33	575.46
Assistant Supervisor	421.60	438.46	456.00
Curriculum Co-ordinator	421.60	438.46	456.00

Classification	Hourly rate from the first pay period to commence on or after 1.1.2006	Hourly rate from the first pay period to commence on or after 1.1.2007	Hourly rate from the first pay period to commence on or after 1.1.2008
Increase	4%	4%	4%
Supervisor	88.68	92.22	95.91
Assistant Supervisor	70.27	73.08	76.00
Curriculum Co-ordinator	70.27	73.08	76.00
Teacher	57.73	60.04	62.44
Conditionally Approved Teacher	53.71	55.86	58.09

M. SCHMIDT J.

 Printed by the authority of the Industrial Registrar.

(493)

SERIAL C4548

**PRINCIPALS (ARCHDIOCESE OF SYDNEY AND DIOCESES OF
BROKEN BAY AND PARRAMATTA) (STATE) AWARD 2006**

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

Application by New South Wales Independent Education Union, Industrial Organisation of Employees.

(No. IRC 1633 of 2006)

Before The Honourable Justice Schmidt

23 March 2006

AWARD

1. Arrangement

PART A

CONDITIONS

This Award is arranged as follows:

Clause No.	Subject Matter
1.	Arrangement
2.	Definitions
	(a) Part-Time Principal
	(b) Principal
	(c) Diocese
	(d) Service Date
	(e) Statement of Service
3.	Terms of Engagement
	3.1 Letter of Appointment
	3.2 Selection and Appointment Procedures
	3.3 Part-Time Principal
	3.4 Principal Skill Development
	3.5 Employer Direction
	3.6 Statement of Service
4.	Salaries and Related Matters
	4.1 Minimum Annual Salary
	4.2 Payment of Salary
	4.3 Travelling Expenses
	4.4 Overpayment
	4.5 Annual Remuneration
5.	Annual Adjustment Of Salary
	5.1 In Lieu of the <i>Annual Holidays Act, 1944</i>
	5.2 Application of this Clause
	5.3 Calculation of Payments
	5.4 Principals Who Commence Employment after the School Service Date
	5.5 Principals Who Take Approved Leave Without Pay or Parental Leave
	5.6 Payment not Less than under <i>Annual Holidays Act, 1944.</i>
6.	Annual Holiday Loading

7. Sick Leave
 - 7.1 Entitlement
 - 7.2 Accumulation
 - 7.3 Evidence of Sickness
 - 7.4 Portability
8. Catholic Personal/Carer's Leave
 - 8.1 Use of Sick Leave to Provide Care and Support for a Family Member
 - 8.2 Use of Sick Leave for a Pressing Domestic Necessity
 - 8.3 Notification of Intention to Take Leave
 - 8.4 Unpaid Leave for Family Purpose
 - 8.5 Entitlement for Casual Principals
9. Parental Leave
 - 9.1 Maternity Leave
 - 9.2 Adoption Leave
 - 9.3 Paternity Leave
 - 9.4 Prior Service with Another Catholic Diocesan Employer or Catholic Independent School
 - 9.5 Casual Principals
 - 9.6 Right to Request
 - 9.7 Communication During Parental Leave
10. Long Service Leave
 - 10.1 Applicability of *Long Service Leave Act, 1955*
 - 10.2 Accrual of Long Service Leave from 30 January 2006
 - 10.3 Calculation of Accrual as at 29 January 2006
 - 10.4 Entitlement to Long Service Leave and Payment on Termination
 - 10.5 Conditions of Taking Leave
 - 10.6 Public Holidays and Long Service Leave
 - 10.7 Service
 - 10.8 Payment in Lieu of Long Service Leave
 - 10.9 Long Service Leave and Leave Without Pay
 - 10.9 Long Service Leave in Short Blocks
11. Other Leave
 - 11.1 Bereavement Leave
 - 11.2 Military Reserve Leave
 - 11.3 Examination Study Leave
 - 11.4 Jury Service
 - 11.5 Short Community Service
 - 11.6 Overseas Volunteer Programs
12. Continuity of Service
13. Termination
 - 13.1 Period of Notice
 - 13.2 Summary Dismissal
 - 13.3 Payment on Termination
 - 13.4 Calculation of Payments
 - 13.5 Statement of Service
14. Anti-Discrimination
15. Fair Procedures For Investigating Allegations Of Reportable Conduct And Exempt Allegations Pursuant To The *Ombudsman Act 1974*.
 - 15.1 Definitions
 - 15.2 Natural Justice to Employees in Dealing with Reportable Allegations and Exempt Allegations
 - 15.3 Access to Files
 - 15.4 Additional Documentation from Employee
 - 15.5 Confidentiality of Documents and Files

16. Disputes Procedure
17. No Extra Claims
18. Superannuation
19. Area, Incidence And Duration

PART B
MONETARY RATES

Table 1 - Wage Rates
Table 2 - Other Rates Of Pay And Allowances

Annexure A - Portability

2. Definitions

For the purpose of this award:

- (a) "Part-Time Principal" shall mean a principal who is employed to work regularly, but for less than a full school week.
- (b) "Principal" means a person appointed as such in a Catholic Systemic School conducted by a Diocese.
- (c) "Diocese" means one of the Archdiocese of Sydney, Diocese of Broken Bay or Parramatta as appropriate.
- (d) "Service Date" means the usual commencement date of employment at a school for principals who are to commence teaching on the first day of the first term.
- (e) "Statement of Service" means a statement from an employer on official letterhead that contains a start date, termination date and whether any leave without pay was taken.

3. Terms of Engagement

3.1 Letter of Appointment

The employer shall provide a principal on appointment with a letter stating, inter alia, the rate of salary as at appointment and an outline of superannuation benefits available.

3.2 Selection and Appointment Procedures

Normally the position of Principal (except where the position is filled temporarily by the Assistant Principal) will be appropriately advertised and appointments will be made following a selection process. Such appointments will be made on the basis of merit and suitability in accordance with documented diocesan selection process and appointment procedures.

3.3 Part-Time Principal

- (a) The terms of this award shall apply pro rata to a part-time principal on the basis of the principal's full-time equivalent (FTE).
- (b) For the purpose of this subclause, FTE is defined as the proportion which the number of days, or part thereof, worked by a part-time principal bears to the number of days a full-time principal is required to work per week.

3.4 Principal Skill Development

- (a) Support for Beginning Principals - A principal in his or her first year as a principal shall be afforded Diocesan support in adjusting to the new role and demands of principalship. The principal will participate in such procedures as are afforded.

This process shall be determined by the employer in consultation with the principal to assist the principal's professional development in that role which shall be reviewed regularly throughout the year.

The employer may provide a written statement to the principal, not later than four weeks before the end of the school year, outlining the principal's progress and development.

- (b) A principal may request and be given from time to time by the employer appropriate documentation as evidence of the principal's professional development and experience. These documents may, if the principal wishes, form a portfolio which shall remain the property of the principal.
- (c) Where the employer considers that a problem exists in relation to the principal's performance, the employer shall not use any agreed skill development process in substitution for, or as an alternative to, in whole or in part, procedures which apply to the handling of such problems.

3.5 Employer Direction

An employer may direct a principal to carry out such duties as are within the limits of the principal's skill, competence and/or training.

3.6 Statement of Service

Upon the termination of service of a principal, the employer shall provide a statement of service.

4. Salaries and Related Matters

4.1 Minimum Annual Salary

- (a) The minimum annual salary payable to principals shall be set out in Table 1 - Principals Salary Schedule of Part B - Monetary Rates. Fortnightly salaries shall be ascertained by dividing the annual salaries by 365/14 with the answer rounded to two decimal points.
- (b) This paragraph applies in circumstances where the enrolment at a school varies, such that the Principal is in a different enrolment band for the purpose of salary payable pursuant to paragraph (a) of this sub-clause and Table 1 - Salaries of Part B - Monetary Rates.

If the enrolment of a school at the August census date increases such that a different enrolment band is applicable, then the salary of the Principal shall increase from the beginning of the following school year.

If the enrolment of a school increases at the February census date such that a different enrolment band is applicable and such increase is maintained in the August census date, then the salary of the Principal shall be increased from the beginning of that school year.

If the enrolment of a school decreases at a census date such that a lower enrolment band is applicable, the salary of the Principal shall be nevertheless maintained at the higher band until the end of the current contract of the Principal. Where the contract of the Principal is subsequently renewed at the same school, the salary of the Principal for the subsequent contract shall be determined in accordance with the documented diocesan policy (such salary being not less than the applicable salary pursuant to paragraph (a) of this sub-clause).

4.2 Payment of Salary

- (a) The salary payable to a principal, pursuant to this clause shall, be paid fortnightly.

- (b) The salary payable to a principal, pursuant to this clause, shall be payable at the election of the employer by either cash, cheque or Electronic Funds Transfer into an account nominated by the employee.

4.3 Travelling Expenses

- (a) Where a principal is required to provide transport in connection with the principal's employment, other than for journeys between home and place of employment, the principal shall be paid the allowance per kilometre of travel as set out in Table 2 - Other rates of Pay and Allowances, of "Part B - Monetary Rates".
- (b) Travelling and other out-of-pocket expenses reasonably incurred by a principal in the course of duties required by the employer shall be reimbursed by the employer.

4.4 Overpayment

Where an employer becomes aware that payments have been made over or under entitlements the principal shall be notified and the parties shall attempt to reach agreement on the money due or to be recovered. If the parties are unable to reach agreement, either party may have recourse to the Disputes Procedure.

4.5 Annual Remuneration

- (a) Notwithstanding subclause 4.1 of this clause, a principal may elect to receive his or her annual remuneration as a combination of salary (payable fortnightly) and benefits payable by the employer. The sum total of such salary, benefits, Fringe Benefits Tax and any employer administrative charge will equal the appropriate salary prescribed in the said subclause 4.1.
- (b) The employer will determine the range of benefits available to the principal and the principal may determine the mix and level of benefits as provided in paragraph (a) of this subclause.
- (c) Any other payment calculated by reference to the principal's salary and payable either:
 - (i) during employment; or
 - (ii) on termination of employment; or
 - (iii) on death

shall be at the rate of pay as set out in Table 1 - Wage Rates of Part B - Monetary Rates.

5. Annual Adjustment of Salary

5.1 In Lieu of the *Annual Holidays Act* 1944.

This clause will apply:

- (a) in lieu of the corresponding provisions of the *Annual Holidays Act* 1944; and
- (b) notwithstanding any other provisions of this award.

5.2 Application of this Clause

The provisions of this clause shall apply as set out in the relevant sub-clauses where:

- (a) a principal commences employment after the school service date; or
- (b) a principal takes approved leave without pay or unpaid parental leave for a period which (in total) exceeds 20 pupil days in any year.

5.3 Calculation of Payments

A payment made pursuant to this clause shall be calculated in accordance with the following formula:

$$\text{Step 1} \quad \frac{A \times B}{C} = D$$

$$\text{Step 2} \quad D - E = F$$

$$\text{Step 3} \quad \frac{F \times G}{2} = H$$

where:

- A = The number of term weeks worked by the principal since the school service date
- B = The number of non-term weeks in the school year
- C = The number of term weeks in the school year
- D = Result in weeks
- E = The number of non-term weeks worked by the principal since the school service date
- F = Result in weeks
- G = The principal's current fortnightly salary
- H = Amount Due

5.4 Principals Who Commence Employment after the School Service Date

- (a) A principal who commences employment after the school service date shall be paid from the date the principal commences provided that, at the end of Term IV, the principal shall be paid an amount calculated pursuant to sub-clause 5.3 of this clause and shall receive no other salary until his or her return to work in the following school year.
- (b) In each succeeding year of employment, the anniversary of appointment of the principal for the purposes of this clause shall be deemed to be the school service date.

5.5 Principals Who Take Approved Leave Without Pay or Parental Leave

Where a principal takes leave without pay or unpaid parental leave with the approval of the employer for a period which (in total) exceeds 20 pupil days in any year, the principal shall be paid salary calculated in accordance with this clause as follows:

- (a) If the leave commences and concludes in the same school year payment shall be calculated and made at the conclusion of Term IV of that school year.
- (b) If the leave is to conclude in a school year following the school year in which the leave commenced:
 - (i) at the commencement of the leave a payment shall be calculated and made in respect of the school year in which the leave commences; and
 - (ii) at the end of Term IV in the school year in which the leave concludes a payment shall be calculated and made in respect of that school year.
- (c) Where a principal who has received a payment pursuant to paragraph (b) of this sub-clause returns from leave in the same year rather than the next school year as anticipated, then the principal shall be paid at the conclusion of Term IV as follows:

- (i) by applying the formula in sub-clause 5.3 as if no payment had been made to the principal at the commencement of leave;
 - (ii) by deducting from that amount the amount earlier paid to the principal.
- 5.6 Payment not Less than under *Annual Holidays Act* 1944.

Notwithstanding the provisions of paragraph (a) of subclause 5.1 of this clause, a principal shall not, pursuant to this clause, be paid an amount in respect of a year of employment which is less than the amount to which the principal would otherwise be entitled under the provisions of the *Annual Holidays Act* 1944 in respect of a year of employment.

6. Annual Holiday Loading

- 6.1 Subject to sub-clause 6.6 of this clause, where a principal is given and takes his or her annual holiday commencing at the beginning of the school summer vacation each year he or she shall be paid an annual holiday loading calculated in accordance with this clause.
- 6.2 The loading shall be payable in addition to the pay payable to the principal for the period of the school vacation.
- 6.3 The loading shall be calculated:
- In relation to such period of a principal's annual holiday as is equal to the period of annual holiday to which the principal is entitled for the time being under the *Annual Holidays Act* 1944.
- (a) at the end of each year of his or her employment or, where relevant,
 - (b) the period of annual leave calculated under subclause 6.6.
- 6.4 The loading shall be the amount payable for the period specified in subclause 6.3 or 6.6 of this clause at the rate of 17½ per cent of the weekly equivalent of the principal's annual salary.
- 6.5 For the purposes of this clause, "salary" shall mean the salary payable to the principal at 1 December of the year in which the loading is payable.

Provided that, where subclause 6.6 of this clause applies, "salary" shall mean the salary payable immediately prior to the payment made to the principal pursuant to clause 5 Annual Adjustment of Salary or Clause 13 Termination.

- 6.6 Where a principal receives a payment pursuant to subclause 5.3 or Clause 14 Termination of this award, including the case where a principal's employment is terminated during the school year for a reason other than misconduct, he or she shall be entitled to be paid for that part of such fraction of the annual holiday loading he or she would be entitled to for the full school year as is equal to the fraction which the number of school weeks worked by him or her in that year bears to the number of school weeks he or she would be normally required by the employer to work in a full school year.

7. Sick Leave

7.1 Entitlement

Any full-time principal shall be entitled to paid sick leave in respect of any absence on account of illness or injury and subject to the following conditions and limitations:

- (a) In respect of each year of service with an employer, the period of sick leave shall, subject to subclause 7.2 of this clause, not exceed in any year of service 25 working days on full pay.
- (b) A principal shall not be entitled to paid sick leave for any period in respect of which such principal is entitled to workers' compensation.

- (c) A principal shall not be entitled to paid sick leave unless he or she notifies the Regional Director of the school (or such other person deputised by the Director) prior to the commencement of the first organised activity at the school on any day, of the nature of the illness and of the estimated duration of the absence; provided that paid sick leave shall be available if the principal took all reasonable steps to notify the Regional Director or was unable to take such steps.
- (d) The sick leave entitlement of a part-time principal shall be in that proportion which the number of days, or part thereof, worked by a part-time principal bear to the number of days a full-time principal is required to work per week.

7.2 Accumulation

Sick leave shall accumulate from year to year as follows:

- (a) Untaken sick leave in any year of service with an employer shall be accumulated, provided that a principal shall only be entitled to the sick leave accumulated in respect of the 6 years of continuous service immediately preceding the current year of service and the maximum accumulation shall not exceed 150 days on full pay.
- (b) Sick leave which accrues to a principal at the commencement of a year of service pursuant to subclause 7.1 of this clause shall be taken prior to the taking of any sick leave which the principal has accumulated in accordance with this subclause.

7.3 Evidence of Sickness

- (a) In each year, with the exception of the first two days absence due to illness, a principal shall, upon request, provide a medical certificate addressed to the employer or, if the employer requires, to a medical practitioner nominated by the employer.
- (b) Where a principal has taken frequent single days of sick leave, or taken extended sick leave such that the employer requires additional information in relation to the principal's sickness, then the employer may take action in accordance with this subclause.
 - (i) The employer may arrange a meeting in order to clarify the position with the principal. The employer shall invite the principal to respond verbally to the issues raised by the employer. If the principal is a union member then the principal may seek union advice and assistance.
 - (ii) After consideration of the principal's response the employer may:
 - (A) require further evidence of illness; and/or
 - (B) request the principal to obtain a second opinion from another doctor at the employer's cost; and/or
 - (C) request a more detailed estimation of the likely length of the absence; and/or
 - (D) require the principal to obtain a medical report (at the employer's cost) in relation to the likely period of absence; and/or
 - (E) discuss with the principal any other action.
 - (iii) The principal may, if a member of the union, request that this matter be discussed at any stage between the union and the employer.
 - (iv) The parties agree to meet to review the operation of this subclause after the award has been in place for twelve months, if either party to the award so requests.

7.4 Portability

- (a) A principal who was previously employed with another Catholic Diocesan employer or Catholic Independent School as a full-time, part-time or temporary employee and is employed with or in a Diocese on or after 3 February 1997, shall be entitled to portability of sick leave in accordance with this subclause.
- (b) Untaken sick leave which has accumulated in accordance with subclauses 7.2 and 7.3 of this clause since 29 January 1996 shall be credited to the principal as his/her accumulated sick leave on their commencement of their employment with or in a Diocese.
- (c) For a principal to be eligible for portability of sick leave under this clause, the principal must satisfy the following criteria:
 - (1) The principal has commenced employment with the Diocese within six months or two terms, whichever is the greater, of the principal's employment terminating with the other Catholic Diocesan employer or Catholic Independent School.
 - (2) The former Catholic Diocesan employer or Catholic Independent School will provide to each principal on the principal's termination of employment, a completed version of the form set out in Annexure A of this award and the principal will provide the original completed form to the new Catholic Diocesan employer within four school weeks of the commencement of employment.
- (d) For the purposes of this subclause "Catholic Diocesan employer" shall mean the Archdioceses of Sydney and Canberra/Goulburn, the Dioceses of Broken Bay, Parramatta, Armidale, Bathurst, Lismore, Maitland/Newcastle, Wagga Wagga (and the Trustees of the Diocese of Wagga Wagga), Wilcannia/Forbes and Wollongong; and "Catholic Independent School" means an employer respondent to the Teachers (Catholic Independent Schools) (State) Award 2004 published on 18 March 2005 (349 I.G. 395) (as varied from time to time) or any award replacing such award.
- (e) Notwithstanding paragraphs (a) and (b) of this subclause, the maximum sick leave portable between Catholic Diocesan employers or Catholic Independent Schools shall be 150 days and the sick leave in any one year pursuant to paragraph (a) of subclause 7.1 of this clause shall not exceed 25 days (with one or more employers).

8. Catholic Personal/Carer's Leave

8.1 Use of Sick Leave to Provide Care and Support for a Family Member

- (a) A principal other than a casual principal, with responsibilities in relation to a class of person set out in subparagraph (ii) of paragraph (c) who needs the principal's care and support, shall be entitled to use, in any year, in accordance with this subclause, 10 days of current and 30 days of accrued sick leave entitlement provided for at Clause 7 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 principal shall, if required,
 - (i) establish either by production of a medical certificate or statutory declaration, the illness of the person concerned and that the illness is such as to require care by another person, or
 - (ii) establish by production of documentation acceptable to the employer or a statutory declaration, the nature of the emergency and that such emergency resulted in the person concerned requiring care by the principal.

In normal circumstances, a principal must not take carer's leave under this subclause where another person had 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 principal being responsible for the care of the person concerned; and
 - (ii) the family member being a parent, step-parent, spouse, grandchild, sibling, grandparent, child, step-child, foster child, adopted child and foster parent of the principal or spouse.

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 principal shall discuss appropriate arrangements which, as far as practicable, take account of the employer's and principal's requirements.

Where the parties are unable to reach agreement the disputes procedure at Clause 16 should be followed.

8.2 Use of Sick Leave for a Pressing Domestic Necessity

- (a) Subject to paragraph (c), for the purposes of this clause "pressing domestic necessity" means any reason at the discretion of the employer, provided that such discretion is not unreasonably withheld and is exercised so as not to contravene any applicable provisions of the *Anti-Discrimination Act 1977*.
- (b) A principal, other than a casual principal, with sick leave credits may apply to utilise such credits up to five of any current or accrued sick leave entitlement days in any one year of the principal's service, for any pressing domestic necessity other than to care for or support a person defined in subparagraph 8.1(c)(ii).
- (c) Where a principal, other than a casual principal, is not entitled to utilise sick leave credits pursuant to paragraph 8.1(a) he or she may access 10 days current and 30 days accrued sick leave for any pressing domestic necessity where the principal is responsible for the care or support of a person not referred to in subparagraph 8.1(c)(ii).
- (d) The yearly entitlement for the purpose of pressing domestic necessity in paragraph 8.2(b) is non-cumulative.
- (e) If required, a principal shall provide a written statement or other evidence supporting the application for Personal/Carer's Leave for the purpose of pressing domestic necessity.

8.3 Notification of Intention to Take Leave

In relation to sub-clauses 8.1 and 8.2, wherever practicable, a principal shall give the employer notice prior to the absence of the intention to take leave. The principal shall also provide the name of the person requiring care, that person's relationship to the principal, the nature of any pressing domestic necessity, the reasons for taking such leave and the estimated length of absence. If it is not practicable for the principal to give prior notice of absence, the principal shall notify the employer by telephone of such absence at the first opportunity on the day of absence.

8.4 Unpaid Leave for Family Purpose

A principal may elect, with the consent of the employer to take unpaid leave for the purpose of providing care and support to a person referred to in subparagraph 8.1(c)(ii) or paragraph 8.2(c) who is ill or who requires care due to an unexpected emergency.

8.5 Entitlement for Casual Principals

- (a) Subject to the requirements in subclause 8.3 and paragraph 8.1(b), casual principals are entitled to not be available to attend work, or to leave work if they need to care for a person prescribed in subclause 8.1 (c) (ii) or 8.2(c) of this clause who is sick and requires care and support, or who requires care due to an unexpected emergency, or the birth of a child.
- (b) The employer and the principal shall agree on the period for which the principal will be entitled to not be available to attend work. In the absence of agreement, the principal is entitled to not be

available to attend work for up to 48 hours (i.e. two days) per occasion. The casual principal is not entitled to any payment for the period of non-attendance.

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

9. Parental Leave

9.1 Maternity Leave

- (a) A principal who applies for maternity leave under Part 4 of Chapter 2 of the *Industrial Relations Act 1996* and:
 - (i) is granted maternity leave for a period of fourteen weeks or longer by the employer; and
 - (ii) the date of birth is on or after 30 January 2006 shall be entitled to maternity leave in accordance with this sub-clause.
- (b) The maternity leave shall be paid for fourteen weeks at the rate of salary the principal would have received, if the principal had not taken maternity leave. (If the period of maternity leave granted to the principal is for less than fourteen weeks then the period of paid maternity leave shall be for such lesser period). This period shall be inclusive of non term periods falling within the fourteen weeks, other than where a principal works up until the last day of a term in which case the maternity leave shall be deemed to commence from the first day of the following school term. For the purpose of this paragraph, non-term periods shall not include the first four weeks of the school summer vacation period.
- (c) The principal may elect to be paid during the period of paid leave in paragraph (b) of this sub-clause either in accordance with the usual employer payment schedule or as a lump sum payment in advance.
- (d) Where a principal applies for a lump sum payment in advance under paragraph (c) of this sub-clause, the principal shall give the employer at least one month's notice of intention.
- (e) If a principal has commenced paid maternity leave and subsequently the principal's pregnancy results in a miscarriage or a still birth, the principal shall be entitled to retain payment in accordance with this clause equivalent to salary for the period of maternity leave taken by the principal.
- (f) Paid maternity leave shall commence no earlier than one term prior to the expected date of birth.
- (g) The employer may deduct payment for any absence of the principal (to which the principal, but for this clause, would have been entitled under clause 7, Sick Leave) in the period four calendar weeks prior to the expected date of birth from the payment of paid maternity leave to which the principal is entitled pursuant to this subclause.
- (h) Non term weeks within the period of paid maternity leave shall be deemed to be non term weeks worked by the principal for the purpose of clause 5, Annual Adjustment of Salary and clause 13, Termination.
- (i) A principal on paid maternity leave in accordance with this clause will not be employed as a casual employee by the employer during such paid leave.
- (j) Where a principal gives birth to a child whilst on unpaid leave (other than maternity leave in relation to the birth of the same child) the principal will be entitled to maternity leave in accordance with Part 4 of Chapter 2 of the *Industrial Relations Act 1996*. However, the principal will not be entitled to an additional fourteen weeks payment in accordance with paragraph (b) of this sub-clause.

- (k) Except as varied by this provision, Part 4 of Chapter 2 of the Industrial Relations Act 1996 shall apply.

Notation

- (i) The employers are of the view that maternity leave should preferably commence on the day following the last teaching day of a term and conclude on the day preceding the first teaching day of a term.
- (ii) In order to facilitate the desirable practice referred to in paragraph (i) of this notation, the employers are prepared to extend the time of maternity leave beyond that maximum entitlement prescribed by the said Act should the principal agree to return from maternity leave at the commencement of the term immediately following the maximum period of leave required to be afforded by that Act.
- (iii) Transitional Arrangements - The provisions of the preceding award relating to paid maternity leave shall apply to a principal whose baby is born on or after 1 January 2006 and before 30 January 2006.

9.2 Adoption Leave

- (a) A principal who applies for adoption leave under Part 4 of Chapter 2 of the *Industrial Relations Act 1996* and is granted such leave by the employer in accordance with these provisions, shall be entitled to payment of adoption leave under the same (or comparable) conditions as those set out in this clause in relation to paid maternity leave. Provided further that adoption leave shall only be payable in respect of one adopting parent of a child.
- (b) A principal shall be entitled to one day's leave with pay for the purpose of adopting any child provided that he or she is not also entitled to payment of adoption leave pursuant to paragraph (a) of this sub-clause.

9.3 Paternity Leave

- (a) A principal shall be entitled to one day's leave with pay on the date of his wife's confinement or on the day on which his wife leaves hospital following her confinement.
- (b) In addition to the entitlement in paragraph 9.3(a), a principal shall be entitled, subject to this sub-clause, to take paternity leave in one continuous period not exceeding two weeks. Such leave shall be deducted from, and shall not exceed, the principal's entitlement to Catholic Personal/Carer's Leave pursuant to clause 8 of this award.
- (c) The principal shall be entitled to take such paternity leave in the four weeks before the date or expected date of the birth of the child and not later than four weeks after the birth of the child, provided that the employer may, in exceptional circumstances, request the principal to take leave at a time outside the period specified in this paragraph. If the principal chooses to agree to the employer's request, such agreement shall be recorded in writing. Where the principal does not agree, the leave shall be taken in accordance with this paragraph.
- (d) The entitlement to paternity leave in paragraphs 9.3(a) and (b) is inclusive of, and not in addition to, the principal's entitlement to take unpaid paternity leave in accordance with the *Industrial Relations Act 1996*.
- (e) The principal must, at least 4 weeks before proceeding on leave pursuant to paragraph 9.3(b) above, give written notice of the dates on which he proposes to start and end the period of leave. The proposed dates may be varied by further written notice, subject to the provisions of paragraph 9.3(c) above.

9.4 Prior Service with Another Catholic Diocesan Employer or Catholic Independent School

For the purpose of eligibility for maternity leave and adoption leave pursuant to this clause, a principal who is not eligible for such leave because he or she has less than twelve months continuous service as required pursuant to Section 57 of the Industrial Relations Act, shall nevertheless be deemed to have

completed twelve months continuous service with the current employer if immediately prior to commencement of service with the current employer, he or she had twelve months continuous service with another Catholic Diocesan Employer or Catholic Independent School. "Catholic Diocesan Employer" and "Catholic Independent School" shall have the same meaning as in sub-clause 7.4(d) of this award.

9.5 Casual Principals

An employer must not fail to re-engage a regular casual principal (see section 53(2) of the *Industrial Relations Act 1996* (NSW)) because:

- (a) the principal or principal's spouse is pregnant; or
- (b) the principal is or has been immediately absent on parental leave.

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

9.6 Right to Request

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

to assist the principal in reconciling work and parental responsibilities.

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

The principal's request and the employer's decision made under subparagraphs (a) (ii) and (iii) of this subclause must be recorded in writing.

- (d) Request to Return to Work Part-Time

Where a principal wishes to make a request under subparagraph (a) (iii), such a request must be made as soon as possible before the date upon which the employee is due to return to work from parental leave.

9.7 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 principal held before commencing parental leave; and

- (ii) provide an opportunity for the principal to discuss any significant effect the change will have on the status or responsibility level of the position the principal held before commencing parental leave.
- (b) The principal shall take reasonable steps to inform the employer about any significant matter that will affect the principal's decision regarding the duration of parental leave to be taken, whether the principal intends to return to work and whether the principal intends to request to return to work on a part-time basis.
- (c) The principal shall also notify the employer of changes of address or other contact details which might affect the employer's capacity to comply with paragraph (a).

10. Long Service Leave

10.1 Applicability of *Long Service Leave Act 1955*.

Except in so far as expressly varied by the provisions of this clause, the provisions of the said Act, shall apply to principals employed under this award.

10.2 Accrual of Long Service Leave from 30 January 2006

The amount of long service leave which a principal shall accrue in respect of service performed on and from 30 January 2006 shall be:

- (a) In the case of a principal who has completed:
 - (i) less than ten years service, in respect of full-time service a principal shall accrue 6.5 days per year of service; and
 - (ii) ten or more years of service, in respect of full-time service a principal shall accrue 10 days per year of service.
- (b) A principal shall be entitled to accrue leave in respect of part-time service as set out in paragraph (a) of this subclause on a pro rata basis according to his or her FTE (as defined in paragraph (c) of this subclause).
- (c) For the purposes of this clause the "FTE" is defined as the proportion which the number of days, or part thereof, worked by a part-time principal bear to the number of days a full-time principal is required to work per week. (NB that this formula is the same as that which is utilised in subclause 3.3 of this award).
- (d) A principal shall accrue leave in accordance with this subclause together with leave accrued before 30 January 2006 pursuant to subclause 10.3.

10.3 Calculation of Accrual as at 29 January 2006

- (a) A principal whose employment commenced prior to 30 January 2006 will have accrued long service leave as at 29 January 2006 in accordance with previous award and legislative provisions.

A summary of the accrual rates pursuant to these provisions is set out below:

Calculation of Entitlement

Prior to 31 July 1985	.866 weeks per year.
1 August 1985 to 30 January 1995	1.05 weeks per year up to 10 years of service. 1.5 weeks per year after 10 years of service.
31 January 1995 to 31 January 2001	1.3 weeks per year up to 10 years of service. 1.9 weeks per year, after 10 years of service.
1 February 2001 to 29 January 2006	1.3 weeks per year up to 10 years of service. 2 weeks per year after 10 years of service.

- (b) It is the intention of the parties that on and from 30 January 2006 long service leave accrual will reflect the differing patterns of work of principals within Catholic schools, whose teaching load changes from full-time to part-time and/or vice versa during their working career. To that end on 29 January 2006, all existing accruals will be converted from weeks to working days.
- (c) The following formula will be used to calculate the number of days of long service leave that a principal is entitled to as at 29 January 2006:
 - (i) all full-time principals, as at 29 January 2006, will have their weeks of accrued long service leave converted to days on the basis of 1 week of accrued leave equals 5 days of accrued leave;
 - (ii) all part-time principals, as at 29 January 2006, will have their weeks of accrued long service leave converted to days by averaging the FTE (as defined in accordance with paragraph (c) of subclause 10.2 of this clause) of the last 5 years of eligible service, comparing it with the current FTE (i.e. as at 29 January 2006) and using the higher figure for conversion to days.

10.4 Entitlement to Long Service Leave and Payment on Termination

- (a) A principal shall be entitled to take long service leave accrued in accordance with subclauses 10.2 and 10.3 of this clause on the completion of ten years service with an employer and on the completion of each additional seven years service thereafter.
- (b) In the case of a principal who has completed at least 5 years service with an employer and the service of the principal is terminated or ceases for any reason, such principal shall be paid their accrued long service leave calculated in accordance with subclause 10.2 and subclause 10.3 of this clause.

10.5 Conditions of Taking Leave

- (a) It is the intention of the parties that the number of days of long service leave accrued by the principal can be taken at the principal's current FTE when the long service leave is taken.

For example, a principal works full-time for their first ten years of employment and then reduces to 2.5 days per week (0.5 FTE) for the next five years of their employment. The principal would accrue 65 days of long service leave for their first ten years of service and then 25 days of long service leave over their next five years of service, a total of 90 days long service leave. If the principal works 2.5 days per week (0.5 FTE) at the time they commence leave, the principal would be entitled to take their 90 days of long service leave over 36 weeks.

The following paragraphs (b) - (e) apply to the Dioceses of Broken Bay and Parramatta only. For the corresponding conditions of taking leave for the Archdiocese of Sydney see the Enterprise Agreement).

- (b) Where a principal has become entitled to long service leave in respect of the principal's service with an employer, the employer shall give to the principal and the principal shall take the leave as soon as practicable, having regard to the needs of the employer, provided always that unless the employer otherwise agrees, the principal shall give not less than two school terms notice of the principal's wish to take leave, and further provided that the employer shall give the principal not less than two school terms notice of any requirement that such leave be taken.
- (c) A principal may request and be granted up to one weeks leave without pay to be taken in addition to long service leave such that the total period of leave comprises one or more complete school terms.

- (d) Long Service leave will be exclusive of pupil vacation periods adjacent to or within the period of leave. Provided however that in the case only of a principal who wishes to take a short block of long service leave immediately before or immediately after a pupil vacation period but not in accordance with sub-clause 10.10 (Long Service Leave in Short Blocks) nor in accordance with other diocesan policy on long service leave then the employer may impose that the leave is inclusive of the pupil vacation period adjacent to or within the period of leave.
- (e) Where a principal is entitled to an amount of long service leave which is in excess of a school term the principal may elect not to take that part of the long service leave which is in excess of a term (the deferred leave), until such time as the principal accumulates further entitlements which when taken together with the deferred leave enables long service leave to be taken for a whole term.

10.6 Public Holidays and Long Service Leave

A period of long service leave will be exclusive of a public holiday falling within it.

Notation: A contrary provision applied under previous awards in place from 1 January 1985 until 7 December 2000.

10.7 Service

The service of a principal with an employer shall be deemed continuous notwithstanding the service has been interrupted by reason of the principal taking approved leave without pay (including unpaid leave in accordance with clause 9, Parental Leave), but the period during which the service is so interrupted shall not be taken into account in calculating the period of service.

10.8 Payment in Lieu of Long Service Leave

- (a) Diocese of Broken Bay
 - (i) Where a principal has an entitlement to long service leave and takes leave in accordance with the NSW Long Service Leave Act (that is, at least for a month) the principal and the employer may agree that, in addition to payment for the long service leave taken, the principal may be paid an amount in lieu of any additional long service leave accumulated by the principal.
 - (ii) If payment is elected to be taken in lieu of long service leave the amount the employer will pay in lieu of long service leave will be limited to the amount taken in actual leave.
 - (iii) Any payment in paragraph (ii) of this subclause will be paid by the employer upon the commencement of the principal's long service leave.
 - (iv) Where a payment in lieu of long service leave is paid by the employer in accordance with this subclause, a principal's entitlements to long service leave will be reduced by the extent of such payment.
- (b) Diocese of Parramatta
 - (i) Where a principal has an entitlement to long service leave and takes leave in accordance with the NSW Long Service Leave Act (that is, at least for a month) the principal and the employer may agree that, in addition to payment for the long service leave taken, the principal may be paid an amount in lieu of any additional long service leave accumulated by the principal.
 - (ii) Any payment arising from the conditions applicable in this subclause will be paid by the employer upon the commencement of the principal's long service leave.
- (c) Archdiocese of Sydney

See the relevant Enterprise Agreement

10.9 Long Service Leave and Leave Without Pay

- (a) Where a principal takes long service leave for an entire school term and the principal wishes to take the following school term as leave without pay, the employer will ordinarily consent to such arrangement where the principal has had five years continuous service with that employer. However such leave without pay will ordinarily be approved for terms in the same year.
- (b) Parramatta Diocese

A principal may elect to receive long service leave payments at half pay for the period of leave. The parties understand that 'half pay' means that over the course of a fortnight; a principal will receive one week of paid long service leave, followed by one week of leave without pay (LWOP). The period of LWOP will not be deemed as service for the purposes of this award (as amended or replaced) or any statutory entitlement.

10.10 Long Service Leave in Short Blocks

- (a) Diocese of Broken Bay

The Diocese of Broken Bay may permit principals to take long service leave in blocks of less than a full term; provided that:

- (i) the principal has eligible service of at least five years;
- (ii) the application is approved by the Catholic Schools Office having regards to the educational needs of the students, critical times of the school year and the personal circumstances of the principal;
- (iii) the minimum period of leave to be taken in any one application is two weeks;
- (iv) the leave may not be taken during the first four weeks of first term; and
- (v) the period of leave is taken within a single term.

- (b) Diocese of Parramatta

After the completion of five years service access to periods of long service leave of less than one term may be requested and granted at the discretion of the Executive Director of Schools or his/her nominee subject to the following provisions.

- (i) this would normally be granted provided it takes into account professional obligations
- (ii) it is granted for one period only within a given school year
- (iii) it is not in the first four weeks of a school year

- (c) Archdiocese of Sydney

See the relevant Enterprise Agreement

11. Other Leave

11.1 Bereavement Leave

- (a) A principal shall, on the death of a spouse, father, mother, father-in-law, mother-in-law, grandparent, brother, sister, child, stepchild or grandchild of the principal be entitled to paid

- leave up to and including the day of the funeral of such relative. Such leave shall not exceed three school days. A principal may be required to provide the employer with satisfactory evidence of such death.
- (b) Where a principal takes bereavement leave in accordance with paragraph (a) of this subclause, an employer in their absolute discretion may grant the principal additional leave as leave without pay or leave with pay.
 - (c) Where a principal requests leave to attend a funeral of a person not specified in paragraph (a), the employer in their absolute discretion may grant the principal leave as leave without pay or bereavement leave with pay.
 - (d) Where an employer grants a principal leave with pay in accordance with paragraphs (b) or (c), such leave will be deducted from the principal's entitlement to sick leave in accordance with clause 7, Sick Leave.
 - (e) Bereavement Leave shall be available to the principal in respect to the death of a person in relation to whom the principal could have utilised Personal/Carer's Leave in clause 8, provided that for the purpose of Bereavement Leave, the principal need not have been responsible for the care of the person concerned.
 - (f) Bereavement Leave may be taken in conjunction with other leave available under subclause 8.4 of Clause 8, Catholic Personal/ Carer's Leave or equivalent. In determining such a request the employer will give consideration to the circumstances of the principal and the reasonable operational requirements of the business.
 - (g) Bereavement Entitlement for Casual Principals
 - (i) Casual principals are entitled to not be available to attend work, or to leave work upon the death in Australia of a person in relation to whom the principal could have utilised Catholic Personal/ Carer's Leave in sub-clause 8.5, provided that for the purpose of this bereavement entitlement, the casual principal need not have been responsible for the care of the person concerned. A casual principal must notify the employer as soon as practicable of the intention to access this entitlement and may be required to provide the employer with satisfactory evidence of such death.
 - (ii) The employer and the principal shall agree on the period for which the principal will be entitled to not be available to attend work. In the absence of agreement, the principal is entitled to not be available to attend work for up to 48 hours (i.e. two days) per occasion. The casual principal is not entitled to any payment for the period of non-attendance
 - (iii) An employer must not fail to re-engage a casual principal because the principal accessed the entitlements provided for in this clause. The rights of an employer to engage or not engage a casual principal are otherwise not affected.

11.2 Military Reserve Leave

A principal who is a member of the Australian Military Reserve or other Australian military forces shall be granted leave without pay for the purpose of attending any compulsory camp or posting.

11.3 Examination Study Leave

Any principal, who for the purposes of furthering his or her principal training, enrolls in any course at a recognised higher education institution, shall be granted:

- (a) leave with pay on the day of any examination required in the course;
- (b) leave without pay for the purpose of attending any compulsory residential school which is part of such course.

11.4 Jury Service

- (a) A principal required to attend for jury service during ordinary working hours shall be provided with paid leave for this purpose. The principal shall be required to reimburse to the employer any monies payable to the principal for such attendance (excluding reimbursement of expenses) which required the principal's absence from school.
- (b) The principal shall notify the employer as soon as possible of the date upon which he or she is required to attend for jury service. The principal shall provide to the employer a copy of the summons to attend jury duty and a record of payments received as proof of attendance.

11.5 Short Community Service

Where a principal's involvement in a community service activity has been approved by the employer after consideration of the needs of the school, a principal shall be entitled to paid leave of not more than five days in any school year (unless agreed with the employer) for emergency leave for service to the community. Examples of purposes for which such leave may be granted include to work in the State Emergency Service or Volunteer Fire Brigade.

11.6 Overseas Volunteer Programs

- (a) A principal shall be entitled to leave without pay to work in a recognised overseas volunteer program in accordance with this sub-clause. Such leave shall normally be granted for one year but may be granted for up to two years if required by the relevant volunteer program and agreed by the employer.
- (b) A principal is eligible for leave after completion of five years continuous service with the employer. An application for leave shall be accompanied by evidence of approval to work in the scheme and the proposed period of leave.
- (c) Such leave without pay shall not count as service with the employer for the purpose of long service leave.

12. Continuity of Service

The service of a principal with an employer shall be deemed to be continuous for all purposes, notwithstanding that part of the period of service with the employer was as a teacher, principal, consultant, or in a similar position, and part as a principal.

13. Termination

13.1 Period of Notice

The employment of any principal shall not be terminated without at least ten school term weeks notice on either side, or the payment of, or forfeiture of, ten weeks' salary in lieu of notice. Provided that such ten weeks' notice shall expire within the school term during which it is given and shall expire either:

- (a) at the end of the said school term; or
- (b) at least two weeks before the end of the said school term.

13.2 Summary Dismissal

The foregoing shall not affect the right of the employer to dismiss summarily any principal for incompetence, misrepresentation, neglect of duty or other misconduct.

13.3 Payment on Termination

A full-time principal shall be entitled on termination of employment to a payment calculated in accordance with this clause which will apply:

- (a) in lieu of the corresponding provisions of the *Annual Holidays Act 1944*; and
- (b) notwithstanding any other provisions in this award.

13.4 Calculation of Payments

A payment made pursuant to this clause shall be calculated in accordance with the following formula:

$$\text{Step 1} \quad \frac{A \times B}{C} = D$$

$$\text{Step 2} \quad D - E = F$$

$$\text{Step 3} \quad \frac{F \times G}{2} = H$$

where:

- A = The number of term weeks worked by the principal since the school service date
- B = The number of non-term weeks in the school year
- C = The number of term weeks in the school year
- D = Result in weeks
- E = The number of non-term weeks worked by the principal since the school service date
- F = Result in weeks
- G = The principal's current fortnightly salary
- H = Amount Due

13.5 Statement of Service

Refer to sub-clause 3.6 of Clause 3 Terms of Engagement.

14. Anti-Discrimination

- (a) It is the intention of the parties bound by this award to seek to achieve the object in Section 3(f) of the *Industrial Relations Act 1996* to prevent and eliminate discrimination in the workplace. This includes discrimination on the grounds of race, sex, marital status, disability, homosexuality, transgender identity, age and responsibilities as a carer.
- (b) It follows that in fulfilling their obligations under the dispute resolution procedure prescribed in this award the parties have obligations to ensure that the operation of the provision 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 of operation, has a direct or indirect discriminatory effect.
- (c) Under the *Anti-Discrimination Act 1977*, it is unlawful to victimise an employee who has made or may make or has been involved in a complaint of unlawful discrimination or harassment.
- (d) Nothing in this clause is to be taken to effect:
 - (i) any conduct or act which is specifically exempted from anti-discrimination legislation;

- (ii) any act or practice of a body established to propagate religion which is exempted under section 56(d) of the *Anti-Discrimination Act 1977*;
 - (iii) a party to this award from pursuing matters of unlawful discrimination.
- (e) This clause does not create legal rights or obligations in addition to those imposed upon the parties by the legislation referred to in this clause.
- (i) Employers and employees may also be subject to Commonwealth Anti-Discrimination legislation.
 - (ii) Section 56(d) of the *Anti-Discrimination Act 1977* provides:

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

15. Fair Procedures for Investigating Allegations of Reportable Conduct and Exempt Allegations Pursuant to the *Ombudsman Act 1974*

15.1 Definitions

For the purpose of this clause:

"Child" means a person under the age of 18 years.

"Reportable Conduct" as defined in the *Ombudsman Act 1974* means:

- (a) Any sexual offence, or sexual misconduct, committed against, with or in the presence of a child (including a child pornography offence), or
- (b) Any assault, ill treatment or neglect of a child, or
- (c) any behaviour that causes psychological harm to a child,

whether or not, in any case, with the consent of the child.

"Exempt Allegation" means an allegation to which one or more of the exemptions to reportable conduct pursuant to the *Ombudsman Act 1974* applies. These exemptions are:

- (a) conduct that is reasonable for the purpose of the discipline, management or care of children, having regard to the age, maturity, health or other characteristics of the children and to any relevant codes of conduct or professional standards, or
- (b) the use of physical force that, in all the circumstances, is trivial and negligible, but only if the matter is to be investigated and the result of the investigation recorded under workplace employment procedures, or
- (c) conduct of a class or kind exempted from being reportable conduct by the Ombudsman under section 25CA of the *Ombudsman Act 1974*.

"Reportable allegation" means an allegation of reportable conduct against an employee or an allegation of misconduct that may involve reportable conduct.

15.2 Natural Justice to Employees in Dealing with Reportable Allegations and Exempt Allegations

An employee, against whom a reportable allegation or an exempt allegation has been made in the course of employment, is to be informed by his or her employer (or the person delegated by his or her employer to do so) of the reportable allegation or exempt allegation made against them and be given:

- (a) an opportunity to respond to the reportable allegation or exempt allegation; and
- (b) sufficient information to enable them to respond to the matters alleged against him/her. He or she must be given full details unless the Police or other government agency involved in the investigation of the matters alleged against the employee, have otherwise directed the employer not to do so.

Where an interview is required, the employee shall be advised in advance of the general purpose of any interview relevant to the reportable allegation or exempt allegation the names and positions of persons who will be attending the interview; the right to be advised of an entitlement to be accompanied by a person of the employee's choice (a witness), and sufficient notice of the proposed meeting time to allow such witness to attend. Such witness may be a union representative.

15.3 Access to Files

- (a) Such employee is to be informed by his or her employer of the location of any files that the employer holds relating to the employee, concerning a reportable allegation or an exempt allegation made against the employee.
- (b) The employee may, subject to giving reasonable notice, have the right to inspect such files held by the employer.
- (c) The employer may restrict or withhold access to any such file, or part of a file, where the employer has reason to believe that the provision of access would either;
 - (i) compromise or put at risk the welfare or safety of a child who is the alleged victim or subject of the reportable allegation or exempt allegation, or
 - (ii) contravene any statutory provision, or guideline or policy directive of an government authority or agency, in relation to the reporting or investigation, including police criminal investigation, of any reportable allegation or exempt allegations, or
 - (iii) prevent the employer from conducting or completing the investigation or reporting of the details of a reportable allegation or an exempt allegation against an employee, in compliance with any statutory deadline.

15.4 Additional Documentation from Employee

- (a) An employee against whom a reportable allegation or an exempt allegation has been made may submit to his or her employer documentation, in response to the matters alleged against him or her.
- (b) The employer must place such documentation on the file held by the employer concerning the reportable allegation or exempt allegation made against the employee.

15.5 Confidentiality of Documents and Files

- (a) The employer must implement procedures to safeguard the confidentiality of any file held by the employer concerning any reportable allegation or exempt allegations made against an employee.

16. Disputes Procedure

The objective of these procedures is the avoidance or resolution of industrial disputation, arising under this agreement, by measures based on consultation, co-operation and negotiation.

- 16.1 Without prejudice to other party, the parties shall ensure the continuation of work in accordance with this award and custom and practice in the schools of the employer.

- 16.2 The principal shall discuss the matter with the Director or his/her nominee.
- 16.3 If the matter is not resolved, the principal may take this matter to the union who will discuss the matter with the Director or his/her nominee.
- 16.4 If the matter remains unresolved, it shall be referred to the General Secretary of the union or his or her nominee and the senior official or his or her nominee of the Catholic Education Office (or Catholic Schools Office) of the relevant Diocese for discussion and appropriate action. The senior official may request assistance from the Catholic Commission for Employment Relations.
- 16.5 If this matter cannot be resolved at this level it may be referred to the Industrial Relations Commission.
- 16.6 Nothing contained in this procedure shall prevent the General Secretary of the union or his or her nominee or the nominee of the employer from entering into negotiations at any level, either at the request of a member or on his or her own initiative, in respect of matters in dispute should such action be considered conducive to achieving resolution of the dispute.

17. No Extra Claims

- 17.1 It is a term of this award that the union will not make or pursue any extra award claims for improvements in wages or other terms and conditions of employment until 31 December 2008.
- 17.2 The parties agree that the wage increases provided for in this award are in lieu of any improvements in wages provided for under any decision of the Industrial Relations Commission of New South Wales (including any State Wage Case decision) handed down prior to or during the nominal term of this award and until 31 December 2008 and no claim can be made for such increases.

18. Superannuation

- 18.1 The subject of the superannuation contributions is dealt with extensively by legislation including the *Superannuation Guarantee (Administration) Act 1992*, the *Superannuation Guarantee Charge Act 1992*, the *Superannuation Industry (Supervision) Act 1993* and the *Superannuation (Resolution of Complaints) Act 1993*. The legislation, as varied from time to time, governs the superannuation rights and obligations of the parties.
- 18.2 Subject to the requirements of the legislation set out in subclause 18.1, superannuation contributions may be made to:
- (a) Non Government Schools Superannuation Fund and the Catholic Superannuation and Retirement Fund; or
 - (b) any other complying fund approved by the employer.
- 18.3 In addition to any other requirements pursuant to the legislation set out in sub-clause 18.1 of this clause, the employer shall also make superannuation contributions on behalf of the principal in relation to payments made pursuant to clause 5 and clause 13.3 of this award, at the rate applicable under the legislation in respect of payments for ordinary time earnings.

19. Area, Incidence and Duration

- 19.1 This award rescinds and replaces the Principals (Archdiocese of Sydney and Dioceses of Broken Bay and Parramatta) (State) Award 2004 published on 18 March 2005 (349 I.G. 444), as varied.
- 19.2 It shall apply to all principals employed in Catholic Systemic Schools in the Diocese of Broken Bay and Parramatta and the Archdiocese of Sydney, conducted by a Diocese as defined, excepting members of a recognised religious teaching order.
- 19.3 This award shall take effect from 1 January 2006 and remain in force until 31 December 2008.

PART B

MONETARY RATES

TABLE 1 - WAGE RATES

PRINCIPALS SALARY SCHEDULE

Enrolment date previous year's census date	Gross Salary per annum from the first full pay period on or after 1 January 2006 (4%) \$	Gross Salary per annum from the first full pay period on or after 1 January 2007 (4%) \$	Gross Salary per annum from the first full pay period on or after 1 January 2008 (4%) \$
PRIMARY			
1-250	100,184	104,191	108,359
251-400	103,723	107,872	112,187
401-600	108,318	112,651	117,157
601-800	112,466	116,965	121,644
801+	118,649	123,395	128,331
SECONDARY			
1-300	108,572	112,915	117,432
301-600	115,181	119,788	124,580
601-900	121,512	126,372	131,427
901-1200	124,740	129,730	134,919
1201+	129,942	135,140	140,546

Table 2 - Other Rates Of Pay And Allowances

Clause	Description	Allowance from the first full pay period on or after 1 January 2006
4.3	Own Car Allowance	60 cents per kilometre

ANNEXURE A

Part to be completed by Adviser:

Name of Adviser:

Name of former Diocesan Employer:

I, _____ was formerly employed by _____ as a
(Name of Adviser) (Name of former Catholic Diocese)

(teacher/principal)

from _____ to _____ I commenced as a _____ with the Diocese on
(date) (date) (teacher/principal)

(Date)

(date)

Signature

Date

Part to be completed by former Catholic Diocesan Employer:

_____ was employed by the Diocese as a _____ and ceased
 (Name of principal) (teacher/principal)

work on _____
 Date

_____ (date) At that time, untaken sick leave with our Diocese over the proceeding

_____ years of continuous service is as follows:
 (date)

SET OUT RECORD

e.g.: Last year of employment

Year 2 accumulation	Sick Days
Year 3 accumulation	Sick Days
Year 4 accumulation	Sick Days
Year 5 accumulation	Sick Days
Year 6 accumulation	Sick Days

_____ Diocesan Officer

_____ Date

M. SCHMIDT J.

Printed by the authority of the Industrial Registrar.

(014)

SERIAL C4682

**ADVISERS (ARCHDIOCESE OF SYDNEY AND DIOCESES OF
BROKEN BAY AND PARRAMATTA) (STATE) AWARD 2006**

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

Application by New South Wales Independent Education Union, Industrial Organisation of Employees.

(No. IRC 2305 of 2006)

Before The Honourable Justice Schmidt

15 May 2006

AWARD

PART A

CONDITIONS

1. Arrangement

This award is arranged as follows:

Clause No.	Subject Matter
1.	Arrangement
2.	Definitions
3.	Terms of Engagement
4.	Salaries and Related Matters
5.	Annual Adjustment of Salary
6.	Annual Holiday Loading
7.	Union Members and Representatives
8.	Sick Leave
9.	Catholic Personal/Carer's Leave
10.	Parental Leave
11.	Long Service Leave
12.	Other Leave
13.	Termination
14.	Occupational Superannuation (Contribution By Employer)
15.	Anti-Discrimination
16.	Fair Procedures for Investigating Allegations of Reportable Conduct and Exempt Allegations Pursuant to the <i>Ombudsman Act 1974</i> .
17.	Suspension
18.	Disputes Procedures
19.	No Extra Claims
20.	Area, Incidence and Duration

PART B

MONETARY RATES

Table 1 - Wage Rates

Table 2 - Other Rates of Pay and Allowances

Annexure A - Teacher Classifications

Annexure B - Portability

2. Definitions

For the purpose of this Award:

- (a) "Adviser" means a person employed by an employer to advise with respect to a particular area of specialist educational endeavour requiring knowledge and expertise in an area of school curriculum which may be linked to a programme nominated by the Commonwealth Schools Commission (or any successor to that body) and funded by the Commonwealth Government, including areas such as Subject Specific, Specific Purpose Funded Programmes and Special Education. A reference to an Adviser includes a teacher seconded to such a position.
- (b) "Full-time Adviser" means any Adviser other than a part time one and includes an Adviser appointed for a period of fixed duration.
- (c) "Part-Time Adviser" means an Adviser who is engaged to work regularly, but for less than a full week and not more than 0.8 of the normal hours which a full-time Adviser is required to work. A part-time Adviser may work more than 0.8 of the normal full-time load where an agreement has been reached by the parties. Such agreement shall be recorded in writing and signed by the Adviser and representative of the employer. Any additional terms of the agreement (such as the length of the term of the agreement and the scheduling of the time the Adviser is not required to work) shall be included.
- (d) "Graduate" means an Adviser who holds a degree from a recognised higher education institution.
- (e) "Equivalent Qualifications or Equivalent Course" means qualifications or a course, as the case may be, which is specified by Annexure A of this award as being equivalent to a particular qualification or course prescribed by this award, which the employer and Adviser agree as being equivalent to the qualification or course prescribed by the clause in question in this award or which the Industrial Relations Commission determines as being so equivalent.
- (f) "Recognised School" means a school registered under the provisions of the *Education Act 1990* or any registered special school within the meaning of that Act or school for the disabled.
- (g) "Recognised Higher Education Institution" means an Australian University recognised by the relevant Australian tertiary education authority from time to time or a former College of Advanced Education recognised by the Tertiary Education Commission.
- (h) "Degree" means a course of study at a recognised higher education institution of at least three years full-time duration or its part-time equivalent.
- (i) "Graduate Diploma" means a course of study at a recognised higher education institution of at least one year full-time duration or its part-time equivalent.
- (j) "Two Years Trained Teacher" means:
 - (i) A teacher who has satisfactorily completed a two years full-time course in teacher education at a recognised higher education institution; or
 - (ii) A teacher who has acquired other equivalent qualifications (as defined in paragraph (e) above).
- (k) "Three Years Trained Teacher" means:
 - (i) A teacher who has satisfactorily completed a three years full-time course in teacher education at a recognised higher education institution; or
 - (ii) A teacher who has acquired other equivalent qualifications (as defined in paragraph (e) above).

- (l) "Four Years Trained Teacher" means:
- (i) A teacher who is a graduate in Education four years full-time course); or
 - (ii) A teacher who is a graduate who in addition has satisfactorily completed at least a one year's full-time course in teacher education which contains units relating to teaching theory and practice at a recognised higher education institution; or
 - (iii) A teacher who in addition to satisfying the requirements for classification as a Three Years Trained Teacher, has been awarded a Graduate Diploma at a recognised higher education institution; or
 - (iv) A teacher who has acquired other equivalent qualifications (as defined in paragraph (e) above).
- (m) "Five Years Trained Teacher" means:
- (i) A teacher who has satisfactorily completed a degree requiring a minimum of four years' full-time study from a recognised higher education institution and who, in addition, has satisfactorily completed a one year's full-time course in teacher education which contains units relating to teaching theory and practice; or
 - (ii) A Four Years Trained Teacher who, in addition, has satisfactorily completed either a Masters or Doctorate degree from a recognised higher education institution; or
 - (iii) A teacher who has obtained other equivalent qualifications.
- (n) "Conditionally Classified Four Years Trained Teacher" means a teacher who is a graduate other than a graduate to whom subclause (l) of this clause applies.
- (o) "Union" means the New South Wales Independent Education Union.
- (p) "Service Date" means the usual commencement date of employment at a school of the employer for teachers who are to commence teaching on the first day of the first term

3. Terms of Engagement

3.1 Letters of Appointment

The employer shall provide an Adviser on appointment or secondment with a letter stating, inter alia, the classification and rate of salary payable at the date of appointment, the period of appointment or secondment as an Adviser, the normal duties that will be required, the place of employment, the person to whom such Adviser shall in the first instance be responsible for the performance of his or her duties, superannuation benefits available and conditions of secondment, if applicable.

3.2 Selection and Appointment Procedures.

Normally, Adviser positions except temporary positions of up to one term's duration and casual positions will be appropriately advertised and appointments will be made following a selection process. Such appointments will be made on the basis of merit and suitability in accordance with documented diocesan selection process and appointment procedures.

3.3 Meal Breaks

There shall be a meal break of at least thirty minutes.

3.4 Adviser Skill Development

- (a) An Adviser may request and be given from time to time by the employer appropriate documentation as evidence of the Adviser's professional development and experience.

- (b) Where the employer considers that a problem exists in relation to the Adviser's performance the employer shall not use any agreed skill development process in substitution for, or as an alternative to, in whole or in part, procedures which apply to the handling of such problems.
- 3.5 An employer may direct an Adviser to carry out such duties as are within the limits of the Adviser's skill, competence and/or training.
- 3.6 Upon the termination of service of an Adviser, the employer shall provide a statement of service setting out the length of service, responsibilities of the Adviser, level of responsibility attained and any special or additional duties performed by such Adviser.

4. Salaries and Related Matters

4.1 Salaries Payable

- (a) The minimum annual rate of salary payable to full-time Advisers shall be composed of the appropriate rate as set out in Table 1 of Part B, Monetary Rates, as determined by this subclause and the appropriate allowance as set out in Table 2 of Part B, Monetary Rates, as determined by subclause 4.2. Fortnightly salaries and allowances shall be ascertained by multiplying the annual salary by 14 and dividing by 365 with the answer rounded to two decimal points.
- (b) **Five Years Trained Teacher**
- A Five Years Trained Teacher shall commence on Step 6 and progress according to years of service to Step 13.
- (c) **Four Years Trained**
- A Four Years Trained Teacher shall commence on Step 5 and progress according to years of service to Step 13.
- (d) **Three Years Trained Teacher**
- (i) A Three Years Trained Teacher shall commence on Step 3 and progress according to years of service to Step 13.
- (ii) A Three Years Trained Teacher on Steps 3 to 8, who by further study, completes the equivalent of one year of full-time study of a degree course, shall have his or her salary advanced one increment with retention of incremental date and shall thereafter progress in accordance with years of service to Step 13 of the scale.
- (e) **Two Years Trained Teacher**
- (i) A Two Years Trained Teacher shall commence on Step 2 of the scale and progress according to years of service to Step 9 of the scale.
- (ii) A Two Years Trained Teacher who by further study satisfactorily completes the equivalent of one year of full-time study of a degree course, shall be deemed a Three Years Trained Teacher and shall be paid an additional increment with retention of incremental date and shall thereafter progress in accordance with normal years of service to Step 9 of the scale.
- (iii) A Two Years Trained Teacher who has completed at least one year on Step 9 and who has completed 120 hours of professional development outside of school hours and pupil-free days over a period of five years prior to the teacher's application for progression may apply for progression to Step 10 and thereafter progress to Step 13 after completion of one year's service on each of Step 10, Step 11 and Step 12.

- (iv) Such professional development, if it is to be considered for the purposes of subparagraph (ii) of this paragraph, must be deemed relevant to the Two Years Trained Teacher's employment by the employer.

(f) Conditionally Classified Four Years Trained

A Conditionally Classified Four Years Trained Teacher shall commence on Step 5 and progress according to years of service to Step 9; provided that a teacher shall, after 15 years service, progress to Step 10 and shall thereafter progress according to years of service to Step 13.

(g) Previous Award Classification

Teachers employed immediately prior to the date of making of this award shall be deemed to be classified under this award at a level not less than that which applied under the previous award and shall be deemed to have years of service as at the date of making this award calculated in accordance with the provisions of the previous award.

4.2 In addition to the salaries payable pursuant to subclause 4.1, full-time Advisers shall be paid an allowance as set out in Item 1 of Table 2 of Part B as follows:

- (a) An Adviser shall, upon appointment, receive the allowance payable for the first step, provided that where an Adviser, prior to appointment received a salary which was greater than the total salary which would be payable to such an Adviser if he or she were on the first step, then he or she shall receive the allowance payable for Step 2.
- (b) After two years satisfactory performance on Step 1, an Adviser shall proceed to Step 2; and
- (c) After two years satisfactory performance on Step 2, an Adviser shall proceed to Step 3.

4.3 Credit for Previous Teaching Service

- (a) For the purpose of calculating credit for previous teaching service, teaching service in recognised schools or in schools certified or registered under the appropriate legislation in other states or territories of the Commonwealth of Australia, or as an employee with a Catholic Education Office performing work similar to that of an Adviser shall count as follows:
 - (i) Any employment as a full-time teacher (including employment as a temporary full-time teacher) or as a full-time Adviser, shall be counted as service;
 - (ii) The amount of service of a part-time teacher (including a temporary part-time teacher) or as a part-time Adviser shall be calculated in proportion to the full-time teaching load of a teacher at the school or the hours of work of a full-time Adviser;
 - (iii) Service as a casual teacher shall be credited on the basis that 204 days of casual service are equal to a year of service;
 - (iv) Any other employment agreed by the employer and Adviser to be relevant shall be counted as service as agreed by the employer and Adviser or as determined by the Industrial Relations Commission.
- (b) When calculating previous teaching service, one year of service may be deducted for every continuous period of five years' absence from teaching except where the Adviser was for most of the period of absence wholly engaged in child rearing or engaged in other service recognised in accordance with sub-clause 4.4.
- (c) The service of an Adviser with an employer shall be deemed continuous for all purposes notwithstanding that part of the period of service with the employer was as a teacher and part as an Adviser.

4.4 Credit for Other Service

(a) Teaching Service and Relevant Industry Experience.

Full-time service in a recognised teaching institution other than a recognised school or in a field directly related to advising which is relevant to the position in which the Adviser is employed on the basis of one service increment for each year of full-time employment up to a maximum of four increments.

(b) Other Industry Experience

Full-time service at age 21 or more in any paid occupation in commerce, industry or government as deemed directly relevant to employment as a teacher or Adviser by the employer on the basis of one increment for each three years of service to a maximum of four increments.

(c) Child-Rearing

An Adviser who has been primarily engaged in child rearing, shall have such period recognised on the basis of one increment for each continuous three years of child rearing to a maximum of four increments.

Provided that accreditation for child rearing shall only be granted on the basis that:

- (i) only one parent will receive the benefit for any particular period of child rearing;
- (ii) full-time child rearing will be regarded as the time before the child attains six years of age or is enrolled in full-time schooling, whichever is the earlier; and
- (iii) paid employment, except as a casual teacher in a New South Wales non-government school or in limited casual employment elsewhere, will be taken to break the continuity of full-time child rearing.

For the purpose of calculating the period of child rearing in this paragraph, parental leave will be included to the extent that the leave occurs after the birth of the child or where prior to the birth of the child the Adviser was engaged in child rearing of another of his or her children the whole period of parental leave will be used when calculating the period of child rearing.

This paragraph shall apply to Advisers employed or re-employed after 7 April 1991.

- (d) An Adviser shall not be entitled to more than four increments in total from paragraphs (a), (b) and (c).

4.5 Process For Applying for Credit For Service

- (a) Upon application for employment an Adviser shall be advised in writing of all types of previous service (including child-rearing, full-time and part-time teaching, casual teaching, industry experience, other teaching outside schools, etc) recognised under this award and of the documentation required to substantiate such previous service.
- (b) An application by an Adviser for recognition of previous teaching service or industry experience under clauses 4.3 and 4.4 shall be supported by a statement of service on official letterhead (or similar statement in the case of employment by an employer other than an educational institution) which establishes the period of service to be recognised. An application by an Adviser for

recognition of a period of child-rearing shall be supported by a statutory declaration establishing the period of child-rearing to be recognised and a copy of the child's birth certificate.

- (c) An application for recognition of previous service under clauses 4.3 and 4.4 (including child-rearing) shall be granted, if successful, from the date the application was received by the employer. In the case where the application was received within one school term of the date the Adviser commenced employment with the employer, the application shall be granted from the date of commencement.

4.6 Progression (Completion of Qualifications)

- (a) The transfer to a higher salary step of an Adviser who has completed a course of training which makes the Adviser eligible to be so transferred and the further incremental progression of such Adviser on the salary scale shall be effected in accordance with this subclause.
- (b)
 - (i) An Adviser seeking such transfer shall make application in writing to the employer and shall attach to such application documentary evidence establishing that the Adviser has had or will have conferred on him or her the diploma, degree or equivalent recognition of the completion of the course of training which makes the Adviser eligible to transfer.
 - (ii) Where an application is made under subparagraph (i) of this paragraph which establishes that an Adviser is eligible to transfer to a higher salary step, such transfer shall take effect:
 - (A) from the beginning of the first pay period to commence on or after the date the Adviser undertook the last paper in the final examination in the course of training which creates the eligibility for transfer, or from the beginning of the first pay period to commence on or after the date of completion of formal course requirements, whichever is the later; PROVIDED that the application for transfer is received by the employer no later than the first school day of the school term following the conferral of the diploma, degree or equivalent recognition of the completion of such course of training; or
 - (B) where the application for transfer is not received by the employer within the time specified in (A) from the beginning of the first pay period to commence on or after the date on which the employer receives such application.
 - (iii) An Adviser who is transferred to a higher salary step in accordance with this subclause, shall, for the purpose of further incremental progression after such transfer, retain his or her normal salary incremental date. Provided that if the transfer of the Adviser to the higher salary step coincides with the Adviser's normal salary incremental date, the increment shall be applied prior to the Adviser being transferred to the higher step.
- (c) An Adviser who is a Two Years Trained, Three Years Trained or Four Years Trained Teacher and who completes a course of training which entitles the Adviser to be classified as a Three Years Trained, Four Years Trained or Five Years Trained Teacher, as the case may be, shall progress to the step on the salary scale which shall be determined by the Adviser's years of service on the lower classification and the Adviser's new qualifications and the Adviser shall retain his or her normal incremental salary date.
- (d) An Adviser who is a Conditionally Classified Four Years Trained, and who completes a course of training which entitles the Adviser to be classified to a higher classification shall progress to the step on the salary scale which is determined by the Adviser's new qualifications and such step as is closest to the Adviser's salary prior to progressing and which shall result in an increase in the Adviser's salary.

4.7 Payment of Salary

- (a) The salary payable to any Adviser pursuant to this clause shall be payable fortnightly.
- (b) The salary payable to any Adviser, pursuant to this clause, shall be payable at the election of the employer by either cash, cheque or Electronic Funds Transfer into an account nominated by the employee.

4.8 Payment of Part-Time Advisers

- (a) A part-time Adviser shall be paid at the same rate as a full-time Adviser with the corresponding classification but in that proportion which the number of hours which his or her normal hours bears to the hours which a full-time Adviser is normally required to work.
- (b) No part-time Adviser shall be required to attend work on any day on which he or she does not normally work.

4.9 Expenses

- (a) An Adviser who is regularly required to use his or her vehicle in the regular performance of his or her work shall be paid a vehicle allowance to cover all expenses as set out in Item 2 of Table 2 of Part B. In calculating distance travelled, journeys between home and place of employment shall not be considered.
- (b) An Adviser who is required to use his or her vehicle in connection with work, but in circumstances where the vehicle is not regularly required for the performance of the Adviser's work shall be paid a vehicle allowance to cover all expenses as set out in Item 3 of Table 2 of Part B. In calculating distance travelled journeys between home and place of employment shall not be considered.
- (c) Travelling and other out of pocket expenses reasonably incurred by an Adviser in the course of duties required by the employer shall be reimbursed by the employer.

4.10 Overpayments

Where an employer becomes aware that payments have been made over or under entitlements the Adviser shall be notified and the parties shall attempt to reach agreement on the money due or to be recovered. If the parties are unable to reach agreement, either party may have recourse to the Disputes Procedure.

4.11 Annual Remuneration

- (a) Notwithstanding sub-clause 4.7, an employer may offer and an Adviser may elect to receive his or her annual remuneration as a combination of salary (payable fortnightly) and benefits payable by the employer. The sum total of such salary, benefits, Fringe Benefits tax and employer administrative charge will equal the appropriate salary prescribed by sub-clause 4.1 and sub-clause 4.2.
- (b) The employer will determine the range of benefits available to the Adviser and the Adviser may determine the mix and level of benefits as provided in paragraph (a) of this sub-clause.
- (c) Any payment calculated by reference to the Adviser's salary and payable either:
 - (i) during employment; or
 - (ii) on termination of employment; or
 - (iii) on death

shall be at the rate prescribed by subclause 4.1 and subclause 4.2.

5. Annual Adjustment of Salary

5.1 This clause will apply:

- (a) in lieu of the corresponding provisions of the Annual Holidays Act, 1944; and
- (b) notwithstanding any other provisions in this Award.

5.2 The provisions of this clause shall apply as set out in the relevant sub-clauses where:

- (a) an Adviser commences employment after the school service date;
- (b) where an Adviser takes approved leave without pay or unpaid parental leave for a period which (in total) exceeds 20 pupil days in any year; or
- (c) where the hours which an Adviser normally works have varied since the school service date ("an Adviser whose hours have varied").

5.3 Calculation of Payments

- (a) A payment made pursuant to paragraph (a) or (b) of sub-clause 5.2 shall be calculated in accordance with the following formula:

$$\text{Step 1} \quad \frac{A \times B}{C} = D$$

$$\text{Step 2} \quad D - E = F$$

$$\text{Step 3} \quad \frac{F \times G}{2} = H$$

where:

A = The number of term weeks worked by the Adviser since the school service date

B = The number of non-term weeks in the school year

C = The number of term weeks in the school year

D = Result in weeks

E = The number of non-term weeks worked by the Adviser since the school service date

F = Result in weeks

G = The Adviser's current fortnightly salary

H = Amount Due

- (b) A payment made pursuant to paragraph (c) of sub-clause 5.2 to an Adviser whose normal hours have varied shall be calculated in accordance with the following formula:

$$\text{Step 1} \quad A - B = C$$

$$\text{Step 2} \quad \frac{C \times D}{E} = F$$

$$\text{Step 3} \quad F - B = G$$

where:

A = Total salary paid to the Adviser since the school service date

B = Salary paid to the Adviser in respect of non-term weeks since the school service date

C = Salary paid to the Adviser in respect of term weeks since the school service date

D = The total number of non-term weeks in the school year

E = The total number of term weeks in the school year

F = Result in dollars

G = Amount Due

5.4 Advisers who Commence Employment after the School Service Date

- (a) An Adviser who commences employment after the school service date shall be paid from the date the Adviser commences provided that, at the end of Term IV, the Adviser shall be paid an amount calculated pursuant to sub-clause 5.3 of this clause and shall receive no other salary until his or her return to work in the following schools year.
- (b) In each succeeding year of employment, the anniversary of appointment of the Adviser for the purpose of this clause shall be deemed to be the school service date.

5.5 Advisers who take Approved Leave Without Pay or Unpaid Parental Leave

Where an Adviser takes leave without pay or unpaid parental leave with the approval of the employer for a period which (in total) exceeds 20 pupil days in any year, the Adviser shall be paid salary calculated in accordance with this clause as follows:

- (a) If the leave commences and concludes in the same school year payment shall be calculated and made at the conclusion of Term IV of that school year.
- (b) If the leave is to conclude in a school year following the school year in which the leave commenced:
 - (i) at the commencement of the leave a payment shall be calculated and made in respect of the school year in which the leave commences; and
 - (ii) at the end of Term IV in the school year in which the leave concludes a payment shall be calculated and made in respect of that school year.
- (c) Where an Adviser who has received a payment pursuant to paragraph (b) of this sub-clause returns from leave in the same year rather than the next school year as anticipated, then the Adviser shall be paid at the conclusion of Term IV as follows:
 - (i) by applying for formula in sub-clause 5.3 as if no payment had been made to the Adviser at the commencement of leave;
 - (ii) by deducting from that amount the amount earlier paid to the Adviser.

5.6 Advisers Whose Hours Have Varied

Where the hours which an Adviser normally works have varied since the school service date in any school year and the Adviser's employment is to continue into the next school year, the Adviser shall be paid throughout the summer pupil vacation as follows:

- (a) the amount due pursuant to the formula in paragraph (b) of sub-clause 5.3 shall be calculated; and
 - (b) the Adviser shall continue to receive in each fortnight of the pupil vacation period the same amount as his or her ordinary pay in the last fortnight of the school term until the total amount received by the Adviser during the pupil vacation period is the same as the amount calculated above. (Note - this will have the consequence that the last fortnight of the pupil vacation period in which the Adviser is paid the amount received will differ from the pay in the preceding fortnights).
- 5.7 Notwithstanding the provisions of paragraph (a) of subclause 5.1 an Adviser shall not pursuant to this clause, be paid an amount in respect of a year of employment which is less than the amount to which the teacher would otherwise be entitled under the provisions of the Annual Holidays Act 1944, in respect of a year of employment.

6. Annual Holiday Loading

- 6.1 Subject to 6.6 hereof, where an Adviser is given and takes his or her annual holiday each year he or she shall be paid an annual holiday loading calculated in accordance with this clause.
- 6.2 The loading shall be payable in addition to the pay payable to the Adviser for the period of the annual holiday.
- 6.3 The loading shall be calculated:
- (a) in relation to such period of an Adviser's annual holiday as is equal to the period of annual holiday to which he or she is entitled for the time being under the *Annual Holidays Act* at the end of each year of employment; or, where relevant,
 - (b) the period of annual leave calculated under subclause 6.6 of this clause.
- 6.4 The loading shall be the amount payable for the period specified in subclause 6.3 or 6.6 of this Clause at the rate of 17 1/2 per cent of the weekly equivalent of the Adviser's annual salary.
- 6.5 For the purposes of this clause, "salary" shall mean the salary payable to the Adviser at 1st day of December of the year in which the loading is payable, including, the allowance prescribed by subclause 4.2 of clause 4. Salaries and Related Matters, of this award, but not including any other allowances or amount otherwise payable in addition to salary.

PROVIDED THAT, where subclause 6.6 of this clause applies, "salary" shall mean the salary (together with allowances payable as aforesaid) payable immediately prior to the payment made to the Adviser pursuant to paragraph (a) of sub-clause 5.3 or sub-clause 13.4 of this award.

- 6.6 Where an Adviser receives a payment pursuant to paragraph (a) of sub-clause 5.3 or sub-clause 13.4 (other than an Adviser terminated by the employer for misconduct) the Adviser shall be entitled to that fraction of the annual holiday loading to which he or she would be entitled if he or she had worked for the whole school year which is equal to the number of term weeks worked by the Adviser divided by the number of term weeks in the whole school year.

7. Union Members and Representative

- 7.1 Meetings of union members who are employed at an office may be held on the premises at times and places reasonably convenient to both union members and the employer.
- 7.2 The employer shall permit the Union Representative in an office to post union notices relating to the holding of meetings on a staff noticeboard.
- 7.3 The Union Representative shall be permitted in working hours to discuss union business with the employer. Such discussion shall take place at a time and place convenient to both parties.

8. Sick Leave

8.1 Entitlement - Any full-time or part-time Adviser shall be entitled to paid sick leave in respect of any absence on account of illness or injury subject to the following conditions and limitations:-

- (a) In respect of each year of service with an employer the period of sick leave shall, subject to subclause 8.2 of this clause, not exceed in any year of service 25 working days on full pay.
- (b) An Adviser shall not be entitled to sick leave for any period in respect of which such Adviser is entitled to workers' compensation.
- (c) An Adviser shall not be entitled to paid sick leave unless he or she notifies the Regional Director (or such other person deputised by the Director) prior to the commencement of the first organised activity on any day, of the nature of the illness and of the estimated duration of the absence. Provided that paid sick leave shall be available if the Adviser took all reasonable steps to notify the Regional Director (or such other person deputised by the Director) or was unable to take such steps
- (d) The sick leave entitlement of a part-time Adviser shall be in that proportion which his or her hours of work bears to the hours of a full-time Adviser.
- (e) The Adviser, if required by the employer, complies with subclause 8.4 of this clause.

8.2 Accumulation

Sick leave shall accumulate from year to year as follows:

- (a) Untaken sick leave in any year of service with an employer shall be accumulated, provided that an Adviser shall only be entitled to the sick leave accumulated in respect of the 6 years of continuous service immediately preceding the current year of service and the maximum accumulation shall not exceed 150 days on full pay.
- (b) Sick leave which accrues to an Adviser at the commencement of a year of service pursuant to subclause 8.1 shall be taken prior to the taking of any sick leave which the Adviser has accumulated in accordance with this sub-clause.

8.3 Evidence of Sickness

- (a) In each year, with the exception of the first two days absence due to illness an Adviser, shall, upon request, provide a medical certificate addressed to the employer or, if the employer requests, to a medical practitioner nominated by the employer.
- (b) Where an Adviser has claimed frequent single days of sick leave or extended sick leave such that the employer requires additional information in relation to the employees sickness, then, the employer may take action in accordance with this subclause.
 - (i) The employer may arrange a meeting in order to clarify the position with the Adviser. The employer shall invite the Adviser to respond verbally to the issues raised by the employer. If the Adviser is a union member then the employee may seek union advice and assistance.
 - (ii) After consideration of the Adviser's response the employer may
 - (a) require further evidence of illness; and/or
 - (b) request the Adviser to obtain a second opinion from another doctor at the employer's cost; and/or

- (c) request a more detailed estimation of the likely length of the absence; and/or
 - (d) require the Adviser to obtain a medical report (at the employer's cost) in relation to the likely period of absence; and/or
 - (e) discuss with the Adviser any other action.
- (iii) The Adviser may, if a member of the union, request that this matter be discussed at any stage between the union and the employer.
- (iv) The parties agree to monitor the operation of this subclause for the duration of the award.

8.4 Portability

- (a) An Adviser who was previously employed with another Catholic Diocesan Employer or Catholic Independent School as a full-time, part-time or temporary employee, and is employed by a employer on or after 3 February 1997, shall be entitled to portability of sick leave in accordance with this subclause.
- (b) Untaken sick leave which has accumulated in accordance with subclauses 8.2 of this clause since 29 January 1996 shall be credited to the Adviser as the accumulated sick leave on the commencement of their employment with the Diocese.
- (c) For an Adviser to be eligible for portability of sick leave under this clause, the Adviser must satisfy the following criteria:
 - (1) The Adviser has commenced employment with the Diocese within six months or two terms, whichever is the greater, of the Adviser's employment terminating with the other Catholic Diocesan Employer or Catholic Independent School.
 - (2) The former Catholic Diocesan employer or Catholic Independent School will provide to each employee on termination of employment a completed version of the form set out in Annexure B of this award and the employee will provide the original completed form to the new Catholic Diocesan employer within four school weeks of the commencement of employment.
- (d) For the purposes of this subclause "Catholic Diocesan Employer" shall mean the Archdioceses of Sydney and Canberra/Goulburn and the Dioceses of Broken Bay, Parramatta, Armidale, Bathurst, Lismore, Maitland-Newcastle, Wilcannia-Forbes, and Wollongong, "Catholic Independent School" means an employer respondent to the Teachers (Catholic Independent Schools) (State) Award 2004 published on 18 March 2005 (349 I.G. 395) (as varied from time to time) or any award replacing such award and "Diocese" means a Diocese respondent to this award.
- (e) Notwithstanding paragraphs (a) and (b) of this subclause the maximum sick leave portable between Catholic Diocesan employers or Catholic Independent Schools and Catholic Diocesan employers shall be 150 days and the sick leave in any one year pursuant to paragraph (a) of subclause 8.1 shall not exceed 25 days (with one or more employers).

9. Catholic Personal/Carer's Leave

9.1 Use of Sick Leave to Provide Care and Support for a Family Member

- (a) An Adviser other than a casual Adviser, with responsibilities in relation to a class of person set out in subparagraph (ii) of paragraph (c) who needs the Adviser's care and support, shall be entitled to use, in any year, in accordance with this subclause, 10 days of current and 30 days of accrued sick leave entitlement provided for at Clause 8 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 Adviser shall, if required,
- (i) establish either by production of a medical certificate or statutory declaration, the illness of the person concerned and that the illness is such as to require care by another person, or
 - (ii) establish by production of documentation acceptable to the employer or a statutory declaration, the nature of the emergency and that such emergency resulted in the person concerned requiring care by the Adviser.

In normal circumstances, an Adviser must not take carer's leave under this subclause where another person had 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 Adviser being responsible for the care of the person concerned; and
 - (ii) the family member being a parent, step-parent, spouse, grandchild, sibling, grandparent, child, step-child, foster child, adopted child and foster parent of the Adviser or spouse.

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 Adviser shall discuss appropriate arrangements which, as far as practicable, take account of the employer's and Adviser's requirements.

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

9.2 Use of Sick Leave for a Pressing Domestic Necessity

- (a) Subject to paragraph (c), for the purposes of this clause "pressing domestic necessity" means any reason at the discretion of the employer, provided that such discretion is not unreasonably withheld and is exercised so as not to contravene any applicable provisions of the *Anti-Discrimination Act 1977*.
- (b) An Adviser, other than a casual Adviser, with sick leave credits may apply to utilise such credits up to five of any current or accrued sick leave entitlement days in any one year of the Adviser's service, for any pressing domestic necessity other than to care for or support a person defined in subparagraph 9.1(c)(ii).
- (c) Where a Adviser, other than a casual Adviser, is not entitled to utilise sick leave credits pursuant to paragraph 9.1(a) he or she may access 10 days current and 30 days accrued sick leave for any pressing domestic necessity where the Adviser is responsible for the care or support of a person not referred to in subparagraph 9.1(c)(ii).
- (d) The yearly entitlement for the purpose of pressing domestic necessity in paragraph 9.2(b) is non-cumulative.
- (e) If required, an Adviser shall provide a written statement or other evidence supporting the application for Personal/Carer's Leave for the purpose of pressing domestic necessity.

9.3 Notification of Intention to Take Leave

In relation to sub-clauses 9.1 and 9.2, wherever practicable, an Adviser shall give the employer notice prior to the absence of the intention to take leave. The Adviser shall also provide the name of the person requiring care, that person's relationship to the Adviser, the nature of any pressing domestic necessity, the reasons for taking such leave and the estimated length of absence. If it is not practicable for the Adviser to give prior notice of absence, the Adviser shall notify the employer by telephone of such absence at the first opportunity on the day of absence.

9.4 Unpaid Leave for Family Purpose

An Adviser may elect, with the consent of the employer to take unpaid leave for the purpose of providing care and support to a person referred to in subparagraph 9.1(c)(ii) or paragraph 9.2(c) who is ill or who requires care due to an unexpected emergency.

9.5 Entitlement for Casual Advisers

- (a) Subject to the requirements in paragraph 9.1(b) and subclause 9.3, casual Advisers are entitled to not be available to attend work, or to leave work if they need to care for a person prescribed in subclause 9.1 (c) (ii) or 9.2(c) who is sick and requires care and support, or who requires care due to an unexpected emergency, or the birth of a child.
- (b) The employer and the Adviser shall agree on the period for which the Adviser will be entitled to not be available to attend work. In the absence of agreement, the Adviser is entitled to not be available to attend work for up to 48 hours (i.e. two days) per occasion. The casual Adviser is not entitled to any payment for the period of non-attendance.
- (c) An employer must not fail to re-engage a casual Adviser because the Adviser accessed the entitlements provided for in this clause. The rights of an employer to engage or not to engage a casual Adviser are otherwise not affected.

10. Parental Leave

10.1 Maternity Leave

- (a) An Adviser who applies for maternity leave under Part 4 of Chapter 2 of the *Industrial Relations Act 1996* and:
 - (i) is granted maternity leave for a period of fourteen weeks or longer by the employer; and
 - (ii) the date of birth is on or after 30 January 2006shall be entitled to maternity leave in accordance with this sub-clause.
- (b) The maternity leave shall be paid for fourteen weeks at the rate of salary the Adviser would have received, if the Adviser had not taken maternity leave. (If the period of maternity leave granted to the Adviser is for less than fourteen weeks then the period of paid maternity leave shall be for such lesser period). This period shall be inclusive of non term periods falling within the fourteen weeks, other than where a Adviser works up until the last day of a term in which case the maternity leave shall be deemed to commence from the first day of the following school term. For the purpose of this paragraph, non-term periods shall not include the first four weeks of the school summer vacation period.
- (c) The Adviser may elect to be paid during the period of paid leave in paragraph (b) of this sub-clause either in accordance with the usual employer payment schedule or as a lump sum payment in advance.
- (d) Where an Adviser applies for a lump sum payment in advance under paragraph (c) of this sub-clause, the Adviser shall give the employer at least one month's notice of intention.
- (e) If an Adviser has commenced paid maternity leave and subsequently the Adviser's pregnancy results in a miscarriage or a still birth, the Adviser shall be entitled to retain payment in accordance with this clause equivalent to salary for the period of maternity leave taken by the Adviser.
- (f) Paid maternity leave shall commence no earlier than one term prior to the expected date of birth.
- (g) The employer may deduct payment for any absence of the Adviser (to which the Adviser, but for this clause, would have been entitled under clause 9, Sick Leave) in the period four calendar

weeks prior to the expected date of birth from the payment of paid maternity leave to which the Adviser is entitled pursuant to this subclause.

- (h) Non term weeks within the period of paid maternity leave shall be deemed to be non term weeks worked by the Adviser for the purpose of clause 5, Annual Adjustment of Salary and clause 13, Termination.
- (i) An Adviser on paid maternity leave in accordance with this clause will not be employed as a casual employee by the employer during such paid leave.
- (j) Where an Adviser gives birth to a child whilst on unpaid leave (other than maternity leave in relation to the birth of the same child) the Adviser will be entitled to maternity leave in accordance with Part 4 of Chapter 2 of the Industrial Relations Act 1996. However, the Adviser will not be entitled to an additional fourteen weeks payment in accordance with paragraph (b) of this sub-clause.
- (k) Except as varied by this provision, Part 4 of Chapter 2 of the Industrial Relations Act 1996 shall apply.

Notation

- (i) The employers are of the view that maternity leave should preferably commence on the day following the last teaching day of a term and conclude on the day preceding the first teaching day of a term.
- (ii) In order to facilitate the desirable practice referred to in paragraph (i) of this notation, the employers are prepared to extend the time of maternity leave beyond that maximum entitlement prescribed by the said Act should the Adviser agree to return from maternity leave at the commencement of the term immediately following the maximum period of leave required to be afforded by that Act.
- (iii) Transitional Arrangements - The provisions of the preceding award relating to paid maternity leave shall apply to an Adviser whose baby is born on or after 1 January 2006 and before 30 January 2006.

10.2 Adoption Leave

- (a) An Adviser who applies for adoption leave under Part 4 of Chapter 2 of the *Industrial Relations Act* 1996 and is granted such leave by the employer in accordance with these provisions, shall be entitled to payment of adoption leave under the same (or comparable) conditions as those set out in this clause in relation to paid maternity leave. Provided further that adoption leave shall only be payable in respect of one adopting parent of a child.
- (b) An Adviser shall be entitled to one day's leave with pay for the purpose of adopting any child provided that he or she is not also entitled to payment of adoption leave pursuant to paragraph (a) of this sub-clause.

10.3 Paternity Leave

- (a) An Adviser shall be entitled to one day's leave with pay on the date of his wife's confinement or on the day on which his wife leaves hospital following her confinement.
- (b) In addition to the entitlement in paragraph 10.3(a), an Adviser shall be entitled, subject to this sub-clause, to take paternity leave in one continuous period not exceeding two weeks. Such leave shall be deducted from, and shall not exceed, the Adviser's entitlement to Catholic Personal/Carer's Leave pursuant to clause 9 of this award.
- (c) The Adviser shall be entitled to take such paternity leave in the four weeks before the date or expected date of the birth of the child and not later than four weeks after the birth of the child,

provided that the employer may, in exceptional circumstances, request the Adviser to take leave at a time outside the period specified in this paragraph. If the Adviser chooses to agree to the employer's request, such agreement shall be recorded in writing. Where the Adviser does not agree, the leave shall be taken in accordance with this paragraph.

- (d) The entitlement to paternity leave in paragraphs 10.3(a) and (b) is inclusive of, and not in addition to, the Adviser's entitlement to take unpaid paternity leave in accordance with the *Industrial Relations Act, 1996*.
- (e) The Adviser must, at least 4 weeks before proceeding on leave pursuant to paragraph 10.3(b) above, give written notice of the dates on which he proposes to start and end the period of leave. The proposed dates may be varied by further written notice, subject to the provisions of paragraph 10.3(c) above.

10.4 Prior Service with Another Catholic Diocesan Employer or Catholic Independent School

For the purpose of eligibility for maternity leave and adoption leave pursuant to this clause, a teacher who is not eligible for such leave because he or she has less than twelve months continuous service as required pursuant to Section 57 of the *Industrial Relations Act*, shall nevertheless be deemed to have completed twelve months continuous service with the current employer if immediately prior to commencement of service with the current employer, he or she had twelve months continuous service with another Catholic Diocesan Employer or Catholic Independent School.

"Catholic Diocesan Employer" and "Catholic Independent School" shall have the same meaning as in sub-clause 8.4(d) of this award.

10.5 Casual Advisers

An employer must not fail to re-engage a regular casual Adviser (see section 53(2) of the *Industrial Relations Act 1996* (NSW)) because:

- (a) the Adviser or Adviser's spouse is pregnant; or
- (b) the Adviser is or has been immediately absent on parental leave.

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

10.6 Right to Request

- (a) An Adviser entitled to parental leave may request the employer to allow the Adviser:
 - (i) to extend the period of simultaneous unpaid parental leave up to a maximum of eight weeks;
 - (ii) to extend the period of unpaid parental leave for a further continuous period of leave not exceeding 12 months;
 - (iii) to return from a period of parental leave on a part-time basis until the child reaches school age;to assist the Adviser in reconciling work and parental responsibilities.
- (b) The employer shall consider the request having regard to the Adviser's circumstances and, provided the request is genuinely based on the Adviser'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) Adviser's Request and the Employer's Decision to be in Writing

The Adviser's request and the employer's decision made under subparagraphs (a) (ii) and (iii) of this subclause must be recorded in writing.

(d) Request to Return to Work Part-Time

Where an Adviser wishes to make a request under subparagraph (a) (iii), such a request must be made as soon as possible before the date upon which the employee is due to return to work from parental leave.

10.7 Communication During Parental Leave

(a) Where an Adviser 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 Adviser held before commencing parental leave; and
- (ii) provide an opportunity for the Adviser to discuss any significant effect the change will have on the status or responsibility level of the position the Adviser held before commencing parental leave.

(b) The Adviser shall take reasonable steps to inform the employer about any significant matter that will affect the Adviser's decision regarding the duration of parental leave to be taken, whether the Adviser intends to return to work and whether the Adviser intends to request to return to work on a part-time basis.

(c) The Adviser 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).

11. Long Service Leave

11.1 Applicability of *Long Service Leave Act 1955*

Except in so far as expressly varied by the provisions of this clause, the provisions of the said Act, shall apply to Advisers employed under this award.

11.2 Accrual of Leave from 30 January 2006

The amount of long service leave which an Adviser shall accrue in respect of service performed on and from 30 January 2006 shall be:

(a) In the case of an Adviser who has completed:

- (i) less than ten years service, in respect of full-time service an Adviser shall accrue 6.5 days per year of service; and
- (ii) ten or more years of service, in respect of full-time service a Adviser shall accrue 10 days per year of service.

(b) An Adviser shall be entitled to accrue leave in respect of part-time service as set out in paragraph (a) of this subclause on a pro rata basis according to his or her FTE (as defined in paragraph (c) of this subclause).

- (c) For the purposes of this clause the "FTE" is defined as the proportion to which the number of hours which a part-time Adviser's normal hours bears to the hours which a full-time Adviser is normally required to work. (NB that this formula is the same as that which is utilised in subclause 4.8 of this award for calculation of payment of part-time Advisers).
- (d) A Adviser shall be entitled to leave in accordance with this subclause together with leave accrued before 30 January 2006 pursuant to subclause 11.3.

11.3 Calculation of Accrual as at 29 January 2006

- (a) An Adviser whose employment commenced prior to 30 January 2006 will have accrued long service leave as at 29 January 2006 in accordance with previous award and legislative provisions.

A summary of the accrual rates pursuant to these provisions is set out below:

Calculation of Entitlement:

Prior to 31 July 1985	.866 weeks per year.
1 August 1985 to 30 January 1995	1.05 weeks per year up to 10 years of service. 1.5 weeks per year after 10 years of service.
31 January 1995 to 31 January 2001	1.3 weeks per year up to 10 years of service. 1.9 weeks per year, after 10 years of service.
1 February 2001 to 29 January 2006	1.3 weeks per year up to 10 years of service. 2 weeks per year after 10 years of service.

- (b) It is the intention of the parties that on and from 30 January 2006 long service leave accrual will reflect the differing patterns of work of Advisers within Catholic schools, who change from full-time to part-time and/or vice versa during their working career. To that end on 29 January 2006, all existing accruals will be converted from weeks to working days.
- (c) The following formula will be used to calculate the number of days of long service leave that a Adviser is entitled to as at 29 January 2006:
 - (i) all full-time Advisers, as at 29 January 2006, will have their weeks of accrued long service leave converted to days on the basis of 1 week of accrued leave equals 5 days of accrued leave;
 - (ii) all part-time Advisers, as at 29 January 2006, will have their weeks of accrued long service leave converted to days by averaging the FTE (as defined in accordance with paragraph (c) of subclause 11.2 of this clause) of the last 5 years of eligible service, comparing it with the current FTE (i.e. as at 29 January 2006) and using the higher figure for conversion to days.

11.4 Entitlement to Long Service Leave and Payment of Long Service Leave on Termination

- (a) A Adviser shall be entitled to take long service leave accrued in accordance with subclauses 11.2 and 11.3 of this clause on the completion of ten years service with an employer and on the completion of each additional seven years service thereafter.
- (b) In the case of a Adviser who has completed at least 5 years service with an employer and the service of the Adviser is terminated or ceases for any reason, such teacher shall be paid their accrued long service leave calculated in accordance with subclause 11.2 and subclause 11.3 of this clause.

11.5 Conditions of Taking Leave

- (a) It is the intention of the parties that the number of days of long service leave accrued by the Adviser can be taken at the Adviser's current FTE when the long service leave is taken.

For example, an Adviser works full-time for their first ten years of employment and then reduces to 2.5 days per week (0.5 FTE) for the next five years of their employment. The Adviser would accrue 65 days of long service leave for their first ten years of service and then 25 days of long service leave over their next five years of service, a total of 90 days long service leave. If the Adviser works 2.5 days per week (0.5 FTE) at the time they commence leave, the Adviser would be entitled to take their 90 days of long service leave over 36 weeks.

The following paragraphs (b) - (e) apply to the Dioceses of Broken Bay and Parramatta only. For the corresponding conditions of taking leave for the Archdiocese of Sydney see the Enterprise Agreement for teachers.

- (b) Where an Adviser has become entitled to long service leave in respect of the Adviser's service with an employer, the employer shall give to the Adviser and the Adviser shall take the leave as soon as practicable, having regard to the needs of the employer, provided always that unless the employer otherwise agrees, the Adviser shall give not less than two school terms notice of the Adviser's wish to take leave, and further provided that the employer shall give the Adviser not less than two school terms notice of any requirement that such leave be taken.
- (c) An Adviser may request and be granted up to one weeks leave without pay to be taken in addition to long service leave such that the total period of leave comprises one or more complete school terms.
- (d) Long Service leave will be exclusive of pupil vacation periods adjacent to or within the period of leave. Provided however that in the case only of an Adviser who wishes to take a short block of long service leave immediately before or immediately after a pupil vacation period but not in accordance with sub-clause 11.10 Long Service Leave in Short Blocks nor in accordance with other diocesan policy on long service leave, then the employer may impose that the leave is inclusive of the pupil vacation period adjacent to or within the period of leave.
- (e) Where an Adviser is entitled to an amount of long service leave which is in excess of a school term the Adviser may elect not to take that part of the long service leave which is in excess of a term (the deferred leave), until such time as the Adviser accumulates further entitlements which when taken together with the deferred leave enables long service leave to be taken for a whole term.

11.6 Public Holidays and Long Service Leave

A period of long service leave will be exclusive of a public holiday falling within it.

Notation: A contrary provision applied under previous awards in place from 1 January 1985 until 7 December 2000.

11.7 Service

The service of an Adviser with an employer shall be deemed continuous notwithstanding the service has been interrupted by reason of the Adviser taking approved leave without pay (including unpaid leave in accordance with clause 10, Parental Leave), but the period during which the service is so interrupted shall not be taken into account in calculating the period of service.

11.8 Payment in Lieu of Long Service Leave

- (a) Diocese of Broken Bay
 - (i) Where an Adviser has an entitlement to long service leave and takes leave in accordance with the NSW Long Service Leave Act (that is, at least for a month) the Adviser and the employer may agree that, in addition to payment for the long service leave taken, the Adviser may be paid an amount in lieu of any additional long service leave accumulated by the Adviser.

- (ii) If payment is elected to be taken in lieu of long service leave the amount the employer will pay in lieu of long service leave will be limited to the amount taken in actual leave.
 - (iii) Any payment arising from the conditions applicable in this subclause will be paid by the employer upon the commencement of the Adviser's long service leave.
 - (iv) Where a payment in lieu of long service leave is paid by the employer in accordance with this subclause, an Adviser's entitlements to long service leave will be reduced by the extent of such payment.
- (b) Diocese of Parramatta
- See the relevant Enterprise Agreement for teachers.
- (c) Archdiocese of Sydney
- See the relevant Enterprise Agreement for teachers.

11.9 Long Service Leave and Leave Without Pay

Where an Adviser takes long service leave for an entire school term and the Adviser wishes to take the following school term as leave without pay, the employer will ordinarily consent to such arrangement where the teacher has had five years continuous service with that employer. However such leave without pay will ordinarily be approved for terms in the same year.

11.10 Long Service Leave in Short Blocks

- (a) The Diocese of Broken Bay may permit an Adviser to take long service leave in blocks of less than a full term; provided that:
- (i) the Adviser has eligible service of at least five years;
 - (ii) the application is approved by the Director having regards to the educational needs of the students, critical times of the school year and the personal circumstances of the Adviser;
 - (iii) the minimum period of leave to be taken in any one application is two weeks;
 - (iv) the period of leave is taken within a single term; and
 - (v) the leave may not be taken during the first four weeks of first term.
- (b) Diocese of Parramatta
- See the relevant Enterprise Agreement for teachers.
- (c) Archdiocese of Sydney
- See the relevant Enterprise Agreement for teachers.

12. Other Leave

12.1 Bereavement Leave

- (a) An Adviser shall on the death of a spouse, father, mother, father-in-law, mother-in-law, grandparent, brother, sister, child, stepchild or grandchild of the Adviser be entitled to paid leave up to and including the day of the funeral of such relative. Such leave shall not exceed three school days. An Adviser may be required to provide the employer with satisfactory evidence of such death.

- (b) Where an Adviser takes bereavement leave in accordance with paragraph (a) of this subclause an employer in their absolute discretion may grant the Adviser additional leave as leave without pay or leave with pay.
- (c) Where an Adviser requests leave to attend a funeral of a person not specified in paragraph (a), the employer in their absolute discretion may grant the Adviser leave as leave without pay or bereavement leave with pay.
- (d) Where an employer grants an Adviser leave with pay in accordance with paragraphs (b) or (c), such leave will be deducted from the Adviser's entitlement to sick leave in accordance with clause 8, Sick Leave.

An Adviser may be required to provide his/her employer with satisfactory evidence of such death.

- (e) Bereavement Leave shall be available to the Adviser in respect to the death of a person in relation to whom the Adviser could have utilised Personal/Carer's Leave in clause 9, provided that for the purpose of Bereavement Leave, the Adviser need not have been responsible for the care of the person concerned.
- (f) Bereavement Leave may be taken in conjunction with other leave available under subclause 9.4 of clause 9, Catholic Personal/ Carer's Leave. In determining such a request the employer will give consideration to the circumstances of the Adviser and the reasonable operational requirements of the business.
- (g) Bereavement entitlement for Casual Advisers
 - (i) Casual Advisers are entitled to not be available to attend work, or to leave work upon the death in Australia of a person prescribed in relation to whom the principal could have utilised Catholic Personal/ Carer's Leave in sub-clause 9.5, provided that for the purpose of this bereavement entitlement, the casual Adviser need not have been responsible for the care of the person concerned. A casual Adviser must notify their employer as soon as practicable of their intention to access this entitlement and may be required to provide the employer with satisfactory evidence of such death.
 - (ii) The employer and the Adviser shall agree on the period for which the Adviser will be entitled to not be available to attend work. In the absence of agreement, the Adviser is entitled to not be available to attend work for up to 48 hours (i.e. two days) per occasion. The casual Adviser is not entitled to any payment for the period of non-attendance.
 - (iii) An employer must not fail to re-engage a casual Adviser because the Adviser accessed the entitlements provided for in this clause. The rights of an employer to engage or not engage a casual Adviser are otherwise not affected.

12.2 Military Reserve Leave

An Adviser who is a member of the Australian Military Reserve or other Australian military forces shall be granted unpaid leave for the purpose of attending any compulsory camp or posting.

12.3 Examination Study Leave

Any Adviser, who for the purposes of furthering her/his educational training, enrolls in any course at a recognised higher education institution, shall be granted:-

- (a) leave with pay on the day of any examination required in the course.
- (b) leave without pay for the purpose of attending any compulsory residential school which is part of such course.

12.4 Jury Service

- (a) A full time or part-time Adviser required to attend for jury service during ordinary working hours shall be provided with paid leave for this purpose. The Adviser shall be required to reimburse to the employer any monies payable to the Adviser for such attendance (excluding reimbursement of expenses) which required the Adviser's absence from work.
- (b) The Adviser shall notify the employer as soon as possible of the date upon which he or she is required to attend for jury service. The Adviser shall provide to the employer a copy of the summons to attend jury duty and a record of payments received as proof of attendance.

12.5 Short Community Service

Where an Adviser's involvement in a community service activity has been approved by the employer after consideration of the needs of the employer, an Adviser shall be entitled to paid leave of not more than five days in any school year (unless agreed with the employer) for emergency leave for service to the community. Examples of purposes for which such leave may be granted include to work in the State Emergency Service or Volunteer Fire Brigade.

12.6 Overseas Volunteer Programs

- (a) A full-time or part-time Adviser shall be entitled to leave without pay to work in a recognised overseas volunteer program in accordance with this sub-clause. Such leave shall normally be granted for one year but may be granted for up to two years if required by the relevant volunteer program and agreed by the employer.
- (b) An Adviser is eligible for leave after completion of five years continuous service with the employer. An application for leave shall be accompanied by evidence of approval to work in the scheme and the proposed period of leave.
- (c) Such leave without pay shall not count as service with the employer for the purpose of long service leave.

13. Termination

13.1 Period of Notice

The employment of any Adviser shall not be terminated without at least four school term weeks notice on either side or the payment of or forfeiture of four weeks' salary in lieu of notice.

Provided, however, that where the employer intends to terminate the employment of an Adviser for a reason not reflecting any fault on the part of such Adviser the following conditions shall apply:

- (a) at least four school term weeks notice of the termination or salary in lieu of such notice shall be given;
- (b) the employer shall offer to the Adviser a position in a school; and
 - (i) the Adviser shall be paid at the appropriate classification with years of service including service as an Adviser except that if he or she was employed in a promotions position prior to appointment as an Adviser he or she shall be offered a similar position in a school; and
 - (ii) if the position which is offered is not acceptable to the Adviser the employer shall make available one other such position in a school.

13.2 Summary Dismissal

The foregoing shall not affect the right of the employer to dismiss summarily any Adviser for incompetence, misrepresentation, neglect of duty or other misconduct.

13.3 Payment on Termination

A full-time or part-time Adviser shall be entitled on termination of employment to a payment calculated in accordance with this clause which will apply:

- (a) in lieu of the corresponding provisions of the *Annual Holidays Act, 1944*; and
- (b) notwithstanding any other provisions in this award.

13.4 Calculation of Payments

- (a) A payment made pursuant to this clause to an Adviser whose working hours have remained constant during the school year in which the termination is effective shall be calculated in accordance with the following formula:

$$\text{Step 1} \quad \frac{A \times B}{C} = D$$

$$\text{Step 2} \quad D - E = F$$

$$\text{Step 3} \quad \frac{F \times G}{2} = H$$

where:

A = The number of term weeks worked by the Adviser since the school service date

B = The number of non-term weeks in the school year

C = The number of term weeks in the school year

D = Result in weeks

E = The number of non-term weeks worked by the Adviser since the school service date

F = Result in weeks

G = Adviser's current fortnightly salary

H = Amount Due

- (b) A payment made pursuant to this clause to an Adviser whose working hours have varied during the course of the school year in which the termination is effective shall be calculated in accordance with the following formula:

$$\text{Step 1} \quad \underline{A \times B} = C$$

$$\text{Step 2} \quad C \times D = F$$

$$\text{Step 3} \quad \underline{F - B} = G$$

where:

- A = Total salary paid to the Adviser since the school service date
- B = Salary paid to the Adviser in respect of non-terms weeks since the school service date
- C = Salary paid to the Adviser in respect of term weeks since the school service date
- D = The total number of non-term weeks in the school year
- E = The total number of term weeks in the school year
- F = Result in dollars
- G = Amount Due

13.5 Statement of Service

Refer to sub-clause 3.6 of clause 3, Terms of Engagement

14. Occupational Superannuation (Contribution By Employer)

14.1 Definitions - For the purposes of this clause:

- (a) "Basic earnings" shall mean:
- (i) the minimum annual rate of salary and allowance prescribed from time to time for the employee by sub clauses 4.1 and 4.2 of clause 4, Salaries and Related Matters; and
 - (ii) the amount of any payment made to the employee pursuant to clause 5 Annual Adjustment of Salary or clause 14 Termination.
- (b) "Employee" means an Adviser to whom this award applies.
- (c) "Employer" means the employer of an Adviser to whom this award applies.
- (d) "Fund" means:
- (i) the New South Wales Non-Government Schools Superannuation Fund and the Catholic Superannuation and Retirement Fund; or
 - (ii) any other superannuation fund approved in accordance with the Commonwealth's operational standards for occupational superannuation funds which the employee is eligible to join and which is approved by the employer as a fund into which an employee of that employer may elect to have the employer pay contributions made pursuant to this award in respect of that employee.

14.2 Fund - The New South Wales Non-Government Schools Superannuation Fund shall be made available by each employer to each employee.

14.3 Benefits

- (a) Except as provided in paragraphs (b), (d), (e) and (g) of this subclause, each employer shall, in respect of each employee employed by it, pay contributions into a fund to which the employee is eligible to belong; and, if the employee is eligible to belong to more than one fund, the fund nominated by the employee, at the rate of nine or such other rate as provided by superannuation legislation as amended from time to time per cent of the employee's basic earnings.
- (b) Where an employee is absent on sick leave and only entitled pursuant to the provisions of this award to receive payment for such sick leave at half pay, the employers' contributions pursuant to this award in respect of that employee during the period of such sick leave shall be reduced to three per cent of the half pay to which the employee is entitled.

- (c) Subject to paragraph (g) of this subclause, contributions shall be paid at intervals and in accordance with the procedures and subject to the requirements prescribed by the relevant fund or as trustees of the fund may reasonably determine.
- (d) An employer shall not be required to make contributions pursuant to this award in respect of an employee in respect of a period when that employee is absent from his or her employment without pay.
- (e) Contributions shall commence to be paid:
 - (i) in the case of an employee who was employed at 1 July 1988, from the beginning of the first pay period commencing on or after 1 July 1988; and
 - (ii) in the case of an employee employed after 1 July 1988, from the beginning of the first pay period commencing on or after the employee's date of engagement.

Provided that if the employee had not applied to join a fund within six weeks of 1 July 1988 (in the case of an employee employed at 1 July 1988), or within six weeks of the employee's date of engagement (in the case of an employee who is employed after 1 July 1988), the employer shall commence to pay contributions from the beginning of the next pay period commencing on or after the date on which the employee applies to join a fund.

- (f) The employee shall advise the employer in writing of the employee's application to join a fund pursuant to this award.
- (g) An employer shall make contributions pursuant to this award in respect of qualified employees in each ensuing year of employment with that employer.

Such contributions shall be made in respect of all days worked by the employee for the employer during that year and shall be paid by the employer to the relevant fund at the time of issue to the employee of his or her annual group certificate, provided that prior to the immediately preceding 30 June the employee has applied to join a fund.

- (h) Where an employer approves a fund, other than the Non-Government Schools Superannuation Fund, as one to which the employer will pay contributions in respect of its employees or a class or classes such employees, the employer shall notify its employees of such approval and shall, if an employee so requests, provide the employee with a copy of the Trust Deed of such fund and of a letter from the Insurance and Superannuation Commissioner, granting interim or final listing to the fund, at a cost of 80 cents per page of such copies.
- (i) When a new employee commences in employment, the employer shall advise the employee in writing of the employee's entitlements under this award within two weeks of the date of commencement of employment and also of the provisions of paragraph (e) of this subclause.

14.4 Transfers between Funds - If an employee is eligible to belong to more than one fund, the employee shall be entitled to notify the employer that the employee wishes the employer to pay contributions in respect of the employee to a new fund, but shall not be entitled to do so within three years after the notification made by the employee pursuant to paragraph (f) of subclause 14.3 of this clause or within three years after the last notification made by the employee pursuant to this clause. The employer shall only be obliged to make such contributions to the new fund where the employer has been advised in writing:

- (a) of the employee's application to join the other fund; and
- (b) that the employee has notified the trustees of the employee's former fund that the employee no longer wishes the contributions which are paid on the employee's behalf to be paid to that fund.

15. Anti-Discrimination

- (a) It is the intention of the parties bound by this award to seek to achieve the object in Section 3 (f) of the *Industrial Relations Act 1996* to prevent and eliminate discrimination in the workplace. This includes discrimination on the grounds of race, sex, marital status, disability, homosexuality, transgender identity, age and responsibilities as a carer.
- (b) It follows that in fulfilling their obligations under the dispute resolution procedure prescribed in this award the parties have obligations to ensure that the operation of the provision 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 of operation, has a direct or indirect discriminatory effect.
- (c) Under the *Anti-Discrimination Act 1977*, it is unlawful to victimise an employee who has made or may make or has been involved in a complaint of unlawful discrimination or harassment.
- (d) Nothing in this clause is to be taken to effect:
- (i) any conduct or act which is specifically exempted from anti-discrimination legislation;
 - (ii) any act or practice of a body established to propagate religion which is exempted under section 56(d) of the *Anti-Discrimination Act 1977*;
 - (iii) a party to this award from pursuing matters of unlawful discrimination.
- (e) This clause does not create legal rights or obligations in addition to those imposed upon the parties by the legislation referred to in this clause.
- (i) Employers and employees may also be subject to Commonwealth Anti-Discrimination legislation.
 - (ii) Section 56(d) of the *Anti-Discrimination Act 1977* provides:

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

16. Fair Procedures for Investigating Allegations

OF REPORTABLE CONDUCT AND EXEMPT

ALLEGATIONS PURSUANT TO THE *OMBUDSMAN ACT 1974*

16.1 Definitions

For the purpose of this clause:

"Child" means a person under the age of 18 years.

"Reportable Conduct" as defined in the *Ombudsman Act 1974* means:

- (a) Any sexual offence, or sexual misconduct, committed against, with or in the presence of a child (including a child pornography offence), or
- (b) Any assault, ill treatment or neglect of a child, or

- (c) any behaviour that causes psychological harm to a child, whether or not, in any case, with the consent of the child.

"Exempt Allegation" means an allegation to which one or more of the exemptions to reportable conduct pursuant to the *Ombudsman Act 1974* applies. These exemptions are:

- (a) conduct that is reasonable for the purpose of the discipline, management or care of children, having regard to the age, maturity, health or other characteristics of the children and to any relevant codes of conduct or professional standards, or
- (b) the use of physical force that, in all the circumstances, is trivial and negligible, but only if the matter is to be investigated and the result of the investigation recorded under workplace employment procedures, or
- (c) conduct of a class or kind exempted from being reportable conduct by the Ombudsman under section 25CA of the *Ombudsman Act 1974*.

"Reportable allegation" means an allegation of reportable conduct against an employee or an allegation of misconduct that may involve reportable conduct.

16.2 Natural Justice to Employees in Dealing with Reportable Allegations and Exempt Allegations

An employee, against whom a reportable allegation or an exempt allegation has been made in the course of employment, is to be informed by his or her employer (or the person delegated by his or her employer to do so) of the reportable allegation or exempt allegation made against them and be given:

- (a) an opportunity to respond to the reportable allegation or exempt allegation; and
- (b) sufficient information to enable them to respond to the matters alleged against him/her. He or she must be given full details unless the Police or other government agency involved in the investigation of the matters alleged against the employee, have otherwise directed the employer not to do so.

Where an interview is required, the employee shall be advised in advance of the general purpose of any interview relevant to the reportable allegation or exempt allegation the names and positions of persons who will be attending the interview; the right to be advised of an entitlement to be accompanied by a person of the employee's choice (a witness), and sufficient notice of the proposed meeting time to allow such witness to attend. Such witness may be a union representative.

16.3 Access to files

- (a) Such employee is to be informed by his or her employer of the location of any files that the employer holds relating to the employee, concerning a reportable allegation or an exempt allegation made against the employee.
- (b) The employee may, subject to giving reasonable notice, have the right to inspect such files held by the employer.
- (c) The employer may restrict or withhold access to any such file, or part of a file, where the employer has reason to believe that the provision of access would either:
 - (i) compromise or put at risk the welfare or safety of a child who is the alleged victim or subject of the reportable allegation or exempt allegation, or
 - (ii) contravene any statutory provision, or guideline or policy directive of an government authority or agency, in relation to the reporting or investigation, including police criminal investigation, of any reportable allegation or exempt allegations, or

- (iii) prevent the employer from conducting or completing the investigation or reporting of the details of a reportable allegation or an exempt allegation against an employee, in compliance with any statutory deadline.

16.4 Additional Documentation from Employee

- (a) An employee against whom a reportable allegation or an exempt allegation has been made may submit to his or her employer documentation, in response to the matters alleged against him or her.
- (b) The employer must place such documentation on the file held by the employer concerning the reportable allegation or exempt allegation made against the employee.

16.5 Confidentiality of documents and files

- (a) The employer must implement procedures to safeguard the confidentiality of any file held by the employer concerning any reportable allegation or exempt allegations made against an employee.

17. Suspension

Notwithstanding any of the provisions of this award an employer may suspend an Adviser with or without pay while considering any matter which in the view of the employer could lead to the Adviser's summary dismissal. Suspension without pay shall not be implemented by the employer without prior discussion with the Adviser and shall not except with the Adviser's consent exceed a period of four weeks.

18. Disputes Procedures

The objective of these procedures is the avoidance or resolution of industrial disputation, arising under this Award, by measures based on consultation, co-operation and negotiation.

- 18.1 Without prejudice to other party, the parties shall ensure the continuation of work in accordance with this award and custom and practice in the workplace.
- 18.2 In the event of any matter arising which is of concern or interest, the Adviser shall discuss this matter with his or her supervisor.
- 18.3 If the matter is not resolved at this level, the Adviser may refer this matter to the union representative in the workplace, who will discuss the matter with the appropriate representative of the employer.
- 18.4 If the matter remains unresolved, it shall be referred to the General Secretary of the union or his or her nominee and the nominee of the employer for discussion and appropriate action.
- 18.5 If this matter cannot be resolved at this level it may be referred to the Industrial Relations Commission.
- 18.6 Nothing contained in this procedure shall prevent the General Secretary of the union or his or her nominee or the nominee of the employer from entering into negotiations at any level either at the request of a member or on his or her own initiative in respect of matters in dispute should such action be considered conducive to achieving resolution of the dispute.

19. No Extra Claims

- 19.1 It is a term of this award that the union will not make or pursue any extra award claims for improvements in wages or other terms and conditions of employment until 31 December 2008.
- 19.2 The parties agree that the wage increases provided for in this award are in lieu of any improvements in wages provided for under any decision of the Industrial Relations Commission of New South Wales (including any State Wage Case decision) handed down prior to or during the nominal term of this award and until 31 December 2008 and no claim can be made for such increases.

20. Area, Incidence and Duration

- 20.1 This award replaces and rescinds the Advisers (Archdiocese of Sydney and Dioceses of Broken Bay and Parramatta) (State) Award 2004 published on 4 March 2005 (348 I.G. 997) and all variations thereto.
- 20.2 This award shall apply to all Advisers employed by the Catholic Education Office Archdiocese of Sydney, Catholic Schools Office, Diocese of Broken Bay or Catholic Education Office Diocese of Parramatta, with the exception of members of a recognised religious teaching order and/or Clerks in Holy Orders and/or Ministers of Religion, provided that application may be made on behalf of any such member to be included within the scope of this Award.
- 20.3 This award shall take effect from 1 January 2006 and remain in force until 31 December 2008.

PART B

MONETARY RATES

Table 1 - Wage Rates

ANNUAL SALARY			
Step	Effective from first pay period on or after 1 January 2006 Steps 1-12 (3%) Step 13 (4.5%) \$	Effective from first pay period on or after 1 January 2007 Steps 1-12 (3%) Step 13 (4.5%) \$	Effective from first pay period on or after 1 January 2008 Steps 1-12 (3%) Step 13 (4%) \$
1	36,936	38,044	39,185
2	40,259	41,467	42,711
3	42,943	44,231	45,558
4	45,167	46,522	47,918
5	47,621	49,050	50,522
6	50,072	51,574	53,121
7	52,527	54,103	55,726
8	54,983	56,632	58,331
9	57,435	59,158	60,933
10	59,888	61,685	63,536
11	62,341	64,211	66,137
12	64,798	66,742	68,744
13	69,334	72,454	75,352

Table 2 - Other Rates of Pay and Allowances

Item No.	Clause No.	Step	Annual Allowance		
			Effective from first pay period on or after 1 January 2006	Effective from first pay period on or after 1 January 2007	Effective from first pay period on or after 1 January 2008
1	4.2(a)	Step 1	11,163	11,263	11,714
	4.2(b)	Step 2	18,113	18,491	19,231
	4.2(c)	Step 3	20,237	20,700	21,528

Item No.	Clause No.	Distance travelled per year for work	
2	4.10(a)	0-8000 km 63.6 cents	8001 km or more 26.1 cents

3	4.10(b)	26.1 cents	
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ANNEXURE A

1. TEACHER CLASSIFICATIONS

This Annexure contains more detail concerning qualifications equivalent to those specified for classifications in clause 2. Definitions of this award.

- (a) Four Years Trained Teacher includes a teacher with the following equivalent qualifications:
- (i) A teacher who has satisfactorily completed a four years' training course at Sydney Teachers' College and the New South Wales Conservatorium of Music; or
 - (ii) A teacher who has satisfactorily completed a four years' diploma of Art course that incorporates the equivalent of a one year's full-time course in teacher education at a recognised higher education institution; or
 - (iii) A teacher, who in addition to satisfying the requirements for classification as a Three Years Trained Teacher, has satisfactorily completed a two-semester course of training for teacher-librarians conducted by a recognised higher education institution;
 - (iv) A teacher, who in addition to being a graduate, has completed a two-semester course of training for teacher-librarians conducted by a recognised higher education institution;
 - (v) A teacher, who in addition to being a graduate, is eligible for Associate (Professional) Membership of the Library Association of Australia.
- (b) Three Years Trained Teacher includes a teacher with the following equivalent qualifications:
- (i) A Two Years Trained Teacher who, in addition, has satisfactorily completed the two semester course of training for teacher-librarians conducted by a recognised higher education institution; or
 - (ii) A teacher who is a Three Years Conditionally Classified Teacher, who in addition to the qualifications necessary to gain a Three Years Conditionally Classified status, has satisfactorily completed a two-semester course of training for teacher-librarians conducted by a recognised higher education institution; or
 - (iii) A teacher employed as a teacher-librarian who is eligible for Associate (Professional) Membership of the Library Association of Australia, but is not a graduate.
 - (iv) A person employed as a teacher-librarian who is eligible for Associate (Professional) Membership of the Library Association of Australia, but who is not a graduate; or
- (c) Two Years Trained Teacher includes a teacher with the following equivalent qualifications:
- (i) A teacher who is a Two Years Conditionally Classified Teacher who in addition to the qualifications necessary for Two Years Conditionally Classified status, has satisfactorily completed a two-semester course of training for teacher-librarians conducted by a recognised higher education institution; or
 - (ii) A teacher who was classified as a One Year Trained Teacher prior to the introduction of this award and who in addition to the qualifications necessary for that classification, has satisfactorily completed a two-semester course of training for teacher-librarians conducted by a recognised higher education institution.

ANNEXURE B

PORTABILITY

Part to be completed by Adviser:

Name of Adviser:

Name of former Diocesan Employer:

I, _____ was formerly employed by _____
 (Name of Adviser) (Name of former Catholic Diocese)

as a Adviser/other from _____ to _____
 (Date) (Date)

I commenced as a _____ with the Diocese on _____
 (Adviser/other) (Date)

 Signature

 Date

Part to be completed by former Catholic Diocesan Employer:

_____ was employed by the Diocese as a _____
 (Name of Adviser) (Adviser/other)

and ceased work on _____
 Date

At that time, untaken sick leave with our Diocese over the proceeding _____ years of continuous service is as follows:

_____ (Date)

SET OUT RECORD

e.g.:

Last year of employment	Sick Days
Year 2 accumulation	Sick Days
Year 3 accumulation	Sick Days
Year 4 accumulation	Sick Days
Year 5 accumulation	Sick Days
Year 6 accumulation	Sick Days

 Diocesan Officer

 Date

M. SCHMIDT J.

Printed by the authority of the Industrial Registrar.

(492)

SERIAL C4591

TEACHERS (ARCHDIOCESE OF SYDNEY AND DIOCESES OF BROKEN BAY AND PARRAMATTA) (STATE) AWARD 2004

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

Application by New South Wales Independent Education Union, Industrial Organisation of Employees.

(No. IRC 6384 of 2005)

Before The Honourable Justice Wright, President

20 February 2006

AWARD

PART A - CONDITIONS

1. Arrangement

This award is arranged as follows:

1. Arrangement
2. Definitions
 - (a) Teacher
 - (b) Full-Time Teacher
 - (c) Part-Time Teacher
 - (d) Casual Teacher
 - (e) Temporary Teacher
 - (f) Graduate
 - (g) Equivalent Qualifications or Equivalent Course
 - (h) Recognised School
 - (i) Recognised Higher Education Institution
 - (j) Degree
 - (k) Graduate Diploma
 - (l) Teacher Not Otherwise Classified
 - (m) Two Years Trained Teacher
 - (n) Three Years Trained Teacher
 - (o) Four Years Trained Teacher
 - (p) Five Years Trained Teacher
 - (q) Conditionally Classified Two Years or Three Years Trained Teacher
 - (r) Conditionally Classified Four Years Trained Teacher
 - (s) Teacher-Librarian
 - (t) Assistant Principal
 - (u) Positions of Special Responsibility
 - (v) Senior Teacher 2
 - (w) Union
 - (x) Service Date
 - (y) Statement of Service
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 - 3.1 Letter of Appointment
 - 3.2 Selection and Appointment Procedures
 - 3.3 Normal Duties
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- 3.5 Teacher Skill Development
- 3.6 Employer Direction
- 3.7 Statement of Service
- 3.8 Casual teachers - Statement
- 4. Salaries and Related Matters
 - 4.1 Salaries Payable
 - 4.2 Special Education Teacher Allowance
 - 4.3 Credit for Previous Teaching Service
 - 4.4 Credit for Other Service
 - 4.5 Process for Applying For Credit for Service
 - 4.6 Progression (Completion of Qualifications)
 - 4.7 Payment of Salary
 - 4.8 Payment of Part-Time Temporary and Casual Teachers
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 - 4.11 Overpayment
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- 5. Promotion Positions
 - 5.1 Allowances
 - 5.2 Acting Appointments
 - 5.3 Appointment on Merit
 - 5.4 Areas of Instruction - Secondary Schools
 - 5.5 Promotion Positions - Primary and Secondary Departments
 - 5.6 Period of Appointment
- 6. Teacher Librarians
- 7. Annual Adjustment of Salary
 - 7.1 In Lieu of the *Annual Holidays Act 1944*
 - 7.2 Application of Clause
 - 7.3 Calculation of Payments
 - 7.4 Teachers who commence Employment after the School Service Date
 - 7.5 Teachers who take Approved Leave Without Pay or Parental Leave
 - 7.6 Teachers Whose Hours Have Varied
 - 7.7 Payment Not Less than under *Annual Holidays Act 1944*
- 8. Annual Holiday Loading
- 9. Union Members and Representative
 - 9.1 Meeting of Members
 - 9.2 Posting of Notices
 - 9.3 Interview with Employer
- 10. Sick Leave
 - 10.1 Entitlement
 - 10.2 Accumulation
 - 10.3 Evidence of Sickness
 - 10.4 Portability
- 11. Catholic Personal/Carer's Leave
 - 11.1 Use of Sick Leave to Provide Care and Support for a Family Member
 - 11.2 Use of Sick Leave for a Pressing Domestic Necessity
 - 11.3 Notification of Intention to Take Leave
 - 11.4 Unpaid Leave for Family Purpose
 - 11.5 Entitlement for Casual Teachers
- 12. Parental Leave
 - 12.1 Maternity Leave
 - 12.2 Adoption Leave

- 12.3 Paternity Leave
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- 12.5 Casual Teachers
- 12.6 Right to Request
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 - 13.4 Entitlement to Long Service Leave and Payment on Termination
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- 20. Disputes Procedure
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PART B
MONETARY RATES

Table 1 - Wage Rates

Table 2 - Allowances for Positions of Special Responsibility

Table 3A - Allowances for Assistant Principal Positions in the Diocese of Broken Bay

Table 3B - Salaries for Assistant Principal Positions for the Archdiocese of Sydney and Diocese of Parramatta

Table 4 - Other Rates

Annexure A - Teacher Classifications and Teacher Librarians

Annexure B - Portability

2. Definitions

For the purpose of this award:

- (a) "Teacher" means a person employed as such to assist the Principal in the work of the school.
- (b) "Full-Time Teacher" means any teacher other than a casual or part-time teacher.
- (c) "Part-Time Teacher" means a teacher who is engaged to work regularly, but for less than a full school week and not more than 0.8 of the normal hours which a full-time teacher at the school is required to teach. A part-time teacher may work more than 0.8 of the normal full-time load where an agreement has been reached by the parties. Such agreement shall be recorded in writing and signed by the teacher and representative of the employer. Any additional terms of the agreement (such as the length of the term of the agreement and the scheduling of the time that the teacher is not required to teach) shall be included.
- (d) "Casual Teacher" means a teacher engaged as such by an employer. A casual teacher will not normally be employed for a period greater than four school weeks for each engagement.
- (e) "Temporary Teacher" means a teacher employed to work full-time or part-time for a specified period, which is greater than four school weeks. A teacher may be employed as a Temporary Teacher in the following circumstances:
 - (i) where a teacher is employed to replace a teacher on leave or secondment.
 - (ii) where a school's staffing is to be reduced in the following year overall or in a department (in a secondary school). This may include but is not limited to circumstances such as declining enrolments or school amalgamations.
 - (iii) where a teacher is employed on a specific programme not funded by the diocese, or a new programme or initiative funded by the diocese which is not of an on-going nature.
 - (iv) where a teacher resigns during a school year and the usual diocesan practice is that such positions are filled on a temporary basis.
 - (v) where an ongoing position has not been able to be filled using normal selection criteria and the teacher has been informed of this in writing prior to the appointment.

Applicants must be advised in writing prior to accepting a position that it is temporary, the expected length of the appointment and the reason why it is temporary, such reason being one of the reasons specified above.

In the case of paragraph (i), the appointment may be for the whole of the period of leave or secondment of the teacher. In the case of paragraphs (ii) and (iii), the appointment may be for a period of up to two full school years. The employer, the union and the teacher may agree to extend the temporary period of appointment beyond two years. The union shall not withhold its consent unreasonably.

In the case of paragraph (iv) the appointment may be for not longer than the end of the school year in which the appointment occurs.

In the case of paragraph (v) the appointment may be for a period of up to one full school year.

The parties recognise that a temporary teacher may be appointed to a series of different temporary positions either within the school or at another school of the employer immediately following the cessation of a prior temporary appointment.

- (f) "Graduate" means a teacher who holds a degree from a recognised higher education institution.
- (g) "Equivalent Qualifications or Equivalent Course" means qualifications or a course, as the case may be, which is specified by Annexure A of this award as being equivalent to a particular qualification or course prescribed by this award, which the employer and teacher agree as being equivalent to the qualification or course prescribed by the clause in question in this award or which the Industrial Relations Commission determines as being so equivalent.
- (h) "Recognised School" means a school registered under the provisions of the *Education Act* 1990 or any registered special school within the meaning of that Act or school for the disabled.
- (i) "Recognised Higher Education Institution" means an Australian university recognised by the relevant Australian tertiary education authority from time to time or a former College of Advanced Education recognised by the Tertiary Education Commission.
- (j) "Degree" means a course of study at a recognised higher education institution of at least three years full-time duration or its part-time equivalent.
- (k) "Graduate Diploma" means a course of study at a recognised higher education institution of at least one year's full-time duration or its part-time equivalent.
- (l) "Teacher Not Otherwise Classified" means a teacher who is not Two, Three, Four or Five Years Trained nor Conditionally Classified Two, Three or Four Years Trained.
- (m) "Two Years Trained Teacher" means:
 - (i) A teacher who has satisfactorily completed a two years full-time course in teacher education at a recognised higher education institution; or
 - (ii) A teacher who has acquired other equivalent qualifications (as defined in paragraph (g) above).
- (n) "Three Years Trained Teacher" means:
 - (i) A teacher who has satisfactorily completed a three years full-time course in teacher education at a recognised higher education institution; or
 - (ii) A teacher who has acquired other equivalent qualifications (as defined in paragraph (g) above).
- (o) "Four Years Trained Teacher" means:
 - (i) A teacher who is a graduate in Education (four years full-time course); or
 - (ii) A teacher who is a graduate who in addition has satisfactorily completed at least a one year's full-time course in teacher education which contains units relating to teaching theory and practice at a recognised higher education institution; or
 - (iii) A teacher who in addition to satisfying the requirements for classification as a Three Years Trained Teacher, has been awarded a Graduate Diploma at a recognised higher education institution; or
 - (iv) A teacher who has acquired other equivalent qualifications (as defined in paragraph (g) above).

- (p) "Five Years Trained Teacher" means:
- (i) A teacher who has satisfactorily completed a degree requiring a minimum of four years' full-time study from a recognised higher education institution and who, in addition, has satisfactorily completed a one year's full-time course in teacher education which contains units relating to teaching theory and practice; or
 - (ii) A Four Years Trained Teacher who, in addition, has satisfactorily completed either a Masters or Doctorate degree from a recognised higher education institution; or
 - (iii) A teacher who has obtained other equivalent qualifications.
- (q) "Conditionally Classified Two Years/Three Years Trained Teacher" means; a teacher who has attempted all of the requirements for the course of teacher education but has not yet satisfied the requirements to be granted the qualification. The classification "Conditionally Classified Two Years Trained Teacher" shall only apply to persons classified as such and who were employed on or before 29 January 2006.
- (r) "Conditionally Classified Four Years Trained Teacher" means a teacher who is a graduate other than a graduate to whom subclause (o) of this clause applies.
- (s) "Teacher-Librarian" means a teacher appointed as such.
- (t) "Assistant Principal" means a teacher appointed as such, who assists the Principal in his/her responsibility for the conduct and organisation of the school.
- (u) Positions of Special Responsibility:
- (i) "Co-ordinator 1" means a teacher appointed as such with duties as set out in the relevant Diocesan agreement.
 - (ii) "Co-ordinator 2" means a teacher appointed as such with duties as set out in the relevant Diocesan agreement.
 - (iii) "Co-ordinator 3" means a teacher appointed as such with duties as set out in the relevant Diocesan agreement.
 - (v) "Senior Teacher 2" means a teacher who is a Senior Teacher 1 and is appointed as a Senior Teacher 2 in the Archdiocese of Sydney with duties as set out in the relevant Diocesan agreement. (Senior Teacher - 1" means a teacher who was classified as such prior to the introduction of this award).
- (w) "Union" means the New South Wales Independent Education Union.
- (x) "Service Date" means the usual commencement date of employment at a school for teachers who are to commence teaching on the first day of the first term.
- (y) "Statement of Service" means a statement from an employer on official letterhead that contains a start date, termination date, whether service was full-time, part-time or casual, whether any paid promotions positions were held and whether any leave without pay was taken.

3. Terms of Engagement

3.1 Letter of Appointment

The employer shall provide a teacher (other than a casual teacher), on appointment, with a letter stating inter alia the classification and rate of salary as at appointment, the normal teaching load that will be required and an outline of superannuation benefits available to teachers at the school.

3.2 Selection and Appointment Procedures.

Normally, teaching positions except temporary positions of up to one term's duration and casual positions will be appropriately advertised and appointments will be made following a selection process. Such appointments will be made on the basis of merit and suitability in accordance with documented diocesan selection process and appointment procedures.

3.3 Normal Duties

The normal duties of teachers shall include playground duties, sports duties, and usual extra-curricular activities and, in relation to teachers appointed to residential positions, the usual residential duties.

3.4 Meal Break

A teacher shall be entitled to a minimum of 30 consecutive minutes as a meal break during which period a teacher shall not be required to hold meetings, supervise, teach or coach sport, team games, cultural or academic activities.

3.5 Teacher Skill Development

- (a) Induction - A teacher in his or her first year of experience shall participate in an induction process of one year's duration, provided that in certain circumstances the teacher and the employer may agree that the teacher should participate in the induction process for a further year.

The induction process shall be determined by the employer or the Principal in consultation with the teacher to assist the teacher's professional development, which shall be reviewed regularly throughout the year.

The employer may provide a written statement to the teacher not later than four weeks before the end of the school year outlining the teacher's progress and development.

- (b) A teacher may request and be given from time to time by the employer or the Principal appropriate documentation as evidence of the teacher's professional development and experience. These documents may, if the teacher wishes, form a portfolio which shall remain the property of the teacher.
- (c) Where the employer considers that a problem exists in relation to the teacher's performance the employer shall not use any agreed teacher development process in substitution for, or as alternative to, in whole or in part, procedures which apply to the handling of such problems.
- (d) A teacher returning to teaching after an absence of five or more years shall be offered support through an induction process as provided for in paragraph (a) of this sub-clause with appropriate modification and shall be expected to participate as appropriate.

3.6 An employer may direct a teacher to carry out such duties as are within the limits of the teacher's skill, competence and/or training.

3.7 Upon the termination of service of a teacher (other than a casual teacher), the employer shall provide a statement of service.

3.8 Upon request, a casual teacher shall be supplied with a statement setting out the number of days of duty undertaken by the casual teacher during the period of the engagement, provided such request is made during or on termination of the casual engagement.

4. Salaries and Related Matters

4.1 Salaries Payable -

- (a) The minimum annual rate of salary payable to full-time teachers in schools shall be as set out in Table 1 - Wage Rates of Part B, Monetary Rates. Fortnightly salaries shall be ascertained by multiplying the annual salary by 14 and dividing by 365 with the answer rounded to two decimal points.
- (b) Five Years Trained Teacher
- A Five Years Trained Teacher shall commence on Step 6 and progress according to years of service to Step 13.
- (c) Four Years Trained Teacher
- A Four Years Trained Teacher shall commence on Step 5 and progress according to years of service to Step 13.
- (d) Three Years Trained Teacher
- (i) A Three Years Trained Teacher shall commence on Step 3 and progress according to years of service to Step 13.
- (ii) A Three Years Trained Teacher on Steps 3 to 8, who by further study, completes the equivalent of one year of full-time study of a degree course, shall have his or her salary advanced one increment with retention of incremental date and shall thereafter progress in accordance with years of service to Step 13 of the scale.
- (e) Two Years Trained Teacher
- (i) A Two Years Trained Teacher shall commence on Step 2 of the scale and progress according to years of service to Step 9 of the scale.
- (ii) A Two Years Trained Teacher who by further study satisfactorily completes the equivalent of one year of full-time study of a degree course, shall be deemed a Three Years Trained Teacher and shall be paid an additional increment with retention of incremental date and shall thereafter progress in accordance with normal years of service to Step 9 of the scale.
- (iii) A Two Years Trained Teacher who has completed at least one year on Step 9 and who has completed 120 hours of professional development outside of school hours and pupil-free days over a period of five years prior to the teacher's application for progression may apply for progression to Step 10 and thereafter progress to Step 13 after completion of one year's service on each of Step 10, Step 11 and Step 12.
- (iv) Such professional development, if it is to be considered for the purposes of subparagraph (ii) of this paragraph, must be deemed relevant to the Two Years Trained Teacher's employment by the employer.
- (f) Conditionally Classified Two Years Trained Teacher
- A Conditionally Classified Two Years Trained Teacher shall commence on Step 2 of the scale and progress according to years of service to Step 6 of the scale; provided that a teacher shall, after 15 years' service, progress to Step 7 and shall thereafter progress according to years of service to Step 9.

This clause will only apply to teachers classified as such and employed on or before 29 January 2006.

(g) Conditionally Classified Three years Trained Teacher

A Conditionally Classified Three Years Trained Teacher shall commence on Step 3 and progress according to years of service to Step 6; provided that a teacher shall, after 15 years service, progress to Step 7 and shall thereafter progress according to years of service to Step 9.

(h) Conditionally Classified Four Years Trained Teacher

A Four Years Trained Conditionally Classified Teacher shall commence on Step 5 and progress according to years of service to Step 9; provided that a teacher shall, after 15 years service, progress to Step 10 and shall thereafter progress according to years of service to Step 13.

(i) Teacher Not Otherwise Classified

A Teacher Not Otherwise Classified shall commence on Step 1 of the scale and progress according to years of service to Step 6.

(j) Previous Award Classification

Teachers employed immediately prior to the date of making of this award shall be deemed to be classified under this award at a level not less than that which applied under the previous award and shall be deemed to have years of service as at the date of making this award calculated in accordance with the provisions of the previous award.

4.2 Special Education Teacher Allowance

(a) Teachers appointed to teach classes of children with a disability shall be paid in addition to the salaries provided for in sub-clause 4.1 of this clause an allowance as set out in Item 1 of Table 4 - Other Rates, of Part B, Monetary Rates.

(b) A principal teacher of a school for children with a disability shall be paid, in addition to the salaries provided in the scales and the allowances provided in (a) of this sub-clause, a further allowance at the rate as set out in Item 2 of the said Table 4 for each member of staff being supervised; provided that the maximum payment for such further allowance shall be as set out in Item 3 of Table 4.

4.3 Credit for Previous Teaching Service

(a) For the purpose of calculating credit for previous teaching service, teaching service in recognised schools or in schools certified or registered under the appropriate legislation in other states or territories of the Commonwealth of Australia shall count as follows:

(i) Any employment as a full-time teacher (including employment as a temporary full-time teacher), shall be counted as service;

(ii) The amount of service of a part-time teacher (including a temporary part-time teacher) shall be calculated in proportion to the full-time teaching load of a teacher at the school;

(iii) Service as a casual teacher shall be credited on the basis that 204 days of casual service are equal to a year of service.

(b) When calculating previous teaching service one year of service may be deducted for every continuous period of five years' absence from teaching except where the teacher was for most of the period of absence wholly engaged in child-rearing or engaged in other service recognised in accordance with sub-clause 4.4.

4.4 Credit for Other Service

(a) Teaching Service and Relevant Industry Experience

Full-time service in a recognised teaching institution other than a recognised school or in a field directly related to teaching which is relevant to the position the teacher is employed in (e.g. employment as a musician for a music teacher, employment in a trade for industrial arts) on the basis of one service increment for each year of full-time employment, up to a maximum of four increments.

(b) Other Industry Experience

Full-time service at age 21 or more in any paid occupation in commerce, industry or government as deemed directly relevant to employment as a teacher by the employer on the basis of one increment for each three years of service to a maximum of four increments.

(c) Child-Rearing

A teacher who has been primarily engaged in child rearing, shall have such period recognised on the basis of one increment for each continuous three years of child rearing, to a maximum of four increments.

Provided that accreditation for child rearing shall only be granted on the basis that:

- (i) only one parent will receive the benefit for any particular period of child rearing;
- (ii) full-time child rearing will be regarded as the time before the child attains six years of age or is enrolled in full-time schooling, whichever is the earlier, and
- (iii) paid employment, except as a casual teacher in a New South Wales non-government school or in limited casual employment elsewhere, will be taken to break the continuity of full-time child rearing.

For the purpose of calculating the period of child rearing in this paragraph, parental leave will be included to the extent that the leave occurs after the birth of the child or where prior to the birth of the child the teacher was engaged in child rearing of another of his or her children, the whole period of parental leave will be used when calculating the period of child rearing.

This sub clause will apply only to teachers employed or re-employed in Catholic school systemic schools after 7 April 1991.

- (d) A teacher shall not be entitled to more than four increments in total from paragraphs (a), (b) and (c) of this sub-clause.

4.5 Process for Applying For Credit for Service

- (a) Upon application for employment a teacher shall be advised in writing of all types of previous service (including child-rearing, full-time and part-time teaching, casual teaching, industry experience, other teaching outside schools, etc) recognised under this award and of the documentation required to substantiate such previous service.
- (b) An application by a teacher for recognition of previous teaching service or industry experience pursuant to subclauses 4.3 and 4.4 of this clause shall be supported by a statement of service on official letterhead (or similar statement in the case of employment by an employer other than an educational institution) which establishes the period of service to be recognised. An application by a teacher for recognition of a period of child-rearing shall be supported by a statutory

declaration establishing the period of child-rearing to be recognised and a copy of the child's birth certificate.

- (c) An application for recognition of previous service (including child-rearing) pursuant to subclauses 4.3 and 4.4 of this clause shall be granted, if successful, from the date the application was received by the employer. In the case where the application was received within one school term of the date the teacher commenced employment with the employer, the application shall be granted from the date of commencement.

4.6 Progression (Completion of Qualifications)

- (a) The transfer to a higher salary step of a teacher who has completed a course of training which makes the teacher eligible to be so transferred and the further incremental progression of such teacher on the salary scale, shall be effected in accordance with this subclause.

(b)

- (i) A teacher seeking such transfer shall make application in writing to the employer and shall attach to such application documentary evidence establishing that the teacher has had or will have conferred on him or her the diploma, degree or equivalent recognition of the completion of the course of training which makes the teacher eligible to transfer;

- (ii) Where an application is made under subparagraph (i) of this paragraph which establishes that a teacher is eligible to transfer to a higher salary step, such transfer shall take effect:

- (A) from the beginning of the first pay period to commence on or after the date the teacher undertook the last paper in the final examination in the course of training which creates the eligibility for transfer, or from the beginning of the first pay period to commence on or after the date of completion of formal course requirements, whichever is the later;

provided that the application for transfer is received by the employer no later than the first school day of the school term following the completion of such course of training; or

- (B) where the application for transfer is not received by the employer within the time specified in (A), from the beginning of the first pay period to commence on or after the date on which the employer receives such application.

- (iii) A teacher who is transferred to a higher salary step in accordance with this subclause, shall, for the purpose of further incremental progression after such transfer, retain his or her normal salary incremental date. Provided that if the transfer of the teacher to the higher salary step coincides with the teacher's normal salary incremental date, the increment shall be applied prior to the teacher being transferred to the higher step.

- (c) A teacher who is Two Years Trained, Three Years Trained or Four Years Trained, who completes a course of training which entitles the teacher to be classified as Three Years Trained, Four Years Trained or Five Years Trained, as the case may be, shall progress to the step on the salary scale which shall be determined by the teacher's years of service on the lower classification and the teacher's new qualifications and the teacher shall retain his or her normal incremental salary date.

- (d) A teacher who is Conditionally Classified Two Years Trained, Conditionally Classified Three Years Trained, Conditionally Classified Four Years Trained or Not Otherwise Classified who completes a course of training which entitles the teacher to be classified to a higher classification shall progress to the step on the salary scale which is determined by the teacher's new qualifications and such step as is closest to the teacher's salary prior to progressing and which shall result in an increase in the teacher's salary.

4.7 Payment of Salary

- (a) The salary payable to any teacher other than a casual teacher pursuant to this clause, shall be payable fortnightly.
- (b) The salary payable to any teacher, pursuant to this clause, shall be payable at the election of the employer by either cash, cheque or Electronic Funds Transfer into an account nominated by the employee.

4.8 Payment of Part-Time Temporary and Casual Teachers

- (a)
- (i) Subject to subparagraph (ii) of this paragraph, a part-time teacher, including a temporary part-time teacher, shall be paid at the same rate as a full-time teacher with the corresponding classification but in that proportion which the number of hours which are normal teaching hours bear to the hours which a full-time teacher at the school is normally required to teach.
- (ii) A part-time teacher-librarian, including a temporary part-time teacher-librarian, shall be paid at the same rates as a full-time teacher-librarian with the corresponding classification, but in that proportion which the number of hours which are the normal working hours bears to the hours a full-time teacher-librarian at the school is normally required to work. If there is no full-time teacher-librarian employed at the school, the proportion shall be based upon the number of hours which a full-time teacher-librarian at the school would be required to work if employed.
- (iii) No part-time teacher shall be required to attend school on any day on which he or she is not required to teach, except to attend occasional school activities as reasonably required. A part-time teacher shall be allocated other duties on a pro-rata basis.
- (b) The salary payable to a casual teacher shall be the appropriate rate in sub-clause 4.1 in accordance with years of full-time service, divided by 204 in the case of a daily payment or 408 in the case of a half daily payment plus an additional 5% loading, provided that the maximum rates payable shall be as follows:

Classification	Step
Four Years Trained	8
Three Years Trained	7
Two Years Trained	5
Not Otherwise Classified	1
Conditionally Classified Four Years Trained	7
Conditionally Classified Three Years Trained	6
Conditionally Classified Two Years Trained	4

The said rate includes the pro-rata payment in respect of annual holidays to which the teacher is entitled in accordance with the *Annual Holidays Act 1944*.

4.9 Travelling Expenses

- (a) Where the use of a vehicle is required in connection with employment, other than for journeys between home and place of employment, the teacher shall be paid an allowance as set out in Item 4 of Table 4 - Other Rates of Part B, Monetary Rates.
- (b) Travelling and other out of pocket expenses reasonably incurred by a teacher in the course of duties required by the employer, shall be reimbursed by the employer.

4.10 Payment for Supervision of Student Teachers

Where supervision of the teaching of a student teacher is required as a part of duty, the teacher shall receive all payments made by the Student Teachers' Training Institution for such supervision.

4.11 Overpayment

Where an employer becomes aware that payments have been made over or under entitlements the teacher shall be notified and the parties shall attempt to reach agreement on the money due or to be recovered. If the parties are unable to reach agreement, either party may have recourse to the Disputes Procedure.

4.12 Annual Remuneration

- (a) Notwithstanding sub-clause 4.7, an employer may offer and a teacher may elect to receive his or her annual remuneration as a combination of salary (payable fortnightly) and benefits payable by the employer. The sum total of such salary, benefits, Fringe Benefits tax and employer administrative charge will equal the appropriate salary prescribed by subclause 4.1, subclause 4.2 and subclause 5.1.
- (b) The employer will determine the range of benefits available to the teacher and the teacher may determine the mix and level of benefits as provided in paragraph (a) of this sub-clause.
- (c) Any payment calculated by reference to the teacher's salary and payable either:
 - (i) during employment; or
 - (ii) on termination of employment; or
 - (iii) on death

shall be at the rate prescribed by sub-clause 4.1, sub-clause 4.2 and sub-clause 5.1.

5. Promotion Positions

5.1 Allowances

- (a) The allowances for Positions of Special Responsibility shall be as set out in Table 2 - Allowances for Positions of Special Responsibility, of Part B, Monetary Rates. Such allowances shall be in addition to the salary applicable to the appointee.
- (b) The allowance for the Assistant Principal position in the Diocese of Broken Bay shall be as set out in Table 3A - Allowances for Assistant Principal Positions in the Diocese of Broken Bay. Such allowance shall be in addition to the salary applicable to the appointee.

The salaries for Assistant Principals employed in either the Archdiocese of Sydney or the Diocese of Parramatta shall be set out in Table 3B - Salaries for Assistant Principal Positions for the Archdiocese of Sydney and Diocese of Parramatta.

5.2 Acting Appointments

If an employer appoints a teacher to act in a promotion position for ten or more consecutive school days, the employer must pay the teacher the rate of allowance prescribed for that position.

5.3 Appointment on Merit

All appointments will be made on the basis of merit and suitability and in accordance with documented diocesan selection and appointment procedures and will normally and appropriately be advertised. Upon appointment, an employee will be informed of professional expectations and duties.

- 5.4 The minimum number of promotion positions required to be appointed shall be as set out in sub-clause 5.5, provided that where there is a programme of work in an area of instruction (including curriculum sporting instruction) in a secondary department the hours of which aggregate more than 54 hours per week averaged over the school year (or in the case of the Diocese of Broken Bay more than 2000 indicative hours per annum) a Co-ordinator 2 shall be appointed to co-ordinate such area of instruction.

In determining an area of instruction, an employer may aggregate two or more subjects to comprise an area of instruction, provided that the total hours aggregated do not exceed 108 hours per week averaged over the school year or 4000 indicative hours per annum in the Diocese of Broken Bay. Where hours per week exceed 108 hours per week or exceed 4000 indicative hours per annum in the Diocese of Broken Bay the area of instruction shall attract the equivalent of a Co-ordinator 3. There is no requirement to appoint a Co-ordinator 3 as such, the position may be filled by appointing a Co-ordinator 2 assisted by a Co-ordinator 1.

5.5 Promotions Positions - Primary and Secondary Departments

- (a) The position of Assistant Principal shall be appointed where the enrolment at the previous year's census date in a Secondary Department exceeds 200 students or in a Primary Department where the enrolment at the previous year's census date exceeds 100 students. Provided that an Assistant Principal need only be appointed in a Primary Department where the school only consists of a Primary Department or the Primary Department of the school is at a different location from the Secondary Department.
- (b) The minimum number of promotions points required to be appointed in a Secondary Department shall be determined in accordance with the points as set out in the following table:

Enrolment at Previous Year's Census Date	Number of Points 7 - 12	Number of Points 7 - 10	Number of Points 11 - 12
1-200	-		
201-300	-	12	
301-400	16	16	
401-500	20	16	18
501-600	22	20	20
601-700	26	22	
701-800	30		
801-900	32		
901-1000	34		
1001-1100	37		
1101-1200	40		
1201-1300	42		

Note: This table does not include the positions of Principal or Assistant Principal. The position of Information Technology Co-ordinator (where appointed) is included.

The number of Positions of Special Responsibility required to be appointed shall be calculated by allowing one point for each Co-ordinator 1, two points for each Co-ordinator 2 and three points for each Co-ordinator 3.

- (c) The minimum number of promotions points required to be appointed in a Primary Department shall be determined in accordance with the points as set out in the following table:

Enrolment at Previous Year's Census Date	Number of Points
1-100	-
101-200	-
201-250	2
250-400	3
401-500	5

501-600	5
601-700	8
701-800	9
801+	11

Note: This table does not include the positions of Principal or Assistant Principal. The position of Information Technology Co-ordinator (where appointed) is included.

The number of Positions of Special Responsibility required to be appointed shall be calculated by allowing one point for each Co-ordinator 1, two points for each Co-ordinator 2 and three points for each Co-ordinator 3

5.6 Period of Appointment

The period of appointment shall be as specified in the relevant Diocesan enterprise agreement.

6. Teacher Librarians

For classifications and duties of teacher-librarians refer to Annexure A.

7. Annual Adjustment of Salary

7.1 This clause will apply:

- (a) in lieu of the corresponding provisions of the *Annual Holidays Act 1944*; and
- (b) notwithstanding any other provisions in this award.

7.2 The provisions of this clause shall apply as set out in the relevant sub-clauses where:

- (a) a teacher (other than a casual teacher) commences employment after the school service date;
- (b) a teacher (other than a casual teacher) takes approved leave without pay or unpaid parental leave for a period which (in total) exceeds 20 pupil days in any year; or
- (c) the normal teaching hours of the teacher have varied since the school service date.

7.3 Calculation of Payments

- (a) A payment made pursuant to paragraph (a) or (b) of sub-clause 7.2 shall be calculated in accordance with the following formula:

$$\text{Step 1} \quad \frac{A \times B}{C} = D$$

$$\text{Step 2} \quad D - E = F$$

$$\text{Step 3} \quad \frac{F \times G}{2} = H$$

where:

- A = The number of term weeks worked by the teacher since the school service date
- B = The number of non-term weeks in the school year
- C = The number of term weeks in the school year
- D = Result in weeks
- E = The number of non-term weeks worked by the teacher since the school service date
- F = Result in weeks

G = The teacher's current fortnightly salary

H = Amount Due

- (b) A payment made pursuant to paragraph (c) of sub-clause 7.2 to a teacher whose normal teaching hours have varied shall be calculated in accordance with the following formula:

$$\text{Step 1} \quad A - B = C$$

$$\text{Step 2} \quad \frac{C \times D}{E} = F$$

$$\text{Step 3} \quad F - B = G$$

where:

A = Total salary paid to the teacher since the school service date

B = Salary paid to the teacher in respect of non-term weeks since the school service date

C = Salary paid to the teacher in respect of term weeks since the school service date

D = The total number of non-term weeks in the school year

E = The total number of term weeks in the school year

F = Result in dollars

G = Amount Due

7.4 Teachers who commence Employment after the School Service Date

- (a) A teacher who commences employment after the school service date shall be paid from the date the teacher commences provided that, at the end of Term IV, the teacher shall be paid an amount calculated pursuant to sub-clause 7.3 of this clause and shall receive no other salary until his or her return to work in the following school year.
- (b) In each succeeding year of employment, the anniversary of appointment of the teacher for the purposes of this clause shall be deemed to be the school service date.

7.5 Teachers who take Approved Leave Without Pay or Unpaid Parental Leave

Where a teacher takes leave without pay or unpaid parental leave with the approval of the employer for a period which (in total) exceeds 20 pupil days in any year, the teacher shall be paid salary calculated in accordance with this clause as follows:

- (a) If the leave commences and concludes in the same school year payment shall be calculated and made at the conclusion of Term IV of that school year.
- (b) If the leave is to conclude in a school year following the school year in which the leave commenced:
- (i) at the commencement of the leave a payment shall be calculated and made in respect of the school year in which the leave commences; and
 - (ii) at the end of Term IV in the school year in which the leave concludes a payment shall be calculated and made in respect of that school year.
- (c) Where a teacher who has received a payment pursuant to paragraph (b) of this sub-clause returns from leave in the same year rather than the next school year as anticipated, then the teacher shall be paid at the conclusion of Term IV as follows:
- (i) by applying the formula in sub-clause 7.3 as if no payment had been made to the teacher at the commencement of leave;
 - (ii) by deducting from that amount the amount earlier paid to the teacher.

7.6 Teachers Whose Hours Have Varied

Where the hours which a teacher normally teaches at a school have varied since the school service date in any school year and the teacher's employment is to continue into the next school year, the teacher shall be paid throughout the summer pupil vacation as follows:

- (a) the amount due pursuant to the formula in paragraph (b) of sub-clause 7.3 shall be calculated; and
- (b) the teacher shall continue to receive in each fortnight of the pupil vacation period the same amount as his or her ordinary pay in the last fortnight of the school term until the total amount received by the teacher during the pupil vacation period is the same as the amount calculated above. (Note - this will have the consequence that the last fortnight of the pupil vacation period in which the teacher is paid the amount received will differ from the pay in the preceding fortnights).

7.7 Notwithstanding the provisions of paragraph (a) of subclause 7.1 a teacher shall not pursuant to this clause, be paid an amount in respect of a year of employment which is less than the amount to which the teacher would otherwise be entitled under the provisions of the *Annual Holidays Act 1944*, in respect of a year of employment.

8. Annual Holiday Loading

8.1 Subject to subclause 8.6 hereof, where a teacher, other than a casual teacher, is given and takes annual holidays commencing at the beginning of the school summer vacation each year, the teacher shall be paid an Annual Holiday Loading calculated in accordance with this clause.

8.2 The loading shall be payable in addition to the pay payable to the teacher for the period of the school vacation.

8.3 The loading shall be calculated:

- (a) in relation to such period of a teacher's annual holiday as is equal to the period of annual holiday to which the teacher is entitled for the time being under the *Annual Holidays Act 1944* at the end of each year of employment, or where relevant;
- (b) the period of annual leave calculated under subclause 8.6.

8.4 The loading shall be the amount payable for the period specified in subclause 8.3 or 8.6 at the rate of 17½ per cent of the weekly equivalent of the teacher's annual salary.

8.5 For the purposes of this clause, "salary" shall mean the salary payable to the teacher at 1 December of the year in which the loading is payable, together with, where applicable, the allowances prescribed by subclause 4.2 of clause 4, Salaries and clause 5, Promotion Positions, but not including any other allowances or amount otherwise payable in addition to salary.

Provided that where subclause 8.6 of this clause applies, "salary" shall mean the salary (together with allowances payable as aforesaid) payable immediately prior to the payment made to the teacher pursuant to sub-clause 7.3, of clause 7 Annual Adjustment of Salary or subclause 15.4 of clause 15 Termination.

8.6 Where a teacher receives a payment pursuant to paragraph (a) of subclause 7.3 or sub-clause 15.4 (other than a teacher terminated by the employer for misconduct) the teacher shall be entitled to that fraction of the annual holiday loading to which he or she would be entitled if he or she had worked for the whole school year which is equal to the number of term weeks worked by the teacher divided by the number of term weeks in the whole school year.

9. Union Members and Representative

- 9.1 Meetings of union members who are employed at the school may be held on the school premises at times and places reasonably convenient to both union members and the Principal.
- 9.2 The employer shall permit the union representative in the school to post union notices relating to the holding of meetings on a common room noticeboard.
- 9.3 The union representative shall be permitted in working hours (other than timetabled teaching time) to discuss union business with the employer or the Principal. Such discussion shall take place at a time and place convenient to both parties.

10. Sick Leave

- 10.1 Entitlement - Any full-time, temporary or part-time teacher shall be entitled to paid sick leave in respect of any absence on account of illness or injury, subject to the following conditions and limitations:
- (a) In respect of each year of service with an employer, the period of sick leave shall, subject to subclause 10.2 of this clause, not exceed in any year of service 25 working days on full pay.
 - (b) A teacher shall not be entitled to paid sick leave for any period in respect of which such teacher is entitled to workers' compensation.
 - (c) A teacher shall not be entitled to paid sick leave unless he or she notifies the Principal of the school (or such other person deputised by the Principal) prior to the commencement of the first organised activity at the school on any day, of the nature of the illness and of the estimated duration of the absence; provided that paid sick leave shall be available if the teacher took all reasonable steps to notify the Principal or was unable to take such steps.
 - (d) The sick leave entitlement of a part-time teacher shall be in that proportion which the number of teaching hours of that teacher in a full school week bears to the number of teaching hours which a full-time teacher at the school is normally required to teach.
 - (e) A temporary teacher shall be entitled to sick leave in that proportion which the period of appointment of the teacher bears to the length of the school year.
 - (f) The teacher, if required by the employer, complies with subclause 10.4 of this clause.
- 10.2 Accumulation - Sick leave shall accumulate from year to year as follows:
- (a) Untaken sick leave in any year of service with an employer shall be accumulated, provided that a teacher shall only be entitled to the sick leave accumulated in respect of the six years of continuous service immediately preceding the current year of service and the maximum accumulation shall not exceed 150 days on full pay.
 - (b) Sick leave which accrues to a teacher at the commencement of a year of service pursuant to subclause 10.1, shall be taken prior to the taking of any sick leave which the teacher has accumulated in accordance with this subclause.
- 10.3 Evidence of Sickness
- (a) In each year, with the exception of the first two days' absence due to illness, a teacher shall, upon request, provide a medical certificate addressed to the employer or, if the employer requires, to a medical practitioner nominated by the employer.
 - (b) Where a teacher has taken frequent single days of sick leave, or taken extended sick leave such that the employer requires additional information in relation to the teacher's sickness, then the employer may take action in accordance with this subclause.

- (i) The employer may arrange a meeting in order to clarify the position with the teacher. The employer shall invite the teacher to respond verbally to the issues raised by the employer. If the teacher is a union member, then the teacher may seek union advice and assistance.
- (ii) After consideration of the teacher's response, the employer may
 - (a) require further evidence of illness; and/or
 - (b) request the teacher to obtain a second opinion from another doctor at the employer's cost; and/or
 - (c) request a more detailed estimation of the likely length of the absence; and/or
 - (d) require the teacher to obtain a medical report (at the employer's cost) in relation to the likely period of absence; and/or
 - (e) discuss with the teacher any other action.
- (iii) The teacher may, if a member of the union, request that this matter be discussed at any stage between the union and the employer.
- (iv) Action shall only be taken pursuant to (b) of this subclause following consultation between the principal of the school and the Diocesan office.
- (v) The parties agree to meet to review the operation of this subclause after the award has been in place for twelve months if either party to the award so requests.

10.4 Portability

- (a) A teacher who was previously employed with another Catholic Diocesan Employer or Catholic Independent School as a full-time, part-time or temporary teacher, and is employed with or in a Diocese on or after 3 February 1997, shall be entitled to portability of sick leave in accordance with this subclause.
- (b) Untaken sick leave which has accumulated in accordance with subclause 10.2 since 29 January 1996 shall be credited to the teacher as their accumulated sick leave on the commencement of their employment with or in the Diocese.
- (c) For a teacher to be eligible for portability of sick leave under this clause, the teacher must satisfy the following criteria:
 - (i) The teacher has commenced employment with the Diocese within six months or two terms, whichever is the greater, of the teacher's employment terminating with the other Catholic Diocesan Employer or Catholic Independent School.
 - (ii) The former Catholic Diocesan employer or Catholic Independent School will provide to each teacher, on the teacher's termination of employment, a completed version of the form set out in Annexure B of this award and the teacher will provide the original completed form to the new Catholic Diocesan employer within four school weeks of the commencement of employment.
- (d) For the purpose of this subclause "Catholic Diocesan Employer" shall mean the Archdioceses of Sydney and Canberra/Goulburn and the Dioceses of Broken Bay, Parramatta, Armidale, Bathurst, Lismore, Maitland-Newcastle, Wagga Wagga (and the Trustees of the Diocese of Wagga Wagga), Wilcannia-Forbes and Wollongong; "Catholic Independent School" means an employer respondent to the Teachers (Catholic Independent Schools) (State) Award 2004 published on 18 March 2005 (349 I.G. 395) (as varied from time to time) or any award replacing such award and "Diocese" means a Diocese respondent to this award.

- (e) Notwithstanding paragraphs (a) and (b) of this sub-clause, the maximum sick leave portable between Catholic Diocesan employers or Catholic Independent Schools to a Catholic Diocesan Employer shall be 150 days and the sick leave in any one year pursuant to paragraph (a) of sub-clause 10.1 shall not exceed 25 days (with one or more employers).

11. Catholic Personal/Carer's Leave

11.1 Use of Sick Leave to Provide Care and Support for a Family Member

- (a) A teacher, other than a casual teacher, with responsibilities in relation to a class of person set out in subparagraph (ii) of paragraph (c) who needs the teacher's care and support, shall be entitled to use, in any year, in accordance with this sub clause, 10 days of current and 30 days of accrued sick leave entitlement provided for at Clause 10 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 teacher shall, if required,
- (i) establish either by production of a medical certificate or statutory declaration, the illness of the person concerned and that the illness is such as to require care by another person, or
- (ii) establish by production of documentation acceptable to the employer or a statutory declaration, the nature of the emergency and that such emergency resulted in the person concerned requiring care by the teacher.
In normal circumstances, a teacher must not take carer's leave under this subclause where another person had 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 teacher being responsible for the care of the person concerned; and
- (ii) the family member being a parent, step-parent, spouse, grandchild, sibling, grandparent, child, step-child, foster child, adopted child and foster parent of the teacher or spouse.
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 20 should be followed.

11.2 Use of Sick Leave for a Pressing Domestic Necessity

- (a) Subject to paragraph 11.2 (c), for the purposes of this clause "pressing domestic necessity" means any reason at the discretion of the employer, provided that such discretion is not unreasonably withheld and is exercised so as not to contravene any applicable provisions of the *Anti-Discrimination Act 1977*.
- (b) A teacher, other than a casual teacher, with sick leave credits may apply to utilise such credits up to five of any current or accrued sick leave entitlement days in any one year of the teacher's service, for any pressing domestic necessity other than to care for or support a person defined in subparagraph 11.1(c)(ii).
- (c) Where a teacher, other than a casual teacher, is not entitled to utilise sick leave credits pursuant to paragraph 11.1(a) he or she may access 10 days current and 30 days accrued sick leave for any pressing domestic necessity where the teacher is responsible for the care or support of a person not referred to in subparagraph 11.1(c)(ii).

- (d) The yearly entitlement for the purpose of pressing domestic necessity in paragraph 11.2(b) is non-cumulative.
- (e) If required, a teacher shall provide a written statement or other evidence supporting the application for Personal/Carer's Leave for the purpose of pressing domestic necessity.

11.3 Notification of Intention to Take Leave

In relation to sub-clauses 11.1 and 11.2, wherever practicable, a teacher shall give the employer notice prior to the absence of the intention to take leave. The teacher shall also provide the name of the person requiring care, that person's relationship to the teacher, the nature of any pressing domestic necessity, the reasons for taking such leave and the estimated length of absence. If it is not practicable for the teacher to give prior notice of absence, the teacher shall notify the employer by telephone of such absence at the first opportunity on the day of absence.

11.4 Unpaid Leave for Family Purpose

A teacher may elect, with the consent of the employer to take unpaid leave for the purpose of providing care and support to a person referred to in subparagraph 11.1(c)(ii) or paragraph 11.2(c) who is ill or who requires care due to an unexpected emergency.

11.5 Entitlement for Casual Teachers

- (a) Subject to the requirements in paragraph 11.1(b) and sub clause 11.3, casual teachers are entitled to not be available to attend work, or to leave work if they need to care for a person prescribed in sub clause 11.1 (c) (ii) or 11.2(c) of this clause who is sick and requires care and support, or who requires care due to an unexpected emergency, or the birth of a child.
- (b) The employer and the teacher shall agree on the period for which the teacher will be entitled to not be available to attend work. In the absence of agreement, the teacher is entitled to not be available to attend work for up to 48 hours (i.e. two days) per occasion. The casual teacher is not entitled to any payment for the period of non-attendance.
- (c) An employer must not fail to re-engage a casual teacher because the teacher accessed the entitlements provided for in this clause. The rights of an employer to engage or not to engage a casual teacher are otherwise not affected.

12. Parental Leave

12.1 Maternity Leave

- (a) A teacher who applies for maternity leave under Part 4 of Chapter 2 of the *Industrial Relations Act 1996* and:
 - (i) is granted maternity leave for a period of fourteen weeks or longer by the employer; and
 - (ii) the date of birth is on or after 30 January 2006 shall be entitled to maternity leave in accordance with this sub-clause.
- (b) The maternity leave shall be paid for fourteen weeks at the rate of salary the teacher would have received, if the teacher had not taken maternity leave. (If the period of maternity leave granted to the teacher is for less than fourteen weeks then the period of paid maternity leave shall be for such lesser period). This period shall be inclusive of non term periods falling within the fourteen weeks, other than where a teacher works up until the last day of a term in which case the maternity leave shall be deemed to commence from the first day of the following school term. For the purpose of this paragraph, non-term periods shall not include the first four weeks of the school summer vacation period.

- (c) The teacher may elect to be paid during the period of paid leave in paragraph (b) of this sub-clause either in accordance with the usual employer payment schedule or as a lump sum payment in advance.
- (d) Where a teacher applies for a lump sum payment in advance under paragraph (c) of this sub-clause, the teacher shall give the employer at least one month's notice of intention.
- (e) If a teacher has commenced paid maternity leave and subsequently the teacher's pregnancy results in a miscarriage or a still birth, the teacher shall be entitled to retain payment in accordance with this clause equivalent to salary for the period of maternity leave taken by the teacher.
- (f) Paid maternity leave shall commence no earlier than one term prior to the expected date of birth.
- (g) The employer may deduct payment for any absence of the teacher (to which the teacher, but for this clause, would have been entitled under clause 10, Sick Leave) in the period four calendar weeks prior to the expected date of birth from the payment of paid maternity leave to which the teacher is entitled pursuant to this subclause.
- (h) Non term weeks within the period of paid maternity leave shall be deemed to be non term weeks worked by the teacher for the purpose of clause 7, Annual Adjustment of Salary and clause 15, Termination.
- (i) A teacher on paid maternity leave in accordance with this clause will not be employed as a casual employee by the employer during such paid leave.
- (j) Where a teacher gives birth to a child whilst on unpaid leave (other than maternity leave in relation to the birth of the same child) the teacher will be entitled to maternity leave in accordance with Part 4 of Chapter 2 of the Industrial Relations Act 1996. However, the teacher will not be entitled to an additional fourteen weeks payment in accordance with paragraph (b) of this sub-clause.
- (k) Except as varied by this provision, Part 4 of Chapter 2 of the *Industrial Relations Act* 1996 shall apply.

Notation

- (i) The employers are of the view that maternity leave should preferably commence on the day following the last teaching day of a term and conclude on the day preceding the first teaching day of a term.
- (ii) In order to facilitate the desirable practice referred to in paragraph (i) of this notation, the employers are prepared to extend the time of maternity leave beyond that maximum entitlement prescribed by the said Act should the employee agree to return from maternity leave at the commencement of the term immediately following the maximum period of leave required to be afforded by that Act.
- (iii) Transitional Arrangements - The provisions of the preceding award relating to paid maternity leave shall apply to a teacher whose baby is born on or after 1 January 2006 and before 30 January 2006.

12.2 Adoption Leave

- (a) A teacher who applies for adoption leave under Part 4 of Chapter 2 of the *Industrial Relations Act* 1996 and is granted such leave by the employer in accordance with these provisions, shall be entitled to payment of adoption leave under the same (or comparable) conditions as those set out in this clause in relation to paid maternity leave. Provided further that adoption leave shall only be payable in respect of one adopting parent of a child.

- (b) A teacher shall be entitled to one day's leave with pay for the purpose of adopting any child provided that he or she is not also entitled to payment of adoption leave pursuant to paragraph (a) of this sub-clause.

12.3 Paternity Leave

- (a) A teacher shall be entitled to one day's leave with pay on the date of his wife's confinement or on the day on which his wife leaves hospital following her confinement.
- (b) In addition to the entitlement in paragraph 12.3(a), a teacher shall be entitled, subject to this sub-clause, to take paternity leave in one continuous period not exceeding two weeks. Such leave shall be deducted from, and shall not exceed, the teacher's entitlement to Catholic Personal/Carer's Leave pursuant to clause 11 of this award.
- (c) The teacher shall be entitled to take such paternity leave in the four weeks before the date or expected date of the birth of the child and not later than four weeks after the birth of the child, provided that the employer may, in exceptional circumstances, request the teacher to take leave at a time outside the period specified in this paragraph. If the teacher chooses to agree to the employer's request, such agreement shall be recorded in writing. Where the teacher does not agree, the leave shall be taken in accordance with this paragraph.
- (d) The entitlement to paternity leave in paragraphs 12.3(a) and (b) is inclusive of, and not in addition to, the teacher's entitlement to take unpaid paternity leave in accordance with the *Industrial Relations Act 1996*.
- (e) The teacher must, at least 4 weeks before proceeding on leave pursuant to paragraph 12.3(b) above, give written notice of the dates on which he proposes to start and end the period of leave. The proposed dates may be varied by further written notice, subject to the provisions of paragraph 12.3(c) above.

12.4 Prior Service with Another Catholic Diocesan Employer or Catholic Independent School

For the purpose of eligibility for maternity leave and adoption leave pursuant to this clause, a teacher who is not eligible for such leave because he or she has less than twelve months continuous service as required pursuant to Section 57 of the *Industrial Relations Act*, shall nevertheless be deemed to have completed twelve months continuous service with the current employer if immediately prior to commencement of service with the current employer, he or she had twelve months continuous service with another Catholic Diocesan Employer or Catholic Independent School.

"Catholic Diocesan Employer" and "Catholic Independent School" shall have the same meaning as in sub-clause 10.4(d) of this award.

12.5 Casual Teachers

An employer must not fail to re-engage a regular casual teacher (see section 53(2) of the *Industrial Relations Act 1996* (NSW)) because:

- (a) the teacher or teacher's spouse is pregnant; or
- (b) the teacher is or has been immediately absent on parental leave.

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

12.6 Right to Request

- (a) A teacher entitled to parental leave may request the employer to allow the teacher:

- (i) to extend the period of simultaneous unpaid parental leave up to a maximum of eight weeks;
- (ii) to extend the period of unpaid parental leave for a further continuous period of leave not exceeding 12 months;
- (iii) to return from a period of parental leave on a part-time basis until the child reaches school age;

to assist the teacher in reconciling work and parental responsibilities.

- (b) The employer shall consider the request having regard to the teacher's circumstances and, provided the request is genuinely based on the teacher'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) Teacher's request and the employer's decision to be in writing

The teacher's request and the employer's decision made under subparagraphs (a) (ii) and (iii) of this sub clause must be recorded in writing.

- (d) Request to return to work part-time

Where a teacher wishes to make a request under subparagraph (a) (iii), such a request must be made as soon as possible before the date upon which the teacher is due to return to work from parental leave.

12.7 Communication During Parental Leave

- (a) Where a teacher 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 teacher held before commencing parental leave; and
 - (ii) provide an opportunity for the teacher to discuss any significant effect the change will have on the status or responsibility level of the position the teacher held before commencing parental leave.
- (b) The teacher shall take reasonable steps to inform the employer about any significant matter that will affect the teacher's decision regarding the duration of parental leave to be taken, whether the teacher intends to return to work and whether the teacher intends to request to return to work on a part-time basis.
- (c) The teacher 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).

13. Long Service Leave

13.1 Applicability of *Long Service Leave Act 1955*

Except in so far as expressly varied by the provisions of this clause, the provisions of the said Act, shall apply to teachers employed under this award.

13.2 Accrual of Leave from 30 January 2006

The amount of long service leave which a teacher shall accrue in respect of service performed on and from 30 January 2006 shall be:

- (a) In the case of a teacher who has completed:
 - (i) less than ten years service, in respect of full-time service a teacher shall accrue 6.5 days per year of service; and
 - (ii) ten or more years of service, in respect of full-time service a teacher shall accrue 10 days per year of service.
- (b) A teacher shall be entitled to accrue leave in respect of part-time service as set out in paragraph (a) of this subclause on a pro rata basis according to his or her FTE (as defined in paragraph (c) of this subclause).
- (c) For the purposes of this clause the "FTE" is defined as the proportion which the number of teaching hours per week worked by a teacher bears to the number of teaching hours which a full-time teacher at the school is required to teach per week. (NB that this formula is the same as that which is utilised in subclause 4.8 of this award for calculation of payment of part-time teachers).
- (d) A teacher shall be entitled to leave in accordance with this subclause together with leave accrued before 30 January 2006 pursuant to subclause 13.3.

13.3 Calculation of Accrual as at 29 January 2006

- (a) A teacher whose employment commenced prior to 30 January 2006 will have accrued long service leave as at 29 January 2006 in accordance with previous award and legislative provisions.

A summary of the accrual rates pursuant to these provisions is set out below:

Calculation of Entitlement:

Prior to 31 July 1985	.866 weeks per year.
1 August 1985 to 30 January 1995	1.05 weeks per year up to 10 years of service. 1.5 weeks per year after 10 years of service.
31 January 1995 to 31 January 2001	1.3 weeks per year up to 10 years of service. 1.9 weeks per year, after 10 years of service.
1 February 2001 to 29 January 2006	1.3 weeks per year up to 10 years of service. 2 weeks per year after 10 years of service.

- (b) It is the intention of the parties that on and from 30 January 2006 long service leave accrual will reflect the differing patterns of work of teachers within Catholic schools, whose teaching load changes from full-time to part-time and/or vice versa during their working career. To that end on 29 January 2006, all existing accruals will be converted from weeks to working days.
- (c) The following formula will be used to calculate the number of days of long service leave that a teacher is entitled to as at 29 January 2006:
 - (i) all full-time teachers, as at 29 January 2006, will have their weeks of accrued long service leave converted to days on the basis of 1 week of accrued leave equals 5 days of accrued leave;
 - (ii) all part-time teachers, as at 29 January 2006, will have their weeks of accrued long service leave converted to days by averaging the FTE (as defined in accordance with paragraph (c) of subclause 13.2 of this clause) of the last 5 years of eligible service, comparing it with the current FTE (i.e. as at 29 January 2006) and using the higher figure for conversion to days.

13.4 Entitlement to Long Service Leave and Payment of Long Service Leave on Termination

- (a) A teacher shall be entitled to take long service leave accrued in accordance with subclauses 13.2 and 13.3 of this clause on the completion of ten years service with an employer and on the completion of each additional seven years service thereafter.
- (b) In the case of a teacher who has completed at least 5 years service with an employer and the service of the teacher is terminated or ceases for any reason, such teacher shall be paid their accrued long service leave calculated in accordance with subclause 13.2 and subclause 13.3 of this clause.

13.5 Conditions of Taking Leave

- (a) It is the intention of the parties that the number of days of long service leave accrued by the teacher can be taken at the teacher's current FTE when the long service leave is taken.

For example, a teacher works full-time for their first ten years of employment and then reduces to 2.5 days per week (0.5 FTE) for the next five years of their employment. The teacher would accrue 65 days of long service leave for their first ten years of service and then 25 days of long service leave over their next five years of service, a total of 90 days long service leave. If the teacher works 2.5 days per week (0.5 FTE) at the time they commence leave, the teacher would be entitled to take their 90 days of long service leave over 36 weeks.

The following paragraphs (b) - (e) apply to the Dioceses of Broken Bay and Parramatta only. For the corresponding conditions of taking leave for the Archdiocese of Sydney see the Enterprise Agreement.

- (b) Where a teacher has become entitled to long service leave in respect of the teacher's service with an employer, the employer shall give to the teacher and the teacher shall take the leave as soon as practicable, having regard to the needs of the employer, provided always that unless the employer otherwise agrees, the teacher shall give not less than two school terms notice of the teacher's wish to take leave, and further provided that the employer shall give the teacher not less than two school terms notice of any requirement that such leave be taken.
- (c) A teacher may request and be granted up to one weeks leave without pay to be taken in addition to long service leave such that the total period of leave comprises one or more complete school terms.
- (d) Long Service leave will be exclusive of pupil vacation periods adjacent to or within the period of leave. Provided however that in the case only of a teacher who wishes to take a short block of long service leave immediately before or immediately after a pupil vacation period but not in accordance with sub-clause 13.10 Long Service Leave in Short Blocks nor in accordance with other diocesan policy on long service leave, then the employer may impose that the leave is inclusive of the pupil vacation period adjacent to or within the period of leave.
- (e) Where a teacher is entitled to an amount of long service leave which is in excess of a school term the teacher may elect not to take that part of the long service leave which is in excess of a term (the deferred leave), until such time as the teacher accumulates further entitlements which when taken together with the deferred leave enables long service leave to be taken for a whole term.

13.6 Public Holidays and Long Service Leave

A period of long service leave will be exclusive of a public holiday falling within it.

Notation: A contrary provision applied under previous awards in place from 1 January 1985 until 7 December 2000.

13.7 Service

The service of a teacher with an employer shall be deemed continuous notwithstanding the service has been interrupted by reason of the teacher taking approved leave without pay (including unpaid leave in

accordance with clause 12, Parental Leave), but the period during which the service is so interrupted shall not be taken into account in calculating the period of service.

13.8 Payment in Lieu of Long Service Leave

(a) Diocese of Broken Bay

- (i) Where a teacher has an entitlement to long service leave and takes leave in accordance with the NSW *Long Service Leave Act* (that is, at least for a month) the teacher and the employer may agree that, in addition to payment for the long service leave taken, the teacher may be paid an amount in lieu of any additional long service leave accumulated by the teacher.
- (ii) If payment is elected to be taken in lieu of long service leave the amount the employer will pay in lieu of long service leave will be limited to the amount taken in actual leave.
- (iii) Any payment arising from the conditions applicable in this subclause will be paid by the employer upon the commencement of the teacher's long service leave.
- (iv) Where a payment in lieu of long service leave is paid by the employer in accordance with this subclause, a teacher's entitlements to long service leave will be reduced by the extent of such payment.

(b) Diocese of Parramatta

See the relevant Enterprise Agreement

(c) Archdiocese of Sydney

See the relevant Enterprise Agreement.

13.9 Long Service Leave and Leave Without Pay

Where a teacher takes long service leave for an entire school term and the teacher wishes to take the following school term as leave without pay, the employer will ordinarily consent to such arrangement where the teacher has had five years continuous service with that employer. However such leave without pay will ordinarily be approved for terms in the same year.

13.10 Long Service Leave in Short Blocks

- (a) The Diocese of Broken Bay may permit a teacher to take long service leave in blocks of less than a full term; provided that:
 - (i) the teacher has eligible service of at least five years;
 - (ii) the application is approved by the principal having regards to the educational needs of the students, critical times of the school year and the personal circumstances of the teacher;
 - (iii) the minimum period of leave to be taken in any one application is two weeks;
 - (iv) the period of leave is taken within a single term; and
 - (v) the leave may not be taken during the first four weeks of first term.
- (b) Diocese of Parramatta

See the relevant Enterprise Agreement.

- (c) Archdiocese of Sydney

See the relevant Enterprise Agreement.

14. Other Leave

14.1 Bereavement Leave

- (a) A teacher shall on the death of a spouse, father, mother, father-in-law, mother-in-law, grandparent, brother, sister, child, stepchild or grandchild of the teacher be entitled to paid leave up to and including the day of the funeral of such relative. Such leave shall not exceed three school days. A teacher may be required to provide the employer with satisfactory evidence of such death.
- (b) Where a teacher takes bereavement leave in accordance with paragraph (a) of this subclause an employer, in their absolute discretion, may grant the teacher additional leave as leave without pay or leave with pay.
- (c) Where a teacher requests leave to attend a funeral of a person not specified in paragraph (a) the employer in their absolute discretion may grant the teacher leave as leave without pay or bereavement leave with pay.
- (d) Where an employer grants a teacher leave with pay in accordance with paragraphs (b) or (c) of this subclause, such leave will be deducted from the teacher's entitlement to sick leave in accordance with clause 10, Sick Leave.
- (e) Bereavement Leave shall be available to the teacher in respect to the death of a person in relation to whom the teacher could have utilised Personal/Carer's Leave in Clause 11, provided that for the purpose of Bereavement Leave, the teacher need not have been responsible for the care of the person concerned.
- (f) Bereavement Leave may be taken in conjunction with other leave available under subclause 11.4 of Clause 11, Catholic Personal/Carer's Leave. In determining such a request the employer will give consideration to the circumstances of the teacher and the reasonable operational requirements of the business.
- (g) Bereavement Entitlement for Casual Teachers
- (i) Casual teachers are entitled to not be available to attend work, or to leave work upon the death in Australia of a person in relation to whom the teacher could have utilised Catholic Personal/Carer's Leave in 11.5, provided that for the purpose of this bereavement entitlement, the casual teacher need not have been responsible for the care of the person concerned. A casual teacher must notify the employer as soon as practicable of their intention to access this entitlement and may be required to provide the employer with satisfactory evidence of such death.
- (ii) The employer and the teacher shall agree on the period for which the teacher will be entitled to not be available to attend work. In the absence of agreement, the teacher is entitled to not be available to attend work for up to 48 hours (i.e. two days) per occasion. The casual teacher is not entitled to any payment for the period of non-attendance.
- (iii) An employer must not fail to re-engage a casual teacher because the teacher accessed the entitlements provided for in this clause. The rights of an employer to engage or not engage a casual teacher are otherwise not affected.

14.2 Military Reserve Leave

Military Reserve Leave - A teacher who is a member of the Australian Military Reserve or other Australian military forces shall be granted unpaid leave for the purpose of attending any compulsory camp or posting.

14.3 Examination Study Leave

Any teacher who, for the purpose of furthering teacher training, enrolls in any course at a recognised higher education institution, shall be granted leave:

- (a) with pay on the day of any examination required in the course;
- (b) without pay for the purpose of attending any compulsory residential school which is a part of such course.

14.4 Jury Service

- (a) A full time or part-time teacher required to attend for jury service during ordinary working hours shall be provided with paid leave for this purpose. The teacher shall be required to reimburse to the employer any monies payable to the teacher for such attendance (excluding reimbursement of expenses) which required the teacher's absence from school.
- (b) The teacher shall notify the employer as soon as possible of the date upon which he or she is required to attend for jury service. The teacher shall provide to the employer a copy of the summons to attend jury duty and a record of payments received as proof of attendance.

14.5 Short Community Service

Where a teacher's involvement in a community service activity has been approved by the employer after consideration of the needs of the school, a teacher shall be entitled to paid leave of not more than five days in any school year (unless agreed with the employer) for emergency leave for service to the community. Examples of purposes for which such leave may be granted include to work in the State Emergency Service or Volunteer Fire Brigade.

14.6 Overseas Volunteer Programs

- (a) A full-time or part-time teacher shall be entitled to leave without pay to work in a recognised overseas volunteer program in accordance with this sub-clause. Such leave shall normally be granted for one year but may be granted for up to two years if required by the relevant volunteer program and agreed by the employer.
- (b) A teacher is eligible for leave after completion of five years continuous service with the employer. An application for leave shall be accompanied by evidence of approval to work in the scheme and the proposed period of leave.
- (c) Such leave without pay shall not count as service with the employer for the purpose of long service leave.

15. Termination

15.1 Period of Notice

The employment of any teacher (other than a casual teacher) shall not be terminated without at least four school term weeks notice on either side, or the payment of, or forfeiture of, four weeks' salary in lieu of notice. Provided that such four weeks' notice shall expire within the school term during which it is given and shall expire either:

- (a) at the end of the said school term; or

- (b) at least two weeks before the end of the said school term.

15.2 Summary Dismissal

The foregoing shall not affect the right of the employer to dismiss summarily any teacher for incompetence, misrepresentation, neglect of duty or other misconduct.

15.3 Payment on Termination

A full-time, part-time or temporary teacher shall be entitled on termination of employment to a payment calculated in accordance with this clause which will apply:

- (a) in lieu of the corresponding provisions of the *Annual Holidays Act, 1944*; and
 (b) notwithstanding any other provisions in this award.

15.4 Calculation of Payments

- (a) A payment made pursuant to this clause to a teacher whose teaching hours have remained constant during the school year in which the termination is effective shall be calculated in accordance with the following formula:

$$\text{Step 1} \quad \frac{A \times B}{C} = D$$

$$\text{Step 2} \quad D - E = F$$

$$\text{Step 3} \quad \frac{F \times G}{2} = H$$

where:

- A = The number of term weeks worked by the teacher since the school service date
 B = The number of non-term weeks in the school year
 C = The number of term weeks in the school year
 D = Result in weeks
 E = The number of non-term weeks worked by the teacher since the school service date
 F = Result in weeks
 G = Teachers current fortnightly salary
 H = Amount Due

- (b) A payment made pursuant to this clause to a teacher whose teaching hours have varied during the course of the school year in which the termination is effective shall be calculated in accordance with the following formula:

$$\text{Step 1} \quad A - B = C$$

$$\text{Step 2} \quad \frac{C \times D}{E} = F$$

$$\text{Step 3} \quad F - B = G$$

where:

- A = Total salary paid to the teacher since the school service date

- B = Salary paid to the teacher in respect of non-terms weeks since the school service date
- C = Salary paid to the teacher in respect of term weeks since the school service date
- D = The total number of non-term weeks in the school year
- E = The total number of term weeks in the school year
- F = Result in dollars
- G = Amount Due

15.5 Statement of Service

Refer to sub-clauses 3.7 and 3.8 of clause 3, Terms of Engagement.

16. Occupational Superannuation (Contribution By Employer)

16.1 Definitions - For the purposes of this clause:

- (a) "Basic earnings" shall mean:
 - (i) the minimum annual rate of salary prescribed from time to time for the employee by subclauses 4.1 and 4.7 of clause 4, Salary; and
 - (ii) the amount of any allowance which is prescribed from time to time for the employee by subclauses 4.2 of the clause 4 Salary and clause 5, Promotion Positions of this award; and
 - (iii) the amount of any payment made to the employee pursuant to clause 7 Annual Adjustment of Salary or clause 15 Termination.
- (b) "Employee" means a teacher to whom this award applies.
- (c) "Employer" means the employer of a teacher to whom this award applies.
- (d) "Fund" means:
 - (i) the New South Wales Non-Government Schools Superannuation Fund and the Catholic Superannuation and Retirement Fund; and
 - (ii) any other superannuation fund approved in accordance with the Commonwealth's operational standards for occupational superannuation funds which the employee is eligible to join and which is approved by the employer as a fund into which an employee of that employer may elect to have the employer pay contributions made pursuant to this award in respect of that employee.
- (e) "Casual" means a casual employee as defined in clause 2, Definitions.

16.2 Fund - The New South Wales Non-Government Schools Superannuation Fund shall be made available by each employer to each employee.

16.3 Benefits

- (a) Except as provided in paragraphs (c), (d) and (f) of this subclause, each employer shall, in respect of each employee employed by it, pay contributions into a fund to which the employee is eligible to belong; and, if the employee is eligible to belong to more than one fund, the fund nominated by the employee, at the rate of nine or such other rate as provided by superannuation legislation as amended from time to time.
- (b) Subject to paragraph (f) of this subclause, contributions shall be paid at intervals and in accordance with the procedures and subject to the requirements prescribed by the relevant fund or as trustees of the fund may reasonably determine.

- (c) An employer shall not be required to make contributions pursuant to this award in respect of an employee in respect of a period when that employee is absent from his or her employment without pay.
- (d) Contributions shall commence to be paid:
 - (i) in the case of an employee who was employed at 1 July 1988, from the beginning of the first pay period commencing on or after 1 July 1988; and
 - (ii) in the case of an employee employed after 1 July 1988, from the beginning of the first pay period commencing on or after the employee's date of engagement.

Provided that if the employee had not applied to join a fund within six weeks of 1 July 1988 (in the case of an employee employed at 1 July 1988), or within six weeks of the employee's date of engagement (in the case of an employee who is employed after 1 July 1988), the employer shall commence to pay contributions from the beginning of the next pay period commencing on or after the date on which the employee applies to join a fund.

- (e) The employee shall advise the employer in writing of the employee's application to join a fund pursuant to this award.
- (f) An employer shall make contributions pursuant to this award in respect of:
 - (i) casual employees who earn in excess of \$2,820.00 during their employment with that employer in the course of any year, running from 1 July to the following 30 June (all such casual employees are hereinafter called "qualified employees"); and
 - (ii) qualified employees in each ensuing year of employment with that employer.

Such contributions shall be made in respect of all days worked by the employee for the employer during that year and shall be paid by the employer to the relevant fund at the time of issue to the employee of his or her annual group certificate, provided that prior to the immediately preceding 30 June the employee has applied to join a fund.

- (g) Where an employer approves a fund, other than the Non-Government Schools Superannuation Fund, as one to which the employer will pay contributions in respect of its employees or a class or classes such employees, the employer shall notify its employees of such approval and shall, if an employee so requests, provide the employee with a copy of the Trust Deed of such fund and of a letter from the Insurance and Superannuation Commissioner, granting interim or final listing to the fund, at a cost of 80 cents per page of such copies.
- (h) When a new employee commences in employment, the employer shall advise the employee in writing of the employee's entitlements under this award within two weeks of the date of commencement of employment and also of the provisions of paragraph (d) of this subclause in the case of a full-time employee and paragraph (f) of this subclause in the case of a casual employee.

16.4 Transfers between Funds - If an employee is eligible to belong to more than one fund, the employee shall be entitled to notify the employer that the employee wishes the employer to pay contributions in respect of the employee to a new fund, but shall not be entitled to do so within three years after the notification made by the employee pursuant to paragraph (e) of subclause 16.3 of this clause or within three years after the last notification made by the employee pursuant to this clause. The employer shall only be obliged to make such contributions to the new fund where the employer has been advised in writing:

- (a) of the employee's application to join the other fund; and
- (b) that the employee has notified the trustees of the employee's former fund that the employee no longer wishes the contributions which are paid on the employee's behalf to be paid to that fund.

17. Anti-Discrimination

- (a) It is the intention of the parties bound by this award to seek to achieve the object in Section 3(f) of the *Industrial Relations Act 1996* to prevent and eliminate discrimination in the workplace. This includes discrimination on the grounds of race, sex, marital status, disability, homosexuality, transgender identity, age and responsibilities as a carer.
- (b) It follows that in fulfilling their obligations under the dispute resolution procedure prescribed in this award the parties have obligations to ensure that the operation of the provision 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 of operation, has a direct or indirect discriminatory effect.
- (c) Under the *Anti-Discrimination Act 1977*, it is unlawful to victimise an employee who has made or may make or has been involved in a complaint of unlawful discrimination or harassment.
- (d) Nothing in this clause is to be taken to effect:
 - (i) any conduct or act which is specifically exempted from anti-discrimination legislation;
 - (ii) any act or practice of a body established to propagate religion which is exempted under section 56(d) of the *Anti-Discrimination Act 1977*;
 - (iii) a party to this award from pursuing matters of unlawful discrimination.
- (e) This clause does not create legal rights or obligations in addition to those imposed upon the parties by the legislation referred to in this clause.
 - (i) Employers and employees may also be subject to Commonwealth Anti-Discrimination legislation.
 - (ii) Section 56(d) of the *Anti-Discrimination Act 1977* provides:

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

18. Fair Procedures for Investigating Allegations of Reportable Conduct and Exempt Allegations Pursuant to the Ombudsman Act 1974

18.1 Definitions

For the purpose of this clause:

"Child" means a person under the age of 18 years.

"Reportable Conduct" as defined in the *Ombudsman Act 1974* means:

- (a) Any sexual offence, or sexual misconduct, committed against, with or in the presence of a child (including a child pornography offence), or
- (b) Any assault, ill treatment or neglect of a child, or
- (c) any behaviour that causes psychological harm to a child,
whether or not, in any case, with the consent of the child.

"Exempt Allegation" means an allegation to which one or more of the exemptions to reportable conduct pursuant to the *Ombudsman Act 1974* applies. These exemptions are:

- (a) conduct that is reasonable for the purpose of the discipline, management or care of children, having regard to the age, maturity, health or other characteristics of the children and to any relevant codes of conduct or professional standards, or
- (b) the use of physical force that, in all the circumstances, is trivial and negligible, but only if the matter is to be investigated and the result of the investigation recorded under workplace employment procedures, or
- (c) conduct of a class or kind exempted from being reportable conduct by the Ombudsman under section 25CA of the *Ombudsman Act 1974*.

"Reportable allegation" means an allegation of reportable conduct against an employee or an allegation of misconduct that may involve reportable conduct.

18.2 Natural Justice to employees in dealing with reportable allegations and exempt allegations

An employee, against whom a reportable allegation or an exempt allegation has been made in the course of employment, is to be informed by his or her employer (or the person delegated by his or her employer to do so) of the reportable allegation or exempt allegation made against them and be given:

- (a) an opportunity to respond to the reportable allegation or exempt allegation; and
- (b) sufficient information to enable them to respond to the matters alleged against him/her. He or she must be given full details unless the Police or other government agency involved in the investigation of the matters alleged against the employee, have otherwise directed the employer not to do so.

Where an interview is required, the employee shall be advised in advance of the general purpose of any interview relevant to the reportable allegation or exempt allegation the names and positions of persons who will be attending the interview; the right to be advised of an entitlement to be accompanied by a person of the employee's choice (a witness), and sufficient notice of the proposed meeting time to allow such witness to attend. Such witness may be a union representative.

18.3 Access to files

- (a) Such employee is to be informed by his or her employer of the location of any files that the employer holds relating to the employee, concerning a reportable allegation or an exempt allegation made against the employee.
- (b) The employee may, subject to giving reasonable notice, have the right to inspect such files held by the employer.
- (c) The employer may restrict or withhold access to any such file, or part of a file, where the employer has reason to believe that the provision of access would either;
 - (i) compromise or put at risk the welfare or safety of a child who is the alleged victim or subject of the reportable allegation or exempt allegation, or
 - (ii) contravene any statutory provision, or guideline or policy directive of an government authority or agency, in relation to the reporting or investigation, including police criminal investigation, of any reportable allegation or exempt allegations, or
 - (iii) prevent the employer from conducting or completing the investigation or reporting of the details of a reportable allegation or an exempt allegation against an employee, in compliance with any statutory deadline.

18.4 Additional Documentation from Employee

- (a) An employee against whom a reportable allegation or an exempt allegation has been made may submit to his or her employer documentation, in response to the matters alleged against him or her.
- (b) The employer must place such documentation on the file held by the employer concerning the reportable allegation or exempt allegation made against the employee.

18.5 Confidentiality of documents and files

- (a) The employer must implement procedures to safeguard the confidentiality of any file held by the employer concerning any reportable allegation or exempt allegations made against an employee.

19. Suspension

Notwithstanding any of the provisions in this award, an employer may suspend a teacher with or without pay while considering any matter which in the view of the employer could lead to the teacher's summary dismissal. Suspension without pay shall not be implemented by the employer without prior discussion with the teacher and shall not, except with the teacher's consent, exceed a period of four weeks.

20. Disputes Procedure

The objective of these procedures is the avoidance or resolution of industrial disputation, arising under this Award by measures based on consultation, co-operation and negotiation.

- 20.1 Without prejudice to other party, the parties shall ensure the continuation of work in accordance with this award and custom and practice in the schools of the employer.
- 20.2 In the event of any matter arising which is of concern or interest, the teacher shall discuss this matter with the Principal or his or her nominee.
- 20.3 If the matter is not resolved at this level, the teacher may refer this matter to the union representative in the workplace, who will discuss the matter with the Principal or his or her nominee.
- 20.4 If the matter remains unresolved, it shall be referred to the General Secretary of the union or his or her nominee and the senior official or his or her nominee of the Catholic Education Office (or Catholic Schools Office) of the Diocese for discussion and appropriate action. The senior official may request assistance from the Catholic Commission for Employment Relations.
- 20.5 If this matter cannot be resolved at this level it may be referred to the Industrial Relations Commission of New South Wales.
- 20.6 Nothing contained in this procedure shall prevent the General Secretary of the union or his or her nominee or the nominee of the employer from entering into negotiations at any level, either at the request of a member or on his or her own initiative in respect of matters in dispute should such action be considered conducive to achieving resolution of the dispute.

21. No Extra Claims

- 21.1 The union will not make or pursue any extra award claims for improvements in wages or other terms and conditions of employment until 31 December 2008.
- 21.2 The parties agree that the wage increases provided for in this award are in lieu of any improvements in wages provided for under any decision of the Industrial Relations Commission of New South Wales (including any State Wage Case decision) handed down prior to or during the nominal term of this award and until 31 December 2008 and no claim can be made for such increases.

22. Area Incidence and Duration

22.1 This award replaces and rescinds the Teachers (Archdiocese of Sydney and Dioceses of Broken Bay and Parramatta) (State) Award 2004 published on 18 March 2005 (349 I.G. 355), as varied.

22.2 It shall apply to all teachers and teacher-librarians employed in any recognised Catholic school or special school registered under the provisions of the *Education Act* 1990 and operated by the Archdiocese of Sydney or the Diocese of Broken Bay or the Diocese of Parramatta.

Provided further that the award shall not apply to the following persons:

- (a) teachers of music or other individual arts who are remunerated on an individual fee basis;
- (b) members of a recognised religious order and/or Clerks in Holy Orders, and/or Ministers of Religion; provided that application may be made on behalf of any such member to be included within the scope of this award;
- (c) employees within the jurisdiction of the Independent Schools and Colleges, General Staff &c. (State) Industrial Committee and the Kindergartens &c. (State) Industrial Committee.
- (d) persons employed in kindergartens, nursery schools or other pre-school centres licensed as child care centres under the *Children (Care and Protection) Act* 1987.

22.3 This award shall take effect from 1 January 2006 and remain in force until 31 December 2008.

PART B

Table 1 - Wage Rates

ANNUAL SALARY			
Step	Effective from first pay period on or after 1 January 2006 Steps 1-12 (3%) Step 13 (4.5%) \$	Effective from first pay period on or after 1 January 2007 Steps 1-12 (3%) Step 13 (4.5%) \$	Effective from first pay period on or after 1 January 2008 Steps 1-12 (3%) Step 13 (4%) \$
1	36,936	38,044	39,185
2	40,259	41,467	42,711
3	42,943	44,231	45,558
4	45,167	46,522	47,918
5	47,621	49,050	50,522
6	50,072	51,574	53,121
7	52,527	54,103	55,726
8	54,983	56,632	58,331
9	57,435	59,158	60,933
10	59,888	61,685	63,536
11	62,341	64,211	66,137
12	64,798	66,742	68,744
13	69,334	72,454	75,352

Table 2 - Allowances for Positions of Special Responsibility

Clause No.	Position	ANNUAL ALLOWANCE		
		Effective from first pay period on or after 1 January 2006 (4%*) \$	Effective from first pay period on or after 1 January 2007 (4%*) \$	Effective from first pay period on or after 1 January 2008 (4%*) \$
5.1(a)	Senior Teacher 2	5,582	5,632	5,857
	Co-ordinator 1	5,582	5,632	5,857
	Co-ordinator 2	11,163	11,263	11,714
	Co-ordinator 3	16,745	16,895	17,571

* Calculated as the required increase in the allowance necessary to provide an increase of 4% in total salary for a teacher on Step 13 holding a Coordinator 2 position; the other allowances are calculated in proportion to the Coordinator 2 allowance.

Table 3A - Allowances for Assistant Principal Positions in the Diocese of Broken Bay*

Clause No.	Position	ANNUAL ALLOWANCE		
		Effective from first pay period on or after 1 January 2006 (4%*) \$	Effective from first pay period on or after 1 January 2007 (4%*) \$	Effective from first pay period on or after 1 January 2008 (4%*) \$
5.1(b)	Assistant Principal - Secondary Enrolment in a secondary department at previous year's census date			
	201-300	21,666	22,186	23,074
	301-600	23,897	24,506	25,486
	601-900	26,126	26,824	27,897
	901-1200	28,352	29,139	30,305
	1201+	30,584	31,461	32,720
	Assistant Principal - Primary Enrolment in a Primary Department at previous year's census date			
	101-250	17,522	17,876	18,591
	251-400	19,541	19,976	20,775
	401-600	21,666	22,186	23,074
	601-800	23,897	24,506	25,486
	801 +	26,126	26,824	27,897

* Calculated as the required increase in the allowance necessary to provide an increase of 4% in total salary for a teacher on Step 13 holding the relevant position.

Table 3B - Salaries for Assistant Principal Positions for the Archdiocese of Sydney and the Diocese of Parramatta

Clause No.	Position	ANNUAL SALARY		
		Effective from first pay period on or after 1 January 2006 (4%) \$	Effective from first pay period on or after 1 January 2007 (4%) \$	Effective from first pay period on or after 1 January 2008 (4%) \$
5.1(b)	Assistant Principal - Secondary Enrolment in a secondary department at previous year's census date			
	201-300	91,000	94,640	98,426
	301-600	93,231	96,960	100,838
	601-900	95,460	99,278	103,249
	901-1200	97,686	101,593	105,657
	1201+	99,918	103,915	108,072
	Assistant Principal - Primary Enrolment in a Primary Department at previous year's census date			
	101-250	86,856	90,330	93,943
	251-400	88,875	92,430	96,127
	401-600	91,000	94,640	98,426
	601-800	93,231	96,960	100,838
	801 +	95,460	99,278	103,249

Table 4 - Other Rates

Item No.	Clause No.	Brief Description	Effective from first pay period on or after 1 January 2006 (4%) \$	Effective from first pay period on or after 1 January 2007 (4%) \$	Effective from first pay period on or after 1 January 2008 (4%) \$
1	4.2(a)	(i) Full-time Teacher teaching	2,087per annum	2,170 per annum	2,257per annum
		classes of children with a disability			
		(ii) Part-time or Casual Teachers teaching classes of children with a disability	10.23per day	10.64per day	11.06 per day
2	4.2(b)	Principal Teachers of school for children with a disability for each Teacher supervised	327 per annum per teacher	340 per annum per teacher	354 per annum per teacher
3	4.2(b)	Maximum payment per annum under Item 2	1,696 per annum	1,764 per annum	1,835per annum
4	4.9	Own car allowance where use authorised by the school	0.60 per km	0.60 per km	0.60 per km

ANNEXURE A

Teacher Classifications and Teacher Librarians.

1. Teacher Classifications

This Annexure contains more detail concerning qualifications equivalent to those specified for classifications in clause 2, Definitions of this award.

- (a) Four Years Trained Teacher includes a teacher with the following equivalent qualifications:
 - (i) A teacher who has satisfactorily completed a four years' training course at Sydney Teachers' College and the New South Wales Conservatorium of Music; or
 - (ii) A teacher who has satisfactorily completed a four years' diploma of Art course that incorporates the equivalent of a one year's full-time course in teacher education at a recognised higher education institution; or
 - (iii) A teacher, who in addition to satisfying the requirements for classification as a Three Years Trained Teacher, has satisfactorily completed a two-semester course of training for teacher-librarians conducted by a recognised higher education institution;
 - (iv) A teacher, who in addition to being a graduate, has completed a two-semester course of training for teacher-librarians conducted by a recognised higher education institution;
 - (v) A teacher, who in addition to being a graduate, is eligible for Associate (Professional) Membership of the Library Association of Australia.
- (b) Three Years Trained Teacher includes a teacher with the following equivalent qualifications:
 - (i) A Two Years Trained Teacher who, in addition, has satisfactorily completed the two semester course of training for teacher-librarians conducted by a recognised higher education institution; or
 - (ii) A teacher who is a Three Years Conditionally Classified Teacher, who in addition to the qualifications necessary to gain a Three Years Conditionally Classified status, has satisfactorily completed a two-semester course of training for teacher-librarians conducted by a recognised higher education institution; or
 - (iii) A teacher employed as a teacher-librarian who is eligible for Associate (Professional) Membership of the Library Association of Australia, but is not a graduate.
 - (iv) A person employed as a teacher-librarian who is eligible for Associate (Professional) Membership of the Library Association of Australia, but who is not a graduate; or
- (c) Two Years Trained Teacher includes a teacher with the following equivalent qualifications:
 - (i) A teacher who is a Two Years Conditionally Classified Teacher who in addition to the qualifications necessary for Two Years Conditionally Classified status, has satisfactorily completed a two-semester course of training for teacher-librarians conducted by a recognised higher education institution; or
 - (ii) A teacher who was classified as a One Year Trained Teacher prior to the introduction of this award and who in addition to the qualifications necessary for that classification, has satisfactorily completed a two-semester course of training for teacher-librarians conducted by a recognised higher education institution

2. Teacher-Librarians

The role description of a teacher-librarian is as follows:

A Teacher Librarian, where appointed in a school, is a member of the school's professional staff and is responsible to the principal for:

- (a) participating in the teaching of information literacy in the context of the total curriculum and
- (b) assisting in the management of the school's information resources and services to facilitate learning/teaching.

This framework for the role of the Teacher Librarian is necessarily broad and recognises that each role is significantly shaped by local needs and circumstances. It aims to identify the key accountabilities in the role but does not seek to nominate specific strategies for their implementation. It is the responsibility of each Principal to identify and document these for a given school.

The Role Description Which Is Developed At Each School Should:

- promote the role of Teacher Librarian within the school
- facilitate effective and valid appraisal
- assist in establishing a professional development agenda for the Teacher Librarian

Key Accountabilities

Within The School. The Teacher Librarian Is Expected To

- show a commitment to the Church's mission in Catholic education
- have a professional involvement in the learning and teaching program of the school by collaborating with teachers in curriculum development, implementation and development
- initiate and co-operate in programs to ensure students become discerning users of information to enable them to achieve the learning outcomes specified in the school's education programs
- play a role in the whole schools information technology program
- provide experiences to encourage reading, literacy, and information usage
- develop, organise and manage information resources which meet the educational, cultural and recreational needs of students and the professional needs of teachers
- facilitate access to external sources of information
- take responsibility for library management
- participate in activities which support the development of the school community

ANNEXURE B

PORTABILITY

Part to be completed by teacher:

Name of Teacher:

Name of former Catholic Employer: _____

I, _____
(Name of teacher)

was formerly employed by _____
(Name of former Catholic employer)

as a teacher from _____ to
(Date)

_____ (Date)

I commenced as a teacher with _____

on _____
(Date)

Signature

Date

Part to be completed by former Catholic Employer:

(Name of teacher)

was employed by the employer as a teacher

and ceased work on _____
(Date)

At that time, untaken sick leave with the employer over the proceeding - years of continuous service is as follows:

(Date)

SET OUT RECORD

e.g:

Last year of employment	Sick Days
Year 2 accumulation	Sick Days
Year 3 accumulation	Sick Days
Year 4 accumulation	Sick Days
Year 5 accumulation	Sick Days
Year 6 accumulation	Sick Days

Employer

Date

F. L. WRIGHT J , *President*

Printed by the authority of the Industrial Registrar.
(482)

SERIAL C4544

MISCELLANEOUS WORKERS' - KINDERGARTENS AND CHILD CARE CENTRES, &c. (STATE) AWARD

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

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

(No. IRC 5757 and 5600 of 2004)

The Honourable Justice Wright, President
The Honourable Justice Walton, Vice-President
The Honourable Justice Schmidt
Commissioner McLeay

7 and 16 March 2006

AWARD

1. Arrangement

Clause No.	Subject Matter
10.	Additional Rates and Allowances
20.	Annual Leave
21.	Annual Leave Loading
34.	Anti Discrimination
39.	Area Incidence and Duration
1.	Arrangement
25.	Bereavement Leave
8.	Classification Structure
4.	Contract of Employment
3.	Definitions
35.	Dispute Settling Procedure
31.	Examination and Study Leave
36.	Exemptions
5.	Hours
6.	Implementation of 38 Hour Week
28.	In Service: Preschools and OOSHC Centres
16.	Job Sharing
26.	Jury Service
38.	Leave Reserved
22.	Long Service Leave
13.	Make up Time
29.	Meetings and Activities
15.	Miscellaneous Conditions
2.	Name of Award
12.	Overtime
23.	Parental Leave
14.	Payment of Wages
24.	Personal Carers Leave
30.	Professional Development, Training & Planning
19.	Public Holidays
27.	Redundancy
17.	Relieving in Other Positions
7.	Rostered Days Off Duty

- 37. Salary Packaging
- 11. Saturday and Sunday Work
- 4A. Secure Employment Provisions
- 18. Sick Leave
- 33. Superannuation
- 32. Supported Wage
- 9. Wages

PART B

- Table 1A - Former Wages
- Table 1B - Wages - Support Worker Classifications
- Table 1C - New Wages - Child Care Classifications Long Day Care
- Table 1D - New Wages - Child Care Classifications Pre-Schools
- Table 2 - Additional Rates and Allowances
- Appendix A - Casual Service Card
- Appendix B - Parental Leave

2. Name of Award

This Award shall be known as the Miscellaneous Workers Kindergarten and Child Care Centres (State) Award 2006.

3. Definitions

- (i) Full-Time Employee - means an employee employed and paid by the week subject to clause 4, Contract of Employment and clause 5 (i) of the award.
- (ii) Part-time Employee - means an employee who works a constant number of ordinary hours less than the ordinary number of hours prescribed for full-time employees in subclause (i) of this clause and clause 5 (i) of the award.
- (iii) Casual Employee - means an employee engaged and paid as such.

Notation: Certain casual employees may have rights to make an election to convert their employment under the provisions of Clause 4A of this award.

- (iv) Temporary Employee
 - (a) means an employee engaged to work full-time or part-time for a specified period which is not more than two years but not less than 20 days.
 - (b) Such employees shall be engaged solely for the following specified purposes:
 - (1) to replace existing employees proceeding on annual leave, maternity leave, long service leave, workers compensation or leave without pay;
 - (2) to occupy specially funded positions;
 - (3) to occupy positions approved by the Department of Community Services which vary a centre's licence;
 - (4) to occupy positions resulting from seasonal employment fluctuations in a locality;
 - (5) to occupy positions resulting from increases in enrolments.

Notation: Employees engaged pursuant to (4) and (5), above, shall not be engaged in such a way that would displace existing employees or future permanent employees.

- (v) Day - means the period from midnight to midnight.
- (vi) Union - means The Liquor, Hospitality and Miscellaneous Union, New South Wales Branch.
- (vii) Night Shift - means any shift finishing subsequent to midnight and at or before 8.00am or any shift commencing at or after midnight and before 5.00am.
- (viii) Afternoon Shift - means any shift finishing after 6.30pm and at or before midnight.
- (ix) Early Morning Shift - means any shift commencing at or after 5.00am and before 6.30am.
- (x) Night Shift, Non-rotating - means any shift system in which night shifts are worked which do not rotate or alternate with another shift so as to give the employee at least one third of the employee's working time off night shift in each roster cycle.

4. Contract of Employment

- (i)
 - (a) All employees will be engaged on a probationary period of three months.
 - (b) Except for the first three months of employment, the employment of a full-time or part time employee may be terminated by a week's notice given by either party or by the payment or forfeiture, as the case may be, of one week's wages in lieu of such notice. This shall not affect the right of an employer to dismiss any employee without notice for misconduct and in such cases wages shall be paid up to the time of dismissal only.
 - (c) During the first three months of employment, the employment may be terminated by a day's notice given by either party or by the payment or forfeiture, as the case may be, of one day's wages in lieu of such notice.
- (ii) Payment During Vacations: Notwithstanding the foregoing provisions, where an establishment is closed during a vacation period and no work is available, an employee shall be paid the ordinary rate of pay during such a period provided that during the Christmas vacation only an employee with insufficient credit of annual leave to maintain the ordinary rate of pay during the said vacation period may be stood down without pay for a maximum of four weeks.

Provided further that where the employment of an employee is terminated by the employer in accordance with the provisions of this clause through no fault of the employee during the vacation, and such employee whose services are so terminated is re-employed by the same employer before the expiration of two weeks after the commencement of the next term, the contract of employment shall not be deemed to have been broken for the purposes of the *Long Service Leave Act 1955*. Any period of non-employment of any such employee who is so re-employed shall not count as qualifying service for the purposes of such Act.
- (iii) The employment of a casual employee may be terminated by one hour's notice.
- (iv) Upon request by an employee, the employer shall give an employee a signed statement of service upon termination. Such statement shall certify the period of commencing and ceasing employment and the class of work upon which the employee was employed. Note: with respect to casual employees, see paragraph (e) of subclause (i) of clause 8, Classification Structure of this award.
- (v) Employees terminating employment shall be paid all wages and other monies due forthwith, including any payments which may be due in lieu of annual leave and/or long service leave.

- (vi) Flexibility of Work
- (a) An employer 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 de-skilling.
 - (b) Persons employed as Child Care Workers may be required to assist with duties incidental to their primary contact care role.
 - (c) Any direction issued by an employer shall be consistent with the employer's responsibilities to provide a safe and healthy working environment.

4A. Secure Employment Provisions

- (i) 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.

- (ii) Casual Conversion

- (a) 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.
- (b) 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.
- (c) Any casual employee who has a right to elect under paragraph (ii)(a), upon receiving notice under paragraph (ii)(a) 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.
- (d) 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.
- (e) 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.
- (f) 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 (ii)(c), the employer and employee shall, in accordance with this paragraph, and subject to paragraph (ii)(c), 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.

- (g) Following an agreement being reached pursuant to paragraph (e), 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.
- (h) An employee must not be engaged and re-engaged, dismissed or replaced in order to avoid any obligation under this subclause.

(iii) Occupational Health and Safety

- (a) 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.
- (b) 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.

(c) Nothing in this subclause (iii) 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*.

(iv) 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.

(v) 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.

(vi) Exemption

The above mentioned casual conversion clause will not apply to persons who perform work pursuant to the *Technical and Further Education Commission Act 1990*.

5. Hours

(i) Ordinary Working Hours - The ordinary working hours, inclusive of crib breaks, shall not, without payment of overtime, exceed an average of thirty eight per week. Such hours shall be worked as follows:

(a) Day Workers - Between the hours of 6.30 a.m. and 6.30 p.m., Monday to Friday inclusive. The above hours shall be worked on each day in either one or two shifts provided that the total hours worked on any day shall not exceed the applicable hours provided for in clause 6 Implementation of 38 Hour Week without payment for overtime.

(b) Shift Workers - Fixed shifts of a duration provided for in Clause 6, Implementation of 38 hour week to be worked on five days of the week, Monday to Sunday inclusive.

(ii) Notification of Hours - The employer shall, by legible notice displayed at some place accessible to the employees, notify the ordinary hours of commencing and ceasing work and the ordinary times of meal or crib breaks. Such hours, once notified, shall not be changed without the payment of overtime except by seven days' clear notice to the employee, or by mutual agreement between the employer and employee to waive or shorten the notice period, or due to an emergency outside the employer's control.

Any dispute as to the existence of an emergency will be dealt with in accordance with the dispute settling procedure of this award.

Notation: An 'emergency' must be given its ordinary meaning. It is not to be understood to comprehend routine events, such as an employee having to remain at the end of their rostered hours, when a parent fails to arrive on time to collect a child. Such work, if required will involve overtime to which the award overtime provisions will apply.

Notation: For part time employees see subclause (iii) of Clause 12, Overtime.

(iii) Rest Pauses - All employees shall be allowed a rest break of ten minutes per shift between the second and third hour from starting time and, if the work exceeds seven hours from starting time the employee shall be allowed a further rest break of ten minutes, to be taken at a time mutually convenient to the employer and the employees in the establishment concerned, subject to the provisions relating to the supervision of children under the *Children and Young Persons (Care and Protection) Act 1998*.

(iv) Crib Breaks - Not more than thirty minutes nor less than twenty shall be allowed to employees each day for a midday crib break between the fourth and fifth hour if such employee's shift exceeds five hours from commencement of work. Such crib breaks shall be counted as time worked.

Provided however that employee may, by agreement with the employer, leave the premises during the crib break. Where such reasonable request has been made by an employee, the employer shall give favourable consideration to any such request having regard to the provisions of the *Children and Young Persons (Care and Protection) Act 1998* relating to supervision of children. Such time away from the premises shall not count as time worked nor shall any payment be made for such time. A record of unpaid lunch periods shall be kept in the Time and Wages records.

- (v) Unpaid Meal breaks for those employed on or after 28 August 2000. An employer may direct an employee engaged on or after 28 August 2000 to take an unpaid meal break of up to thirty minutes between the fourth and fifth hour of the employee's shift provided that the shift exceeds five hours and having regard to the provisions of the *Children and Young Persons (Care and Protection) Act 1998* relating to supervision of children. During this unpaid time, the employee may leave the premises.
- (vi) Unpaid Meal breaks for those employed prior to 28 August 2000. With the prior written agreement of the employee, an employer may direct an employee engaged prior to 28 August 2000 to take an unpaid meal break of up to thirty minutes between the fourth and fifth hour of the employee's shift provided that the shift exceeds five hours and having regard to the provisions of the *Children and Young Persons (Care and Protection) Act 1998* relating to supervision of children. The prior agreement of the employee shall be recorded in the time and wages record. During this unpaid time, the employee may leave the premises.
- (vii) Employee performing duties during meal break. If an employee is required to perform duties during and unpaid meal break, the employee shall be paid at time and one half for the time worked with a minimum payment as for fifteen minutes work. Where the employee works more than fifteen minutes, the payment shall be as for thirty minutes.

6. Implementation of 38 Hour Week

6A. Ordinary Hours of Work

- (i) The ordinary hours of work shall not exceed an average of 38 per week, as provided in clause 5, Hours, of this award.
- (ii) In respect of employees engaged prior to 28 August 2000, the 38 hour week is to be implemented by the working of a 19 day month in accordance with sub-clause 6.B. Provided that, with the consent of the employee, the ordinary hours of work may be implemented in accordance with (b), (c), (d), or (e) of sub-clause (iii) of this clause. The consent of the employee must be in writing and a notation of the consent shall be kept in the time and wages record.
- (iii) In respect of employees engaged on or after 28 August 2000, ordinary hours of work in accordance with clause 5, Hours of this award, may be implemented in one of the following ways:-
 - (a) by working a 19 day month; or
 - (b) by working 3 x 10 hour shifts and 1 x 8 hour shift per week; or
 - (c) by working 4 x 9.5 hour shifts per week; or
 - (d) by working 5 x 7.6 hour shifts per week; or
 - (e) by working 4 x 8 hour shifts and 1 x 6 hour shift per week.

6B. 19 Day Month

- (iv) An employee shall accrue two hours per week or 0.4 of an hour (i.e., 24 minutes) for each eight hour shift or day worked, to give an entitlement to take an accrued rostered day off in each four week cycle as though worked.

- (v)
- (a) Each day of paid leave taken (including annual leave but not including long service leave or any period of paid or unpaid stand-down as provided in clause 4 (ii) of this award) and any public holiday occurring during any cycle of four weeks shall be regarded as a day worked for accrual purposes. Provided however that accrued days off shall not be regarded as part of annual leave for any purpose.
 - (b) Notwithstanding the provisions of paragraph (a) of this subclause, an employee shall be entitled to no more than 12 paid accrued days off in any twelve months of consecutive employment.
 - (c) An employee who has not worked a complete four week cycle in order to accrue a rostered day off, shall be paid a pro rata amount for credits accrued for each day worked in such cycle payable for the rostered day off or, in the case of termination of employment, on termination, (i.e. an amount of 24 minutes for each 8 hour day worked).
- (vii) Subject to subclause (v) of this clause, an employee shall accrue an entitlement to rostered days off in any twelve months of consecutive employment to the extent provided in the following table:

Number Of Weeks Establishment Open Per Year	Accrued Days Off Per Year
41 weeks	10.25
42 weeks	10.50
43 weeks	10.75
44 weeks	11.00
45 weeks	11.25
46 weeks	11.50
47 weeks	11.75
48 weeks - 52 weeks	12.00

6C. Implementation of 19 Day Month

- (viii) By mutual agreement between the employer and employee concerned, the employer may fix one work day in every fourth week as an accrued rostered day off to the extent of such rostered days off accrued in accordance with subclause (vii) of this clause; or

Accumulation

- (ix) Establishments Operating 48 - 52 Weeks

The employee may accrue sufficient accrued days off to enable such days to be taken as rostered days off to a maximum block of five (5) days at any one time in any twelve (12) months of consecutive employment, and provided that no two (2) blocks of rostered days off shall follow on consecutively.

The employee shall take such rostered days off by mutual agreement with the employer.

- (x) Establishments Operating 41 - 47 Weeks

Accumulated rostered days off shall be taken during non-term time, including but not limited to the period of paid stand-down provided in Clause 4 (ii) of this award.

6D. Part Time Employees

- (a) A part time employee as defined in clause 3 (ii) of this award who is regularly rostered to work ordinary hours over five days per week shall accrue an entitlement to rostered days off in the same ratio of weeks worked to accrued days as set out in subclause (vi) of this clause. A part time employee may choose to be paid the appropriate higher hourly rate (that is a rate based on a 38-hour divisor, as set out in clause 7(ii) in lieu of accruing an entitlement to rostered days off subject to mutual agreement between employer and employee. A notation of such agreement shall be kept in the Time and Wages Records.

Provided that in respect of part time employees engaged on or after 28 August 2000, the employer may require that such employee be paid the higher rate in lieu of the rostered day off.

- (b) Where rostered days off are taken the provisions of subclause 6C of this clause shall apply.
- (c) A part-time employee as defined in subclause (ii) of clause 3, Definitions, who works less than five days per week shall be paid for all hours worked (on the basis of a 38-hour divisor) subject to subclause (iv) of clause 9, Wages in lieu of an entitlement to rostered days off subject to mutual agreement between the employer and the employee/s.

6E. Casual Employees

A casual employee as defined in subclause (iii) clause 3, Definitions, shall be paid for all hours worked subject to subclause (v) of clause 9, Wages in lieu of an entitlement to accrued days off prescribed by this clause.

7. Rostered Days Off Duty

- (i) Rostering
- (a) Notice - Except as provided in paragraph (b), an employee shall be advised by the employer at least four weeks in advance of the day or days he or she is to be rostered off duty.
- (b) Substitution - An individual employee with the agreement of the employer may substitute the day he or she is rostered off duty for another day.
- (c) Payment of Wages - Subject to Clause 14, Payment of Wages, of this award, where an employee is paid by cash or cheque and such employee is rostered off duty on a day which coincides with pay day, such employee shall be paid no later than the working day immediately following pay day.
- (d) Accumulation - Rostered days off may accumulate in accordance with subclause (iv) of clause 6, Implementation of 38 Hour Week of this award.
- (ii) Payment of Rostered Days Off - For every ordinary hour paid for, payment to the employee of one twentieth (5%) of the hourly rate will be withheld by the employer and then paid in the pay week in which the employee's rostered day off is taken. Notation: The withholding of payment for rostered days off for part time employees may also be implemented by applying a divisor of 40 in lieu of a 38 divisor to the appropriate full time rate of pay used to determine the part time rate applicable.
- (iii) Rostered Day Off Falling on a Public Holiday - Where an employee's rostered day off falls on a public holiday the employee and the employer shall agree to the substitution of an alternative day off. Provided however that where such agreement is not reached the substituted day may be determined by the employer.
- (iv) Sick Leave and Rostered Days Off - An employee is not eligible for sick leave in respect of absences on rostered days off as such absences are outside the ordinary hours of duty.
- (v) Bereavement & Rostered Days Off - An employee shall not be entitled to payment for Bereavement leave in respect of absences on rostered days off as such absences are outside the ordinary hours of duty.

- (vi) Work on Rostered Day Off - Except as provided in paragraph (b) of subclause (i) of this clause, any employee required to work on a rostered day off shall be paid in accordance with the provisions of clause 12, Overtime, of this award and an alternative day shall be granted as a rostered day off.

8. Classification Structure

(i) Implementation of Classification Structure

- (a) The employer shall determine the appropriate classification for each position in the service having regard to the needs of the service. The employer may choose not to appoint anyone to a particular classification in the Award, subject to the provisions of the *Children and Young Persons (Care and Protection) Act 1998* and/or the *Children's Services Regulations 2004*.
- (b) An employee will be appointed to the position and the corresponding classification in this award having regard to the duties required by the employer to be undertaken by the employee, the qualifications of the employee and the employee's length of service.
- (c) An employee shall commence on the step in the appropriate classification commensurate with the number of years of employment in early childhood and child care services for children aged 0 - 12 years whether conducted by the employer or not and shall progress thereafter in accordance with the award.

Progression through the steps of each classification in this clause for part-time and casual employees shall be based on full-time equivalent service.

- (d) Calculation of Employment: When calculating employment for the purposes of this clause, one year of employment may be deducted for every period of five year's absence from early childhood and child care services.
- (e) Employment History on Engagement:
- (1) Full time or Part time employees - upon engagement, an employee shall establish the employee's employment history in early childhood and child care services for the purposes of determining, where necessary, the appropriate step applicable under the classification structure set out in subclause (ii) of this clause.
- (2) Casual employees - a casual employee shall maintain and keep up to date a record of employment as set out in Appendix A of this award. Such record shall be signed by the employer at the conclusion of each period of casual employment.
- (f) An employee may apply for a higher classification when a position becomes available in the service subject to the employee possessing the requisite qualifications and appropriate selection procedures for the particular service being followed.
- (g) Any dispute in relation to the implementation of the classification structure shall be dealt with in accordance with Clause 35 - Dispute Settling Procedure of this award.
- (h) Translation
- (1) Existing employees whose duties fall within the classification structure set out in this award should confer with their employer and seek to reach agreement on any translation that may apply to the employee's classification as a result of the introduction of new classifications in this award.
- (2) Employees will translate to new classifications, if applicable, on the basis of the following principles:

where an existing employee retains their existing classification, they will retain their current incremental position in that classification based on their years of experience in the industry;

where an existing employee is subsequently reclassified to a higher classification, they will be paid at the rate for the classification to which they are appointed to in accordance with 8(i)(c).

Co-ordinators will be classified according to their qualifications, the service type, and the number of licensed child care places.

New employees will be classified and paid according to the appropriate table in Part B Monetary Rates of this award.

(ii) Classification Structure

An employer shall classify the position to which an employee is appointed in accordance with the following structure:

Child Care Support Worker (as defined)

Child Care Support Worker (Qualified Cook) (as defined)

Child Care Worker (as defined)

Step	
1	on engagement without early childhood or child care service
2	after 1 year's employment in this classification, or the satisfactory completion of an AQF Certificate III in Children's Services (with less than 12 months employment in an early childhood or child care service)
3	after 2 year's employment in this classification
4	after 3 year's employment in this classification
5	after 1 year's employment in this classification, in addition to the satisfactory completion of an AQF Certificate III in Children's Services.

Advanced Child Care Worker (as defined)

Step	
1	on engagement with early childhood or child care service
2	after 1 year's employment in this classification
3	after 2 year's employment in this classification

Advanced Child Care Worker (Qualified) (as defined)

Step	
1	on engagement with early childhood or child care service
2	after 1 year's employment in this classification
3	after 2 year's employment in this classification
4	required to supervise other Associate Diploma or Diploma qualified employees within the group they have responsibility for

Assistant Co-ordinator (as defined)

Assistant Co-ordinator Qualified (as defined)

Co-ordinator (as defined)

Level		

1	OOSH	on engagement with an Out Of School Hours centre
2	LDC/Pre-School	on engagement with long day care or Pre-School service up to 29 licensed places
3	LDC/Pre-School	on engagement with long day care or Pre-School service up to 69 licensed places.
4	LDC/Pre-School	on engagement with long day care or Pre-School service with 70 licensed places or more.

Co-ordinator Qualified (as defined)

Level		
1	OOSH	on engagement with an Out Of School Hours Centre
2	LDC/Pre-School	on engagement with long day care or Pre-School service up to 29. licensed places
3	LDC/Pre-School	on engagement with long day care or Pre-School service up to 69 licensed places.
4	LDC/Pre-School	on engagement with long day care or Pre-School service with 70 licensed places or more.

- (iii) Child Care Support Worker means an employee appointed by the employer to perform some or all of the following duties:

assisting a qualified cook;

laundry work;

cleaning;

gardening;

cooking (where the employee is unqualified);

driving (as part of other duties);

handy work; and

other duties as required by the employer as are within the knowledge, skills and capabilities of the carer, including duties at a higher classification; provided that this does not promote de skilling.

- (iv) Child Care Support Worker (Qualified Cook) - means an employee who holds basic qualifications in cooking, and who is appointed by the employer to cook meals in the service. An employee in this classification may be required by the employer to perform other duties as required by the employer as are within the knowledge, skills and capabilities of the employee including duties at a higher or lower classification; provided that this does not promote de skilling.
- (v) Child Care Worker - means a carer appointed by the employer to contribute to the development of and assist in the implementation of the child care program under the general direction of and responsible to a supervisor who is regularly present with the group of children. Qualifications are not required for Steps 1 to 4.
- (a) An employee who has completed an AQF Certificate III in Children's Services shall be paid no less than Child Care Worker Step 2.
- (b) An employee who has completed both an AQF Certificate III in Children's services and 12 months equivalent full-time service in a child care service, or has successfully completed an approved Certificate III traineeship of no less than 12 months duration, shall be classified at Step 5.

- (c) An employee at this level is responsible for their own work and may be required by the employer to perform some or all of the following duties:
- positively interact with children, give each child individual attention and comfort as required; assist to implement daily routines;
 - assist with ensuring a safe, healthy and clean indoor and outdoor environment for children;
 - supervise the activities of a group of children for short periods of time during the day;
 - work with other staff members to ensure the smooth running of the service subject to the service policies and procedures;
 - understand and work according to the service policies and procedures;
 - assist in the development and/or evaluation of the program;
 - assist in the observation and evaluation of the children's development;
 - assist with the recording of children's development and assist in planning for the ongoing development of the child;
 - communicate with parents as instructed;
 - attend to incidental cleaning and housekeeping or associated with individual and group activities, experiences and routines;
 - perform incidental administrative duties including but not limited to: completing receipts, signing deliveries, ruling up the roll, checking the roll and the like;
 - other duties as required by the employer as are within the knowledge, skills and capabilities of the carer, including duties at a lower classification; provided that this does not promote de skilling.
- (d) An employee at this level may be required by the employer to possess and maintain a current first aid certificate recognised under the *Children and Young Persons (Care and Protection) Act 1998*.
- (e) Employees appointed to the position of child care worker, but required to perform the duties of an advanced child care worker, will be paid the higher rate applicable to that classification.
- (vi) Advanced Child Care Worker - means an unqualified carer appointed by the employer with the responsibility to develop, plan and implement the child care program. An employee at this level is responsible to the overall employer of a service and may be responsible for the direction of other staff within the group for which they have responsibility. An employee at this level may be required by the employer to perform some or all of the following duties:
- has direct responsibility for the management of a group or groups of children in conjunction with the employer of the service;
 - ensure the maintenance of a healthy and safe work environment;
 - ensure a safe, healthy and clean indoor and outdoor environment for children;
 - liaise with parents as to needs of the children and the service;
 - maintain appropriate and up-to-date records;
 - ensure that programs are planned, implemented and evaluated for each child in their care;

ensure that all regulations, licensing guidelines, service policies and procedures are observed;

carry out administrative duties which relate to effective room management and child care responsibilities;

other duties as required by the employer as are within the knowledge, skills and capabilities of the carer, including duties at a lower classification; provided that this does not promote de skilling.

An employee at this level is required to possess and maintain a current first aid certificate recognised under the *Children and Young Persons (Care and Protection) Act 1998* as amended and administer first aid as required.

An employee at this level will be required to continue to demonstrate the skills and knowledge required for the position.

- (vii) **Advanced Child Care Worker: Qualified** - means a qualified carer who holds a Diploma in Children's Services, an Associate Diploma in Social Science (Child Studies) from TAFE or equivalent qualifications which are recognised under the *Children and Young Persons (Care and Protection) Act 1998* as amended, appointed by the employer with the responsibility to develop, plan and implement the child care program. An employee at this level is responsible to the overall employer of a service and may be responsible for the direction of other staff within the group for which they have responsibility. An employee at this level may be required by the employer to perform some or all of the following duties:

has direct responsibility for the management of a group or groups of children in conjunction with the employer of the service;

ensure the maintenance of a healthy and safe work environment;

ensure a safe, healthy and clean indoor and outdoor environment for children;

liaise with parents as to needs of the children and the service;

maintain appropriate and up-to-date records;

ensure that programs are planned, implemented and evaluated for each child in their care;

ensure that all regulations, licensing guidelines, service policies and procedures are observed;

carry out administrative duties which relate to effective room management and child care responsibilities;

other duties as required by the employer as are within the knowledge, skills and capabilities of the carer including duties at a lower classification; provided this does not promote de skilling.

An employee at this level is required to possess and maintain a current first aid certificate recognised under the *Children and Young Persons (Care and Protection) Act 1998* as amended, and administer first aid as required.

An employee at this level will be required to continue to demonstrate the skills and knowledge required for the position.

Advanced Child Care Worker Qualified Step 4 means a qualified carer who holds the Associate Diploma in Social Science (Child Studies), Diploma in Children's Services or equivalent qualifications which are recognised under the *Children and Young Persons (Care and Protection) Act 1998* as amended, and who is appointed by the employer to a position where the employee is required to supervise other Associate Diploma or Diploma qualified employees within the group they have responsibility for.

- (viii) Assistant Co-ordinator - means carer appointed by the employer to perform administrative and management functions which assist in the co-ordination administration and management of a service, under direction from and responsible to a supervisor who is regularly present at the service. In addition to those of an Advanced Child Care Worker, an employee at this level may be required by the employer to perform some or all of the following duties:

Supervise, direct and co-ordinate the activities of groups of children across the service.

Co-ordinate and manage day-to-day staffing matters across the service.

Perform administrative duties which assist in the effective management of the service.

Ensure that groups within the service meet programming, planning administrative and regulatory requirements.

other duties as required by the employer which are within the knowledge, skills and capabilities of the carer, including duties at a lower classification; provided that this does not promote de skilling.

An employee will not be regarded as working at this level for undertaking responsibilities such as evaluating and improving the activities of a service.

An employee will not be regarded as working at this level for relieving in a supervisory position to fill a temporary absence where the provisions of Clause 17 'Relieving Other Positions' of this Award apply.

An employee at this level is required to possess and maintain a current first aid certificate recognised under the *Children and Young Persons (Care and Protection) Act 1998* as amended, and administer first aid as required.

- (ix) Assistant Co-ordinator Qualified means a carer who holds a Diploma in Children's Services, or an Associate Diploma in Social Science (Child Studies) from TAFE or equivalent qualifications which are recognised under the *Children and Young Persons (Care and Protection) Act 1998* as amended, appointed by the employer to perform administrative and management functions which assist in the co-ordination administration and management of a service, under direction from and responsible to a supervisor who is regularly present at the service. In addition to those of an Advanced Child Care Worker Qualified, an employee at this level may be required by the employer to perform some or all of the following duties:

Supervise, direct and co-ordinate the activities of groups of children across the service.

Co-ordinate and manage day-to-day staffing matters across the service.

Perform administrative duties which assist in the effective management of the service.

Ensure that groups within the service meet programming, planning administrative and regulatory requirements.

other duties as required by the employer which are within the knowledge, skills and capabilities of the carer, including duties at a lower classification; provided that this does not promote de skilling.

An employee will not be regarded as working at this level for undertaking responsibilities such as evaluating and improving the activities of a service.

An employee at this level is required to possess and maintain a current first aid certificate recognised under the *Children and Young Persons (Care and Protection) Act 1998* as amended, and administer first aid as required.

- (x) Co-ordinator - means a carer appointed by the employer to co-ordinate, administer and manage a service. An employee at this level is required to perform all of the following duties:

be accountable to the employer for the administration of the service;

co-ordinate and manage the day-to-day operations of the service;

manage staff through liaison and consultation with the employer;

oversee and ensure the implementation and maintenance of a healthy, safe and clean environment for staff and children;

ensure day-to-day administrative tasks are completed appropriately, including requirements for funding and licensing;

ensure the Service adheres to all relevant regulations and licensing guidelines;

ensure all appropriate records are maintained;

liaise with and consult with parents regarding the needs of the children and the community;

liaise with management to ensure that all matters and procedures relating to government funding are complied with in accordance with appropriate guidelines and, where applicable, submissions for funding to relevant authorities are made and funds applied in accordance with the relevant guidelines and approvals;

assist with the preparation of budgets in consultation with the employer, making appropriate recommendations and manage service financial responsibilities within approved levels;

attend meetings as required by the employer consistent with position responsibilities.

In addition an employee may be required to perform some or all of the following duties:

develop, implement and evaluate service policies and procedures and ensure these and licensing conditions are met in consultation with the employer;

prepare and present reports regarding Service issues;

develop goals and directions for the service in consultation with staff and management in line with early childhood policy and practice;

ensure that Government guidelines on priority access to services are adhered to;

other duties as required by the employer which are within the knowledge, skills and capabilities of the carer, including duties at a lower classification; provided that this does not promote de skilling.

An employee at this level is required to possess and maintain a current first aid certificate recognised under the *Children and Young Persons (Care and Protection) Act 1998* as amended, and administer first aid as required.

- (xi) Co-ordinator: Qualified means a qualified carer who holds the Diploma in Children's Services, an Associate Diploma in Social Science (Child Studies) from TAFE or equivalent qualifications which are recognised under the *Children and Young Persons (Care and Protection) Act 1998* as amended, and who is appointed by the employer to co-ordinate, administer and manage a service. An employee at this level is required to perform the following duties:

be accountable to the employer for the administration of the Service;

co-ordinate and manage the day-to-day operations of the service;

manage staff through liaison and consultation with the employer;

oversee and ensure the maintenance and implementation of a healthy, safe and clean environment for staff and children;

ensure day-to-day administrative tasks are completed appropriately, including requirements for funding and licensing;

ensure the Service adheres to all relevant regulations and licensing guidelines;

ensure all appropriate records are maintained;

liaise with and consult with parents regarding the needs of the children and the community;

liaise with management to ensure that all matters and procedures relating to government funding are complied with in accordance with appropriate guidelines and, where applicable, submissions for funding to relevant authorities are made and funds applied in accordance with the relevant guidelines and approvals;

assist with the preparation of budgets in consultation with the employer, making appropriate recommendations and manage service financial responsibilities within approved levels;

attend meetings as required by the employer consistent with position responsibilities.

In addition an employee may be required to perform some or all of the following duties:

acts as Authorised Supervisor in accordance with the *Children and Young Persons (Care and Protection) Act 1998* as amended, where required by the employer;

develop, implement and evaluate Service policies and procedures and ensure these and licensing conditions are met in consultation with the employer;

prepare and present reports regarding service issues;

develop goals and directions for the service in consultation with staff and management in line with early childhood policy and practice;

ensure that government guidelines on priority access to services are adhered to;

other duties as required by the employer which are within the knowledge, skills and capabilities of the carer, including duties at a lower classification; provided that this does not promote de skilling.

An employee at this level is required to possess and maintain a current first aid certificate recognised under the *Children and Young Persons (Care and Protection) Act 1998* as amended, and administer first aid as required.

- (xii) Co-ordinator Level 1 (Out Of Schools Hours) - means a Co-ordinator (as defined) appointed to an OOSH service who does not hold a Diploma Children's Services, an Associate Diploma in Social Science (Child Studies), or equivalent qualifications which are recognised under the *Children and Young Persons (Care and Protection) Act 1998* as amended.
- (xiii) Co-ordinator Level 2 - LDC / Pre School means a Co-ordinator (as defined) appointed to a Long Day Care or Pre School service of up to 29 licensed places.
- (xiv) Co-ordinator Level 3 - LDC / Pre School means a Co-ordinator (as defined) appointed to a Long Day Care or Pre School service of between 30 and 69 licensed places.
- (xv) Co-ordinator Level 4 - LDC / Pre School means a Co-ordinator (as defined) appointed to a Long Day Care or Pre School service of 70 licensed places or more.

- (xvi) Co-ordinator Qualified Level 1 (Out Of School Hours) means a Co-ordinator Qualified (as defined) appointed to an OOSH service.
- (xvii) Co-ordinator Qualified Level 2 - LDC / Pre School means a Co-ordinator Qualified (as defined) appointed to a Long Day Care or Pre School service of up to 29 licensed places.
- (xviii) Co-ordinator Qualified Level 3 - LDC / Pre School means a Co-ordinator Qualified (as defined) appointed to a Long Day Care or Pre School service of between 30 and 69 licensed places.
- (xix) Co-ordinator Qualified Level 4 - LDC / Pre School means a Co-ordinator Qualified (as defined) appointed to a Long Day Care or Pre School service of 70 licensed places or more.

9. Wages

- (i) Full-Time Employees
 - (a) Rates:- The minimum rate of pay for the classifications as set out in clause 8, Classification Structure, of employees engaged in Long day Care Centres or services operating more than 41 weeks per year shall be the rates as set out, in Table 1B and 1C - Wages, of Part B, Monetary Rates.
 - (b) Rates:- The minimum rate of pay for the classifications as set out in clause 8, Classification Structure, of employees engaged in Pre-Schools or services operating 41 weeks per year shall be the rates as set out, in Table 1B and 1D - Wages, of Part B, Monetary Rates.
 - (c) The adjustments to rates of pay in this award may be offset against:
 - (1) any equivalent overaward payments, and/or
 - (2) award wage increases since 29 May 1991 other than safety net, State Wage Case and minimum rates adjustments.
- (ii) Savings Clause - Leading Hand and First Aid Allowance: With the exception of employees classified as Co-ordinators under the new structure, an employee who is employed as at July 8, 1997 and who is currently appointed as a leading hand and/or appointed first aid attendant and is in receipt of an allowance for such appointment(s) shall continue to receive the amount of such allowance(s), as an over award payment, whilst they continue in employment in that position with that employer.
- (iii) Part time Employees:
 - (a) Rates - For each hour worked during ordinary time, part-time employees shall be paid the hourly equivalent of the minimum weekly wage prescribed by this award for the class of work performed by them.
 - (b) Minimum Starts
 - 1. Child Care Support Worker. A part-time employee engaged as a Child Care Support Worker or Child Care Support Worker (Qualified Cook) working a single shift on any day shall be paid a minimum of two hours for each start.
 - 2. Out of School Hours Care. A part-time employee working a single shift shall be paid a minimum of two hours for each start.
 - 3. Broken Shift Workers. A part-time employee working a broken shift pursuant to paragraph (a) Day Workers of subclause (i) of Clause 5, Hours, of this award, shall be paid a minimum of two hours for each of the two shifts so worked.
 - 4. All other part-time employees shall be paid a minimum of three hours for each start.

(iv) Casual Employees

(a) Rates. Casual employees, for each hour worked during ordinary time shall be paid the hourly equivalent of the minimum weekly wage prescribed by this award for the class of work performed by them, plus an additional amount of 15 per centum of the appropriate weekly rate. Casuals are entitled to annual leave payments under the *Annual Holidays Act, 1944*. The employer must make the payment by adding an additional one twelfth of the ordinary time casual hourly rate to the aggregate ordinary pay after each engagement.

(b) Minimum Starts

1. Child Care Support Worker A casual employee engaged as a Child Care Support Worker or Child Care Support Worker (Qualified Cook) working a single shift on any day shall be paid a minimum of two hours for each start.
2. Out of School Hours Care A casual employee working a single shift shall be paid a minimum of two hours for each start.
3. Broken Shift Workers A casual employee working a broken shift pursuant to paragraph (a) Day Workers of subclause (i) of Clause 5, Hours, of this award, shall be paid a minimum of two hours for each of the two shifts so worked.
4. All other casual employees shall be paid a minimum of three hours for each start.

(v) The hourly rates for part-time and casual employees shall be calculated to the nearest whole cent, any amount less than half a cent in the result to be disregarded.

(vi) Juniors: Junior Child Care Workers employed shall be paid the following percentages of the appropriate adult rate of pay specified for the classification under which the junior is engaged:

Age	Percentage (per week)
Under 17 years of age	70
At 17 years of age	80
At 18 years of age	90
At 19 years of age	100

The above mentioned percentages shall be calculated to the nearest ten cents, provided however that any broken part of ten cents in the result less than five cents shall be disregarded.

(vii) Junior Employees (Special Conditions): Junior employees employed otherwise than in accordance with subclause (vii), of this clause, shall be paid the appropriate adult rate of pay. The employment of junior employees is further subject to the following conditions:-

(a) The ratio of juniors to adults employed in any capacity in any establishment shall not exceed the following ratios -

Where up to 20 children are catered for - one junior to one adult.

Where over 20 children are catered for - one junior to two adults.

(b) Junior employees engaged as trainee Advanced Child Care Worker shall be required, as a condition of employment, to train as such. employees shall attend the Associate Diploma of Social Science (Child Studies) Course or such other technical college course as is necessary.

(c) The employer shall, in respect of each trainee Advanced Child Care Worker, pay all fees and charges necessary to attend and complete the said course and shall, if necessary, allow the employee time off duty without deduction of pay to attend the said course.

(viii) Phasing in and Savings provision

(a) Savings

No employee shall suffer a reduction in wages and/or allowances as a result of the insertion of the new classification structure into this award on 7 March 2006.

(b) Commencement

The rates of pay set out in this award will apply on and from the first pay period after 7 March 2006.

(c) Phasing in of Increases. Where the employee's current rate of pay is below the total new end rate of pay specified in this Award for the classification appropriate to the employee, the difference will be phased in according to the following provisions:

Date	Increase	
7 March 2006	4%	
1 September 2006	4%	Or, the balance of the remaining increase, if less than 4 per cent
1 March 2007	4%	Or, the balance of the remaining increase, if less than 4 per cent
1 September 2007	4%	Or, the balance of the remaining increase, if less than 4 per cent
1 March 2008		The balance of the remaining increase.

(d) The employer and employee may agree to earlier implementation dates for wage increases than those set out in subclause (c) above.

(e) In the event that the employer and the employee cannot reach agreement as envisaged by clause 8(i)(h)(1), or in the event that a dispute arises as the transitional arrangements referred to in clause 8, the procedures specified in clause 35 - Dispute Settling Procedure must be followed.

10. Additional Rates and Allowances

(i) Straight Shifts: The following additional allowances for shift work shall be paid to employees in respect of work performed during ordinary hours for shifts as defined in subclauses (vii), (viii), (ix) and (x) of Clause 3, Definitions, of this award:

	Percentage
Early morning shift	10%
Afternoon shift	15%
Night shift, rotating with day or afternoon shift	17.5%
Night shift, non-rotating	30%

(ii) Broken Shifts - Employees working broken shifts as provided in paragraph (a) of subclause (i), of clause 5, Hours, shall be paid the following additional allowances:

(a) For each broken shift so worked - a shift allowance in accordance with Item 1 of Table 2 Additional Rates and Allowances, of Part B, Monetary Rates.

(b) Excess fares allowance - at the rate in accordance with Item 2 of the said 2.

(iii) Uniform Laundry Allowance - In the event of an employee being required to wear a uniform such uniform shall be provided by and laundered at the employer's expense, or, by mutual agreement, such employees shall be paid a uniform laundry allowance, in accordance with Item 3 of the said Table 2.

(iv) Cooks Uniform Laundry Allowance - Where an employer requires a cook to wear an ordinary white overall or wrap, coat, cap, apron and trousers, usually worn by cooks, such garments shall be laundered either at the employer's expense or at the option of the employer, the employee shall be paid a cooks uniform laundry allowance, in accordance with Item 4 of the said Table 2.

- (v) First Aid Certificate:
- (a) If an employer requires an employee who is not required to have a first aid certificate under the award definition of the classification, to obtain and/or maintain such a qualification, the employee shall be allowed time off without loss of pay for the purpose of completing the course required. The cost of the course shall be met by the employer.
 - (b) Employers who require employees to attend to medical procedures such as administering epi pens, suppositories and drip feeding shall ensure staff are adequately trained in such procedures, before being required to undertake them. The cost of any such training will be met by the employer.
- (vi) Qualification Allowances
- (a) An employee who has completed successfully the Commercial Cookery Basic Training Course at TAFE or a course deemed by the employer to be an equivalent qualification, shall be paid an additional allowance in accordance with Item 5 of the said Table 2, such amount shall be part of the ordinary rate of pay for all award purposes.
 - (b) An employee who has completed successfully the Hotel and Restaurant Cookery Course at the Sydney Technical college or a course deemed by the employer to be an equivalent qualification, shall be paid an allowance in accordance with Item 6 of the said Table 2, such amount shall be part of the ordinary rate of pay for all award purposes.
 - (c) An employee shall advise the employer of the date of completion of such course as specified in paragraph (a) and/or (b) of this subclause.
- (vii) The rate of pay for a Support Worker (Qualified Cook) provided for in subclause (i) of clause 9, Wages of this award shall include any allowance for the responsibility of directing or supervising the duties of an assistant cook when such is employed.
- (viii) Board and Lodging : An employer shall not be compelled to board and/or lodge any worker but where board and/or lodging are provided the employer shall be entitled to deduct in respect of all workers the following amounts:-
- (a) For full board of twenty-one (21) meals per week, an amount equal to 18.5 per cent of the adult basic wage.
 - (b) For full lodging for seven (7) days per week, an amount equal to 7 per cent of the adult basic wage.
 - (c) Where by mutual consent, part board and/or part lodgings are provided the deductions referred to in subclauses (a) and (b), of this clause, may be made on a pro-rata basis. Non-residential employees shall not suffer any deductions for meals provided unless by mutual consent.
- (ix) Authorised Supervisor Allowance: An employee (other than a Co-ordinator: Qualified or a Co-ordinator) who is required by the employer to act as an Authorised Supervisor in accordance with the *Children and Young Persons (Care and Protection) Act 1998*, as amended, shall be paid an amount as set out in Item 8, of the said Table 2. The daily rate for such allowance shall be calculated by dividing the weekly allowance by 5.

11. Saturday and Sunday Work

- (i) Ordinary Hours - Shift Workers - Shift workers required to work their ordinary hours on a Saturday and/or Sunday shall as prescribed by subclause (i)(b) of clause 5, Hours of this award, be paid for all time so worked at the following rates:

Saturday Work	Time and one-half
Sunday Work	Double time

- (ii) The rates prescribed in this clause shall be in substitution for and not cumulative upon the shift work allowances prescribed in subclause (i) of clause 10, Additional Rates and Allowances, of this award.

- (iii) Overtime - Day Workers
 - (a) Overtime performed on Saturday shall be paid for at the rate of time and one half for the first three hours and double time thereafter with a minimum payment of not less than four hours at such rate.
 - (b) Overtime performed on Sundays shall be paid for at the rate of double time.

- (iv) Overtime - Shift Workers
 - (a) Overtime performed on Saturday shall be paid for at the rate of time and one half for the first two hours and double time thereafter.
 - (b) Overtime performed on Sundays shall be paid for at the rate of double time.

12. Overtime

- (i) Subject to subclause (iii) of this clause and subclauses (iii) and (iv) of clause 11, Saturday and Sunday Work of this award, for all work done outside ordinary hours the rates of pay shall be time and one half for the first two hours and double time thereafter. In computing overtime each day's work shall stand alone.
- (ii) Where overtime or extra shifts are required to be worked, the employer shall give preference for such work to employees as classified and covered by the terms of this award where it is reasonably practicable to do so.
- (iii) Part-time employees -

If a part-time employee agrees to work additional hours, the additional hours must be paid at the same rate as full time employees are paid under the award. The work must be paid for at the ordinary hourly rate for all hours unless they fall outside the ordinary hours fixed by this Award for full-time employees. Any hours worked in addition to ordinary full-time hours must be paid at the overtime rate applicable to full-time employees under this Award.
- (iv) Meal Money: An employee required to work overtime in excess of one and one half hours shall either be paid an allowance in accordance with Item 7 of Table 2 of Part B, Monetary Rates or be supplied with a meal of equivalent value.
- (v) Time Off in Lieu of Overtime : Where an employee performs duty on overtime the employee may at the employee's request and with the agreement of the employer subsequently be released from duty in ordinary hours subject to the following conditions:
 - (a) The agreement shall be in writing and be kept with the time and wages records;
 - (b) Where an employee takes subsequent time off the relevant and equivalent period of overtime shall be paid for at ordinary rates of pay; all other overtime worked and in respect of which time off is not taken shall be paid for at the appropriate overtime rate otherwise provided in this award;
 - (c) Where an employee elects to take any period/s of time off in ordinary hours in accordance with this clause such time off shall be with pay and shall equate to the relevant period/s of overtime worked;

- (d) Time off may be taken only in respect of overtime worked between Monday to Friday inclusive;
 - (e) Payment for any period/s of overtime worked and in relation to which the employee elects to take time off may be paid by the employer to the employee in the pay period in which the time off is taken;
 - (f) An employee may not accumulate more than 20 hours of equivalent time off which shall be taken within four weeks of its accrual. Where such time off is not taken the period/s of overtime referable thereto shall be paid for in the next relevant pay period at the appropriate overtime rate otherwise applicable.
- (vi) Reasonable Overtime: Subject to clause (vii) an employer may require an employee to work reasonable overtime at overtime rates.
- (vii) 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.
- (viii) For the purposes of clause (vii) what is unreasonable or otherwise will be determined having regard to:
- (1) any risk to employee's health and safety;
 - (2) the employee's personal circumstances including any family responsibilities;
 - (3) the needs of the workplace or enterprise;
 - (4) the notice (if any) given by the employer of the overtime and by the employee of his or her intention to refuse it; and
 - (5) any other relevant matter.

13. 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.

14. Payment of Wages

- (i) Wages shall be paid weekly or fortnightly in ordinary working time. An employee kept waiting after the normal ceasing time for the payment of wages shall be paid at overtime rates from the normal ceasing time until payment is made. Casual employees shall be paid within one hour of the termination of the employment or on the normal pay day for the establishment.
- (ii) Where an employer and employee agree, the employee may be paid the employee's wages by cheque or direct transfer into the employee's bank (or other recognised financial institution) account. Notwithstanding this provision, if the employer and the majority of employees agree, all employees may be paid their wages by cheque or direct transfer into an employee's bank (or other recognised financial institution) account.
- (iii) Where payment is made by cheque the employer shall ensure that clearance of such cheque is made available by the appropriate bank or, alternatively, an employer may make a direct deposit by cheque to the appropriate bank for transfer to nominated employee accounts to ensure access by the employee to wages on the nominated pay day.

15. Miscellaneous Conditions

- (i) Boiling Water: Hot water shall be provided by the employer where practicable.

- (ii) Accommodation for Meals: Employers shall allow employees to partake of their meals, crib breaks or tea breaks in a suitable place protected from the weather and every such employee shall leave such place in a thoroughly clean condition.
- (iii) Rubber Boots: Where employees are required to work outside or in toilets in wet conditions they shall be supplied with rubber boots, which should remain the property of the employer.
- (iv) Rubber Gloves: Where employees are required to clean toilets or to use acids or other injurious substances or detergents they shall be supplied with rubber gloves, which shall remain the property of the employer and shall be replaced by the employer when unserviceable.
- (v) Dressing Accommodation: Where it is necessary or customary for employees to change their dress or uniform suitable dressing rooms or dressing accommodation and individual lockable lockers shall be provided.
- (vi) Clean overalls shall be supplied by the employer for all outdoor staff where such employee requires same.
- (vii) A first aid kit shall be supplied and be readily available to all employees.
- (viii) All materials, equipment, etc. required for the work and for cleaning purposes shall be supplied by the employer.
- (ix) Protective clothing, overalls or uniforms supplied pursuant to this award shall remain the property of the employer and shall be returned upon termination of employment.

16. Job Sharing

- (i) Definitions 'Job Sharing' may be defined as the occupation of a full-time or part-time position by two employees (job sharers) sharing all of the duties and responsibilities of the position.
- (ii) General Employment Conditions
 - (a) A job share position shall only be created by mutual agreement between the employer and the employee occupying the position to be job shared.
 - (b) Subject to the provisions of subclause (iii) of this clause relating to overtime, job sharers will be employed on pro-rata hours, wages and conditions for the relevant classification or grade of the position filled.
 - (c) Before any job sharing arrangements are approved, the employer shall provide each prospective job sharer with a copy of this clause and obtain her or his acceptance of the job share position to be worked.
 - (d) Job sharers will discuss with the employer arrangements to determine how the job is to be split and agree the hours to be worked by each job sharer including the arrangements to be adopted when one job sharer is absent.
 - (e) Where a job share position is of a specific duration and instead of being filled by two existing employees an additional employee must be engaged to share the position, such additional employee shall be advised that the position is only available for the duration sought and approved.
- (iii) Hours of Duty
 - (a) The hours of work of job sharers shall be worked in accordance with clause 5, Hours of this award.

- (b) The hours of job sharers once established will not be changed except by mutual consent of both the job sharers and the employer or subject to the operational requirement of the centre. Where an employer is required to change a job sharers hours because of the operational requirement of the centre, the employer shall give the job share employees notice in accordance with subclause (ii) of Clause 5, Hours of this award.
 - (c) The total weekly hours of job sharers of a full-time position shall not exceed an average of 38 hours per week to be worked in accordance with Clause 6, Implementation of the 38 Hour Week. Hours worked in excess of the arrangements set out in the said Clause 6 by a job sharer shall be paid in accordance with Clause 12, Overtime of this award.
 - (d) Job Sharers shall not be entitled to accrue credits towards rostered days off provided for under clause 6, Implementation of 38 Hour Week and clause 7, Rostered Days Off Duty of this award.
- (iv) Leave
- (a) Job sharers shall be entitled to all leave provisions available under this award on a pro rata basis.
 - (b) Job sharers may take annual leave or other leave at the same time or separately.
 - (c) Job sharers may be asked and may agree to cover for the absences of the other job share employees. Such coverage may be either for part of the absence or for the full period.
 - (d) All leave arrangements wherever possible will be made by mutual agreement between both job sharers and the employer.
 - (e) Where a job share employee agrees to cover for the other job share employee whilst he or she is on leave, they shall be paid at ordinary rates for the extra days or extra hours worked subject to the provisions of paragraph (f) of this subclause.
 - (f) Where the absence of one job sharer on leave is covered by the other job sharer the aggregate number of hours worked shall not exceed those of a full-time employee without the payment of overtime.
- (v) Redundancy Subject to the provisions of clause 27, Redundancy of this award where a job share position is made redundant then the job sharers shall be entitled to the provisions of the said clause 27.
- (vi) Termination of Employment
- (a) The position of a job sharer may be terminated in accordance with the relevant provisions of clause 4, Contract of Employment of this award.
 - (b) Where one job sharer has terminated the position of the remaining job sharer shall not be prejudiced.
 - (c) Where one job-sharer has terminated, the position may be filled internally or externally provided that any replacement employee is advised of the job share nature of the position and particularly when the position is of a specific duration, or the remaining job-sharer may be offered the option of occupying the full position on a permanent basis.
 - (d) Any replacement employee shall also be advised of the provisions of this clause applying to the job share position.

17. Relieving in Other Positions

- (i) Employees employed at work for which a higher rate is fixed shall be paid such higher rate whilst so employed. If employed for four hours or more on the higher class of work employees shall be paid the higher rate for the whole of that day.

- (ii) Where an employee is called upon to perform duties for which a lower rate is fixed the employee shall suffer no reduction in pay.

18. Sick Leave

For exemptions to certain provisions of this clause for certain categories of employees, see clause 36, Exemptions of this award.

- (i) A full time employee is entitled to 15 days sick leave in the first year of employment, and 12 days in each subsequent year. Any leave accrued and not utilised accumulates to a maximum of 120 days.
- (ii) A part time employee is entitled to pro rata sick leave commensurate with the proportion which their ordinary hours bears to 38 hours per week.
- (iii) The employee shall provide to the employer a doctors certificate in respect of absences of two days or more or where the sick leave occurs before or after a public holiday, rostered day off or weekend.
- (iv) A Statutory Declaration shall be accepted in respect of any single day absences.
- (v) The employee shall, as soon as reasonably practicable and in any case within 24 hours of the commencement of such absence, inform the employer of an inability to attend for duty and, and as far as practicable, the estimated duration of the absence.

Payment During the Initial Three Months of Service

- (vi) Paid sick leave which may be granted to a staff member in the first three months of service shall be limited to five days' paid sick leave unless the centre approves otherwise. Paid sick leave in excess of five days granted in the first three months of service shall be supported by a satisfactory medical certificate.
- (vii) Following the completion of three months of service with an employer the employee shall be entitled to the balance of leave not taken up to a maximum of 15 days in the first year of service.

Infectious Diseases at the Centre or Service

- (viii) Consideration shall be given to extending the sick leave amount in the circumstances where an infectious disease or illness has been identified at the centre, and an employee is subsequently infected.

Workers Compensation

- (ix) An employee shall not be entitled to sick leave for any period in respect of which the employee is entitled to workers compensation.
- (x) Notwithstanding anything contained in subclause (i), of this clause, a weekly employee suffering injury through an accident arising out of and in the course of employment (not being an injury in respect of which there is an entitlement to workers' compensation) necessitating his or her attendance during working hours on a doctor, chemist or trained nurse, or at a hospital, shall not suffer any deduction from his or her pay for the time (not exceeding four hours) so occupied on the day of the accident and shall be reimbursed by the employer for all expenses reasonably incurred in connection with such attendance and expenses shall include fares.

Definition of Week

- (xi) For the purpose of this clause "week" means:-
 - (a) In the case of part-time employees - the number of ordinary weekly hours regularly worked by such employees;
 - (b) in the case of all other weekly employees - thirty eight hours.

Savings for sick leave accruals

- (xii) Employees engaged at 7 March 2006 who have accrued in excess of 120 days of sick leave under previous accruals will not have their entitlement reduced as a consequence of this award. Such accruals in excess of 120 days will, as of 7 March 2006 be capped at that higher level, and that level will form the maximum accrual for the employee whilst employed by the same employer.
- (xiii) Current employees will receive the sick leave allowances in sub clause (i) of this clause on their next anniversary with their current employer.

19. Public Holidays

- (i) The days on which the following holidays are observed shall be holidays, namely, New Year's Day, Australia Day, Good Friday, Easter Saturday, Easter Monday, Anzac Day, Queen's Birthday, Eight Hour Day, Christmas Day and Boxing Day and any day which may hereafter be proclaimed as a public holiday throughout the State of New South Wales, and the first Monday in August or such other day as is mutually agreed between the employer and an employee or the employer and the majority of employees. Provided that for pre-schools operating 41 weeks per year only, the first Monday in August may be subsumed into a period of paid stand-down provided in clause 4(ii) of this award.
- (ii) The above holidays falling on an ordinary working day shall be paid for if not worked, irrespective of such holidays falling in a vacation period.
- (iii) Employees required to work on any of the above holidays shall be paid at the rate of double time and one-half with a minimum payment of four hours at such rate.
- (iv)
 - (a) Where a holiday occurs on the rostered day off of a seven day shift worker as provided for in subclause (i)(b) of clause 5, Hours and:
 - (1) the employee is not required to work on that day, the employer shall pay such employee eight hours' ordinary pay in respect of such day;
 - (2) the employee is required to work on that day, the employer shall pay such employee eight hours' ordinary pay in respect of such time and in addition at the rate of time and one-half for the first eight hours (with a minimum payment of four hours) and double time and one-half thereafter.
 - (b) The employer may, in lieu of the payment of eight hours' ordinary pay prescribed in paragraph (a) of this subclause, add a day to the annual leave period.
 - (c) Any day or days added in accordance with this subclause shall be the working day or working days immediately following the annual leave period to which the employee is entitled to under clause 20, Annual Leave, of this award.
 - (d) Where the employment of an employee has been terminated and the employee thereby becomes entitled under section 4 of the *Annual Holidays Act 1944*, to payment in lieu of an annual holiday with respect to a period of employment, the employee shall be entitled also to an additional payment for each day accrued to the employee under this clause at the appropriate ordinary rate of pay, if payment has not already been made in accordance with paragraph (a) of this subclause.
- (v) For the purpose of this clause any employee whose ordinary hours of work commence before and continue past midnight shall be regarded as working on a holiday only if the greater number of the employee's working hours fall on the holiday, in which case all time worked shall be regarded as holiday work; provided that if the number of ordinary hours worked before and past midnight is equal, all ordinary time worked shall be regarded as time worked on the day on which the shift commenced.

20. Annual Leave

- (i) All employees except seven day shift workers - see *Annual Holidays Act 1944*.
- (ii) Seven Day Shift Workers - in addition to the leave provided by section 3 of the *Annual Holidays Act 1944*, a seven day shift worker at the end of each year of employment shall be entitled to the additional leave as prescribed below:-
 - (a) If during the year of employment the employee has served continuously as a seven day shift worker, the additional leave with respect to that year shall be one week.
 - (b) If during the year of employment the employee has served only a portion of it as a shift worker, the additional leave shall be 3.5 hours for each completed month of employment as a shift worker, or provided that where the additional leave is or comprises a fraction of a day, such fraction shall not form part of the leave period and any such fraction shall be discharged by payment only.

Where the employment of a seven day shift worker is terminated and the shift worker thereby becomes entitled under section 4 of the *Annual Holidays Act 1944*, to payment in lieu of an annual holiday with respect to a period of employment, he or the shift worker shall be entitled to an additional payment of 3.5 hours at such ordinary rate of pay for each completed month of service as a seven day shift worker.

- (iii) For the purposes of this clause, a seven day shift worker means an employee whose ordinary working hours includes Sundays and/or holidays on which the shift worker may be regularly rostered for work.

21. Annual Leave Loading

- (i) In this clause the *Annual Holidays Act 1944*, is referred to as "the Act".
- (ii) Before an employee is given and takes his or her annual holiday, or where, by agreement between the employer and the employee the annual holiday is given and taken in more than one separate period, then before each of such separate periods, the employer shall pay the employee a loading determined in accordance with this clause (Note: The obligation to pay in advance does not apply where an employee takes an annual holiday wholly or partly in advance - see subclause (vi)).
- (iii) The loading is payable in addition to the pay for the period of holidays given and taken and due to the employee under the Act and this award.
- (iv) The loading is to be calculated in relation to any period of annual holiday to which the employee becomes or has become entitled under the Act and this award (but excluding days added to compensate for public or special holidays worked or public or special holidays falling on an employee's rostered day off not worked), or where such a holiday is given and taken in separate periods, then in relation to each such separate period. (Note: See subclause (vi) as to holidays taken wholly or partly in advance).
- (v) The loading is the amount payable for the period or the separate period, as the case may be, stated in subclause (iv) of this clause at the rate per week of 17.5 per cent of the appropriate ordinary weekly time rate of pay prescribed by this award for the classification in which the employee was employed immediately before commencing his or her annual holiday together with, where applicable, the following allowances prescribed by clause 10, Additional Rates and Allowances, in subclause (vii) Leading Hands and subclause (vi) Qualification Allowances of this award, but shall not include any other allowances, penalty rates, shift allowances, overtime rates or any other payment prescribed by this award.
- (vi) No loading is payable to an employee who takes an annual holiday wholly or partly in advance; Provided that, if the employment of such an employee continues until the day when he or she would have become entitled under the Act to an annual holiday, the loading then becomes payable in respect of the period of such holiday, and is to be calculated in accordance with subclause (v), of this clause,

applying the award rates of wages payable on that day. This subclause applies where an annual holiday has been taken wholly or partly in advance and the entitlement to the holiday arises after that date.

- (vii) 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 employee 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 (v), 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 or her under the Act such proportion of the loading that would have been payable to him or her under this clause if he or she had become entitled to an annual holiday prior to the close down as his or her qualifying period of employment in completed weeks bears to 52.
- (viii)
- (a) When the employment of an employee terminates for a cause other than misconduct and at the time of the termination the employee has not been given and has not taken the whole of an annual holiday to which he or she became entitled he or she shall be paid a loading calculated in accordance with subclause (v), of this clause, for the period not taken.
 - (b) Except as provided in paragraph (a), of this subclause, no loading is payable on the termination of an employee's employment.
- (ix) This clause extends to an employee who is given and takes an annual holiday and who would have worked as a shift worker if he or she had not been on holiday; Provided that, if the amount to which the employee would have been entitled by way of shift work allowances and weekend penalty rates for the ordinary time (not including time on a public or special holiday) which the employee would have worked during the period of the holiday exceeds the loading calculated in accordance with this clause, then that amount shall be paid to the employee in lieu of the loading.
- (x) By agreement between the employer and employee, the loading may be calculated in relation to such period of an employee's annual holiday as is equal to the period of annual holiday to which the employee is entitled for the time being under the *Annual Holidays Act 1944* at the end of either each calendar year or at the end of each year of the employee's employment. The employer will identify the payment on the employee's payslip when the payment is made.

Any agreement made pursuant to sub-clause (x) will be recorded in writing in the time and wages record.

22. Long Service Leave

See *Long Service Leave Act 1955*.

23. Parental Leave

- (i) See Appendix B to this award.
- (ii) 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.

(iii) 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 23(iii)(a)(2) and 23(iii)(a)(3) must be recorded in writing.

(d) Request to return to work part-time

Where an employee wishes to make a request under Clause 22(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.

(iv) 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 employer'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 23(iv)(a).

24. Personal/Carers Leave

For exemptions to the provisions of this clause for certain categories of employees see clause 36, Exemptions of this award.

(i) Use of sick leave

(a) An employee with responsibilities in relation to a class of person set out in 24(i)(c)(2) who needs their care and support shall be entitled to use, in accordance with this subclause, any sick leave

entitlement which accrues after September 12th, 1996 for absences to provide care and support for such persons when they are ill or who require care due to an unexpected emergency.

- (b) The employee shall, if required,
- (1) 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
 - (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.

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

- (c) The entitlement to use sick leave in accordance with this subclause is subject to:
- (1) the employee being responsible for the care and support 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:
 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 the estimated length of absence. If it is not practicable for the employee to give prior notice of absence, the employee shall notify the employer by telephone of such absence at the first opportunity on the day of absence.

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 settling procedure at Clause 35 should be followed.

(ii) Unpaid leave for family purpose

An employee may elect, with the consent of the employer, to take unpaid leave for the purpose of providing care and support to a class of person set out in 24(i)(c)(2) above, who is ill or who require care due to an unexpected emergency. Such leave may be taken for part of a single day.

(iii) 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 any calendar year at a time or times agreed by the parties.

(b) Access to annual leave, as prescribed in paragraph 24(iii)(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 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) An employee may elect, with the consent of their employer, to take time off in lieu of payment of overtime at a time or times agreed with the employer.

(b) Arrangements for taking overtime as time off shall be governed by Clause 12 - Overtime of the Award.

(v) Make-up time

An employee may elect, with the consent of their employer, to work "make-up time" in accordance with Clause 13 - Make Up Time of the Award.

(vi) Grievance process

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

(vii) Personal Carers Entitlement for casual employees

(a) Subject to the evidentiary and notice requirements in Clause 24(i)(b) and 24(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 24(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.

25. Bereavement Leave

- (i) An employee other than a casual employee shall be entitled to up to two days bereavement leave without deduction of pay, up to and including the day of the funeral, on each occasion of the death of a person prescribed in (iii) below. Provided that where the death of a relative as defined occurs outside Australia and a memorial service is held, one day's leave without loss of any ordinary pay shall be allowed.
- (ii) 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.
- (iii) Bereavement leave shall be available to the employee in respect to the death of a person prescribed by (i)(c)(2) of Clause 24 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.
- (iv) 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.
- (v) Bereavement leave may be taken in conjunction with other leave available under subclauses (i), (ii), (iii) (iv) and (v) of Clause 24 Personal/Carers Leave of this Award. In determining such a request the employer will give consideration to the circumstances of the employee and the reasonable operational requirements of the business.
- (vi) Bereavement entitlements for casual employees
 - (a) Subject to the evidentiary and notice requirements in Clause 25(ii) 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 24(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.

26. Jury Service

- (i) An employee shall be allowed leave of absence during any period when required to attend for jury service.
- (ii) During such leave of absence, an employee shall be paid the difference between the jury service fees received and the employee's normal rate of pay as if working.
- (iii) An employee shall be required to produce to the employer proof of jury service fees received and proof of requirement to attend and attendance on jury service and shall give the employer notice of such requirement as soon as practicable after receiving notification to attend for jury service.

27. Redundancy

- (i) Application
 - (a) This clause shall apply in respect of full time and part time employees as set out in clause 9, Wages.
 - (b) In respect to employers who employ more than 15 employees immediately prior to the termination of employment of employees, in the terms of subclause (v) 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 the ordinary and customary turnover of labour.

(ii) Introduction Of Change

- (a) Where an employer has made a definite decision to introduce major changes in production, program, organisation, structure or technology that are likely to have significant 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 employers 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 this award makes provision for alteration of any of the matters referred to herein, an alteration shall be deemed not to have significant effect.

(iii) Employers Duty To Discuss Change

- (a) The employer shall discuss with the employees affected and the union to which they belong, inter alia, the introduction of the changes referred to in subclause (ii) of this clause, 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 subclause (ii) of this clause.
- (c) For the purpose of such discussion, the employer shall provide to the employees concerned and the union to which they belong all relevant information about the changes including the nature of the changes proposed, the expected effects of the changes on 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.

(iv) Discussions Before Terminations

- (a) Where an employer has made a definite decision that the employer no longer wishes the job the employee has been doing done by anyone pursuant to paragraph (a) of subclause (ii), of this clause and that decision may lead to the termination of employment, the employer shall hold discussions with the employees directly affected and with the union to which they belong.
- (b) The discussions shall take place as soon as is practicable after the employer has made a definite decision which will invoke the 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 of the employees concerned.
- (c) For the purposes of the discussion the employer 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 any employer shall not be required to disclose confidential information the disclosure of which would adversely affect the employer.

(v) Notice For Changes In Production, Program, Organisation Or Structure

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

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

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

- (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.

(vi) Notice For Technological Change

This subclause sets out the notice provisions to be applied to terminations by the employer for reasons arising from 'technology' in accordance with paragraph (a) of subclause (ii) of this clause:

- (a) In order to terminate the employment of an employee the employer shall give to the employee 3 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 subclause to be given shall be deemed to be service with the employer for the purposes of the Long Service Leave Act 1955, the Annual Holidays Act 1944, or any Act amending or replacing either of these Acts.

(vii) 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.

(viii) 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.

(ix) 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.

(x) 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.

(xi) Centrelink 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.

(xii) Transfer To Lower Paid Duties

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

(xiii) Severance Pay

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

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

Years of 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 old or over, the entitlement shall be in accordance with the following scale:

Years of Service	45 Years of Age & Over Entitlement
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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 all purpose allowances paid in accordance with this award.

(xiv) Incapacity To Pay

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

The Industrial Relations Commission shall have regard to such financial and other resources of the employer concerned as the Industrial Relations Commission thinks relevant, and the probable effect paying the amount of severance pay in subclause (xiii) of this clause will have on the employer.

(xv) Alternative Employment

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

(xvi) Procedures Relating To Grievances

Grievances relating to individual employees will be dealt with in accordance with clause 33, Dispute Settling Procedure of this award.

28. In-Service - Pre-Schools and Out of School Hours Care Centres

- (i) This clause shall apply only to pre-schools operating 41 weeks per year and out of school hours care centres operating 41 weeks per year.
- (ii) Employees may be required to attend in-service courses totalling up to an accrued value time of 38 hours duration in any calendar year. In computing attendance at in-service courses, each year shall stand alone.
- (iii) Attendance at such in-service courses may be during stand-down (non-term) time.
- (iv) An employee attending in-service courses outside his or her ordinary hours of work shall accrue such hours as 'accrued value time' at the rate of one and a half hours accrued for each of the first two hours of such in-service attended and two hours accrued for each additional hour of in-service attendance thereafter. In computing 'accrued value time' each day's in-service shall stand alone.

Such 'accrued value time' shall count towards hours of attendance at in-service courses in accordance with subclause (ii) of this clause.

29. Meetings and Activities

An employee may be required to attend up to a maximum of two hours per month and co-ordinators up to four hours per month where such time involves parental meetings, staff meetings and other duties not including the supervision of children without any payment being due. Part-time employees may be required to attend such meetings outside of ordinary hours on a pro rata basis.

Any hours required to be worked in excess of those specified above will be paid in accordance with Clause 12 Overtime of this award.

30. Professional Development, Training and Planning

- (a) Employees are responsible for ensuring that they are aware of new developments in early childhood education. However, the parties recognise that continuing professional development of employees is a joint responsibility of both the employer and the employee.
- (b) The employer may request an employee to attend any courses in non-term time or after hours relating to professional development, training and planning. The employee cannot unreasonably refuse to attend such courses, provided that a full-time employee who receives no more than four weeks' annual leave in a calendar year shall receive time in lieu for time spent at any courses outlined in this clause.
- (c) Any dispute in relation to attendance shall be dealt with in accordance with clause 35, Dispute Settling Procedure of this award.

31. Examination and Study Leave

An employee who for the purpose of obtaining the Certificate III in Children's Services or the Diploma in Children's Services enrolls at a College of Technical and Further Education shall be granted leave with pay on the day of any examination required in the course. Provided that such leave of absence shall only be approved where a month's prior notice is given to enable alternate staffing arrangements to be effected.

32. Supported Wage

Definition:

- (i) This clause defines the conditions which will apply to employees who because of the effects of a disability are eligible for a supported wage under the terms of this award. In the context of this clause, the following definitions will apply:
 - (a) "Supported wage system" means the Commonwealth Government system to promote employment for people who cannot work at full award wages because of a disability, as documented in "(Supported Wage System: Guidelines and Assessment Process)".
 - (b) "Accredited assessor" means a person accredited by the management unit established by the Commonwealth under the Supported Wage System to perform assessments of an individual's productive capacity within the Supported Wage System.
 - (c) "Disability support pension" means the Commonwealth pension scheme to provide income security for persons with a disability as provided under the Social Security Act 1991, as amended from time to time, or any successor to that scheme.
 - (d) "Assessment instrument" means the form provided for under the Supported Wage System that records the assessment of the productive capacity of the person to be employed under the Supported Wage System.

Eligibility criteria

- (ii) Employees covered by this clause will be those who are unable to perform the range of duties to the competence level required within the class of work for which the employee is engaged under this award, because of the effects of a disability on their productive capacity and who meet the impairment criteria for receipt of Disability Support Pension.

(The clause does not apply to any existing employee who has a claim against the employer which is subject to the provisions of workers' compensation legislation or any provision of this award relating to the rehabilitation of employees who are injured in the course of their current employment).

(The award does not apply to employers in respect of their facility, program, undertaking, service or the like which receives funding under the Disability Services Act 1986 and fulfils the dual role of service provider and sheltered employer to people with disabilities who are in receipt of, or eligible for, a disability support pension, except with respect to an organisation which has received recognition under section 10 or section 12A of the Act, or if a part only has received recognition, that part).

Supported wage rates

- (iii) Employees to whom this clause applies shall be paid the applicable percentage of the rate of pay prescribed by this award for the class of work which the person is performing according to the following schedule:

Assessed Capacity Rate (Subclause (d))	% of Prescribed Award
*10%	10%
20%	20%
30%	30%
40%	40%
50%	50%
60%	60%
70%	70%
80%	80%
90%	90%

Provided that the amount payable shall not be less than \$45.00 per week.

* Where a person's assessed capacity is ten percent, they shall receive a high degree of assistance and support.

Assessment of capacity

- (iv) For the purpose of establishing the percentage of the award rate to be paid to an employee under this award, the productive capacity of the employee will be assessed in accordance with the Supported Wage System and documented in an assessment instrument by either:
- (a) the employer and the union party to the award, in consultation with the employee or, if desired by any of these.
 - (b) the employer and an accredited Assessor from a panel agreed by the parties to the award and the employee.

Lodgement of assessment instrument

- (v)
- (a) All assessment instruments under the condition of this clause, including the appropriate percentage of the award wage to be paid to the employee, shall be lodged by the employer with the Registrar of the Industrial Relations Commission.
 - (b) All assessment instruments shall be agreed and signed by the parties to the assessment, provided that where the union which is party to the award/agreement, is not a party to the assessment, it shall be referred by the Registrar to the union by certified mail and shall take effect unless an objection is notified to the Registrar within ten working days.

Review of assessment

- (vi) The assessment of the applicable percentage should be subject to annual review or earlier on the basis of a reasonable request for such a review. The process of review shall be in accordance with the procedures for assessing capacity under the Supported Wage System.

Other terms and conditions of employment

- (vii) Where an assessment has been made, the applicable percentage shall apply to the wage rate only. Employees covered by the provisions of the clause will be entitled to the same terms and conditions of employment as all other employees covered by this award paid on a pro rata basis.

Workplace adjustment

- (viii) An employer wishing to employ a person under the provisions of this clause shall take reasonable steps to make changes in the workplace to enhance the employee's capacity to do the job. Changes may involve re-design of job duties, working time arrangements and work organisation in consultation with other employees in the area.

Trial Period

- (ix)
- (a) In order for an adequate assessment of the employee's capacity to be made, an employer may employ a person under the provision of this clause for a trial period not exceeding 12 weeks, except that in some cases additional work adjustment time (not exceeding four weeks) may be needed.
- (b) During the trial period the assessment of capacity shall be undertaken and the proposed wage rate for a continuing employment relationship shall be determined.
- (c) The minimum amount payable to the employee during the trial period shall be no less than \$45.00 per week.
- (d) Work trials should include induction or training as appropriate to the job being trialled.
- (e) Where the employer and employee wish to establish a continuing employment relationship following the completion of the trial period, a further contract of employment shall be entered into based on the outcome of assessment under subclause (iv) of this clause.

33. Superannuation

A. Definitions

- (i) "ASSET" means the Australian Superannuation Savings Employment Trust constituted by deed made 14 October 1987.
- (ii) "HESTA" means the Health Employees Superannuation Trust Australia, constituted by deed made 30 July 1987.
- (iii) "Union" means The Australian Liquor, Hospitality and Miscellaneous Workers Union of Australia, New South Wales Branch.
- (iv) "Eligible employee" means:
- (a) a full-time employee engaged under the terms and conditions of this Award.

- (b) a part-time or casual employee engaged under the terms and conditions of the above Award who earns two hundred dollars (\$200.00) or more per calendar month.
- (v) "Ordinary time earnings" means the weekly rate of pay for the employee's classification (including leading hand allowances, broken shift allowance, excess fares allowance, toilet cleaning allowance, qualification allowances and shift work premiums) and any overaward payments for ordinary hours of work.

B. Fund

- (i) For the purposes of this clause, contributions made by employers shall be made as follows:
 - (a) the employer shall offer each employee a choice between H.E.S.T.A. and A.S.S.E.T.
 - (b) the employee shall nominate the fund into which contributions shall be made.
- (ii) Each employer bound by this award shall sign and execute an agreement to become a participating employer to either H.E.S.T.A. or A.S.S.E.T. dependent upon the fund chose by the employee.
- (iii) Each employer bound by this award shall become party to H.E.S.T.A. or A.S.S.E.T. upon the acceptance of the respective Trustee of a Deed of Adoption, duly signed and executed by each employer and the respective Trustee.
- (iv) An employee shall become eligible to join H.E.S.T.A. or A.S.S.E.T. in accordance with the following:
 - (a) in the case of an employee who is employed at 1 July 1988, from the beginning of the first pay period commencing on or after 1 July 1988, and
 - (b) in the case of an employee employed after 1 July 1988, from the beginning of the first pay period commencing on or after the employee's date of engagement.
- (v) An employer shall take all necessary steps to ensure an eligible employee becomes a member of the fund.

C. Contributions

- (i) Each employer shall pay to the respective Trustee in respect of each eligible employee an amount equal to three percentum of employee's ordinary time earnings for all ordinary hours worked from the date the employee becomes eligible in accordance with Clause 3(iv) of this award.
- (ii) A pro-rata deduction shall be made from the weekly contribution payable for any unauthorised absence of at least one day's duration.
- (iii) An employer shall not be required to contribute during any period of unpaid leave - such as unpaid sick leave, maternity leave or the like, or periods of workers compensation beyond the expiry of any entitlement to full pay in accordance with the *Workers Compensation Act, 1987*. Further an employer shall not be required to make additional contributions in respect of annual leave paid out on termination.
- (iv) Contributions shall be made at the end of each calendar month for periods of employment worked during that month.
- (v) Notwithstanding the date upon which an employee signs an Application Form, contributions in accordance with subclause (I) of this clause shall be made from the date when the employee became eligible for membership.

D. Records

The employer shall retain all records relating to the calculation of payments due to the fund/s in respect of each employee and such records shall be retained for a period of six years.

E. Exemptions

Employers of employees who are contributions or eligible to become contributors to the following Superannuation Funds or any scheme/s replacing such Funds shall be exempt from the provisions of this Award:

State Superannuation Fund

State Public Service Superannuation Scheme

Public Authorities Superannuation Scheme

34. 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 and 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 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."

35. Dispute Settling Procedure

The parties agree that, subject to the provisions of the New South Wales *Industrial Relations Act* 1996, all grievances, claims or disputes shall be dealt with in the following manner so as to ensure the orderly settlement of the matters in question.

- (i) Any grievance or dispute which arises shall, where possible, be settled by discussion on the job between the employee(s) and the employee's immediate supervisor.
- (ii) If the matter is not resolved at this level, it will be further discussed between the affected employee(s), the union delegate (if any) or contact and the employer. Both the employer's industrial representative and the employee's union representative may be notified.
- (iii) If no agreement is reached the union representative or contact will discuss the matter with the employer's nominated industrial relations representative.
- (iv) Whilst the foregoing procedure is being followed work shall continue normally. No party shall be prejudiced as to the final settlement by the continuance of work in accordance with this subclause.
- (v) Should the matter still not be resolved it may be referred by the parties to the Industrial Relations Commission of New South Wales for settlement.

36. Exemptions

The provisions of clause 24, Personal/Carers Leave, Clause 25 Bereavement Leave and subclause (iv) of clause 18, Sick Leave shall not apply to employees of the following:

- (a) licensed child care centres, child minding centres, day nurseries and pre-school kindergartens attached to or operated by a non-Government school; or
- (b) licensed child care centres, child minding centres, day nurseries and pre-school kindergartens operated by a Catholic Diocese, a Catholic religious order or a Catholic parish; or
- (c) licensed child care centres, child minding centres, day nurseries and pre-school kindergartens operated by the following organisations:
 - (A) Society of St Vincent de Paul;
 - (B) AMIGOSS Co-operative Limited;
 - (C) Camperdown Child Care Centre Limited;
 - (D) Wunanbiri Pre-School; and
 - (E) St Patrick's SHOOSH Care Association Inc.

Such employees shall continue to be entitled to family leave provisions and additional sick leave in the first year of employment contained in the Miscellaneous Workers Kindergartens and Child Care Centres Family Leave (Catholic Kindergartens, Child Care Centres and Others and Independent Schools) (State) Award published 17 November 1995 (289 IG 519) as varied.

37. Salary Packaging

- (i) 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.
- (ii) Salary packaging shall mean that the 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.
- (iii) The terms and conditions of such a package shall not, when viewed objectively, be less favourable than the entitlements otherwise available under this award and shall be subject to the following provisions:
 - (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 changes to the operation of legislation that are detrimental to, or increase the costs of, salary packaging arrangements;
 - (e) prior to entering into any salary packaging agreements, the employee will be given the opportunity by the employer to seek independent advice in respect of salary package arrangements including advice from the union;
 - (f) in the event that the employer withdraws from a salary packaging agreement, the individual employee's salary will revert to whichever is the higher of:
 - (i) the ordinary time rate of pay that applied to the employee prior to the commencement of the salary packaging agreement; or
 - (ii) the applicable rate specified in Table 1, Rates of Pay of this Award.
 - (g) 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;
 - (h) Superannuation Guarantee Contributions will be calculated with reference to the ordinary time rate of pay the employee would have been entitled to receive but for the salary packaging arrangement;
 - (i) any allowance, penalty rates, overtime, payment for unused leave entitlements shall be calculated by reference to the ordinary time rate of pay which would have applied to the employee but for the salary packaging arrangement
 - (j) 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.

38. Leave Reserved

Leave is reserved to Employers First to apply in relation to unpaid meal break and crib break provisions in the Award.

39. Area, Incidence and Duration

This award rescinds and replaces the Miscellaneous Workers Kindergartens and Child Care Centres &c. (State) Award, published 22 June 2001 (325 I.G. 652), and all variations thereof.

It shall apply to all persons of the classes herein provided for within the jurisdiction of the Kindergartens, &c. (State) Industrial Committee.

This award shall take effect on and from the 7 March 2006 and shall remain in force for a period of three years.

PART B**MONETARY RATES****Table 1A - Former Wages**

Classification	Weekly Rate From First Pay Period On Or After 28th August 2005
Child Care Worker	
Step 1	524.80
Step 2	529.40
Step 3	533.80
Step 4	538.40
Advance Child Care Worker	
Step 1	549.30
Step 2	561.30
Step 3	572.20
Advanced Child Care Worker Qualified	
Step 1	616.50
Step 2	625.60
Step 3	634.80
Co-ordinator - Unqualified Small	
Step 1	568.50
Step 2	582.50
Step 3	593.40
Co-ordinator - Unqualified Large	
Step 1	580.10
Step 2	592.00
Step 3	603.00
Co-ordinator - Qualified Small	
Step 1	643.30
Step 2	652.40
Step 3	661.60
Co-ordinator - Qualified Large	
Step 1	662.40
Step 2	671.50
Step 3	678.70

Table 1B - Wages - Support Worker Classifications

Classification	Weekly Rate payable from first pay period commencing on or after 7 March 2006
Support Worker	529.40
Support Worker (Qualified Cook)	543.00

Table 1C - New Wages - Child Care Classifications In Long Day Care

Current Award Level		Current Rate \$	New Level		Total New End Rate \$	Total Increase \$	Rate at 7/3/2006 \$	Rate at 1/9/2006 \$	Rate at 1/3/2007 \$	Rate at 1/9/2007 \$	Rate at 1/3/2008 \$
CCW	Step 1	524.80	CCW	Step 1	611.28	86.48	545.79	567.62	590.33	611.28	611.28
CCW	2	529.40	CCW	2	616.65	87.25	550.58	572.60	595.50	616.65	616.65
CCW	3	533.80	CCW	3	621.77	87.97	555.15	577.36	600.45	621.77	621.77
CCW	4	538.40	CCW	4	627.12	88.72	559.94	582.33	605.63	627.12	627.12
Certificate III											
CCW	2	529.40	CCW	5	633.47	104.07	550.58	572.60	595.50	619.32	633.47
CCW	3	533.80	CCW	5	633.47	99.67	555.15	577.36	600.45	624.47	633.47
CCW	4	538.40	CCW	5	633.47	95.07	559.94	582.33	605.63	629.85	633.47
ACCW	1	549.30	ACCW	1	639.82	90.52	571.27	594.12	617.89	639.82	639.82
ACCW	2	561.30	ACCW	2	653.90	92.60	583.75	607.10	631.39	653.90	653.90
ACCW	3	572.20	ACCW	3	676.00	103.80	595.09	618.89	643.65	669.39	676.00
Diploma											
ACCWQ	1	616.50	ACCWQ	1	687.94	71.44	641.16	666.81	687.94	687.94	687.94
ACCWQ	2	625.60	ACCWQ	2	762.12	136.52	650.62	676.65	703.71	731.86	762.12
ACCWQ	3	634.80	ACCWQ	3	800.93	166.13	660.19	686.60	714.06	742.63	800.93
ACCWQ	3	634.80	ACCWQ	4	842.78	207.98	660.19	686.60	714.06	742.63	842.78
Asst Co-ord											
ACCW	1	549.30	Asst Co-ord		702.00	152.70	571.27	594.12	617.89	642.60	702.00
ACCW	2	561.30	Asst Co-ord		702.00	140.70	583.75	607.10	631.39	656.64	702.00
ACCW	3	572.20	Asst Co-ord		702.00	129.80	595.09	618.89	643.65	669.39	702.00
ACCWQ	1	616.50	Asst Co-ord Qual		862.40	245.90	641.16	666.81	693.48	721.22	862.40
ACCWQ	2	625.60	Asst Co-ord Qual		862.40	236.80	650.62	676.65	703.71	731.86	862.40
ACCWQ	3	634.80	Asst Co-ord Qual		862.40	227.60	660.19	686.60	714.06	742.63	862.40
Co-Ordinator											
Co-Ord Small	1	568.50	Co-ord OOSH	L1	754.96	186.46	591.24	614.89	639.49	665.06	754.96
Co-Ord Small	2	582.50	Co-ord OOSH	L1	754.96	172.46	605.80	630.03	655.23	681.44	754.96
Co-Ord Small	3	593.40	Co-ord OOSH	L1	754.96	161.56	617.14	641.82	667.49	694.19	754.96
Co-Ord Small	1	568.50	Co-Ord LDC	L2	774.48	205.98	591.24	614.89	639.49	665.06	774.48
Co-Ord Small	2	582.50	Co-Ord LDC	L2	774.48	191.98	605.80	630.03	655.23	681.44	774.48
Co-Ord Small	3	593.40	Co-Ord LDC	L2	774.48	181.08	617.14	641.82	667.49	694.19	774.48

Co-Ord Large	1	580.10	Co-Ord LDC	L3	801.29	221.19	603.30	627.44	652.53	678.63	801.29
Co-Ord Large	2	592.00	Co-Ord LDC	L3	801.29	209.29	615.68	640.31	665.92	692.56	801.29
Co-Ord Large	3	603.00	Co-Ord LDC	L3	801.29	198.29	627.12	652.20	678.29	705.42	801.29
Co-Ord Large	1	580.10	Co-Ord LDC	L4	834.87	254.77	603.30	627.44	652.53	678.63	834.87
Co-Ord Large	2	592.00	Co-Ord LDC	L4	834.87	242.87	615.68	640.31	665.92	692.56	834.87
Co-Ord Large	3	603.00	Co-Ord LDC	L4	834.87	231.87	627.12	652.20	678.29	705.42	834.87
Co-Ord Qualified											
Co-Ord Qual Sml	1	643.30	Co-Ord Qual OOSH		931.25	287.95	669.03	695.79	723.63	752.57	931.25
Co-Ord Qual Sml	2	652.40	Co-Ord Qual OOSH		931.25	278.85	678.50	705.64	733.86	763.22	931.25
Co-Ord Qual Sml	3	661.60	Co-Ord Qual OOSH		931.25	269.65	688.06	715.59	744.21	773.98	931.25
Co-Ord Qual Sml	1	643.30	Co-Ord Qual LDC	L2	950.77	307.47	669.03	695.79	723.63	752.57	950.77
Co-Ord Qual Sml	2	652.40	Co-Ord Qual LDC	L2	950.77	298.37	678.50	705.64	733.86	763.22	950.77
Co-Ord Qual Sml	3	661.60	Co-Ord Qual LDC	L2	950.77	289.17	688.06	715.59	744.21	773.98	950.77
Co-Ord Qual Lge	1	662.40	Co-Ord Qual LDC	L3	977.58	315.18	688.90	716.45	745.11	774.91	977.58
Co-Ord Qual Lge	2	671.50	Co-Ord Qual LDC	L3	977.58	306.08	698.36	726.29	755.35	785.56	977.58
Co-Ord Qual Lge	3	678.70	Co-Ord Qual LDC	L3	977.58	298.88	705.85	734.08	763.45	793.98	977.58
Co-Ord Qual Lge	1	662.40	Co-Ord Qual LDC	L4	1011.16	348.76	688.90	716.45	745.11	774.91	1011.16
Co-Ord Qual Lge	2	671.50	Co-Ord Qual LDC	L4	1011.16	339.66	698.36	726.29	755.35	785.56	1011.16
Co-Ord Qual Lge	3	678.70	Co-Ord Qual LDC	L4	1011.16	332.46	705.85	734.08	763.45	793.98	1011.16

Table 1D - New Wages - Child Care Classifications In Pre-Schools

Current Award Level		Current Rate \$	New Level		Total New End Rate \$	Total Increase \$	Rate at 7/3/2006 \$	Rate at 1/9/2006 \$	Rate at 1/3/2007 \$	Rate at 1/9/2007 \$	Rate at 1/3/2008 \$
	Step			Step							
CCW	1	524.80	CCW	1	587.77	62.97	545.79	567.62	587.77	587.77	587.77
CCW	2	529.40	CCW	2	592.93	63.53	550.58	572.60	592.93	592.93	592.93
CCW	3	533.80	CCW	3	597.86	64.06	555.15	577.36	597.86	597.86	597.86
CCW	4	538.40	CCW	4	603.00	64.60	559.94	582.33	603.00	603.00	603.00
Certificate III											
CCW	2	529.40	CCW	5	609.11	79.71	550.58	572.60	595.50	609.11	609.11
CCW	3	533.80	CCW	5	609.11	75.31	555.15	577.36	600.45	609.11	609.11
CCW	4	538.40	CCW	5	609.11	70.71	559.94	582.33	605.63	609.11	609.11
ACCW	1	549.30	ACCW	1	615.21	65.91	571.27	594.12	615.21	615.21	615.21
ACCW	2	561.30	ACCW	2	628.65	67.35	583.75	607.10	628.65	628.65	628.65
ACCW	3	572.20	ACCW	3	650.00	77.80	595.09	618.89	643.65	650.00	650.00
Diploma											
ACCWQ	1	616.50	ACCWQ	1	661.51	45.01	641.16	661.51	661.51	661.51	661.51
ACCWQ	2	625.60	ACCWQ	2	732.83	107.23	650.62	676.65	703.71	731.86	732.83
ACCWQ	3	634.80	ACCWQ	3	770.12	135.32	660.19	686.60	714.06	742.63	770.12
ACCWQ	3	634.80	ACCWQ	4	810.39	175.59	660.19	686.60	714.06	742.63	810.39
Asst Co-ord											
ACCW	1	549.30	Asst Co-ord		675.00	125.70	571.27	594.12	617.89	642.60	675.00
ACCW	2	561.30	Asst Co-ord		675.00	113.70	583.75	607.10	631.39	656.64	675.00
ACCW	3	572.20	Asst Co-ord		675.00	102.80	595.09	618.89	643.65	669.39	675.00
ACCWQ	1	616.50	Asst Co-ord Qual		829.23	212.73	641.16	666.81	693.48	721.22	829.23
ACCWQ	2	625.60	Asst Co-ord Qual		829.23	203.63	650.62	676.65	703.71	731.86	829.23
ACCWQ	3	634.80	Asst Co-ord Qual		829.23	194.43	660.19	686.60	714.06	742.63	829.23
Co-Ordinator											
Co-Ord Small	1	568.50	Co-ord OOSH	L1	729.33	160.83	591.24	614.89	639.49	665.06	729.33
Co-Ord Small	2	582.50	Co-ord OOSH	L1	729.33	146.83	605.80	630.03	655.23	681.44	729.33
Co-Ord Small	3	593.40	Co-ord OOSH	L1	729.33	135.93	617.14	641.82	667.49	694.19	729.33
Co-Ord Small	1	568.50	Co-Ord Pre-Sch	L2	748.85	180.35	591.24	614.89	639.49	665.06	748.85
Co-Ord Small	2	582.50	Co-Ord Pre-Sch	L2	748.85	166.35	605.80	630.03	655.23	681.44	748.85
Co-Ord Small	3	593.40	Co-Ord Pre-Sch	L2	748.85	155.45	617.14	641.82	667.49	694.19	748.85

Co-Ord Large	1	580.10	Co-Ord Pre-Sch	L3	775.66	195.56	603.30	627.44	652.53	678.63	775.66
Co-Ord Large	2	592.00	Co-Ord Pre-Sch	L3	775.66	183.66	615.68	640.31	665.92	692.56	775.66
Co-Ord Large	3	603.00	Co-Ord Pre-Sch	L3	775.66	172.66	627.12	652.20	678.29	705.42	775.66
Co-Ord Large	1	580.10	Co-Ord Pre-Sch	L4	809.24	229.14	603.30	627.44	652.53	678.63	809.24
Co-Ord Large	2	592.00	Co-Ord Pre-Sch	L4	809.24	217.24	615.68	640.31	665.92	692.56	809.24
Co-Ord Large	3	603.00	Co-Ord Pre-Sch	L4	809.24	206.24	627.12	652.20	678.29	705.42	809.24
Co-Ord Qualified											
Co-Ord Qual Sml	1	643.30	Co-Ord Qual OOSH		898.86	255.56	669.03	695.79	723.63	752.57	898.86
Co-Ord Qual Sml	2	652.40	Co-Ord Qual OOSH		898.86	246.46	678.50	705.64	733.86	763.22	898.86
Co-Ord Qual Sml	3	661.60	Co-Ord Qual OOSH		898.86	237.26	688.06	715.59	744.21	773.98	898.86
Co-Ord Qual Sml	1	643.30	Co-Ord Qual Pre-S	L2	918.38	275.08	669.03	695.79	723.63	752.57	918.38
Co-Ord Qual Sml	2	652.40	Co-Ord Qual Pre-S	L2	918.38	265.98	678.50	705.64	733.86	763.22	918.38
Co-Ord Qual Sml	3	661.60	Co-Ord Qual Pre-S	L2	918.38	256.78	688.06	715.59	744.21	773.98	918.38
Co-Ord Qual Lge	1	662.40	Co-Ord Qual Pre-S	L3	945.19	282.79	688.90	716.45	745.11	774.91	945.19
Co-Ord Qual Lge	2	671.50	Co-Ord Qual Pre-S	L3	945.19	273.69	698.36	726.29	755.35	785.56	945.19
Co-Ord Qual Lge	3	678.70	Co-Ord Qual Pre-S	L3	945.19	266.49	705.85	734.08	763.45	793.98	945.19
Co-Ord Qual Lge	1	662.40	Co-Ord Qual Pre-S	L4	978.77	316.37	688.90	716.45	745.11	774.91	978.77
Co-Ord Qual Lge	2	671.50	Co-Ord Qual Pre-S	L4	978.77	307.27	698.36	726.29	755.35	785.56	978.77
Co-Ord Qual Lge	3	678.70	Co-Ord Qual Pre-S	L4	978.77	300.07	705.85	734.08	763.45	793.98	978.77

Table 2 - Additional Rates And Allowances

From The First Pay Period Commencing On Or After 7 March 2006

Item No.	Clause No.	Brief Description	New Amount \$				
1	10 (ii)(a)	Broken Shift	53.15 per week 10.61 per day				
2	10 (ii)(b)	Excess Fares	7.45 per week				
3	10 (iii)	Uniform: Laundry Allowance	4.15 per week				
4	10 (iv)	Cooks Uniforms: Laundry Allowance	6.50 per week				
5	10 (vi)(a)	Qualification Allowance Commercial Cookery Basic Certificate	5.25 per week				
6	10 (vi)(b)	Hotel & Restaurant Cookery Certificate	11.15 per week				
7	12 (iv)	Meal Money	5.95 per meal				
8	10 (ix)	Authorised Supervisor					
		Total New End Rate \$	Rate at 7/3/2006 \$	Rate at 1/9/2006 \$	Rate at 1/3/2007 \$	Rate at 1/9/2007 \$	Rate at 1/3/2008 \$
	Weekly	28.75	16.12	16.76	17.43	18.13	28.75
	Daily	5.75	3.22	3.35	3.49	3.63	5.75

APPENDIX A

RECORD OF CASUAL EMPLOYMENT

EMPLOYEE’S RECORD TO BE MAINTAINED BY EMPLOYEE

1. Name:
2. Number of years of training:
3. Name of qualification:
4. Year of attainment of this qualification:

Period of engagement (from date to date)	No. of days/hours worked in total, classification; years trained & step	Name, address & telephone number of Centre	Signed by Centre Director (signature, date & name)

APPENDIX B**PARENTAL LEAVE**

Set out below are the provisions relating to Parental Leave contained in Part 4, Chapter 2, of the *Industrial Relations Act 1996*.

Division 1 - Parental Leave Generally

53. Employees to Whom Part Applies

This Part applies to all employees, including part time employees, but does not apply to casual or seasonal employees.

54. Entitlement to Unpaid Parental Leave

- (1) An employee is entitled to a total of 52 weeks unpaid parental leave in connection with the birth or adoption of a child, as provided by this Part.
- (2) Parental leave is not to extend beyond 1 year after the child was born or adopted.

Note: See also Part 5 relating to entitlements to part time work agreements.

55. What is Parental Leave?

- (1) For the purposes of this Part, parental leave is maternity leave, paternity leave or adoption leave.
- (2) Maternity leave is taken by a female employee in connection with the pregnancy or the birth of a child of the employee. Maternity leave consists of an unbroken period of leave.
- (3) Paternity leave is leave taken by a male employee in connection with the birth of a child of the employee or of the employee's spouse. Paternity leave consists of:
 - (a) an unbroken period of up to one week at the time of the birth of the child or other termination of the pregnancy (short paternity leave), and
 - (b) a further unbroken period in order to be the primary care-giver of the child (extended paternity leave).
- (4) Adoption leave is leave taken by a female or male employee in connection with the adoption by the employee of a child under the age of 5 years (other than a child who has previously lived continuously with the employee for a period of at least 6 months or who is a child or step child of the employee or of the employee's spouse). Adoption leave consists of:
 - (a) an unbroken period of up to 3 weeks at the time of the placement of the child with the employee (short adoption leave), and
 - (b) a further unbroken period in order to be the primary care giver of the child (extended adoption leave).
- (5) For the purposes of this Part, spouse includes a de facto spouse.

Note: Employees are also entitled to special maternity leave for recovery from a termination of pregnancy or illness related to pregnancy (section 71) and to special adoption leave up to 2 days to attend interviews or examinations for the purposes of adoption (section 72). The requirement of unbroken periods of leave is subject to section 63 (employee and employer may agree to interruption of parental leave by return to work).

56. This Part Provides Minimum Entitlements

- (1) This Part sets out the minimum entitlements of employees to parental leave.
- (2) The provisions of an industrial instrument, contract of employment or other agreement (whether made or entered into before or after the commencement of this Part) do not have effect to the extent that they provide an employee with a benefit that is less favourable to the employee than the benefit to which the employee is entitled under this Part.

57. Length of Service for Eligibility

- (1) An employee is entitled to parental leave only if the employee has had at least 12 months of continuous service with the employer.
- (2) Continuous service is service under one or more unbroken contracts of employment, including:
 - (a) any period of authorised leave or absence, and
 - (b) any period of part time work.

Note: Under Part 8 of this Chapter a period of service in the business of a former employer counts as service with a new employer to whom the business concerned has been transferred.

58. Notices and Documents Required to be Given to Employer

(1) Maternity Leave

The notices and documents to be given to the employer for the purposes of taking maternity leave are as follows:

- (a) The employee should give a least 10 weeks' written notice of the intention to take the leave.
- (b) The employee must, at least 4 weeks before proceeding on leave, give written notice of the dates on which she proposes to start and end the period of leave.
- (c) The employee must, before the start of leave, provide a certificate from a medical practitioner confirming that she is pregnant and the expected date of birth.
- (d) The employee must, before the start of leave, provide a statutory declaration by the employee stating, if applicable, the period of any paternity leave sought or taken by her spouse.

(2) Paternity Leave

The notices and documents to be given to the employer for the purposes of taking paternity leave are as follows:

- (a) In the case of extended paternity leave, the employee should give at least 10 weeks' written notice of the intention to take the leave.
- (b) The employee must, at least 4 weeks before proceeding on leave, give written notice of the dates on which he proposes to start and end the period of leave.
- (c) The employee must, before the start of leave, provide a certificate from a medical practitioner confirming that his spouse is pregnant and expected date of birth.

- (d) In the case of extended paternity leave, the employee must, before the start of leave, provide a statutory declaration by the employee stating:
 - (i) if applicable, the period of any maternity leave sought or taken by his spouse, and
 - (ii) that he is seeking that period of extended paternity leave to become the primary care giver of a child.
- (3) Adoption Leave
- The notices and documents to be given to the employer for the purposes of taking adoption leave are as follows:
- (a) In the case of extended adoption leave, the employee should give written notice of any approval or other decision to adopt a child at least 10 weeks before the expected date of placement.
 - (b) The employee must give written notice of the dates on which the employee proposes to start and end the period of leave, as soon as practicable after the employee is notified of the expected date of placement of the child but at least 14 days before proceeding on leave.
 - (c) The employee must, before the start of leave, provide a statement from an adoption agency or another appropriate body of the expected date of placement of the child with the employee for adoption purposes.
 - (d) In the case of extended adoption leave, the employee must, before the start of leave, provide a statutory declaration by the employee stating:
 - (i) if applicable, the period of any adoption leave sought or taken by his or her spouse, and
 - (ii) that the employee is seeking that period of extended adoption leave to become the primary care giver of a child.
- (4) An employee does not fail to comply with this section if the failure was caused by:
- (a) the child being born (or the pregnancy otherwise terminating) before the expected date of birth, or
 - (b) the child being placed for adoption before the expected date of placement, or if it was not otherwise reasonably practicable to comply in the circumstances.
- In the case of the birth of a living child, notice of the period of leave is to be given within 2 weeks after the birth and the certificate of the medical practitioner is to state that the child was born and the date of birth. In the case of the adoption of a child, notice of the period of leave is to be given within 2 weeks after the placement of the child.
- (5) An employee must notify the employer of any change in the information provided under this section within 2 weeks after the change.
 - (6) If required by the employer, an employee who applies for parental leave is to give the employer a statutory declaration, or enter into an agreement with the employer, that for the period of the leave the employee will not engage in any conduct inconsistent with the employee's contract of employment.

59. Continuity of Service

- (1) Parental leave does not break an employee's continuity of service, but is not to be taken into account in calculating an employee's period of service for any purpose.
- (2) However, parental leave counts as service for any purpose authorised by law or by any industrial instrument or contract of employment.

60. Parents Not to Take Parental Leave at the Same Time

- (1) An employee is not entitled to parental leave at the same time as his or her spouse is on parental leave under this Part.
- (2) If this section is contravened the period of parental leave to which the employee is entitled under this Part is reduced by the period of leave taken by his or her spouse.
- (3) This section does not apply to short paternity leave or short adoption leave.

61. Cancellation of Parental Leave

(1) Before Starting Leave

Parental leave applied for but not commenced is automatically cancelled if:

- (a) the employee withdraws the application for leave by written notice to the employer, or
- (b) the pregnancy concerned terminates other than by the birth of a living child or the placement of the child concerned does not proceed.

(2) After Starting Leave

If:

- (a) the pregnancy of an employee or an employee's spouse terminates other than by the birth of a living child while the employee or spouse is on parental leave, or
- (b) the child in respect of whom an employee is then on parental leave dies, or
- (c) the placement of a child for adoption purposes with an employee then on adoption leave does not proceed or continue, the employee is entitled to resume work at a time nominated by his or her employer within 2 weeks after the date on which the employee gives his or her employer a notice in writing stating that the employee intends to resume work and the reason for the intended resumption.

(3) Special Leave Not Affected

This section does not affect an employee's entitlement to special maternity leave under section 71.

62. Parental Leave and Other Leave

- (1) An employee may take any annual leave or long service leave (or any part of it) to which the employee is entitled instead of or in conjunction with parental leave.
- (2) However, the total period of leave cannot be so extended beyond the maximum period of parental leave authorised by this Part.

- (3) Any paid sick leave or other paid absence authorised by law or by an industrial instrument or contract of employment is not available to an employee on parental leave, except if the paid absence is annual leave or long service leave or with the agreement of the employer.

63. Employee and Employer may Agree to Interruption of Parental Leave by Return to Work

- (1) An employee on parental leave may, with the agreement of the employer, break the period of leave by returning to work for the employer, whether on a full time, part time or casual basis.
- (2) The period of leave cannot be extended by such a return to work beyond the maximum period of leave authorised by this Part.
- (3) Nothing in this section affects any other work undertaken by the employee during parental leave.

Note: - Section 58(6) requires the employee when taking parental leave to provided the employer with a statutory declaration, or enter into an agreement with the employer, that the employee will not engage during leave in any conduct inconsistent with the employee's contract.

64. Extension of Period of Parental Leave

- (1) An employee may extend the period of parental leave once only by giving the employer notice in writing of the extended period at least 14 days before the start of the extended period. The period of leave cannot be extended by such a notice beyond the maximum period of leave authorised by this Part.
- (2) An employee may extend the period of parental leave at any time with the agreement of the employer. The period of leave can be extended by such an agreement beyond the maximum period of leave authorised by this Part.
- (3) This section applies to an extension of leave while the employee is on leave or before the employee commences leave.

65. Shortening of period of Parental Leave

An employee may shorten the period of parental leave with the agreement of the employer and by giving the employer notice in writing of the shortened period at least 14 days before the leave is to come to an end.

66. Return to Work After Parental Leave

- (1) An employee returning to work after a period of parental leave is entitled to be employed in:
 - (a) the position held by the employee immediately before proceeding on that leave, or
 - (b) if the employee worked part time because of the pregnancy before proceeding on maternity leave - the position held immediately before commencing that part time work, or
 - (c) if the employee was transferred to a safe job under section 70 before proceeding on maternity leave - the position held immediately before the transfer.
- (2) If the position no longer exists but there are other positions available that the employee is qualified for and is capable of performing, the employee is entitled to be employed in a position as nearly as possible comparable in status and pay to that of the employee's former position.
- (3) This section extends to a female employee returning to work after a period of leave under section 71 (special maternity leave and sick leave).

- (4) An employer who does not make available to an employee a position to which the employee is entitled under this section is guilty of an offence.

Maximum penalty: 100 penalty units.

Note: - An employee returning to work after parental leave may also have an entitlement to work part time under an industrial instrument or a part time work agreement under Part 5.

Division 2 - Miscellaneous Provisions

67. Employer's Obligations

- (1) Information to employees on becoming aware that an employee (or an employee's spouse) is pregnant, or that an employee is adopting a child, an employer must inform the employee of:

- (a) the employee's entitlements to parental leave under this Part, and
- (b) the employee's obligations to notify the employer of any matter under this Part.

An employer cannot rely on an employee's failure to give a notice or other document required by this Part unless the employer establishes that this subsection has been complied with in relation to the employee.

- (2) Records An employer must keep, for at least 6 years, a record of parental leave granted under this Part to employees and all notices and documents given under this Part by employees or the employer.

Maximum penalty: 20 penalty units.

68. Termination of Employment Because of Pregnancy or Parental Leave

- (1) An employer must not terminate the employment of an employee because:

- (a) the employee or employee's spouse is pregnant or has applied to adopt a child, or
- (b) the employee or employee's spouse has given birth to a child or has adopted a child, or
- (c) the employee has applied for, or is absent on, parental leave, but otherwise the rights of an employer in relation to termination of employment are not affected by this Part.

Maximum penalty: 100 penalty units.

- (2) For the purposes of establishing such a termination of employment, it is sufficient if it is established that the alleged reason for termination was one of two or more reasons for termination.

- (3) This section does not affect any other rights of a dismissed employee under this or any other Act or under any industrial instrument or contract of employment, or the rights of an industrial organisation representing such an employee.

Note: - A dismissed employee may also make a claim under Part 6 (unfair dismissals).

69. Replacement Employees

- (1) A replacement employee is a person who is specifically employed as a result of an employee proceeding on parental leave (including as a replacement for an employee who has been temporarily promoted or transferred in order to replace the employee proceeding on parental leave).

- (2) Before a replacement employee is employed, the employer must inform the person of the temporary nature of the employment and of the rights of the employee on parental leave to return to work.

Maximum penalty: 50 penalty units.

- (3) A reference in this section to an employee proceeding on parental leave includes a reference to a pregnant employee exercising a right under section 70 to be transferred to a safe job.

70. Transfer to a Safe Job

- (1) This section applies whenever the present work of a female employee is, because of her pregnancy or breastfeeding, a risk to the health or safety of the employee or of her unborn or new born child. The assessment of such a risk is to be made on the basis of a medical certificate supplied by the employee and of the obligations of the employer under the Occupational Health and Safety Act 1983.

- (2) The employer is to temporarily adjust the employee's working conditions or hours of work to avoid exposure to that risk.

- (3) If such an adjustment is not feasible or cannot reasonably be required to be made, the employer is to transfer the employee to other appropriate work that:

- (a) will not expose her to that risk and
- (b) is as nearly as possible comparable in status and pay to that of her present work.

- (4) If such a transfer is not feasible or cannot reasonably be required to be made, the employer is to grant the employee maternity leave under this Part (or any available paid sick leave) for as long as is necessary to avoid exposure to that risk, as certified by a medical practitioner.

- (5) An employer who does not comply with any obligation imposed on the employer by this section is guilty of an offence.

Maximum penalty (subsection (5)): 50 penalty units.

71. Special Maternity Leave and Sick Leave If the pregnancy of an employee terminates before the expected date of birth (other than by the birth of a living child), or she suffers illness related to her pregnancy, and she is not then on maternity leave:

- (a) the employee is entitled to such period of unpaid leave (to be known as special maternity leave) as a medical practitioner certifies to be necessary before her return to work, or
- (b) the employee is entitled to such paid sick leave (either instead of or in addition to special maternity leave) as she is then entitled to and as a medical practitioner certifies to be necessary for her return to work.

72. Special Adoption Leave An employee who is seeking to adopt a child is entitled to up to 2 days unpaid leave if the employee requires that leave to attend compulsory interviews or examinations as part of the adoption procedure.

KINDERGARTENS, &c, (STATE) CONCILIATION COMMITTEE

Industries And Callings

All persons employed in or in connection with child care, child minding centres, day nurseries and pre-school kindergartens in the State, excluding the County of Yancowinna;

excepting -

Persons employed as teachers or teachers in training but not excepting unqualified teachers' aides, helpers or assistants;

Persons employed as teachers' aides in pre-school kindergartens and nurseries within the grounds of public schools;

Persons employed by the Department of Corrective Services;

Drivers of vehicles;

Employees of all city, municipal, shire and county councils;

Employees in child minding centres in public hospitals;

and excepting also employees within the jurisdiction of the following Conciliation Committees -

Private Hospital Employees (State);

Trained Nurses, &c. Other Than In Hospitals, &c, (State);

Voluntary Care Association Employees (State).

F. L. WRIGHT *J, President.*
M. J. WALTON *J, Vice-President.*
M. SCHMIDT *J.*
J. McLEAY, Commissioner.

Printed by the authority of the Industrial Registrar.

TEACHERS (COUNTRY AND REGIONAL DIOCESES) (STATE) AWARD 2006

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

Application by New South Wales Independent Education Union, Industrial Organisation of Employees.

(No. IRC 6384 of 2005)

Before The Honourable Justice Wright, President

20 February 2006

AWARD

PART A - CONDITIONS

1. Arrangement

This award is arranged as follows:

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	(c) Part-Time Teacher
	(d) Casual Teacher
	(e) Temporary Teacher
	(f) Graduate
	(g) Equivalent Qualifications or Equivalent Course
	(h) Recognised School
	(i) Recognised Higher Education Institution
	(j) Degree
	(k) Graduate Diploma
	(l) Teacher Not Otherwise Classified
	(m) Two Years Trained Teacher
	(n) Three Years Trained Teacher
	(o) Four Years Trained Teacher
	(p) Five Years Trained Teacher
	(q) Conditionally Classified Two Years or Three Years Trained Teacher
	(r) Conditionally Classified Four Years Trained Teacher
	(s) Teacher-Librarian
	(t) Primary Department
	(u) Secondary Department
	(v) Assistant Principal
	(w) Positions of Special Responsibility
	(x) Union
	(y) Diocese
	(z) Service Date
	(aa) Statement of Service
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- 3.4 Lunch Break
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 - 7.2 Application of Clause
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2. Definitions

For the purpose of this award:

- (a) "Teacher" means a person employed as such to assist the Principal in the work of the school.
- (b) "Full-Time Teacher" means any teacher other than a casual or part-time teacher.
- (c) "Part-Time Teacher" means a teacher who is engaged to work regularly, but for less than a full school week and not more than 0.8 of the normal hours which a full-time teacher at the school is required to teach. A part-time teacher may work more than 0.8 of the normal full-time load where an agreement has been reached by the parties. Such agreement shall be recorded in writing and signed by the teacher and representative of the employer. Any additional terms of the agreement (such as the length of the term of the agreement and the scheduling of the time that the teacher is not required to teach) shall be included.
- (d) "Casual Teacher" means a teacher engaged as such by an employer. A casual teacher will not normally be employed for a period greater than four school weeks for each engagement.
- (e) "Temporary Teacher" means a teacher employed to work full-time or part-time for a specified period, which is greater than four school weeks. A teacher may be employed as a Temporary Teacher in the following circumstances:
 - (i) where a teacher is employed to replace a teacher on leave or secondment.
 - (ii) where a school's staffing is to be reduced in the following year overall or in a department (in a secondary school). This may include but is not limited to circumstances such as declining enrolments or school amalgamations.
 - (iii) where a teacher is employed on a specific programme not funded by the diocese, or a new programme or initiative funded by the diocese which is not of an on-going nature.
 - (iv) where a teacher resigns during a school year and the usual diocesan practice is that such positions are filled on a temporary basis.
 - (v) where an ongoing position has not been able to be filled using normal selection criteria and the teacher has been informed of this in writing prior to the appointment.

Applicants must be advised in writing prior to accepting a position that it is temporary, the expected length of the appointment and the reason why it is temporary, such reason being one of the reasons specified above.

In the case of paragraph (i), the appointment may be for the whole of the period of leave or secondment of the teacher.

In the case of paragraphs (ii) and (iii), the appointment may be for a period of up to two full school years. The employer, the union and the teacher may agree to extend the temporary period of appointment beyond two years. The union shall not withhold its consent unreasonably.

In the case of paragraph (iv) the appointment may be for not longer than the end of the school year in which the appointment occurs.

In the case of paragraph (v) the appointment may be for a period of up to one full school year. The parties recognise that a temporary teacher may be appointed to a series of different temporary positions either within the school or at another school of the employer immediately following the cessation of a prior temporary appointment.

- (f) "Graduate" means a teacher who holds a degree from a recognised higher education institution.
- (g) "Equivalent Qualifications or Equivalent Course" means qualifications or a course, as the case may be, which is specified by Annexure A of this award as being equivalent to a particular qualification or course prescribed by this award, which the employer and teacher agree as being equivalent to the qualification or course prescribed by the clause in question in this award or which the Industrial Relations Commission determines as being so equivalent.
- (h) "Recognised School" means a school registered under the provisions of the *Education Act* 1990 or any registered special school within the meaning of that Act or school for the disabled.
- (i) "Recognised Higher Education Institution" means an Australian university recognised by the relevant Australian tertiary education authority from time to time or a former College of Advanced Education recognised by the Tertiary Education Commission.
- (j) "Degree" means a course of study at a recognised higher education institution of at least three years full-time duration or its part-time equivalent.
- (k) "Graduate Diploma" means a course of study at a recognised higher education institution of at least one year's full-time duration or its part-time equivalent.
- (l) "Teacher Not Otherwise Classified" means a teacher who is not Two, Three, Four or Five Years Trained nor Conditionally Classified Two or Three Years or Four Years Trained.
- (m) "Two Years Trained Teacher" means:
 - (i) A teacher who has satisfactorily completed a two years full-time course in teacher education at a recognised higher education institution; or
 - (ii) A teacher who has acquired other equivalent qualifications (as defined in paragraph (g) above).
- (n) "Three Years Trained Teacher" means:
 - (i) A teacher who has satisfactorily completed a three years full-time course in teacher education at a recognised higher education institution; or
 - (ii) A teacher who has acquired other equivalent qualifications (as defined in paragraph (g) above).
- (o) "Four Years Trained Teacher" means:
 - (i) A teacher who is a graduate in Education (four years full-time course); or
 - (ii) A teacher who is a graduate who in addition has satisfactorily completed at least a one year's full-time course in teacher education which contains units relating to teaching theory and practice at a recognised higher education institution; or

- (iii) A teacher who in addition to satisfying the requirements for classification as a Three Years Trained Teacher, has been awarded a Graduate Diploma at a recognised higher education institution; or
 - (iv) A teacher who has acquired other equivalent qualifications (as defined in paragraph (g) above).
- (p) "Five Years Trained Teacher" means:
- (i) A teacher who has satisfactorily completed a degree requiring a minimum of four years' full-time study from a recognised higher education institution and who, in addition, has satisfactorily completed a one year's full-time course in teacher education which contains units relating to teaching theory and practice; or
 - (ii) A Four Years Trained Teacher who, in addition, has satisfactorily completed either a Masters or Doctorate degree from a recognised higher education institution; or
 - (iii) A teacher who has obtained other equivalent qualifications.
- (q) "Conditionally Classified Two Year/Three Years Trained Teacher" means; a teacher who has attempted all of the requirements for the course of teacher education but has not yet satisfied the requirements to be granted the qualification. The classification "Conditionally Classified Two Years Trained Teacher" shall only apply to persons classified as such and who were employed on or before 29 January 2006.
- (r) "Conditionally Classified Four Years Trained Teacher" means a teacher who is a graduate other than a graduate to whom subclause (o) of this clause applies.
- (s) "Teacher-Librarian" means a teacher appointed as such.
- (t) "Primary Department" means that section or division of a school which provides a primary education (including infants) and includes a school which provides a primary education only.
- (u) "Secondary Department" means that section or division of a school which is not a primary department and includes a school which provides a secondary education only.
- (v) "Assistant Principal" means a teacher appointed as such, who assists the Principal in his/her responsibility for the conduct and organisation of the school.
- (w) Positions of Special Responsibility:
- (i) "Co-ordinator 1" means a teacher appointed as such with duties as set out in the relevant Diocesan agreement.
 - (ii) "Co-ordinator 2" means a teacher appointed as such with duties as set out in the relevant Diocesan agreement.
 - (iii) "Co-ordinator 3" means a teacher appointed as such with duties as set out in the relevant Diocesan agreement.
- (x) "Union" means the New South Wales Independent Education Union.
- (y) "Diocese" means the one of the Dioceses of Armidale, Bathurst, Lismore, Maitland-Newcastle, Wagga Wagga, Wilcannia-Forbes or Wollongong as appropriate
- (z) "Service Date" means the usual commencement date of employment at a school for teachers who are to commence teaching on the first day of the first term.
- (aa) "Statement of Service" means a statement from an employer on official letterhead that contains a start date, termination date, whether service was full-time, part-time or casual, whether any paid promotions positions were held and whether any leave without pay was taken.

3. Terms of Engagement

3.1 Letter of Appointment

The employer shall provide a teacher (other than a casual teacher), on appointment, with a letter stating inter alia the classification and rate of salary as at appointment, the normal teaching load that will be required and an outline of superannuation benefits available to teachers at the school.

3.2 Selection and Appointment Procedures.

Normally, teaching positions except temporary positions of up to one term's duration and casual positions will be appropriately advertised and appointments will be made following a selection process. Such appointments will be made on the basis of merit and suitability in accordance with documented diocesan selection process and appointment procedures.

3.3 Normal Duties

The normal duties of teachers shall include playground duties, sports duties, and usual extra-curricular activities and, in relation to teachers appointed to residential positions, the usual residential duties.

3.4 Meal Break

A teacher shall be entitled to a minimum of 30 consecutive minutes as a meal break during which period a teacher shall not be required to hold meetings, supervise, teach or coach sport, team games, cultural or academic activities.

3.5 Teacher Skill Development

(a) Induction - A teacher in his or her first year of experience shall participate in an induction process of one year's duration, provided that in certain circumstances the teacher and the employer may agree that the teacher should participate in the induction process for a further year.

The induction process shall be determined by the employer or the Principal in consultation with the teacher to assist the teacher's professional development, which shall be reviewed regularly throughout the year.

The employer may provide a written statement to the teacher not later than four weeks before the end of the school year outlining the teacher's progress and development.

(b) A teacher may request and be given from time to time by the employer or the Principal appropriate documentation as evidence of the teacher's professional development and experience. These documents may, if the teacher wishes, form a portfolio which shall remain the property of the teacher.

(c) Where the employer considers that a problem exists in relation to the teacher's performance the employer shall not use any agreed teacher development process in substitution for, or as alternative to, in whole or in part, procedures which apply to the handling of such problems.

(d) A teacher returning to teaching after an absence of five or more years shall be offered support through an induction process as provided for in paragraph (a) of this sub-clause with appropriate modification and shall be expected to participate as appropriate.

3.6 An employer may direct a teacher to carry out such duties as are within the limits of the teacher's skill, competence and/or training.

3.7 Upon the termination of service of a teacher (other than a casual teacher), the employer shall provide a statement of service.

- 3.8 Upon request, a casual teacher shall be supplied with a statement setting out the number of days of duty undertaken by the casual teacher during the period of the engagement, provided such request is made during or on termination of the casual engagement.

4. Salaries and Related Matters

4.1 Salaries Payable -

- (a) The minimum annual rate of salary payable to full-time teachers in schools shall be as set out in Table 1 - Wage Rates of Part B, Monetary Rates. Fortnightly salaries shall be ascertained by multiplying the annual salary by 14 and dividing by 365 with the answer rounded to two decimal points.

(b) Five Years Trained Teacher

A Five Years Trained Teacher shall commence on Step 6 and progress according to years of service to Step 13.

(c) Four Years Trained Teacher

A Four Years Trained Teacher shall commence on Step 5 and progress according to years of service to Step 13.

(d) Three Years Trained Teacher

- (i) A Three Years Trained Teacher shall commence on Step 3 and progress according to years of service to Step 13.

- (ii) A Three Years Trained Teacher on Steps 3 to 8, who by further study, completes the equivalent of one year of full-time study of a degree course, shall have his or her salary advanced one increment with retention of incremental date and shall thereafter progress in accordance with years of service to Step 13 of the scale.

(e) Two Years Trained Teacher

- (i) A Two Years Trained Teacher shall commence on Step 2 of the scale and progress according to years of service to Step 9 of the scale.

- (ii) A Two Years Trained Teacher who by further study satisfactorily completes the equivalent of one year of full-time study of a degree course, shall be deemed a Three Years Trained Teacher and shall be paid an additional increment with retention of incremental date and shall thereafter progress in accordance with normal years of service to Step 9 of the scale.

- (iii) A Two Years Trained Teacher who has completed at least one year on Step 9 and who has completed 120 hours of professional development outside of school hours and pupil-free days over a period of five years prior to the teacher's application for progression may apply for progression to Step 10 and thereafter progress to Step 13 after completion of one year's service on each of Step 10, Step 11 and Step 12.

- (iv) Such professional development, if it is to be considered for the purposes of subparagraph (ii) of this paragraph, must be deemed relevant to the Two Years Trained Teacher's employment by the employer.

(f) Conditionally Classified Two Years Trained Teacher

A Conditionally Classified Two Years Trained Teacher shall commence on Step 2 of the scale and progress according to years of service to Step 6 of the scale; provided that a teacher shall,

after 15 years' service, progress to Step 7 and shall thereafter progress according to years of service to Step 9.

This clause will only apply to teachers classified as such and employed on or before 29 January 2006.

(g) Conditionally Classified Three years Trained Teacher

A Conditionally Classified Three Years Trained Teacher shall commence on Step 3 and progress according to years of service to Step 6; provided that a teacher shall, after 15 years service, progress to Step 7 and shall thereafter progress according to years of service to Step 9.

(h) Conditionally Classified Four Years Trained Teacher

A Four Years Trained Conditionally Classified Teacher shall commence on Step 5 and progress according to years of service to Step 9; provided that a teacher shall, after 15 years service, progress to Step 10 and shall thereafter progress according to years of service to Step 13.

(i) Teacher Not Otherwise Classified

A Teacher Not Otherwise Classified shall commence on Step 1 of the scale and progress according to years of service to Step 6.

(j) Previous Award Classification

Teachers employed immediately prior to the date of making of this award shall be deemed to be classified under this award at a level not less than that which applied under the previous award and shall be deemed to have years of service as at the date of making this award calculated in accordance with the provisions of the previous award.

4.2 Special Education Teacher Allowance

(a) Teachers appointed to teach classes of children with a disability shall be paid in addition to the salaries provided for in sub-clause 4.1 of this clause an allowance as set out in Item 1 of Table 4 - Other Rates, of Part B, Monetary Rates.

(b) A principal teacher of a school for children with a disability shall be paid, in addition to the salaries provided in the scales and the allowances provided in (a) of this sub-clause, a further allowance at the rate as set out in Item 2 of the said Table 4 for each member of staff being supervised; provided that the maximum payment for such further allowance shall be as set out in Item 3 of Table 4.

4.3 Credit for Previous Teaching Service

(a) For the purpose of calculating credit for previous teaching service, teaching service in recognised schools or in schools certified or registered under the appropriate legislation in other states or territories of the Commonwealth of Australia shall count as follows:

(i) Any employment as a full-time teacher (including employment as a temporary full-time teacher), shall be counted as service;

(ii) The amount of service of a part-time teacher (including a temporary part-time teacher) shall be calculated in proportion to the full-time teaching load of a teacher at the school;

(iii) Service as a casual teacher shall be credited on the basis that 204 days of casual service are equal to a year of service.

(b) When calculating previous teaching service one year of service may be deducted for every continuous period of five years' absence from teaching except where the teacher was for most of

the period of absence wholly engaged in child-rearing or engaged in other service recognised in accordance with sub-clause 4.4.

4.4 Credit for Other Service

(a) Teaching Service and Relevant Industry Experience

Full-time service in a recognised teaching institution other than a recognised school or in a field directly related to teaching which is relevant to the position the teacher is employed in (e.g. employment as a musician for a music teacher, employment in a trade for industrial arts) on the basis of one service increment for each year of full-time employment, up to a maximum of four increments.

(b) Other Industry Experience

Full-time service at age 21 or more in any paid occupation in commerce, industry or government as deemed directly relevant to employment as a teacher by the employer on the basis of one increment for each three years of service to a maximum of four increments.

(c) Child-Rearing

A teacher who has been primarily engaged in child rearing, shall have such period recognised on the basis of one increment for each continuous three years of child rearing, to a maximum of four increments.

Provided that accreditation for child rearing shall only be granted on the basis that:

- (i) only one parent will receive the benefit for any particular period of child rearing;
- (ii) full-time child rearing will be regarded as the time before the child attains six years of age or is enrolled in full-time schooling, whichever is the earlier, and
- (iii) paid employment, except as a casual teacher in a New South Wales non-government school or in limited casual employment elsewhere, will be taken to break the continuity of full-time child rearing.

For the purpose of calculating the period of child rearing in this paragraph, parental leave will be included to the extent that the leave occurs after the birth of the child or where prior to the birth of the child the teacher was engaged in child rearing of another of his or her children, the whole period of parental leave will be used when calculating the period of child rearing

This sub clause will apply only to teachers employed or re-employed in Catholic school systemic schools after 7 April 1991.

- (d) A teacher shall not be entitled to more than four increments in total from paragraphs (a), (b) and (c) of this sub-clause.

4.5 Process for Applying For Credit for Service

- (a) Upon application for employment a teacher shall be advised in writing of all types of previous service (including child-rearing, full-time and part-time teaching, casual teaching, industry experience, other teaching outside schools, etc) recognised under this award and of the documentation required to substantiate such previous service.
- (b) An application by a teacher for recognition of previous teaching service or industry experience pursuant to subclauses 4.3 and 4.4 of this clause shall be supported by a statement of service on official letterhead (or similar statement in the case of employment by an employer other than an educational institution) which establishes the period of service to be recognised. An application

by a teacher for recognition of a period of child-rearing shall be supported by a statutory declaration establishing the period of child-rearing to be recognised and a copy of the child's birth certificate.

- (c) An application for recognition of previous service (including child-rearing) pursuant to subclauses 4.3 and 4.4 of this clause shall be granted, if successful, from the date the application was received by the employer. In the case where the application was received within one school term of the date the teacher commenced employment with the employer, the application shall be granted from the date of commencement.

4.6 Progression (Completion of Qualifications)

- (a) The transfer to a higher salary step of a teacher who has completed a course of training which makes the teacher eligible to be so transferred and the further incremental progression of such teacher on the salary scale, shall be effected in accordance with this subclause.
- (b)
 - (i) A teacher seeking such transfer shall make application in writing to the employer and shall attach to such application documentary evidence establishing that the teacher has had or will have conferred on him or her the diploma, degree or equivalent recognition of the completion of the course of training which makes the teacher eligible to transfer;
 - (ii) Where an application is made under subparagraph (i) of this paragraph which establishes that a teacher is eligible to transfer to a higher salary step, such transfer shall take effect:
 - (A) from the beginning of the first pay period to commence on or after the date the teacher undertook the last paper in the final examination in the course of training which creates the eligibility for transfer, or from the beginning of the first pay period to commence on or after the date of completion of formal course requirements, whichever is the later;

provided that the application for transfer is received by the employer no later than the first school day of the school term following the completion of such course of training; or
 - (B) where the application for transfer is not received by the employer within the time specified in (A), from the beginning of the first pay period to commence on or after the date on which the employer receives such application.
 - (iii) A teacher who is transferred to a higher salary step in accordance with this subclause, shall, for the purpose of further incremental progression after such transfer, retain his or her normal salary incremental date. Provided that if the transfer of the teacher to the higher salary step coincides with the teacher's normal salary incremental date, the increment shall be applied prior to the teacher being transferred to the higher step.
- (c) A teacher who is Two Years Trained, Three Years Trained or Four Years Trained, who completes a course of training which entitles the teacher to be classified as Three Years Trained, Four Years Trained or Five Years Trained, as the case may be, shall progress to the step on the salary scale which shall be determined by the teacher's years of service on the lower classification and the teacher's new qualifications and the teacher shall retain his or her normal incremental salary date.
- (d) A teacher who is Conditionally Classified Two Years Trained, Conditionally Classified Three Years Trained, Conditionally Classified Four Years Trained or Not Otherwise Classified who completes a course of training which entitles the teacher to be classified to a higher classification shall progress to the step on the salary scale which is determined by the teacher's new qualifications and such step as is closest to the teacher's salary prior to progressing and which shall result in an increase in the teacher's salary.

4.7 Payment of Salary

- (a) The salary payable to any teacher other than a casual teacher pursuant to this clause, shall be payable fortnightly.
- (b) The salary payable to any teacher, pursuant to this clause, shall be payable at the election of the employer by either cash, cheque or Electronic Funds Transfer into an account nominated by the employee.

4.8 Payment of Part-Time Temporary and Casual Teachers

- (a)
- (i) Subject to subparagraph (ii) of this paragraph, a part-time teacher, including a temporary part-time teacher, shall be paid at the same rate as a full-time teacher with the corresponding classification but in that proportion which the number of hours which are normal teaching hours bear to the hours which a full-time teacher at the school is normally required to teach.
- (ii) A part-time teacher-librarian, including a temporary part-time teacher-librarian, shall be paid at the same rates as a full-time teacher-librarian with the corresponding classification, but in that proportion which the number of hours which are the normal working hours bears to the hours a full-time teacher-librarian at the school is normally required to work. If there is no full-time teacher-librarian employed at the school, the proportion shall be based upon the number of hours which a full-time teacher-librarian at the school would be required to work if employed.
- (iii) No part-time teacher shall be required to attend school on any day on which he or she is not required to teach, except to attend occasional school activities as reasonably required. A part-time teacher shall be allocated other duties on a pro-rata basis.
- (b) The salary payable to a casual teacher shall be the appropriate rate in sub-clause 4.1 in accordance with years of full-time service, divided by 204 in the case of a daily payment or 408 in the case of a half daily payment plus an additional 5% loading, provided that the maximum rates payable shall be as follows:

Classification	Step
Four Years Trained	8
Three Years Trained	7
Two Years Trained	5
Not Otherwise Classified	1
Conditionally Classified Four Years Trained	7
Conditionally Classified Three Years Trained	6
Conditionally Classified Two Years Trained	4

The said rate includes the pro-rata payment in respect of annual holidays to which the teacher is entitled in accordance with the *Annual Holidays Act 1944*.

4.9 Travelling Expenses

- (a) Where the use of a vehicle is required in connection with employment, other than for journeys between home and place of employment, the teacher shall be paid an allowance as set out in Item 4 of Table 3 - Other Rates of Part B, Monetary Rates. This paragraph shall not apply to the Dioceses of Armidale, Bathurst, Wagga Wagga and Wilcannia-Forbes (see the relevant Enterprise Agreement). In the case of the Diocese of Lismore refer to Annexure C of this award.
- (b) Travelling and other out of pocket expenses reasonably incurred by a teacher in the course of duties required by the employer, shall be reimbursed by the employer.

4.10 Payment for Supervision of Student Teachers

Where supervision of the teaching of a student teacher is required as a part of duty, the teacher shall receive all payments made by the Student Teachers' Training Institution for such supervision.

4.11 Overpayment

Where an employer becomes aware that payments have been made over or under entitlements the teacher shall be notified and the parties shall attempt to reach agreement on the money due or to be recovered. If the parties are unable to reach agreement, either party may have recourse to the Disputes Procedure.

4.12 Annual Remuneration

- (a) Notwithstanding sub-clause 4.7, an employer may offer and a teacher may elect to receive his or her annual remuneration as a combination of salary (payable fortnightly) and benefits payable by the employer. The sum total of such salary, benefits, Fringe Benefits tax and employer administrative charge will equal the appropriate salary prescribed by sub-clause 4.1, sub-clause 4.2 and sub-clause 5.1.
- (b) The employer will determine the range of benefits available to the teacher and the teacher may determine the mix and level of benefits as provided in paragraph (a) of this sub-clause.
- (c) Any payment calculated by reference to the teacher's salary and payable either:
 - (i) during employment; or
 - (ii) on termination of employment; or
 - (iii) on death

shall be at the rate prescribed by subclause 4.1, sub-clause 4.2 and sub-clause 5.1.

5. Promotion Positions

5.1 Allowances

- (a) The allowances for Positions of Special Responsibility shall be as set out in Table 2 - Allowances for Positions of Special Responsibility, of Part B, Monetary Rates. Such allowances shall be in addition to the salary applicable to the appointee.
- (b) The allowance for the Assistant Principal position shall be as set out in Table 3 - Allowances for Assistant Principal Positions. Such allowance shall be in addition to the salary applicable to the appointee.

5.2 Acting Appointments

If an employer appoints a teacher to act in a promotion position for ten or more consecutive school days, the employer must pay the teacher the rate of allowance prescribed for that position.

5.3 Appointment on Merit

All appointments will be made on the basis of merit and suitability and in accordance with documented diocesan selection and appointment procedures and will normally and appropriately be advertised. Upon appointment, an employee will be informed of professional expectations and duties.

- 5.4 The minimum number of promotion positions required to be appointed shall be as set out in sub-clause 5.5, provided that where there is a programme of work in an area of instruction (including curriculum sporting instruction) in a secondary department the hours of which aggregate more than 54 hours per

week averaged over the school year a Co-ordinator 2 shall be appointed to co-ordinate such area of instruction unless otherwise provided in the relevant Diocesan enterprise agreement.

In determining an area of instruction, an employer may aggregate two or more subjects to comprise an area of instruction, provided that the total hours aggregated do not exceed 108 hours per week averaged over the school year. Where hours per week exceed 108 hours per week the area of instruction shall attract the equivalent of a Co-ordinator 3. There is no requirement to appoint a Co-ordinator 3 as such, the position may be filled by appointing a Co-ordinator 2 assisted by a Co-ordinator 1.

5.5 Promotions Positions - Primary and Secondary Departments

- (a) The position of Assistant Principal shall be appointed where the enrolment at the previous year's census date in a Secondary Department exceeds 200 students or in a Primary Department where the enrolment at the previous year's census date exceeds 100 students. Provided that an Assistant Principal need only be appointed in a Primary Department where the school only consists of a Primary Department or the Primary Department of the school is at a different location from the Secondary Department.
- (b) The minimum number of promotions points required to be appointed in a Secondary Department shall be determined in accordance with the points as set out in the following table:

Secondary Enrolments at Previous Year's Census Date	Co-ordinator Points		Total
	General	Learning Technologies	
1-200	2	-	2
201-300	4	-	4
301-350	9	-	9
351-400	9	-	9
401-450	11	-	11
451-500	13	-	13
501-550	15	-	15
551-600	16	-	16
601-700	17	-	17
701-800	23	2	25
801-900	26	2	28
901-1000	28	2	30
1001-1200	30	2	32
1201-1400	32	2	34
1401-1600	34	2	36

Note: This table does not include the positions of Principal or Assistant Principal. The position of Information Technology Co-ordinator (where appointed) is included.

The number of Positions of Special Responsibility required to be appointed shall be calculated by allowing one point for each Co-ordinator 1, two points for each Co-ordinator 2 and three points for each Co-ordinator 3.

- (c) The minimum number of promotions points required to be appointed in a Primary Department shall be determined in accordance with the points as set out in the following table:

Primary Enrolments at Previous Year's Census Date	Co-ordinator Points		Total
	General	Learning Technologies	
1-100	-	-	-
101-200	-	-	-
201-250	1	-	1
251-300	2	-	2
301-400	2	-	2
401-500	4	-	4

501-600	4	-	4
601-700	6	1	7
700+	6	2	8

Note: This table does not include the positions of Principal or Assistant Principal. The position of Information Technology Co-ordinator (where appointed) is included.

The number of Positions of Special Responsibility required to be appointed shall be calculated by allowing one point for each Co-ordinator 1, two points for each Co-ordinator 2 and three points for each Co-ordinator 3

5.6 Period of Appointment

The period of appointment shall be as specified in the relevant Diocesan enterprise agreement.

6. Teacher Librarians

For classifications and duties of teacher-librarians refer to Annexure A

7. Annual Adjustment of Salary

7.1 This clause will apply:

- (a) in lieu of the corresponding provisions of the *Annual Holidays Act 1944*; and
- (b) notwithstanding any other provisions in this award.

7.2 The provisions of this clause shall apply as set out in the relevant sub-clauses where:

- (a) a teacher (other than a casual teacher) commences employment after the school service date;
- (b) a teacher (other than a casual teacher) takes approved leave without pay or unpaid parental leave for a period which (in total) exceeds 20 pupil days in any year; or
- (c) the normal teaching hours of the teacher have varied since the school service date.

7.3 Calculation of Payments

- (a) A payment made pursuant to paragraph (a) or (b) of sub-clause 7.2 shall be calculated in accordance with the following formula:

$$\text{Step 1} \quad \frac{A \times B}{C} = D$$

$$\text{Step 2} \quad D - E = F$$

$$\text{Step 3} \quad \frac{F \times G}{2} = H$$

where:

- A = The number of term weeks worked by the teacher since the school service date
- B = The number of non-term weeks in the school year
- C = The number of term weeks in the school year
- D = Result in weeks
- E = The number of non-term weeks worked by the teacher since the school service date
- F = Result in weeks
- G = The teacher's current fortnightly salary
- H = Amount Due

- (b) A payment made pursuant to paragraph (c) of sub-clause 7.2 to a teacher whose normal teaching hours have varied shall be calculated in accordance with the following formula:

$$\text{Step 1} \quad A - B = C$$

$$\text{Step 2} \quad \frac{C \times D}{E} = F$$

$$\text{Step 3} \quad F - B = G$$

where:

- A = Total salary paid to the teacher since the school service date
 B = Salary paid to the teacher in respect of non-term weeks since the school service date
 C = Salary paid to the teacher in respect of term weeks since the school service date
 D = The total number of non-term weeks in the school year
 E = The total number of term weeks in the school year
 F = Result in dollars
 G = Amount Due

7.4 Teachers who commence Employment after the School Service Date

- (a) A teacher who commences employment after the school service date shall be paid from the date the teacher commences provided that, at the end of Term IV, the teacher shall be paid an amount calculated pursuant to sub-clause 7.3 of this clause and shall receive no other salary until his or her return to work in the following school year.
- (b) In each succeeding year of employment, the anniversary of appointment of the teacher for the purposes of this clause shall be deemed to be the school service date.

7.5 Teachers who take Approved Leave Without Pay or Unpaid Parental Leave

Where a teacher takes leave without pay or unpaid parental leave with the approval of the employer for a period which (in total) exceeds 20 pupil days in any year, the teacher shall be paid salary calculated in accordance with this clause as follows:

- (a) If the leave commences and concludes in the same school year payment shall be calculated and made at the conclusion of Term IV of that school year.
- (b) If the leave is to conclude in a school year following the school year in which the leave commenced:
- (i) at the commencement of the leave a payment shall be calculated and made in respect of the school year in which the leave commences; and
 - (ii) at the end of Term IV in the school year in which the leave concludes a payment shall be calculated and made in respect of that school year.
- (c) Where a teacher who has received a payment pursuant to paragraph (b) of this sub-clause returns from leave in the same year rather than the next school year as anticipated, then the teacher shall be paid at the conclusion of Term IV as follows:
- (i) by applying the formula in sub-clause 7.3 as if no payment had been made to the teacher at the commencement of leave;
 - (ii) by deducting from that amount the amount earlier paid to the teacher.

7.6 Teachers Whose Hours Have Varied

Where the hours which a teacher normally teaches at a school have varied since the school service date in any school year and the teacher's employment is to continue into the next school year, the teacher shall be paid throughout the summer pupil vacation as follows:

- (a) the amount due pursuant to the formula in paragraph (b) of sub-clause 7.3 shall be calculated; and
- (b) the teacher shall continue to receive in each fortnight of the pupil vacation period the same amount as his or her ordinary pay in the last fortnight of the school term until the total amount received by the teacher during the pupil vacation period is the same as the amount calculated above. (Note - this will have the consequence that the last fortnight of the pupil vacation period in which the teacher is paid the amount received will differ from the pay in the preceding fortnights).

7.7 Notwithstanding the provisions of paragraph (a) of subclause 7.1 a teacher shall not pursuant to this clause, be paid an amount in respect of a year of employment which is less than the amount to which the teacher would otherwise be entitled under the provisions of the *Annual Holidays Act 1944*, in respect of a year of employment.

8. Annual Holiday Loading

8.1 Subject to subclause 8.6 hereof, where a teacher, other than a casual teacher, is given and takes annual holidays commencing at the beginning of the school summer vacation each year, the teacher shall be paid an Annual Holiday Loading calculated in accordance with this clause.

8.2 The loading shall be payable in addition to the pay payable to the teacher for the period of the school vacation.

8.3 The loading shall be calculated:

- (a) in relation to such period of a teacher's annual holiday as is equal to the period of annual holiday to which the teacher is entitled for the time being under the *Annual Holidays Act 1944* at the end of each year of employment, or where relevant;
- (b) the period of annual leave calculated under subclause 8.6.

8.4 The loading shall be the amount payable for the period specified in subclause 8.3 or 8.6 at the rate of 17½ per cent of the weekly equivalent of the teacher's annual salary.

8.5 For the purposes of this clause, "salary" shall mean the salary payable to the teacher at 1 December of the year in which the loading is payable, together with, where applicable, the allowances prescribed by subclause 4.2 of clause 4, Salaries and clause 5, Promotion Positions, but not including any other allowances or amount otherwise payable in addition to salary.

Provided that where subclause 8.6 of this clause applies, "salary" shall mean the salary (together with allowances payable as aforesaid) payable immediately prior to the payment made to the teacher pursuant to sub-clause 7.3, of clause 7 Annual Adjustment of Salary or subclause 15.4 of clause 15 Termination.

8.6 Where a teacher receives a payment pursuant to paragraph (a) of subclause 7.3 or sub-clause 15.4 (other than a teacher terminated by the employer for misconduct) the teacher shall be entitled to that fraction of the annual holiday loading to which he or she would be entitled if he or she had worked for the whole school year which is equal to the number of term weeks worked by the teacher divided by the number of term weeks in the whole school year.

9. Union Members and Representative

- 9.1 Meetings of union members who are employed at the school may be held on the school premises at times and places reasonably convenient to both union members and the Principal.
- 9.2 The employer shall permit the union representative in the school to post union notices relating to the holding of meetings on a common room noticeboard.
- 9.3 The union representative shall be permitted in working hours (other than timetabled teaching time) to discuss union business with the employer or the Principal. Such discussion shall take place at a time and place convenient to both parties.

10. Sick Leave

- 10.1 Entitlement - Any full-time, temporary or part-time teacher shall be entitled to paid sick leave in respect of any absence on account of illness or injury, subject to the following conditions and limitations:
- (a) In respect of each year of service with an employer, the period of sick leave shall, subject to subclause 10.2 of this clause, not exceed in any year of service 25 working days on full pay.
 - (b) A teacher shall not be entitled to paid sick leave for any period in respect of which such teacher is entitled to workers' compensation.
 - (c) A teacher shall not be entitled to paid sick leave unless he or she notifies the Principal of the school (or such other person deputed by the Principal) prior to the commencement of the first organised activity at the school on any day, of the nature of the illness and of the estimated duration of the absence; provided that paid sick leave shall be available if the teacher took all reasonable steps to notify the Principal or was unable to take such steps.
 - (d) The sick leave entitlement of a part-time teacher shall be in that proportion which the number of teaching hours of that teacher in a full school week bears to the number of teaching hours which a full-time teacher at the school is normally required to teach.
 - (e) A temporary teacher shall be entitled to sick leave in that proportion which the period of appointment of the teacher bears to the length of the school year.
 - (f) The teacher, if required by the employer, complies with subclause 10.4 of this clause.
- 10.2 Accumulation - Sick leave shall accumulate from year to year as follows:
- (a) Untaken sick leave in any year of service with an employer shall be accumulated, provided that a teacher shall only be entitled to the sick leave accumulated in respect of the six years of continuous service immediately preceding the current year of service and the maximum accumulation shall not exceed 150 days on full pay.
 - (b) Sick leave which accrues to a teacher at the commencement of a year of service pursuant to subclause 10.1, shall be taken prior to the taking of any sick leave which the teacher has accumulated in accordance with this subclause.
- 10.3 Evidence of Sickness
- (a) In each year, with the exception of the first two days' absence due to illness, a teacher shall, upon request, provide a medical certificate addressed to the employer or, if the employer requires, to a medical practitioner nominated by the employer.
 - (b) Where a teacher has taken frequent single days of sick leave, or taken extended sick leave such that the employer requires additional information in relation to the teacher's sickness, then the employer may take action in accordance with this subclause.

- (i) The employer may arrange a meeting in order to clarify the position with the teacher. The employer shall invite the teacher to respond verbally to the issues raised by the employer. If the teacher is a union member, then the teacher may seek union advice and assistance.
- (ii) After consideration of the teacher's response, the employer may
 - (a) require further evidence of illness; and/or
 - (b) request the teacher to obtain a second opinion from another doctor at the employer's cost; and/or
 - (c) request a more detailed estimation of the likely length of the absence; and/or
 - (d) require the teacher to obtain a medical report (at the employer's cost) in relation to the likely period of absence; and/or
 - (e) discuss with the teacher any other action.
- (iii) The teacher may, if a member of the union, request that this matter be discussed at any stage between the union and the employer.
- (iv) Action shall only be taken pursuant to (b) of this subclause following consultation between the principal of the school and the Diocesan office.
- (v) The parties agree to meet to review the operation of this subclause after the award has been in place for twelve months if either party to the award so requests.

10.4 Portability

- (a) A teacher who was previously employed with another Catholic Diocesan Employer or Catholic Independent School as a full-time, part-time or temporary teacher, and is employed with or in a Diocese on or after 3 February 1997, shall be entitled to portability of sick leave in accordance with this subclause.
- (b) Untaken sick leave which has accumulated in accordance with subclause 10.2 since 29 January 1996 shall be credited to the teacher as their accumulated sick leave on the commencement of their employment with or in the Diocese.
- (c) For a teacher to be eligible for portability of sick leave under this clause, the teacher must satisfy the following criteria:
 - (i) The teacher has commenced employment with the Diocese within six months or two terms, whichever is the greater, of the teacher's employment terminating with the other Catholic Diocesan Employer or Catholic Independent School.
 - (ii) The former Catholic Diocesan employer or Catholic Independent School will provide to each teacher, on the teacher's termination of employment, a completed version of the form set out in Annexure B of this award and the teacher will provide the original completed form to the new Catholic Diocesan employer within four school weeks of the commencement of employment.
- (d) For the purpose of this subclause "Catholic Diocesan Employer" shall mean the Archdioceses of Sydney and Canberra/Goulburn and the Dioceses of Broken Bay, Parramatta, Armidale, Bathurst, Lismore, Maitland-Newcastle, Wagga Wagga (and the Trustees of the Diocese of Wagga Wagga), Wilcannia-Forbes and Wollongong; "Catholic Independent School" means an employer respondent to the Teachers (Catholic Independent Schools) (State) Award 2004 published on 18 March 2005 (349 I.G. 395) (as varied from time to time) or any award replacing such award and "Diocese" means a Diocese respondent to this award.

- (e) Notwithstanding paragraphs (a) and (b) of this sub-clause, the maximum sick leave portable between Catholic Diocesan employers or Catholic Independent Schools to a Catholic Diocesan Employer shall be 150 days and the sick leave in any one year pursuant to paragraph (a) of sub-clause 10.1 shall not exceed 25 days (with one or more employers).

11. Catholic Personal/Carer's Leave

11.1 Use of Sick Leave to Provide Care and Support for a Family Member

- (a) A teacher, other than a casual teacher, with responsibilities in relation to a class of person set out in subparagraph (ii) of paragraph (c) who needs the teacher's care and support, shall be entitled to use, in any year, in accordance with this subclause, 10 days of current and 30 days of accrued sick leave entitlement provided for at Clause 10 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 teacher shall, if required,
- (i) establish either by production of a medical certificate or statutory declaration, the illness of the person concerned and that the illness is such as to require care by another person, or
- (ii) establish by production of documentation acceptable to the employer or a statutory declaration, the nature of the emergency and that such emergency resulted in the person concerned requiring care by the teacher.

In normal circumstances, a teacher must not take carer's leave under this subclause where another person had 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 teacher being responsible for the care of the person concerned; and
- (ii) the family member being a parent, step-parent, spouse, grandchild, sibling, grandparent, child, step-child, foster child, adopted child and foster parent of the teacher or spouse.

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 20 should be followed.

11.2 Use of Sick Leave for a Pressing Domestic Necessity

- (a) Subject to paragraph 11.2 (c), for the purposes of this clause "pressing domestic necessity" means any reason at the discretion of the employer, provided that such discretion is not unreasonably withheld and is exercised so as not to contravene any applicable provisions of the *Anti-Discrimination Act 1977*.
- (b) A teacher, other than a casual teacher, with sick leave credits may apply to utilise such credits up to five of any current or accrued sick leave entitlement days in any one year of the teacher's service, for any pressing domestic necessity other than to care for or support a person defined in subparagraph 11.1(c)(ii).
- (c) Where a teacher, other than a casual teacher, is not entitled to utilise sick leave credits pursuant to paragraph 11.1(a) he or she may access 10 days current and 30 days accrued sick leave for any pressing domestic necessity where the teacher is responsible for the care or support of a person not referred to in subparagraph 11.1(c)(ii).

- (d) The yearly entitlement for the purpose of pressing domestic necessity in paragraph 11.2(b) is non-cumulative.
- (e) If required, a teacher shall provide a written statement or other evidence supporting the application for Personal/Carer's Leave for the purpose of pressing domestic necessity.

11.3 Notification of Intention to Take Leave

In relation to sub-clauses 11.1 and 11.2, wherever practicable, a teacher shall give the employer notice prior to the absence of the intention to take leave. The teacher shall also provide the name of the person requiring care, that person's relationship to the teacher, the nature of any pressing domestic necessity, the reasons for taking such leave and the estimated length of absence. If it is not practicable for the teacher to give prior notice of absence, the teacher shall notify the employer by telephone of such absence at the first opportunity on the day of absence.

11.4 Unpaid Leave for Family Purpose

A teacher may elect, with the consent of the employer to take unpaid leave for the purpose of providing care and support to a person referred to in subparagraph 11.1(c)(ii) or paragraph 11.2(c) who is ill or who requires care due to an unexpected emergency.

11.5 Entitlement for Casual Teachers

- (a) Subject to the requirements in paragraph 11.1(b) and sub clause 11.3, casual teachers are entitled to not be available to attend work, or to leave work if they need to care for a person prescribed in sub clause 11.1 (c) (ii) or 11.2(c) of this clause who is sick and requires care and support, or who requires care due to an unexpected emergency, or the birth of a child.
- (b) The employer and the teacher shall agree on the period for which the teacher will be entitled to not be available to attend work. In the absence of agreement, the teacher is entitled to not be available to attend work for up to 48 hours (i.e. two days) per occasion. The casual teacher is not entitled to any payment for the period of non-attendance.
- (c) An employer must not fail to re-engage a casual teacher because the teacher accessed the entitlements provided for in this clause. The rights of an employer to engage or not to engage a casual teacher are otherwise not affected.

12. Parental Leave

12.1 Maternity Leave

- (a) A teacher who applies for maternity leave under Part 4 of Chapter 2 of the *Industrial Relations Act 1996* and:
 - (i) is granted maternity leave for a period of fourteen weeks or longer by the employer; and
 - (ii) the date of birth is on or after 30 January 2006 shall be entitled to maternity leave in accordance with this sub-clause.
- (b) The maternity leave shall be paid for fourteen weeks at the rate of salary the teacher would have received, if the teacher had not taken maternity leave. (If the period of maternity leave granted to the teacher is for less than fourteen weeks then the period of paid maternity leave shall be for such lesser period). This period shall be inclusive of non term periods falling within the fourteen weeks, other than where a teacher works up until the last day of a term in which case the maternity leave shall be deemed to commence from the first day of the following school term. For the purpose of this paragraph, non-term periods shall not include a period of up to four weeks of annual holidays to which the teacher is entitled in the school summer vacation the first four weeks of the summer vacation period.

- (c) The teacher may elect to be paid during the period of paid leave in paragraph (b) of this sub-clause either in accordance with the usual employer payment schedule or as a lump sum payment in advance.
- (d) Where a teacher applies for a lump sum payment in advance under paragraph (c) of this sub-clause, the teacher shall give the employer at least one month's notice of intention.
- (e) If a teacher has commenced paid maternity leave and subsequently the teacher's pregnancy results in a miscarriage or a still birth, the teacher shall be entitled to retain payment in accordance with this clause equivalent to salary for the period of maternity leave taken by the teacher.
- (f) Paid maternity leave shall commence no earlier than one term prior to the expected date of birth.
- (g) The employer may deduct payment for any absence of the teacher (to which the teacher, but for this clause, would have been entitled under clause 10, Sick Leave) in the period four calendar weeks prior to the expected date of birth from the payment of paid maternity leave to which the teacher is entitled pursuant to this subclause.
- (h) Non term weeks within the period of paid maternity leave shall be deemed to be non term weeks worked by the teacher for the purpose of clause 7, Annual Adjustment of Salary and clause 15, Termination.
- (i) A teacher on paid maternity leave in accordance with this clause will not be employed as a casual employee by the employer during such paid leave.
- (j) Where a teacher gives birth to a child whilst on unpaid leave (other than maternity leave in relation to the birth of the same child) the teacher will be entitled to maternity leave in accordance with Part 4 of Chapter 2 of the *Industrial Relations Act 1996*. However, the teacher will not be entitled to an additional fourteen weeks payment in accordance with paragraph (b) of this sub-clause.
- (k) Except as varied by this provision, Part 4 of Chapter 2 of the *Industrial Relations Act 1996* shall apply.

Notation

- (i) The employers are of the view that maternity leave should preferably commence on the day following the last teaching day of a term and conclude on the day preceding the first teaching day of a term.
- (ii) In order to facilitate the desirable practice referred to in paragraph (i) of this notation, the employers are prepared to extend the time of maternity leave beyond that maximum entitlement prescribed by the said Act should the employee agree to return from maternity leave at the commencement of the term immediately following the maximum period of leave required to be afforded by that Act.
- (iii) Transitional Arrangements - The provisions of the preceding award relating to maternity leave shall apply to a teacher whose baby is born on or after 1 January 2006 and before 30 January 2006.

12.2 Adoption Leave

- (a) A teacher who applies for adoption leave under Part 4 of Chapter 2 of the *Industrial Relations Act 1996* and is granted such leave by the employer in accordance with these provisions, shall be entitled to payment of adoption leave under the same (or comparable) conditions as those set out in this clause in relation to paid maternity leave. Provided further that adoption leave shall only be payable in respect of one adopting parent of a child.
- (b) A teacher shall be entitled to one day's leave with pay for the purpose of adopting any child provided that he or she is not also entitled to payment of adoption leave pursuant to paragraph (a) of this sub-clause.

12.3 Paternity Leave

- (a) A teacher shall be entitled to one day's leave with pay on the date of his wife's confinement or on the day on which his wife leaves hospital following her confinement.
- (b) In addition to the entitlement in paragraph 12.3(a), a teacher shall be entitled, subject to this sub-clause, to take paternity leave in one continuous period not exceeding two weeks. Such leave shall be deducted from, and shall not exceed, the teacher's entitlement to Catholic Personal/Carer's Leave pursuant to clause 11 of this award.
- (c) The teacher shall be entitled to take such paternity leave in the four weeks before the date or expected date of the birth of the child and not later than four weeks after the birth of the child, provided that the employer may, in exceptional circumstances, request the teacher to take leave at a time outside the period specified in this paragraph. If the teacher chooses to agree to the employer's request, such agreement shall be recorded in writing. Where the teacher does not agree, the leave shall be taken in accordance with this paragraph.
- (d) The entitlement to paternity leave in paragraphs 12.3(a) and (b) is inclusive of, and not in addition to, the teacher's entitlement to take unpaid paternity leave in accordance with the *Industrial Relations Act 1996*.
- (e) The teacher must, at least 4 weeks before proceeding on leave pursuant to paragraph 12.3(b) above, give written notice of the dates on which he proposes to start and end the period of leave. The proposed dates may be varied by further written notice, subject to the provisions of paragraph 12.3(c) above.

12.4 Prior Service with Another Catholic Diocesan Employer or Catholic Independent School

For the purpose of eligibility for maternity leave and adoption leave pursuant to this clause, a teacher who is not eligible for such leave because he or she has less than twelve months continuous service as required pursuant to Section 57 of the *Industrial Relations Act*, shall nevertheless be deemed to have completed twelve months continuous service with the current employer if immediately prior to commencement of service with the current employer, he or she had twelve months continuous service with another Catholic Diocesan Employer or Catholic Independent School.

"Catholic Diocesan Employer" and "Catholic Independent School" shall have the same meaning as in sub-clause 10.4(d) of this award.

12.5 Casual Teachers

An employer must not fail to re-engage a regular casual teacher (see section 53(2) of the *Industrial Relations Act 1996* (NSW)) because:

- (a) the teacher or teacher's spouse is pregnant; or
- (b) the teacher is or has been immediately absent on parental leave.

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

12.6 Right to Request

- (a) A teacher entitled to parental leave may request the employer to allow the teacher:
 - (i) to extend the period of simultaneous unpaid parental leave up to a maximum of eight weeks;
 - (ii) to extend the period of unpaid parental leave for a further continuous period of leave not exceeding 12 months;

- (iii) to return from a period of parental leave on a part-time basis until the child reaches school age;

to assist the teacher in reconciling work and parental responsibilities.

- (b) The employer shall consider the request having regard to the teacher's circumstances and, provided the request is genuinely based on the teacher'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) Teacher's request and the employer's decision to be in writing

The teacher's request and the employer's decision made under subparagraphs (a) (ii) and (iii) of this sub clause must be recorded in writing.

- (d) Request to return to work part-time

Where a teacher wishes to make a request under subparagraph (a) (iii), such a request must be made as soon as possible before the date upon which the teacher is due to return to work from parental leave.

12.7 Communication During Parental Leave

- (a) Where a teacher 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 teacher held before commencing parental leave; and
 - (ii) provide an opportunity for the teacher to discuss any significant effect the change will have on the status or responsibility level of the position the teacher held before commencing parental leave.
- (b) The teacher shall take reasonable steps to inform the employer about any significant matter that will affect the teacher's decision regarding the duration of parental leave to be taken, whether the teacher intends to return to work and whether the teacher intends to request to return to work on a part-time basis.
- (c) The teacher 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).

13. Long Service Leave

13.1 Applicability of *Long Service Leave Act 1955*

Except in so far as expressly varied by the provisions of this clause, the provisions of the said Act, shall apply to teachers employed under this award.

13.2 Accrual of Leave from 30 January 2006

The amount of long service leave which a teacher shall accrue in respect of service performed on and from 30 January 2006 shall be:

- (a) In the case of a teacher who has completed:
 - (i) less than ten years service, in respect of full-time service a teacher shall accrue 6.5 days per year of service; and

- (ii) ten or more years of service, in respect of full-time service a teacher shall accrue 10 days per year of service.
- (b) A teacher shall be entitled to accrue leave in respect of part-time service as set out in paragraph (a) of this subclause on a pro rata basis according to his or her FTE (as defined in paragraph (c) of this subclause).
- (c) For the purposes of this clause the "FTE" is defined as the proportion which the number of teaching hours per week worked by a teacher bears to the number of teaching hours which a full-time teacher at the school is required to teach per week. (NB that this formula is the same as that which is utilised in subclause 4.8 of this award for calculation of payment of part-time teachers).
- (d) A teacher shall be entitled to leave in accordance with this subclause together with leave accrued before 30 January 2006 pursuant to subclause 13.3.

13.3 Calculation of Accrual as at 29 January 2006

- (a) A teacher whose employment commenced prior to 30 January 2006 will have accrued long service leave as at 29 January 2006 in accordance with previous award and legislative provisions.

A summary of the accrual rates pursuant to these provisions is set out below:

Calculation of Entitlement:

Prior to 31 July 1985	.866 weeks per year.
1 August 1985 to 30 January 1995	1.05 weeks per year up to 10 years of service.
31 January 1995 to 31 January 2001	1.5 weeks per year after 10 years of service.
1 February 2001 to 29 January 2006	1.3 weeks per year up to 10 years of service.
	1.9 weeks per year, after 10 years of service.
	1.3 weeks per year up to 10 years of service.
	2 weeks per year after 10 years of service.

Note: Diocese of Wagga Wagga - Primary Schools

Notwithstanding the above provisions of this paragraph, in the period from 1 January 1995 until 27 January 1998 the long service entitlement of teachers employed in the Diocese of Wagga Wagga was as set out in the Enterprise Agreement Teachers Employed in the Catholic Education Office, Diocese of Wagga Wagga (EA 178/94). This Agreement provided for 13 weeks of long service leave in the first ten years of service and then 2 weeks for each year of service after ten years qualifying service.

- (b) It is the intention of the parties that on and from 30 January 2006 long service leave accrual will reflect the differing patterns of work of teachers within Catholic schools, whose teaching load changes from full-time to part-time and/or vice versa during their working career. To that end on 29 January 2006, all existing accruals will be converted from weeks to working days.
- (c) The following formula will be used to calculate the number of days of long service leave that a teacher is entitled to as at 29 January 2006:
 - (i) all full-time teachers, as at 29 January 2006, will have their weeks of accrued long service leave converted to days on the basis of 1 week of accrued leave equals 5 days of accrued leave;
 - (ii) all part-time teachers, as at 29 January 2006, will have their weeks of accrued long service leave converted to days by averaging the FTE (as defined in accordance with paragraph (c) of subclause 13.2 of this clause) of the last 5 years of eligible service, comparing it with the current FTE (i.e. as at 29 January 2006) and using the higher figure for conversion to days.

13.4 Entitlement to Long Service Leave and Payment on Termination

- (a) A teacher shall be entitled to take long service leave accrued in accordance with subclauses 13.2 and 13.3 of this clause on the completion of ten years service with an employer and on the completion of each additional seven years service thereafter.
- (b) In the case of a teacher who has completed at least 5 years service with an employer and the service of the teacher is terminated or ceases for any reason, such teacher shall be paid their accrued long service leave calculated in accordance with subclause 13.2 and subclause 13.3 of this clause.

13.5 Conditions of Taking Leave

- (a) It is the intention of the parties that the number of days of long service leave accrued by the teacher can be taken at the teacher's current FTE when the long service leave is taken.

For example, a teacher works full-time for their first ten years of employment and then reduces to 2.5 days per week (0.5 FTE) for the next five years of their employment. The teacher would accrue 65 days of long service leave for their first ten years of service and then 25 days of long service leave over their next five years of service, a total of 90 days long service leave. If the teacher works 2.5 days per week (0.5 FTE) at the time they commence leave, the teacher would be entitled to take their 90 days of long service leave over 36 weeks.

- (b) Where a teacher has become entitled to long service leave in respect of the teacher's service with an employer, the employer shall give to the teacher and the teacher shall take the leave as soon as practicable, having regard to the needs of the employer, provided always that unless the employer otherwise agrees, the teacher shall give not less than two school terms notice of the teacher's wish to take leave, and further provided that the employer shall give the teacher not less than two school terms notice of any requirement that such leave be taken.
- (c) A teacher may request and be granted up to one weeks leave without pay to be taken in addition to long service leave such that the total period of leave comprises one or more complete school terms.
- (d) Long Service leave will be exclusive of pupil vacation periods adjacent to or within the period of leave. Provided however that in the case only of a teacher who wishes to take a short block of long service leave immediately before or immediately after a pupil vacation period but not in accordance with sub-clause 13.9 (Long Service Leave in Short Blocks) nor in accordance with other diocesan policy on long service leave then the employer may impose that the leave is inclusive of the pupil vacation period adjacent to or within the period of leave.
- (e) Where a teacher is entitled to an amount of long service leave which is in excess of a school term the teacher may elect not to take that part of the long service leave which is in excess of a term (the deferred leave), until such time as the teacher accumulates further entitlements which when taken together with the deferred leave enables long service leave to be taken for a whole term.

13.6 Public Holidays and Long Service Leave

A period of long service leave will be exclusive of a public holiday falling within it.

Notation: A contrary provision applied under previous awards in place from 1 January 1985 until 7 December 2000.

13.7 Service

The service of a teacher with an employer shall be deemed continuous notwithstanding the service has been interrupted by reason of the teacher taking approved leave without pay (including unpaid leave in accordance with clause 12, Parental Leave), but the period during which the service is so interrupted shall not be taken into account in calculating the period of service.

13.8 Payment in Lieu of Long Service Leave

- (a) Where a teacher takes long service leave for an entire school term, the teacher and the employer may agree that, in addition to the long service leave, the teacher be paid an amount in lieu of any additional long service leave accumulated by the teacher, prior to the commencement of the long service leave.
- (b) The maximum payment in lieu of long service leave in paragraph (b) of this subclause, which can be made by the employer, is a payment equivalent to five weeks' salary in lieu of the long service leave.
- (c) Any payment in paragraph (b) of this subclause will be paid by the employer upon the commencement of the teacher's long service leave.
- (d) Where a payment in lieu of long service leave is paid by the employer in accordance with this subclause, a teacher's entitlements to long service leave will be reduced by the extent of such payment.

13.9 Long Service Leave and Leave Without Pay

Where a teacher takes long service leave for an entire school term and the teacher wishes to take the following school term as leave without pay, the employer will ordinarily consent to such arrangement where the teacher has had five years continuous service with that employer. However such leave without pay will ordinarily be approved for terms in the same year.

13.10 Long Service Leave in Short Blocks

An employer may permit a teacher to take long service leave in short blocks (of less than a full term) provided that

- (a) professional obligations are taken into account
- (b) the minimum period of leave is four weeks
- (c) the leave is not taken during the first term
- (d) the leave is granted for one period only within a given school year
- (e) the period of leave is taken within a single term

14. Other Leave

14.1 Bereavement Leave

- (a) A teacher shall on the death of a spouse, father, mother, father-in-law, mother-in-law, grandparent, brother, sister, child, stepchild or grandchild of the teacher be entitled to paid leave up to and including the day of the funeral of such relative. Such leave shall not exceed three school days. A teacher may be required to provide the employer with satisfactory evidence of such death.
- (b) Where a teacher takes bereavement leave in accordance with paragraph (a) of this subclause an employer, in their absolute discretion, may grant the teacher additional leave as leave without pay or leave with pay.
- (c) Where a teacher requests leave to attend a funeral of a person not specified in paragraph (a) the employer in their absolute discretion may grant the teacher leave as leave without pay or bereavement leave with pay.

- (d) Where an employer grants a teacher leave with pay in accordance with paragraphs (b) or (c) of this subclause, such leave will be deducted from the teacher's entitlement to sick leave in accordance with clause 10, Sick Leave.
- (e) Bereavement Leave shall be available to the teacher in respect to the death of a person in relation to whom the teacher could have utilised Personal/Carer's Leave in Clause 11, provided that for the purpose of Bereavement Leave, the teacher need not have been responsible for the care of the person concerned.
- (f) Bereavement Leave may be taken in conjunction with other leave available under subclause 11.4 of Clause 11, Catholic Personal/Carer's Leave. In determining such a request the employer will give consideration to the circumstances of the teacher and the reasonable operational requirements of the business.
- (g) Bereavement Entitlement for Casual Teachers
 - (i) Casual teachers are entitled to not be available to attend work, or to leave work upon the death in Australia of a person in relation to whom the teacher could have utilised Catholic Personal/Carer's Leave in 11.5, provided that for the purpose of this bereavement entitlement, the casual teacher need not have been responsible for the care of the person concerned. A casual teacher must notify the employer as soon as practicable of their intention to access this entitlement and may be required to provide the employer with satisfactory evidence of such death.
 - (ii) The employer and the teacher shall agree on the period for which the teacher will be entitled to not be available to attend work. In the absence of agreement, the teacher is entitled to not be available to attend work for up to 48 hours (i.e. two days) per occasion. The casual teacher is not entitled to any payment for the period of non-attendance.
 - (iii) An employer must not fail to re-engage a casual teacher because the teacher accessed the entitlements provided for in this clause. The rights of an employer to engage or not engage a casual teacher are otherwise not affected.

14.2 Military Reserve Leave

Military Reserve Leave - A teacher who is a member of the Australian Military Reserve or other Australian military forces shall be granted unpaid leave for the purpose of attending any compulsory camp or posting.

14.3 Examination Study Leave

Any teacher who, for the purpose of furthering teacher training, enrolls in any course at a recognised higher education institution, shall be granted leave:

- (a) with pay on the day of any examination required in the course;
- (b) without pay for the purpose of attending any compulsory residential school which is a part of such course.

14.4 Jury Service

- (a) A full time or part-time teacher required to attend for jury service during ordinary working hours shall be provided with paid leave for this purpose. The teacher shall be required to reimburse to the employer any monies payable to the teacher for such attendance (excluding reimbursement of expenses) which required the teacher's absence from school.
- (b) The teacher shall notify the employer as soon as possible of the date upon which he or she is required to attend for jury service. The teacher shall provide to the employer a copy of the summons to attend jury duty and a record of payments received as proof of attendance.

14.5 Short Community Service

Where a teacher's involvement in a community service activity has been approved by the employer after consideration of the needs of the school, a teacher shall be entitled to paid leave of not more than five days in any school year (unless agreed with the employer) for emergency leave for service to the community. Examples of purposes for which such leave may be granted include to work in the State Emergency Service or Volunteer Fire Brigade.

14.6 Overseas Volunteer Programs

- (a) A full-time or part-time teacher shall be entitled to leave without pay to work in a recognised overseas volunteer program in accordance with this sub-clause. Such leave shall normally be granted for one year but may be granted for up to two years if required by the relevant volunteer program and agreed by the employer.
- (b) A teacher is eligible for leave after completion of five years continuous service with the employer. An application for leave shall be accompanied by evidence of approval to work in the scheme and the proposed period of leave.
- (c) Such leave without pay shall not count as service with the employer for the purpose of long service leave.

This sub-clause shall not apply to the Diocese of Wilcannia-Forbes.

15. Termination

15.1 Period of Notice

The employment of any teacher (other than a casual teacher) shall not be terminated without at least four school term weeks notice on either side, or the payment of, or forfeiture of, four weeks' salary in lieu of notice. Provided that such four weeks' notice shall expire within the school term during which it is given and shall expire either:

- (a) at the end of the said school term; or
- (b) at least two weeks before the end of the said school term.

15.2 Summary Dismissal

The foregoing shall not affect the right of the employer to dismiss summarily any teacher for incompetence, misrepresentation, neglect of duty or other misconduct.

15.3 Payment on Termination

A full-time, part-time or temporary teacher shall be entitled on termination of employment to a payment calculated in accordance with this clause which will apply:

- (a) in lieu of the corresponding provisions of the Annual Holidays Act, 1944; and
- (b) notwithstanding any other provisions in this award.

15.4 Calculation of Payments

- (a) A payment made pursuant to this clause to a teacher whose teaching hours have remained constant during the school year in which the termination is effective shall be calculated in accordance with the following formula:

$$\text{Step 1} \quad \frac{A \times B}{C} = D$$

$$\text{Step 2} \quad D - E = F$$

$$\text{Step 3} \quad \frac{F \times G}{2} = H$$

where:

- A = The number of term weeks worked by the teacher since the school service date
- B = The number of non-term weeks in the school year
- C = The number of term weeks in the school year
- D = Result in weeks
- E = The number of non-term weeks worked by the teacher since the school service date
- F = Result in weeks
- G = Teachers current fortnightly salary
- H = Amount Due

- (b) A payment made pursuant to this clause to a teacher whose teaching hours have varied during the course of the school year in which the termination is effective shall be calculated in accordance with the following formula:

$$\text{Step 1} \quad A - B = C$$

$$\text{Step 2} \quad \frac{C \times D}{E} = F$$

$$\text{Step 3} \quad F - B = G$$

where:

- A = Total salary paid to the teacher since the school service date
- B = Salary paid to the teacher in respect of non-terms weeks since the school service date
- C = Salary paid to the teacher in respect of term weeks since the school service date
- D = The total number of non-term weeks in the school year
- E = The total number of term weeks in the school year
- F = Result in dollars
- G = Amount Due

15.5 Statement of Service

Refer to sub-clauses 3.7 and 3.8 of clause 3, Terms of Engagement.

16. Occupational Superannuation (Contribution By Employer)

16.1 Definitions - For the purposes of this clause:

- (a) "Basic earnings" shall mean:
- (i) the minimum annual rate of salary prescribed from time to time for the employee by subclauses 4.1 and 4.7 of clause 4, Salary; and
 - (ii) the amount of any allowance which is prescribed from time to time for the employee by subclauses 4.2 of the clause 4 Salary and clause 5, Promotion Positions of this award; and
 - (iii) the amount of any payment made to the employee pursuant to clause 7 Annual Adjustment of Salary or clause 15, Termination.
- (b) "Employee" means a teacher to whom this award applies.

- (c) "Employer" means the employer of a teacher to whom this award applies.
- (d) "Fund" means:
 - (i) the New South Wales Non-Government Schools Superannuation Fund and the Catholic Superannuation and Retirement Fund; and
 - (ii) any other superannuation fund approved in accordance with the Commonwealth's operational standards for occupational superannuation funds which the employee is eligible to join and which is approved by the employer as a fund into which an employee of that employer may elect to have the employer pay contributions made pursuant to this award in respect of that employee.
- (e) "Casual" means a casual employee as defined in clause 2, Definitions.

16.2 Fund - The New South Wales Non-Government Schools Superannuation Fund shall be made available by each employer to each employee.

16.3 Benefits

- (a) Except as provided in paragraphs (c), (d) and (f) of this subclause, each employer shall, in respect of each employee employed by it, pay contributions into a fund to which the employee is eligible to belong; and, if the employee is eligible to belong to more than one fund, the fund nominated by the employee, at the rate of nine or such other rate as provided by superannuation legislation as amended from time to time.
- (b) Subject to paragraph (f) of this subclause, contributions shall be paid at intervals and in accordance with the procedures and subject to the requirements prescribed by the relevant fund or as trustees of the fund may reasonably determine.
- (c) An employer shall not be required to make contributions pursuant to this award in respect of an employee in respect of a period when that employee is absent from his or her employment without pay.
- (d) Contributions shall commence to be paid:
 - (i) in the case of an employee who was employed at 1 July 1988, from the beginning of the first pay period commencing on or after 1 July 1988; and
 - (ii) in the case of an employee employed after 1 July 1988, from the beginning of the first pay period commencing on or after the employee's date of engagement.

Provided that if the employee had not applied to join a fund within six weeks of 1 July 1988 (in the case of an employee employed at 1 July 1988), or within six weeks of the employee's date of engagement (in the case of an employee who is employed after 1 July 1988), the employer shall commence to pay contributions from the beginning of the next pay period commencing on or after the date on which the employee applies to join a fund.

- (e) The employee shall advise the employer in writing of the employee's application to join a fund pursuant to this award.
- (f) An employer shall make contributions pursuant to this award in respect of:
 - (i) casual employees who earn in excess of \$2,820.00 during their employment with that employer in the course of any year, running from 1 July to the following 30 June (all such casual employees are hereinafter called "qualified employees"); and

- (ii) qualified employees in each ensuing year of employment with that employer.

Such contributions shall be made in respect of all days worked by the employee for the employer during that year and shall be paid by the employer to the relevant fund at the time of issue to the employee of his or her annual group certificate, provided that prior to the immediately preceding 30 June the employee has applied to join a fund.

- (g) Where an employer approves a fund, other than the Non-Government Schools Superannuation Fund, as one to which the employer will pay contributions in respect of its employees or a class or classes such employees, the employer shall notify its employees of such approval and shall, if an employee so requests, provide the employee with a copy of the Trust Deed of such fund and of a letter from the Insurance and Superannuation Commissioner, granting interim or final listing to the fund, at a cost of 80 cents per page of such copies.
- (h) When a new employee commences in employment, the employer shall advise the employee in writing of the employee's entitlements under this award within two weeks of the date of commencement of employment and also of the provisions of paragraph (d) of this subclause in the case of a full-time employee and paragraph (f) of this subclause in the case of a casual employee.

16.4 Transfers between Funds - If an employee is eligible to belong to more than one fund, the employee shall be entitled to notify the employer that the employee wishes the employer to pay contributions in respect of the employee to a new fund, but shall not be entitled to do so within three years after the notification made by the employee pursuant to paragraph (e) of subclause 16.3 of this clause or within three years after the last notification made by the employee pursuant to this clause. The employer shall only be obliged to make such contributions to the new fund where the employer has been advised in writing:

- (a) of the employee's application to join the other fund; and
- (b) that the employee has notified the trustees of the employee's former fund that the employee no longer wishes the contributions which are paid on the employee's behalf to be paid to that fund.

17. Anti-Discrimination

- (a) It is the intention of the parties bound by this award to seek to achieve the object in Section 3(f) of the *Industrial Relations Act 1996* to prevent and eliminate discrimination in the workplace. This includes discrimination on the grounds of race, sex, marital status, disability, homosexuality, transgender identity, age and responsibilities as a carer.
- (b) It follows that in fulfilling their obligations under the dispute resolution procedure prescribed in this award the parties have obligations to ensure that the operation of the provision 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 of operation, has a direct or indirect discriminatory effect.
- (c) Under the *Anti-Discrimination Act 1977*, it is unlawful to victimise an employee who has made or may make or has been involved in a complaint of unlawful discrimination or harassment.
- (d) Nothing in this clause is to be taken to effect:
 - (i) any conduct or act which is specifically exempted from anti-discrimination legislation;
 - (ii) any act or practice of a body established to propagate religion which is exempted under section 56(d) of the *Anti-Discrimination Act 1977*;
 - (iii) a party to this award from pursuing matters of unlawful discrimination.

- (e) This clause does not create legal rights or obligations in addition to those imposed upon the parties by the legislation referred to in this clause.
- (i) Employers and employees may also be subject to Commonwealth Anti-Discrimination legislation.
- (ii) Section 56(d) of the *Anti-Discrimination Act 1977* provides:
- "Nothing in the Act affects any other act or practice of a body established to propagate religion that conforms to the doctrines of that religion or is necessary to avoid injury to the religious susceptibilities of the adherents of that religion."

18. Fair Procedures for Investigating Allegations of Reportable Conduct and Exempt Allegations Pursuant to the *Ombudsman Act 1974*

18.1 Definitions

For the purpose of this clause:

"Child" means a person under the age of 18 years.

"Reportable Conduct" as defined in the *Ombudsman Act 1974* means:

- (a) Any sexual offence, or sexual misconduct, committed against, with or in the presence of a child (including a child pornography offence), or
- (b) Any assault, ill treatment or neglect of a child, or
- (c) any behaviour that causes psychological harm to a child, whether or not, in any case, with the consent of the child.

"Exempt Allegation" means an allegation to which one or more of the exemptions to reportable conduct pursuant to the *Ombudsman Act 1974* applies. These exemptions are:

- (a) conduct that is reasonable for the purpose of the discipline, management or care of children, having regard to the age, maturity, health or other characteristics of the children and to any relevant codes of conduct or professional standards, or
- (b) the use of physical force that, in all the circumstances, is trivial and negligible, but only if the matter is to be investigated and the result of the investigation recorded under workplace employment procedures, or
- (c) conduct of a class or kind exempted from being reportable conduct by the Ombudsman under section 25CA of the *Ombudsman Act 1974*.

"Reportable allegation" means an allegation of reportable conduct against an employee or an allegation of misconduct that may involve reportable conduct.

18.2 Natural Justice to employees in dealing with reportable allegations and exempt allegations

An employee, against whom a reportable allegation or an exempt allegation has been made in the course of employment, is to be informed by his or her employer (or the person delegated by his or her employer to do so) of the reportable allegation or exempt allegation made against them and be given:

- (a) an opportunity to respond to the reportable allegation or exempt allegation; and
- (b) sufficient information to enable them to respond to the matters alleged against him/her. He or she must be given full details unless the Police or other government agency involved in the

investigation of the matters alleged against the employee, have otherwise directed the employer not to do so.

Where an interview is required, the employee shall be advised in advance of the general purpose of any interview relevant to the reportable allegation or exempt allegation the names and positions of persons who will be attending the interview; the right to be advised of an entitlement to be accompanied by a person of the employee's choice (a witness), and sufficient notice of the proposed meeting time to allow such witness to attend. Such witness may be a union representative.

18.3 Access to files

- (a) Such employee is to be informed by his or her employer of the location of any files that the employer holds relating to the employee, concerning a reportable allegation or an exempt allegation made against the employee.
- (b) The employee may, subject to giving reasonable notice, have the right to inspect such files held by the employer.
- (c) The employer may restrict or withhold access to any such file, or part of a file, where the employer has reason to believe that the provision of access would either;
 - (i) compromise or put at risk the welfare or safety of a child who is the alleged victim or subject of the reportable allegation or exempt allegation, or
 - (ii) contravene any statutory provision, or guideline or policy directive of an government authority or agency, in relation to the reporting or investigation, including police criminal investigation, of any reportable allegation or exempt allegations, or
 - (iii) prevent the employer from conducting or completing the investigation or reporting of the details of a reportable allegation or an exempt allegation against an employee, in compliance with any statutory deadline.

18.4 Additional Documentation from Employee

- (a) An employee against whom a reportable allegation or an exempt allegation has been made may submit to his or her employer documentation, in response to the matters alleged against him or her.
- (b) The employer must place such documentation on the file held by the employer concerning the reportable allegation or exempt allegation made against the employee.

18.5 Confidentiality of documents and files

- (a) The employer must implement procedures to safeguard the confidentiality of any file held by the employer concerning any reportable allegation or exempt allegations made against an employee.

19. Suspension

Notwithstanding any of the provisions in this award, an employer may suspend a teacher with or without pay while considering any matter which in the view of the employer could lead to the teacher's summary dismissal. Suspension without pay shall not be implemented by the employer without prior discussion with the teacher and shall not, except with the teacher's consent, exceed a period of four weeks.

20. Disputes Procedure

The objective of these procedures is the avoidance or resolution of industrial disputation, arising under this Award by measures based on consultation, co-operation and negotiation.

- 20.1 Without prejudice to other party, the parties shall ensure the continuation of work in accordance with this award and custom and practice in the schools of the employer.
- 20.2 In the event of any matter arising which is of concern or interest, the teacher shall discuss this matter with the Principal or his or her nominee.
- 20.3 If the matter is not resolved at this level, the teacher may refer this matter to the union representative in the workplace, who will discuss the matter with the Principal or his or her nominee.
- 20.4 If the matter remains unresolved, it shall be referred to the General Secretary of the union or his or her nominee and the senior official or his or her nominee of the Catholic Education Office (or Catholic Schools Office) of the Diocese for discussion and appropriate action. The senior official may request assistance from the Catholic Commission for Employment Relations.
- 20.5 If this matter cannot be resolved at this level it may be referred to the Industrial Relations Commission of New South Wales.
- 20.6 Nothing contained in this procedure shall prevent the General Secretary of the union or his or her nominee or the nominee of the employer from entering into negotiations at any level, either at the request of a member or on his or her own initiative in respect of matters in dispute should such action be considered conducive to achieving resolution of the dispute.

21. No Extra Claims

- 21.1 The union will not make or pursue any extra award claims for improvements in wages or other terms and conditions of employment until 31 December 2008.
- 21.2 The parties agree that the wage increases provided for in this award are in lieu of any improvements in wages provided for under any decision of the Industrial Relations Commission of New South Wales (including any State Wage Case decision) handed down prior to or during the nominal term of this award and until 31 December 2008 and no claim can be made for such increases.

22. Area Incidence and Duration

- 22.1 This award replaces and rescinds the Teachers (Country and Regional Dioceses) (State) Award 2004 published on 17 December 2004, (347 I.G. 750), as varied.
- 22.2 It shall apply to all teachers and teacher-librarians employed in any recognised Catholic school or special school registered under the provisions of the *Education Act* 1990 and operated by one of the Dioceses of Armidale, Bathurst, Lismore, Maitland-Newcastle, Wagga Wagga, Wilcannia-Forbes or Wollongong and all teachers employed in Catholic High School, Griffith.

Provided further that the award shall not apply to the following persons:

- (a) teachers of music or other individual arts who are remunerated on an individual fee basis;
 - (b) members of a recognised religious order and/or Clerks in Holy Orders, and/or Ministers of Religion; provided that application may be made on behalf of any such member to be included within the scope of this award;
 - (c) employees within the jurisdiction of the Independent Schools and Colleges, General Staff &c. (State) Industrial Committee and the Kindergartens &c. (State) Industrial Committee.
 - (d) persons employed in kindergartens, nursery schools or other pre-school centres licensed as child care centres under the Children (Care and Protection) Act 1987.
- 22.3 This award shall take effect from 1 January 2006 and remain in force until 31 December 2008.

PART B**MONETARY RATES****Table 1 - Wage Rates**

Step	ANNUAL SALARY		
	Effective from first pay period on or after 1 January 2006 Steps 1-12 (3%) Step 13 (4.5%) \$	Effective from first pay period on or after 1 January 2007 Steps 1-12 (3%) Step 13 (4.5%) \$	Effective from first pay period on or after 1 January 2008 Steps 1-12 (3%) Step 13 (4%) \$
1	36,936	38,044	39,185
2	40,259	41,467	42,711
3	42,943	44,231	45,558
4	45,167	46,522	47,918
5	47,621	49,050	50,522
6	50,072	51,574	53,121
7	52,527	54,103	55,726
8	54,983	56,632	58,331
9	57,435	59,158	60,933
10	59,888	61,685	63,536
11	62,341	64,211	66,137
12	64,798	66,742	68,744
13	69,334	72,454	75,352

Table 2 - Allowances for Positions of Special Responsibility

Clause No.	Position	ANNUAL ALLOWANCE		
		Effective from first pay period on or after 1 January 2006 (4%*) \$	Effective from first pay period on or after 1 January 2007 (4%*) \$	Effective from first pay period on or after 1 January 2008 (4%*) \$
5.1(a)	Co-ordinator 1	5,582	5,632	5,857
	Co-ordinator 2	11,163	11,263	11,714
	Co-ordinator 3	16,745	16,895	17,571

* Calculated as the required increase in the allowance necessary to provide an increase of 4% in total salary for a teacher on Step 13 holding a Coordinator 2 position; the other allowances are calculated in proportion to the Coordinator 2 allowance.

Table 3-Allowances for Assistant Principal Positions

ANNUAL ALLOWANCE				
Clause No.	Position	Effective from first pay period on or after 1 January 2006 (4%*) \$	Effective from first pay period on or after 1 January 2007 (4%*) \$	Effective from first pay period on or after 1 January 2008 (4%*) \$
5.1(b)	Assistant Principal - Secondary Enrolment in a secondary department at previous year's census date			
	201-300	21,666	22,186	23,074
	301-600	23,897	24,506	25,486
	601-900	26,126	26,824	27,897
	901-1200	28,352	29,139	30,305
	1201+	30,584	31,461	32,720
	Assistant Principal - Primary Enrolment in a Primary Department at previous year's census date			
	101-250	17,522	17,876	18,591
	251-400	19,541	19,976	20,775
	401-600	21,666	22,186	23,074
	601-800	23,897	24,506	25,486
	801 +	26,126	26,824	27,897

* Calculated as the required increase in the allowance necessary to provide an increase of 4% in total salary for a teacher on Step 13 holding the relevant position.

Table 4 - Other Rates

Item	Clause No.	Brief Description	Effective from first pay period on or after 1 January 2006 (4%) \$	Effective from first pay period on or after 1 January 2007 (4%) \$	Effective from first pay period on or after 1 January 2008 (4%) \$
1	4.2(a)	(i) Full-time Teacher teaching classes of children with a disability (ii) Part-time or Casual Teachers teaching classes of children with a disability	2,087 per annum 10.23 per day	2,170 per annum 10.64 per day	2,257 per annum 11.06 per day
2	4.2(b)	Principal Teachers of school for children with a disability for each Teacher supervised	327 per annum per teacher	340 per annum per teacher	354 per annum per teacher
3	4.2(b)	Maximum payment per annum under Item 2	1,696 per annum	1,764 per annum	1,835 per annum
4	4.9	Own car allowance where use authorised by the school	0.60 per km	0.60 per km	0.60 per km

ANNEXURE A

Teacher Classifications and Teacher Librarians.

1. Teacher Classifications

This Annexure contains more detail concerning qualifications equivalent to those specified for classifications in clause 2. Definitions of this award.

- (a) Four Years Trained Teacher includes a teacher with the following equivalent qualifications:
- (i) A teacher who has satisfactorily completed a four years' training course at Sydney Teachers' College and the New South Wales Conservatorium of Music; or
 - (ii) A teacher who has satisfactorily completed a four years' diploma of Art course that incorporates the equivalent of a one year's full-time course in teacher education at a recognised higher education institution; or
 - (iii) A teacher, who in addition to satisfying the requirements for classification as a Three Years Trained Teacher, has satisfactorily completed a two-semester course of training for teacher-librarians conducted by a recognised higher education institution;
 - (iv) A teacher, who in addition to being a graduate, has completed a two-semester course of training for teacher-librarians conducted by a recognised higher education institution;
 - (v) A teacher, who in addition to being a graduate, is eligible for Associate (Professional) Membership of the Library Association of Australia.
- (b) Three Years Trained Teacher includes a teacher with the following equivalent qualifications:
- (i) A Two Years Trained Teacher who, in addition, has satisfactorily completed the two semester course of training for teacher-librarians conducted by a recognised higher education institution; or
 - (ii) A teacher who is a Three Years Conditionally Classified Teacher, who in addition to the qualifications necessary to gain a Three Years Conditionally Classified status, has satisfactorily completed a two-semester course of training for teacher-librarians conducted by a recognised higher education institution; or
 - (iii) A teacher employed as a teacher-librarian who is eligible for Associate (Professional) Membership of the Library Association of Australia, but is not a graduate.
 - (iv) A person employed as a teacher-librarian who is eligible for Associate (Professional) Membership of the Library Association of Australia, but who is not a graduate; or
- (c) Two Years Trained Teacher includes a teacher with the following equivalent qualifications:
- (i) A teacher who is a Two Years Conditionally Classified Teacher who in addition to the qualifications necessary for Two Years Conditionally Classified status, has satisfactorily completed a two-semester course of training for teacher-librarians conducted by a recognised higher education institution; or
 - (ii) A teacher who was classified as a One Year Trained Teacher prior to the introduction of this award and who in addition to the qualifications necessary for that classification, has satisfactorily completed a two-semester course of training for teacher-librarians conducted by a recognised higher education institution

2. Teacher-Librarians

The role description of a teacher-librarian is as follows:

A Teacher Librarian, where appointed in a school, is a member of the school's professional staff and is responsible to the principal for:

- (a) participating in the teaching of information literacy in the context of the total curriculum and
- (b) assisting in the management of the school's information resources and services to facilitate learning/teaching.

This framework for the role of the Teacher Librarian is necessarily broad and recognises that each role is significantly shaped by local needs and circumstances. It aims to identify the key accountabilities in the role but does not seek to nominate specific strategies for their implementation. It is the responsibility of each Principal to identify and document these for a given school.

The Role Description Which Is Developed At Each School Should:

- promote the role of Teacher Librarian within the school
- facilitate effective and valid appraisal
- assist in establishing a professional development agenda for the Teacher Librarian

Key Accountabilities

Within The School. The Teacher Librarian Is Expected To

- show a commitment to the Church's mission in Catholic education
- have a professional involvement in the learning and teaching program of the school by collaborating with teachers in curriculum development, implementation and development
- initiate and co-operate in programs to ensure students become discerning users of information to enable them to achieve the learning outcomes specified in the school's education programs
- play a role in the whole schools information technology program
- provide experiences to encourage reading, literacy, and information usage
- develop, organise and manage information resources which meet the educational, cultural and recreational needs of students and the professional needs of teachers
- facilitate access to external sources of information
- take responsibility for library management
- participate in activities which support the development of the school community

ANNEXURE B

PORTABILITY

Part to be completed by teacher:

Name of Teacher:

Name of former Catholic Employer:

I, _____ was formerly employed by _____
(Name of teacher) (Name of former Catholic employer)

as a teacher from _____ to _____
Date Date

I commenced as a teacher with _____ on _____
Date Date

Signature Date

Part to be completed by former Catholic Employer:

_____ was employed by the employer as a teacher
(Name of teacher)

and ceased work on _____
(Date)

At that time, untaken sick leave with the employer over the proceeding _____ years of continuous service is as follows:

_____ (Date)

SET OUT RECORD

e.g:

Last year of employment	Sick Days
Year 2 accumulation	Sick Days
Year 3 accumulation	Sick Days
Year 4 accumulation	Sick Days
Year 5 accumulation	Sick Days
Year 6 accumulation	Sick Days

Employer Date

ANNEXURE C**DIOCESE OF LISMORE**

The provisions of this Annexure shall apply and relate only to the Diocese of Lismore

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1. Philosophical Statement

The Central tenet of Diocesan practice is the recognition of the importance of the Parish. Local faith communities generally mediate the Church to most people.

Therefore Diocesan Policy encourages Parish ownership of an responsibility for pastoral endeavours. This especially applies to the schools of the Diocese. The role of the Diocesan Education Board and the Director of Catholic Schools is to enable and support the local school in achieving its objectives in partnership with Parish authorities, in particular the clergy.

The Lismore Diocesan Schools System is unique in New South Wales and probably throughout Australia in its emphasis on the principle of subsidiary and the decentralisation of decision making.

2. Travelling Expenses

Where the use of an employee's own vehicle is required in connection with employment, other than for journeys between home and place of employment, the teacher shall be paid an allowance of 44c per kilometre.

3. Promotion Positions

The following provisions will apply in the Diocese of Lismore instead of the provisions of Clause 5, Promotion Positions.

3.1 Definitions

(a) Co-ordinator 1

A "Co-ordinator 1" means a teacher appointed to be responsible for or assist another Co-ordinator in:

- (i) an area of curriculum; and/or
- (ii) pastoral care; and/or
- (iii) other duties as determined by the Principal.

(b) Co-ordinator 2

A "Co-ordinator 2" means a teacher appointed to be responsible for:

- (i) co-ordination of the program of work area(s) or curriculum; and/or

- (ii) co-ordination of pastoral care or other programs; and/or
 - (iii) other duties as determined by the Principal.
- (c) Co-ordinator 3

A "Co-ordinator 3" means a teacher appointed to be responsible for:

- (i) the co-ordination of area(s) of curriculum and/or pastoral care or any program(s) as determined by the Principal; and/or
- (ii) the support and supervision of those responsible for the co-ordination of subject areas; and/or
- (iii) other duties as determined by the Principal.

3.2 Points Table

- (a) The position of Assistant Principal shall be appointed where the enrolment at the previous year's census date in a Secondary School exceeds 200 students or in a Primary School where the enrolment at the previous year's census date exceeds 100 students.
- (b) The minimum number of promotion points in a secondary school shall be determined in accordance with the following table:

Secondary Enrolments at Previous Year's Census Date	Co-ordinator Points		Total
	General	Learning Technologies	
1-200	4	-	4
201-300	6	-	6
301-350	11	-	11
351-400	12	-	12
401-450	13	-	13
451-500	15	-	15
501-550	17	-	17
551-600	18	-	18
601-700	19	-	19
701-800	25	2	27
801-900	28	2	30
901-1000	30	2	32
1001-1200	32	2	34
1201-1400	34	2	36
1401-1600	36	2	38

The number of Co-ordinators required to be appointed shall be calculated by allowing one point for each Co-ordinator 1, two points for each Co-ordinator 2 and three points for each Co-ordinator 3

- (c) The minimum number of promotions points in a primary school shall be determined in accordance with the following table:

Primary Enrolments at Previous Year's Census Date	Co-ordinator Points		Total
	General	Learning Technologies	
1-100	2	-	
101-200	2	-	

201-250	3	-	3
251-300	4	-	4
301-400	4	-	4
401-500	6	-	6
501-600	6	-	6
601-700	8	1	9
700+	8	2	10

The number of Co-ordinators required to be appointed shall be calculated by allowing one point for each Co-ordinator 1, two points for each Co-ordinator 2 and three points for each Co-ordinator 3.

3.3 Religious Education Co-ordinator

The above points table includes the position of Religious Education Co-ordinator. In general, any Co-ordinator Position within a school will not attract more points than the Religious Education Co-ordinator position.

3.4 Appointment and Induction

- (a) All appointments will be made on the basis of merit and suitability and in accordance with documented diocesan selection and appointment procedures and will normally and appropriately be advertised. The advertisement will be accompanied by a role description for the position.
- (b) Each teacher in a promotion position will receive a letter of appointment to this position which will set out the duties to be performed by the teacher in the school and the period of appointment.
- (c) Each teacher appointed to a promotion position will be inducted into that position, in accordance with Diocesan policy, and will be informed of professional expectation and duties. The Catholic Education Office, Lismore and the IEU agree to discuss induction of Co-ordinators in the context of this agreement with a view to arriving at agreed minimum procedures.
- (d) Appointment Requirements

Appointment to Co-ordinator 2 and 3 positions will not normally be made unless the teacher is classified as Step 7 on the salary scale.

Appointment to Co-ordinator 1 positions will not be dependent on classification.

3.5 Length of Appointment

- (a) Appointment to Co-ordinator 2 and 3 positions will normally be for three years. Any appointment made within the three year cycle will be appointed for the balance of the cycle.
- (b) Appointment to Co-ordinator 1 positions will be for one or three years, however any appointment must conclude at the end of the three-year cycle.
- (c) At the end of the above periods the position will be re-advertised in accordance with subclause 3.4 of this Annexure.
- (d) A teacher who is required to act in a promotion position for a least ten consecutive school days shall be paid the appropriate Co-ordinator Allowance.

3.6 Performance Review

- (a) Each teacher in a promotion position will participate in an ongoing performance review process with either the Principal or the Principal's delegate according to procedures to be agreed between the Diocese and the IEU. Once in each period of appointment a broader based performance review will take place. This will involve self-appraisal, consultation with executive and a formal review report.
- (b) Where there are significant areas of concern in the performance in a role, a clearly documented development plan with an agreed time line will be initiated as the first stage of a grievance procedure.
- (c) The above procedures will not prevent a Principal in consultation with the Director of Schools instituting, during a period of appointment a grievance procedure for an appointee whose performance is considered sufficiently unsatisfactory to warrant such action.

3.7 Allocation of Points

- (a) The number of co-ordinator points allocated to a school will be based on the anticipated enrolment of the school at the commencement of the three year cycle.
- (b) Principals will consult with staff to determine the best distribution of available points.
- (c) In general, adjustment of co-ordinator points downwards will not occur during the three (3) year cycle. Normally where a school moves into a new enrolment band appointment will be made for the balance of the three (3) year cycle.

3.8 Secondary Schools Allocation of Points

The following principles will apply for the distribution of points in a secondary school:

- (a) Co-ordinator points will be allocated wherever practicable to Key Learning Areas.
- (b) Core subjects, including Religious Education, English, Mathematics and Science will have separate co-ordination. Co-ordination of other KLA's will be determined on the basis of need and extent of responsibility.
- (c) Larger KLA's such as Human Society and Its Environment and Technology and Applied Studies may be co-ordinated as a whole or may be broken up into individual subject areas according to the needs of the school.

4. Duties of Teachers

The following provisions shall apply in the Diocese of Lismore instead of the provisions of subclause 3.3 of clause 3, Terms of Engagement of the Award:

The normal duties of teachers in addition to teaching, preparation and assessment and reporting shall include supervision duties, sports related duties, pastoral care, attendance at staff meetings, parent/teacher meetings and the usual extra curricular activities of a school.

5. Study Leave

In the Diocese of Lismore the following Clause will apply in addition to the provisions of paragraph (b) of subclause 14.3 of clause 14, Other Leave.

A teacher who is undertaking a course of study relevant to the teaching profession shall be entitled to three days' paid leave per year to attend compulsory residential schools associated with the course. The teacher must make application supported by documentation, to the Principal.

6. Professional Development

In the Diocese of Lismore the following provision will apply in addition to clause 3.5, Teacher Skill Development:

The parties recognise that teachers, as professionals, have an ongoing need to participate in professional development to meet the demands caused by changes in curriculum, Diocesan policy and in the community's expectations of schools.

While teachers will be withdrawn and/or replaced where necessary, the rate of change may necessitate teachers taking part in professional and personal development in other than face to face school hours.

7. Flexibility in School Day

7.1 The parties are committed to the principle of flexibility in the timing and length of the school day to meet changing curriculum requirements and student needs.

7.2 A process of consultation and communication with teachers, parents and students should be carried out before change is introduced.

8. Grievance Procedures

8.1 Introduction

There is a continuing need in each school for appraisal and evaluation at all levels to ensure that the educational aims of the school are being achieved.

Deficiencies in teacher performance need to be identified early. Action to overcome such deficiencies should be taken as soon as possible.

In all such cases, the Principal, assisted as appropriate by senior member of staff, should help the teacher identify the problem and develop effective strategies for a resolution of the difficulty with a reasonable period of time.

Formal grievance procedures do not replace normal practice in schools for resolving day to day matters. They only come into operation when the normal practice fails.

In dealing with disciplinary situations, Principals should, wherever practicable, follow these procedures, in the interest of justice and fairness to the Diocese, its schools and their staffs, as well as in the interest of efficiency and consistency in management.

8.2 The School

Both the Catholic Education Office and the Independent Education Union will encourage Principals and teachers to initially discuss perceived problems at a school level.

Any such problem which is discussed within the school may again become relevant where the problem continues to exist or where further problems develop.

It is not necessary in the school context for all problems to be brought to the teacher's attention in writing.

Where a Principal seeks to interview a teacher in relation to a problem, the teacher is free to be accompanied by another teacher of his/her choice from the staff of the school. The Principal is also free to have a witness. In any such interview the Principal will inform the teacher of the nature of the problem.

Where a problem has been brought to the Principal's attention on a written complaint from parents, pupils or other staff members the teacher must be allowed to view the complaint.

At any interview the Principal will inform the teacher of the area(s) of his/her performance that is/are causing concern. The teacher must be given ample opportunity to respond.

It is anticipated that the interview would be conducted in an open and frank manner. During the interview both parties should strive to find a satisfactory solution to the problem. This should include each party examining the problem area(s) with a view to establishing strategies or practices to eliminate the problem. The Principal is encouraged to offer any assistance that is possible to help the teacher overcome the problem. Similarly the teacher is encouraged to indicate any assistance that he/she would like to counter the problem.

The Principal would normally write to the teacher confirming the outcome of the interview. This may include any specific instructions given to the teacher by the Principal as well as any strategies to assist the teacher to overcome the problem and the period of time in which those strategies are expected to lead to a resolution.

8.3 The Catholic Education Office

The Director of Schools will become involved if it is the Principal's view that sufficient improvement in performance has not occurred OR where the problem is so immediate and serious that the procedure above cannot be applied.

The Director (or his nominee) will make arrangements to meet with the teacher. The advice will normally be in writing and will indicate the time and place of the interview, the nature of the matters to be discussed and who may be expected to be present.

The teacher may choose to inform the Independent Education Union of the interview. The Independent Education Union will inform the Catholic Education Office of such a choice.

Both parties may wish to have a witness present. The teacher may be accompanied at such interview by another teacher of his/her choice from the staff of the school who may be the Independent Education Union Chapter Representative or by an Independent Education Union Officer.

Any person at the interview is free to take notes.

During this interview the teacher will be informed of the nature of the problem referred by the Principal. The teacher will be given an opportunity to respond. Again possible solutions to the problem should be discussed. The teacher must be advised of the consequences of his/her action if the areas of concern are not eliminated.

As soon as practicable after the interview the teacher will be informed in writing of the appropriate action to be taken or of the current position of the teacher's employment. This may include the following:

- (a) there is a need for improvement in the teacher's performance and the matter will be reviewed at a later date; OR
- (b) there are specific matters which have caused concern and that any re-occurrence of those matters may result in further action being taken by the employer; OR
- (c) steps will be taken to make available to the teacher appropriate advisory or counselling services; OR
- (d) the teacher is to be disciplined and the nature of such disciplinary action; OR

- (e) such other steps as regarded appropriate by the employer are to be taken.

Where the teacher is advised that his/her performance is to be reviewed at a later date the Director or representative will inform the teacher in writing of aspects of the review which should include:

- (a) the aspects of the teacher's performance to be reviewed and the nature of the improvement required;
- (b) the method that will be used to conduct the review;
- (c) the name(s) of the person(s) who will conduct the review;
- (d) the approximate time(s) at which the review will be carried out;
- (e) the nature of any special assistance that will be made available to the teacher during the course of the review;
- (f) any other matter deemed appropriate.

During the review period changes to the above procedures may occur by mutual agreement.

At the end of the period of review as mentioned in (d) above, the teacher will be advised in writing that:

- (a) the process of review has been completed and that the required improvement in the teacher's performance has been achieved; or
- (b) the process of review is to be extended; or
- (c) the process of review has been completed and that the required improvement in the teacher's performance has not been achieved; or
- (d) other steps as regarded appropriate will be taken.

8.4 Confidentiality

Every endeavour should be made to keep the issue confined within the particular school as much as possible in order to ensure that the dignity of the teacher(s), the school and its personnel is maintained at all times.

F. L. WRIGHT *J, President.*

(008)

SERIAL C4300**OPERATIONAL AMBULANCE OFFICERS (STATE) AWARD**

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

Application by Health Services, industrial organisation of employees.

(No. IRC 6392 of 2005)

Before The Honourable Justice Boland

16 December 2005

AWARD**PART A****1. Title**

This Award shall be known as the "Operational Ambulance Officers (State) Award".

2. Arrangement

PART A

Clause No.	Subject Matter
1.	Title
2.	Arrangement
3.	Objects
4.	Definitions
5.	Classifications
6.	Employees Duties
7.	Work Arrangements
8.	Wages
9.	Allowances and Classification Arrangements
10.	Hours of Duty
11.	Roster of Hours
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PART B

MONETARY RATES

Tables 1 - Wages

Table 2 - Operations Centre Staff - Wages

Table 3 - Allowances

Table 4 - Additional Allowances Uniformed Operations
Centre Staff

SCHEDULES

Schedule A - Payment of Shift Penalties and Other Work
Related Allowances whilst subject to
Misconduct/Disciplinary Inquiries (Policy Directive
2005_095)

Schedule B - Personal/Carer's Leave, Family and Community
Service Leave (Policy Directive 2005_431)

Schedule C - Study Leave (Instructional Circular 96/4)

Schedule D - Paid Trade Union Leave (Policy Directive
2005_428)

Schedule E - Rental and Management Aspects of Public
Sector Housing (Policy Directive 2005_089)

3. Objects

- (a) The parties seek to achieve excellence in the provision of ambulance services for New South Wales through an efficient and effective pre-hospital emergency care and health related transport system.
- (b) Over the past few years there have been many changes to traditional working arrangements and traditional job classifications. Many of the changes have led to modified and improved work practices which have enabled the Service to become an even more efficient and effective Ambulance Service for the people of New South Wales.
- (c) This Award is designed to further improve work practices by implementing changes to work arrangements and classifications.

- (d) In recognising the need for change this Award will ensure an ongoing viability and improvement in the delivery of pre-hospital care and health related transport and in doing so will greatly increase employee satisfaction through a greater range, scope and flexibility of work.
- (e) The parties are committed to achieving healthier and safer jobs via work place changes and agree that this can be achieved in tandem with improved efficiency and productivity. The parties intend that this will be accomplished by establishing a comprehensive and cooperative approach to the management of occupational health and safety issues which aims to:
 - (i) Control hazards at their source;
 - (ii) Reduce the incidence and cost of occupational injury and illness;
 - (iii) Review work and management practices affecting the interrelationship between efficiency, productivity and health and safety; and
 - (iv) Provide a rehabilitation system for staff affected by work related injury or work related illness.
 - (v) The parties shall discuss procedures to be adopted where uniforms are contaminated in the course of employment in line with Occupational Health and Safety guidelines.

4. Definitions

"Day Worker" means an employee who works his or her ordinary hours from Monday to Friday inclusive and who commences work on such days between 6:00 am and 10:00 am inclusive.

"Shift Worker" means an employee who is not a day worker as defined.

"Corporation" means the Health Administration Corporation.

"The Service" means the Ambulance Service of New South Wales.

"Union" means the Health Services Union.

"Officer and/or Operational Ambulance Officer" means an employee of the Service who is employed pursuant to this Award.

"Employee" means an Officer and/or Operational Ambulance Officer of the Service who is employed pursuant to this Award.

"Service" means continuous service with one or more District Committees prior to 13 April 1973, and continuous service as a servant of the New South Wales Ambulance Board on and from 13 April 1973, and continuous service as a servant of the Health Commission on and from 1 January 1977 and continuous service as a servant of the Health Administration Corporation on and from 17 August 1982.

The "Working Week" for the purpose of this Award, shall commence on Saturday and finish on Friday.

"Modified Hours Roster" means any roster which arranges the hours of duty of full time employees in a format other than on an eight (8) hours per shift basis.

5. Classifications

"Trainee Patient Transport Officer" means an employee who is required to undertake and successfully complete the requirements for appointment to a Patient Transport Officer position identified as such by the Service.

This category of employee will be involved in routine and non-emergency patient transport utilising basic life support skills. Inter alia this category of employee will receive training and certification by the Service in Occupational Health and Safety, Ambulance First Aid, Driver Training, Patient Handling, Oxygen administration, Equal Employment Opportunity, Anti Discrimination and Anti Harassment.

Commensurate with the duties outlined the Service shall determine the level of training and the parties shall consult, monitor and review the operation of this classification over the life of the Award.

"Patient Transport Officer" means an employee who has successfully completed the requirements as set out for Trainee Patient Transport Officer and who is appointed to a Patient Transport Officer position identified as such by the Service.

This category of employee will be involved in routine and non-emergency patient transport utilising basic life support skills. This category of employee will not be utilised to crew Ambulances engaged in emergency/casualty response.

Provided that such an officer shall be required to undertake and successfully complete further instruction/in service courses and certification examinations as required by the Service every two (2) years.

The parties agree that this classification will remain a source of alternative duties for injured officers requiring rehabilitation as a result of a workplace injury.

"Trainee Ambulance Operations Centre Officer" means an employee who is required to undertake and successfully complete the requirements for appointment to an Ambulance Operations Centre Officer position identified as such by the Service.

This category of employee will be involved in the dispatch and movement of emergency and non-emergency ambulances utilising the Service's Computer Aided Dispatch and Telecommunication systems. Inter alia this category of employee will receive training and certification by the Service in Occupational Health and Safety, Ambulance First Aid, Medical Terminology, Computer Aided Dispatch and Telecommunications Systems, Computer mapping, emergency vehicle movement coordination, Equal Employment Opportunity, Anti Discrimination and Anti Harassment.

Ambulance Officer Grade 1, Ambulance Officer Grade 2, Station Officer Grade 1, Station Officer Grade 2 and District Officers are to be paid in addition to their current wage, the Operations Centre Allowance as set out in Item 2 of Table 4 - Additional Allowances, of Part B, Monetary Rates.

"Ambulance Operations Centre Officer" means an employee who has successfully completed the requirements as set out for Trainee Ambulance Operations Centre Officer and who is appointed to an Ambulance Operations Centre Officer position identified as such by the Service.

This category of employee will be involved in the dispatch and movement of emergency and non-emergency ambulances utilising the Service's Computer Aided Dispatch and Telecommunication systems.

Provided that such an officer shall be required to undertake and successfully complete further instruction/in service courses and certification examinations as required by the Service every two (2) years.

Ambulance Officer Grade 1, Ambulance Officer Grade 2, Station Officer Grade 1, Station Officer Grade 2 and District Officers are to be paid in addition to their current wage, the Operations Centre Allowance as set out in Item 2 of Table 4 - Additional Allowances, of Part B, Monetary Rates.

Ambulance Officer Grade 1, Ambulance Officer Grade 2, Station Officer Grade 1, Station Officer Grade 2 and District Officers who are permanently appointed to positions of Ambulance Operations Centre Officer are to be paid the wage applicable for an Ambulance Officer as set out in Table 2 - Operations Centre Staff - Wages, of the said Part B, up to the maximum rate applicable for Ambulance Officer Grade 2 Year 7 and are to be paid, in addition to their wages and allowances, the Operation Centre Allowance as set out in the said Item 2.

The parties agree that this classification will remain a source of alternative duties for injured officers requiring short term rehabilitation as a result of a workplace injury in which case they will need to be provided with training and successfully complete the requirements set out for a Trainee Ambulance Operations Centre Officer.

"Duty Operations Centre Officer" (Station Officer Grade 2 epaulet of two (2) stars) means an employee who has successfully completed the requirements as set out for Ambulance Officer Grade 2 and who has

successfully completed the requirements for and is appointed to a Duty Operations Centre Officer position identified as such by the Service.

This category of employee will be involved in the dispatch and movement of emergency and non-emergency ambulances utilising the Service's Computer Aided Dispatch and Telecommunication systems utilising management skills.

This category of employee will be required to give advice regarding emergency and non-emergency ambulance care and may be required to be involved in emergency and routine patient transport utilising management skills in addition to emergency and basic life support skills.

Provided that such an officer shall be required to undertake and successfully complete further instruction/in service courses and certification examinations as required by the Service every two (2) years.

"Senior Operations Centre Officer" (District Officer epaulet of three (3) stars) means an employee who has successfully completed the requirements as set out for Ambulance Officer Grade 2 and who has successfully completed the requirements for and is appointed to a Senior Operations Centre Officer position identified as such by the Service.

This category of employee will be involved in the dispatch and movement of emergency and non-emergency ambulances utilising the Service's Computer Aided Dispatch and Telecommunication systems utilising management skills.

This category of employee will be required to give advice regarding emergency and non-emergency ambulance care and may be required to be involved in emergency and routine patient transport utilising management skills in addition to emergency and basic life support skills.

Provided that such an officer shall be required to undertake and successfully complete further instruction/in service courses and certification examinations as required by the Service every two (2) years.

"Trainee Ambulance Officer" means an employee who, during his or her first year of Service who is required to undertake and successfully complete the requirements for appointment to an Ambulance Officer position identified as such by the Service during this period.

This category of employee will be involved in emergency and routine patient transport as a second officer utilising emergency and basic life support skills. Inter alia, this category of employee will receive training and certification in Emergency Ambulance Care, Protocols, Procedures and Pharmacology, Anatomy and Physiology, Patient Handling, Occupational Health and Safety, Equal Employment Opportunity, Anti-Discrimination, Anti-Harassment and Driver Training.

"Ambulance Officer - Grade 1" means an employee who, during his or her second third year of Service, is required to undertake and successfully complete the requirements for appointment as an Ambulance Officer Grade 2 during this period at a time determined by the Service.

"Ambulance Officer - Grade 2" means an employee who has successfully completed the requirements as set out for Ambulance Officer Grade 1 and who is in his or her fourth or subsequent years of service and who is appointed to an Ambulance Officer position identified as such by the Service.

Provided that such an officer shall be required to undertake and successfully complete further instruction/in-service courses and certification examinations as required by the Service every two (2) years.

"Station Officer Grade 1" (epaulet of one (1) star) means an employee who has successfully completed the requirements as set out for Ambulance Officer Grade 2 and who has successfully completed the requirements for and is appointed to a Station Officer Grade 1 position identified as such by the Service.

Provided that such an officer shall be required to undertake and successfully complete further instruction/in service courses and certification examinations as required by the Service every two (2) years.

"Station Officer Grade 2" (epaulet of two (2) stars) means an employee who has successfully completed the requirements as set out for Ambulance Officer Grade 2 and who has successfully completed the requirements for and is appointed to a Station Officer Grade 2 position identified as such by the Service.

Provided that such an officer shall be required to undertake and successfully complete further instruction/in service courses and certification examinations as required by the Service every two (2) years.

"District Officer" (epaulet of three (3) stars) means an employee who has successfully completed the requirements as set out for Ambulance Officer Grade 2 and who has successfully completed the requirements for and is appointed to a District Officer position identified as such by the Service.

Provided that such an officer shall be required to undertake and successfully complete further instruction/in service courses and certification examinations as required by the Service every two (2) years.

"Aeromedical Operations Officer" means an employee who has successfully completed the requirements for and is appointed to an Aeromedical Operations Officer position identified as such by the Service.

Provided that such an employee shall be required to undertake and successfully complete further instruction/in courses and certification examinations as required by the Service every two (2) years.

"Ambulance Technical Educator" (Station Officer Grade 2 epaulet of two (2) stars) means an employee who has successfully completed the requirements as set out for Ambulance Officer Grade 2 and who has successfully completed the requirements for and is appointed to an Ambulance Technical Educator position identified as such by the Service.

This category of employee will be principally involved in the practical education of employees utilising educational and management skills.

This category of employee will be required to give advice regarding advanced emergency, non-emergency and specialist ambulance care and may be required to be involved in emergency and routine patient transport utilising educational, management and specialist skills in addition to advanced emergency and basic life support skills.

Provided that such an employee shall be required to undertake and successfully complete further instruction/in service courses and certification examinations as required by the Service every two (2) years.

"Ambulance Clinical Educator" (District Officer epaulet of three (3) stars) means an employee who has successfully completed the requirements for and is appointed to an Ambulance Clinical Educator position identified as such by the Service.

This category of employee will be principally involved in the theoretical and clinical education of employees utilising advanced educational and management skills.

This category of employee will be required to give advice regarding curriculum, adult education and distance education and will be required to give advice to employees regarding course content, course progression and learning techniques.

Provided that such an employee shall be required to undertake and successfully complete further instruction/in service courses as required by the Service.

"Specialist" means an employee who has successfully completed the requirements for and is appointed by the Service to an identified Specialist position of Special Casualty Access Team (SCAT), Rescue and/or other specialties as agreed between the parties.

Provided that such an employee shall be required to undertake and successfully complete further instruction/in service courses and certification examinations as required by the Service every two (2) years.

The allowance as set out in Item 1 of Table 3 - Allowances, of Part B, Monetary Rates, shall be regarded as part of the salary for all purposes of this Award.

"Advanced Life Support Officer" means an employee who has successfully completed the requirements for an Advanced Life Support Officer position.

The allowance as set out in Item 10 of Table 3 - Allowances, of Part B, Monetary Rates shall be regarded as part of the salary for all purposes of this Award.

Provided that such an employee shall be required to undertake and successfully complete further instruction/in service courses and certification examinations as required by the Service every two (2) years.

"Paramedic Officer" means an employee who has successfully completed the requirements for a Paramedic position.

The allowance as set out in Item 2 of Table 3 - Allowances, of Part B, Monetary Rates shall be regarded as part of the salary for all purposes of this Award.

Provided that such an employee shall be required to undertake and successfully complete further instruction/in service courses and certification examinations as required by the Service every two (2) years.

"Operations Centre (stand-by) Allowance" means the allowance paid to an Ambulance Officer Grade 1, Ambulance Officer Grade 2, Station Officer Grade 1, Station Officer Grade 2 and/or District Officer, who may be reasonably required by the Service to undertake the duties of an Ambulance Operations Centre Officer, Duty Operations Centre Officer and/or a Senior Operations Centre Officer.

The allowance as set out in Item 1 of Table 4 - Additional Allowances, of Part B, Monetary Rates shall be regarded as part of the salary for all purposes of this Award.

"Rescue (stand-by) Allowance" means the allowance paid to an Ambulance Officer Grade 1, Ambulance Officer Grade 2, Station Officer Grade 1, Station Officer Grade 2 and/or District Officer who may be reasonably required by the Service to be rostered to an accredited Ambulance Rescue Unit.

The allowance as set out in Item 11 of Table 3 - Allowances, of Part B, Monetary Rates shall be regarded as part of the salary for all purposes of this Award.

6. Employees' Duties

- (a) The Service may direct an employee to carry out such duties as are reasonable, and within the limits of the employee's skills, competence and training consistent with the employee's classification, provided that such duties are not designed to promote de-skilling.
- (b) The Service may direct an employee to carry out such duties and use such tools and equipment as may be required, provided that the employee has been properly trained and is currently certified in the use of such tools and equipment.
- (c) Any direction issued by the Service pursuant to subclause (a) and (b) of this clause shall be consistent with the Service's responsibilities to provide a safe and healthy working environment.
- (d) The application of subclause (a) of this clause shall be undertaken in a fair, reasonable and sensible manner.

7. Work Arrangements

- (a) In order to develop a more efficient and effective Ambulance Service additional classifications have been introduced in order to achieve a more generic, flexible structure which enhances greater efficiency in the allocation of employees to various tasks.
- (b)
 - (i) It is the aim of the parties that position descriptions be developed for all classifications under this Award.

- (ii) The parties agree that the development of the position descriptions will be the subject of genuine consultation between the Service and the Union.
- (c) Work will be performed by the most efficient means. To achieve this, the Service will deploy skills based on operational needs.
- (d) The parties agree that there will be no forced transfers as a result of the implementation of subclause (c) of this clause.
- (e) Any proposal that will significantly affect employees, covered by the Union will be the subject of genuine consultation between the parties.

8. Wages

- (a) Employees shall not be paid less than the minimum wages for their classification as set out in Table 1 - Wages and Table 2 - Operations Centre Staff - Wages, of Part B, Monetary Rates.
- (b) Following consultation between the Corporation, the Service and the Union on remuneration levels having regard to skills and educational requirements determined by the Service, the Union may seek to have the Industrial Relations Commission of New South Wales arbitrate on increased remuneration for Officers who hold a degree claimed to be relevant and necessary for their duties.
- (c)
 - (1) **Salary Sacrifice to Superannuation"**

Notwithstanding the salaries prescribed in Table 1 - Wages and Table 2 - Operations Centre Staff - Wages of Part B, Monetary Rates of the Operational Ambulance Officers (State) Award as varied from time to time, an employee may elect, subject to the agreement of the employee's employer, to sacrifice a portion of the salary payable under this clause to additional employer superannuation contributions. Such election must be made prior to the commencement of the period of service to which the earnings relate. The amount sacrificed must not exceed fifty (50) per cent of the salary payable under this clause or fifty (50) per cent of the currently applicable superannuable salary, whichever is the lesser.

In this clause:

- (a) "Superannuable salary" means the employee's salary as notified from time to time to the New South Wales public sector superannuation trustee corporations.
 - (b) "Employer" shall mean the Health Administration Corporation of New South Wales.
- (2) Where the employee has elected to sacrifice a portion of that payable salary to additional employer superannuation contributions:
- (a) Subject to Australian Taxation Law, the sacrificed portion of salary will reduce the salary subject to appropriate PAYE taxation deductions by the amount of that sacrificed portion; and
 - (b) Any allowance, penalty rate, overtime, payment for unused leave entitlements, weekly worker's compensation, or other payment, other than any payment for leave taken in service, to which an employee is entitled under this Award or any applicable Award, Act, or Statute which is expressed to be determined by reference to an employee's salary, shall be calculated by reference to the salary which would have applied to the employee under this Award in the absence of any salary sacrifice to superannuation made under this Award.

- (3) The employee may elect to have the portion of payable salary which is sacrificed to additional employer superannuation contributions.
 - (a) Paid into the superannuation scheme established under the *First State Superannuation Act* 1992 as optional employer contributions; or
 - (b) Subject to the employer's agreement, paid into private sector complying superannuation scheme as employer superannuation contributions.
- (4) Where an employee elects to salary sacrifice in terms of subclause (3) above, the employer will pay the sacrificed amount into the relevant superannuation fund.
- (5) Where the employee is a member of a superannuation scheme established under:
 - (a) The *Police Regulation (Superannuation) Act*, 1906;
 - (b) The *Superannuation Act*, 1916;
 - (c) The *State Authorities Superannuation Act*, 1987;
 - (d) The *State Authorities Non-contributory Superannuation Act*, 1987; or
 - (e) The *First State Superannuation Act*, 1992.

The employee's employer must ensure that the amount of any additional employer superannuation contributions specified in subclause (1) above is included in the employee's superannuable salary which is notified to the New South Wales public sector superannuation trustee corporations

- (6) Where, prior to electing to sacrifice a portion of his/her salary to superannuation, an employee had entered into an agreement with his/her employer to have superannuation contributions made to a superannuation fund other than a fund established under legislation listed in subclause (5) above, the employer will continue to base contributions to that fund on the salary payable under this clause to the same extent as applied before the employee sacrificed portion of that salary to superannuation. This clause applies even though the superannuation contributions made by the employer may be in excess of the superannuation guarantee requirements after the salary sacrifice is implemented.

9. Allowance and Classification Arrangements

- (a) An employee to whom an allowance is paid will cease to have an entitlement to such payment if the employee:
 - (i) Fails to successfully complete further instruction/in service courses and/or certification examinations as required by the Service every two (2) years or;
 - (ii) Elects not to undertake further instruction/in service courses and/or certification examinations as required by the Service every two (2) years.
- (b) Payment of shift penalties and other work related allowances or payments to employees subject to misconduct/disciplinary inquiries will be made on the terms and conditions prescribed by the Corporation's Policy Directive 2005_095 (refer to Schedule A - Payment of Shift Penalties and Other Work Related Allowances whilst subject to Misconduct/Disciplinary Inquiries).

10. Hours of Duty

- (a)
- (i) The ordinary hours of duty shall be an average of 38 per week, to be worked in shifts of eight hours duration on no more than 19 days per 28 day period unless otherwise agreed between the parties.
- Shift workers shall be free from duty for not less than two full days in each working week or four full days in each two working weeks, unless otherwise agreed between the parties.
- (ii) Where the parties agree to work being performed on a modified hours roster the maximum length of a shift shall not exceed 14 hours with the average of 38 hours per week to be calculated over the agreed modified hours roster cycle.
- (b) Employees working shifts that incorporate a meal break shall be allowed a meal break of not less than one hour no later than four hours nor more than six hours from the starting time of shifts unless otherwise agreed between the parties. In respect of shifts of eight hour and nine hour duration, which include a one-hour meal break, employees shall be given the one hour meal break, not less than four nor more than five and one half hours from the starting time of shifts unless otherwise agreed between the parties.
- (c) Employees working shifts that incorporate a meal break who are recalled to duty from their meal break shall be paid in respect of the first call out, one hour at ordinary rates and in respect of any subsequent call out, ordinary rates extra for the time so worked; provided, that the subsequent call out occurs prior to him or her having completed the meal break. At the beginning of the seventh hour, the meal is considered to have commenced and one hour's penalty at ordinary rates is to be paid for the first case. Subsequent cases referred to in the subclause will attract ordinary time extra until the full meal break has been taken.
- This penalty shall also apply where an employee is sent to his or her meal prior to the completion of the fourth hour. This provision will not apply to employees on night shift although the appropriate meal break, in accordance with the provisions contained in subclause (b) of this clause, shall be given unless otherwise agreed between the parties.
- (d) Trainee Patient Transport Officers and Patient Transport Officers will work shifts of eight (8) hour duration, which will include a twenty (20) minute paid crib break. This crib break shall commence not less than four (4) nor more than six (6) hours from the starting time of the shift unless otherwise agreed between the parties. Failure to provide the employee an opportunity to commence such a break within the designated hours will result in a penalty of 20 minutes at ordinary rates.
- (e) If such a crib break is not commenced or completed during a shift being undertaken by Trainee Patient Transport Officers and/or Patient Transport Officers, then the untaken portion of the crib break will, in addition to any penalty that may be accruing from clause 10(d), be paid at overtime rates.

11. Roster of Hours

- (a) The ordinary hours of duty prescribed by clause 10, Hours of Duty, shall be worked according to rosters which shall be exhibited at least 14 calendar days before the commencement date of the roster and shall show the hours of duty for the agreed roster period or 28 days, whichever is the greater.
- (b) There shall be a minimum break of ten hours between shifts, except in case of an emergency or agreement between the Service and the employee.
- (c) Subject to compliance with subclause (a) of this clause, the roster of an employee may only be altered by mutual agreement between the parties.

- (d)
 - (i) A day off duty for employees working a roster other than a modified hours roster shall be 24 hours plus a minimum 6 hours between the shifts.
 - (ii) A day off duty for employees working a modified hours roster shall be 24 hours.
 - (iii) Where an employee's normal rostered day off is cancelled by the Service, he or she shall be paid at overtime rates unless otherwise agreed between the parties.
- (e) Where an employee is rostered to an allocated day off, that day off is to be shown on the roster.
- (f) The rosters of shift workers shall provide for an equitable distribution of Saturday and Sunday work between employees working the same roster.
- (g) The parties agree that changes to rosters that will significantly affect employees and/or that where a new branch station is opened there will be genuine consultation between the parties.

12. Employees on Call

- (a)
 - (i) Time on call means time during which an employee who is rostered off duty is required to hold himself or herself in readiness to answer a call. In any one day where an employee answers telephone calls when not on call, he or she is to be paid for one hour at ordinary rates of pay.
 - (ii) Whilst no provision is made as to freedom from on call, it is the intention of the parties that employees should be free from call, as far as practicable, on at least 14 days in each roster cycle of 28 days.
 - (iii) The parties will review any situation where an employee is required to be consistently on call in excess of 14 days in each 28-day cycle.
 - (iv) A period of on call is to be regarded as commencing at the completion of duty on one rostered shift to the commencement of duty on the next rostered shift.
 - (v) Employees shall not be required to be on call during any part of a rostered day off duty, ie. from the end of the shift before the rostered period off duty and the commencement of the shift after the rostered period off duty.
- (b)
 - (i) Time on call shall not be counted as time worked unless an employee is called to duty, in which case the employee shall be paid for a minimum of four hours at overtime rates for each time he or she is recalled; provided that where a second or subsequent call is received by an employee whilst he or she is still performing duties associated with the first call, he or she shall attend the second or subsequent call without additional payment, unless the total time exceeds four hours, in which case payment shall be made for the actual time worked at overtime rates.
 - (ii) Where an employee is on-call and is recalled to duty and such recall merges with the employees normal commencing time, such work shall attract overtime for the actual time worked and not a call out.
 - (iii) A call out shall be deemed to commence at the time the employee is tasked by the Operations Centre and shall be deemed to be complete when all duties associated with the case/s are complete.
- (c) The provision of paragraph (i) of sub-clause (b) of this clause shall not apply to employees attached to One-Officer Branch Stations or to employees supplied with quarters as set out in subclause (b) of clause

37, Accommodation, who are recalled to duty but not required to leave the station, in which case, the employee shall be paid for the actual period or periods of duty in any one day a minimum of two hours at overtime rates.

(d)

(i) The weekly on-call allowance as set out in Item 4 of Table 3 - Allowances, of Part B, Monetary rates, shall apply in the following circumstances:

- (1) Employees required by the Service to be on call on a roster other than a modified hours roster;
- (2) Employees employed on or before 31 July 1988 who are required by the Service to be on call; or
- (3) Employees who are required by the Service to be on call as part of a modified hours roster where the weekly on call allowance applies by agreement between the parties.

(ii) The daily on-call allowance as set out in Item 3 of the said Table 3 shall apply in all other circumstances where an employee is required by the Service to be on call.

(iii) The provisions of paragraphs (i) and (ii) of this subclause shall not apply to resident employees in One-Officer Branch Stations, as defined in subclause (a) of clause 37, Accommodation.

(iv) Payment of the on-call allowance shall not apply during periods of Annual Leave or Long Service Leave.

(e) If an employee who is rostered on call is required to respond to a call, he or she shall be reimbursed actual fares or expenses incurred in travelling to and from work, unless a service vehicle is provided for this purpose.

(f) If an employee rostered on call is required to use his or her own motor vehicle, then he or she shall be paid the specified journey rate as prescribed by clause 50 of the Public Sector Employment and Management (General) Regulation, 1996, as amended from time to time, for all kilometres travelled.

13. Overtime

(a) Subject to clause 12, Employees On-Call, all time worked in excess of the rostered hours on any one day shall be paid for at the rate of time and one-half for the first two hours and thereafter at the rate of double time, provided that overtime worked on a Public Holiday shall be paid for at the rate of double time and one-half.

(b) Overtime shall be computed on the wages prescribed by Table 1-Wages and Table 2 - Operations Centre Staff - Wages, of Part B, Monetary Rates, and the allowance prescribed by clause 12, Employees On Call, as compensation for time on-call shall be disregarded.

(c) Employees shall, when required, work reasonable levels of overtime to meet the needs of the Service.

(d) Should an employee be required to work overtime for more than two hours before his or her normal commencing time, or after his or her normal ceasing time, he or she shall be paid a meal allowance as set out in Item 7 of Table 3 - Allowances, of Part B Monetary Rates, and shall be paid such allowance after every subsequent four hours of overtime worked.

(e) Where an employee is required to work a complete overtime shift, he or she shall be given the appropriate meal break for that shift. However, the meal penalty provision of subclause (c) of clause 10, Hours of Duty, shall not apply.

- (f) For the purposes of assessing overtime, each day shall stand alone, provided however 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 had occurred within the one day.

14. Time Off in Lieu of Overtime

- (a) The parties agree that an employee who is required to work overtime outside normal rostered hours may be compensated by way of time off in lieu of payment for the overtime.
- (b) This clause is subject to the following:
- (i) Time off in lieu of overtime shall be in amounts equal to the period of overtime worked;
 - (ii) Time off in lieu of overtime must be taken within three months of the overtime being worked;
 - (iii) Where it is not possible for an employee to take time off in lieu of overtime within the three-month period, it is to be paid out at the appropriate overtime rate based on the rate of pay applying at the time payment is made;
 - (iv) The option of taking time off in lieu of overtime is subject to the active agreement of the Service management, so that it is conceivable that employees in one unit or location within the Service may be permitted to take time off in lieu of overtime but employees working in other locations and settings within the Service may not.
 - (v) Employees cannot be compelled to take time off in lieu of overtime;
 - (vi) Records of time off in lieu of overtime owing to employees and taken by employees must be maintained by the Service;
 - (vii) Time off in lieu of overtime shall be taken at a time which is mutually agreed to by the Service and the employee;
 - (viii) In making overtime available to employees the Service will not discriminate between those employees who elect to take time off in lieu of overtime in preference to those employees who elect to be paid for overtime in accordance with clause 12, Employees On Call, and/or clause 13, Overtime.

15. Allocated Days Off

- (a)
- (i) Employees who work on a roster other than a modified hours roster shall have their hours arranged to include a proportion of one hour (such proportion will be on the basis of 0.4 of one hour for each eight-hour shift worked) which shall accumulate towards the employees allocated day off duty on pay.
 - (ii) Unless otherwise agreed between the parties, each day worker, subject to paragraph (i) of this sub-clause, shall be free from duty for not less than two full days in each working week and at least one allocated day off in each 28-day period.
 - (iii) Unless otherwise agreed between the parties, each shift worker, subject to paragraph (i) of this subclause, shall be free from duty for not less than two full days in each week or four full days in each two working weeks and at least one allocated day off in each 28-day period, unless otherwise agreed between the Service and the employee.
 - (iv) The employee's allocated day off duty prescribed in paragraph (i) of this subclause shall be determined by mutual agreement between the Service and the employee, having regard to the needs of the Service. Where practicable, such allocated day off duty shall be consecutive with the employee's other days off duty.

- (v) Once set, the allocated day off duty may not be changed in a current roster cycle unless there are genuine unforeseen circumstances prevailing or by mutual agreement between the Service and the employee. Where these 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 the first four weeks of ordinary annual leave taken in accordance with clause 25, Annual Leave. However, where an employee has accumulated sufficient time to take his or her allocated day off duty prior to entering on annual leave, and that day would have been taken if the employee had not gone on annual leave, it shall be allowed to the employee on the first working day immediately following the period of leave.
 - (vii) Where an employee has not accumulated sufficient time for an allocated day off prior to entering on 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.
 - (viii) An employee entitled to allocated days off duty in accordance with paragraph (i) of this subclause shall continue to accumulate credit towards his or her allocated day off duty whilst on sick leave. Where an employee's allocated day off duty falls during a period of 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, irrespective of whether sufficient credit has been accumulated or not.
 - (x) Where a day worker's allocated day off falls on a public holiday as prescribed by clause 27, Public Holidays, the employee shall be given the option of taking the next working day off as rostered or substituting another day in lieu thereof by mutual agreement with the Service.
 - (xi) Where a shift worker's allocated day off falls on a special or additional public holiday, he or she shall be paid an additional day or half day's pay, as the case may be, at ordinary rates.
- (b)
- (i) The parties agree that employees should have the capacity to accumulate up to three allocated days off (as measured at any one point of time). The limit on the accumulation means that any employee who has already accumulated three allocated days off must, subject to paragraph (iii) of subclause (a) of this clause, take the fourth allocated day off accruing to him or her as and when it falls due in accordance with the roster.
 - (ii) This sub-clause is subject to the following:
 - (1) Employees cannot be compelled to accumulate their allocated days off.
 - (2) The option of accumulating allocated days off is subject always to the active agreement of the Service so that it is conceivable that employees in one unit or location within the Service may be permitted to accumulate allocated days off but employees working in other locations and settings may not.
 - (3) Any allocated days off accumulated but not taken as the date of termination of employment shall be paid out at ordinary rates as part of the usual termination entitlements.

16. Special Events Coverage

- (a) Employees will not be compelled to provide special events coverage.

- (b) Whilst there is no exhaustive list of all the requirements for which the Service may wish to utilise "special events coverage", the parties agree that such requirement would typically be for special events and sporting fixtures such as public holiday celebrations, athletic events, Mardi-gras, local shows, VIP visits, sporting events, disaster exercises, public relations activities and local expositions.
- (c) An employee who is scheduled to provide special events coverage will be compensated by payment at his or her ordinary hourly rate for the hours worked plus the appropriate penalty rates prescribed in clause 17, Penalty Rates for Shift Work and Weekend Work, in lieu of payment at overtime rates.
- (d) Special events coverage shifts shall be between four and 14 hours in duration with a minimum payment of two hours in the event of cancellation on the day.

For the purposes of assessing an employee's eligibility for payment, each day shall stand alone.

- (e) Time worked as special events coverage shall stand alone and shall not be regarded as time worked for the calculation of hours of duty, annual leave, long service leave or any other provision contained within this Award.
- (f) There shall be an equitable distribution (between employees) of special events coverage both in terms of the allocation of work amongst those employees offering their services and in terms of Saturday and Sunday work.

17. Penalty Rates for Shift Work and Week-End Work

- (a) Employees working afternoon or night shifts shall be paid the following percentage in addition to the ordinary rate for such shift:
 - (i) Afternoon shift commencing at or after 10.00 am and before 1.00 pm - 10 per cent.
 - (ii) Afternoon shift commencing at or after 1.00 pm and before 4.00 pm - 12.5 per cent.
 - (iii) Night shift commencing at or after 4.00 pm and before 4.00 am - 15 per cent.
 - (iv) Night shift commencing at or after 4.00 am and before 6.00 am - 10 per cent.
 - (v) The additional payments prescribed under this subclause shall not form part of the employee's ordinary pay for the purpose of this Award.
- (b) Employees whose ordinary working hours include work on a Saturday and/or Sunday shall be paid for ordinary working hours worked between midnight 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 premiums prescribed in subclause (a) of this clause.
- (c) Employees who work overtime on Saturdays and Sundays shall be paid time and one half for the first two hours then at double time at the appropriate rate prescribed herein.
- (d) The provisions of this clause shall not apply to work performed on a public holiday or special public holiday.

18. Vacancies and Promotion

- (a) Advertisement of vacant positions shall be notified throughout the Service by regular vacancy circulars clearly displayed on notice boards at all ambulance stations and ambulance workplaces.
- (b) Appointments shall be made on the basis of merit.
- (c) The vacancy shall be filled from applications received, provided that the Service can re-advertise the position if necessary.

19. Appointment of Officers

- (a) All employees appointed, excepting Trainee Patient Transport Officers, shall be appointed on probation for a period of twelve months from the date of their appointment or re-appointment to the Service. For Trainee Patient Transport Officers, the period of probation will be six months from the date of appointment or re-appointment to the Service.
- (b) An employee engaged under this Award shall be engaged as a full time employee, a permanent part time employee or a temporary employee.
- (c) Every employee will be provided with a position description as developed between the parties in accordance with paragraph (ii) of subclause (b) of clause 7, Work Arrangements, commensurate with his or her position, which he or she will be required to sign.

20. Termination of Employment

- (a) Employment shall be terminated by two weeks notice in writing by either party or by the giving or forfeiting, as the case may be, of two weeks wages in lieu of notice.
- (b)
 - (i) Employees with a credit of hours accrued towards an allocated day(s) off duty as prescribed by paragraph (i) of subclause (a) of clause 15, Allocated Days Off, shall be paid for such accrual upon termination.
 - (ii) Employees with a credit of hours accrued as a result of working a roster in accordance with subclause (a) of clause 10, Hours of Duty, shall be paid for such accrual upon termination.
 - (iii) Employees with a debit of hours accrued as a result of working a roster in accordance with subclause (a) of clause 10, Hours of Duty, shall reimburse the Service for such accrual upon termination.
 - (iv) Employees with a credit of hours accrued as a result of opting for time off in lieu of overtime in accordance with subclause (a) of clause 14, Time Off in Lieu of Overtime, shall be paid for such accrual upon termination at the appropriate overtime rate based on the rate of pay applying at the time of termination.
- (c) The Service shall, upon request by the employee, give the employee a signed statement outlining the period of employment.

21. Travelling Time and Expenses

- (a) Except where subclause (c) of clause 23, Relieving Other Members of Staff, an employee who is directed to report for duty at a station other than that to which he or she is appointed shall travel to and from such station in the Service's time and the employee's fares and incidental expenses shall be paid by the Service, unless otherwise agreed between the Service and the employee.

If such travel is undertaken outside rostered hours, the employee shall be reimbursed at ordinary rates for the time spent travelling in excess of the normal time taken to travel between his or her home and the station to which he or she is appointed.

- (b) If an employee is rostered to a shift requiring him or her to work at more than one station in a working week, the employee's fares in excess of the fares to the employee's usual station shall be paid in full.
- (c) Where an employee, with the prior approval of the Service, travels by the employee's own motor vehicle, the employee shall be paid the specified journey rate as prescribed by clause 50 of the Public Sector Employment and Management (General) Regulation, 1996, as amended from time to time, for all kilometres travelled in excess of the kilometres that the employee would normally travel between the

employee's usual place of residence and the ambulance station designated as his or her base station and return to such residence.

- (d) Travel, either by public transport or own mode of conveyance, shall in all instances be by the most direct route.

22. Travelling on Cases

- (a) Where an employee is required to transport a case which involves eight hours or more travelling, the employee shall be paid all travelling expenses including meals and accommodation and, if not staying overnight at the point of turn around, shall be permitted a meal either before commencing or during the return journey.
- (b) An employee required to have a meal away from his or her station will be paid a meal allowance as prescribed in Item 6 in Table 3 - Allowances, in Part B, Monetary Rates of this Award. This subclause does not apply to crib breaks taken by Trainee Patient Transport Officers and Patient Transport Officers under clause 10(d) of this Award.
- (c) Where an employee is required to transport a case which involves two or more hours travelling the employee shall be entitled to a paid break of ten minutes duration each two hours.
- (d) The ten-minute break prescribed by subclause (c) of this clause is not cumulative.
- (e) No single officer transports will be allocated where it is reasonably expected that the travelling time of the round trip will be in excess of eight hours.

23. Relieving Other Members of Staff

- (a) An employee called upon to relieve another employee paid on a higher scale shall be entitled to receive the minimum rate of the higher scale of pay. This provision shall not apply when an employee on a higher scale is absent from duty by reason of his or her allocated day off duty as a consequence of working a 38-hour week in accordance with paragraph (i) of subclause (a) of clause 15, Allocated Days Off. No reduction shall be made in the scale of pay of an employee called upon to relieve another paid on a lower scale. Where an employee is called upon to relieve a Superintendent, he/she shall be paid the minimum rate of the position so relieved.
- (b) When an employee is called upon to relieve another employee stationed at a branch station and by so doing is required to live away from home, he or she shall be paid a living away from home allowance as set out in Item 5 of Table 3 - Allowances, of Part B, Monetary Rates. If the relieving employee is required to be on call, he or she shall be paid, in addition to the aforementioned amount, the amount specified in clause 12, Employees On-Call. If rent free accommodation is not available to the relieving employee, he or she shall be provided with board and lodgings free of charge, in which case the payment of the amount as set out in the said Item 5 shall not apply.
- (c) The Service shall decide whether an employee travels to or from a relief in rostered hours. If the relief is to be accomplished outside rostered hours, the employee shall be reimbursed at ordinary rates for the time spent travelling in excess of the normal time taken to travel between his or her home and the station to which he or she is appointed.

24. Flexible Work Practices

The parties agree that the introduction of flexible work practices will not be utilised to reduce the level of equivalent full time employees employed by the Service as at 6 February 1998. The Service will ensure that all permanent part-time employees and all temporary employees are trained to the same level of competency as corresponding full-time employees. The parties shall monitor and review this clause over the life of this Award.

(a) Permanent Part-Time Employee -

- (i) A permanent part-time employee is one who is permanently appointed by the Service to work a specified number of hours to a maximum of 32 hours per week, except in emergent or urgent circumstances.
- (ii) Permanent part-time employees shall work in accordance with rosters exhibited in each station at least 14 days in advance of the commencing date of the roster and shall show the hours of duty for the agreed roster period or 28 days, whichever is the greater.
- (iii) Permanent part-time employees shall be paid an hourly rate calculated on the basis of one thirty-eighth of the rate prescribed in Table 1 - Wages, or Table 2 - Operations Centre Staff - Wages of Part B, Monetary Rates, with a minimum payment of two hours for each start.
- (iv) Permanent part-time employees shall be entitled to payment of the allowances prescribed by clause 35, Climatic and Isolation Allowance, in the same proportion as the average hours worked per week bear to full time hours.
- (v) Employees engaged under this clause shall not be entitled to allocated days off as prescribed in clause 15, Allocated Days Off.
- (vi) Employees engaged under this clause shall be entitled to all other benefits not otherwise expressly provided for herein at the same proportion as their ordinary hours of work bear to full-time hours.
- (vii) All time worked by permanent part-time employees in excess of the rostered daily ordinary hours of work prescribed for the majority of full-time employees on that shift in the unit or section concerned shall be paid for at the rate of time and one-half for the first two hours and double time thereafter.
- (viii) Time worked up to the rostered daily ordinary hours of work prescribed for a majority of the full-time employees employed on that shift in the unit or section concerned shall not be regarded as overtime but an extension of the contract hours for that day and shall be paid at the ordinary rate of pay.
- (ix) The parties recognise that permanent part-time employment will provide flexible working arrangements for employees to cater for personal requirements such as family responsibilities.
- (x) Permanent part-time employees will be required to undertake and successfully complete all the requirements applicable to full-time employees as defined in clause 5, Classifications.
- (xi) The parties agree that permanent part-time Ambulance Officers shall meet the training requirements of Level 2 Officers current as at the making of this Award.

(b) Temporary Employees -

- (i) A temporary employee engaged for a period of 14 consecutive days or less shall be paid for all time worked 20 per cent in addition to the minimum hourly rates prescribed for the classification in which he or she is employed.
- (ii) No temporary employee shall be paid less than eight hours pay for any one shift.
- (iii) All time worked in excess of ordinary hours or rostered shift by a temporary employee shall be paid for at overtime rates of pay.
- (iv) Temporary employees will be required to undertake and successfully complete all the requirements applicable to full-time employees as defined in clause 5, Classifications.

- (c) Shift Changes -
- (i) Where the Service's prior consent is given to swap a shift, the employee working the shift shall record the working of that shift on his or her or time sheet with payment made accordingly.
 - (ii) Shift swaps should only occur on the basis that each employee maintains a 38 hours per week average.
 - (iii) Where a shift is to be paid back it shall be done in the current agreed roster period or, where this is not practical, within the following agreed roster period, or in a future roster period approved by the Service.

25. Annual Leave

- (a)
- (i) Annual Leave shall be granted on completion of each 12 months service as follows:
 - (1) Day Worker (as defined in clause 4, Definitions) - four weeks leave on full pay.
 - (2) Shift Worker (as defined in clause 4, Definitions) but who is not required to work public holidays - five weeks leave on full pay.
 - (3) Shift Worker (as defined in clause 4, Definitions) who has not been required to successfully complete the requirements for appointment to an Ambulance Officer position - five weeks leave with seven weeks pay.
 - (4) Shift Worker (as defined in clause 4, Definitions) who has or is required to successfully complete the requirements for appointment to an Ambulance Officer position - six weeks leave with eight weeks pay. (The leave entitlement in this sub-paragraph commenced accrual on 4 February 2002)
 - (ii) The parties agree that during the life of this Award there will be continuing discussions between the parties in relation to annual leave provisions for employees employed as shift workers and that the Award may be varied by consent to incorporate any agreed variations to the Award.
- (b) In the event that an employee's employment has changed from a seven day per week basis to a Monday to Friday basis or vice versa, than annual leave shall be calculated on a pro rata basis.
- (c) It is admitted by the parties that two weeks pay has been provided to those employees to whom subparagraph (3) and (4) of paragraph (i) of subclause (a) of this clause applies in lieu of and in consideration of public holidays being worked by such employees or which have occurred on a rostered day off.
- (d) To the leave prescribed by paragraph (1) of paragraph (i) of subclause (a) of this clause, there shall be added one working day for each public holiday or special public holiday or one half working day for each half public holiday or special half public holiday which occurs during a period of annual leave.
- (e)
- (i) Annual leave shall be given and shall be taken within a period of six months after the date when the right to annual leave accrued, provided that the giving and taking of such leave may be postponed by mutual agreement between the parties for a further period not exceeding six months.
 - (ii) Annual leave shall be granted on a rotating roster basis, provided that such rotation complies with paragraph (i) of this subclause.

- (iii) An employee shall be eligible for annual leave when 12 months have elapsed since the date on which the last annual leave would have begun if taken immediately it had become due, or if the employee has not previously had annual leave since the commencement of the employment.
 - (iv) Nothing in this subclause shall prevent the Service, by agreement with the employee, from allowing annual leave to an employee before the right thereto has accrued, but where leave is taken in such a case a further period of annual leave shall not commence to accrue until the expiration of the twelve months in respect of which annual leave was taken before it accrued. Provided that any leave taken by an employee under this paragraph shall not exceed the amount of proportionate annual leave standing to the credit of the employee at the time of entering upon such leave.
 - (v) At least six months notice shall be given to employees of the date on which they shall take their annual leave. Where an employee has been notified that he or she is to take his or her normal leave at a specified time and that time is thereafter altered by the Service, the employee shall be reimbursed any actual losses which result to him or her to the extent to which deposits paid for travel and/or accommodation are not refunded.
 - (vi) Employees may exchange/split annual leave by mutual arrangements with the approval of the Service, provided that such exchange complies with paragraph (i) of this subclause.
- (f) Each employee before going on annual leave shall be paid for the period of the leave at the ordinary rate of wage to which he or she is entitled under this Award and such payment shall be made before the employee commences annual leave.
 - (g) Notwithstanding the provisions of subclause (f) of this clause, the Service agrees, subject to at least 28 days prior written authorisation by the employee, to pay the employee's annual leave entitlements on a fortnightly basis which coincides with the normal fortnightly pay period.
 - (h) Where the employment of an employee is terminated the employee shall be entitled to receive a proportionate payment in respect of service of less than one year, at the weekly wage to which such employee is entitled under this Award.
 - (i) Credit of time towards an allocated day off duty as prescribed in clause 15, Allocated Days Off, shall not accrue when an employee is absent during their four weeks annual leave as provided for under the terms of the *Annual Holidays Act, 1944*. However, employees entitled to allocated days off duty in accordance with the said clause 15 shall accrue credit towards an allocated day off duty in respect to any additional periods of annual leave which is granted to employees in excess of the abovementioned four weeks.

26. Annual Leave Loading

- (a) Employees who, under the *Annual Holidays Act 1944*, become entitled to annual leave under this clause shall be paid in respect of such leave an annual leave loading of 17.5 per cent of the appropriate ordinary weekly rate of pay prescribed by clause 8, Wages, for the classification in which the employee was employed immediately before commencing his or her annual leave. The 17.5 per cent annual leave loading will apply only to the payments associated with actual periods of annual leave as per clause 25(a)(i)(1)-(4) and provided further that in no instance is the calculated amount to exceed \$1,112.30.
- (b) Such loading is payable in addition to the pay for the period of leave given and taken and due to the employee under this Award.
- (c) 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 the day upon which he would have become entitled under this clause to such annual leave, the loading then becomes payable in respect of the period of such leave and is to be calculated in accordance with the rate of wages applicable on such day.
- (d) Where the employment of an employee is terminated by the Service 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 the

annual leave to which he or is entitled, he or she shall be paid the loading provided for in subclause (a) of this clause for the period not taken.

- (e) Except as provided by subclause (d) of this clause, no loading is payable on the termination of an employee's employment.
- (f) Where a shiftworker is given and takes annual leave, he or she shall be paid the loading set out in subclause (a) of this clause; provided that if the amount to which the employee would have been entitled by way of shift work allowances and weekend penalty rates for the ordinary time (not including time on a public or special public holiday) which the employee would have worked during the period of leave exceeds the loading calculated in accordance with subclause (a), then that amount shall be paid to the employee in lieu of the loading.
- (g) The annual leave loading or the shift penalties, whichever is appropriate, shall be paid before the employee commences annual leave.
- (h) Notwithstanding the provisions of subclause (g) of this clause, the Service agrees, subject to at least 28 days prior written authorisation by the employee, to pay the employee's annual leave Loading or shift penalties on a fortnightly basis which coincides with the normal fortnightly pay period.

27. Public Holidays

- (a) For the purpose of this clause, the following shall be public holidays, viz: New Year's Day, Australia Day, Good Friday, Easter Saturday, Easter Monday, Anzac Day, Queen's Birthday, Local Labour Day, Christmas Day and Boxing Day.
- (b)
 - (i) An employee to whom subparagraph (1) and (2) of paragraph (i) of subclause (a) of clause 25, Annual Leave, applies and who is required to and does work on a public holiday or a special public holiday shall be paid for the time actually worked on such holiday at the rate of double time and a half.
 - (ii) An employee to whom subparagraph (3) and (4) of paragraph (i) of subclause (a) of the said clause 25 applies and who is required to and does work on a public holiday shall be paid in addition to the appropriate ordinary weekly rate of pay prescribed in Table 1 - Wages or Table 2 - Operations Centre Staff - Wages, of Part B, Monetary Rates, at the rate of one half time extra for the rostered time actually worked on such public holiday.
 - (iii) For the purpose of paragraphs (i) and (ii) of this subclause, the hourly rate of pay shall be one thirty-eighth of the appropriate ordinary weekly rate of pay prescribed in the said Table 1 or Table 2.
- (c) Special holidays proclaimed for any city or town are to be granted or equivalent payment made in lieu thereof to employees, either day workers or shift workers, employed in stations located in such city or town. Equivalent payment means double time and one-half.

Where a shiftworker's rostered day off falls due on such day, he or she shall be paid, in addition to his appropriate weekly rate of pay, an extra day or half days pay at ordinary rates, whichever is applicable.

- (d) In addition to those public holidays specified in subclause (a) of this clause, employees shall be entitled to an extra public holiday each year. Such public holiday will occur on a date which is agreed upon between the Union and the Corporation and shall be regarded for all purposes of this clause as any other public holiday.

Where a shiftworker's rostered day off or annual leave falls due on such a day, he or she shall be paid, in addition to his or her appropriate weekly rate of pay, an extra days pay at ordinary rates.

The foregoing will not apply in areas where, in each year, a day, in addition to the ten named public holidays specified in subclause (a) is proclaimed and observed as a public holiday and will not apply in areas where, in each year, at least two half days, in addition to the ten named public holidays specified in subclause (a) are proclaimed and observed as half public holidays.

Provided further, that in areas where, in each year, only one half day, in addition to the ten named public holidays specified in subclause (a) is proclaimed and observed as a half public holiday for the purposes of this Award, the whole day will be regarded as a public holiday and no additional public holiday will be observed which would otherwise apply as a result of this subclause.

28. Personal/Carer's, Family and Community Services Leave

Employees shall be granted personal/carers and family and community services leave on such terms and conditions prescribed by the Corporation's Policy Directive 2005_431 (refer to Schedule B - Personal/Carer's Leave, Family and Community Services Leave).

29. Maternity, Adoption and Parental Leave

Employees shall be granted Maternity, Adoption and Parental Leave on such terms and conditions prescribed by the Service's Instructional Circular 05/16.

30. Child Care

The parties agree to work together to examine methods of addressing the child care needs of employees within 12 months of the making of this Award.

31. Study Leave

Employees shall be granted study leave on such terms and conditions prescribed by the Service's Instructional Circular 96/4 (refer to Schedule C - Study Leave).

32. Trade Union Leave

Employees shall be granted trade union leave on such terms and conditions prescribed by the Corporation's Policy Directive 2005_428 (refer to Schedule D - Paid Trade Union Leave).

33. Long Service Leave

- (a) Employees shall be granted long service leave on such terms and conditions as may be applicable from time to time to employees employed under the provisions of the Public Sector Employment and Management Act 2002, and the regulations made thereunder. This includes the taking of long service leave on half pay.
- (b) Where an employee has accrued 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.
- (c) 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.

34. Sick Leave

- (a) If the Service is satisfied that an employee is unable to perform his or her duties on account of illness, not attributable to the employee's misconduct, it shall grant to such employee leave of absence on full pay for a period or periods as follows:
 - (i) All employees shall be entitled to sick leave for a period or periods not exceeding in the aggregate 114 hours in any period of 12 months.

- (ii) In the event of an employee not taking the full period of 114 hours in any period of 12 months, the untaken period of such leave shall accumulate.

A maximum of 76 hours of the untaken hours in each period of 12 months shall accumulate in respect of available sick leave which accumulated prior to 20 June 1980.

- (iii) Periods of less than 38 hours shall not be re-credited to employees who are sick whilst on annual leave or long service leave.

(b)

- (i) The Service shall not, with the sole object of avoiding obligations under this clause, terminate the services of an employee who is unable to perform his or her duties on account of illness and who is entitled to sick leave under this clause.

- (ii) The employee shall notify the Service, where practicable, of his or her inability to attend for duty at least four hours but in any case no less than one hour before the commencement time of duty and inform the Service, as far as possible, the estimated duration of same.

- (c) All periods of sickness shall be certified by a legally qualified medical practitioner, provided however, that the Service may dispense with the requirements of a medical certificate where the absence does not exceed two consecutive days or where, in the Services opinion, circumstances are such as not to warrant such requirements.

- (d) An employee shall not be entitled to sick leave on full pay for any period in respect of which such employee is entitled to accident pay or workers' compensation; provided, however, that where an employee is not in receipt of accident pay, the Service 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-time hours. On the expiration of available sick leave, weekly compensation payments only shall be payable.

- (e) Any accumulation of sick leave standing to the credit of an employee as at 6 February 1998 shall be added to the leave which is accumulated pursuant to paragraph (ii) of subclause (a) of this clause.

35. Climatic and Isolation Allowance

- (a) Subject to subclause (b) of this clause, employees attached to ambulance stations situated upon or to the west of a line drawn as herein specified, shall be paid the allowance specified in Item 8 of Table 3 - Allowances, of Part B, Monetary Rates, in addition to the salary to which they are otherwise entitled. The line shall be drawn as follows, viz:

Commencing at Tocumwal and thence to the following towns in the order stated, namely - Lockhart, Narrandera, Leeton, Peak Hill, Gilgandra, Dunedoo, Coolah, Boggabri, Inverell and Bonshaw.

- (b) Employees attached to ambulance stations situated upon or to the west of a line drawn as herein specified shall be paid the allowance asset out in Item 9 of the said Table 3, in addition to the salary to which they are otherwise entitled. The line shall be drawn as follows, viz:

Commencing at a point on the right bank of the Murray River opposite Swan Hill (Victoria) and thence to the following towns in the order stated namely - Hay, Hillston, Nyngan, Walgett, Collarenebri and Mungindi.

- (c) The allowances prescribed by this clause are not cumulative.
- (d) Except for the computation of overtime the allowances prescribed by this clause shall be regarded as part of the salary for the purposes of this Award.

36. Uniforms

- (a)
- (i) The Service shall provide each new employee with sufficient, suitable and serviceable uniforms as agreed to by the Service and the Union as at 6 February 1998.
 - (ii) Any proposals that will alter the list of uniform items agreed to as at the 6 February 1998 shall be the subject of genuine consultation between the parties.
 - (iii) Uniforms provided shall be replaced by the Service upon condemnation in equivalent numbers.
 - (iv) The Service shall provide any other special clothing which the Service requires an employee to wear.
 - (v) Articles of uniform and special clothing issued under paragraphs (i) and (iv) of this subclause remain the property of the Service and shall be returned by the employee upon request by the Service.
- (b) Any request for uniform replacement by the Service or an employee will not be unreasonably refused.

37. Accommodation

- (a) One-Officer Branch Stations - As compensation for time on-call, employees shall be given accommodation rent free and shall be supplied, without charge, with fuel and light. The on-call allowance as set out in paragraphs (i) and (ii) of subclause (d) of clause 12, Employees On Call, shall not apply.

Employees shall be given relief from duty for not less than two full days in each working week or four full days in each two working weeks, unless otherwise agreed between the parties, and shall be paid the maximum rate prescribed by this Award for Ambulance Officers.

Days of relief from duty for an employee who works on a roster other than a modified hours roster may be accumulated by mutual arrangement between the employee and the Service up to a maximum of eight days. Nothing in this subclause shall be deemed to prohibit an employee in a one-officer branch station from temporarily leaving the station at times when he or she is rostered on duty or on-call after having made arrangements satisfactory to the Service for the proper carrying on by him or her of the service during the temporary absence.

- (b) Two-Officer Branch Stations - If an employee is supplied with quarters attached to an ambulance station, the maximum weekly rent shall not exceed the weekly on-call allowance specified in Item 4 of Table 3 - Allowances of Part B, Monetary Rates.
- (c) Rental for all other employees will be subject to such terms and conditions prescribed by the Corporation's Policy Directive 2005_089 (refer to Schedule E - Rental and Management Aspects of Public Sector Housing).
- (d) Where an employee is provided with accommodation and is transferred or resigns, he or she shall be given not less than four weeks notice to vacate such accommodation, such notice to take effect from the date of notification of transfer or resignation.

38. Lockers and Showers

- (a) The Service shall provide for the use of the employees hot and cold showers and washbasins and for each employee a locker with suitable hanging facilities. Lavatory accommodation, when situated in shower or locker rooms, shall be effectively partitioned there from.

- (b) 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 employee of the Service appointed by the Chief Executive Officer, or his or her nominee, and if practicable an Union Sub-Branch Officer, otherwise by any two employees of the Service, one of whom is nominated by the Union

39. Benefits Not to be Withdrawn

Except in so far as altered expressly or by necessary implication, nothing in this Award shall, in itself, be deemed or be construed to reduce the wages of any employee at the date of the commencement of this Award.

40. Payment and Particulars of Wages

- (a) Wages shall be paid fortnightly by electronic transfer.
- (b) On each pay day, employees shall be furnished with a statement showing the gross amount of ordinary wages and overtime, together with separate details of all deductions.
- (c) Overtime and penalty rates shall be paid within one week from the pay day succeeding the day or days on which such overtime or penalty rates were worked.
- (d) Employees shall have their salary paid into one account with a bank or other financial institution in New South Wales, as nominated by the employee, except where agreement as to another method of payment has been reached between the Union and the Service due to the isolation of an ambulance station. Salaries shall be deposited by the employer in sufficient time to ensure that wages are available for withdrawal by employees no later than pay day; provided that this requirement shall not apply where employees nominate accounts of non-bank financial institutions which lack the technological or other facilities to process salary deposits within 24 hours of the employer making their deposits with such financial institutions, but in such cases the employer shall take all reasonable steps to ensure that the wages of such employees are available for withdrawal by no later than pay day.

41. Issues Resolution

- (a) The parties must:
 - (i) Use their best endeavours to cooperate in order to avoid grievances and disputes arising between the parties or between the Service and individual employee(s); and
 - (ii) Abide by the procedures set out in this clause to resolve any issue which might arise; and
 - (iii) Place emphasis on negotiating a settlement of any issue at the earliest possible stage in the process.
- (b) In this clause, "issue" means any question, issue, grievance, dispute or difficulty which might arise between the parties about:
 - (i) The interpretation, application or operation of this Award; or
 - (ii) Any allegation of discrimination in employment within the meaning of the *Anti-Discrimination Act 1977* which is not covered by established policies and procedures applicable to the Service, regardless of whether the issue relates to an individual employee or to a group of employees.
- (c) Any issue, and in the case of a grievance or dispute, any remedy sought, must be discussed in the first instance by the employee(s) (or the Union on behalf of the employee(s) if the employee(s) so request) and the immediate supervisor of that employee(s).
- (d) If the issue is not resolved within a reasonable time, it must be referred by the employee(s) immediate supervisor to his or her supervisor (or his or her nominee) and may be referred by the employee(s) to the

Union Organiser for the Service. Discussions at this level must take place and be concluded within two working days of referral or such extended period as may be agreed.

- (e) If the issue remains unresolved, it may be referred by any of the parties to more senior officials of the Union who must then confer with the Chief Executive Officer (and/or his/her nominee(s)) of the Service. The conclusions reached by those representatives must be reported to the parties within two working days of referral or such extended periods as may be agreed.
- (f) If these procedures are exhausted without the issue being resolved, or if any of the time limits set out in those procedures are not met, parties may seek to have the matter mediated by an agreed third party, or the matter may be referred, in accordance with the provisions of the *Industrial Relations Act 1996*, to the Industrial Relations Commission of New South Wales for its assistance in resolving the issue.
- (g) Unless agreed otherwise by the parties, the status quo must continue whilst these procedures are being followed. For this purpose "status quo" means the work procedures and practices in place:
 - (a) Immediately before the issue arose; or
 - (b) Immediately before any change to those procedures or practices, which caused the issue to arise, was made.

The Service must ensure that all practices applied during the operation of these procedures are in accordance with safe working practices.

- (h) Throughout all the stages of these procedures, adequate records must be kept by the parties of all discussions.
- (i) These procedures are to be facilitated by the earliest possible advice by one party to the other of any issue or problem which may give rise to a grievance or dispute.
- (j) All matters in dispute arising out of the application of this Award may be referred to a disputes committee consisting of not more than six members with equal representatives of the Service and the Union. Such committee shall have the power to investigate all matters in dispute and report to the Service and the Union, respectively, with such recommendation as it may think right and, in the event of no mutual decision being arrived at by the Committee, the matter in dispute may be referred to the Industrial Relations Commission of New South Wales.

42. Anti-Discrimination

- (1) 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.
- (2) It follows that in fulfilling their obligations under the dispute resolution procedure prescribed by this Award the parties have obligations to take all reasonable steps to ensure that the operation of the provisions of this Award are not directly or indirectly discriminatory in their effects. It will be consistent with the fulfilment of these obligations for the parties to make application to vary any provision of the Award which, by its terms or operation, has a direct or indirect discriminatory effect.
- (3) Under the *Anti-Discrimination Act 1977*, it is unlawful to victimise an employee because the employee has made or may make or has been involved in a complaint of unlawful discrimination or harassment.
- (4) Nothing in this clause is to be taken to affect:
 - (a) Any conduct or act which is specifically exempted from anti-discrimination legislation;
 - (b) Offering or providing junior rates of pay to persons under 21 years of age;

- (c) Any act or practice of a body established to propagate religion which is exempted under section 56(d) of the *Anti-Discrimination Act 1977*;
 - (d) A party to this Award from pursuing matters of unlawful discrimination in any State or Federal jurisdiction.
- (5) This clause does not create legal rights or obligations in addition to those imposed upon the parties by the legislation referred to in this clause.

NOTES -

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

"Nothing in 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."

43. No Extra Claims

The Memorandum of Understanding between the Health Administration Corporation and the Union dated 24 December 2004 establishes the extent of any further claims that may be pursued by the Union as set down in Clause 5, Allowable and No Extra Claims, of that Memorandum.

44. Union Subscriptions

The Service agrees, subject to prior written authorisation by the employee, to deduct Union Subscriptions from the pay of the authorising employee.

45. Union Notice Boards

Each ambulance station and ambulance workplace shall permit a notice board of reasonable dimensions to be erected in a prominent position upon which the Union representatives shall be permitted to post Union notices.

46. Reasonable Hours

- (i) Subject to sub-clause (ii) an employer may require an employee to work reasonable overtime at overtime rates.
- (ii) 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.
- (iii) For the purposes of sub-clause (ii) what is reasonable or other wise 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 responsibilities.
 - (c) The needs of the workplace or enterprise.
 - (d) The notice (if any) given by the employer of the overtime and by the employee of his or her intention to refuse it; and
 - (e) Any other relevant matter.

47. Exemptions

- (a) On and from 25 November 1977, in respect of conditions of employment relating to meals, meal breaks, on-call, Sunday penalty rates, annual leave, annual leave loading, sick leave, Relieving other members of staff, hours, working week and the issue of shoes or boots, gauntlets or gloves for employees attached to the former Hunter Region Ambulance District (as delimited by the New South Wales Ambulance Transport Service Board at a meeting held on 8 February 1963), reference is to be made to Determinations of the Health Commission dated 25 November 1977 and 14 December 1979.

For the purposes of this, the Hunter Ambulance District shall mean the Hunter Ambulance District as delimited by the New South Wales Ambulance Transport Service Board at a meeting held on 8 February 1963, viz:

Commencing on the coast between Munmorah Lake and Tuggerah or Budgewoi or Middle Lake, thence in a westerly direction to the northern shore of Tuggerah or Budgewoi or Middle Lake, thence by the northern shore of that Lake (including Budgewoi, Halekulani and Buff Point) to Wallarah Creek, thence in a straight line to the junction of the MacDonal River and Yengo (or Boree) Creek, thence by the MacDonal River in a northerly direction to where it joins the Wareng (or Howes Valley) Creek, thence by the Big Broken Back Range to Payne's Crossing, thence in a straight line to "Mistletoe", thence by the road to Belford Railway Station, thence by the Main Northern Railway line to Black Creek and by the road from Stanhope to Cranky Corner and then by the road to "The Pass", thence by a straight line to Mount Royal, thence in a straight line to Eccleston, thence by the road to Salisbury Gap, then on to (but excluding) Salisbury, thence by the Wallorobba Range to the Railway Gates on the North Coast Railway Line, thence by the road to Wallarobba, thence by the most direct road to where it meets the Dungog-Clarencetown Road south of Brookfield, thence by that road to the bridge over the Williams River at Clarencetown (including Clarencetown), thence by that road to a point one mile south of Limeburners Creek, thence by a straight line to Dark Point on the coast, thence by the coast to the point of commencement.

- (b) This exemption shall only apply to those employees employed as such immediately prior to 14 October 1992.

48. Area, Incidence and Duration

- (a) This Award rescinds and replaces the Operational Ambulance Officers (State) Award published 10 July 1998 (305 IG 905) and all variations thereof.
- (b) It shall apply to all employees, as defined in this Award, employed by the Ambulance Service of New South Wales, excluding the County of Yancowinna, and shall regulate the terms and conditions of employment of such employees.
- (c) This Award takes effect from 1 December 2005, and shall remain in force until 30 June 2008.

PART B

MONETARY RATES

Table 1 - Wages

Classification	Rate from 1.7.2005 4% \$	Rate from 1.7.2006 4% \$	Rate from 1.7.2007 4% \$
PATIENT TRANSPORT OFFICER			
Trainee & Year 1	667.50	694.20	722.00
Year 2	697.40	725.30	754.30

AMBULANCE OFFICER			
Trainee & Year 1	732.40	761.70	792.20
Grade 1			
Year 1	753.20	783.30	814.60
Year 2	767.60	798.30	830.20
Grade 2			
Year 1	788.50	820.00	852.80
Year 2	803.50	835.60	869.00
Year 3	816.80	849.50	883.50
Year 4	831.70	865.00	899.60
Year 5	847.20	881.10	916.30
Year 6	860.90	895.30	931.10
Year 7	876.00	911.00	947.40
STATION OFFICER			
Grade 1	926.40	963.50	1,002.00
Grade 2	942.20	979.90	1,019.10
DISTRICT OFFICER	973.30	1,012.20	1,052.70
AEROMEDICAL OPERATIONS OFFICER	1,106.90	1,151.20	1,197.20
AMBULANCE TECHNICAL EDUCATOR			
Year 1	986.60	1,026.10	1,067.10
Year 2	1,020.00	1,060.80	1,103.20
Year 3	1,060.50	1,102.90	1,147.00
Year 4	1,099.10	1,143.10	1,188.80
AMBULANCE CLINICAL EDUCATOR			
Year 1	1,244.20	1,294.00	1,345.80
Year 2	1,290.50	1,342.10	1,395.80
Year 3	1,337.50	1,391.00	1,446.60
Year 4	1,383.90	1,439.30	1,496.90

Table 2 - Operations Centre Staff - Wages

Classification	Rate from 1.7.2005 4% \$	Rate from 1.7.2006 4% \$	Rate from 1.7.2007 4% \$
AMBULANCE OPERATIONS CENTRE OFFICER			
Trainee and Year 1	791.00	822.60	855.50
Year 1	813.40	845.90	879.70
Year 2	829.10	862.30	896.80
AMBULANCE OFFICER (OPERATIONS CENTRE)			

Grade 1			
Year 1	813.40	845.90	879.70
Year 2	829.10	862.30	896.80
Grade 2			
Year 1	851.60	885.70	921.10
Year 2	867.80	902.50	938.60
Year 3	882.00	917.30	954.00
Year 4	898.20	934.10	971.50
Year 5	915.00	951.60	989.70
Year 6	929.90	967.10	1,005.80
Year 7	946.10	983.90	1,023.30
DUTY OPERATIONS CENTRE OFFICER, OPERATIONS CENTRE (DOCOOC)	1,080.50	1,123.70	1,168.60
SENIOR DUTY OPERATIONS CENTRE OFFICER, OPERATIONS CENTRE (SOCOOC)	1,113.50	1,158.00	1,204.30
STATION OFFICER, OPERATIONS CENTRE (SOOC)			
Grade 1	1,000.60	1,040.60	1,082.20
Grade 2	1,017.60	1,058.30	1,100.60

Table 3 - Allowances

Item. No	Clause No.	Brief Description	Rate from 1.7.2005 \$	Rate from 1.7.2006 \$	Rate from 1.7.2007 \$
1	5	Specialist Allowance	29.30	30.50	31.70
2	5	Paramedic Allowance	86.40	89.90	93.50
3	12	On-call Allowance (daily)	14.20	14.80	15.40
4	12	On-Call Allowance (weekly)	56.90	59.20	61.60
5	23	* Living Away From Home Allowance	74.45	74.45	74.45
6	22	* Travelling Meal Allowance	13.25	13.25	13.25
7	13	* Overtime Meal Allowance	13.25	13.25	13.25
8	35 (a)	*Climatic and Isolation Allowance	4.30	4.30	4.30
9	35 (b)	*Climatic and Isolation Allowance	8.70	8.70	8.70
10	5	Advanced Life Support Allowance	60.60	63.00	65.50
11	5	Rescue (standby) Allowance	9.80	10.20	10.60
12	9 (a)	Ambulance Studies Certificate Allowance	17.20	17.90	18.60
13	9 (a)	Duty Operations Centre Officer-Air Ambulance (Transitional Allowance applicable only to officers employed as Air Ambulance Co- ordination Officers as at 6 February 1998).	9.80	10.20	10.60

* These rates move independently to award increases.

Table 4 - Additional Allowances - Uniformed Operations Centres Staff

Item No.	Clause	Brief Description	Rate from 1.7.2005 \$	Rate from 1.7.2006 \$	Rate from 1.7.2007 \$
1	5	Operations Centre (standby) Allowance	15.70	16.30	17.00
2	9 (a)	Operations Centre Allowance (This Allowance is only applicable to Ambulance Officer Grade 1 & 2, Station Officer Grade 1 & 2 and District Officers. Such an allowance is cumulative on other allowances paid to the employee at the time.)	62.60	65.10	67.70

SCHEDULE - A**Payment of Shift Penalties and Other Work Related Allowances Whilst Subject to Misconduct/Disciplinary Inquiries****("Misconduct/Disciplinary Inquiries Payment of Shift Penalties/Other Work Related Allowances" - Corporation's Policy Directive 2005_095)**

The Public Employment Office has issued Circular 96-35 advising of the new arrangements for the payment of shift penalties to employees who are transferred to other duties while a disciplinary inquiry is being held, but who are found not to be guilty of the matter which led to the inquiry.

The new arrangements have been developed in consultation with a number of public sector organisations, the Labor Council and public sector unions. The new arrangements are as follows:

Where an employee, who is engaged as a shift worker on a permanent or regular basis or has worked shift work regularly for the previous 3 months, is subject to a disciplinary inquiry or misconduct investigation and is:

- (1) Allocated alternative duties pending the outcome of the disciplinary inquiry or the misconduct investigation;
- (2) Placed on duties which result in loss of shift penalties and other allowances; and
- (3) Subsequently advised that there is no finding of guilt against them,

then the employee is to be reimbursed for the loss of shift penalties and other allowances that relate to work or conditions. The reimbursement is to be based on the average of any shift penalties and other work related allowances for the preceding 6 months or, if the period of shift work is less than 6 months, the average for the period worked.

The new arrangements are to be implemented from the date of this circular.

The following examples are provided to assist in clarifying these directions:

Example 1 - Where an employee who is not normally rostered to work shift work is requested to and agrees to work shift work for a specified period (ie. less than 3 months), is subject to a disciplinary inquiry and is returned to normal hours, and following the disciplinary inquiry is found not guilty, then no reimbursement is to be made for the loss of earnings for shift penalties and other work related allowances.

Example 2.-Where an employee who is not normally rostered to work shift work is requested to and agrees to work shift work for a specified period (i.e., more than 3 months), is subject to a disciplinary inquiry and is returned to normal hours, and following the disciplinary inquiry if found not guilty, then reimbursement should be made for the loss of earnings for shift penalties and other work related allowances based on the average for the preceding 6 months or lesser period where applicable.

Example 3.-Where an employee who is employed on a permanent basis to regularly work shift work but has worked shift work for less than 3 months, is subject to a disciplinary inquiry and is returned to normal hours and, following a disciplinary inquiry, is found not guilty, then the employee should be reimbursed for the loss of shift penalties and other allowances based on the average for the period employed.

John Wyn Owen

Director-General

SCHEDULE - B

Personal/Carer's Leave, Family and Community Service Leave

("Leave - Personal/Carer's Leave/Family and Community Service Leave - PHO's and Ambulance Service" - Corporation's Policy Directive 2005_431)

This circular is applicable to the Area/Rural Health Services, Public Hospitals, Ambulance Service, Royal Alexandra Hospital for Children (New Children's Hospital) and Corrections Health. It replaces the Department's previous circular on Family and Community Service Leave, circular 95/36, issued on 24 May 1995. It also replaces previous circulars dealing with Compassionate Leave (88/228 and 89/99).

On 11 February 1997 the Public Sector Management Office (PSMO) of the Premier's Department issued a new Determination, developed in consultation with the Labor Council and public sector unions, dealing comprehensively with Family and Community Service (FACS) Leave, Personal/Carer's Leave and the flexible use of other leave entitlements for public servants.

NSW Health has consulted the PSMO and Labor Council and had regard to the above Determination in developing the following arrangements, which include appropriate modifications to reflect the more generous FACS provisions currently applying in the health system. In line with the PSMO Determination, the FACS and Personal/Carer's Leave entitlements and associated arrangements set out in the attachment to this circular are to take effect from 30 August 1996, the date of the Industrial Relations Commission judgment in the State Personal/Carer's Leave Test Case.

FACS Leave and Personal/Carer's Leave are separate and stand alone entitlements. FACS Leave and Personal/Carer's Leave are available to all employees other than casuals.

FACS Leave is available:

For a range of personal reasons encompassing family responsibilities; or

For the performance of community service; or

For cases of pressing necessity.

Personal/Carer's Leave is available:

To provide care and/or support for sick members of the employee's family or household;

To provide for the flexible use of other entitlements.

With Personal/Carer's Leave employees are able to access current and up to 3 years accrued sick leave entitlements to care for a sick dependant.

There are also facilitative provisions in the new arrangements which are available to assist employees to reconcile work and family responsibilities by providing access to annual leave, time off in lieu of payment of overtime and "make-up" time. Access both to paid sick leave and time off in lieu of payment of overtime is specifically for the purpose of caring for a prescribed person.

Additional FACS Leave for Bereavement Purposes - Where FACS Leave has been exhausted, additional paid leave of up to two days may be granted on a discrete "per occasion" basis to an employee on the death of a family member as defined in clause 1.

Flexible Work Practice Alternatives to Using FACS or Personal/Carer's Leave

As an alternative to, or to be used in conjunction with FACS or Personal/Carer's Leave, are work practices that permit employees to vary their work arrangements to attend to short term family responsibilities or community service.

Health service organisations are to implement, where practicable, policy and procedures as defined in clause 4, "Use of make-up time", whereby employees have available to them the opportunity to:

- (i) Be absent from the workplace for short periods of time (eg. two hours) and be able to make up the time either earlier or later on the same day or during the following week or month;
- (ii) Exchange shifts or part-shifts with co-workers.

Implementation

All industrial instruments will be varied in due course to include reference to the above FACS and Personal/Carer's Leave arrangements and, where applicable, to remove inconsistent, redundant or inferior award provisions dealing with leave previously used for such purposes.

Any costs resulting from these new arrangements will need to be met from within existing resources.

PSMO Review of Personal/Carer's Leave in the Public Sector

In view of the Industrial Relations Commission's intention to review the operation of the August 1996 State Personal/Carer's Leave standard clause and general orders, the PSMO is to undertake a comprehensive review of the implementation of FACS and personal/carer's leave in the public sector. The PSMO review is to particularly focus on the extent to which sick leave is accessed by public sector employees for the purpose of caring for a sick person.

Area Health Services/Hospitals and Ambulance Service should ensure they have appropriate systems in place to enable the implementation and ongoing operation of personal/carer's leave and the continued operation of FACS Leave to be monitored. These systems will not only facilitate EEO reporting requirements but should also enable the demand for both forms of leave, and the cost of meeting that demand for the NSW Health System, to be properly assessed. Such information will be vital in any review of the operation of these leave provisions.

Any enquiries concerning this circular should be directed by hospitals/health units to the Health Service in the first instance. Only Health Service human resources personnel should contact the Department directly concerning the abovementioned.

Michael Reid

Director-General

NSW Health System

Family and Community Service Leave, Personal/Carer's Leave and flexible use of other leave entitlements

1. Family and Community Service Leave
 - 1.1 Family and Community Service Leave - General

- (i) For the purposes of this clause:
 - (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.
- (ii) The appropriate CEO may grant family and community service leave to an employee:
 - (a) To provide care and/or support for sick members of the employee's relatives or household; or
 - (b) For reasons related to the family responsibilities of the employee (e.g., to arrange and/or attend a funeral of a relative; to accompany a relative to a medical appointment where there is no element of emergency; parent/teacher meetings; education week activities; to meet elder-care requirements of a relative); or
 - (c) For reasons related to the performance of community service by the employee (e.g., in matters relating to citizenship; to office holders in local government, other than as mayor, for attendance at meetings, conferences or other associated duties; representing Australia or the State in major amateur sport other than in Olympic/Commonwealth Games); or
 - (d) In a case of pressing necessity (e.g., where an employee is unable to attend work because of adverse weather conditions which either prevent attendance or threaten life or property; the illness of a relative; where a child carer is unable to look after their charge).
- (iii) Family and Community Service Leave replaces Compassionate Leave.
- (iv) An employee is not to be granted family and community service leave for attendance at court to answer a criminal charge, unless the appropriate CEO approves the grant of leave in the particular case.

Management should assess applications for family and community service leave to attend court for reasons other than criminal charges (ie. Family Court), on an individual basis.

1.2 Family and Community Service Leave - Entitlement

- (i) The maximum amount of family and community service leave on full pay that may be granted to an employee is:
 - (a) Three (3) working days during the first year of service, commencing on and from 1 January 1995, and thereafter 6 working days in any period of 2 years; or
 - (b) One (1) working day, on a cumulative basis effective from 1 January 1995, for each year of service after 2 years' continuous service, minus any period of family and community service leave already taken by the employee since 1 January 1995,

whichever method provides the greater entitlement.

For the purposes of calculating entitlements under (i) (a) and (b) above, a working day for employees working 40 or 38 hours per week shall be deemed to consist of 8 hours, and a working day for employees working 35 hours per week shall be deemed to consist of 7 hours. The rate at which FACS leave is paid out and utilised shall be on actual hours absent from rostered shift.

Example A - An employee working 40 or 38 hours per week will have an entitlement, in their first year of employment, to 24 hours of FACS leave. If the employee takes FACS leave for a full 10-hour shift, the employee would be debited ten hours of FACS leave.

Example B - An employee working 35 hours per week will have an entitlement, in their first year of employment, to 21 hours of FACS leave. If the employee takes FACS leave for a full 7-hour shift, the employee would be debited 7 hours of FACS leave.

Example C - An employee, employed prior to 1 January 1995, applies for FACS leave on 20 February 1997. The employee is entitled to six days in any period of two years. Therefore, to calculate the employee's available FACS leave as at 20 February 1997, add all FACS leave taken from 21 February 1995 to 20 February 1997 and deduct that amount from the six days entitlement.

- (ii) Family and Community Service Leave is available to part-time employees on a pro rata basis, based on the average number of hours worked per week, ie. a working day shall consist of one-fifth of the employee's average weekly hours during the preceding 12 months or during the employee's period of employment, whichever is the lesser period.

Example - An employee working an average of 30 hours per week will have an entitlement, in his/her first year of employment, of 18 hours of FACS leave. If the employee takes FACS leave for a full rostered shift, eg. of four hours, the employee would be debited four hours of FACS leave. Likewise, if the employee was rostered for eight hours and was absent for the full eight hours on FACS leave, he/she would receive, and be debited, eight hours paid FACS leave.

- (iii) Where family and community service leave has been exhausted, additional FACS leave of up to two days for bereavement may be granted on a discrete, "per occasion" basis to an employee on the death of a relative or member of a household as defined in clause 1, "Definitions".

1.3 Use of Other Leave Entitlements

The appropriate CEO or authorised delegate may grant an employee other leave entitlements for reasons related to family responsibilities or community service by the employee. An employee may elect, with the consent of the employer, to take:

- (a) Annual leave;
- (b) Long service leave;
- (c) Leave without pay.

2. Personal/Carer's Leave

2.1 Use of sick leave to care for the person concerned - Definitions

A person who needs the employee's care and support is referred to as the "person concerned" and is:

- (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:
 - (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.

2.2 Use of Sick Leave to Care for the Person Concerned - Entitlement

- (a) The entitlement to use sick leave in accordance with this clause is subject to:
 - (i) The employee being responsible for the care and support of the person concerned; and
 - (ii) The person concerned being as defined in clause 2.1.
- (b) Other than a casual or any other employee who receives a loading in lieu of sick leave, an employee with responsibilities in relation to a person who needs their care and support shall be entitled to use the untaken sick leave, from that year's annual sick leave entitlement, to provide care and support for such persons when they are ill.
- (c) Sick leave accumulates from year to year. In addition to the current year's grant of sick leave available under (b) above, sick leave untaken from the previous 3 years may also be accessed by an employee with responsibilities in relation to a person who needs their care and support.
- (d) The CEO or authorised delegate may, in special circumstances, make a grant of additional sick leave. This grant can only be taken from sick leave untaken prior to the period referred to in clause (c) above.
- (e) The employee shall, if required, establish, either by production of a medical certificate or statutory declaration, that the illness of the person concerned is such as to require care by another person.
- (f) The employee has the right to choose the method by which the ground for leave is established, that is, by production of either a medical certificate or statutory declaration.
- (g) The employee is not required to state the exact nature of the relevant illness on either a medical certificate or statutory declaration.
- (h) The employee shall, wherever practicable, give the employer notice, prior to the absence, of the intention to take leave, the name of the person requiring care and that person's relationship to the employee, the reasons for taking such leave and the estimated length of absence. If it is not practicable for the employee to give prior notice of absence, the employee shall notify the employer by telephone of such absence at the first opportunity on the day of absence.
- (i) In normal circumstances, the employee must not take leave under this subclause where another person has taken leave to care for the same person.

2.3 Use of Other Leave Entitlements

An employee may elect, with the consent of the employer, to take:

- (a) Annual leave, including 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. 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;

- (b) Long service leave;
- (c) Leave without pay for the purpose of providing care and support to a member of a class of person set out in 2.1.

3. Time Off in Lieu of Payment of Overtime

- (a) An employee may elect, with the consent of the employer, to take time off in lieu of payment of overtime at a time or times agreed with the employer within 12 months of the said election.
- (b) Overtime taken as time off during ordinary time shall be taken at the ordinary time rate, that is, one hour off for each hour of overtime worked.
- (c) If, having elected to take time as leave in accordance with 3(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 12-month period from the date the overtime was worked, or earlier by agreement, or on termination.
- (d) Where no election is made in accordance with paragraph 3(a), the employee shall be paid overtime rates in accordance with the relevant industrial instrument.

4. Use of Make-Up Time

- (a) An employee may elect, with the consent of the employer, to work "make-up time". "Make-up time" is worked when the employee takes time off during ordinary hours for family or community service responsibilities, and works those hours at another time, during the spread of ordinary hours provided in the relevant industrial instrument, 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 during ordinary hours and works those hours at another time) at the shift work rate which would have been applicable to the hours taken off.

5. Grievance and Dispute Handling Process -

In the event of any grievance or dispute arising in connection with any part of the provisions of this circular, such a grievance or dispute shall be processed in accordance with established grievance and dispute handling procedures.

SCHEDULE - C

Study Leave

("Study Time" - Circular No. IC 96/04)

This Instructional Circular replaces IC 90/34, 94/15 and Administrative Circular 91/10.

This Instructional Circular details the provisions of Study Time as extracted from the Health Department Leave Matters Manual which applies to the Ambulance Service and the public health system generally.

Study time has been extended to staff in the past under these Health Department guidelines with the delegation for approval with the Divisional Superintendent/Director.

Staff are hereby advised that due to the essential nature of the Ambulance Service they are to first arrange leave to attend studies through flexibility in their roster arrangements. Study time leave only will be considered by the Service where staff can demonstrate that this option has been unsuccessful.

Eligibility

Study time may be granted by the Ambulance Service to full-time employees undertaking part-time courses of study, in disciplines appropriate to the Service, for which approval to enrol has been given by the Divisional Superintendent/Director.

Employees proposing to embark upon a course of study for which the Service's support is sought should consider the extent to which their own time will need to be applied to study, and whether they are prepared and able to firmly commit that time for the duration of the course. They should also consider whether the content of the course is appropriate to their employment situation, either present or contemplated, and whether attainment of the qualification will be of benefit to them in their work.

Having decided to undertake the course, an employee should discuss the proposal with their Divisional Superintendent/Director and secure approval before making any final arrangements for enrolment or registering in a course.

The Divisional Superintendent/Director is required to examine the appropriateness of the course considered by any full-time employee, and be satisfied that it will better qualify the employee for service within the Ambulance Service, before giving the approval and committing the Service to support in the form of study time. The Divisional Superintendent/Director should ensure that study time will not interfere with the maintenance of the Service's essential service, nor require the employment of additional staff. The application form for study time is attached as Appendix A.

Study time and/or paid time off for course work will only be granted in respect of one course at any one time. An employee who is undertaking two or more courses concurrently will not in any circumstances be granted paid study time for more than one.

Financial Assistance

It is to be noted that employees who undertake courses associated with part-time and external studies are not entitled to any financial assistance regarding reimbursement of fees, travelling, etc.

Extent of Entitlement

For face-to-face studies in courses conducted by universities, the NSW Institute of Technology, colleges of advanced education or technical colleges, employees are eligible for a maximum of four hours' paid study leave per week to attend lectures held in working hours, and for necessary travelling time involved. Any absence from duty in excess of this limit is to be made up.

Where lectures are held outside working hours or during a combination of working and non-working hours an employee may be granted paid study time on the basis of one half-hour for each hour of compulsory attendance at after-hours lectures. Travel time necessary to attend lectures may also be granted, but the aggregate of paid time off under this provision is not to exceed four hours per week. Any absence from duty in excess of this limit is to be made up.

For employees undertaking an approved course by correspondence, or as "external students", study time may be granted on the basis of one quarter hour for each hour of lecture time in the face-to-face course, to a maximum of four hours per week. However, where external students are required to compulsorily attend a residential school or practical session, they will be granted leave on the basis of five days per subject per year, or 2½ days per subject per semester. This leave will be in substitution for, and not additional to, study time which might otherwise have been granted on a weekly basis. Any extra time involved is to be debited against an employee's accrued annual leave or taken as leave without pay.

It should be noted that study time may be granted, and taken, only once in respect of any course subject. Any student, therefore, who fails to pass in a subject at the first attempt, and is required to repeat that subject, shall not be eligible for paid study time in respect of that repeat. This applies even though the repeat involved attendance at lectures in working hours (in which case all time off for repeat studies must be made up) or compulsory attendance at a residential school (in which case all the time off must be made up, taken as leave without pay or annual leave).

However, a student who is taking a combination of new and repeated subjects in any semester or course year is eligible for study time in respect of the new subject(s).

Study time shall not be granted or taken during course vacations.

An employee who is enrolled in a course which involves compulsory attendance at a field day or days may be granted study time to attend. Leave for this purpose is limited to seven hours on any one day, and where a field day occurs on a non-working day no time off in lieu is to be allowed. Where the aggregate of time off for course purposes exceeds four hours in any one week, the excess is required to be made up. Reference should be made to sub-section "Making Up of Time" for certain conditions relating to the making up of time off for study purposes.

Divisional Superintendents/Directors must satisfy themselves that applicants for study time are required to attend lectures, field days or residential schools at the times stated in their applications.

Entitlements for employees undertaking higher degree studies differ from those dealt with above and these are discussed in the sub-section "Part-time Higher Degree Studies".

Making Up of Time

Employees who are absent from duty for more than the maximum four hours in any week are required to make up the excess time off. However, the maximum excess time off taken in any one week which is required to be made up is five hours; where the excess time off necessarily taken by an employee for course purposes exceeds nine hours per week the hours over nine hours are abandoned. The following example illustrates the principles involved.

An employee who attends four hours of face-to-face lectures, and is also required to attend a field day in that same week:

-----4 hours lectures	-----	-----8 hours field day -----	
-----4 hours paid leave	-----	-----7 hours (max) paid leave -----unpaid -----	
4 hours	5 hours	2 hours	1 hour

(max) for the week 5 hours (max).- | abandoned

..... made up

It will be seen that the employee has been granted time off as paid study time to attend lectures then is required to attend a field day of eight hours' duration, and is paid for seven hours, which is the maximum allowed for attendance at a field day. They have, therefore, done course work for 12 hours in that week and have been paid the maximum allowable aggregate of 11 hours. They are then required to make up the maximum of five hours' excess (in any one week), and the remainder (two hours) is abandoned. They are not required to make it up either in this week or at any future time.

As a general rule, time must be made up as soon as possible after the leave has been taken; it cannot be made up in advance, except in the week in which the excess time off is to be taken, but make-up time may be deferred, if convenient to the Service, until a later date (eg. during vacations). Time off is not permitted to be made up during meal breaks.

The supervision of staff during make-up time should be the same as is normally required.

Despite the provisions of this section, all paid time off for course work in repeated subjects must be made up, however much it may be; the five hours limitation does not apply to repeated subjects. This time off should be made up as soon as possible, or at the Service's convenience.

Accumulation of Study Time

Study time may be accumulated to a maximum of five days per year (or 2½ days per semester) subject to the approval and convenience of the Service and a request by the employee.

It will be remembered that employees engaged in courses requiring compulsory attendance at a residential school are not eligible for weekly study time, but are allowed a maximum of five days per subject per year (or 2½ days per subject per semester) to attend.

Employees, other than those covered in the second paragraph of this section, who are entitled to less than two hours' study leave per week may elect to accumulate that time and take it in half-day or one-day periods if they feel that this will be more beneficial to their studies.

Where students believe that their course requirements and/or personal circumstances are such that they would benefit more by accruing study time rather than taking it weekly, they may be granted a consolidated period not exceeding five days per year (or 2½ days per semester) in substitution for weekly study time, and may take this leave either prior to or during examinations.

Students who receive some paid study time weekly for lecture attendance and/or travelling time during working hours, and also have some additional entitlement (eg. from attendance at out-of-hours lectures) may convert the additional entitlement to a five-days-per-annum grant if they so desire.

Approval to accrue five (or 2½) days' study time as provided above should be sought at the beginning of each course year. However, a student who elects to accrue at the beginning, or vice versa, may opt to reverse that decision, as from 1 July, for the remainder of the year.

The Service, in giving approval for the accrual of study time, should ensure that the Service will not be inconvenienced, or the maintenance of essential operations jeopardised, by such arrangement and that there will not be any need to employ relief staff. However, where approval is initially given, the Service is required to honour its undertaking for the agreed period even though circumstances may alter and the employee's absence has become inconvenient. If the Service declines an employee's request for approval of accumulation of study time it is obliged to grant such time on a weekly basis.

Employees undertaking a course who join the Service after the commencement of the course year may apply on 1 July of that year to accumulate their study time.

External Studies

Employees may enrol, subject to approval by the Service, as external students in courses of study leading to a first or further qualification other than a higher degree. These courses may be taken through a university or a college of advanced education.

Such a course does not usually require the student to attend lectures during the course year or semester, but usually does require compulsory attendance at a residential school at least once during each year or semester.

Study time is to be granted on the basis of five days per subject per year, or 2½ days per subject per semester, and it is to be made available to the employee to attend the school or schools held. This leave is in substitution for, and not additional to, leave which might otherwise be granted on a weekly basis.

Students attending residential schools do not receive any allowance for travelling, accommodation, or incidental costs.

Part-time higher degree studies

The provisions for study time for employees undertaking higher degree studies are altogether different from the provisions already described, except for courses which involve face-to-face instruction.

The following grants of study time represent the maximum grant available for higher degree studies, and the periods of leave may be taken as required by the employee, subject to the convenience of the Service:

Employees studying entirely by thesis may be granted a period of ten days' study time.

For study entirely by research and thesis there is an entitlement of 20 days' leave; in these cases a further ten days' leave may be granted where the Service is satisfied that the nature and progress of the research warrants further study time.

For study which involves course work followed by the preparation of a thesis necessitating further research, employees may be granted weekly study time for the course work, where appropriate, and may also be granted a further ten days' leave for the preparation of the thesis.

Periods of ten days' and 20 days' study time must be taken as units, not as scattered or random days towards the total entitlement, and apply to the thesis not per year.

Examination Leave

A terminal examination is one which occurs at the end of the subject and must be passed for the subject to be completed and the student to progress further; or one set during the course which forms an integral part of the major examination or final assessment in that subject and which the student must take in order to pass that subject in an academic year.

Employees attending terminal examinations in approved tertiary courses may be granted pre-examination and examination leave on the following basis:

Half day examination leave for an examination in the morning - There is no pre-examination leave in this case, except where the employee works an evening shift on the evening prior, when the equivalent of one half day's leave may be granted.

In the case of half day examination leave in the afternoon, the employee may be granted half day pre-examination leave in the same morning. Where examinations are held in the evening, employees may be granted half day pre-examination leave on the afternoon of the same day.

Where an examination is conducted within the normal class timetable during the term and study time is granted to the employee for either private study or actual lecture attendance, no examination leave or pre-examination leave is to be granted.

Pre-examination leave is not to be granted where study time has been refused, except in respect of repeat studies in a course normally attracting that concession.

Employees undertaking courses either by correspondence or by face-to-face studies may be granted leave for examinations, including deferred examinations, as well as repeat studies in respect of the above courses.

Robert McGregor

Chief Executive Officer

APPENDIX "A"

Application for Study Time

Surname: _____ Given Names: _____

Position: _____ Div/Location: _____

Previous Studies Since Leaving School

Year	Course and University or College	Subjects Completed	Study Time Granted

Studies Proposed this Year

Course: _____

Course Duration: _____ (years) Full-time/Part-time

College or University: _____

Subjects: _____

Has this subject been attempted previously? Yes/No

Timetable of Studies this Year

(as per Fees Receipt)

Day	Subjects	From	To
Monday			
Tuesday			
Wednesday			
Thursday			
Friday			
Saturday			
Sunday			

Total Study Time/Examination Leave Applied for During Working Hours

	Hours/Minutes	Rostered Shift
(a) Lectures/Travelling Time:	_____	_____
(b) Private study	_____	_____
	_____	_____

I certify that the above information is correct:

Applicant's Signature:

Date

Supervisor's Report - (Please confirm that all flexibility in roster arrangements are exhausted).

Supervisor's Signature

Date

Recommendation to approve study leave:

Divisional Superintendent/Director

Date

Attach supporting documentation if desired.

SCHEDULE - D

Paid Trade Union Leave

("Trade Union Leave - Paid" - Corporation's Policy Directive 2005_428)

The Premier has agreed that special leave with pay will be granted to all public sector workers (includes employees in the health system) who are members of their relevant union and have been accredited by their union as a delegate to their union conferences, executive meetings or to the annual conference of either the Labor Council of NSW or the bi-annual congress of the Australian Council of Trade Unions.

Any delegate who wishes to attend a conference is required to establish that they are accredited delegates and this must be done in sufficient time to allow their health service to make arrangements for work and duties to be carried out during the time of the absence of the employee.

For special leave to be granted for the purposes outlined above, it is necessary that the health service is informed by the employee within sufficient time by way of documentary evidence from the union, showing that the person applying for special leave is an accredited delegate. Health services will not meet any costs/expenses of the employee in attending these conferences, etc.

Whilst special leave with pay should be granted for the purposes outlined above for which the employee is rostered on duty, no credit is to be allowed for any conference day, etc., which coincides with a day on which the employee has been rostered off duty, or which is normally a non-working day.

The attached guidelines are to be used (95/70).

John Wyn Owen,

Director-General

Paid Trade Union Leave (Corporation's Circular No. 95/70)

Paid Trade Union Leave

Reference is made to Department of Health Circular No. 95/68 of 18 August 1995 concerning the above matter.

To assist the parties in the implementation of the Government's decision on this matter, the Public Employment Office of the Premier's Department has developed guidelines and issued the attached Circular to public agencies.

It has been determined that the attached guidelines are also to be used in the public health system. This Circular should be read in conjunction with Circular No. 95/68 of 18 August 1995.

John Wyn Owen,

Director-General

Public Employment Office**PEO Circular No. 95-16****Paid Trade Union Leave****(Circular to all Chief Executive Officers)**

I refer to the Memorandum issued on 14 July 1995 by the acting Minister for Industrial Relations confirming availability of special leave with pay for union activities.

To assist the parties with the implementation of this decision, the following guidelines have been developed for public agencies:

- (i) Eligibility - Applies to members of relevant unions accredited by their union as a delegate.
- (ii) Paid special leave is available for attendance at:
Annual or bi-annual conferences of the delegate's union; and

Meetings of the union's executive/Committee of Management; or

Annual conference of the Labor Council of NSW; or
Bi-annual conference of the Australian Council of Trade Unions.
- (iii) Limits - There is no limit on the special leave that could be applied for or granted. It is expected, however, that the leave would be kept to a minimum and that, on average, not more than five days special leave per year would need to be taken.
- (iv) Responsibilities of the union delegate are:

To establish accreditation as a delegate with the union;

To provide sufficient notice of absence to the employer; and

To lodge a formal application for special leave.
- (v) Responsibilities of the union are:

To provide documentary evidence to the employer about an accredited delegate in sufficient time to enable the employer to make arrangements for performance of duties;

To meet all travelling, accommodation and any other costs incurred by the accredited delegate; and

To provide the employer with confirmation of attendance of the accredited delegate.
- (vi) Responsibilities of the employer are:

To release the accredited delegate for the duration of the conference or meeting;

To grant special leave (with pay); and

To ensure that the duties of the absent delegate are performed in his/her absence, if appropriate.
- (vii) Period of Notice

Generally, dates of conferences or meetings are known well in advance and it is expected that employers would be notified as soon as accreditation has been given to a delegate or at least two weeks before the date of attendance.

Where extraordinary meetings are called at short notice, a shorter period of notice would be acceptable, provided such notice is given to the employer as soon as advice of the meeting is received by the accredited delegate.

(viii) Travel Time

Where a delegate has to travel to Sydney, inter or intrastate, to attend a conference or meeting, special leave will also apply to reasonable travelling time to and from the venue of the conference or meeting.

No compensation, such as time off in lieu, is to be provided if travel can be and is undertaken on an accredited delegate's non-working day or before or after his/her normal hours of work.

(ix) Payment of Allowances

No allowances will be claimable in cases of special leave granted for attendance at union conferences or executive meetings covered by this circular. (See also item (v) above.)

(x) Relationship to Awards and Agreements

The provisions contained in this circular will not apply if more generous provisions for trade union leave are already provided under awards or agreements applicable to officers and employees in your organisation.

(xi) Date of effect

These provisions apply to trade union leave taken for the purposes listed above on or after 14 July 1995.

Ken Cripps

Commissioner

SCHEDULE - E

Rental and Management Aspects of Public Sector Housing

("Rental and Management Aspects of Public Sector Housing" - Corporation's Policy Directive 2005_089)

Over a period of years, Government Policy on rental for Public Sector Housing was changed so that now rentals are applied at market rates unless unusual circumstances exist.

A comprehensive policy statement to serve as a guide to Areas and Districts in administering the policy has been prepared and a copy is now attached. The statement has been included in the Accounting Manual.

This circular replaces previous instructions issued on this subject.

John Wyn Owen

Director-General

Health Organisation Residences Public Sector Housing

(1) Government Policy

Health employees who reside in Health Organisation residences are to be charged the full market value rental of the property.

The only instances where market rents will not be charged are when specific approval has been given by the Public Employment Office or when accommodation is provided as part of awards and agreements.

The Department of Health has therefore determined the following policy in relation to rental charges for "residences" (as defined hereunder) in all Health Organisations.

(2) Definition

For the purposes of this section, the term "residence" means house, cottage, town house, home unit, apartment, flat or the like which is owned, leased or otherwise controlled by a Health Organisation or by the Board of Directors or other governing authorities thereof, but does not include accommodation which forms part of a traditional style Nurses' Home, staff quarters or the like. For example, Resident medical staff who occupy single quarters in a RMO complex would not be covered by the terms of this section but would merely pay the accommodation and board charges as prescribed in the Public Hospital Nurses (State) Award, but if they occupy a house or a unit they would be covered by the terms of this section because the award rate was only ever fixed in relation to "single room" accommodation. Similarly, if a Director of Nursing occupies a flat attached to a Nurses Home, the award rate applies; if they have a separate unit or house, then the terms of this section will apply.

The term "Industrial Authority" relates to the Public Employment Office.

(3) Eligibility of Staff for Public Sector Housing

Except where already provided in awards and agreements, approval may be given to the provision of staff residential accommodation under the following conditions:

- (i) Where assistance is essential to the continued provision of priority government services to the community.
- (ii) Where the employee cannot obtain private accommodation which is of reasonable standard, in a reasonable location and at a reasonable rent.
- (iii) The special duties to be performed require the employee to live on site or close to the work site.

NOTE: As a general rule, Health Organisations are not to make it a condition of employment that any employee be required to "live in" Health Organisation premises. Where there is compelling reason why the employee should "live in" the matter should be referred to Central Administration for determination. The Department will only agree to such a requirement being imposed on an employee in very exceptional circumstances.

- (iv) Where a property is required to be retained for future development and there is no Health Organisation employee or hospital demand for that property, consideration will be given to leasing the property to other Public Sector employees or the community.

(4) Ineligibility

An employee is ineligible for housing assistance if he/she owns a property with a dwelling in the area to which he/she is appointed.

(5) Assessing Market Rent

The Health Organisation will obtain a valuation report either from the Valuer General's Department, Department of Housing or a member of the Australian Institute of Valuers to assess the market rent. The valuation should take into account all relevant matters such as the condition of the premises, the floor coverings, etc., disadvantageous aspects such as location within the hospital boundaries, lack of exclusive use of premises, etc.

(6) Rental Reviews

The Health Organisation will (1) on an annual basis assess and adjust as necessary market rent for each residence under its control by utilising benchmark market rental for various localities as provided by a registered real estate valuer, and (2) every five years, at the same time as obtaining asset valuations

required by Treasury Circular G 1991/20 Accounting Policies for Revaluation of Non-current Physical Assets, obtain individual property rental assessments from a registered real estate valuer, and re-assess and adjust rental accordingly.

The cost of obtaining valuations should be charged against rental receipts.

(7) Tenancy Agreements

All employees of Health Organisations or members of the public who are proposing to rent Health Organisation premises must sign and abide by conditions as set out in the *Residential Tenancies Act 1987* and Regulations.

Employees renting under existing agreements may continue to occupy Health Organisation premises until the current agreement lapses or at the end of 12 months, whichever comes first.

In both cases new agreements are to be completed every 12 months, commencing 31 July the following year.

This procedure will ensure the Health Organisation records are accurate and reflect the true accounts of housing stock available. (See Appendix G for Residential Tenancy Agreement and Conditions).

(8) Payment of Rent

- (i) The employee shall be charged in accordance with the amount of such market rental valuation and such charge should, with the agreement of the employee, be deducted fortnightly in advance from the salary of the employee. In the case of a private tenant, rent should be paid fortnightly, in advance, by direct bank deposits, etc.

Residences are to be separately metered for gas and electricity, and the tenants are required to meet these costs. Likewise, tenants are also required to meet the cost of all other services, including heating oil and excess water used during the occupation of the accommodation.

Where it is not possible to separately meter individual residences, the fact that gas and electricity is supplied should be drawn to the attention of the valuer and an allowance made for in the rental value determined.

- (ii) Shared accommodation - When two or more employees share occupancy of any residence, separate leases under the *Residential Tenancies Act 1987* are proposed for each tenant and the rental charges pro rated amongst them.
- (iii) Pre-existing claims - A number of Health Organisations and/or their employees have claimed in the past that a particular rental figure was agreed upon as part of the initial contract of employment and that it therefore cannot be altered without the employee's consent. The Department is not prepared to accept that interpretation. It is considered that the particular rental figure stipulated can only be regarded as relevant to a particular point in time and that it is implied that it will increase periodically in the same way as salaries and allowances increase periodically. Unless the contract of employment is evidenced by a document expressly stating that the rental figure mentioned therein cannot be reviewed from time to time, Health Organisations are required to apply the provisions of this section to the employee concerned. Where such an express statement is contained in any document, the Chief Executive Officer (CEO), General Manager or Director-General, as appropriate, is to be informed and supplied with copies of such documentation. CEO's and General Managers are to refer all instances of this nature to Central Administration.

(9) Re-negotiation of Awards or Agreements

With the aim of bringing all housing arrangements in line with the managing employee housing policy, Health Organisations should ensure that housing and rental arrangements set out in existing awards or

agreements and any new claims from employees or unions for housing and rent assistance, are included in any relevant negotiations for enterprise agreements or awards.

(10) Housing Subsidies or Allowances

The Department has obtained approval from the Public Employment Office to charge less than market rent for public sector housing under the following circumstances:

- (i) In isolated localities that are difficult to staff, rents may be varied to 80 per cent of the market rent.
- (ii) Where occupation of a residence is essential to the performance of duties, eg. where the employee is required to work from home during or outside usual hours, 50 per cent of full market rental may be charged.
- (iii) Consideration will also be given to set rent at 50 per cent of market rent in situations where 100 per cent (full market rent) or 80 per cent (remote location rent) usually applies, but 50 per cent of market rent recognises the exceptionally high cost of rent associated with the shortage of suitable accommodation and the income of employees concerned. These are exceptional circumstances where rent reductions are warranted in recognition of working arrangements for priority service delivery.
- (iv) Consideration will also be given to set rent at 30 per cent of market rent where the residence is located in other than a typical residential area, occupation of the residence is essential to performance of duties (eg. caretaker, gatekeeper) and the full market rent is unreasonably high because of the location.
- (v) Consideration will also be given to set rent at 30 per cent of market rent in situations where 50 per cent (essential occupation) usually applies, but 30 per cent projects cost-effective working arrangements and/or recognises the particular difficulties faced by low income employees. There are exceptional cases where rent reductions are warranted in recognition of working arrangements for priority service delivery.

Where Health Organisations believe that in certain circumstances there is a need to provide assistance to employees occupying public sector housing other than by way of reductions from market rent, they may take the form of a specific allowance that attaches to the individual and not the property. Health Organisations may seek the approval for such allowances, or address any issues regarding allowances in negotiations for new awards or agreements. The cost of any housing allowances should be met by the organisation without any additional budget funding.

(11) Fringe Benefits Tax

Unless the institution involved has fringe benefit tax exemption status, fringe benefits tax is payable on the difference between the reduced rental rate and the full market rate.

(12) Rental Bonds

In general, employees who lease Health Organisation premises are not required to pay a four week bond "up front". Only members of the public not associated with the Health Organisation are required to pay a four week bond prior to occupation of the premises. In these cases the premises have usually been listed on the open rental market through a registered real estate agent.

(13) Vacancy and Movement of Staff Tenants

In the event that an employee vacates the premises under the terms of the *Residential Tenancies Act* 1987 and Regulations he/she must:

- (i) Promptly deliver up possession including return of the keys to the Health Organisation or agent; failure to return keys to the Health Organisation or agent will result in rent being charged until such time as the keys are returned;
- (ii) Notify the Health Organisation of his/her forwarding address.

(14) Termination of Agreement by Health Corporation

Under the terms of the Residential Tenancies Act 1987 and Regulations, notice may be given to terminate the rental agreement if:

- (i) The employee has not paid rent for 14 days;
- (ii) The Health Organisation or the employee breaks the agreement; and
- (iii) The Health Organisation or the employee wishes to give vacant possession at the end of the fixed term set out in the agreement.

If notice is given for the above reasons, 14 days notice is required.

(15) Secondment of Staff

The existing practice in respect of seconded staff is to continue; that is, where the officers live at their parent Health Organisation and continue to maintain their accommodation while temporarily attached to another Health Organisation, any accommodation (but not meals) supplied at the second Health Organisation is to be on a no-charge basis.

- (i) Employees from other Health Organisations (public) provided with temporary (not secondment) accommodation can either be charged or not charged, depending on the circumstances. If charged, the rate is to be that for a nurse in a "nurses home" at a daily rate including meals provided. Fees raised are to be counted as General Fund Revenue.
- (ii) Representatives from the private sector provided with temporary accommodation can be either charged or not, depending on the circumstances. If charged, the rate is to be at a level as determined between the local Health Organisation and the private sector representative. Charges, if raised, are to be remitted to General Fund Revenue.

(16) Repairs and Maintenance Policy

Maintenance of employee housing must be arranged in accordance with the asset management requirements set out in the NSW Government's Total Asset Management Manual.

Reporting requirements of the Total Asset Management Manual make it necessary to report on property maintenance strategies and achievements in the Annual Report.

Repairs and maintenance associated with properties are to be funded from rental receipts. This will also include the cost of 12-monthly valuation as required by this policy.

(17) Receipts and Payments

In general, revenue from the leasing or renting of Health Organisation property is to be paid to the General Revenue Account, unless the property being leased/rented was purchased from a trust that specified revenue from the trust is to be returned to the credit (less the cost of maintenance and repairs of the property) of that particular trust.

Rental payments in respect of all residences used for Health Organisation staff, other than residences held for the purposes of Special Purposes and Trust (SP&T) Fund investment, should be recorded in the General Fund.

Receipts and payments in respect of all residences purchased with SP&T funds should be recorded in the appropriate accounts in the SP&T Fund, subject to all costs associated with maintaining those premises coming out of those funds.

Any case where doubt exists as to the appropriate funds to be used should be referred to the Asset Management Unit of the Department for determination.

NOTE: The Auditor-General in his findings of the investigation of Public Sector Housing recommended that consideration should be given to the self funding of Health Organisation maintenance programmes through the utilisation of rental receipts. Any excess funds could be channelled back to Consolidated Revenue.

Disputes Between the Health Organisation and Tenant - Where disputes between the Health Organisation and the tenant over rent or condition occur and cannot be resolved between the parties, both parties have the right to take the dispute to the Residential Tenancies Tribunal of NSW for a determination.

(18) Approvals

Once approval has been given to charging less than market rent in specific circumstances, the CEO or General Manager may approve the same arrangements in similar circumstances without referring the case to Central Administration.

CEOs and/or General Managers will arrange for regular reviews of progress of programmes to be undertaken and brief reports included in the Department's quarterly returns for Major Industrial Issues Report to the Premier.

It is also necessary to specifically report in the Annual Report the action taken to fulfil the requirements of this policy. Such requirements will also be subject to audit by the Auditor-General.

(19) Purchase and Disposal of Houses

Purchase and disposal of housing should be arranged through the Central Administration (Asset Management Unit).

Purchases - Details which should be supplied are:

Reasons for the purchase;

The source of funds;

Details of any properties under consideration.

NOTE: Upon approval, the Valuer-General will be authorised to negotiate the purchase of the property. On no account should any commitments be entered into regarding the price or conditions of purchase.

Properties will be purchased in the name of the Health Administration Corporation.

Disposal - Details which should be supplied to Central Administration are:

The registered proprietor of the property;

Description/condition of the property;

If vacant or any tenancy arrangements;

If known, date of purchase and cost;

Source of original funding;

Proposed use of proceeds.

(20) Recording of Information

For the purpose of complying with the Government's policy on market rent, each Health Organisation will maintain an up-to-date record of residences owned or leased, the market rent for each property, the rent charged and any allowance paid. Where rent charged is less than the market value, this should be authorised by the CEO or General Manager in cases where the circumstances are similar to an approval by the Central Administration.

A file should be maintained for each residence, etc., incorporating all relevant valuations, approvals, etc.

R. P. BOLAND *J.*

Printed by the authority of the Industrial Registrar.

PRIVATE AMBULANCE SERVICES PROVIDERS CONSENT (STATE) AWARD

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

Application by Health Services Union, Industrial Organisation of Employees.

(No. IRC 888 of 2005)

Before The Honourable Justice Boland

23 March 2006

AWARD

1. Title

This Award shall be known as the "Private Ambulance Service Providers Consent (State) Award".

2. Arrangement

Clause No.	Subject Matter
1.	Title
2.	Arrangement
3.	Definitions
4.	Classifications
5.	Appointment of Employees
6.	Full Time Employees
7.	Permanent Part-Time Employee
8.	Casual Employees
9.	Employee's Duties
10.	Wages
11.	Hours of Duty
12.	Roster of Hours
13.	Employees on Call
14.	Overtime
15.	Time Off in Lieu of Overtime
16.	Reasonable Hours
17.	Penalty Rates for Shift Work
18.	Weekend Work
19.	Termination of Employment
20.	Travelling on shift
21.	Public Holidays
22.	Annual Leave
23.	Annual Leave Loading
24.	Long Service Leave
25.	Sick Leave
26.	Personal/Carer's Leave
27.	Bereavement & Family Leave
29.	Parental Leave
29.	Uniforms
30.	Accommodation
31.	Benefits not to be withdrawn
32.	Payment and Particulars of Wages
33.	Issues Resolution
34.	Anti-Discrimination
35.	Occupational Health and Safety

- 36. Leave Reserved
- 37. Area, Incidence and Duration

PART B

MONETARY RATES

- Tables 1 - Wages
- Table 2 - Allowances

3. Definitions

"Ambulance Service" means the Ambulance Service of NSW.

"Day Worker" means an employee who works his or her ordinary hours from Saturday to Friday inclusive and who commences work on such days between 6:00 am and noon inclusive.

"Designated Place of Work" means the location or locations designated under this award by the employer as the principle place or places that an employee will report for duty for the commencement of each shift, and will be identified by the employer to the employee for each shift.

"Emergency Care Providers Australia" means the organisation that represents the interests nationally of Private Ambulance Service Providers.

"Employee" means a person who is employed pursuant to this Award.

"Employer" means a person or entity providing private ambulance services and associated services other than those provided by the Ambulance Service or the NSW Health Service.

"Modified Hours Roster" means any roster which arranges the hours of duty of full time employees in a format other than on an eight (8) hours per shift basis.

"NSW Health Service" means public hospitals and/or Area Health Services who provide patient transport services.

"Ordinary hourly rate" for the purposes of this award has incorporated within it by way of a 'composite wage arrangement' payments that may have otherwise accrued for working weekends. The ordinary hourly rate will accordingly be used for all purposes in this award (including superannuation) for all time worked by employees.

"Private Ambulance Service Provider" means any person or organisation in NSW providing first aid, pre-hospital response, treatment and/or transport other than the Ambulance Service or NSW Health Service.

"Shift Worker" means an employee who is not a day worker as defined.

"Union" means the Health Services Union.

"Vehicle" for the purposes of this award refers to the means of transport provided by the employer relevant to the duties and role undertaken by an employee.

"Working Week" for the purpose of this Award, shall commence on Saturday and finish on Friday.

4. Classifications

- (i) "Dispatcher" - means an employee who is required to allocate, monitor and coordinate private ambulance services in relation to designated workloads and the requirements of clients.
- (ii) "Dispatch Supervisor" - means an employee who is required to supervise and manage the allocation, monitoring and coordinating of private ambulance services in relation to designated workloads and the

requirements of clients. This position can also be responsible for the supervision of other employees involved in coordinating the activities provided by the employer.

- (iii) "Ambulance Employee - Grade 1" - means an employee who will be trained in basic first aid and basic life support skills and able to operate as a first aider. They must have a WorkCover accredited first aid certificate. If required by their employer to drive a vehicle, they must have completed relevant driver training.
- (iv) "Ambulance Employee - Grade 2" - means an employee who will have attained Grade 1 training and who will also be trained in occupational first aid and able to operate as an occupational first aider. They must have a WorkCover accredited occupational first aid certificate. If required by their employer to drive a vehicle, they must have completed relevant driver training.
- (v) "Ambulance Employee - Grade 3" - means an employee who will have attained Grade 1 and Grade 2 training and who will also be trained in advanced cardio pulmonary resuscitation; advanced first aid training; patient handling and lifting techniques; driver training; use of spinal boards and body immobilisation techniques; and Automatic External Defibrillation. They must have a Certificate III issued by a Registered Training Organisation relevant to the role. They must use these skills in their role.
- (vi) "Ambulance Employee - Grade 4" - means an employee who will have attained Grades 1 - 3 training and who will also be trained in advanced emergency care using protocols, procedures, pharmacologies, reflective of the position. A superior knowledge of anatomy and physiology would be expected. They must have a Certificate IV issued by a Registered Training Organisation relevant to the role. They must use these skills in their role.
- (vii) "Ambulance Employee - Grade 5" - means an employee who will have attained Grades 1 - 4 training and who will also be trained in advanced emergency care using protocols, procedures, pharmacologies, reflective of the position. Excellent knowledge of anatomy and physiology would be expected. Some staff mentoring and supervision may be required. They must have at least 2 years full time use of skills as a Grade 4 employee. They must use Grade 5 skills in their role.
- (viii) "Ambulance Employee - Grade 6" - means an employee who will have attained Grades 1 - 5 training and who will have trained to or hold a Paramedical level of emergency care using protocols, procedures, pharmacologies reflective of the position. Excellent knowledge of anatomy and physiology are required. A degree in Paramedical and/or pre-hospital emergency care studies would be advantageous. Staff and clinical mentoring/supervision would be expected in this role. They must use Grade 6 skills in their role.

Note: The nomenclature of "Paramedic" or "Paramedical" can only be associated with the direct services provided by an Ambulance Employee - Grade 6 as so defined above.

5. Appointment of Employees

- (i) All employees covered by this award must be appointed or promoted by letter of offer.
- (ii) The letters of offer must have a:
 - a. commencement date and working roster
 - b. position description
 - c. reference to this award and the employee's grade
 - d. reporting structure
 - e. remuneration details
 - f. reference to whether the employment is full time, part time, or casual
 - g. probationary period

6. Full Time Employees

A full time employee is one who is employed for 152 hours per four (4) weekly cycle.

7. Permanent Part-Time Employees

- (i) A permanent part-time employee is one who is permanently appointed by the employer to work a specified number of hours from a minimum of 16 hours to a maximum of 152 hours per four (4) weekly cycle except in emergency or urgent circumstances.
- (ii) Permanent part-time employees shall work in accordance with rosters exhibited at least seven (7) days in advance of the commencing date of the roster and shall show the hours of duty for the 28 day roster.
- (iii) Permanent part-time employees shall be paid an hourly rate calculated on the basis of one thirty-eighth of the rate prescribed in Table 1, Wages, of Part B, Monetary Rates with a minimum payment of four hours for each start.
- (iv) Employees engaged under this clause shall be entitled to all other benefits not otherwise expressly provided for herein at the same proportion as their ordinary hours of work bear to full-time hours.
- (v) All time worked by permanent part-time employees in excess of the rostered shift shall be paid for the rate of time and one half.

8. Casual Employees

- (i) A casual employee means a person who may be engaged by the employer on an hourly basis, to provide services related to the unexpected absence of permanent or permanent part-time employees, although it may also encompass employment associated with unanticipated workloads or client demands.
- (ii) A casual employee will be paid for the number of hours worked each week at an adjusted hourly rate, calculated at the same ordinary hourly rate as prescribed for a full time employee in the same classification and grade plus a 10 per cent loading to cover sick leave and 1/12 of earnings for annual leave. A minimum payment of two (2) hours on each occasion the employee commences a shift will apply.
- (iii) Casual employees are not to be engaged for more than 152 hours in any four (4) weekly cycle, excepting in emergency circumstances and when no other employee is able or willing to undertake the additional hours available to be worked.
- (iv) If casual employees are engaged for more than 152 hours in any four (4) weekly cycle, those additional hours are to be remunerated as per Clause 14, Overtime, using the adjusted hourly rate prescribed in subclause (ii) of this clause for the basis of overtime calculations.
- (v) If casual employees are engaged in shift work, those hours will be subject to the payment of the relevant shift penalties, using the adjusted hourly rate prescribed in subclause (ii) of this clause for the basis of such calculations.
- (vi) Where a casual employee is retained beyond a continuous period of employment of 13 weeks undertaking the same role and function, the employee can ask the employer to be made a part time employee, or if the employee has worked more than 38 hours / week during the 13 weeks, a full time employee. The employer can agree and can make them a part time or full time employee either on an indefinite hiring or for a fixed term. If the casual employee does not seek part time or full time employment, they will remain a casual employee.
- (vii) Personal Carers Entitlement for casual employees
 - (a) Subject to the evidentiary and notice requirements in Clauses 26(i)(b) and 26(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 26(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.
- (ix) Bereavement entitlements for casual employees
- (a) Subject to the evidentiary and notice requirements in Clause 27 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 27.
 - (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. Employees' Duties

- (i) The employer may direct an employee to carry out such duties as are reasonable, and within the limits of the employees skills, competence and training consistent with the employee's classification, provided that such duties are not designed to promote de-skilling.
- (ii) The employer may direct an employee to carry out such duties and use such tools and equipment as may be required, provided that the employee has been properly trained and is currently certified in the use of such tools and equipment.
- (iii) Any direction issued by the employer pursuant to subclause (i) and (ii) of this clause shall be consistent with the employer's responsibilities to provide a safe and healthy working environment.

10. Wages

- (i) Employees shall not be paid less than the minimum wages for their classification as set out in Table 1, Wages, of Part B, Monetary Rates

11. Hours of Duty

- (i) The ordinary hours of duty shall be an average of 38 per week, to be worked in shifts of eight hours duration on no more than 19 days per 28 day period unless otherwise agreed between the parties as it is the intention of the parties that two hours per week will be credited towards an allocated day off in addition to rostered days off each 28 day period.
- (ii) All employees shall be free from duty for not less than two full days in each working week or four full days in each two working weeks, taken consecutively, unless otherwise agreed between the parties.
- (iii) Where the parties agree to work being performed on a modified hours roster the maximum length of a shift shall not exceed 12 hours with the average of 152 hours per four (4) weekly cycle to be calculated over the agreed modified hours roster cycle.
- (iv) The eight (8) hours ordinary hours of duty include a paid meal break of 30 minutes, to be taken at a mutually convenient time during the shift. After eight (8) hours, another 30 minute paid meal break also accrues, also to be taken at a mutually convenient time.

- (v) Employees are entitled to receive two 10 minute paid refreshment breaks per shift to be taken at mutually convenient times.

12. Roster of Hours

- (i) The ordinary hours of duty prescribed by clause 11, Hours of Duty, shall be worked according to rosters which shall be exhibited at least 7 calendar days before the commencement date of the roster and shall show the hours of duty for the agreed roster period or 28 days, whichever is the greater.
- (ii) There shall be a minimum break of ten hours between shifts, except in case of an emergency or agreement between the Employer and the employee.
- (ii) Subject to compliance with subclause (i) of this clause, the roster of an employee may only be altered by mutual agreement between the parties.
- (iv)
 - (a) A day off duty for employees working a roster other than a modified hours roster shall be 24 hours between the shifts.
 - (b) A day off duty for employees working a modified hours roster shall be 24 hours.
- (v) Where an employee is rostered to an allocated day off, that day off is to be shown on the roster.
- (vi) The parties agree that changes to rosters that will significantly affect employees there will be genuine consultation between the parties.

13. Employees on Call

- (i) Time on call means time during which an employee who is rostered off duty is required to hold themselves in readiness to answer a call.
- (ii) Employees shall be free from on call a minimum of 14 days in each roster cycle of 28 days. The weekly on-call allowance as set out in Item 1 of Table 2, Allowances, of Part B, shall apply in such circumstances
- (iii) A period of on call is to be regarded as commencing at the completion of duty on one rostered shift to the commencement of duty on the next rostered shift.
- (iv) Employees shall not be required to be on call during any part of a rostered day off duty, ie from the end of the shift before the rostered period off duty and the commencement of the shift after the rostered period off duty.
- (v) Time on call shall not be counted as time worked unless an employee is called to duty, in which case the employee shall be paid for a minimum of four (4) hours at time and a half for first two hours and then at double time thereafter for each time he or she is recalled; provided that where a second or subsequent call is received by an employee whilst he or she is still performing duties associated with the first call, he or she shall attend the second or subsequent call without additional payment, unless the total time exceeds four hours, in which case payment shall be made for the actual time worked.
- (vi) Where an employee is on-call and is recalled to duty and such recall merges with the employee's normal commencing time, such work shall attract overtime for the actual time worked and not a call out.
- (vii) A call out shall be deemed to commence at the time the employee is tasked and shall be deemed to be complete when all duties associated with the case/s are complete.
- (viii) If an employee who is rostered on call is required to respond to a call, he or she shall be reimbursed actual fares or expenses incurred in travelling to and from work, unless a vehicle is provided for this purpose by the employer.

14. Overtime

- (i) Subject to clause 13, Employees On-Call, all time worked in excess of the rostered hours during any four (4) weekly rostered period shall be paid for at the following rates of:

time and one-half for the first three hours;

double time over three hours and under eight hours; and

double time and a half over eight hours

provided that overtime worked on a Public Holiday shall be paid for at the rate of double time.

- (ii) Overtime shall be computed on the wages prescribed by Table 1-Monetary rates, of Part B, Monetary Rates. The allowance prescribed by clause 13, Employees On Call, as compensation for time on-call shall be disregarded.
- (iii) Employees shall, when required, work reasonable levels of overtime to meet the needs of the employer.

15. Time Off in Lieu of Overtime

- (i) The parties agree that any employee who is required to work overtime outside normal rostered hours either during any four weekly roster period or in a later roster period under clause 14 or as call out under clause 13, may be compensated by way of time off in lieu of payment for the overtime.
- (ii) This clause is subject to the following:
- (a) Employees cannot be compelled to take time off in lieu of overtime. Any time in lieu arrangement must be by genuine mutual agreement prior to the overtime being worked;
 - (b) Time off in lieu of overtime shall be in amounts equal to the period of overtime worked i.e. hour per hour;
 - (c) Time off in lieu of overtime must be taken within three months of the overtime being worked;
 - (d) Where it is not possible for an employee to take time off in lieu of overtime within the three-month period, it is to be paid out at the appropriate overtime rate based on the rate of pay applying at the time payment is made;
 - (e) The option of taking time off in lieu of overtime is subject to the active agreement of the employer.
 - (f) Records of time off in lieu of overtime owing to employees and taken by employees must be maintained by the employer.
 - (g) Time off in lieu of overtime shall be taken at a time which is mutually agreed to by the employer and the employee;

16. Reasonable Hours

- (i) Subject to sub-clause (ii) an employer may require an employee to work reasonable overtime at overtime rates unless as otherwise provided in the Award.
- (ii) 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.

- (iii) For the purposes of sub-clause (ii) what is unreasonable or other wise will be determined having regard to:
- (a) Any risk to employee health and safety.
 - (b) The employee's personal circumstances in relation to any family and carer responsibilities.
 - (c) The needs of the workplace or enterprise.
 - (d) The notice (if any) given by the employer of the overtime and by the employee of his or her intention to refuse it.
 - (e) Any other relevant matter.

17. Penalty Rates for Shift Work

- (i) Employees working afternoon or night shifts shall be paid the following percentage in addition to the ordinary rate for such shift:

Afternoon Shift - Monday to Friday

- (a) A shift commencing at or after 12.00 pm and before 8.00 pm: 10 per cent

Night Shift - Monday to Friday

- (b) A shift commencing at or after 8.00 pm and before 6.00 am: 12.5 per cent

- (ii) The additional payments prescribed under sub clause (i) shall not form part of the employee's ordinary pay for the purpose of this Award.

18. Weekend Work

- (i) Additional payments/penalties for working weekends (ie midnight Friday to midnight Sunday) have been 'incorporated' by way of a 'composite wage' arrangement into the ordinary hourly rate for employees for all purposes for all time worked of this Award.

19. Termination of Employment

- (i) Either party may terminate the employment on two weeks notice in writing to the other, and in the case of an employer by accepting two weeks wages in lieu of notice.
- (ii) All terminated employees will be paid all accrued entitlements and if overtime has been accrued and remains as time in lieu at the termination date, then it shall be paid as required by clause 13.
- (iii) Within three (3) days of the termination of employment, the employer shall give the employee a signed statement outlining the period of employment.

20. Travelling on Shift

- (i) Where an employee is required to undertake duties which involves eight hours or more of travelling on any one day, the employee shall be paid all travelling expenses including meals and accommodation and, if not staying overnight at the point of turn around, shall be permitted a meal either before commencing or during the return journey.

21. Public Holidays

- (i) Employees are entitled to New Year's Day, Australia Day, Good Friday, Easter Saturday, Easter Monday, Anzac Day, Queen's Birthday, Local Labour Day, Christmas Day and Boxing Day, along with any other duly gazetted Public Holiday. In addition to those gazetted Public Holidays, employees shall

be entitled to an extra Public Holiday each year, with such day to occur on a date agreed upon between the parties prior to 1 July in each calendar year.

- (ii) Employees may be rostered to work gazetted Public Holidays in which case they are to receive double time for all hours so worked.
- (iii) In the event that annual leave is taken under clause 21 and any public holiday falls during that annual leave period, then those public holidays will be added to the annual leave and the employee will receive ordinary pay for those days.

22. Annual Leave

- (i) Annual Leave shall be granted on completion of each 12 months' service. Day Workers or shift workers (as defined in clause 3, Definitions) will accrue 152 hours annual leave at their ordinary rate of pay.
- (ii)
 - (a) Annual leave shall be given and shall be taken within a period of six months after the date when the right to annual leave accrued, provided that the giving and taking of such leave may be postponed by mutual agreement between the parties for a further period not exceeding six months.
 - (b) Annual leave shall be granted on a rotating roster basis, provided that such rotation complies with paragraph (a) of this sub-clause.
 - (c) An employee shall be eligible for annual leave when 12 months have elapsed since the date on which the last annual leave would have begun if taken immediately it had become due, or if the employee has not previously had annual leave since the commencement of the employment.
 - (d) Nothing in this subclause shall prevent the employer, by agreement with the employee, from allowing annual leave to an employee before the right thereto has accrued, but where leave is taken in such a case a further period of annual leave shall not commence to accrue until the expiration of the twelve months in respect of which annual leave was taken before it accrued. Provided that any leave taken by an employee under this paragraph shall not exceed the amount of proportionate annual leave standing to the credit of the employee at the time of entering upon such leave.
 - (e) At least six months notice shall be given to employees of the date on which they shall take their annual leave. Where an employee has been notified that he or she is to take his or her normal leave at a specified time and that time is thereafter altered by the employer, the employee shall be reimbursed any actual losses which result to him or her to the extent to which deposits paid for travel and/or accommodation are not refunded.
 - (f) Employees may exchange/split annual leave by mutual arrangements with the approval of the employer, provided that such exchange complies with paragraph (a) of this sub-clause.
- (iii) At an employee's written request, an employee before going on annual leave may (in lieu of being paid in the ordinary cycle of remuneration payments) elect to be paid for the period of the leave at the ordinary rate of wage to which he or she is entitled under this award and such payment shall be made before the employee commences annual leave. Any costs thereof will be borne by the employee.
- (iv) Where the employment of an employee is terminated the employee shall be entitled to receive a proportionate payment in respect of service of less than one year, at the weekly wage to which such employee is entitled under this award.
- (v) Excepting for the arrangements set out in this clause, the *Annual Leave Act 1944* (NSW) will apply.

23. Annual Leave Loading

- (i) Employees engaged under this Award are entitled to annual leave under clause 21 shall be paid in respect of such leave an annual leave loading of 17.5 per cent of the appropriate ordinary weekly rate of pay prescribed by clause 10, Wages, for the classification in which the employee was employed immediately before commencing his or her annual leave. The 17.5 per cent annual leave loading will apply only to the payments associated with actual periods of annual leave as per clause 21(i)
- (ii) Such loading is payable in addition to the pay for the period of leave given and taken and due to the employee under 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 the day upon which he would have become entitled under this clause to such annual leave, the loading then becomes payable in respect of the period of such leave and is to be calculated in accordance with the rate of wages applicable on such day.
- (iv) Where the employment of an employee is terminated by the employer 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 the annual leave to which he or is entitled, he or she shall be paid the loading provided for in subclause (i) of this clause for the period not taken.
- (v) Except as provided by subclause (iv) of this clause, no loading is payable on the termination of an employee's employment.
- (vi) Where a shift worker is given and takes annual leave, he or she shall be paid the loading set out in subclause (i) of this clause; provided that if the amount to which the employee would have been entitled by way of shift work allowances and weekend penalty rates for the ordinary time (not including time on a public or special public holiday) which the employee would have worked during the period of leave exceeds the loading calculated in accordance with subclause (a), then that amount shall be paid to the employee in lieu of the loading.

24. Long Service Leave

Employees shall be granted long service leave in accordance with the *Long Service Leave Act 1955* (NSW).

25. Sick Leave

- (i) All employees will be entitled to sick leave during their period of employment.
- (ii) All employees will be entitled to 60.8 hours sick leave for the first year of employment and then 76 hours for each subsequent years thereafter.
- (iii) Sick leave will accumulate to the maximum number of hours permitted for 10 consecutive years of service.
- (iv) All employees who are sick for two (2) or more consecutive days, may be required to provide a Medical Certificate from a registered Medical Practitioner.

26. 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 sub-clause (ii) of sub-clause (c), who needs the employee's care and support, shall be entitled to use, in accordance with this sub-clause any current or accrued sick leave entitlement, provided for in clause 25, 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 or that the illness is such as to require care by another 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.

In normal circumstances, an employee must not take carer's leave under this sub-clause where another person has taken leave to care for the same person.

- (c) The entitlement to use sick leave in accordance with this sub-clause is subject to:
- (1) the employee being responsible for the care of the person concerned; and
 - (2) the person concerned being:
 - (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 sub-clause:
 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 that person's relationship to the employee, the reasons for taking such leave and the estimated length of absence. If it is not practicable for the employee to give prior notice of absence, the employee shall notify the employer by telephone of such absence at the first opportunity on the day of absence.

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 33 should be followed.

(ii) Unpaid Leave for carer's leave Purpose

An employee may elect, with the consent of the employer, to take unpaid leave for the purpose of providing care and support to a member of a class of person set out in sub-clause (i) (c) (2) 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, 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 sub-clause (a) of this sub-clause, shall be exclusive of any shutdown period provided for elsewhere under this award.
- (c) An employee 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) An employee may elect, with the consent of the employer, to take time off in lieu of payment for overtime at a time or times agreed with the employer within 12 months of the said election.
- (b) Overtime taken as time off during ordinary time hours shall be taken as set out in clause 14-Overtime.
- (c) If, having elected to take time as leave in accordance with sub-clause (a) of this sub-clause, 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 sub-clause (a), the employee shall be paid overtime rates in accordance with the award.

(v) 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 payable at the ordinary rate of pay, 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.

(vi) Allocated Days Off

- (a) An employee may elect with the consent of the employer, to take an allocated day off at any time.
- (b) An employee may elect, with the consent of the employer, to take allocated days off in part day amounts.
- (c) An employee may elect, with the consent of the employer, 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 sub-clause is subject to the employer 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.

27. Bereavement & Family Leave

Employees may take up to three (3) days per instance bereavement leave on the death of: spouse, de facto spouse or same sex partner; parent or step parent; grand parents; siblings; child, adopted child, foster child, step child; or grandchild; or other immediate family member. Employer may request appropriate proof of evidence.

Employees may use sick leave for personal/carers, family and community services leave.

28. 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:

Permanent employees are eligible for paid parental leave when they have completed at least 40 weeks' of continuous service prior to the expected date of birth or prior to the date of taking custody of the child.

- (b) Employees who are eligible for paid parental leave are entitled to such leave as follows:

(1) Paid Leave

- (A) Paid Maternity Leave - an eligible employee is entitled to three weeks paid maternity leave at ordinary pay from the date the maternity leave commences.

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) Such leave may be paid:

- (i) on a normal fortnightly basis;
- (ii) in advance in a lump sum;
- (iii) at the rate of half pay over a period of 6 weeks on a regular fortnightly basis for maternity leave.

Annual and/or long service leave credits can be combined with periods of maternity leave on half pay to enable an employee to remain on full pay for that period.

- (2) Unpaid Leave
- (A) Unpaid Maternity Leave - An employee is entitled to a further period of unpaid maternity leave of not more than twelve months after the actual date of birth of the child.
- (B) Unpaid Paternity Leave - An employee is entitled to a further period of unpaid paternity leave of not more than three 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 12 months - a period of not more than 12 months from the date of taking custody;
- (ii) where the child is over the age of 12 months - a period of up to 12 months, such period to be agreed upon by both the employee and the employer.
- (c) An employee who has once met the conditions for paid maternity leave will not be required to again work the 40 weeks' continuous service in order to qualify for a further period of maternity leave unless:
- (1) 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
- (2) the employee has completed a period of leave without pay of more than 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 or 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 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 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 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 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 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 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 nine 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 by taking weekly leave without pay. Such return to work is to be according to the following principles:
 - (1) the period is to be limited to twelve months after which the full-time duties must be resumed;
 - (2) the employee is to make an application for leave without pay to reduce her full-time weekly hours of work. This application should be made as early as possible to enable the

employer to make suitable staffing arrangements. At least four weeks' notice must be given;

- (3) the quantum of leave without pay to be granted to individual employees is to be at the absolute discretion and convenience of the employer;
 - (4) salary and conditions of employment are to be adjusted on a basis proportionate to the employee's full-time hours of work, that is for long service leave the period of service is to be converted to the full-time equivalent and credited accordingly.
 - (5) Full-time employees who return to work under this arrangement remain full-time employees.
- (t) Where an employee becomes pregnant whilst on maternity leave, a further period of maternity leave may 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.
- (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 Clauses 28(iv)(a)(2) and 28(iv)(a)(3) must be recorded in writing.

- (d) Request to return to work part-time

Where an employee wishes to make a request under Clause 28(iv)(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.

- (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 28(v)(a).
- (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).

29. Uniforms

- (i) All employees will be provided with sufficient uniforms.
- (ii) All employees will be required to maintain and keep clean and presentable all uniforms supplied
- (iii) The employer will provide special clothing, as needed.
- (iv) Upon request from the employee, employers will replace uniforms providing the uniform has not been deliberately damaged.

30. Accommodation

Where an employee is required to undertake duties in a work location that would not facilitate daily travel from the employee's designated place of work or home, the employer shall provide reasonable accommodation and meals. Alternatively, the employer should provide sufficient funds to the employee to cover all costs associated with accommodation, meals, along with incidental costs including travel. Any dispute as to accommodation provided or funds made available should be dealt with expeditiously by the parties to this Award.

31. Benefits Not to be Withdrawn

Except in so far as altered expressly or by necessary implication, nothing in this Award shall, in itself, be deemed or be construed to reduce the wages of any employee at the date of the commencement of this Award.

32. Payment and Particulars of Wages

- (i) Wages shall be paid each four weeks by electronic transfer to an account nominated by the employee.
- (ii) On each pay day, which shall be no more than five (5) working days after the end of the pay cycle, employees shall be furnished with a statement showing the gross amount of ordinary wages and overtime, together with separate details of all deductions.

33. Issues Resolution

- (i) The parties must:
 - (a) use their best endeavours to co-operate in order to avoid grievances and disputes arising between the parties or between the employer and individual employee(s); and
 - (b) abide by the procedures set out in this clause to resolve any issue which might arise; and
 - (c) place emphasis on negotiating a settlement of any issue at the earliest possible stage in the process.
- (ii) In this clause, "issue" means any question, issue, grievance, dispute or difficulty which might arise between the parties about:
 - (a) the interpretation, application or operation of this Award; or
 - (b) any proposed variation to workplace custom and practice; or
 - (c) any allegation of discrimination in employment within the meaning of the *Anti-Discrimination Act 1977* which is not covered by established policies and procedures applicable to the employer, regardless of whether the issue relates to an individual employee or to a group of employees.
- (iii) Any issue, and in the case of a grievance or dispute, any remedy sought, must be discussed in the first instance by the employee(s) and the immediate supervisor of that employee(s) within 24 Hours.
- (iv) If the issue is not resolved within a reasonable time, it must be referred by the employee(s) to the most Senior Manager of the Employer. Discussions at this level must take place and be concluded within two working days of referral or such extended period as may be agreed.
- (v) If these procedures are exhausted without the issue being resolved, or if any of the time limits set out in those procedures are not met, parties may seek to have the matter mediated by the Union or an agreed third party, or the matter may be referred, in accordance with the provisions of the *Industrial Relations Act 1996*, to the Industrial Relations Commission of New South Wales for its assistance in resolving the issue.
- (vi) Unless agreed otherwise by the parties, the status quo must continue whilst these procedures are being followed. For this purpose "status quo" means the work procedures and practices in place:
 - (a) immediately before the issue arose; or
 - (b) Immediately before any change to those procedures or practices, which caused the issue to arise, was made.

The employer must ensure that all practices applied during the operation of these procedures are in accordance with safe working practices.

- (vii) Throughout all the stages of these procedures, adequate records must be kept by the parties of all discussions.
- (viii) These procedures are to be facilitated by the earliest possible advice by one party to the other of any issue or problem which may give rise to a grievance or dispute.

34. 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.

35. Occupational Health and Safety

In addition to the normal requirements under the Occupational Health and Safety Legislation, the following shall also apply:-

- (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*.
- (iv) 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.
- (v) 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.

36. Leave Reserved

The parties agree that within the first twelve months of the operation of this award, leave is reserved to review the following:

- (i) the ongoing efficacy of the classification structure;
- (ii) additional classifications that may be identified as being required and relevant rates of pay for any new classification;
- (iii) rates of pay for the classification of Ambulance Employee - Grade 6;
- (iv) the effectiveness of the ordinary hourly rate schema introduced in this award and the efficacy or otherwise of its operation. Such a review may include consideration of a further expansion of a 'composite wage' arrangement; and
- (v) the development of an appropriate mechanism for recognising and/or 'registering' employees and employers involved in Private Ambulance Service provision.

37. Area, Incidence and Duration

- (i) This award shall apply to all employees, as defined in this Award, and shall regulate the terms and conditions of employment of such employees.
- (ii) This Award shall take effect from 23 March 2006 and remain in force for a period of two years.

PART B**Table 1 - Monetary Rates**

Classification	Award Rate		Rate at 1.11.06		Rate at 1.11.07	
	per/wk \$	per/hr \$	per/wk \$	per/hr \$	per/wk \$	per/hr \$
Dispatcher	716.60	18.86	751.80	19.78	789.40	20.77
Dispatcher Supervisor	802.10	21.11	842.20	22.16	884.30	23.27
Ambulance Employee- Grade 1	609.80	16.05	640.30	16.85	672.30	17.69
Ambulance Employee- Grade 2	631.10	16.61	662.70	17.44	695.80	18.31
Ambulance Employee- Grade 3	673.90	17.73	707.60	18.62	743.00	19.55
Ambulance Employee- Grade 4	759.40	19.98	797.40	20.98	837.30	22.03
Ambulance Employee- Grade 5	844.90	22.23	887.10	23.34	931.50	24.51
Ambulance Employee- Grade 6	1012.50	26.64	1063.10	27.98	1116.30	29.38

Table 2 - Allowances

Item	Clause	Brief Description	Award Rate \$	Rate from 1.11.2006 \$	Rate from 1.11.2007 \$
1	12	On-Call Allowance (weekly)	50.00	52.50	55.10

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.

CROWN EMPLOYEES (NSW POLICE (NURSES')) AWARD

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

Application by Commissioner of Police.

(No. IRC 357 of 2006)

Before The Honourable Justice Wright, President

3 February 2006

VARIATION

1. Insert after subclause 12.6 of clause 12 Casual employment of the award published 3 March 2006 (357 I.G. 698) and insert in lieu thereof the following new subclauses:
- 12.7 Casual officers 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 Commissioner must not fail to re-engage a regular casual officer (see section 53(2) of the Act) because:

- (a) the officer or officer's spouse is pregnant; or
- (b) the officer is or has been immediately absent on parental leave.

The rights of the Commissioner in relation to engagement and re-engagement of casual officers are not affected, other than in accordance with this clause.

12.8 Personal Carers entitlement for casual officers

- (a) Casual officers are entitled to not be available to attend work, or to leave work if they need to care for a family member who is sick and requires care and support, or who requires care due to an unexpected emergency, or the birth of a child. This entitlement is subject to the evidentiary requirements set out below in (d), and the notice requirements set out in (e).
- (b) The Commissioner and the casual officer shall agree on the period for which the officer will be entitled to not be available to attend work. In the absence of agreement, the officer is entitled to not be available to attend work for up to 48 hours (i.e. two days) per occasion. The casual officer is not entitled to any payment for the period of non-attendance.
- (c) The Commissioner must not fail to re-engage a casual officer because the officer accessed the entitlements provided for in this clause. The rights of the Commissioner to engage or not to engage a casual officer are otherwise not affected.
- (d) The casual officer shall, if required,
 - (i) establish either by production of a medical certificate or statutory declaration, the illness of the person concerned and that the illness is such as to require care by another person, or
 - (ii) establish by production of documentation acceptable to the Commissioner or a statutory declaration, the nature of the emergency and that such emergency resulted in the person concerned requiring care by the officer.

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

12.9 Bereavement entitlements for casual officer

- (a) Casual officers 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.
 - (b) The Commissioner and the casual officer shall agree on the period for which the officer will be entitled to not be available to attend work. In the absence of agreement, the officer is entitled to not be available to attend work for up to 48 hours (i.e. two days) per occasion. The casual officer is not entitled to any payment for the period of non-attendance.
 - (c) The Commissioner must not fail to re-engage a casual officer because the officer accessed the entitlements provided for in this clause. The rights of the Commissioner to engage or not to engage a casual officer are otherwise not affected.
2. This variation shall take effect from 19 December 2005.

F. L. WRIGHT J, *President*

Printed by the authority of the Industrial Registrar.

(1305)

SERIAL C4713

CROWN EMPLOYEES (NSW POLICE SPECIAL CONSTABLES (SECURITY)) AWARD

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

Application by Commissioner of Police.

(No. IRC 355 of 2006)

Before The Honourable Justice Wright, President

3 February 2006

VARIATION

1. Insert after subclause 18.3 of clause 18 Casual employees of the award published 15 April 2005 (350 I.G. 37), and insert in lieu thereof the following new subclauses:

18.4 Casual officers 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 Commissioner must not fail to re-engage a regular casual officer (see section 53(2) of the Act) because:

- (a) the officer or officer's spouse is pregnant; or
- (b) the officer is or has been immediately absent on parental leave.

The rights of the Commissioner in relation to engagement and re-engagement of casual officers are not affected, other than in accordance with this clause.

18.5 Personal Carers entitlement for casual officers

- (a) Casual officers are entitled to not be available to attend work, or to leave work if they need to care for a family member who is sick and requires care and support, or who requires care due to an unexpected emergency, or the birth of a child. This entitlement is subject to the evidentiary requirements set out below in (d), and the notice requirements set out in (e).
- (b) The Commissioner and the casual officer shall agree on the period for which the officer will be entitled to not be available to attend work. In the absence of agreement, the officer is entitled to not be available to attend work for up to 48 hours (i.e. two days) per occasion. The casual officer is not entitled to any payment for the period of non-attendance.
- (c) The Commissioner of Police must not fail to re-engage a casual officer because the officer accessed the entitlements provided for in this clause. The rights of the Commissioner to engage or not to engage a casual officer are otherwise not affected.
- (d) The casual officer shall, if required,
 - (i) establish either by production of a medical certificate or statutory declaration, the illness of the person concerned and that the illness is such as to require care by another person, or
 - (ii) establish by production of documentation acceptable to the Commissioner or a statutory declaration, the nature of the emergency and that such emergency resulted in the person concerned requiring care by the officer.

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

18.6 Bereavement entitlements for casual officers

- (a) Casual officers 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.
- (b) The Commissioner and the casual officer shall agree on the period for which the officer will be entitled to not be available to attend work. In the absence of agreement, the officer is entitled to not be available to attend work for up to 48 hours (i.e. two days) per occasion. The casual officer is not entitled to any payment for the period of non-attendance.
- (c) The Commissioner must not fail to re-engage a casual officer because the officer accessed the entitlements provided for in this clause. The rights of the Commissioner to engage or not engage a casual officer are otherwise not affected.

2. This variation shall take effect from 19 December 2005.

F. L. WRIGHT J , *President*

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**CROWN EMPLOYEES (ROADS AND TRAFFIC AUTHORITY OF
NEW SOUTH WALES - SALARIED STAFF CONDITIONS OF
EMPLOYMENT) AWARD**

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

Application by New South Wales Road Transport Association Inc, Industrial Organisation of Employers.

(No. IRC 316 of 2006)

Before The Honourable Justice Wright, President

3 February 2006

VARIATION

1. Insert after paragraph (e) of subclause (C) Family and Community Service Leave of clause 9 Leave, of the award published 20 May 2005 (351 I.G. 1) and insert in lieu thereof the following paragraph:

(f) 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 person prescribed in subclause 3 of Clause 9I - Carers Leave.
- (ii) The RTA and the employee shall agree on the period for which the employee will be entitled to not be available to attend work. In the absence of agreement, the employee is entitled to not be available to attend work for up to 48 hours (i.e. two days) per occasion. The casual employee is not entitled to any payment for the period of non-attendance
- (iii) If required by the RTA, the casual employee must establish the need to take leave, by production of evidence, such as a death certificate or statutory declaration providing details of the circumstances of death.
- (iv) The RTA shall not fail to re-engage a casual employee because the employee accessed the entitlements provided for in this clause. The rights of the RTA to engage or not engage a casual employee is otherwise not affected.

2. Delete subclause (2) Paid Maternity Leave, of subheading D. Maternity Leave of clause 9, and insert in lieu thereof the following:

(2) Paid Maternity Leave

Permanent and limited duration staff who have completed at least 40 weeks continuous service prior to the expected date of birth are entitled to paid maternity leave at their ordinary rate of pay for:

fourteen weeks, or

the period of maternity leave taken,

whichever is the lesser period.

Leave may be taken at full pay, half pay or as a lump sum.

3. Insert after subclause (3) of subheading D. of clause 9 the following new paragraph:

(4) The RTA shall not fail to re-engage a regular casual employee (see section 53(2) of *the Industrial Relations Act 1996*) because:

- (a) the employee or employee's spouse is pregnant; or
- (b) the employee is or has been immediately absent on maternity leave.

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

4. Delete paragraph (a) of subclause (1) General of subheading E. Adoption Leave of clause 9, and insert in lieu thereof the following:

- (a) Staff are entitled to adoption leave (including casual staff who have worked on a regular and systematic basis with the RTA for at least 12 months), when they are to be the primary care giver of an adopted child.

5. Delete subclause (2) Paid Adoption Leave of subclause E. Adoption Leave of clause 9, and insert in lieu thereof the following:

- (2) Paid Adoption Leave

Permanent and limited duration staff who have completed at least 40 weeks continuous service prior to the commencement of adoption are entitled to paid at their ordinary rate of pay for:

- (a) fourteen weeks, or
- (b) the period the adoption leave is taken,

Whichever is the lesser period

Leave may be taken at full pay, half pay, or as a lump sum

6. Insert after subclause (3) Unpaid Adoption Leave, of subheading E. the following new paragraph:

- (4) The RTA shall not fail to re-engage a regular casual employee (see section 53(2) of the *Industrial Relations Act 1996*) because the employee is or has been immediately absent on adoption leave. The rights of the RTA in relation to engagement and re-engagement of casual employees are not affected, other than in accordance with this clause.

7. Delete paragraph (a) of subclause (1) General of subheading F. Parental Leave of clause 9 and insert in lieu thereof the following:

- (a) Staff who are not entitled to maternity or adoption leave (including casual staff who have worked on a regular and systematic basis with the RTA for at least 12 months), may be entitled to parental leave for a period of up to 12 months, to enable parents to share in the responsibility of caring for their young children.

8. Delete subclause (2) Taking of Parental Leave of subheading F. Parental Leave and insert in lieu thereof the following:

- (2) Paid Parental Leave

- (a) Permanent and limited duration staff who have completed at least 40 weeks continuous service prior to the commencement of parental leave are entitled to be paid at their ordinary rate of pay for:

- (i) One week on full pay, or
- (ii) Two weeks on half pay

- (b) The period of leave does not extend the current entitlement of up to 12 months leave, but is part of it.
9. Insert after subclause (3) Taking Of Parental Leave of subheading F. Parental Leave of clause 9, the following new subclause:
- (4) The RTA shall not fail to re-engage a regular casual employee (see section 53(2) of the *Industrial Relations Act 1996*) because the employee is or has been immediately absent on parental leave. The rights of the RTA in relation to engagement and re-engagement of casual employees are not affected, other than in accordance with this clause.
10. Insert after subheading F. Parental Leave of clause 9, the following new subheadings:

FA. Communication During Maternity, Adoption and Parental Leave

- (1) Where an employee is on maternity, adoption or parental leave and a definite decision has been made to introduce significant change at the workplace, the RTA shall take reasonable steps to:
- (a) make information available in relation to any significant effect the change will have on the status or responsibility level of the position the employee held before commencing maternity, adoption or 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 maternity, adoption or parental leave.
- (2) The employee shall take reasonable steps to inform the RTA about any significant matter that will affect the employee's decision regarding the duration of maternity, adoption or parental leave to be taken, whether the employee intends to return to work and whether the employee intends to request to return to work on a part-time basis.
- (3) The employee shall also notify the RTA of changes of address or other contact details which might affect the RTA's capacity to comply with paragraph (1).

FB. Rights of Request During Maternity, Adoption Or Parental Leave

- (1) An employee entitled to maternity, adoption or parental leave may request that the RTA allow the employee:
- (a) to extend the period of unpaid maternity , adoption or parental leave for a further continuous period of leave not exceeding 12 months;
- (b) to return from a period of maternity, adoption or parental leave on a part-time basis until the child reaches school age;
- to assist the employee in reconciling work and parental responsibilities.
- (2) The RTA shall consider the request having regard to the employee's circumstances and, provided the request is genuinely based on the employee's parental responsibilities, may only refuse the request on reasonable grounds related to the effect on the workplace or the RTA's business. Such grounds might include cost, lack of adequate replacement staff, loss of efficiency and the impact on customer service.
- (3) The employee's request and the RTA decision to be in writing.

The employee's request and the RTA's decision made under paragraph (1) must be recorded in writing.

(4) Request to return to work part-time

Where an employee wishes to make a request under 1(b), such a request must be made as soon as possible but no less than seven weeks prior to the date upon which the employee is due to return to work from maternity, adoption or parental leave.

11. Insert after subclause (3) Categories of People for which Carer's Leave can be obtained of subheading I. Carer's Leave of clause 9 Leave, and insert in lieu thereof the following new paragraphs:

(4) Other forms of leave and carer's responsibilities

(i) A staff member may elect, with the RTA's agreement, to take annual leave at any time within a period of 24 months from the date at which it falls due.

(5) 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 person prescribed in subclause (3) of this clause who are sick and require care and support, or who require care due to an unexpected emergency, or the birth of a child.

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

(iii) If required by the RTA, the employee must establish, by production of a medical certificate or statutory declaration, the illness of the person concerned.

(iv) The RTA shall not fail to re-engage a casual employee because the employee accessed the entitlements provided for in this clause. The rights of the RTA to engage or not to engage a casual employee are otherwise not affected.

12. The variation shall take effect from 19 December 2005.

F. L. WRIGHT J, *President*

LOCAL GOVERNMENT (STATE) AWARD 2004

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

Application by Local Government Association of New South Wales, Industrial Organisation of Employers.

(No. IRC 265 of 2006)

Before The Honourable Justice Wright, President

3 December 2005

VARIATION

1. Delete paragraph (i) (ii) and (iii) of subclause (B) Carer's Leave of Clause 19, Leave Provisions of the award published 22 April 2005 (350 I.G. 471) and insert in lieu thereof the following:
 - (i) Use of Sick Leave: An employee, other than a casual employee, with responsibilities in relation to a class of person set out in subclause (iv)(b) below 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 19, Part A, Sick Leave of this 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.
 - (ii)
 - (a) Carer's leave is not intended to be used for long term, ongoing care. In such cases, the employee is obligated to investigate appropriate care arrangements where these are reasonable available.
 - (b) Where more than ten days sick leave in any year is to be used for caring purposes the council and employee shall discuss appropriate arrangements which, as far as practicable, take account of the council's and employee's requirements.
 - (c) Where the parties are unable to reach agreement the grievance and disputes procedure at Clause 30 of this award should be followed.
 - (iii) The 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 council 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, an employee must not take carer's leave under this subclause where another person has taken leave to care for the same person.

2. Insert a new paragraph (v) in subclause (B) Carer's Leave of clause 19, and renumber existing clauses accordingly:
 - (v) An employee may elect, with the consent of the council, to take unpaid leave for the purpose of providing care and support to a class of person set out in subclause (iv)(b) above who is ill or who requires care due to an unexpected emergency.

3. Insert a new paragraph (vii) in subclause (B) of clause 19, and renumber existing clauses accordingly:

(vii) Carer's Entitlement for Casual Employees

- (a) Subject to the evidentiary and notice requirements in subclauses (iii) and (vi) 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 (iv)(b) of this clause who are sick and require care and support, or who require care due to an unexpected emergency, or the birth of a child.
- (b) The council 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) The council 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.

4. Insert after subclause (D) Long Service Leave a new Part E - Parental Leave in clause 19 and reletter the existing subclauses accordingly:

E. Parental Leave

- (i) These provisions shall apply in addition to Part 4, Parental Leave, of the *Industrial Relations Act 1996* (NSW).
- (ii) Right to request
 - (a) An employee, other than a casual, entitled to parental leave may request the council to allow the employee to return to work 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) An employee entitled to parental leave may request the council 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;

to assist the employee in reconciling work and parental responsibilities.

- (c) Council 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 council's business. Such grounds may include cost, lack of adequate replacement staff, loss of efficiency and the impact on customer service.
- (d) Employee's request and the council's decision to be in writing: The employee's request and the council's decision made under subclause (ii)(a) and (ii)(b)(2) above must be recorded in writing.
- (e) Request to return to work part-time: Where an employee wishes to make a request under subclause (ii)(a) above, such a request must be made as soon as possible, but no less than seven weeks prior, to the date upon which the employee is due to return to work from parental leave.

- (iii) 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 council 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 council 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 council of changes of address or other contact details which might affect the council's capacity to comply with subclause (iii)(a).
- (iv) Council must not fail to re-engage a regular casual employee as defined in section 53(2) of the *Industrial Relations Act 1996* because:
 - (a) the employee or employee's spouse is pregnant; or
 - (b) the employee is or has been immediately absent on parental leave.

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

- 5. Delete subclause (ii) G, Other Paid Leave, and renumber existing subclause accordingly:
- 6. Insert the following new subclause I, Bereavement Leave in clause 19:
 - I. Bereavement Leave

- (i) Where an employee is absent from duty because of the death of a person in accordance with paragraphs (a)-(e) below and provides satisfactory evidence to council of such, the employee shall be granted two days leave with pay upon application. Persons in respect of whom bereavement leave may be claimed shall include:
 - (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, foster child or an ex nuptial child), parent (including a foster parent, step parent and legal guardian), parents of spouse, grandparent, grandchild or sibling (including half, foster and step 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:
 - (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.
 - (ii) Bereavement Entitlements for Casual Employees
 - (a) Subject to providing satisfactory evidence to the council, 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 (ii) paragraphs (a)-(e) of Clause 19, Part I, Bereavement Leave.
 - (b) Council 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) Council must not fail to re-engage a casual employee because the employee accessed the entitlements provided for in this clause. The rights of the council to engage or not engage a casual employee are otherwise not affected.
7. Insert after subclause (viii) of clause 22, Casual Employment the following new subclauses:
- (ix) Carer's entitlements shall be available for casual employees as set out in subclause (vii) of Clause 19, Part I of this award.
 - (x) Bereavement entitlements shall be available for casual employees as set out in subclause (ii) of Clause 19, Part I of this award.
 - (xi) Parental leave entitlements shall be available for casual employees in accordance with Part 4, Parental Leave, of the *Industrial Relations Act* 1996 (NSW).
8. This variation shall take effect on and from 19 December 2005.

F. L. WRIGHT J , *President*

CROWN EMPLOYEES (ROADS AND TRAFFIC AUTHORITY OF NSW - SCHOOL CROSSING SUPERVISORS) AWARD

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

Application by Roads and Traffic Authority of New South Wales.

(No. IRC 314 of 2006)

Before The Honourable Justice Wright, President

3 February 2006

VARIATION

1. Insert after paragraph (d) of subclause 11.8 Maternity Leave of clause 11 Leave of the award published 9 September 2005 (353 I.G. 787) the following new paragraph:

- (e) The RTA shall not fail to re-engage a regular casual SCS (see section 53(2) of the *Industrial Relations Act 1996*) because:

the SCS or SCS's spouse is pregnant; or

the SCS is or has been immediately absent on maternity leave.

The rights of the RTA in relation to engagement and re-engagement of casual SCSs are not affected, other than in accordance with this subclause.

2. Insert after paragraph (c) in subclause 11.9 - Adoption Leave, of clause 11, the following new paragraph:

- (d) The RTA shall not fail to re-engage a regular casual SCS (see section 53(2) of the *Industrial Relations Act 1996*) because the SCS is or has been immediately absent on adoption leave. The rights of the RTA in relation to engagement and re-engagement of casual SCSs are not affected, other than in accordance with this subclause.

3. Insert after paragraph (d) of subclause 11.10 Parental Leave of clause 11, the following new paragraph:

- (e) The RTA shall not fail to re-engage a regular casual SCS (see section 53(2) of the *Industrial Relations Act 1996*) because the SCS is or has been immediately absent on parental leave. The rights of the RTA in relation to engagement and re-engagement of casual SCSs are not affected, other than in accordance with this subclause.

4. Insert after subclause 11.10 Parental Leave of clause 11, the following new subclauses:

11.10A Communication during Maternity, Adoption and Parental Leave

- (a) Where an SCS is on maternity, adoption or parental leave and a definite decision has been made to introduce significant change at the workplace, the RTA shall take reasonable steps to:

make information available in relation to any significant effect the change will have on the status or responsibility level of the position the SCS held before commencing maternity, adoption or parental leave; and

provide an opportunity for the SCS to discuss any significant effect the change will have on the status or responsibility level of the position the SCS held before commencing maternity, adoption or parental leave.

- (b) The SCS shall take reasonable steps to inform the RTA about any significant matter that will affect the SCS's decision regarding the duration of maternity, adoption or parental leave to be taken, whether the SCS intends to return to work and whether the SCS intends to request to return to work on a part-time basis.
- (c) The SCS shall also notify the RTA of changes of address or other contact details which might affect the RTA's capacity to comply with paragraph (a).

11.10B Rights of request during maternity, adoption or parental leave

- (a) An SCS entitled to maternity, adoption or parental leave may request that the RTA allow the employee:

to extend the period of unpaid maternity , adoption or parental leave for a further continuous period of leave not exceeding 12 months;

to return from a period of maternity, adoption or parental leave on a part-time basis until the child reaches school age;

to assist the SCS in reconciling work and parental responsibilities.

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

The SCS's request and the RTA's decision made under paragraph (a) must be recorded in writing.

- (d) Request to return to work part-time

Where an SCS wishes to make a request under paragraph (a), dot point 2, such a request must be made as soon as possible but no less than seven weeks prior to the date upon which the SCS is due to return to work from maternity, adoption or parental leave.

- 5. Insert after paragraph (i) of subclause 11.11 Family and community service leave, of clause 11, the following new paragraphs:

- (j) Bereavement entitlements for casual employees

Casual SCS's are entitled to not be available to attend work, or to leave work upon the death in Australia of a person prescribed in paragraph (e) of this subclause.

The RTA and the SCS 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 SCS is entitled to not be available to attend work for up to 48 hours (i.e. two days) per occasion. The SCS is not entitled to any payment for the period of non-attendance.

If required by the RTA, the SCS must establish the need to take leave, by production of evidence, such as a death certificate or statutory declaration providing details of the circumstances of death.

The RTA shall not fail to re-engage a casual SCS because the employee accessed the entitlements provided for in this subclause. The rights of the RTA to engage or not engage a casual SCS is otherwise not affected.

(k) Personal Carers Entitlement for casual employees

Casual SCSs are entitled to not be available to attend work, or to leave work if they need to care for a person prescribed in paragraph (e) of this subclause who are sick and require care and support, or who require care due to an unexpected emergency, or the birth of a child.

The RTA and the SCS shall agree on the period for which the SCS 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 SCS is not entitled to any payment for the period of non-attendance.

If required by the RTA, the SCS must establish, by production of a medical certificate or statutory declaration, the illness of the person concerned.

The RTA shall not fail to re-engage a casual SCS because the employee accessed the entitlements provided for in this clause. The rights of the RTA to engage or not to engage a casual SCS 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 (ROADS AND TRAFFIC AUTHORITY OF NEW SOUTH WALES - WAGES STAFF) AWARD 2005

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

Application by Roads and Traffic Authority of New South Wales.

(No. IRC 313 of 2006)

Before The Honourable Justice Wright, President

3 February 2006

VARIATION

1. Insert in the Arrangement after subclause 6.8 Parental leave, of clause 6 Leave, of the award published 3 March 2006 (357 I.G. 641) the following new subclauses:

6.8A Communication during Maternity, Adoption and Parental Leave

6.8B Rights of request during maternity, adoption or parental leave

2. Delete paragraph (a) of subclause 6.6 Maternity Leave, of clause 6, and insert in lieu thereof the following:

- (a) If you are a female staff member (including casual staff members who have worked for the RTA on a regular and systematic basis for at least 12 months), you are entitled to unpaid maternity leave to enable you to retain your position and return to work within a reasonable time after the birth of your child.

3. Insert after paragraph (h) of subclause 6.6 Maternity Leave, of clause 6, the following new paragraph:

- (i) The RTA shall not fail to re-engage you if are a regular casual employee (see section 53(2) of the *Industrial Relations Act 1996*) because:

you or your spouse is pregnant; or
you have been immediately absent on maternity leave.

The rights of the RTA in relation to your engagement and re-engagement are not affected, other than in accordance with this subclause.

4. Delete paragraph (c) of subclause 6.7, Adoption Leave, of clause 6, and insert in lieu thereof the following:

- (c) All staff (including casual staff members who have worked for the RTA on a regular and systematic basis for at least 12 months) are entitled to unpaid adoption leave and this may be taken as:

short adoption leave, being three weeks leave without pay;
extended adoption leave:

up to 12 months on leave without pay
including any short or paid adoption leave.

5. Insert after paragraph (i) of subclause 6.7, of clause 6, the following new paragraph:
 - (j) The RTA shall not fail to re-engage you if you are a regular casual employee (see section 53(2) of the *Industrial Relations Act 1996*) because you are or have been immediately absent on adoption leave. The rights of the RTA in relation to your engagement and re-engagement are not affected, other than in accordance with this subclause.
6. Delete paragraph (a) of subclause 6.8, Parental Leave of clause 6, and insert in lieu thereof the following:
 - (a) If you are not entitled to adoption or maternity leave, you may be entitled to unpaid parental leave to enable you, as a parent, to share in the responsibility of caring for your child or children, including if you are a casual employee who has worked for the RTA on a regular and systematic basis for at least 12 months.
7. Insert after paragraph (e) of subclause 6.8, of clause 6, the following new paragraph:
 - (f) The RTA shall not fail to re-engage you if you are a regular casual employee (see section 53(2) of the *Industrial Relations Act 1996*) because you are or have been immediately absent on parental leave. The rights of the RTA in relation to your engagement and re-engagement are not affected, other than in accordance with this subclause.
8. Insert after subclause 6.8, the following new subclauses:
 - 6.8A Communication during Maternity, Adoption and Parental Leave
 - (a) If you are on maternity, adoption or parental leave and a definite decision has been made to introduce significant change at the workplace, the RTA shall take reasonable steps to:
 - make information available in relation to any significant effect the change will have on the status or responsibility level of the position you held before commencing maternity, adoption or parental leave; and
 - provide an opportunity for you to discuss any significant effect the change will have on the status or responsibility level of the position you held before commencing maternity, adoption or parental leave.
 - (b) You shall take reasonable steps to inform the RTA about any significant matter that will affect your decision regarding the duration of maternity, adoption or parental leave to be taken, whether you intend to return to work and whether the you intend to request to return to work on a part-time basis.
 - (c) You shall also notify the RTA of changes of address or other contact details which might affect the RTA's capacity to comply with paragraph (a).
 - 6.8B Rights of request during maternity, adoption or parental leave
 - (a) If you are entitled to maternity, adoption or parental leave, you may request that the RTA allow you:
 - to extend your period of unpaid maternity, adoption or parental leave for a further continuous period of leave not exceeding 12 months;
 - to return from a period of maternity, adoption or parental leave on a part-time basis until your child reaches school age;
 - to assist you in reconciling your work and parental responsibilities.

- (b) The RTA shall consider the request having regard to your circumstances and, provided the request is genuinely based on the your parental responsibilities, may only refuse the request on reasonable grounds related to the effect on the workplace or the RTA's business. Such grounds might include cost, lack of adequate replacement staff, loss of efficiency and the impact on customer service.
- (c) Your request and the RTA decision to be in writing.
Your request and the RTA's decision made under paragraph (a) must be recorded in writing.
- (d) Request to return to work part-time
Where you wish to make a request under paragraph (a), dot point 2, such a request must be made as soon as possible but no less than seven weeks prior to the date upon which you are due to return to work from maternity, adoption or parental leave.
9. Insert after paragraph (i) of subclause 6.9 Family and Community Service Leave, of clause 6, the following new paragraphs:
- (j) Bereavement entitlements for casual employees
If you are a casual employee, you are entitled to not be available to attend work, or to leave work upon the death in Australia of a person prescribed in paragraph (e) of this subclause.
If you need to be unavailable to attend work for bereavement reasons, you and the RTA shall agree on the period for which you will be entitled to not be available to attend work. In the absence of agreement, you are entitled to not be available to attend work for up to 48 hours (i.e. two days) per occasion. You are not entitled to any payment for the period you do not attend.
If required by the RTA, you must establish, by production of evidence of the need to take leave, such as a death certificate or statutory declaration providing details of the circumstances of death.
The RTA shall not fail to re-engage you because you accessed the entitlements provided for in this subclause. The rights of the RTA to engage or not engage you is otherwise not affected.
- (k) Personal Carers Entitlement for casual employees
If you are a casual employee, you are entitled to not be available to attend work, or to leave work if you need to care for a person prescribed in paragraph (e) of this subclause who is sick and requires care and support, or who requires care due to an unexpected emergency, or the birth of a child.
The RTA and you shall agree on the period for which you will be entitled to not be available to attend work. In the absence of agreement, you are entitled to not be available to attend work for up to 48 hours (i.e. two days) per occasion. You are not entitled to any payment for the period you do not attend.
If required by the RTA, you must establish, by production of a medical certificate or statutory declaration, the illness of the person concerned.
The RTA shall not fail to re-engage you because you accessed the entitlements provided for in this subclause. The rights of the RTA to engage or not to engage you are otherwise not affected.
10. Insert after paragraphs (g) of subclause 6.9, of clause 6, the following new subparagraphs:
- (a) You may elect, with the RTA's agreement, to take annual leave at any time within a period of 24 months from the date at which it falls due.

- (b) You may elect, with the consent of the RTA, to take annual leave not exceeding ten single days in single-day periods, or part thereof, in any calendar year at a time or times agreed between yourself and the RTA.

11. This variation shall take effect on and from 19 December 2005.

F. L. WRIGHT *J, President.*

Printed by the authority of the Industrial Registrar.

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

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

Application by Roads and Traffic Authority of New South Wales.

(No. IRC 312 of 2006)

Before The Honourable Justice Wright, President

3 February 2006

VARIATION

1. Insert in the Arrangement after subclause 6.7 Parental Leave, of clause 6 Leave, of the award published 9 September 2005 (353 I.G. 803), the following new subclauses:

6.7A. Communication during Maternity, Adoption and Parental Leave

6.7 B. Rights of request during maternity, adoption and parental leave

2. Insert after subclause clause 6.7 Parental Leave, the following new subclauses:

6.7A. Communication during Maternity, Adoption and Parental Leave

- (a) Where an employee is on maternity, adoption or parental leave and a definite decision has been made to introduce significant change at the workplace, the RTA shall take reasonable steps to:

make information available in relation to any significant effect the change will have on the status or responsibility level of the position the employee held before commencing maternity, adoption or parental leave; and

provide an opportunity for the employee to discuss any significant effect the change will have on the status or responsibility level of the position the employee held before commencing maternity, adoption or parental leave.

- (b) The employee shall take reasonable steps to inform the RTA about any significant matter that will affect the employee's decision regarding the duration of maternity, adoption or parental leave to be taken, whether the employee intends to return to work and whether the employee intends to request to return to work on a part-time basis.

- (c) The employee shall also notify the RTA of changes of address or other contact details which might affect the RTA's capacity to comply with paragraph (a).

6.7B Rights of request during maternity, adoption or parental leave

- (a) An employee entitled to maternity, adoption or parental leave may request that the RTA allow the employee:

to extend the period of unpaid maternity , adoption or parental leave for a further continuous period of leave not exceeding 12 months;

to return from a period of maternity, adoption or parental leave on a part-time basis until the child reaches school age;

to assist the employee in reconciling work and parental responsibilities.

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

The employee's request and the RTA's decision made under paragraph (a) must be recorded in writing.

- (d) Request to return to work part-time

Where an employee wishes to make a request under paragraph (a), dot point 2, such a request must be made as soon as possible but no less than seven weeks prior to the date upon which the employee is due to return to work from maternity, adoption or parental leave.

- 3. Insert after paragraph (g) of subclause 6.12, Family and Community Service Leave, the following new subparagraph (a):
 - (a) Other forms of leave and carer's responsibilities
 - (i) A staff member may elect, with the RTA's agreement, to take annual leave at any time within a period of 24 months from the date at which it falls due.
- 4. This variation shall take effect from 19 December 2005.

F. L. WRIGHT J , *President*

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AUSTRALIAN INLAND CONSENT AWARD 2004

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

Application by COUNTRY ENERGY.

(No. IRC 309 of 2006)

Before The Honourable Justice Wright, President

3 February 2006

VARIATION

1. Insert after subclause (v), of clause 32, Personal Carer's Leave, of the award published 26 August 2005 (353 I.G. 458). the following new subclause:

- (vi) Personal Carers Entitlements for casual employees

Subject to the evidentiary and notice requirements in (ii) and (iii) 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 (iv) 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.

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 payment for the period of non-attendance.

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. Insert after subclause (c), of clause 35, Parental Leave, the following new subclause:

- (d) 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)*.

- (e) An employer must not fail to re-engage a regular casual employee (s.53(2) of the Act) because:

- (a) the employee or the 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.

- (f) Right of Request

- (A) 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.

- (B) The employer shall consider the request having regard to the employee's circumstances and, provide 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 iii(A)(b) and iii(a)(c) must be recorded in writing.

- (D) Request to return to work part-time

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

- (g) Communication during parental leave

- (a) Where an employee is on parental leave and a definite decision has been made to introduce significant change to the workplace, the employer shall take reasonable steps to:

- (a)(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

- (a)(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 also 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 work on a part-time basis.

- (c) The employee shall notify the employer of changes of address or other contact details which might affect the employer's capacity to comply with paragraph (a).

3. Insert after subclause (iii), of clause 38, Bereavement Leave, the following new subclause:

- (iv) subject to the evidentiary and notice requirements in 35(a) & (c) casual employees are entitled to not be available to attend work, or leave work upon the death in Australia of a person prescribed in subclause (iv) of Clause 35 Personal Carers Leave.

- (v) 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.

- (vi) 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 not otherwise affected.

4. This order shall take effect on and from 19 December 2005.

F. L. WRIGHT J, *President*

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CROWN EMPLOYEES (PUBLIC SERVICE CONDITIONS OF EMPLOYMENT) REVIEWED AWARD 2006

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

Application by Public Service Association and Professional Officers' Association Amalgamated Union of New South Wales, Industrial Organisation of Employees.

(No. IRC 1284 of 2006)

Before The Honourable Justice Schmidt

10 March 2006

VARIATION

1. Insert in numerical order in clause 1, Arrangement, of the award published 10 March 2006 (357 I.G. 1108), the following new clause number and subject matter:

101A. Secure Employment

2. Insert after clause 101, Anti-Discrimination, the following new clause:

101A. Secure Employment

- (a) Occupational Health and Safety

- (i) For the purposes of this subclause, the following definitions shall apply:

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

- (ii) Any employer which engages a labour hire business and/or a contract business to perform work wholly or partially on the employer's premises shall do the following (either directly, or through the agency of the labour hire or contract business):

- (1) consult with employees of the labour hire business and/or contract business regarding the workplace occupational health and safety consultative arrangements;
- (2) provide employees of the labour hire business and/or contract business with appropriate occupational health and safety induction training including the appropriate training required for such employees to perform their jobs safely;
- (3) provide employees of the labour hire business and/or contract business with appropriate personal protective equipment and/or clothing and all safe work method statements that they would otherwise supply to their own employees; and
- (4) ensure employees of the labour hire business and/or contract business are made aware of any risks identified in the workplace and the procedures to control those risks.

- (iii) Nothing in this subclause (a) is intended to affect or detract from any obligation or responsibility upon a labour hire business arising under the *Occupational Health and Safety Act 2000* or the *Workplace Injury Management and Workers Compensation Act 1998*.
- (b) Disputes Regarding the Application of this Clause
- Where a dispute arises as to the application or implementation of this clause, the matter shall be dealt with pursuant to the disputes settlement procedure of this award.
- (c) This clause has no application in respect of organisations which are properly registered as Group Training Organisations under the *Apprenticeship and Traineeship Act 2001* (or equivalent interstate legislation) and are deemed by the relevant State Training Authority to comply with the national standards for Group Training Organisations established by the ANTA Ministerial Council.
3. This variation shall take effect from the 1st March 2006.

M. SCHMIDTJ

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(045)

SERIAL C4705

CROWN EMPLOYEES (HOUSEHOLD STAFF - DEPARTMENT OF EDUCATION AND TRAINING) WAGES AND CONDITIONS AWARD

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

Application by NSW Department of Education and Training.

(No. IRC 325 of 2006)

Before The Honourable Justice Wright, President

3 February 2006

VARIATION

1. Delete the Arrangement of the award published 22 October 2004 (346 I.G. 961), and insert in lieu thereof the following:

Arrangement

PART A

Clause No.	Subject Matter
1.	Title
2.	Dictionary
3.	Wages
3A.	Deduction of Union Membership Fees
4.	Wage Sacrifice for Superannuation and Wage/Salary Packaging Arrangements
5.	Classification Structure
6.	Hours of Work
7.	Broken Shift Allowance
8.	Work Performed on Weekends
9.	Leave
10.	Family and Community Service Leave
11.	Bereavement Leave
12.	Personal/Carer's Leave
13.	Parental Leave
14.	Higher Duties
15.	Dispute and Grievance Resolution Procedures
16.	Public Holidays
17.	Overtime
18.	Anti-discrimination
19.	Training and Development
20.	Multi-skilling
21.	Performance Management Scheme
22.	Flexible Work Organisation
23.	Area, Incidence and Duration

PART B

MONETARY RATES

Table 1 - Wages

Table 2 - Allowances

2. Renumber the clauses in the body of the award to reflect the new Arrangement.
3. Insert after subclause 11.5, of clause 11, Bereavement Leave, of the award published the following new subclauses:
 - 11.6 Subject to the evidentiary and notice requirements in 11.2, 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 subclause 12.1.3 of 12. Personal/Carer's Leave.
 - 11.7 The employer and employee shall agree on the period for which the employee will not be entitled to be available to attend work. In the absence of agreement, the employee is entitled to not be available 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.
 - 11.8 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.
4. Insert after paragraph 12.1.4, of clause 12, Personal/Carer's Leave, the following new paragraphs:
 - 12.1.5 Subject to the evidentiary and notice requirements in 12.1.4, 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 12.1.3 of 12. Personal/Carer's Leave who is sick and requires care and support, or who requires care due to an unexpected emergency, or the birth of a child.
 - 12.1.6 The employer and the employee shall agree on the period for which the employee will not be entitled to be available to attend work. In the absence of agreement, the employee is entitled to not be available 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.
 - 12.1.7 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.
5. Delete subclause 12.3, of the said clause 12, and insert in lieu thereof the following:
 - 12.3 Use of Annual Leave -
 - 12.3.1 An employee may elect with the consent of the principal, 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 to care for a person prescribed in subclause 12.1.3 of 12. Personal/Carer's Leave who is sick and requires care and support, or who requires care due to an unexpected emergency, or the birth of a child.
 - 12.3.2 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.
 - 12.3.3 Access to annual leave, as prescribed in subclause 12.3.1 above, shall be exclusive of any shutdown period provided for elsewhere under this award.
 - 12.3.4 An employee 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.

6. Insert after clause 12, Personal/Carer's Leave, the following new clause:

13. Parental Leave

- 13.1 Parental leave conditions of employees under this Award shall be regulated in accordance with the provisions contained within the Act and Regulation and will be in addition to those set out in the *Industrial Relations Act 1996* (NSW) and the Regulation.
- 13.2 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.

13.3 Right to Request

13.3.1 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.

13.3.2 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.

13.3.3 The employee's request and the employer's decision made under 13.3.1 (ii) and 13.3.1 (iii) must be recorded in writing.

13.3.4 Where an employee wishes to make a request under 13.3.1 (iii), such a request must be made as soon as possible but no less than seven weeks prior to the date upon which the employee is due to return to work from parental leave.

13.4 Communication During Parental Leave

13.4.1 Where an employee is on parental leave and a definite decision has been made to introduce a 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.

13.4.2 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.

13.4.3 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 13.4.1.

7. This variation shall take effect from 19 December 2005.

F. L. WRIGHT J , *President*

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(773B)

SERIAL C4704

TECHNICAL AND FURTHER EDUCATION COMMISSION OF NEW SOUTH WALES - SECURITY EMPLOYEES - WAGES AND CONDITIONS AWARD

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

Application by NSW Department of Education and Training.

(No. IRC 324 of 2006)

Before The Honourable Justice Wright, President

3 February 2006

VARIATION

1. Insert after paragraph (i)(d), of clause 18, Personal/Carer's Leave, of the award published 27 August 2004 (346 I.G. 119), the following new paragraphs:
 - (e) Subject to the evidentiary and notice requirements in 18 (i) (b) and 18 (i) (c), 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 18 (c) (ii) of 18. Personal/Carer's Leave who is sick and requires care and support, or who requires care due to an unexpected emergency, or the birth of a child.
 - (f) The employer and the employee shall agree on the period for which the employee will not be entitled to be available to attend work. In the absence of agreement, the employee is entitled to not be available 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.
 - (g) 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 subclause (iii), of the said clause 18, and insert in lieu thereof the following:
 - (iii) Use of Annual (Recreation) Leave
 - (a) An employee may elect, with the consent of the employer and subject to the *Technical and Further Education Commission Act 1990*, to take annual leave for personal/carer's leave purposes not exceeding ten days in single-day periods, or part thereof, in any calendar year at a time or times agreed by the parties to care for a person prescribed in subclause 18 (c) (ii) of 18. Personal/Carer's Leave who is sick and requires care and support, or who requires care due to an unexpected emergency, or the birth of a child.
 - (b) 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.
 - (c) Access to annual leave, as prescribed in paragraph (a) of this subclause, shall be exclusive of any vacation period provided for elsewhere under this award.
3. Insert after paragraph (vii)(e), of the said clause 18, the following new paragraphs:
 - (f) Subject to the evidentiary and notice requirements in (b), 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 18 (i) (c) (ii) of 18. Personal/Carer's Leave.
 - (g) The employer and employee shall agree on the period for which the employee will not be entitled to be available to attend work. In the absence of agreement, the employee is entitled to not be

available 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.

- (g) 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.

4. This variation shall take effect from 19 December 2005.

F. L. WRIGHT J , *President*

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(811)

SERIAL C4711

**CROWN EMPLOYEES (ROADS AND TRAFFIC AUTHORITY OF
NEW SOUTH WALES - TOLL PLAZA OFFICERS) AWARD**

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

Application by Roads and Traffic Authority of New South Wales.

(No. IRC 315 of 2006)

Before The Honourable Justice Wright, President

3 February 2006

VARIATION

1. Delete paragraph (e) of subclause (i) Weekly Employees of clause 9, Annual Recreation Leave of the award published 17 December 2004 (347 I.G. 827) and insert in lieu thereof the following:
 - (e) Subject to paragraph (g) of this subclause, the RTA may direct an employee to take, at such time as is convenient to the RTA, recreation leave for which they are eligible; provided that at least four weeks notices on the date on which leave is to commence is given; provided also that the period between one period of annual leave and the next taken by an employee shall not exceed 18 months. So far as is practicable, the wishes of the employee concerned shall be taken into consideration when fixing the time for taking of such leave.
2. Insert after paragraph (f) of subclause (i) of clause 9, the following new paragraph:
 - (g) Other forms of leave and carer's responsibilities
 - (i) A staff member may elect, with the RTA's agreement, to take annual leave at any time within a period of 24 months from the date at which it falls due, for the purpose of satisfying their carer's responsibilities.
3. This variation shall take effect from 19 December 2005.

F. L. WRIGHT J, *President*

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(010)

SERIAL C4642

ANIMAL FOOD MAKERS, &c. (STATE) AWARD

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

Application by National Union of Workers, New South Wales Branch, Industrial Organisation of Employees.

(No. IRC 1293 of 2006)

Before The Honourable Justice Kavanagh

10 March 2006

VARIATION

1. Insert in numerical order in the Arrangement, of the award published 1 June 2001 (325 I.G. 112), the following new clause number and subject matter:

3A. Secure Employment

2. Insert after clause 3, Conditions of Employment, the following new clause:

3A. 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.
3. This variation shall take effect from the 7 March 2006.

T. M. KAVANAGH J.

Printed by the authority of the Industrial Registrar.

(674)

C4118

TRANSPORT INDUSTRY - MOTOR BUS DRIVERS AND CONDUCTORS (STATE) AWARD

Erratum to Serial C3808 published 9 September 2005

(353 I.G. 760)

(No. IRC 3501 of 2004)

ERRATUM

1. Delete the award published 9 September 2005 (353 I.G. 760) and substitute the following:-

AWARD

PART A

1. Arrangement

Clause No.	Subject Matter
1.	Arrangement
2.	Short Title
3.	No Extra Claims
4.	Wages
5.	Payment of Wages
6.	Casual Employees
7.	Part-time Employees
8.	Hours of Employment
9.	Meal and Crib Times
10.	Mixed Functions
11.	Overtime and Other Penalty Payments
12.	Saturday and Sunday Work
13.	Nightride Shifts
14.	Railway Work
15.	Special Hirings
16.	Days Off
17.	Travelling Time

SECTION II - Public Holidays and Paid Leave

18.	Public Holidays
19.	Union Picnic Day
20.	Sick Leave
21.	State Personal/Carers Leave Case August 1996
22.	Bereavement Leave
23.	Annual Leave
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25.	Parental Leave

SECTION III - Industrial Relations

26.	Union Delegate
27.	Union Notice Board
28.	Union Recognition
29.	Disputes Procedure

- 30. Right of Entry
- 31. Driver Monitoring Program

SECTION IV - Superannuation

- 32. Permissible Funds
- 33. Contributions

SECTION V -General

- 34. Uniforms
- 35. Limitation of Driving Hours
- 36. Defective Vehicles
- 37. Drivers Duties
- 38. Terms of Employment
- 39. Amenities
- 40. Training of Employees
- 41. Definitions
- 42. Leave Reserved
- 43. Anti Discrimination
- 44. Area, Incidence and Duration

PART B

MONETARY RATES

Table 1 - Wages Rates

Table 2 - Other Rates and Allowances

Table 3 - Other Rates and Allowances (Bus Industry Reform Contracts)

Table 4 - Bus Industry Reform Allowance

SECTION I - WAGES AND HOURS OF EMPLOYMENT

2. Short Title

The short title of this award shall be the Bus Award.

3. No Extra Claims

The union undertakes not to pursue any extra claims for the duration of the award's nominal term.

4. Wages

- (i) Full Time Employees - The wages of full time employees are set out in Table 1 - Wage Rates, of Part B, Monetary Rates.
- (ii) Dual Capacity Allowance
 - (a) An employee called upon to issue tickets or collect fares shall, subject to clause 4 (iv) (a), be paid an additional amount per day, as set out in Item 1 of Table 2, for each day or part thereof on which he/she so acts.
 - (b) The driver of an articulated bus shall, subject to clause 4 (iv) (a), be paid an additional amount per shift or part thereof as set out in Item 2 of Table 2 while so engaged.
- (iii) Notwithstanding any other provision of this award, trainee employees whilst under the control of a driver instructor shall be paid at ordinary-time rates of pay, without any allowances or penalties to apply.

- (iv) Bus Industry Reform Contracts - Additional Payments and Allowance.
- (a) The allowances specified in Table 3 of Part B of this award shall be paid in lieu of the allowances in Table 2 of Part B of this award with respect to all employees engaged at a yard operated by an employer (including any Associated Operator) bound by this award at or from which any work pursuant to a Bus Industry Reform Contract is performed, on and from the date upon which the contract is signed by the parties to it.
- (b)
- (1) The Bus Industry Reform Allowance specified in item 1 of Table 4 of Part B of this Award shall be payable from 1 April 2005 with respect to all employees engaged at a yard operated by an employer (including any Associated Operator) bound by this award at or from which any work pursuant to a Metropolitan Bus Industry Reform Contract is performed.
- (2) The Bus Industry Reform Allowance specified in item 2 of Table 4 of Part B of this award shall be payable from 1 April 2006 with respect to all employees (not covered by (b) 1. above) engaged at a yard operated by an employer (including any Associated Operator) at or from which work pursuant to an Outer Metropolitan Bus Industry Reform Contract is performed, provided that where the employer has entered into a Bus Industry Reform Contract prior to 1 April 2006, the Bus Industry Reform Allowance specified in item 2 of Table 4 of Part B of this Award shall be payable on and from the date upon which the contract is signed by the parties to it.
- (c) To avoid doubt, the Bus Industry Reform Allowance specified in items 1 and 2 of Table 4 of Part B of this award is payable for all purposes as if it were part of the base wage.
- (d) From July 1 2007, the Bus Industry Reform Allowance will no longer be payable and the amount of \$48.02 is incorporated from that date in the base rate of pay for employees engaged by employers (including any Associated Operators) to whom the Bus Industry Reform Allowance had previously been payable.

5. Payment of Wages

- (i)
- (a) Wages shall be paid weekly by cash, cheque or electronic funds transfer. Provided that, where there is agreement between an employer and a majority of their employees at a yard, its employees at that yard, may be paid fortnightly.
- (b) A payday shall be fixed at each place of employment which, once established, shall not be changed except by agreement or with seven days notice.
- (c) Employers will provide a choice of electronic funds transfer facilities where this is the chosen method of payment.
- (ii)
- (a) No employer shall hold more than two days pay in hand.
- (b) Cash wages shall be paid without delay prior to the employee ceasing work on the day set apart as pay day. In the event of the payment of cash wages being delayed more than 15 minutes beyond the employees finishing time, all such waiting time shall be paid for at overtime rates.
- (c) Where wages are paid direct into an employee's bank account, the wages shall be available on the day set apart as pay day. If the wages are not available to the employee on the designated day the employee shall contact the employer, who shall arrange with the bank for the wages to be made available. If, by the day following payday, the wages are still not available, the employer

shall make available to the employee the equivalent amount in cash. If the bank then deposits the money in the employee's bank account, it shall be repaid to the employer prior to the next pay day.

- (iii) Where an employer has more than one depot, garage or picking-up place, arrangements as to the place of payment of wages shall be mutually agreed upon between the employer and the union. Failing agreement, the matter shall be referred to the Industrial Committee.
- (iv) Nothing in this clause shall preclude an employer from making other arrangements as to pay day or period, as may be found convenient, but only with the consent of the union.
- (v) Unless the employer is exempted under the provisions of section 123 of the *Industrial Relations Act* 1996, each employee shall be supplied with a pay envelope or statement in writing on which there shall be endorsed those things required by section 123 of the *Industrial Relations Act* 1996 and clause 6 of the Industrial Relations (General) Regulation 1996 including:
 - (a) the name of the employee;
 - (b) the classification of the employee;
 - (c) the date on which the payment was made;
 - (d) the period of employment to which the payment relates;
 - (e) the gross amount of remuneration;
 - (f) the amount paid as overtime or such information as will enable the employee to calculate the amount paid as overtime;
 - (g) the amount deducted for taxation purposes;
 - (h) the amount deducted as employee contributions for superannuation purposes;
 - (i) the particulars of all other deductions; and
 - (j) the net amount paid.

6. Casual Employees

- (i)
 - (a) Casual employees shall be paid at the rate prescribed in this award for full time employees, calculated on an hourly basis, plus 15 per cent for the time worked.
- (ii) Subject to clause 15, Special Hirings, casual employees shall be paid in the following manner:
 - (a) Monday to Friday - Casual employees shall be engaged by the hour and paid for all time worked to the nearest minute, with a minimum engagement of one hour; provided that, for all time worked in excess of 38 hours per week or ten hours on any day, the rate of pay shall be time and one-half.
 - (b) Saturdays - Casual employees shall be engaged for a minimum of four hours and shall be paid for all time worked at time and one-half.
 - (c) Sunday - Casual employees shall be engaged for a minimum of five hours and shall be paid for all time worked at double time.
 - (d) Public Holidays - Casual employees shall be engaged for a minimum of five hours and shall be paid for all time worked at double time and one-half.

- (iii) Clause 11, Overtime and Other Penalty Payments, shall not apply to casual employees.

7. Part-Time Employees

Employees may be employed on a permanent basis to work regular days and regular hours less than 38 hours per week, provided that:

- (i) The set weekly hours for such an employee shall be determined upon engagement and committed to writing; provided that, by mutual agreement, the hours may be varied to enable the employee to accept any extra duties that may be offered from time to time.
- (ii) Notwithstanding subclause (i) of this clause, a minimum of three hours per day shall be worked by such an employee.
- (iii) The spread of ordinary hours allowable for such employees shall be as set out in paragraph (a) of subclause (ii) of clause 11, Overtime and Other Penalty Payments.
- (iv) The rate of pay of such employees shall be calculated on the basis of an hourly rate equal to the appropriate rate as set out in clause 4, Wages, and divided by 38.
- (v) Part-time employees shall attract pro rata entitlement to:
 - (1) annual leave;
 - (2) annual leave loading;
 - (3) sick leave;
 - (4) bereavement leave;
 - (5) long service leave;
 - (6) public holidays that fall within the four school terms
 - (7) union picnic day; and
 - (8) carers leave.

8. Hours of Employment

- (i)
 - (a) The ordinary hours of work shall not exceed 38 per week, excluding meal breaks.
 - (b) Ordinary hours shall be worked on one of the following bases:
 - (1) 38 hours to be worked within a working week not exceeding seven consecutive days, allowing working hours to be reduced by minutes per day or hours per week; or
 - (2) two weeks worth of working hours (i.e. 76 hours) to be worked within a working fortnight over 14 consecutive days; or
 - (3) three weeks worth of working hours (i.e. 114 hours) to be worked within a work cycle not exceeding 21 consecutive days; or
 - (4) four weeks worth of working hours (i.e. 152 hours) to be worked within a work cycle not exceeding 28 days; or
 - (5) any other arrangement where a weekly average of 38 hours is worked.

- (c) Employers and employees may, by agreement, defer "time off" for up to a maximum of five days with such deferred time off to be taken within a period of six months from the date on which agreement to defer was reached.
 - (d) Employers shall determine the method of implementation of reduced working hours. Different methods of implementation may occur and may even differ from employee to employee.
- (ii) The ordinary weekly hours shall be worked in four or five days, provided that in the case of an employer employing less than nine employees, it shall be optional for such employer to work his/her employees up to six days per week; the option once exercised shall be altered only by notice posted for seven days in a prominent position in the depot, garage or picking-up place.
- (iii)
- (a) Where a four or five-day week is worked, the ordinary hours of rostered shifts shall be limited to ten hours of any shift of such week.
 - (b) Where a six-day week is worked, the ordinary hours of rostered shifts shall be limited to nine hours of any shift of such week.
 - (c) An employee called on to work any portion of an additional shift shall be paid not less than the period of such shift or the additional hours as overtime.
 - (d) An employee, other than a casual employee, called upon to work a broken shift on Monday to Friday, inclusive, shall be paid for not less than seven hours for such shift.
- (iv)
- (a) No broken shift shall be rostered to exceed a spread of 12 hours inclusive of breaks, provided that, where the roster requires, a broken shift may be rostered to a spread of 13 hours. Broken shifts in excess of 13 hours spread may be implemented only by agreement with the union.
 - (b) No straight shift shall be rostered to exceed a spread of 11 and a half hours, inclusive of meal breaks.
 - (c) No employee shall be required to work a broken shift on a Saturday, Sunday or a public holiday except where, on regular timetabled services, such broken shifts cannot reasonably be avoided.
 - (d) In particular circumstances, it shall be optional for the union and the employer to make an agreement as to broken shifts.
 - (e) The break between the two sections of a broken shift which exceeds a spread of ten hours shall be at least one and a half hours, and only one such break shall be permitted on any such shift. Any other periods off duty during a broken shift, except for a maximum of one meal break given and taken in accordance with clause 9, Meal and Crib Times, shall be counted and paid for as time worked.
 - (f) Employees may be permitted to interchange work to meet their personal convenience, provided that such change is with the consent of the employer.
- (v) An employee shall have a continuous break between the completion of a shift and the commencement of the next regular starting time of no less duration than that required by the National Driving Hours Legislation.
- (vi) Fixing Times
- (a) The employer shall fix the starting and finishing time of each employee for each shift and also shall show all work to be performed during the shift and shall post rosters showing such times in a prominent place in the depot, but when once fixed, the start and finish time shall not be altered

unless at least three days notice (in the case of basic route rosters) or one days notice (in all other cases) has been posted in a prominent place in the depot for the employees to see.

- (b) All starting and finishing times shall commence from and shall cease at the recognised home depot or picking-up place of the employee. This provision shall apply in this form only in the Sydney, Newcastle and Port Kembla-Wollongong areas as defined in clause 41, Definitions, and also in the area within eight kilometres of the principal post office, Cessnock.
 - (c) Elsewhere there shall be a picking-up place which, when once fixed and decided upon by the employer, shall not be altered by the employer without the consent of the union or, in the event of disagreement, without the approval of the Industrial Committee.
 - (d) Employees shall be allowed reasonable time to perform such duties as are required by the employer before taking a bus from the recognised home depot, garage or picking-up place and after returning a bus to the finishing place. The employer shall post notices stating what duties are required.
- (vii) Payments shall be made for each shift at the rate applicable to the day on which the major portion of the work is performed.

9. Meal and Crib Times

- (i)
 - (a) No employee shall be required to work or be on duty continuously for more than five hours without a meal or crib break.
 - (b) There shall be such flexibility in meal and crib breaks in regard to special hirings, charters, relief duties, straight shifts and/or broken shifts as is reasonably necessary to assist rostering.
 - (c) The times for taking meal and crib breaks shall be consistent with National Driving Hours Legislation.
- (ii) A meal break shall be not less than 30 minutes and shall not exceed one hour. A crib break shall be not less than 15 minutes and not more than 30 minutes and shall be counted as time worked.
- (iii) No duties shall be performed by an employee during his/her meal or crib break.
- (iv) Where an employee is required to take a meal or crib break away from his/her depot, it shall be the responsibility of the employer to arrange for suitable toilet facilities. Where these facilities are not arranged by the employer on a meal break only, subject to clause 4(iv)(a), an allowance as set out in Item 3 of Table 2 - Other Rates and Allowances, of part B, Monetary Rates, shall be paid.
- (v) No employee shall take a meal break unless he/she previously worked for at least two hours, unless otherwise agreed between the union and the employer.
- (vi) Where an employee is required to work for two hours or more after the usual finishing time, he/she shall, subject to clause 4(iv)(a), be paid a meal allowance as set out in Item 4 of the said Table 2.

10. Mixed Functions

- (i) An employee required by his/her employer to work for less than two hours a day on work carrying a higher rate of pay shall be paid at the higher rate for the actual time so worked and when required to work for more than two hours a day on such work he/she shall be paid as for a whole days work.
- (ii) This clause shall not apply to actual periods of one hour or less or to interchange of work arranged between employees to meet their personal convenience.

11. Overtime and Other Penalty Payments

- (i) **Maximum Penalty Payment** - Subject to clause 6, Casual Employees, and clause 18, Public Holidays, when time worked is subject to more than one extra rate of payment, the employer shall not be required to pay more than the rate of double time.
- (ii) **Overtime**
 - (a) Rostered overtime shall be paid for at the rate of time and one-half for the first two hours and double time thereafter, for all rostered time worked in excess of 38 hours.
 - (b) Non-rostered overtime shall be paid for at the rate of time one-half for the first two hours and double time thereafter, and shall stand alone on a daily basis.
 - (c) Overtime rates shall be paid for all time worked between the hours of midnight and 5.00a.m. subject to subclause (i) of clause 13, Nightride Shifts.
 - (d) Overtime rates shall be paid for all time worked in excess of nine hours where a six-day week is worked, or in excess of ten hours where a four or five-day week is worked.
 - (e) An employee who is rostered to work a straight shift of a spread of 11 and one-half hours, inclusive of meal breaks, shall be paid at double time for all time worked in excess of the rostered shift.
 - (f) Employees requested to do non-rostered overtime, prior to the start of their normal shift, shall be paid at overtime rates up to the normal shift starting time; provided that, when such overtime does not extend up to the employees normal starting time, a minimum of two hours pay at overtime rates shall be paid whether worked or not.
 - (g) For all time worked on Saturdays and Sundays, clause 12, Saturday and Sunday Work, shall apply.
 - (h) The employer may require employees to work reasonable overtime at the rate prescribed and such overtime shall be allocated as equally as possible, bearing in mind the nature of the job and the suitability of the driver.
 - (i) Where different overtime rates are applicable to the same hours of work, the rate most favourable to the employee shall be paid.
 - (j) By agreement with the employee, non-rostered overtime may be taken as time off in lieu. Such time shall accrue at overtime rates and be taken within six months.
- (iii) **Broken Shifts Penalty Payments**
 - (a) All time worked on a broken shift after ten hours from the time first signed on shall be paid for at the rate of time and one-half.
 - (b) An employee who works a broken shift which finishes later than 10.00p.m. shall, subject to clause 4(iv)(a), be paid, in addition to his/her earnings for that shift, the sum as set out in Item 5 of Table 2 - Other Rates and Allowances, of Part B, Monetary Rates.
 - (c) Subject to subclause (i) of this clause, all broken shift penalties under this clause shall stand alone for the purpose of calculation of wages.
- (iv) **Recall** - An employee who has left the premises and who is requested to return to work to perform extra duties shall be paid at overtime rates, with a minimum paid period of four hours.

- (v) Night Work - An employee rostered to work ordinary hours of duty commencing prior to 6.00a.m. and/or finishing after 6.00p.m. shall, subject to clause 4(iv)(a), be paid an additional penalty as set out in Item 6 of the said Table 2.

12. Saturday and Sunday Work

- (i) All ordinary time worked on Saturday shall be paid for at the rate of time and one-half, and all time on Sunday shall be paid for at the rate of double time.
- (ii) An employee called upon to work on a Saturday shall be guaranteed and/or paid for not less than four hours work at the appropriate rate.
- (iii) An employee called upon to work on a Sunday shall be guaranteed and/or paid for not less than five hours work at the appropriate rate.

13. Nightride Shifts

A nightride shift is a shift the majority of the ordinary hours of which is taken up by work pursuant to a contract entered into by the employer to provide timetable services for the replacement of train services between 12.00 midnight and 5.00a.m.

The wage rate applicable to such shifts:

- (i) worked on Monday to Saturday (inclusive) shall be time and a half;
- (ii) worked on Sunday shall be double time;
- (iii) worked on a public holiday shall be double time and a half.

Notwithstanding anything contained herein, each shift shall be paid for at the rate applicable to the day on which the major portion of the ordinary time of the shift is worked.

14. Railway Work

An employee required to drive a bus in substitution for a railway timetable service during scheduled railway maintenance work shall be paid at the rate applicable to the day, under this award, whilst performing such work.

15. Special Hirings

- (i) Special Hirings Not Exceeding Two Days - The following provisions shall apply to special hirings not exceeding two days duration which do not form part of the ordinary rostered work of employees. Not exceeding two days shall be deemed to mean not exceeding two calendar days, falling between midnight and midnight.
- (a) An employee offered the job of a special hiring may, at his/her option, accept or reject such offer, but if he/she accepts then he/she shall work the job and, where practicable, seven days notice shall be given of such hiring.
- (b) The provisions of this award, other than clause 17, Travelling Time, shall not apply to special hirings.
- (c) The employee shall, subject to clause 4 (iv) (a), be paid a meal allowance as set out in Item 7 of Table 2 - Other Rates and Allowances, of Part B, Monetary Rates, except where a suitable meal is provided.
- (d) The duration of the job shall be from the time of signing on to the time of signing off but shall not exceed 13 hours; provided that, in cases where an employee is unable to complete a special hiring in 13 hours, all time in excess of 13 hours shall be paid for at the rate of double time.

- (e) The employee shall be paid for the duration of the job at the ordinary hourly rate fixed under clause 4, Wages, for the first eight hours and at the rate of time and a half thereafter, but shall not be paid less than eight hours pay.
- (f) For special hiring of less than four hours, the following provisions shall apply:
 - (1) Paragraphs (c), (e) and (i) of this subclause shall not apply to such special hirings.
 - (2) Time worked on such special hirings shall be paid at:
 - (a) Time and a half for Monday to Friday inclusive:
 - (b) Double time for Saturday and Sunday:
 - (c) Double time and a half for public holidays:
 - (3) On days when the special hiring is the only duty, the employee shall be paid for a minimum engagement of two hours.
 - (4) If such special hiring is an extension of rostered duty, it shall be treated as overtime. All such time shall stand alone.
- (g) Employees shall be supplied with a time sheet for all special hirings for the purpose of recording the starting and finishing times of such hirings, plus any other information required by the employer.
- (h) Where a special hiring exceeds one day but does not exceed two days, the following provisions shall apply:
 - (1) The employee shall have a rest period of at least eight hours after the completion of each daily shift.
 - (2) The employee shall be reimbursed by his/her employer for expenses reasonably incurred in obtaining satisfactory meals and hotel or other suitable accommodation.
- (ii) Where a special hiring is cancelled and the employee engaged for the job is not given at least eight hours notice of the cancellation, he/she shall be paid two hours pay at the ordinary rate.
- (iii) Special Hirings Exceeding Two Days - In the case of special hirings exceeding two days duration, the wages paid shall be assessed in accordance with the other clauses of this award, including clause 4, Wages; clause 11, Overtime and Other penalty payments; clause 12, Saturday and Sunday Work, and clause 18, Public Holidays.

16. Days Off

- (i) All full time employees shall be allowed at least one day off in each week and shall not be worked on such day off, except in the case of an emergency.
- (ii) Where an employee is required to work on any day rostered off, time worked thereon shall stand alone and shall be paid for at the rate of double time if worked on a Sunday, or at the rate of time and three-quarters if worked on a Saturday, or at the rate of time and one-half if worked on any other day.
- (iii) An employee required to work on any day rostered off shall be guaranteed and/or paid for not less than four hours work at the appropriate rate Monday to Saturday, and for not less than five hours work at the appropriate rate on a Sunday.

17. Travelling Time

- (i) Wherever the employee commences or finishes duty other than at his/her home depot, he/she shall be entitled to payment at ordinary rates for the additional time, if any, reasonably occupied in journeying to and from his/her home as compared with the time ordinarily occupied by him/her in journeying from his/her depot to his/her home and also shall be reimbursed for reasonable fares incurred.
- (ii)
 - (a) Subject to agreement between the union and the Association in areas outside Sydney, Newcastle and Port Kembla-Wollongong, as defined in clause 41, Definitions, and outside the area within eight kilometres of the principal post office, Cessnock, subclause (i) of this clause shall not apply in respect of regular timetabled services and employees working on such services may be signed on and off places other than their home depots, subject to a meal allowance per meal as set out in Item 8 of Table 2 (or Item 8 of Table 3, whichever is applicable) of Part B, Monetary Rates, being paid; provided, however, that this exception shall not apply to special hiring's or any work outside of regular timetabled services; provided also that an employee ceasing duty at a place other than at his/her home depot who is required to remain overnight shall be reimbursed by the employer for expenses reasonably incurred in providing himself/herself with meals and hotel or other suitable accommodation.
 - (b) In the event of their failing to agree, either the union or the Association may refer any matter arising under this subclause to the Industrial Committee for decision.

SECTION II - PUBLIC HOLIDAYS AND PAID LEAVE

18. Public Holidays

- (i)
 - (a) The days on which New Years Day, Australia Day, Good Friday, Easter Saturday, Easter Monday, Anzac Day, Queens Birthday, Labour Day, Christmas Day and Boxing Day are observed, together with special days appointed by proclamation as public holidays throughout the State, shall be recognised as holidays. When taking any of the said holidays, an employee shall receive payment for the ordinary hours of their rostered shift and any rostered overtime they would have earned had they not taken a holiday, but shall not receive any daily allowances, loadings, penalties or premiums they would otherwise have earned.
 - (b) Where any of the said public holidays are observed (Monday to Friday inclusive) during an employees period of annual leave, an additional paid day shall be added to the annual leave period for each such holiday so occurring.
 - (c) Where any of the said public holidays fall (Monday to Friday inclusive) on an employees rostered day off, then the employee shall be entitled to an additional paid day added to his/her annual leave period or shall be paid, in addition to his/her wages for that week, seven hours 36 minutes pay for such public holiday.
- (ii) Where an employee is required to work any such holiday and he/she fails to work as required, no payment shall be made to the employee for the holiday; provided that this subclause shall not preclude payment of sick leave entitlement in respect of any employee who is unable to work on a public holiday because of illness. Such employee shall be entitled to payment in accordance with clause 20, Sick Leave.
- (iii) All time worked by employees on a public holiday shall be paid for at the rate of double time and a half, with a guarantee of five hours work for each employee.
- (iv) Where, in a week in which a public holiday falls, an employee's ordinary rostered day off is altered so as to coincide with the public holiday, he/she shall be paid, in addition, at the ordinary rate for the number of hours he/she would have worked according to his/her normal roster had the day not been a

holiday or, as alternatives, equivalent time off shall be allowed within one month or added to the employees annual leave.

- (v) In a week in which a public holiday falls, the employer shall not be allowed to make up an employees ordinary week with an overtime shift which, under the normal weekly roster, the employee would have worked had it not been a public holiday.
- (vi) In any week in which a public holiday occurs, the time for which the employee would normally be rostered to work but for the public holiday shall be deemed to be time worked for the purpose of determining whether rostered overtime is payable pursuant to paragraph (a) of subclause (ii) of clause 11, Overtime and Other Penalty payments.
- (vii) When an employee is absent from employment on the working day before or the working day after a public holiday without reasonable excuse or without the consent of the employer, the employee shall not be entitled to payment for such holiday, unless the employee has worked on such holiday.

19. Unions Picnic Day

- (i) Easter Saturday shall be recognised as the Union's picnic day.
- (ii) In addition to all other payments due to him/her, a financial member of the Union, other than a casual employee, shall, upon proof thereof, be paid an additional days pay in the pay period in which Easter Saturday falls.
- (iii) For the purpose of this clause a financial member of the union shall mean an employee who is, at the time of the picnic day, a financial member or who was a financial member of the union as at the 31 December of the preceding year.

20. Sick Leave

- (i) An employee, other than a casual employee, with not less than three months continuous service with the employer who is unable to attend for duty during ordinary working hours by reason of personal illness or incapacity (excluding illness or incapacity resulting from injury under the *Workers Compensation Act 1987*) and not due to misconduct, shall be paid for such sick leave for the ordinary hours of their rostered shift and any rostered overtime they would have earned had they not taken sick leave, but shall not receive any daily allowances, loadings, penalties or premiums they would otherwise have earned, subject to the following conditions and limitations:
 - (a) The employee shall, unless it is not reasonably practicable so to do (proof whereof shall be on the employee), make every effort to notify the employer of his/her absence two hours before his/her normal starting time on the first day of his/her absence, but in any circumstances within 24 hours of his/her normal starting time.
 - (b) The employee shall notify the employer by 4.00p.m. on the day prior to his/her return to duty of his/her availability to return to normal duties.
 - (c) He/she shall furnish to the employer such evidence as the employer may reasonably desire that he/she was unable, by reason of such illness or injury, to attend for duty on the day or days for which sick leave is claimed.
 - (d)
 - (1) An employee in the first year of employment shall be entitled to paid sick leave up to a maximum of 38 hours of ordinary time.
 - (2) An employee after the first year of his/her employment shall be entitled to paid sick leave up to a maximum of 60 hours and 48 minutes of ordinary time.

- (ii) The rights under this clause shall accumulate from year to year so long as the employment continues with the employer, so that any part of the leave entitlement which has not been utilised in any year may be claimed by the employee and shall be allowed by the employer, subject to the conditions prescribed by this clause, in a subsequent year of continued employment.
- (iii) If a public holiday occurs on a Monday to Friday, inclusive, during the employee's absence on sick leave, then such public holiday shall not be counted as sick leave.
- (iv) Service before the date of coming into force of this clause shall be counted as service for the purpose of assessing the sick leave entitlement in any year pursuant to subclause (i) of this clause but shall be taken into consideration in arriving at the period of accumulated leave; provided that the increase in sick leave allowance after the first year of service pursuant to subclause (i) of this clause, shall only commence from the date of operation of this clause.
- (v) Accumulated sick leave at the credit of an employee at the date of coming into force of this clause shall not be affected nor reduced by the operation of this clause.
- (vi) Claims for paid sick leave for single-day absences where sick leave has already been paid for two or more single-day absences in the same year must be substantiated with a medical practitioner's certificate.
- (vii) In any week in which an employee takes sick leave, the time for which the employee would normally be rostered to work but for the absence on sick leave shall be deemed to be time worked for the purpose of determining whether rostered overtime is payable pursuant to paragraph (a) of subclause (ii), of clause 11, Overtime and Other Penalty payments.

21. State Personal/Carers Leave Case - August 1996

- (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 20, 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 carers 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 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.
 - (f) An employee shall, wherever practicable, give the employer notice prior to the absence of the intention to take leave, the name of the person requiring care and that person's relationship to the employee, the reasons for taking such leave and the estimated length of absence. If it is not practicable for the employee to give prior notice of absence, the employee shall notify the employer by telephone of such absence at the first opportunity on the day of absence.
- (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 member of a class of person set out in subparagraph (ii) of paragraph (c) of subclause (1) who is ill.
- (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.
- (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 subclause (1) of this clause, and despite the provisions of paragraph (j) of subclause (ii), Overtime, of clause 11, Overtime and Other Penalty Payments, 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.

- (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.
- (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 both 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.

22. Bereavement Leave

- (i) An employee shall, on the death within Australia of the wife, husband, father, mother, father-in-law, mother-in-law, brother, sister, child or stepchild of the employee, be entitled to leave up to and including the day of the funeral of such relation. Such leave shall for a period not exceeding two days without loss of any ordinary pay which the employee would have earned if he/she had not been on such leave.
- (ii) The right to such leave shall be dependent on compliance with the following conditions:
 - (a) The employee shall give the employer notice of his/her intention to take such leave as soon as reasonably practicable after the death of such relation.
 - (b) The employee shall furnish proof of such death to the satisfaction of the employer.
 - (c) The employee shall not be entitled to leave under this clause during any period in respect of which he/she has been granted any other leave.
- (iii) For the purpose of this clause, the words wife and husband shall not include a wife or husband from whom the employee is separated but shall include a person who lives with the employee as a de facto wife or husband.

23. Annual Leave

- (i) See *Annual Holiday Act 1944*.
- (ii) An employee, at the time of his/her entering upon a period of annual leave, in accordance with the said Act, shall be entitled to an additional payment calculated on the basis of 25 per cent of the holiday pay for that period of annual leave. Should circumstances arise where an employee has received annual leave loading to which he/she is not entitled, then such payment shall be deducted from any monies due at termination.

- (iii) Before proceeding on annual holidays, an employee shall be advised by his/her employer of the shift on which he/she is to work immediately upon his/her return to duty. Notification of any change of shift shall be given to the employee by the employer at least 24 hours before the employee is scheduled to commence duty, either directly or by written notification delivered to the employee's home.

24. Long Service Leave

See *Long Service Leave Act 1955*.

25. Parental Leave

See *Industrial Relations Act 1996*.

SECTION III - INDUSTRIAL RELATIONS

26. Union Delegate

- (i) An employee appointed as union delegate in the yard, depot or garage shall, upon notification thereof to the employer by the branch or sub-branch Secretary of the union, be recognised as the accredited representative of the union.
- (ii) Any matter arising in the yard, depot or garage affecting members of the union may be investigated by the delegate and discussed with the employer or his/her representative. The delegate shall, at his/her request, be allowed a reasonable opportunity to carry out such duties at a time reasonably convenient to himself/herself and the employer.
- (iii) If a matter in dispute is not settled, the delegate shall, on request, be allowed access to a telephone for a reasonable opportunity of notifying the union branch or sub-branch concerned in order to implement the disputes procedure (see clause 29, Disputes Procedure).

27. Union Notice Board

The employer shall supply a notice board of reasonable dimensions to be erected or to be placed in a prominent position in the yard, depot or garage upon which accredited representatives of the union shall be permitted to post formal union notices signed by the representative or representatives.

28. Union Recognition

The Transport Workers Union of New South Wales is recognised by the parties to this award as a party to this award and as a representative of its members covered by this award.

29. Disputes Procedure

- (i) Subject to the *Industrial Relations Act 1996*, any dispute will be dealt with in the following manner:
 - (a) In the event of an industrial dispute, the representative of the union on the job and the Transport Supervisor shall attempt to resolve the matters in issue in the first place.
 - (b) In the event of a failure to resolve the dispute at job level the matter shall be subject to discussions between an organiser of the union and senior management.
 - (c) Should the dispute still remain unresolved the Secretary of the union or his/her representative will confer with the Executive Director of the association or his/her representative or a representative of the appropriate employer organisation.
 - (d) In the event of no agreement being reached at this stage, the dispute will be referred to the Industrial Relations Commission of New South Wales for resolution.
- (ii) All work shall continue normally while these negotiations are taking place.

(iii) Individual Grievance:

- (a) The employee is required to notify (in writing or otherwise) the employer as to the substance of the grievance, request a meeting with the employer for bilateral discussions and state the remedy sought.
- (b) A grievance must initially be dealt with as close to its source as possible, with graduated steps for further discussion and resolution at a higher level of authority.
- (c) Reasonable time limits must be allowed for discussion at each level of authority.
- (d) At the conclusion of the discussion, the employer must provide a response to the employee's grievance, if the matter has not been resolved, including reasons for not implementing any proposed remedy.
- (e) While a procedure is being followed, normal work must continue.
- (f) The employee may be represented by an industrial organisation of employees.

30. Right of Entry

See the *Industrial Relations Act 1996*.

31. Driver Monitoring Program

The following procedures are to occur in the monitoring of customer services and driving performance:

(a) Customer Service

- (1) All complaints received are to be validated by establishing the complainant's name and telephone number or address.
- (2) The employee is to receive details of the validated complaint and to supply to the employer written responses to the complaint.
- (3)
 - (a) If the complaint is not established, no further action shall be taken and notations are not to be made on the drivers employment file.
 - (b) If the complaint is established, then the employer is to counsel the employee with a company representative and employee representative in attendance. This shall be considered as a verbal warning.
- (4) Should there be a further established complaint regarding customer service, the employee shall receive further counselling and a written warning.
- (5) Further established customer service complaints shall result in a final counselling session and a final written warning issued by senior management.
- (6) A further established complaint regarding customer service shall lead to termination of employment.

(b) Driving Performance

- (1) All complaints are to be validated by establishing the complainant's telephone number or address.
- (2) The employee is to receive details of the validated complaint and to supply to the employer written responses to the complaint

(3)

- (a) If the complaint is not established, no further action shall be taken and notations are not to be made on the drivers employment file.
- (b) If the complaint is established, then the employer is to counsel the employee with a company representative and employee representative in attendance. This shall be considered as a verbal warning.
- (4) Should there be a further established complaint regarding driving performance, the employee shall receive further counselling, a driving assessment by the company's driver trainer and a written warning.
- (5) A further established complaint regarding driving performance shall lead to counselling and a final written warning issued by senior management.
- (6) A further established complaint regarding driving performance shall lead to termination of employment.

(c) Suspension from Duties

At the employer's discretion, there shall be a once only opportunity for the employee to be suspended from duties for a period of up to ten working days without pay as an alternative to termination as described in paragraph (6) of subclauses (a) and (b) of this clause.

(d) Nothing in this procedure will affect the right of the employer to dismiss an employee without notice where the employee is guilty of serious misconduct.

SECTION IV - OCCUPATIONAL SUPERANNUATION

32. Permissible Funds

For the purposes of this Part, the Fund shall mean the T.W.U. Superannuation Fund established by Trust Deed and Articles on 4 October 1984 or the Tasplan, the successor fund of the Bus and Coach Association Superannuation Scheme established by Trust Deed on 2 July 1987.

33. Contributions

- (i) Any employer employing employees under the terms of this award shall be a participating employer in the fund.
- (ii) Superannuation Legislation
 - (a) 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), and s.124 of the *Industrial Relations Act 1996* (NSW). This legislation as varied from time to time, governs the superannuation rights and obligations of the parties.
 - (b) In accordance with the superannuation legislation, employers are required to pay to the trustee of the fund, as at the date of the making of this award, a contribution at the rate of 9% of ordinary time earnings.
- (iii) Each participating employer shall inform new employees and any other employees who are not members of the fund of the provisions of this clause and shall provide such employees with the forms necessary to become a member of the fund and shall, upon completing of the forms by such employees, send them forthwith to the administrators of the fund.

- (iv) The parties to this award note that award obligations on employers to pay occupational superannuation have existed since 25 June 1987.

SECTION V - GENERAL

34. Uniforms

- (i) Where an employee is required to wear a distinctive dress the same shall be provided, free of cost, by the employer and it shall be the duty of the employee to retain same in reasonable condition. Such distinctive dress shall remain the property of the employer.

Caps, tunics, trousers, shirts and ties, for the purpose of this clause, shall be deemed distinctive dress; provided that an employer shall not be required to supply more than four shirts to an employee in any one year.

- (ii) Where an employee is called upon to work in or about the yard, garage or depot or to perform duties other than of a driver or conductor, he/she shall be supplied with suitable overall or protective clothing, free of cost, by the employer.
- (iii) An employee shall sign a receipt for all items of uniform received from the employer. Upon ceasing employment, he/she shall return to the employer any items of uniform less than 12 months old.

35. Limitation of Driving Hours

See National Driving Hours Legislation.

36. Defective Vehicles

No employee shall drive a vehicle, which contravenes the applicable Road Transport or Traffic Management Legislation, other than for the purpose of completing a journey already commenced.

37. Drivers Duties

- (i) Where required by the employer, drivers' duties shall include minor repairs such as changing tail lights and each driver shall be ready, willing and able to perform minor roadside repairs. Drivers may also be required to perform other incidental or peripheral duties such as cleaning buses.
- (ii) An employer may direct an employee to carry out such duties as are within an employee's limits of skill, competence and training.

38. Terms of Employment

- (i) In the case of full time employees, seven days notice, expiring on any day, shall be required on either side or a weeks pay shall be given or forfeited in lieu of such notice, except in cases of misconduct.
- (ii) In the case of termination of employment, all monies due to the employee shall be paid not later than the termination of services and, in the event of payment of wages or other monies due to the employee being delayed more than 15 minutes beyond the employees finishing time, all such waiting time shall be paid for at overtime rates.

39. Amenities

The following amenities shall be available at all depots where employees are employed under the provisions of this award:

- (i) A change room or area for employees to change their clothes.
- (ii) A suitable lockable locker for each employee.

- (iii) Hot and cold water for washing purposes.
- (iv) Where employees are required to have their meals at the depot, a dining room or area with adequate seating and table accommodation and facilities for boiling water and heating food.
- (v) Lavatory facilities.
- (vi) Appropriate arrangements for rosters to be posted and for employees to sign on and off.

40. Training of Employees

- (i) When it is the intention of the employer to employ an applicant who has been passed in a driving test by the employer or his/her representative, any time that is occupied by the new employee at the direction of the employer or his/her representative, such as learning the route, timetables and other routines, shall be paid in accordance with the classification under this award.
- (ii) The union and the association shall establish a joint industry training program in relation to changes to industry practice and/or award conditions at the enterprise level.
- (iii) It is the intention of the union and the association to work towards the establishment and implementation of a joint industry training programme for employees and employers designed to assist in the prevention and management of threatening behaviour, before, during and after an incident. Such training will be conducted by an accredited training provider and shall include training relating to customer service and the management of school student behaviour on buses.
- (iv) All time spent on industry training specified in subclause (i) - (iii) of this clause shall be paid for at ordinary time.
- (v) Any employer (including any Associated Operator) bound by this award shall, in relation to a yard at or from which any work pursuant to a Bus Industry Reform Contract is performed, comply with the following provisions:
 - (a) The employer shall allow an authorised workplace delegate of the Union (or for any workplace that does not have an authorised workplace delegate of the Union, an officer of or person otherwise authorised by the Union) to provide:
 - (i) each existing employee with a presentation of at least 30 minutes duration (in groups of no more than 15) within 6 months of the Employer becoming bound by (or, in the case of an Associated Operator, obliged to perform work in accordance with) the terms of a Bus Industry Reform Contract; and
 - (ii) any new employee with a presentation of at least 30 minutes duration as part of the formal induction program to be provided by the employer to that employee under the Staff Development and Training Standard and the employer acknowledges that any such presentations by the Union may include the following topics:
 - (iii) employee rights under relevant awards;
 - (iv) explanation of specific provisions (including rosters, short pays and meal breaks); and
 - (v) the requirements of national driving regulations, in particular driver fatigue management and medical assessment issues; and
 - (vi) the organisation, structure and role of the Union and the role of Union delegates and may include an offer of membership of the Union to the employee consistent with freedom of association requirements.

- (b) Any additional topics to be covered in the presentation referred to in paragraph (a) of this subclause must first be agreed between the Employer and the Union.
- (c) The employer shall:
 - (i) provide a suitable venue for any formal induction program for employees under the Staff Development and Training Standard and for any presentation by the Union under paragraph (a) of this subclause;
 - (ii) provide the Union at least five (5) Business Days written notice of any formal induction program to be provided by the employer to any employee under the Staff Development and Training Standard, along with information on the timeslot available for the presentation by the Union under sub-paragraph (ii) of paragraph (a) of this subclause and the number of employees attending; and
 - (iii) consult with the Union to establish a timetable for presentation made pursuant to sub-paragraph (i) of paragraph (a) of this subclause.
- (d) Provided it has received written notice in accordance with paragraph (g) of this subclause the employer shall allow one authorised workplace delegate of the Union (as nominated to the Employer by the Union) (Delegate) from each Depot leave of eight (8) hours on twelve (12) occasions in each calendar year to attend union meetings or otherwise participate in authorised union business.
- (e) Leave under paragraph (d) of this subclause may:
 - (i) in addition to being taken in a block of eight (8) hours, be taken in blocks of four (4) hours on two (2) separate days; and
 - (ii) be taken on consecutive days to the maximum of the leave available under paragraph (d) of this subclause.
- (f) Leave under paragraph (d) of this subclause may only be used for the purposes set out in that paragraph and shall not entitle the Delegate to any payment on termination of that Delegate's employment with the employer if leave has not been taken as at the date of that termination.
- (g) The notice from the Union required under paragraph (d) of this subclause must:
 - (i) request the release of the Delegate in accordance with the principles set out in paragraph (d) of this subclause;
 - (ii) be in writing and signed by either the Delegate, an authorised signatory of the Union or other Union nominee; and
 - (iii) provide the following notice period:
 - (A) as soon as practicable but in any event, no less than four (4) weeks for leave of more than one (1) consecutive day;
 - (B) as soon as practicable but, in any event, no less than five (5) Business Days for any leave for which the Delegate has more than five (5) Business Days' notice; and
 - (C) as soon as practicable but, in any event, no less than one (1) complete Business Day for any other leave.
- (h) In the event that the Union requests the release on leave of a Delegate for union activity in any circumstances, other than those set out in paragraph (d) of this subclause, the Employer may, in its absolute discretion, agree or not agree to such leave.

- (i) Paragraphs (d) to (h) of this subclause do not apply for as long as there are no elected workplace delegates or nominees of the Union in the workplace.
- (j) The Employer shall pay all wages payable (including penalty rates and allowances) and other entitlements payable in the normal course of their employment, of:
 - (i) any employee participating (including as a presenter) in any induction program or presentation pursuant to this subclause, for the time spent by that employee in such induction program or presentation; and
 - (ii) any Delegate taking leave in accordance with this subclause, for the time spent by that Delegate on such leave.
- (k) Subject to paragraph (1) of this subclause, the parties to this award agree that the provisions of this subclause will be reviewed in the manner specified by parallel provisions in the Bus Industry Reform Contracts, and the parties further agree that they shall apply for variations to this subclause to give effect to any changes determined by that review.
- (l) The review specified in paragraph (k) of this subclause will commence no later than 12 months after the making of this Award and, notwithstanding varying commencement dates of individual Bus Industry Reform Contracts, will be the one and only such review of the provisions of this subclause.

N.B.

The parties acknowledge that the objectives of this clause are to promote cooperative, productive workplaces:

- (i) where employees are properly briefed on safety issues and their industrial rights; and
- (ii) workplace issues can be resolved at a local level and in accordance with Clause 29 Disputes Procedure.

The parties also acknowledge that:

- (iii) consistent with the principles of Chapter 5, Part 1 of the *Industrial Relations Act 1996* (NSW), the freedom of association rights of each employee are not affected by the operation of paragraph (a) of this subclause; and
- (iv) Paragraph (a) of this subclause provided a mechanism to formalise the Union's access to the workplace and the provision of information to employees consistent with the principles of section 297 of the *Industrial Relations Act 1996* (NSW).

41. Definitions

- (i) Associated Operator means - an employer providing services (that the Operator would otherwise be obliged to perform under a Bus Industry Reform Contract) under a subcontracting arrangement with the Operator which has been approved in accordance with, or is permitted under, a Bus Industry Reform Contract.
- (ii) Association means - the Bus and Coach Industrial Association of New South Wales.
- (iii) Bus Industry Reform Contract means - a Bus System Contract between an Operator and the Director - General of the Ministry of Transport entered into under Division 3 of Part 3 of the *Passenger Transport Act 1990*.
- (iv) Casual Employees means - an employee who is engaged by the hour and paid for all time worked to the nearest minute, with a minimum engagement of one hour.

- (v) Industrial Committee means - the Transport Industry Motor Bus Drivers and Conductors (State) Industrial Committee.
- (vi) Depot means - a place nominated at the normal yard, depot or garage.
- (vii) Districts for the purpose of this award shall mean:-
- Sydney - the district within 32 kilometres of the General Post Office, Sydney. For the boundaries of the Sydney district see Industrial Gazette, Vol. 52, page 783.
- Newcastle - the district within 32 kilometres of the General Post Office, Newcastle. For the boundaries of the Newcastle district see Industrial Gazette, Vol 52, page 783.
- Port Kembla-Wollongong - For the boundaries of the Port Kembla-Wollongong district see Industrial Gazette, Vol. 52, page 783.
- Elsewhere - the district within the boundaries of the state of New South Wales excluding the three districts above defined and the County of Yancowinna.
- (viii) Emergency, wherever used in this award, is intended to apply only to cases of sickness of an employee, to the default of an employee, to cases of accident, or other matter or thing outside the control of the employer.
- (ix) Metropolitan Bus Industry Reform Contract means - a Bus Industry Reform Contract relating to the Sydney Metropolitan Bus Contract Area.
- (x) Operator means - an employer signatory to a Bus Industry Reform Contract.
- (xi) Outer Metropolitan Area means - all of the area North, West and South of the Sydney Metropolitan Bus Contract Area up to and including: Newcastle and the Central Coast; the Blue Mountains; and the greater Wollongong Area, and any other area deemed by the Director-General to be part of the Outer Metropolitan Area.
- (xii) Outer Metropolitan Bus Industry Reform Contract means - a Bus Industry Reform Contract relating to the Outer Metropolitan Area.
- (xiii) Part-time employee means - an employee who works regular days and regular hours less than 38 hours per week.
- (xiv) Sydney Metropolitan Bus Contract Area has the meaning - specified in the Government Gazette of the State of New South Wales, Number 77, published Friday, 24 June 2005 at pages 3136 and 3137.
- (xv) Time Worked includes waiting and standing-by time, if such waiting or standing-by time is at the direction of the employer or the employers agents and the employee is at call all the time.
- (xvi) Union means - the Transport Workers Union of New South Wales.
- (xvii) Full Time Employee means - an employee, other than a casual employee or part-time employee, who at the time of engagement is guaranteed at least a weeks work.
- (xviii) Roster sets out the aggregate of the daily shifts worked in each pay period. Each employee's roster is posted a minimum of three days in advance in a prominent place at each depot.
- (xix) Shifts sets out the rostered daily work of an employee.

42. Leave Reserved

Leave is reserved to the Parties to apply as they see fit in relation to:

- (1) Casual Employees.
- (2) Railway Work.
- (3) Clause 44 - Area Incidence and Duration.

43. Anti-Discrimination

- (a) It is the intention of the parties bound by this award to seek to achieve the objective in section 3(f) of the *Industrial Relations Act 1996* to prevent and eliminate discrimination in the workplace. This includes discrimination on the grounds of race, sex, marital status, disability, homosexuality, transgender identity age, and responsibilities as a carer.
- (b) It follows that in fulfilling their obligations under the dispute resolution procedure prescribed by this award the parties have obligations to take all reasonable steps to ensure that the operation of the provisions of this award are not directly or indirectly discriminatory in their effects. It will be consistent with the fulfilment of these obligations for the parties to make application to vary any provision of the award, which, by its terms or operation, has a direct or indirect discriminatory effect.
- (c) Under the *Anti-Discrimination Act 1977*, it is unlawful to victimise an employee because the employee has made or may make or has been involved in a complaint of unlawful discrimination or harassment.
- (d) Nothing in this clause is to be taken to affect:
 - (i) any conduct or act which is specifically exempted from anti-discrimination legislation;
 - (ii) offering or providing junior rates of pay to persons under 21 years of age;
 - (iii) any act or practice of a body established to propagate religion which is exempted under section 56(d) of the *Anti-Discrimination Act 1977*;
 - (iv) a party to this award from pursuing matters of unlawful discrimination in any State or federal jurisdiction.
- (e) This clause does not create legal rights or obligations in addition to those imposed upon the parties by the legislation referred to in this clause.

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."

44. Area, Incidence and Duration

This award rescinds and replaces the Motor Bus Drivers and Conductors (State) Award published 16 November 2001 (329 I.G. 661) and all variations thereof. It shall apply from the first full pay period to commence on or after the 1st of July 2005 and shall have a nominal term of three years.

It shall apply to all motor bus drivers and conductors, other than regular drivers of tourist, parlour and service coaches or cars in the State, excluding the County of Yancowinna, within the jurisdiction of the Transport Industry - Motor Drivers and Conductors (State) Industrial Committee.

This award incorporates changes made pursuant to section 19 of the Act and the Principles for Review of Awards (a decision of the Industrial Relations Commission of NSW made on 18 December 1998).

Transport Industry - Motor Drivers and Conductors (State) Industrial Committee Industries and Callings

Motor drivers and conductors employed on motor coaches, cars, omnibuses and all passenger motor vehicles for hire or plying for hire, and all motor vehicles used for the purpose of carrying passengers or workmen notwithstanding such vehicles are not for hire or plying for hire, provided that such vehicles, whether or not for hire or plying for hire, are normally capable of carrying eight or more sitting passengers or persons, other than motor wagons which are not used for the purpose of conveying passengers or workmen, in the State, excluding the County of Yancowinna; excepting:

Employees who are not engaged in business or trade;

All persons employed by Sydney Electricity, trading as Pacific Power;

Employees of The State Rail Authority of NSW and the State Transit Authority of NSW;

Employees of The Council of the City of Newcastle;

Employees of The Australian Gas Light Company;

Employees of The Commissioner for Motor Transport.

PART B

MONETARY RATES

Table 1 - Wage Rates

Classification	Weekly Wage Operative from the first full pay period on or after 1 July 2005	Weekly Wage Operative from the first full pay period on or after 1 July 2006	Weekly Wage Operative from the first full pay period on or after 1 July 2007	Weekly Wage Operative from the first full pay period on or after 1 July 2007 - Employees engaged by employers (including any Associated Operators) to whom the Bus Industry Reform Allowance had previously been payable
	\$	\$	\$	\$
1. Motor Bus Driver	645.42	671.24	698.09	746.11
2. Motor Bus Conductor	508.04	528.36	549.49	591.33

Table 2 - Other Rates and Allowances

This table applies to employees of employers who are not required to pay the rates and allowances in Table 3.

Item No.	Clause No.	Brief Description	Rate \$		
1	4 (ii)(a)	Issue tickets or collect fares	9.69 per day from 1/07/2005	10.08 per day from 01/07/2006	10.48 per day from 01/07/2007
2	4 (ii)(b)	Driver of an articulated bus	4.21 per shift from 01/07/2005	4.38 per shift from 01/07/2006	4.56 per shift from 01/07/2007
3	9 (iv)	Meal or crib break away from depot - toilet facilities not arranged by employer	1.49 per shift from 01/07/2005	1.55 per shift from 01/07/2006	1.61 per shift from 01/07/2007
4	9 (vi)	Required to work for two hours or more after the usual finishing time	9.35		
5	11(iii)(b)	Works a broken shift which finishes later than 10.00pm	2.02 from 01/07/2005	2.10 from 01/07/2006	2.18 from 01/07/2007
6	11(v)	Rostered to work ordinary hours of duty commencing prior to 6.00am and/or finishing after 6.00pm	1.49 per shift from 01/07/2005	1.55 per shift from 01/07/2006	1.61 per shift from 01/07/2007
7	15(i)(c)	Meal allowance when suitable meal is not provided	9.35		
8	17(ii)(a)	Meal allowance when working outside the areas of regular timetabled services	9.35		

Table 3 - Other Rates and Allowances - (Bus Industry Reform Contracts).

This table applies to employees engaged at a yard operated by an employer (including any Associated Operator) at or from which any work pursuant to a Bus Industry Reform Contract is performed, on and from the date upon which the Bus Industry Reform Contract is signed by the parties to it

Item No.	Clause No.	Brief Description	Rate \$		
1	4 (ii)(a)	Issue tickets or collect fares	9.97 per day from 1/07/2005	10.57 per day from 01/07/2006	11.20 per day from 01/07/2007
2	4 (ii)(b)	Driver of an articulated bus	4.33 per shift from 01/07/2005	4.59 per shift from 01/07/2006	4.87 per shift from 01/07/2007
3	9 (iv)	Meal or crib break away from depot - toilet facilities not arranged by employer	1.53 per shift from 01/07/2005	1.62 per shift from 01/07/2006	1.72 per shift from 01/07/2007
4	9 (vi)	Required to work for two hours or more after the usual finishing time	9.35		
5	11 (iii)(b)	Works a broken shift which finishes later than 10.00pm	2.08 from 01/07/2005	2.20 from 01/07/2006	2.33 from 01/07/2007
6	11 (v)	Rostered to work ordinary hours of duty commencing prior to 6.00am and/or finishing after 6.00pm	1.53 per shift from 01/07/2005	1.62 per shift from 01/07/2006	1.72 per shift from 01/07/2007
7	15 (i)(c)	Meal allowance when suitable meal is not provided	9.35		
8	17 (ii)(a)	Meal allowance when working outside the areas of regular timetabled services	9.35		

Table 4 - Bus Industry Reform Allowance

Item No.	Clause No.	Brief Description	Rate \$		
1	4 (iv)(b)1	Bus Industry Reform Allowance (BIRA) - Metropolitan Bus Industry Reform Contracts (Payable for All Purposes)	1 April 2005 18.62 per week	1 July 2006 32.64 per week	1 July 2007
2	4 (iv)(b)2	Bus Industry Reform Allowance (BIRA) - Outer Metropolitan Bus Industry Reform Contracts (Payable for All Purposes)	1 April 2006 (or on and from the date which the contract is signed by the parties to it if the date of signing is prior to 1 April 2006)	1 July 2006	1 July 2007
			18.62 per week	32.64 per week	

G. M. GRIMSON *Industrial Registrar.*

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SERIAL C4723

ENTERPRISE AGREEMENTS APPROVED BY THE INDUSTRIAL RELATIONS COMMISSION

(Published pursuant to s.45(2) of the *Industrial Relations Act 1996*)

EA06/197 - Venue Management Unit Local Workplace Agreement 2006

Made Between: Council of the City of Sydney -&- the Electrical Trades Union of Australia, New South Wales Branch, New South Wales Local Government, Clerical, Administrative, Energy, Airlines & Utilities Union.

New/Variation: New.

Approval and Commencement Date: Approved and commenced 13 March 2006.

Description of Employees: The agreement applies to employees employed by the City of Sydney Council located at Town Hall House, 456 Kent Street, Sydney NSW 2000, who are engaged in the nominated positions within the Venue Management Unit of the City of Sydney Council, who fall within the coverage of the South Sydney City Council Salaried Officers Award 2002, the South Sydney City Council Wages Staff Award 2002 and the Local Government (State) Award 2004.

Nominal Term: 12 Months.

EA06/198 - Private Ambulance Services Providers Consent Enterprise Agreement

Made Between: Australian First Aid Professionals, Central West First Aid, Emergency Care Providers Australia Pty Ltd, Emergency Life Support, Emergency Management Services, Health Services International Pty Ltd, Immediate Assistance, Life Support and Safety Training Services, Paramedical Services Pty Ltd, Parasol EMT Riverina, Parasol EMT Sydney Pty Ltd, Workcare Medical Pty Ltd -&- the Health Services Union.

New/Variation: New.

Approval and Commencement Date: Approved and commenced 23 March 2006.

Description of Employees: The agreement applies to all employees engaged in providing private ambulance services and associated services other than those provided by the Ambulance Service or the NSW Health Service, who fall within the coverage of the Private Ambulance Services Providers Consent (State) Award.

Nominal Term: 24 Months.

EA06/199 - Spastic Centre of New South Wales (Allied Professional Staff) Enterprise Agreement 2004

Made Between: The Spastic Centre of New South Wales -&- the Health Services Union.

New/Variation: New.

Approval and Commencement Date: Approved and commenced 24 March 2006.

Description of Employees: The agreement applies to all employees who have a relevant degree or equivalent together with some relevant experience who are engaged in providing services relating to all professional practice areas including physiotherapy, occupational therapy, speech therapy, social work and psychology, who fall within the coverage of the Spastic Centre of New South Wales (Allied Professional Staff) (State) Award 2004.

Nominal Term: 24 Months.

EA06/200 - Leichhardt Municipal Council Enterprise Agreement 2006-2008

Made Between: Leichhardt Municipal Council -&- the New South Wales Local Government, Clerical, Administrative, Energy, Airlines & Utilities Union, The Development and Environmental Professionals' Association, The Local Government Engineers' Association of New South Wales.

New/Variation: New.

Approval and Commencement Date: Approved and commenced 24 February 2006.

Description of Employees: The agreement applies to all employees employed by the Leichhardt Municipal Council, who are engaged at the following locations: Waste Services, Area Base Teams, Community Parking Officers, Library Staff, Rangers, Leichhardt Park Aquatic Centre (LPAC) and Night Shift Street and Gutter, who fall within the coverage of the Local Government (State) Award 2004.

Nominal Term: 36 Months.

EA06/201 - CES Pty Ltd NSW Enterprise Agreement 2005-2008

Made Between: CES Pty Ltd -&- the Electrical Trades Union of Australia, New South Wales Branch.

New/Variation: Replaces EA04/164.

Approval and Commencement Date: Approved 17 March 2006 and commenced 1 January 2006.

Description of Employees: The agreement applies to all employees employed by CES Pty Limited located at 17/112 Benaroon Road, Belmore NSW 2192, 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: 33 Months.

EA06/202 - Staff Agreement for Staff Employed by Teachers Federation Health 2003

Made Between: NSW Teachers Federation Health Society -&- the New South Wales Local Government, Clerical, Administrative, Energy, Airlines & Utilities Union.

New/Variation: Replaces EA02/41.

Approval and Commencement Date: Approved 20 January 2006 and commenced 1 July 2003.

Description of Employees: The agreement applies to all clerical employees employed by Teachers Federation Health Limited, located at 188 Day Street, Sydney NSW 2000, who fall within the coverage of the Clerical and Administrative Employees (State) Award.

Nominal Term: 24 Months.

EA06/203 - National Food Limited Penrith Metal Trades Agreement 2006-2009

Made Between: National Foods Milk Ltd -&- the Automotive, Food, Metals, Engineering, Printing and Kindred Industries Union, New South Wales Branch.

New/Variation: Replaces EA04/99.

Approval and Commencement Date: Approved 27 February 2006 and commenced 1 January 2006.

Description of Employees: The agreement applies to all employees employed by National Food Limited who based at Castlereagh Road, Penrith, who are engaged in maintenance associated with receipt, production and distribution of milk and milk related products, who fall within the coverage of the Metal, Engineering and Associated Industries (State) Award and the Milk Treatment, &c., and Distribution (State) Award.

Nominal Term: 36 Months.

EA06/204 - Continental Carbon Australia Pty Ltd Enterprise Agreement 2005

Made Between: Continental Carbon Australia Pty Limited -&- the Electrical Trades Union of Australia, New South Wales Branch, The Australian Workers' Union, New South Wales .

New/Variation: Replaces EA97/26.

Approval and Commencement Date: Approved and commenced 8 March 2006.

Description of Employees: The agreement applies to all employees employed by Continental Carbon Australia Pty Limited located at Sir Joseph Banks Drive, Kurnell NSW 2231, employed in classifications set out in clause 8 of this agreement, who fall within the coverage of the Continental Carbon Australia Pty Limited Maintenance and Production Enterprise Award 2003.

Nominal Term: 32 Months.

EA06/205 - Vision Australia Limited NSW/ACT Enterprise Agreement 2005

Made Between: Vision Australia Limited -&- the Health Services Union, Liquor, Hospitality and Miscellaneous Union, New South Wales Branch, New South Wales Independent Education Union, New South Wales Local Government, Clerical, Administrative, Energy, Airlines & Utilities Union.

New/Variation: Replaces EA03/115, EA04/161.

Approval and Commencement Date: Approved 9 March 2006 and commenced 1 July 2005.

Description of Employees: The agreement applies to all employees employed by Vision Australia Limited in NSW and ACT with the exception of Manager, Department Heads, all Section Manager and senior staff whose positions have been graded at level 12, under the Hay Group Job Evaluation System and commission sales staff, at the offices listed in Schedule C of this agreement, who fall within the coverage of the following awards: Clerical and Administrative Employees (State) Award, Charitable Institutions (Professional Paramedical Staff) (State) Award, Charitable Institutions (Professional Staff Social Workers) (State) Award, Miscellaneous Gardeners, &c. (State) Award, Teachers (Non-Government Early Childhood Service Centres Other Than Pre-Schools) (State) Award 2006.

Nominal Term: 12 Months.

EA06/206 - Precision Valve Australia Pty Limited Enterprise Agreement 2005

Made Between: Precision Valve Australia Pty Ltd -&- the Liquor, Hospitality and Miscellaneous Union, New South Wales Branch, National Union of Workers, New South Wales Branch.

New/Variation: New.

Approval and Commencement Date: Approved 9 March 2006 and commenced 9 June 2005.

Description of Employees: The agreement applies to employees employed by Precision Valve Australia Pty Limited located at 85 Williamson Road, Ingleburn NSW 2565, engaged in the classifications contained in this agreement in the processes related to the manufacture of aerosol valves and ancillary components, who fall within the coverage of the following awards: Precision Valve Australia Pty Limited Enterprise Award 2003, Plastic Moulding, &c. (State) Award, Metal, Engineering and Associated Industries (State) Award and the Storemen and Packers, General (State) Award.

Nominal Term: 24 Months.

EA06/207 - Crown Employees (Teachers in TAFE and Related Employees) Salaries and Conditions Enterprise Agreement 2006

Made Between: Crown in the Right of the State of New South Wales (Department of Education and Training) -&- the New South Wales Teachers Federation.

New/Variation: Replaces EA06/189.

Approval and Commencement Date: Approved 22 February 2006 and commenced 1 January 2006.

Description of Employees: The agreement applies to TAFE Teachers and related employees employed by Crown in the right of the State of New South Wales, c/- NSW Department of Education and Training, 35 Bridge Street, Sydney NSW 2000, who are engaged in the classifications covered by the Crown Employees (Teachers in Schools and TAFE and Related Employees) Salaries and Conditions Award 2006.

Nominal Term: 24 Months.

EA06/208 - NewSouth Global (Foundation Studies) Enterprise Agreement 2006

Made Between: NewSouth Global Pty Limited (Foundation Studies) -&- the New South Wales Independent Education Union.

New/Variation: Replaces EA04/113.

Approval and Commencement Date: Approved 23 January 2006 and commenced 1 January 2006.

Description of Employees: The Agreement applies to all employees employed by NewSouth Global Pty Ltd, located at Library Concourse, University of New South Wales, NSW, 2052, engaged in the classification of Teaching Staff of the Foundation Studies. No applicable Award mentioned in the Agreement.

Nominal Term: 24 Months.

EA06/209 - Clarence Valley Council Enterprise Agreement 2006-2009

Made Between: Clarence Valley Council -&- the New South Wales Local Government, Clerical, Administrative, Energy, Airlines & Utilities Union, The Development and Environmental Professionals' Association, The Local Government Engineers' Association of New South Wales.

New/Variation: Replaces EA03/165.

Approval and Commencement Date: Approved and commenced 20 March 2006.

Description of Employees: The agreement applies to all employees employed by the Clarence Valley Council, located at 2 Prince Street, Grafton NSW 2460, except for staff designated as Senior Staff, Executive Managers and employees engaged under the Miscellaneous Workers Home Care Industry (State) Award, who fall under the coverage of the Local Government (State) Award 2004

Nominal Term: 36 Months.

EA06/210 - Apex Electrical Pty Ltd NSW Construction Agreement 2005-2008

Made Between: Apex Electrical Pty Ltd, Electrical Trades Union of Australia, New South Wales Branch.

New/Variation: Replaces EA04/224.

Approval and Commencement Date: Approved and commenced 17 February 2006.

Description of Employees: The agreement applies to all employees employed by Apex Electrical Pty Ltd., 19-21 Rooney Street, Burnley VIC 3121, who are engaged in working on construction sites within NSW, who are engaged in working on construction sites within NSW, who fall within the coverage of the Electrical, Electronic and Communications Contracting Industry (State) Award.

Nominal Term: 31 Months.

EA06/211 - Northern Co-Operative Meat Company Ltd (Maintenance & Services) Enterprise Agreement 2005

Made Between: Northern Co-Operative Meat Company 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 New South Wales Plumbers and Gasfitters Employees' Union.

New/Variation: Replaces EA03/153.

Approval and Commencement Date: Approved 23 March 2006 and commenced 6 July 2005.

Description of Employees: The agreement applies to employees employed by Northern Co-Operative Meat Company Ltd., located at Summerland Way, Casino NSW 2470, who are engaged in the Maintenance & Services sector of the company, who fall within the coverage of the Northern Co-operative Meat Company (Maintenance and Services) (State) Award 2003.

Nominal Term: 36 Months.

EA06/212 - Orica Australia Pty Ltd Kooragang Island Enterprise Agreement 2006

Made Between: Orica Australia Pty Ltd -&- the Automotive, Food, Metals, Engineering, Printing and Kindred Industries Union, New South Wales Branch, Electrical Trades Union of Australia, New South Wales Branch, The Australian Workers' Union, New South Wales .

New/Variation: Replaces EA04/300.

Approval and Commencement Date: Approved and commenced 24 March 2006.

Description of Employees: The agreement applies to all employees employed by Orica Australia Pty Ltd., located at Greenleaf Road, Koorangan Island, who are engaged in miantenance, production and dispatch, who fall within the coverage of the Incitec Ltd NSW Manufacturing Award 1994.

Nominal Term: 30 Months.

EA06/213 - BlueScope Steel (AIS) Pty Ltd Logistics "One Workforce" Enterprise Agreement 2006

Made Between: Bluescope Steel (AIS) Pty Ltd -&- The Australian Workers' Union, New South Wales .

New/Variation: Replaces EA03/150, EA04/219.

Approval and Commencement Date: Approved 24 March 2006 and commenced 31 March 2006.

Description of Employees: The agreement applies to all employees employed by BlueScope Steel (AIS) Pty Ltd., Five Islands Road, Port Kembla NSW 2505, who are engaged in classification as set out in this agreement and perform work in warehouses (including No.2 Products Berth) managed and operated by the Logistics business in Port Kembla and surrounding areas, who fall within the coverage of the BlueScope Steel (AIS) Pty Ltd - Port Kembla Steel Works Employees Award 2006.

Nominal Term: 36 Months.

EA06/214 - Waterways Authority of NSW (trading as NSW Maritime) Enterprise Agreement 2004-2007

Made Between: The Waterways Authority -&- the Australian Maritime Officers' Union of New South Wales, Australian Services Union of N.S.W., The Seamens' Union of Australia, New South Wales Branch.

New/Variation: Replaces EA03/111.

Approval and Commencement Date: Approved and commenced 30 March 2006.

Description of Employees: The agreement applies to employees of Waterways Authority of NSW (trading as NSW Maritime) who are engaged under the Ports Corporatisation and Waterways Management Act, 1995, with the exception of the Chief Executive Officer and the members of the Senior Executive Service.

Nominal Term: 15 Months.

EA06/215 - Cold Storage Enterprise Agreement 2006

Made Between: Swire Cold Storage Pty Ltd -&- The Australasian Meat Industry Employees' Union, New South Wales Branch.

New/Variation: Replaces EA04/8.

Approval and Commencement Date: Approved 24 March 2006 and commenced 24 January 2006.

Description of Employees: The agreement applies to all employees employed by Swire Cold Storage Pty Ltd., located at 59 Jemma Road, Lurnea NSW 2170 and Birnie Avenue, Lidcombe NSW 2141, who are engaged in the classifications in clause 3 of this agreement, who fall within the coverage of the Cold Storage Enterprise Award 1998.

Nominal Term: 36 Months.

EA06/216 - Quest International Enterprise Agreement 2006

Made Between: Quest International Australia Pty Ltd -&- the National Union of Workers, New South Wales Branch.

New/Variation: Replaces EA02/64.

Approval and Commencement Date: Approved 24 March 2006 and commenced 1 January 2006.

Description of Employees: The agreement applies to all employees employed by Quest International Australia Pty Limited, located at 12 Britton Street, Smithfield NSW 2164, who fall within the coverage of the Grocery Products Manufacturing (State) Award.

Nominal Term: 36 Months.

EA06/217 - Sika Australia Pty Limited New South Wales Enterprise Agreement 2006

Made Between: Sika Australia Pty Ltd -&- the National Union of Workers, New South Wales Branch.

New/Variation: New.

Approval and Commencement Date: Approved 24 March 2006 and commenced 17 March 2006.

Description of Employees: The agreement applies to all employees employed by Sika Australia Pty Limited, located at 55 Elizabeth Street, Wetherill Park NSW 2164, who are engaged within the classifications specified in this agreement, who fall within the coverage of the Storemen and Packers, General (State) Award.

Nominal Term: 36 Months.

EA06/218 - KRS Electrical Service Pty Ltd Enterprise Agreement 2005-2008

Made Between: KRS Electrical Services Pty Ltd -&- the Electrical Trades Union of Australia, New South Wales Branch.

New/Variation: New.

Approval and Commencement Date: Approved and commenced 15 March 2006.

Description of Employees: The agreement applies to all employees employed by KRS Electrical Services Pty Ltd., located at 2/38 Gareema Cct, Kingsgrove NSW 2208, 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.

EA06/219 - Cooma Challenge Limited Business Services Certified Enterprise Agreement 2006

Made Between: Cooma Challenge Limited -&- the Transport Workers' Union of New South Wales.

New/Variation: New.

Approval and Commencement Date: Approved and commenced 23 March 2006.

Description of Employees: The agreement applies to all employees employed by Cooma Challenge Limited (Business Services), located at 4 Vagg Street, Cooma NSW 2630, who fall within the coverage of The Cooma Challenge Limited Business Services (State) Award.

Nominal Term: 36 Months.

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