

Vol. 368, Part 2

26 June 2009

Pages 334 - 673



NEW SOUTH WALES  
**INDUSTRIAL GAZETTE**

Printed by the authority of the  
**Industrial Registrar**  
47 Bridge Street, Sydney, N.S.W.

ISSN 0028-677X

## CONTENTS

Vol. 368, Part 2

26 June 2009

Pages 334 - 673

		Page
Awards and Determinations		
Awards Made or Varied		
Ambulance Service of NSW Death and Disability (State) Award	VIRC	334
AWU Training Wage (State) Award 2002	VSW	347
AWU Training Wage (State) Award 2002	VSW	350
AWU Training Wage (State) Award 2002	VSW	353
Crown Employees (Chief Education Officers - Department of Education and Training) Salaries and Conditions Award 2009	AIRC	356
Crown Employees (NSW Fire Brigades Firefighting Staff Death and Disability) Award 2009	AIRC	364
Dairying Industry Employees (State) Award	VSW	378
Dairying Industry Employees (State) Award	VSW	380
Dairying Industry Employees (State) Award	VSW	382
Draughting Employees, Planners, Technical Employees, &c. (State) Award	VSW	384
General Construction and Maintenance, Civil and Mechanical Engineering, &c. (State) Award	VSW	387
Health and Community Employees Psychologists (State) Award	VIRC	396
Health Employees Dental Officers (State) Award	AIRC	402
Health Employees Dental Prosthetists and Dental Technicians (State) Award	AIRC	409
Health Employees Oral Health Therapists (State) Award	AIRC	414
Health Professional and Medical Salaries (State) Award	VIRC	420
Health, Fitness and Indoor Sports Centres (State) Award	VSW	444
Health, Fitness and Indoor Sports Centres (State) Award	VSW	447
Health, Fitness and Indoor Sports Centres (State) Award	VSW	450
New South Wales Lotteries Corporation (Salaries, Allowances and Conditions of Employment) 2008 Award	RIRC	453
Operational Ambulance Managers (State) Award	AIRC	527
Operational Ambulance Officers (State) Award	AIRC	556
Operational Ambulance Officers (State) Award	VIRC	603
Public Hospitals Dental Assistants (State) Award	AIRC	604
Rural Traineeships (State) Award	VSW	608
Rural Traineeships (State) Award	VSW	611
Rural Traineeships (State) Award	VSW	614
Sydney Olympic Park Aquatic, Athletics and Archery Centres (State) Award 2008	VIRC	617
Teachers (Catholic Early Childhood Service Centres and Pre-Schools) (State) Award 2009	AIRC	623
Theatre Managers (State) Award	VSW	658
Theatrical Employees (Training Wage) (State) Award	VSW	661
Theatrical Employees (Training Wage) (State) Award	VSW	664
Theatrical Employees (Training Wage) (State) Award	VSW	667

Industrial Committees

Local Government (State)	670
Rubber Workers (State)	671
Enterprise Agreements Approved by the Industrial Relations Commission	672

## AMBULANCE SERVICE OF NSW DEATH AND DISABILITY (STATE) AWARD

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

Application by Health Services Union, Industrial Organisation of Employees.

(No. IRC 615 of 2009)

Before The Honourable Justice Boland, President

30 April 2009

### VARIATION

1. Delete the entire text of the award published 11 July 2008 (366 I.G. 5), from Part A to Annexure C, and insert in lieu thereof the following:

### PART A

#### INTRODUCTION, INTENTIONS AND COMMITMENTS, INDEX AND DEFINITIONS

##### 1. Introduction, Intentions and Commitments

- 1.1 This Award shall be known as the Ambulance Service of NSW Death and Disability (State) Award.
- 1.2 The intentions and commitments of this Award are to:
  - 1.2.1 Provide benefits on cessation of employment in the event that an on duty or off duty injury results in the death or total and permanent disablement or partial and permanent disability of an officer.
  - 1.2.2 Provide rehabilitation and retraining in the event that an on duty or off duty injury results in an officer suffering partial and permanent disability.
  - 1.2.3 Agreed health and wellness program for officers.
- 1.3 This Award shall be in four parts as follows:
 

Part A - Introduction, Intentions and Commitments, Index and Definitions.

Part B - Arrangements for officers entitled to the death and disability benefits prescribed by this Award.

Part C -Health and Wellness Program.

Part D - Disputes, Anti-Discrimination, Leave Reserved and Area, Incidence and Duration.

##### 2. Index

Clause No.	Subject Matter
1.	Introduction, Intentions and Commitments
2.	Index
3.	Definitions
4.	Coverage
5.	Contributions by Officers
6.	Other Benefits Applicable to Officers

7. Officers - Lump Sum Payments for "On Duty" Death and Total and Permanent Disability
8. Officers - Lump Sum Payments for "Off Duty" Death and Total and Permanent Disability
9. Rehabilitation and Retraining and Lump Sum Payments for Officers who suffer Partial and Permanent Disability
10. Assessment of Entitlement to Benefits
11. Health and Wellness Program
12. Grievance Mechanism
13. Anti-Discrimination
14. Award Review
15. Leave Reserved & No Extra Claims
16. Area, Incidence, Duration and Parties Bound

Annexure A - Death and Total and Permanent Disability Benefits Payment Scale

Annexure B - Partial and Permanent Disability Benefits Payment Scale

Annexure C - Components of 'Salary'

### 3. Definitions

"actuary" means an actuary appointed by the Ambulance Service.

"the Service" means the Ambulance Service of NSW, a Division of the NSW Health Service, as established by the *Health Services Act 1997*.

"estate" of a person means the property and affairs of the person.

"a superannuation scheme" means the First State Super superannuation scheme that provides on duty additional coverage for death, total and permanent disability, and partial and permanent disability. This also means the separate scheme that provides for off duty injury coverage for death, total and permanent disability, and partial and permanent disability.

"off duty injury" means any personal injury or disease which is not an on duty injury.

"officer" means an employee in a classification for which it is an essential requirement that they possess, or undertake the Diploma in Paramedical Science (or an equivalent, or its predecessor qualification) This is confined to classifications under Clause 5 Classifications of the Operational Ambulance Officers (State) Award and Clause 4 Definitions of the Operational Ambulance Managers (State) Award, but excludes temporary and casual employees of both awards. For the purpose of this award, Ambulance Service positions designated as Patient Transport Officer Manager and Hospital Liaison Officer are included in the definition of officer at the operative date of this Award.

"on duty injury" means an injury arising out of or in the course of employment (including a disease which is contracted by an officer in the course of their employment) in such circumstances as would, if the officer were a worker within the meaning of the *Workers Compensation Act 1987*, entitle the officer to compensation under the terms and provisions of the Act.

"partial and permanent disability" means the officer's cessation of employment was substantially due, to the permanent physical or mental disability of the officer (not caused by any act or default of the officer intended to produce an injury leading to that disability) and the officer is, when the officer ceases to be employed by the Service, permanently unable, by reason of that disability, to perform the duties of the position for which the officer was substantively employed

"salary" means for officers covered by the Operational Ambulance Officers (State) Award the base salary prescribed by that award (including allowances regarded as part of salary for the purposes of that award) plus 20% for employees under the Operational Ambulance Officers (State) Award and salary plus 3% for employees

under the Operational Ambulance Managers (State) Award. The award components that make up "salary" are contained in the schedule at Annexure C. In the case of officers employed on a full time basis, lump sum benefits payable under this Award utilising a salary component shall utilise the salary as defined above. In the case of officers who have worked a period of their service on a permanent part-time basis, the benefits will be calculated by applying the relevant part time ratio to the prescribed benefit. This ratio shall be calculated by dividing the officer's actual service by the full time equivalent service covered. The period of service taken into account is from 10 November 2006 or the date employment commenced, whichever is the later.

"State Authorities Superannuation Scheme" ("SASS") means the superannuation scheme established under the *State Authorities Superannuation Act 1987*.

"State Authorities Non-contributory Superannuation Scheme" ("SANCS") means the superannuation scheme established under the *State Authorities Non-contributory Superannuation Act 1987*.

"State Superannuation Scheme" ("SSS") means the superannuation scheme established under the *Superannuation Act 1916*.

"suitable employment" means the same as the definition in Section 43A of the *Workers Compensation Act 1987*.

"total and permanent disability" means:

(a) An officer suffers the loss of:

the use of two limbs, or  
the sight of both eyes, or  
the use of one limb and the sight of one eye where limb is defined as the whole hand or the whole foot: or

(b) An officer working 15 hours each week or more

The officer having been absent from his/her occupation with the employer through injury or illness for six consecutive months and becoming incapacitated to such an extent as to render the officer unlikely to ever engage in any gainful profession, trade or occupation for which the officer is reasonably qualified by reason of education, training or experience.

(c) an Officer Working Less Than 15 Hours Each Week

The officer, because of injury or illness becomes permanently unable to perform the basic activities normally undertaken as part of everyday life as evidenced by the officer being unable to undertake any two of the activities listed below:

- (i) Bathing - to shower or bathe
- (ii) Dressing - to dress or undress
- (iii) Toileting - to use the toilet including getting on or off
- (iv) Feeding - to eat and drink
- (v) Mobility - to get in or out of his/her wheelchair
- (vi) Continence - to control bladder and bowel function

If the officer can perform the activity on his/her own by using special equipment the officer is not to be considered unable to perform the activity.

"Union" means the Health Services Union.

## **PART B**

### **ARRANGEMENTS FOR OFFICERS ENTITLED TO THE DEATH AND DISABILITY BENEFITS PRESCRIBED BY THIS AWARD**

#### **4. Coverage**

- 4.1 This Award applies to all officers with the following exceptions:
- 4.1.1 Members of the State Superannuation Scheme; and
  - 4.1.2 To the extent identified in Clause 4.2, members of SASS who have Additional Benefit Cover and who do not elect to be covered for the Death and Total and Permanent Disability benefits under this Award.
  - 4.1.3 Officers aged 65 years and over.
- 4.2 Officers who are members of SASS who have additional benefit cover and who do not elect to be covered for the Death and Total and Permanent Incapacity benefits under this Award will not be entitled to the benefits of this Award in relation to Death and Total and Permanent Incapacity. However, such officers will still be entitled to benefits covered by this Award with respect to Partial and Permanent Disability.
- 4.3 Subject only to sub-clause 4.1, this Award applies to all officers employed on or after the operative date of this award. Officers must have been at work on or after that date performing normal duties for a continuous period of not less than 30 days to be eligible for benefits payable under this award in respect of pre-existing injuries or diseases.

#### **Transitional Arrangements**

These arrangements also apply to officers at work at the operative date of this award who are participating in a Return to Work Program or who return to work after that date and participate in a Return to Work Program.

#### **5. Contributions By Officers**

- 5.1 Officers who are eligible for coverage under this Award, subject to sub clauses 5.2, 5.3, 5.4, 5.5, 5.6 and clause 14, shall contribute 1.8 percent of their salary to the Service.
- 5.2. Officers who are contributors to SASS but who do not contribute to SASS for Additional Benefit Cover shall contribute 1.8 percent of their salary to the Service.
- 5.3 Officers who are contributors to SASS and who contribute for Additional Benefit Cover and who elect to relinquish that cover shall contribute 1.8 percent of their salary to the Service.
- 5.4 Officers who:
- 5.4.1 are contributors to SASS; and
  - 5.4.2 contribute to SASS for Additional Benefit Cover; and
  - 5.4.3 elect not to relinquish that additional benefit cover;

will contribute 0.88% of their salary to the Service and will be entitled to receive the benefits prescribed by this award in relation to partial and permanent disability. The only benefits prescribed by this award to which the officer shall be entitled are the benefits applicable in relation to partial and permanent disability. Officers who exit Additional Benefit Cover will contribute in accordance with clause 5.2 or 5.5.

- 5.5 Officers who are aged 60 and up to 65 years shall contribute 0.92% of their salary to the Service. This reduced contribution is due to the cessation of partial and permanent disability benefits from age 60. Officers who are aged 65 years and over are not covered by this Award (see clause 4.3.1).
- 5.6 The contributions prescribed by this Award in relation to officers who are contributors to SASS are additional to the contributions that they are required to make under the *State Authorities Superannuation Act 1987*.
- 5.7 Notwithstanding the provisions of the Operational Ambulance Officers (State) Award or the Operational Ambulance Managers (State) Award, an officer who is required or elects to make contributions pursuant to this clause will do so by sacrificing an amount of unearned salary equivalent to the officer's contribution, unless they elect to contribute in a different manner. Such salary sacrifice shall not be taken into account for the purpose of calculating the remuneration that the officer would have received in the event that no salary sacrifice had been applicable. This contribution is not an eligible benefit for salary packaging purposes.
- 5.8 The provisions of this sub clause are subject to the *State Authorities Superannuation Act 1987* or Regulations being amended so as to permit officers who are contributors to SASS and who contribute for Additional Benefit Cover to elect, on a "once only" basis, whether they wish to retain or relinquish that additional benefit cover. An officer who is a contributor to SASS and who contributes for Additional Benefit Cover shall make an election as provided for by this clause in the time frame specified by the Amendments to the Act or Regulations.
- 5.9 In the event that an officer dies or employment ceases due to illness or injury prior to having had an opportunity to make an election pursuant to this sub clause he/she shall be entitled to be paid the benefits pursuant to this award less any benefit payable under the Additional Benefit Cover from SASS.
- 5.10 An officer on any form of leave without pay shall continue to be covered by this Award and shall be required to make the contributions that he/she would otherwise have made had he/she not been on leave without pay.
- 5.11 Contributions of permanent part time officers will be based on their part time salary as defined by this Award.

## **6. Other Benefits Applicable to Officers**

The benefits conferred upon officers by this Award shall be in addition to any superannuation benefits that may be payable to officers and any payments under the *Workers Compensation Act 1987* and the *Workplace Injury Management and Workers Compensation Act 1998* as varied from time to time.

### **7. Officers - Lump Sum Payments for "on Duty" Death and Total and Permanent Disability**

- 7.1 Officers who contribute for death and total and permanent disability coverage under clause 4 shall be entitled to a lump sum payment in accordance with Schedule A to this Award in the event that an on duty injury results in an officer's death or an officer suffering total and permanent disability. In the case of officers who have worked a period of their service on a permanent part-time basis, the benefits will be calculated by applying the relevant part time ratio to the prescribed benefit. This ratio shall be calculated by dividing the officer's actual service by the full time equivalent service. The period of service taken into account is from 10 November 2006 or the date employment commenced, whichever is the later.
- 7.2 Entitlements under clause 7.1 in the event of an officer's death will be paid in accordance with the scheme's trust deed.
- 7.3 For the purposes of this clause, an officer's age shall be his/her age at the time of disablement.

### **8. Officers - Lump Sum Payments for "Off Duty" Death and Total and Permanent Disability**

- 8.1 Officers who contribute for death and total and permanent disability coverage under clause 4 shall be entitled to a lump sum payment in accordance with the scale set out in clause 8.3 in the event that an off



duty injury results in their death or total and permanent disability. Any such lump sum payment will be at the rate effective at the date of disablement.

- 8.2 For the purposes of this clause, an officer's age shall be his/her age at the time of his/her death or at the date of disablement or at such earlier date as may be determined by the parties in accordance with clause 12.1.
- 8.3 Entitlements under clause 8.1 in the event of an officer's death will be paid in accordance with the scheme's trust deed.

Age	Lump Sum 25 September 2007	Lump Sum 1 July 2008 2.5%	Lump Sum 13 September 2008 6.0%
Less than 61 Years of age	\$270,400	\$277,160	\$293,790
At age 61 to < 62 yrs	\$216,320	\$221,728	\$235,032
At age 62 to < 63 yrs	\$162,240	\$166,296	\$176,274
At age 63 to < 64 yrs	\$108,160	\$110,864	\$117,516
At age 64 to < 65 yrs	\$54,080	\$55,432	\$58,758

- 8.4 The Lump Sum amounts prescribed by sub clause 8.3 shall be increased in accordance with general increases in salaries prescribed by the Operational Ambulance Officers (State) Award or the Operational Ambulance Managers (State) Award.

### **9. Rehabilitation, Retraining and Lump Sum Payments for Officers Who Suffer Partial and Permanent Disability**

- 9.1 The lump sum payments prescribed by this clause are payable to officers. In order to be entitled to a benefit pursuant to this clause, an officer must engage in the provisions outlined within this clause.
- 9.2 There is a mutual obligation on both the Service and the injured officer to identify suitable employment. However, it is the injured officer's responsibility to accept a reasonable offer of a suitable employment made by the Service, which may include transfer to another location. A failure to accept one of three offers of suitable employment will jeopardise any benefits or entitlements payable under this Award and may result in termination of employment.
- 9.3 An officer who suffers an on duty injury shall receive rehabilitation/retraining consistent with the Service's Policy and Procedures for the Management of Return to Work, leading to a return to pre-injury employment wherever possible.
- 9.3.1 Where a return to pre-injury employment is not possible, as determined by a medical assessor contracted by the Service, the officer will be declared as suffering a partial and permanent disability and opportunities for permanent placement in suitable employment will be sought.
- 9.3.2 If permanent placement in suitable employment within the Service is not possible the employment of the officer may be terminated. In such circumstances the officer, subject to eligibility being established, shall be paid a lump sum payment in accordance with Annexure B to this Award.
- 9.4 An officer who suffers an off duty injury shall receive rehabilitation/retraining consistent with the Service's Policy and Procedures for the Management of Return to Work for non work related injuries/illness, leading to a return to pre-injury employment wherever possible. No medical or rehabilitation costs will be met by the Service for off duty injuries.
- 9.4.1 Where a return to pre-injury employment is not possible as determined by the medical assessor, the officer will be declared as suffering a partial and permanent disability and opportunities for permanent placement in suitable employment will be sought wherever reasonably practical. Suitable employment can include redeployment to an administrative position.

- 9.4.2 If permanent placement in suitable employment within the Service is not possible the employment of the officer may be terminated and, in such circumstances, the officer shall be paid a lump sum payment equivalent to the unexpired portion of the two year full salary or full salary to age 60 (whichever is the lesser). In the case of permanent part time officers, the entitlements under this sub clause are calculated on a pro rata basis. The two year period commences when medical evidence indicates that an officer is not able to return to their pre-injury employment.
- 9.5 The objective of the rehabilitation/retraining program creates mutual obligations, which is for every officer who suffers partial and permanent disability to be placed in suitable employment with the Service, wherever reasonably practical.
- 9.6 An adequate opportunity will be given to the officer concerned and the Union (unless the officer expressly declines to agree to the Union being informed) to consider the Service's opinion that no suitable employment is available and to put that opinion into dispute in accordance with the dispute resolution clause of this Award prior to cessation of employment. Such opportunity will also be given in situations where it is disputed that any alternate employment is genuinely suitable. Suitable employment does not include employment that is merely token in nature and does not involve useful work in relation to the activities of the Service, or is demeaning in nature having regard to the officer's incapacity and pre-injury employment, age, education, skills and work experience. The officer's place of residence will also be considered when determining suitable employment.

### **10. Insurance and Assessment of Entitlement to Benefits**

- 10.1 The Union acknowledges that the Service will establish, with First State Super, a superannuation scheme to pay the lump sum benefits prescribed by clause 7 of this Award, and that the Service will establish a separate scheme to pay the benefits prescribed by clause 8 of this Award. The Governments contribution to the costs of the superannuation scheme and the separate scheme (under clause 8) is limited to 3.6% of salaries as prescribed in Clause 14 Award Review.
- 10.2 The Service shall deduct the contributions that officers are required to make pursuant to this clause from their salaries.
- 10.3 The Service shall contribute to a superannuation scheme such sum as required to meet the cost of the insurance premiums to fund death and total and permanent disability benefits.
- 10.4 The Service shall administer a scheme for the payment of benefits payable under this Award for partial and permanent disability.
- 10.5 The Service will meet the entitlement pursuant to clause 7 and clause 8 for death and total and permanent disability benefits in the following circumstances:
- 10.5.1 Injuries or death in the period from the operative date of this award to the operative date of a superannuation scheme;
- 10.5.2 Members covered by the transition arrangements in Clause 4;
- 10.5.3 On duty overseas deployments to countries not covered by the insurer, pursuant to clause 7 only.
- 10.6 Members can only receive one benefit either a "partial and permanent disability benefit" or "total and permanent disability benefit". An employee will be required to sign a deed of undertaking when making a claim for benefits for partial and permanent disability. This deed ensures that any benefits obtained under partial and permanent disability will be repaid to the Service should the employee be successful in claiming total and permanent disability.
- 10.7 Entitlement to benefits to be provided by the Service pursuant to this Award shall be assessed by the assessment provider, engaged by the Service. Any dispute can be initially assessed in accordance with clause 12 of this award.

- 10.8 Entitlement to receive a lump sum benefit from the First State Super insurance superannuation scheme shall be assessed in accordance with the terms of the First State Super superannuation scheme Trust Deed and Policy Document. Any dispute will be assessed in accordance with the First State Super superannuation scheme's Disputes and Complaints procedure. This includes if unresolved by internal processes, any dispute as to entitlement to receive a lump sum payment from the First State Super insurance superannuation scheme the matter may be referred the Superannuation Complaints Tribunal. Disputes may also be addressed through the Grievance Mechanism in clause 12.
- 10.9 Lump sum benefits payable under this Award shall be calculated utilising the salary as defined in this Award. In the case of officers who have worked a period of their service on a permanent part-time basis, the benefits will be calculated by applying the relevant part time ratio to the prescribed benefit. This ratio shall be calculated by dividing the officer's actual service by the full time equivalent service. The period of service taken into account is from 10 November 2006 or the date employment commenced, whichever is the later.
- 10.10 An officer otherwise entitled to benefits provided by this Award shall not be entitled to such benefits in relation to an injury (or consequent disability) directly caused by the taking of disciplinary action that may lead to removal from the Service. However, if;
- 10.10.1 the initiation of or conduct of such disciplinary action by the Service was not reasonable;  
or
- 10.10.2 the officer is not ultimately removed from the Service as a consequence of the disciplinary action,
- then the officer shall continue to be eligible to claim benefits for such injury.

## **PART C**

### **HEALTH AND WELLNESS**

#### **11. Health and Wellness Program**

- 11.1 A Health and Wellness Program will be developed and implemented.

## **PART D**

### **GRIEVANCE MECHANISM, ANTI-DISCRIMINATION, LEAVE RESERVED AND AREA, INCIDENCE, DURATION AND PARTIES BOUND**

#### **12. Grievance Mechanism**

- 12.1 A committee will be formed comprised of representatives of the Union and the Service to consider grievances that arise from the application of this award. The Union, the Service or individual employees may refer such matters to the committee.
- 12.2 With the exception of the procedures outlined in clause 10.8 of this Award, if an issue gives rise to a dispute it shall be dealt with in accordance with the issue resolution procedures in Operational Ambulance Officers (State) Award and the Operational Ambulance Managers (State) Award.
- 12.3 Any disputes arising under this award may be referred to the Industrial Relations Commission of New South Wales.

#### **13. Anti-Discrimination**

- 13.1 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.

- 13.2 It follows that in fulfilling their obligations under clause 12 of 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 effect. It will be consistent with the fulfilment of these obligations for the parties to make an application to vary any provision of this Award, which by its terms or operation, has direct or indirect discriminatory effect.
- 13.3 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.
- 13.4 Nothing in this clause is taken to affect any conduct or act which is specifically exempted from anti-discrimination legislation; offering or providing junior rates of pay to persons under 21 years of age; any act or practice of a body established to propagate religion which is exempted under section 56(d) of the *Anti-Discrimination Act 1977*; and/or a party to this Award from pursuing matters of unlawful discrimination in any State or Federal jurisdiction.
- 13.5 This clause does not create legal rights or obligations in addition to those imposed upon the parties by legislation referred to in this clause.

#### 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.”

#### 14. Award Review

- 14.1 There will be regular actuarial and financial reviews conducted on this death and disability scheme. The first of these reviews will coincide with the next review of the Police death and disability scheme as provided for in the Crown Employees (Police Officers Death and Disability) Award. Subsequent reviews will be no longer than each 3 years thereafter.
- 14.2 The benefits, rehabilitation and administrative costs for injury provided under this Award are based on actuarial and financial estimates with the long term cost to Government being 3.6% of salaries as defined by this Award. If the results of the triennial actuarial and financial review referred to above or if in any 12 month period:

14.2.1 the insurance premium quoted for the next 12 months, and/or

14.2.2 the claims experience of the preceding 12 months

are such that, in the opinion of the actuary and the Service, the long term cost to the Government is likely to exceed 3.6% of salaries, there will be an immediate review of the benefits and/or the officer contributions of the scheme. Appropriate steps will then be taken by the parties to implement a revised scheme that maintains a maximum cost to Government of 3.6% of salaries.

#### 15. Leave Reserved and No Extra Claims

- 15.1 Leave is reserved to the parties generally to apply as they may be advised in respect of any adjustment under Commonwealth legislation governing superannuation which alters preservation rights at age 60 or in the event that any legislative change necessary for the implementation of this Award does not occur.
- 15.2 Leave is reserved to the parties to apply as they may with respect to coverage where officers contribute to NSW Government subsidised superannuation schemes which includes commensurate levels of benefits for death and permanent disability.

- 15.3 Leave is reserved for the Union to apply as it may in respect of extending the definition of officer in clause 3 Definitions of this Award to Patient Transport Officer under the Operational Ambulance Officers (State) Award.
- 15.4 Leave is reserved for the New South Wales Department of Health and the Service to apply as they may for arbitration of the Health and Wellness Program under clause 11 Health and Wellness Program of this Award.
- 15.5 Leave is reserved to the parties to apply as to whether Temporary and Casual Officers should be covered by the provisions in whole or part of this Award.
- 15.6 The parties agree that there will be no extra claims made during the life of this Award, except as expressly provided for in this Award.

### **16. Area, Incidence, Duration and Parties Bound**

- 16.1 This Award shall apply to all officers as defined in clause 3, Definitions, who are employed by the Ambulance Service.
- 16.2 This Award shall be binding upon the Union and the Ambulance Service.
- 16.3 This Award shall take effect from the first full pay period on or from 29 February 2008 and shall remain in force for a period of three years. The consent variations to this Award shall take effect from the first full pay period commencing on or after 30 April 2009.

## **ANNEXURE A**

### **BENEFITS FOR ON DUTY DEATH AND TOTAL AND PERMANENT DISABILITY**

The lump sum benefits shown in the table below would be payable from the First State Super insurance superannuation scheme. The total and permanent disability benefit would be payable to the officer while the death benefit would be payable in accordance with the scheme's trust deed. Where an on duty benefit is less than the off-duty benefit, the higher benefit would be payable.

Age At Death Or Disablement	Lump Sum As Multiple Of Salary (salary effective at date of disablement)
Less than 45 years of age	8.50
45	8.20
46	7.95
47	7.69
48	7.42
49	7.15
50	6.88
51	6.59
52	6.29
53	5.98
54	5.67
55	5.35
56	5.02
57	4.69
58	4.34
59	4.00
60	3.71

**ANNEXURE B****ON-DUTY PARTIAL AND PERMANENT DISABILITY BENEFITS PAYMENT SCALE**

Where an on duty benefit is less than the off-duty benefit, the higher benefit would be payable.

Age At Disablement	Lump Sum As Multiple Of Salary (salary effective at date of disablement)
20	8.33
21	8.22
22	8.11
23	7.99
24	7.87
25	7.75
26	7.62
27	7.49
28	7.35
29	7.21
30	7.07
31	6.92
32	6.76
33	6.61
34	6.44
35	6.28
36	6.11
37	5.93
38	5.75
39	5.56
40	5.36
41	5.16
42	4.96
43	4.75
44	4.53
45	4.30
46	4.07
47	3.83
48	3.59
49	3.34
50	3.08
51	2.81
52	2.53
53	2.25
54	1.95
55	1.65
56	1.34
57	1.02
58	0.69
59	0.35
60	0.00

**ANNEXURE C****OPERATIONAL AMBULANCE OFFICERS**

Components of Salary		Components of 20%	
Base Salary		Penalties	
Code	Code Long Distribution	Code	Code Long Distribution
072	A: Workers Compensation	15/	Higher Grade Duties
916	B: Operations Centre Allowance	646	A: Disturbance - Relocation - no set \$
916C	B: Operations Centre Allowance	912	B: On Call Weekly Rate
917	B: Paramedic Allowance	913	B: On Call Daily Rate
918	B: Advanced Life Support Allowance	913A	B: On Call Daily Rate (Admin -A NSW)
919	B: Broken Hill Advanced Life Support	934	T: Climatic/Isolation Time/Half Zone
920	B: Broken Hill Paramedic Allowance	945	B:: Living Away From Home Allowance
921	B: Broken Hill Ambulance Studies	945A	B: Living Away From Home Allowance
923	B: Broken Hill Allowance		
937	B: Ambulance Specialist Allowance	21	Penalties 10%
937S	B: Ambulance SCAT Allowance	22	Penalties 12.5%
938	B: Standby Rescue Allowance	23	Penalties 15%
941	B: Duty Operations Centre Allow	26	Penalties 50% Saturday
942	B: Ambulance Studies Certificate	27	Penalties 75% Sunday
944	B: Operations Centre Standby Allowance	28	Penalties Public Holiday 50%
01	Normal	29	Additional Public Holiday 100%
04	Sick Leave	30	Penalties Public Holiday 150%
06	Annual Leave	37	Public Holiday Normal Pay
06A	Additional 1 week Annual Leave	40	Higher Grade Duty
09	Extra Leave	41	Penalties 100%
11	Long Service Leave	80	HGD Penalties 10%
16	Time In Lieu	81	HGD Penalties 12.5%
17	Workers Compensation	82	HGD Penalties 15%
39	Allocated Day Off	85	HGD Penalties 50% Saturday
52	Family & Community Leave/Comp	86	HGD Penalties 75% Sunday
57	Maternity Leave	87	HGD Penalties Public Holiday 50%
58	Maternity Leave 1/2 Pay	93	HGD Penalties 100%
63	Special Leave	104	Crib Penalties <12 hr Shift
64	Study Leave	141	Crib Penalties - Break 1
68	Trade Union Leave	142	Crib Penalties - Break 2

**SUPERINTENDENTS AND OPERATIONAL MANAGERS**

Components of Salary - Superintendents		Components of 3%	
Base Salary		Penalties	
Code	Code Long Description	Code	Code Long Description
01	Normal	28	Penalties Public Holiday 50%
04	Sick Leave	29	Additional Public Holiday 100%
06	Annual Leave	30	Penalties Public Holiday 150%
09	Extra Leave	40	Higher Grade Duty
11	Long Service Leave	87	HGD Penalties Public Holiday 50%
16	Time in Lieu	945	B: Living Away From Home Allowance
17	Workers Compensation	157A	Higher grade Duties

39	Allocated Day Off	945A	B: Living Award from Home Allowance
52	Family & Community Leave/Comp		
57	Maternity Leave		
58	Maternity Leave ½ pay		
64	Study Leave		
68	Trade Union Leave		
072	A: Workers Compensation		633 Special Leave

R. P. BOLAND J, *President*

---

Printed by the authority of the Industrial Registrar.



(1610)

**SERIAL C7017****AWU TRAINING WAGE (STATE) AWARD 2002**

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

Application by The Australian Workers' Union, New South Wales, Industrial Organisation of Employees.

(No. IRC 67 of 2009)

Before Commissioner Ritchie

20 February 2009

**VARIATION**

1. Delete subclause (d), of clause 7, Wages, of the award published 5 April 2002 (332. I.G. 522), and insert in lieu thereof the following:
  - (d) The rates of pay in this award include the adjustments payable under the State Wage Case 2006. These adjustments may be offset against:
    - (i) any equivalent overaward payments, and/or
    - (ii) award wage increases since 29 May 1991 other than safety net, State Wage Case, and minimum rates adjustments.
  
2. Delete paragraph (ii) of subclause (k) of the said clause 7 of the award and insert in lieu thereof the following:
  - (ii) Wage Rates for Certificate IV Traineeships
    - (a) Trainees undertaking an AQF IV traineeship shall receive the relevant weekly wage rate for AQF III trainees at Industry/Skill Levels A, B, or C as applicable with the addition of 3.8 per cent of that wage rate.
    - (b) An adult trainee who is undertaking a traineeship for an AQF IV qualification shall receive the following weekly wage as applicable based on the allocation of AQF III qualifications:

Industry/Skill Level	First Year of Traineeship \$	Second Year of Traineeship \$
Industry/Skill Level A	487.00	506.00
Industry/Skill Level B	468.00	486.00
Industry/Skill Level C	421.00	437.00

3. Delete Part B, Monetary Rates, and insert in lieu thereof the following:

## PART B

### MONETARY RATES

**Table 1 - Weekly Rates - Industry/Skill Level A**

Where the accredited training course and work performed are for the purpose of generating skills which have been defined for work at Skill Level A.

	Highest year of schooling completed		
	Year 10 \$	Year 11 \$	Year 12 \$
School Leaver	229.00	252.00	303.00
Plus 1 year out of school	252.00	303.00	352.00
Plus 2 years	303.00	352.00	410.00
Plus 3 years	352.00	410.00	469.00
Plus 4 years	410.00	469.00	469.00
Plus 5 years or more	469.00	469.00	469.00

The average proportion of time spent in Structured Training which has been taken into account in setting the above rates is 20 per cent.

**Table 2 - Weekly Rates - Industry/Skill Level B**

Where the accredited training course and work performed are for the purpose of generating skills which have been defined for work at Skill Level B.

	Highest year of schooling completed		
	Year 10 \$	Year 11 \$	Year 12 \$
School Leaver	229.00	252.00	293.00
Plus 1 year out of school	252.00	293.00	337.00
Plus 2 years	293.00	337.00	396.00
Plus 3 years	337.00	396.00	451.00
Plus 4 years	396.00	451.00	451.00
Plus 5 years or more	451.00	451.00	451.00

The average proportion of time spent in structured training which has been taken into account in setting the above rates is 20 per cent.

**Table 3 - Weekly Rates - Industry/Skill Level C**

Where the accredited training course and work performed are for the purpose of generating skills which have been defined for work at Skill Level C.

	Highest year of schooling completed		
	Year 10 \$	Year 11 \$	Year 12 \$
School Leaver	229.00	252.00	289.00
Plus 1 year out of school	252.00	289.00	325.00
Plus 2 years	289.00	325.00	363.00
Plus 3 years	325.00	363.00	406.00
Plus 4 years	363.00	406.00	406.00
Plus 5 years or more	406.00	406.00	406.00

The average proportion of time spent in structured training which has been taken into account in setting the above rates is 20 per cent.

**Table 4 - School-Based Traineeships**

	Year of Schooling	
	Year 11 \$	Year 12 \$
School based Traineeships Skill Levels A, B and C	229.00	252.00

The average proportion of time spent in structured training which has been taken into account in setting the above rates is 20 per cent.

**Table 5 - Hourly Rates for Trainees who Have Left School**

Skill Level A	Year 10	Year 11	Year 12
School leaver	7.53	8.29	9.97
Plus 1 year after leaving school	8.29	9.97	11.58
Plus 2 years	9.97	11.58	13.49
Plus 3 years	11.58	13.49	15.43
Plus 4 years	13.49	15.43	15.43
Plus 5 years or more	15.43	15.43	15.43
<b>Skill Level B</b>			
School leaver	7.53	8.29	9.64
Plus 1 year after leaving school	8.29	9.64	11.09
Plus 2 years	9.64	11.09	13.03
Plus 3 years	11.09	13.03	14.84
Plus 4 years	13.03	14.84	14.84
Plus 5 years or more	14.84	14.84	14.84
<b>Skill Level C</b>			
School leaver	7.53	8.29	9.51
Plus 1 year after leaving school	8.29	9.51	10.69
Plus 2 years	9.51	10.69	11.94
Plus 3 years	10.69	11.94	13.36
Plus 4 years	11.94	13.36	13.36
Plus 5 years or more	13.36	13.36	13.36

**Table 6 - Hourly Rates for School-Based Traineeships**

	Year of Schooling	
	Year 11 \$	Year 12 \$
Skills levels A, B and C	7.53	8.29

4. This variation shall take effect from the first full pay period to commence on or after 20 February 2009.

D.W. RITCHIE, Commissioner

(1610)

**SERIAL C7045****AWU TRAINING WAGE (STATE) AWARD 2002**

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

Application by The Australian Workers' Union, New South Wales, Industrial Organisation of Employees.

(No. IRC 67 of 2009)

Before Commissioner Ritchie

20 February 2009

**VARIATION**

1. Delete subclause (d), of clause 7, Wages, of the award published 5 April 2002 (332. I.G. 522), and insert in lieu thereof the following:
  - (d) The rates of pay in this award include the adjustments payable under the State Wage Case 2007. These adjustments may be offset against:
    - (i) any equivalent overaward payments, and/or
    - (ii) award wage increases since 29 May 1991 other than safety net, State Wage Case, and minimum rates adjustments.
  
2. Delete paragraph (ii) of subclause (k) of the said clause 7 of the award and insert in lieu thereof the following:
  - (ii) Wage Rates for Certificate IV Traineeships
    - (a) Trainees undertaking an AQF IV traineeship shall receive the relevant weekly wage rate for AQF III trainees at Industry/Skill Levels A, B, or C as applicable with the addition of 3.8 per cent of that wage rate.
    - (b) An adult trainee who is undertaking a traineeship for an AQF IV qualification shall receive the following weekly wage as applicable based on the allocation of AQF III qualifications:

Industry/Skill Level	First Year of Traineeship \$	Second Year of Traineeship \$
Industry/Skill Level A	503.00	522.00
Industry/Skill Level B	485.00	503.00
Industry/Skill Level C	438.00	455.00

3. Delete Part B, Monetary Rates, and insert in lieu thereof the following:

## PART B

### MONETARY RATES

**Table 1 - Weekly Rates - Industry/Skill Level A**

Where the accredited training course and work performed are for the purpose of generating skills which have been defined for work at Skill Level A.

	Highest year of schooling completed		
	Year 10 \$	Year 11 \$	Year 12 \$
School Leaver	237.00	261.00	313.00
Plus 1 year out of school	261.00	313.00	364.00
Plus 2 years	313.00	364.00	424.00
Plus 3 years	364.00	424.00	485.00
Plus 4 years	424.00	485.00	485.00
Plus 5 years or more	485.00	485.00	485.00

The average proportion of time spent in Structured Training which has been taken into account in setting the above rates is 20 per cent.

**Table 2 - Weekly Rates - Industry/Skill Level B**

Where the accredited training course and work performed are for the purpose of generating skills which have been defined for work at Skill Level B.

	Highest year of schooling completed		
	Year 10 \$	Year 11 \$	Year 12 \$
School Leaver	237.00	261.00	303.00
Plus 1 year out of school	261.00	303.00	349.00
Plus 2 years	303.00	349.00	410.00
Plus 3 years	349.00	410.00	467.00
Plus 4 years	410.00	467.00	467.00
Plus 5 years or more	467.00	467.00	467.00

The average proportion of time spent in structured training which has been taken into account in setting the above rates is 20 per cent.

**Table 3 - Weekly Rates - Industry/Skill Level C**

Where the accredited training course and work performed are for the purpose of generating skills which have been defined for work at Skill Level C.

	Highest year of schooling completed		
	Year 10 \$	Year 11 \$	Year 12 \$
School Leaver	237.00	261.00	300.00
Plus 1 year out of school	261.00	300.00	338.00
Plus 2 years	300.00	338.00	377.00
Plus 3 years	338.00	377.00	422.00
Plus 4 years	377.00	422.00	422.00
Plus 5 years or more	422.00	422.00	422.00

The average proportion of time spent in structured training which has been taken into account in setting the above rates is 20 per cent.

**Table 4 - School-Based Traineeships**

	Year of Schooling	
	Year 11 \$	Year 12 \$
School based Traineeships Skill Levels A, B and C	237.00	261.00

The average proportion of time spent in structured training which has been taken into account in setting the above rates is 20 per cent.

**Table 5 - Hourly Rates for Trainees who Have Left School**

Skill Level A	Year 10	Year 11	Year 12
School leaver	7.80	8.59	10.30
Plus 1 year after leaving school	8.59	10.30	11.97
Plus 2 years	10.30	11.97	13.95
Plus 3 years	11.97	13.95	15.95
Plus 4 years	13.95	15.95	15.95
Plus 5 years or more	15.95	15.95	15.95
<b>Skill Level B</b>			
School leaver	7.80	8.59	9.97
Plus 1 year after leaving school	8.59	9.97	11.48
Plus 2 years	9.97	11.48	13.49
Plus 3 years	11.48	13.49	15.36
Plus 4 years	13.49	15.36	15.36
Plus 5 years or more	15.36	15.36	15.36
<b>Skill Level C</b>			
School leaver	7.80	8.59	9.87
Plus 1 year after leaving school	8.59	9.87	11.12
Plus 2 years	9.87	11.12	12.40
Plus 3 years	11.12	12.40	13.88
Plus 4 years	12.40	13.88	13.88
Plus 5 years or more	13.88	13.88	13.88

**Table 6 - Hourly Rates for School-Based Traineeships**

	Year of Schooling	
	Year 11 \$	Year 12 \$
Skills levels A, B and C	7.80	8.59

4. This variation shall take effect from the first full pay period to commence on or after 20 August 2009.

D.W. RITCHIE, Commissioner

(1610)

**SERIAL C7046****AWU TRAINING WAGE (STATE) AWARD 2002**

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

Application by The Australian Workers' Union, New South Wales, Industrial Organisation of Employees.

(No. IRC 67 of 2009)

Before Commissioner Ritchie

20 February 2009

**VARIATION**

1. Delete subclause (d), of clause 7, Wages, of the award published 5 April 2002 (332. I.G. 522), and insert in lieu thereof the following:
  - (d) The rates of pay in this award include the adjustments payable under the State Wage Case 2008. These adjustments may be offset against:
    - (i) any equivalent overaward payments, and/or
    - (ii) award wage increases since 29 May 1991 other than safety net, State Wage Case, and minimum rates adjustments.
  
2. Delete paragraph (ii) of subclause (k) of the said clause 7 of the award and insert in lieu thereof the following:
  - (ii) Wage Rates for Certificate IV Traineeships
    - (a) Trainees undertaking an AQF IV traineeship shall receive the relevant weekly wage rate for AQF III trainees at Industry/Skill Levels A, B, or C as applicable with the addition of 3.8 per cent of that wage rate.
    - (b) An adult trainee who is undertaking a traineeship for an AQF IV qualification shall receive the following weekly wage as applicable based on the allocation of AQF III qualifications:

Industry/Skill Level	First Year of Traineeship \$	Second Year of Traineeship \$
Industry/Skill Level A	523.00	543.00
Industry/Skill Level B	504.00	523.00
Industry/Skill Level C	456.00	473.00

3 Delete Part B, Monetary Rates, and insert in lieu thereof the following:

## PART B

### MONETARY RATES

**Table 1 - Weekly Rates - Industry/Skill Level A**

Where the accredited training course and work performed are for the purpose of generating skills which have been defined for work at Skill Level A.

	Highest year of schooling completed		
	Year 10 \$	Year 11 \$	Year 12 \$
School Leaver	246.00	271.00	326.00
Plus 1 year out of school	271.00	326.00	379.00
Plus 2 years	326.00	379.00	441.00
Plus 3 years	379.00	441.00	504.00
Plus 4 years	441.00	504.00	504.00
Plus 5 years or more	504.00	504.00	504.00

The average proportion of time spent in Structured Training which has been taken into account in setting the above rates is 20 per cent.

**Table 2 - Weekly Rates - Industry/Skill Level B**

Where the accredited training course and work performed are for the purpose of generating skills which have been defined for work at Skill Level B.

	Highest year of schooling completed		
	Year 10 \$	Year 11 \$	Year 12 \$
School Leaver	246.00	271.00	315.00
Plus 1 year out of school	271.00	315.00	363.00
Plus 2 years	315.00	363.00	426.00
Plus 3 years	363.00	426.00	486.00
Plus 4 years	426.00	486.00	486.00
Plus 5 years or more	486.00	486.00	486.00

The average proportion of time spent in structured training which has been taken into account in setting the above rates is 20 per cent.

**Table 3 - Weekly Rates - Industry/Skill Level C**

Where the accredited training course and work performed are for the purpose of generating skills which have been defined for work at Skill Level C.

	Highest year of schooling completed		
	Year 10 \$	Year 11 \$	Year 12 \$
School Leaver	246.00	271.00	312.00
Plus 1 year out of school	271.00	312.00	352.00
Plus 2 years	312.00	352.00	392.00
Plus 3 years	352.00	392.00	439.00
Plus 4 years	392.00	439.00	439.00
Plus 5 years or more	439.00	439.00	439.00



The average proportion of time spent in structured training which has been taken into account in setting the above rates is 20 per cent.

**Table 4 - School-Based Traineeships**

	Year of Schooling	
	Year 11 \$	Year 12 \$
School based Traineeships Skill Levels A, B and C	246.00	271.00

The average proportion of time spent in structured training which has been taken into account in setting the above rates is 20 per cent.

**Table 5 - Hourly Rates for Trainees who Have Left School**

Skill Level A	Year 10	Year 11	Year 12
School leaver	8.09	8.91	10.72
Plus 1 year after leaving school	8.91	10.72	12.47
Plus 2 years	10.72	12.47	14.51
Plus 3 years	12.47	14.51	16.58
Plus 4 years	14.51	16.58	16.58
Plus 5 years or more	16.58	16.58	16.58
<b>Skill Level B</b>			
School leaver	8.09	8.91	10.36
Plus 1 year after leaving school	8.91	10.36	11.94
Plus 2 years	10.36	11.94	14.01
Plus 3 years	11.94	14.01	15.99
Plus 4 years	14.01	15.99	15.99
Plus 5 years or more	15.99	15.99	15.99
<b>Skill Level C</b>			
School leaver	8.09	8.91	10.26
Plus 1 year after leaving school	8.91	10.26	11.58
Plus 2 years	10.26	11.58	12.89
Plus 3 years	11.58	12.89	14.44
Plus 4 years	12.89	14.44	14.44
Plus 5 years or more	14.44	14.44	14.44

**Table 6 - Hourly Rates for School-Based Traineeships**

	Year of Schooling	
	Year 11 \$	Year 12 \$
Skills levels A, B and C	8.09	8.91

4. This variation shall take effect from the first full pay period to commence on or after 20 February 2010.

D.W. RITCHIE, Commissioner

**CROWN EMPLOYEES (CHIEF EDUCATION OFFICERS -  
DEPARTMENT OF EDUCATION AND TRAINING) SALARIES AND  
CONDITIONS AWARD 2009**

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

Application by Institute of Senior Educational Administrators of New South Wales, Industrial Organisation of Employees.

(No. IRC 2361 of 2008)

Before The Honourable Justice Walton, Vice-President

1 May 2009

**AWARD**

**PART A**

**1. Arrangement**

PART A

Clause No.	Subject Matter
1.	Arrangement
2.	Purpose and Principles of this Award
3.	Definitions
4.	Qualifications
5.	Salaries and Other Remuneration
6.	Conditions of Employment
7.	Recreation Leave
8.	Deferred Salary Scheme
9.	Performance Management and Professional Development
10.	Mobility Provisions
11.	Technological Change
12.	Dispute Resolution Procedures
13.	Duties as Directed
14.	Redeployment
15.	Right of Return of Permanent Officers Temporarily Appointed to Chief Education Officer Positions
16.	No Further Claims
17.	Anti-Discrimination
18.	Area, Incidence and Duration

PART B

MONETARY RATES

Table 1 - Salary Scale

**2. Purpose and Principles of This Award**

- 2.1 This award establishes the conditions of employment, including salaries, of chief education officers.
- 2.2 The parties to this award are the Department and the ISEA.

- 2.3 The parties will support chief education officers by:
- (a) providing clear lines of communication on matters affecting individuals and their work;
  - (b) developing individual and collective talents;
  - (c) promoting co-operation and teamwork;
  - (d) recognising individual and team contributions; and
  - (e) promoting career planning and development.
- 2.4 This award aims to assist the Department and chief education officers in pursuing the goal of continuous improvement by:
- (a) supporting schools and TAFE in carrying out the government agenda;
  - (b) facilitating teaching and learning processes which will improve student opportunities and outcomes;
  - (c) improve organisation-wide productivity and efficiency;
  - (d) assisting and accelerating cultural change in the workplace towards greater participation and flexibility;
  - (e) promoting better and more satisfying jobs;
  - (f) developing and pursuing constructive changes aimed at improving teaching and learning in schools and TAFE on a co-operative, continuing basis by using a consultative approach;
  - (g) maintaining essential standards of employment conditions;
  - (h) providing certainty, stability and equity in salaries and conditions arrangements for the period of the award;
  - (i) laying a foundation for further workplace improvement through a commitment to improved teaching and learning in schools and TAFE, greater customer focus and commitment to quality service and to joint development of performance measures;
  - (j) enhancing the opportunities of chief education officers for career progression and mobility; and
  - (k) improving the effectiveness of the Department.

### 3. Definitions

- 3.1 "Act" means the *Teaching Service Act* 1980.
- 3.2 "Chief Education Officer" means a person appointed as such by the Director-General under the Act.
- 3.3 "Department" means the New South Wales Department of Education and Training.
- 3.4 "Director-General" means the Director-General of the New South Wales Department of Education and Training.
- 3.5 "Industrial Relations Commission" means the Industrial Relations Commission of New South Wales, established by the *Industrial Relations Act* 1996.
- 3.6 "ISEA" means the Institute of Senior Educational Administrators of New South Wales.

- 3.7 "Officer" means and includes all persons permanently or temporarily employed in the Teaching Service under the provisions of the Act.
- 3.8 "Parties" means the Department and the ISEA.
- 3.9 "Senior Officers" means employees employed as senior officers whose working conditions are prescribed under the Crown Employees (Public Service Conditions of Employment) Reviewed Award 2006, or its successor.
- 3.10 "TAFE" means the Technical and Further Education Commission of New South Wales.

#### **4. Qualifications**

- 4.1 The parties agree that the qualification requirements of positions should accurately reflect their requirements and should conform with equal employment opportunity principles.
- 4.2 The position criteria for future vacant chief education officer positions will, in the main, reflect the need for relevant educational experience.
- 4.3 Qualifications for appointment as a chief education officer will be as determined by the Director-General.

#### **5. Salaries and Other Remuneration**

- 5.1 Except as otherwise provided in subclause 5.5 of this clause, chief education officers must be employed at an annual salary not less than that for the classifications as set out in Table 1 - Salary Scale, of Part B, Monetary Rates.
- 5.2 Subject to the provisions of the Act and to the regulation made thereunder, chief education officers covered by this award will be paid the salary as set out in the said Table 1.
- 5.3 The salaries payable in Table 1 include remuneration of all incidents of employment other than:
- (a) annual leave loading;
  - (b) travel or subsistence or motor vehicle allowances;
  - (c) allowances in relation to relocation expenses; and
  - (d) climatic living and disability (Broken Hill) allowances.
- 5.4 Persons appointed as chief education officers subsequent to the making of this award will be appointed to the appropriate salary level based on their background, experience and, where applicable, previous salary level.
- 5.5 Chief education officers not on salary level 3 shall be entitled to progress to a higher level of salary after each 12 months of service subject to satisfactory performance.
- 5.6 Salary packaging

For the purposes of this clause "salary" means the salary or rates of pay prescribed by Part B, Table 1 of this award and superable allowances.

- 5.6.1 An employee may, by agreement with the employer, enter into a salary packaging arrangement including salary sacrifice of superannuation where they may convert up to 100% of their salary to other benefits.

Any pre-tax and post-tax payroll deductions must be taken into account prior to determining the amount of salary available to be packaged. Such payroll deductions may include but are not

limited to, compulsory superannuation payments, HECS payments, child support payments, judgment debtor/garnishee orders, union fees, health fund premiums.

- 5.6.2 The terms and conditions of the salary packaging arrangement, including the duration as agreed between the employee and employer, will be provided in a separate written agreement, in accordance with the Department's salary packaging guidelines. Such agreement must be made prior to the period of service to which the earnings relate.
- 5.6.3 Salary packaging must be cost neutral for the employer. Employees must reimburse the employer in full for the amount of:
- 5.6.3.1 any fringe benefits tax liability arising from a salary packaging arrangement; and
  - 5.6.3.2 any administrative fees.
- 5.6.4 Where the employee makes an election to salary package the following payments made by the employer in relation to an employee shall be calculated by reference to the annual salary which the employee would have been entitled to receive but for the salary packaging arrangement:
- 5.6.4.1 Superannuation Guarantee Contributions;
  - 5.6.4.2 any salary-related payment including but not limited to allowances and workers compensation payments; and
  - 5.6.4.3 payments made in relation to accrued leave paid on termination of the employee's employment or on the death of the employee.

## **6. Conditions of Employment**

- 6.1 The provisions of this award prevail over any award, industrial agreement, public sector agreement, determination under the *Teaching Service Act 1980* or the Public Sector Workforce Office or award of the Industrial Relations Commission which deal with the same matters in so far as they purport to apply to a chief education officer bound by this award.
- 6.2 Chief education officers will have access to working hours consistent with the flexible working hours conditions afforded Senior Officers, subject to operational requirements and departmental convenience.
- 6.3 Deduction of Association Membership Fees.
- 6.3.1 The ISEA shall provide the employer with a schedule setting out ISEA fortnightly membership fees payable by members of the ISEA in accordance with ISEA's rules.
  - 6.3.2 The ISEA shall advise the employer of any change to the amount of fortnightly membership fees made under its rules. Any variation to the schedule of ISEA fortnightly membership fees payable shall be provided to the employer at least one month in advance of the variation taking effect.
  - 6.3.3 Subject to 6.3.1 and 6.3.2 above, the Department shall deduct ISEA fortnightly membership fees from the pay of any employee who is a member of the ISEA in accordance with the ISEA'S rules, provided that the employee has authorised the Department to make such deductions.
  - 6.3.4 Monies so deducted from employees' pay will be forwarded regularly to the ISEA together with all necessary information to enable the ISEA to reconcile and credit subscriptions to employees' ISEA membership accounts.
  - 6.3.5 Unless other arrangements are agreed to by the Department and the ISEA, all ISEA membership fees shall be deducted on a fortnightly basis.

- 6.3.6 Where an employee has already authorised the deduction of ISEA membership fees from his or her pay prior to this clause taking effect, nothing in this clause shall be read as requiring the employee to make a fresh authorisation in order for such deductions to continue.

### **7. Recreation Leave**

- 7.1 Chief education officers are entitled to four weeks recreation leave per annum.
- 7.2 Recreation leave will be taken at a time and for a period agreed between the chief education officer and the supervisor.
- 7.3 Payment will be made at the chief education officer's salary rate at that time.

### **8. Deferred Salary Scheme**

- 8.1 The Department's deferred salary scheme provides chief education officers with an opportunity to take a year away from work for professional development and other experience such as industry experience, post graduate study, working in overseas education and training systems or other activities.
- 8.2 Under the deferred salary scheme, chief education officers are able to defer 20 per cent of their salary for the first four years and be paid the deferred salary in the fifth year whilst on leave.

### **9. Performance Management and Professional Development**

- 9.1 The performance of chief education officers will be reviewed in accordance with the DET performance management and development scheme.
- 9.2 The parties confirm a commitment to professional and career training and development for chief education officers and to their obligation to maintain and update their professional skills for the benefit of students, staff and the Department.
- 9.3 The Department is committed to providing access to and support for professional, management development and technological training, and to enhance the career mobility of chief education officers.
- 9.4 Where the chief education officer is required to undertake a professional development activity by the Department, the compulsory fees involved will be met by the Department. Where the professional development activity is voluntary, the Department may, at its discretion, refund all or part of the compulsory fees incurred by chief education officers approved to undertake such training and professional development programs.

### **10. Mobility Provisions**

- 10.1 The parties agree to develop and implement strategies to enhance the mobility between chief education officers and senior administrators in the Department and institute managers in TAFE.

### **11. Technological Change**

- 11.1 The ISEA agrees to support the implementation of the Department's Technology Strategy.
- 11.2 The Department will assist chief education officers in meeting the demands of the Department's technology strategy by providing access to equipment and professional development opportunities designed to increase chief education officers' efficiency and productivity.

### **12. Dispute Resolution Procedures**

- 12.1 Subject to the provisions of the *Industrial Relations Act* 1996, should any dispute (including a question or difficulty) about an industrial matter arise, then the following procedure shall apply.

- 12.1.1 Should any dispute, question or difficulty arise as to matters occurring in a particular workplace, then the chief education officer will raise the dispute, question or difficulty with the supervisor as soon as practicable.
- 12.1.2 The supervisor will discuss the matter with the chief education officer within two working days with a view to resolving the dispute, question or difficulty or by negotiating an agreed method and timeframe for proceeding.
- 12.1.3 Should the above procedure be unsuccessful in producing a resolution of the dispute, question or difficulty or should the matter be of a nature which involves multiple workplaces, then the chief education officer may raise the matter with an appropriate officer of the Department with a view to resolving the dispute, question or difficulty or negotiating an agreed method and timeframe for proceeding.
- 12.1.4 Where the procedures in paragraph 12.1.3 of this subclause do not lead to resolution of the dispute, question or difficulty, the matter will be referred to the Deputy Director-General, Workforce Management and Systems Improvement and the Secretary of the ISEA. They or their nominees will discuss the dispute, question or difficulty within five working days with a view to resolving the matter by negotiating an agreed method and timeframe for proceeding.
- 12.1.5 Should the above procedures not lead to resolution then either party may make application to the Industrial Relations Commission of New South Wales.

### **13. Duties as Directed**

- 13.1 The Director-General, delegate, nominee or representative may direct a chief education officer to carry out such duties as are within the limits of the chief education officer's skills, competence and training, provided that such duties do not promote deskilling.
- 13.2 The Director-General may determine the location at which such duties will be carried out.
- 13.3 Any direction issued by the Director-General pursuant to subclauses 13.1 and 13.2 of this clause shall be consistent with the Director-General's responsibility to provide a safe, healthy working environment.

### **14. Redeployment**

- 14.1 To allow greater flexibility to place a permanent chief education officer displaced through organisational change or the regrading of a position, the parties agree, subject to personal and geographic considerations, to place the chief education officer in:
  - 14.1.1 another non school-based position under the Act of annual salary level for which the officer is qualified; or
  - 14.1.2 an appropriate school-based position having regard to the chief education officer's salary, experience and background.
- 14.2 In implementing paragraph 14.1.2 of subclause 14.1 of this clause, the Department will take into account the experience of the chief education officer in both school-based and non-school based positions, the salary level of the chief education officer and the salary levels and locations of appropriate vacant school based positions, including executive positions.

### **15. Right of Return of Permanent Officers Temporarily Appointed to Chief Education Officer Positions**

- 15.1 A permanent officer of the Department temporarily appointed to a chief education officer position for a period not exceeding twelve consecutive months will have right of return to their substantive position in the Department at the conclusion of the temporary appointment.

- 15.2 A permanent officer of the Department temporarily appointed to or acting in a chief education officer position for a period exceeding 12 consecutive months will have right of return to a position of equivalent salary and status as the substantive position occupied prior to the temporary appointment or acting arrangement.

#### **16. No Further Claims**

- 16.1 Except as provided by the *Industrial Relations Act* 1996, prior to 31 December 2011 there shall be no further claims by the parties to this Award for changes to salaries, rates of pay, allowances, or conditions of employment in relation to matters expressly contained in this award.

#### **17. Anti-Discrimination**

- 17.1 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.
- 17.2 It follows that in fulfilling their obligations under the dispute resolution procedure prescribed in clause 12, 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.
- 17.3 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.
- 17.4 Nothing in this clause is to be taken to affect:
- any conduct or act which is specifically exempted from anti-discrimination legislation;
  - offering or providing junior rates of pay to persons under 21 years of age;
  - any act or practice of a body established to propagate religion which is exempted under section 56(d) of the *Anti-Discrimination Act* 1977, or
  - a party to this award from pursuing matters of unlawful discrimination in any state or federal jurisdiction.
- 17.5 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.

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

- 18.1 This award:
- 18.1.1 covers all chief education officers employed by the Department under the Act;
  - 18.1.2 rescinds and replaces the Crown Employees (Chief Education Officers - Department of Education and Training) Salaries and Conditions Award 2006 published 27 February 2009 (367 I.G. 294) and all variations thereof; and
  - 18.1.3 commences on 1 January 2009 will remain in force until 31 December 2011.



**PART B****MONETARY RATES****Table 1 - Salary Scale**

Chief Education Officer	Salary from first pay period on or after 1.1.09 \$	Salary from first pay period on or after 1.1.10 \$	Salary from first pay period on or after 1.1.11 \$
Increase	4.4%	3.8%	3.8%
Level 3	135,608	140,761	146,110
Level 2	130,023	134,964	140,093
Level 1	120,713	125,300	130,061

M. J. WALTON J, *Vice-President*

---

Printed by the authority of the Industrial Registrar.

## **CROWN EMPLOYEES (NSW FIRE BRIGADES FIREFIGHTING STAFF DEATH AND DISABILITY) AWARD 2009**

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

Application by New South Wales Fire Brigade Employees Union, Industrial Organisation of Employees.

(No. IRC 381 of 2009)

Before The Honourable Justice Kavanagh

7 April 2009

### **AWARD**

### **PART A**

#### **INTRODUCTION, INTENTIONS AND COMMITMENTS, INDEX AND DEFINITIONS**

##### **Clause 1 - Introduction, Intentions and Commitments**

- 1.1 This Award shall be known as the "Crown Employees (NSW Fire Brigades Firefighting Staff Death and Disability) Award 2009".
- 1.2 The intentions and commitments of this Award are to:-
  - 1.2.1 Provide benefits in the event that an on duty or off duty injury results in the death or total and permanent incapacity or partial and permanent incapacity of a firefighter.
  - 1.2.2 Provide rehabilitation and retraining in the event that on duty or off duty injury results in a firefighter suffering partial and permanent incapacity.
  - 1.2.3 Develop and implement an agreed health and fitness programme for firefighters.
- 1.3 This Award shall be in four parts as follows:
  - Part A - Introduction, Intentions and Commitments, Index and Definitions
  - Part B - Arrangements for firefighters entitled to the death and disability benefits prescribed by this Award.
  - Part C - Health and Fitness Programme
  - Part D - Disputes, Anti-discrimination, Leave Reserved and Area, Incidence and Duration.

##### **Clause 2 - Index**

- Clause 1 - Introduction, Intentions and Commitments
- Clause 2 - Index
- Clause 3 - Definitions
- Clause 4 - Death and Disability Superannuation Fund
- Clause 5 - Contributions to the Death and Disability Superannuation Fund
- Clause 6 - Other Benefits Applicable to Firefighters
- Clause 7 - Permanent Firefighters - Pensions for "On Duty" Death and Total and Permanent Incapacity

- Clause 8 - Permanent Firefighters - Lump Sum Payments for "Off Duty" Death and Total and Permanent Incapacity
  - Clause 9 - Rehabilitation and Retraining and Lump Sum Payments for Permanent Firefighters who suffer Partial and Permanent Incapacity
  - Clause 10 - Retained Firefighters - Pensions for "On Duty" Death and Total and Permanent Incapacity
  - Clause 11 - Retained Firefighters - Lump Sum Payments for "Off Duty" Death and Total and Permanent Incapacity
  - Clause 12 - Lump Sum Payments for Retained Firefighters who suffer Partial and Permanent Incapacity
  - Clause 13 - Assessment of Entitlement to Benefits
  - Clause 14 - Health and Fitness
  - Clause 15 - Grievance Mechanism
  - Clause 16 - Anti-Discrimination
  - Clause 17 - Leave Reserved
  - Clause 18 - Area, Incidence, Duration and Parties Bound
- Annexure A - Partial and Permanent Incapacity Benefits Payment Scale

### Clause 3 - Definitions

"Actual Retained Earnings" means the average annual remuneration received by a retained firefighter calculated over either the preceding twelve months or five years, whichever is the greater, provided that any periods of special leave without pay, unpaid leave and/or suspension shall not be taken into account when calculating the periods of twelve months and five years.

"Actuary" means an actuary appointed by the Trustee of the Death and Disability Superannuation Fund.

"Compulsory employer contributions" has the same meaning as it has in section 12(1) of the *First State Superannuation Act 1992*.

"Death and Disability Superannuation Fund" means the superannuation fund established in accordance with Part B of this Award.

"Electricity Industry Superannuation scheme" ("EISS") has the same meaning as it has in the *Superannuation Administration Act 1996*.

"FBEU" means the New South Wales Fire Brigade Employees' Union.

"Firefighter" means either a permanent firefighter or a retained firefighter as defined in this clause.

"First State Superannuation Scheme" ("FSS") means the superannuation scheme established under the *First State Superannuation Act 1992*.

"Full Pay" means the permanent firefighter's remuneration at the date of his/her injury, including any rostered shift or weekly allowance that he/she was receiving at the date of his/her injury, or such higher remuneration to which the firefighter becomes entitled pursuant to that Award. Provided that where a permanent firefighter is at the date of his/her injury on any form of leave, his/her initial full pay shall be the remuneration (subject to the exclusions referred to within this definition) that would otherwise have been paid to the firefighter had he/she not been on such leave.

"Judges Pension Scheme" ("JPS") means the superannuation scheme established under the *Judges' Pensions Act 1953*.

"Local Government Superannuation Scheme" ("LGSS") has the same meaning as it has in the *Superannuation Administration Act 1996*.

"NSW Fire Brigades" means the New South Wales Fire Brigades, established as a Department of the Government under the *Fire Brigades Act 1989* and a Department under the *Public Sector Employment and Management Act 2002*.

"On Duty Injury" means personal injury arising out of or in the course of employment as a firefighter and includes a disease which is contracted by a firefighter in the course of his/her employment as a firefighter and to which the employment was a contributing factor, and the aggravation, acceleration, exacerbation or deterioration of any disease, where his/her employment as a firefighter was a contributing factor to the aggravation, acceleration, exacerbation or deterioration but does not include a personal injury or disease arising out of or in the course of journeying to or from work subject to the proviso that a retained firefighter responding to an incident shall be considered to be on duty from the time of call.

"Off Duty Injury" means any personal injury or disease which is not an on duty injury.

"Parliamentary Contributory Superannuation Fund" ("PCSF") means the fund referred to in section 5 of the *Parliamentary Contributory Superannuation Act 1971*.

"Partial and Permanent Incapacity" means that a firefighter is no longer fit to carry out the full range of his/her pre-injury duties with the NSW Fire Brigades.

"Permanent Firefighter" has the same meaning as 'employee' under the Crown Employees (NSW Fire Brigades Permanent Firefighting Staff) Award 2008.

"Police Death and Disability Award" means the Crown Employees (Police Officers Death and Disability) Award 2005 and its successors.

"Police Superannuation Scheme" ("PSS") means the superannuation scheme established under the *Police Regulation (Superannuation) Act 1906*.

"Retained Firefighter" has the same meaning as 'employee' under the Crown Employees (NSW Fire Brigades Retained Firefighting Staff) Award 2008.

"Retained Firefighter's Deemed Salary" means the hourly rate of pay of a retained Captain multiplied by a factor of 2088.

"Retained Firefighter's Primary Employment" means employment with an employer other than the NSW Fire Brigades. In order for a retained firefighter's employment with an employer other than the NSW Fire Brigades to be eligible as primary employment for the purposes of payment of benefits pursuant to subclause 12.4 of this Award, the primary employment must be held as at the date of the on duty injury, and must be permanent employment of an average of at least 30 hours per week.

"Salary" means, in the case of a permanent firefighter holding the rank of Recruit Firefighter, Firefighter Level 1, Firefighter Level 2, Qualified Firefighter, Senior Firefighter, Leading Firefighter, Station Officer Level 1, Station Officer Level 2 or Inspector, the firefighter's "Total Weekly Rate" as set out at Table 1 of Part D of the Crown Employees (NSW Fire Brigades Permanent Firefighting Staff) Award 2008 multiplied by 52.1785 and, in the case of a permanent firefighter holding the rank of Superintendent or Chief Superintendent, the per annum amount set out at Table 1 of Part D of that Award provided that for the purposes of this Award, the salary of an employee holding an Operational Support position shall be that applicable to the employee's substantive operational rank.

"Spouse" means a person who falls within the definition of "spouse" or "de facto partner" in the *Superannuation Act 1916*.

"Total and Permanent Incapacity" means that the firefighter is unlikely, by reason of ill-health (whether physical or mental) to ever again engage in gainful employment for which the firefighter is reasonably qualified by education, training or experience.

"State Authorities Non-contributory Superannuation Scheme" ("SANCS") means the superannuation scheme established under the *State Authorities Non-contributory Superannuation Act 1987*.

"State Authorities Superannuation Scheme" ("SASS") means the superannuation scheme established under the *State Authorities Superannuation Act 1987*.

"State Superannuation Scheme" ("SSS") means the superannuation scheme established under the *Superannuation Act 1916*.

## PART B

### ARRANGEMENTS FOR FIREFIGHTERS ENTITLED TO THE DEATH AND DISABILITY BENEFITS PRESCRIBED BY THIS AWARD

#### Clause 4 - Death and Disability Superannuation Fund

- 4.1 The NSW Fire Brigades will establish, with the agreement of the FBEU, a Death and Disability Superannuation Fund to pay the superannuation pensions and lump sum payments prescribed by clauses 7, 8, 10 and 11 of this Award. The Fund shall operate in accordance with relevant Commonwealth legislation and the terms of the trust deed by which it is created.
- 4.2 The terms of the trust deed by which the Death and Disability Superannuation Fund is created shall provide that the Trustee of the Death and Disability Superannuation Fund is required to reduce the benefits otherwise payable from the said fund so as to offset:
- 4.2.1 tax liabilities in the same circumstances and on the same bases as prescribed in section 61RA of the *Superannuation Act 1916*;
- 4.2.2 any benefits prescribed by this Award that have previously been paid from the Death and Disability Superannuation Fund or by the NSW Fire Brigades pursuant to this Award.

#### Clause 5 - Contributions to the Death and Disability Superannuation Fund

- 5.1 Permanent firefighters who are covered by FSS or who have elected under section 10 of the *First State Superannuation Act 1992* to make other arrangements shall contribute 1.5 per cent of their salary to the Death and Disability Superannuation Fund.
- 5.2 Permanent firefighters who are contributors to SASS but who do not contribute to SASS for additional benefit cover shall contribute 1.5 per cent of their salary to the Death and Disability Superannuation Fund.
- 5.3 Permanent firefighters who are contributors to SASS and who contribute for additional benefit cover and who elect to relinquish that cover shall contribute 1.5 per cent of their salary to the Death and Disability Superannuation Fund.
- 5.4 Permanent firefighters who:
- 5.4.1 are contributors to SASS; and
- 5.4.2 contribute to SASS for additional benefit cover; and
- 5.4.3 elect not to relinquish that additional benefit cover,
- may elect to contribute 0.5 per cent of their salary to the Death and Disability Superannuation Fund in order to be entitled to receive the payments prescribed by this Award at subclauses 7.2 and 8.3 in relation to death or total and permanent incapacity and at Clause 9 in relation to partial and permanent incapacity only.

- 5.5 Permanent firefighters who:
- 5.5.1 are contributors to SASS; and
  - 5.5.2 contribute to SASS for additional benefit cover; and
  - 5.5.3 elect not to relinquish that additional benefit cover,  
may elect to not be covered by this Award. Such firefighters shall not be eligible to receive a pension or lump sum payment prescribed by this Award.
- 5.6 The contributions prescribed by this Award in relation to permanent firefighters who are contributors to SASS are additional to the contributions that they are required to make under the *State Authorities Superannuation Act 1987*.
- 5.7 Notwithstanding the provisions of the Crown Employees (NSW Fire Brigades Permanent Firefighting Staff) Award 2008 and the Crown Employees (NSW Fire Brigades Retained Firefighting Staff) Award 2008, a firefighter who is required or elects to make contributions pursuant to this clause will do so by sacrificing an amount of unearned salary equivalent to the firefighter's contribution pursuant to this clause, unless they elect to contribute from their post-tax salary. Such salary sacrifice shall not be taken into account for the purpose of calculating the remuneration that the firefighter would have received in the event that no salary sacrifice had been applicable.
- 5.8 A permanent firefighter who is a contributor to SASS and who contributes for additional benefit cover shall within three months of commencing employment make an election on a "once only" basis, whether they wish to retain or relinquish that additional benefit cover.
- 5.9 Subject to subclause 5.10, the NSW Fire Brigades shall contribute \$16.56 per fortnight to the Death and Disability Superannuation Fund in respect of each retained firefighter.
- 5.10 The NSW Fire Brigades shall contribute \$5.52 per fortnight to the Death and Disability Superannuation Fund in respect of each retained firefighter who, by virtue of their primary employment, is already a member of SSS, PSS, the LGSS or EISS Division D "Defined Benefit Scheme", the JPS, PCSF or who is a LGSS or EISS Division B "Retirement Scheme" member with additional benefit cover or who is a SASS member with additional benefit cover or who is eligible for benefits prescribed in the Police Death and Disability Award.
- 5.11 The NSW Fire Brigades shall contribute to the Death and Disability Superannuation Fund such sum as may be necessary to meet any shortfall between the Fund's reserves and that sum that it needs in order to pay the superannuation pensions and superannuation lump sum benefits prescribed by this Part.
- 5.12 A firefighter on any form of leave without pay shall continue to be covered by this Award and shall be required to make the contributions that he/she would otherwise have made had he/she not been on leave without pay.
- 5.13 The NSW Fire Brigades shall deduct the contributions that firefighters are required or elect to make pursuant to this clause from their salaries and forward such contributions to the Death and Disability Superannuation Fund.

#### **Clause 6 - Other Benefits Applicable to Firefighters**

With the exception of the offsets prescribed by this Award, the benefits conferred upon firefighters by this Award shall be in addition to those benefits otherwise payable under the FSS Scheme, the SASS scheme and/or the *Workers Compensation Act 1987* and *Workplace Injury Management and Workers Compensation Act 1998*, as varied from time to time.

**Clause 7 - Permanent Firefighters - Pensions for "on Duty" Death and Total and Permanent Incapacity**

7.1 In the case of those permanent firefighters who contribute to the Death and Disability Superannuation Fund in accordance with subclauses 5.1, 5.2 or 5.3 of this Award, a pension in accordance with this subclause shall be payable from that Fund in the event that an on duty injury results in a permanent firefighter's death or a permanent firefighter suffering total and permanent incapacity.

7.2 In the event that an on duty injury results in the death or total and permanent incapacity of a permanent firefighter for whom the Death and Disability Superannuation Fund is receiving contributions pursuant to subclause 5.4, a lump sum payment of \$13,000 shall be paid from that Fund to the permanent firefighter or his/her estate.

7.3

7.3.1 A permanent firefighter who becomes totally and permanently incapacitated shall be paid a fortnightly pension calculated in accordance with subclause 7.3.2.

7.3.2 Pension =  $\{S/260 + (9 \times N)\} \times \$5.50$

Where

S means the permanent firefighter's salary on his/her last day of service with the NSW Fire Brigades

N is the number derived from the calculation of a/b where:

a is the last published Consumer Price Index (All Groups) for Sydney; and

b is:

(a) the number 56.45; or

(b) if the Australian Statistician changes the reference base for the Consumer Price Index (All Groups Index) for Sydney, the number used in SSS.

Where the result of the calculation  $\{S/260 + (9 \times N)\}$  is not a whole number the result is to be rounded up to the next whole number.

7.3.3 The fortnightly pension payable to the spouse of a permanent firefighter who, whilst still employed, dies as a consequence of an on-duty injury shall be two-thirds of the fortnightly pension that would have been payable to the permanent firefighter as calculated in accordance with subclause 7.3.2 above.

7.3.4 The fortnightly pension payable to the spouse of a former permanent firefighter who dies while receiving a pension under this Award shall be two-thirds of that former permanent firefighter's pension at the time of death.

7.3.5 Children's pensions are payable on the same basis as in SSS.

7.3.6 Pensions may be commuted on the same basis as applicable to SSS pensions.

7.3.7 The provisions of the other subclauses of this clause shall not apply in the event that an on duty injury results in the death of a permanent firefighter who does not have a spouse at the time of his or her death. In such cases, the permanent firefighter's death shall, for the purposes of this Award, be treated as if it was the result of an off duty injury and a lump sum payment shall be paid from the Death and Disability Superannuation Fund in accordance with subclause 8.2 of this Award, provided that if the age of the permanent firefighter at the time of his/her death was 65 years or more, then the benefit shall be a lump sum payment equivalent to the permanent firefighter's salary.

- 7.3.8 A minimum guaranteed lump sum benefit is payable in the same circumstances as prescribed in section 31A of the *Superannuation Act* 1916, but the "minimum benefit" as defined in section 31A(7) will not apply and for the purposes of this Award the minimum benefit shall be the amount of the offset as calculated under the Award.
- 7.3.9 The value of a primary or reversionary pension is subject to reduction as determined by the actuary where the relevant offset amount prescribed by subclause 7.4 is not paid into the Death and Disability Superannuation Fund.
- 7.3.10 To avoid doubt, the pensions payable under this clause shall be paid for the life of the pensioner and indexed on the same basis as SSS pensions.
- 7.4 In the case of pensions payable under subclause 7.3, the following offsets shall be applicable:
- 7.4.1 For non-SASS members, the offset shall be an amount that the actuary calculates as representing the compulsory employer contributions made by the NSW Fire Brigades in respect of the permanent firefighter plus interest on that amount.
- 7.4.2 For SASS members, the offset equals the total of the SASS employer-financed benefit and the SANCS benefit.

**Clause 8 - Permanent Firefighters - Lump Sum Payments for "Off Duty" Death and Total and Permanent Incapacity**

- 8.1 The lump sum payments prescribed by this clause are payable from the Death and Disability Superannuation Fund.
- 8.2 In the event that an off duty injury results in the death or total and permanent incapacity of a permanent firefighter who contributes to the Death and Disability Superannuation Fund in accordance with subclauses 5.1, 5.2 or 5.3 of this Award, a lump sum payment in accordance with the scale set out in subclause 8.4 of this Award shall be paid to the permanent firefighter or his/her estate.
- 8.3 In the event that an off duty injury results in the death or total and permanent incapacity of a permanent firefighter of less than 65 years of age for whom the Death and Disability Superannuation Fund is receiving contributions pursuant to subclause 5.4, a lump sum payment of \$13,000 shall be paid to the permanent firefighter or his/her estate.
- 8.4 For the purposes of this subclause, a permanent firefighter's age shall be his/her age at the time of his/her death or at the date that he/she ceases to be employed by the NSW Fire Brigades or at such earlier date as may be determined by the Trustee of the Death and Disability Superannuation Fund.

Age	Lump Sum
Less than 61 years of age	\$310,000
At age 61 to less than 62 years of age	\$248,000
At age 62 to less than 63 years of age	\$186,000
At age 63 to less than 64 years of age	\$124,000
At age 64 to less than 65 years of age	\$62,000

**Clause 9 - Rehabilitation and Retraining and Lump Sum Payments for Permanent Firefighters Who Suffer Partial and Permanent Incapacity**

- 9.1 The lump sum payments prescribed by this clause are payable by way of compensation for loss of earning capacity caused by the partial and permanent incapacity by the NSW Fire Brigades.
- 9.2 A permanent firefighter who suffers partial and permanent incapacity as the result of an on duty injury shall receive extensive rehabilitation/retraining for up to two years, leading to redeployment to alternative duties. If redeployment within the NSW Fire Brigades is not possible, the employment of the



firefighter may be terminated and, in such circumstances, the firefighter shall receive a lump sum payment in accordance with Annexure A to this Award.

- 9.3 A permanent firefighter who suffers partial and permanent incapacity as the result of an off duty injury shall receive extensive rehabilitation/retraining for up to two years, leading to redeployment to alternative duties. Such a firefighter shall not be entitled to any benefit conferred by the provisions of the *Workers Compensation Act 1987* or the *Workplace Injury Management and Workers Compensation Act 1998* unless that benefit is conferred upon the firefighter by such statutes. If redeployment within the NSW Fire Brigades is not possible, the employment of the firefighter may be terminated. If such termination occurs prior to the expiry of the two years of rehabilitation/retraining, the firefighter shall be paid a lump sum payment equivalent to the unexpired portion of the two years full pay or full pay to age 60 (whichever is the lesser).
- 9.4 The objective of the rehabilitation/retraining programme, which is to be on full pay, is to place every permanent firefighter who suffers partial and permanent incapacity in a suitable position within the NSW Fire Brigades. All reasonable efforts will be made by the NSW Fire Brigades to ensure that a permanent firefighter who suffers partial and permanent incapacity is so placed, including by identifying potential employment opportunities as soon as practicable and directing the rehabilitation/retraining programme to that end, and in consultation with the firefighter concerned and the FBEU (unless the firefighter expressly declines to agree to the FBEU being informed).
- 9.5 Where the NSW Fire Brigades believes that, notwithstanding every reasonable effort to the contrary, a suitable position may not be found for a permanent firefighter who, by reason of his or her partial and permanent incapacity, is undergoing the rehabilitation/retraining programme, the firefighter concerned and the FBEU (unless the firefighter expressly declines to agree to the FBEU being informed) shall be informed at the earliest possible opportunity.
- 9.6 An incapacitated firefighter's employment will not be terminated because of the lack of a suitable position within the NSW Fire Brigades without the firefighter's consent. In the event that the firefighter does not consent, an adequate opportunity will be given to the firefighter concerned and the FBEU (unless the firefighter expressly declines to agree to the FBEU being informed) to consider the NSW Fire Brigades' opinion that no suitable position is available and to put that opinion into dispute in accordance with the dispute resolution clause in this Award.
- 9.7 The parties agree that it is anticipated that the rehabilitation/retraining programme and forward planning associated with the programme will minimise the likelihood that any incapacitated firefighter will be terminated because at the end of the rehabilitation/retraining programme, a suitable position is not available.

#### **Clause 10 - Retained Firefighters - Pensions for "on Duty" Death and Total and Permanent Incapacity**

- 10.1 Retained firefighters who, by virtue of their primary employment, are already members of SSS, PSS, the LGSS or EISS Division D "Defined Benefit Scheme", the JPS, PCSF (or such other public sector defined benefit schemes as agreed between the parties) or who are LGSS or EISS Division B "Retirement Scheme" members with additional benefit cover or who are SASS members with additional benefit cover or who are eligible for benefits prescribed in the Police Death and Disability Award shall not be entitled to the benefits set out at subclause 10.3. A lump sum payment of \$13,000 shall be paid to such retained firefighters or their estate in the event that an on duty injury results in their death or their suffering total and permanent incapacity.
- 10.2 In the case of retained firefighters who contribute to the Death and Disability Superannuation Fund (other than those referred to in subclause 10.1) a pension in accordance with this subclause shall be payable from that Fund in the event that an on duty injury results in their death or their suffering total and permanent incapacity.
- 10.3
- 10.3.1 A retained firefighter who becomes totally and permanently incapacitated shall be paid a fortnightly pension calculated in accordance with subclause 10.3.2.

10.3.2 Pension =  $\{S/260 + (9 \times N)\} \times \$5.50$

Where

S means the retained firefighter's deemed salary on his/her last day of service with the NSW Fire Brigades

N is the number derived from the calculation of a/b where:

a is the last published Consumer Price Index (All Groups) for Sydney; and

b is:

(a) the number 56.45; or

(b) if the Australian Statistician changes the reference base for the Consumer Price Index (All Groups Index) for Sydney, the number used in SSS.

Where the result of the calculation  $\{S/260 + (9 \times N)\}$  is not a whole number the result is to be rounded up to the next whole number.

10.3.3 The fortnightly pension payable to the spouse of a retained firefighter who, whilst still employed, dies as a consequence of an on-duty injury shall be two-thirds of the fortnightly pension that would have been payable to the retained firefighter as calculated in accordance with subclause 10.3.2 above.

10.3.4 The fortnightly pension payable to the spouse of a former retained firefighter who dies while receiving a pension under this Award shall be two-thirds of that former retained firefighter's pension at the time of death.

10.3.5 Children's pensions are payable on the same basis as in SSS.

10.3.6 Pensions may be commuted on the same basis as applicable to SSS pensions.

10.3.7 The provisions of the other subclauses of this clause shall not apply in the event that an on duty injury results in the death of a retained firefighter who does not have a spouse at the time of his or her death. In such cases, the retained firefighter's death shall, for the purposes of this Award, be treated as if it was the result of an off duty injury and a lump sum payment shall be paid from the Death and Disability Superannuation Fund in accordance with subclause 11.2 of this Award, provided that if the age of the retained firefighter at the time of his/her death was 65 years or more, then the benefit shall be a lump sum payment equivalent to the retained firefighter's deemed salary.

10.3.8 A minimum guaranteed lump sum benefit is payable in the same circumstances as prescribed in section 31A of the *Superannuation Act* 1916, but the "minimum benefit" as defined in section 31A(7) will not apply and for the purposes of this Award the minimum benefit shall be the amount of the offset as calculated under the Award.

10.3.9 The value of a primary or reversionary pension is subject to reduction as determined by the actuary where the relevant offset amount prescribed by subclause 10.4 is not paid into the Death and Disability Superannuation Fund.

10.3.10 To avoid doubt, the pensions payable under this clause shall be paid for the life of the pensioner and indexed on the same basis as SSS pensions.

10.4 In the case of pensions payable under subclause 10.3, the offset shall be an amount that the actuary calculates as representing the compulsory employer contributions made by the NSW Fire Brigades in respect of the retained firefighter plus interest on that amount.

**Clause 11 - Retained Firefighters - Lump Sum Payments for "Off Duty" Death and Total and Permanent Incapacity**

- 11.1 The lump sum payments prescribed by this clause are payable from the Death and Disability Superannuation Fund.
- 11.2 Subject to subclause 11.4, in the event that an off duty injury results in the death or total and permanent incapacity of a retained firefighter, a lump sum payment in accordance with the scale set out in subclause 11.3 shall be paid to the retained firefighter or his/her estate.
- 11.3 For the purposes of this subclause, a retained firefighter's age shall be his/her age at the time of his/her death or at the date that he/she ceases to be employed by the NSW Fire Brigades or at such earlier date as may be determined by the Trustee of the Death and Disability Superannuation Fund.

Age	Lump Sum
Less than 61 years of age	\$310,000
At age 61 to less than 62 years of age	\$248,000
At age 62 to less than 63 years of age	\$186,000
At age 63 to less than 64 years of age	\$124,000
At age 64 to less than 65 years of age	\$62,000

- 11.4 Retained firefighters who, by virtue of their primary employment, are already members of SSS, PSS, the LGSS or EISS Division D "Defined Benefit Scheme", the JPS, PCSF (or such other public sector defined benefit schemes as agreed between the parties) or who are LGSS or EISS Division B "Retirement Scheme" members with additional benefit cover or who are SASS members with additional benefit cover or who are eligible for benefits prescribed in the Police Death and Disability Award shall not be entitled to the benefits set out at subclause 11.3. A lump sum payment of \$13,000 shall be paid to such retained firefighters or their estate in the event that an off duty injury results in their death or their suffering total and permanent incapacity.

**Clause 12 - Lump Sum Payments for Retained Firefighters Who Suffer Partial and Permanent Incapacity**

- 12.1 The lump sum payments prescribed by this clause are payable by the NSW Fire Brigades.
- 12.2 The NSW Fire Brigades may terminate the employment of a retained firefighter who suffers partial and permanent incapacity. An adequate opportunity will be given to the retained firefighter concerned and the FBEU (unless the firefighter expressly declines to agree to the FBEU being informed) to consider the NSW Fire Brigades' intention to terminate the employment of a retained firefighter.
- 12.3 In the event that the employment of a retained firefighter is terminated because the firefighter suffers partial and permanent incapacity, the firefighter shall be paid a lump sum payment, by way of compensation for loss of earning capacity caused by the partial and permanent incapacity, in accordance with this clause.
- 12.4 A retained firefighter whose employment is terminated because the retained firefighter suffers partial and permanent incapacity as the result of an on duty injury shall be paid a lump sum payment in accordance with Annexure A to this Award with salary to be determined as follows:
- 12.4.1 where there is a loss of NSW Fire Brigades employment only - on the basis of the retained firefighter's actual retained earnings;
- 12.4.2 where there is a loss of NSW Fire Brigades employment and the retained firefighter's primary employment - on the basis of the retained firefighter's deemed salary on the date that he/she ceases to be employed by the NSW Fire Brigades.
- 12.5 A retained firefighter whose employment is terminated because the retained firefighter suffers partial and permanent incapacity as the result of an off duty injury shall be paid a lump sum payment

equivalent to two years of the retained firefighter's actual retained earnings, or actual retained earnings to age 60 (whichever is the lesser).

#### **Clause 13 - Assessment of Entitlement to Benefits**

- 13.1 Entitlement to the benefits to be provided by the NSW Fire Brigades pursuant to this Award shall be assessed through a mechanism to be agreed between the parties. The mechanism shall provide that any dispute as to the entitlement of a firefighter may be referred to the Industrial Relations Commission of New South Wales for final determination.
- 13.2 Entitlement to receive a pension or lump sum benefit from the Death and Disability Superannuation Fund shall be assessed in accordance with relevant Commonwealth legislation and the terms of the trust deed by which the Fund is created.
- 13.3 To avoid doubt, a firefighter can receive either a total and permanent incapacity benefit, or a partial and permanent incapacity benefit, but not both.
- 13.4 Subject to subclause 13.2, any dispute as to the entitlement to receive a pension or lump sum payment from the Death and Disability Superannuation Fund or any other dispute arising under or regarding the application of this Award may be referred to the Industrial Relations Commission of New South Wales for final determination.

### **PART C**

#### **HEALTH AND FITNESS PROGRAMME**

##### **Clause 14 - Health and Fitness**

- 14.1 The parties agree and accept the need for a compulsory health and fitness programme that is underpinned by practical support, education and assistance programmes provided by the NSW Fire Brigades.
- 14.2 The parties agree to develop and implement a health and fitness programme in circumstances in which a member of the Industrial Relations Commission will oversight their progress and set appropriate time frames, subject to the proviso that the parties specifically agree to the inclusion of a sub-clause in the following terms:

"A firefighter who fails to meet the prescribed health and fitness standards will be given an appropriate period of time, as determined on medical advice, to achieve the level of health and fitness required. Subsequently, a firefighter who fails the medical reassessment or who is deemed on medical advice not capable of regaining or maintaining an acceptable level of fitness will be rehabilitated to another position in accordance with the NSW Fire Brigades policy."
- 14.3 Negotiations will also commence on a proposed return to work policy, which shall include agreed alternative duties provisions. The content of any NSW Fire Brigades policy in this regard will form part of health and fitness negotiations.
- 14.4 Health and fitness standards will be subject to negotiation and agreement, but shall apply to all firefighters with no distinction based upon rank.

**PART D****GRIEVANCE MECHANISM, ANTI-DISCRIMINATION, LEAVE RESERVED AND AREA,  
INCIDENCE, DURATION AND PARTIES BOUND****Clause 15 - Grievance Mechanism**

If an issue gives rise to a dispute it shall be dealt with in accordance with the Dispute Avoidance Procedures in Clause 35 of the Crown Employees (NSW Fire Brigades Permanent Firefighting Staff) Award 2008.

**Clause 16 - Anti-Discrimination**

- 16.1 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.
- 16.2 It follows that in fulfilling their obligations under clause 15 of 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 an application to vary any provision of this Award, which by its terms or operation, has direct or indirect discriminatory effect.
- 16.3 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.
- 16.4 Nothing in this clause is taken to affect any conduct or act which is specifically exempted from anti-discrimination legislation; offering or providing junior rates of pay to persons under 21 years of age; any act or practice of a body established to propagate religion which is exempted under section 56(d) of the *Anti-Discrimination Act 1977*; and/or a party to this Award from pursuing matters of unlawful discrimination in any State or Federal jurisdiction.
- 16.5 This clause does not create legal rights or obligations in addition to those imposed upon the parties by legislation referred to in this clause.

**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.”

**Clause 17 - Leave Reserved**

Leave is reserved to the parties generally to apply as they may be advised in respect of:

- 17.1 any adjustment under Commonwealth legislation governing superannuation which alters preservation rights at age 60 or in the event that any legislative change necessary for the implementation of this Award does not occur;
- 17.2 the definition of "actual retained earnings" at Clause 3; and
- 17.3 Clause 9 - Rehabilitation and Retraining and Lump Sum Payments for Permanent Firefighters who suffer Partial and Permanent Incapacity.

**Clause 18 - Area, Incidence, Duration and Parties Bound**

- 18.1 This Award shall apply to all permanent firefighters and retained firefighters, as defined in Clause 3, Definitions, who are employed by the NSW Fire Brigades.
- 18.2 This Award shall rescind and replace the Crown Employees (NSW Fire Brigades Firefighting Staff Death and Disability) Award 2006 published 30 March 2007 (362 I.G. 302).
- 18.3 This Award shall be binding upon the FBEU and the NSW Fire Brigades.
- 18.4 This Award shall take effect on and from 22 March 2009 and shall remain in force until 21 March 2012.

**ANNEXURE A****PARTIAL AND PERMANENT INCAPACITY BENEFITS PAYMENT SCALE**

Age at termination	Benefit as multiple of salary
20	8.33
21	8.22
22	8.11
23	7.99
24	7.87
25	7.75
26	7.62
27	7.49
28	7.35
29	7.21
30	7.07
31	6.92
32	6.76
33	6.61
34	6.44
35	6.28
36	6.11
37	5.93
38	5.75
39	5.56
40	5.36
41	5.16
42	4.96
43	4.75
44	4.53
45	4.30
46	4.07
47	3.83
48	3.59
49	3.34
50	3.08
51	2.81
52	2.53
53	2.25
54	1.95
55	1.65

56	1.34
57	1.02
58	0.69
59	0.35
60	0.00

T. M. KAVANAGH *J*

---

Printed by the authority of the Industrial Registrar.

**DAIRYING INDUSTRY EMPLOYEES (STATE) AWARD**

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

Application by The Australian Workers' Union, New South Wales, Industrial Organisation of Employees.

(No. IRC 67 of 2009)

Before Commissioner Ritchie

20 February 2009

**VARIATION**

1. Delete subclause (f) of clause 3, Wages, of the award published 4 May 2001 (324. I.G. 474), and insert in lieu thereof the following:
  - (f) State Wage Case adjustment- The rates of pay in this award include the adjustments payable under the State Wage Case 2006. These adjustments may be offset against:
    - (i) any equivalent overaward payments, and/or
    - (ii) award wage increases since 29 May 1991 other than safety net, State Wage Case, and minimum rates adjustments.

2. Delete subparagraphs (a) and (b) of paragraph (e) of subclause (g) Wages of clause 27, Training Wage, and insert in lieu thereof the following:

Wage Rates for Certificate IV Traineeships

- (a) Trainees undertaking an AQF IV traineeship shall receive the relevant weekly wage rate for AQF III trainees at Industry/Skill Levels A,B, or C as applicable with the addition of 3.8 per cent of that wage rate.
- (b) An adult trainee who is undertaking a traineeship for an AQF IV qualification shall receive the following weekly wage as applicable based on the allocation of AQF III qualifications:

First Year of Traineeship	Second Year of Traineeship
\$	\$
487.00	506.00

3. Delete Table 4 - Training Wage Rates, of Part B, Monetary Rates, and insert in lieu thereof the following:

**Table 4 - Training Wage Rates - Industry/Skill Level C**

- (a) The following Traineeships shall be paid in accordance with Table 4 below:

Rural Skills (Dairy Production) Certificate II

Rural Skills (Dairy Production) Certificate III

Rural Skills (Milk Harvesting) Certificate II

Rural Skills (Milk Harvesting) Certificate III

Where the accredited training course and work performed are for the purpose of generating skills which have been defined for work at Skill Level C.



	Highest year of schooling completed		
	Year 10 \$	Year 11 \$	Year 12 \$
School leaver	229.00	252.00	289.00
Plus 1 year out of school	252.00	289.00	325.00
Plus 2 years	289.00	325.00	363.00
Plus 3 years	325.00	363.00	406.00

The average proportion of time spent in structured training which has been taken into account in setting the above rates is 20 per cent.

Notation: - The parties to this award have agreed that the above rates shall be adjusted from time to time by the quantum of the increases awarded to Industry/Skill Level C rates in the National Training Wage Award 2000, as varied, or any successor industrial instrument.

- (b) See subparagraph (e) of subclause (g) of clause 27, Training Wage for trainees undertaking the following AQF IV traineeships: -

Rural Skills (Dairy Production) Certificate IV

Rural Skills (Milk Harvesting) Certificate IV

4. This variation shall take effect from the first full pay period to commence on or after 20 February 2009.

D.W. RITCHIE, Commissioner

---

Printed by the authority of the Industrial Registrar.

**DAIRYING INDUSTRY EMPLOYEES (STATE) AWARD**

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

Application by The Australian Workers' Union, New South Wales, Industrial Organisation of Employees.

(No. IRC 67 of 2009)

Before Commissioner Ritchie

20 February 2009

**VARIATION**

1. Delete subclause (f) of clause 3, Wages, of the award published 4 May 2001 (324. I.G. 474), and insert in lieu thereof the following:
  - (f) State Wage Case adjustment- The rates of pay in this award include the adjustments payable under the State Wage Case 2007. These adjustments may be offset against:
    - (i) any equivalent overaward payments, and/or
    - (ii) award wage increases since 29 May 1991 other than safety net, State Wage Case, and minimum rates adjustments.

2. Delete subparagraphs (a) and (b) of paragraph (e) of subclause (g) Wages of clause 27, Training Wage, and insert in lieu thereof the following:

Wage Rates for Certificate IV Traineeships

- (a) Trainees undertaking an AQF IV traineeship shall receive the relevant weekly wage rate for AQF III trainees at Industry/Skill Levels A,B, or C as applicable with the addition of 3.8 per cent of that wage rate.
- (b) An adult trainee who is undertaking a traineeship for an AQF IV qualification shall receive the following weekly wage as applicable based on the allocation of AQF III qualifications:

First Year of Traineeship	Second Year of Traineeship
\$	\$
503.00	522.00

3. Delete Table 4 - Training Wage Rates, of Part B, Monetary Rates, and insert in lieu thereof the following:

**Table 4 - Training Wage Rates - Industry/Skill Level C**

- (a) The following Traineeships shall be paid in accordance with Table 4 below:

Rural Skills (Dairy Production) Certificate II

Rural Skills (Dairy Production) Certificate III

Rural Skills (Milk Harvesting) Certificate II

Rural Skills (Milk Harvesting) Certificate III

Where the accredited training course and work performed are for the purpose of generating skills which have been defined for work at Skill Level C.

	Highest year of schooling completed		
	Year 10 \$	Year 11 \$	Year 12 \$
School leaver	237.00	261.00	300.00
Plus 1 year out of school	261.00	300.00	338.00
Plus 2 years	300.00	338.00	377.00
Plus 3 years	338.00	377.00	422.00

The average proportion of time spent in structured training which has been taken into account in setting the above rates is 20 per cent.

Notation: - The parties to this award have agreed that the above rates shall be adjusted from time to time by the quantum of the increases awarded to Industry/Skill Level C rates in the National Training Wage Award 2000, as varied, or any successor industrial instrument.

- (b) See subparagraph (e) of subclause (g) of clause 27 Training Wage for trainees undertaking the following AQF IV traineeships: -

Rural Skills (Dairy Production) Certificate IV

Rural Skills (Milk Harvesting) Certificate IV

4. This variation shall take effect from the first full pay period to commence on or after 20 August 2009.

D.W. RITCHIE, Commissioner

---

Printed by the authority of the Industrial Registrar.

**DAIRYING INDUSTRY EMPLOYEES (STATE) AWARD**

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

Application by The Australian Workers' Union, New South Wales, Industrial Organisation of Employees.

(No. IRC 67 of 2009)

Before Commissioner Ritchie

20 February 2009

**VARIATION**

1. Delete subclause (f) of clause 3, Wages, of the award published 4 May 2001 (324. I.G. 474), and insert in lieu thereof the following:
  - (f) State Wage Case adjustment- The rates of pay in this award include the adjustments payable under the State Wage Case 2008. These adjustments may be offset against:
    - (i) any equivalent overaward payments, and/or
    - (ii) award wage increases since 29 May 1991 other than safety net, State Wage Case, and minimum rates adjustments.

2. Delete subparagraphs (a) and (b) of paragraph (e) of subclause (g) Wages of clause 27, Training Wage, and insert in lieu thereof the following:

Wage Rates for Certificate IV Traineeships

- (a) Trainees undertaking an AQF IV traineeship shall receive the relevant weekly wage rate for AQF III trainees at Industry/Skill Levels A,B, or C as applicable with the addition of 3.8 per cent of that wage rate.
- (b) An adult trainee who is undertaking a traineeship for an AQF IV qualification shall receive the following weekly wage as applicable based on the allocation of AQF III qualifications:

First Year of Traineeship	Second Year of Traineeship
\$	\$
523.00	543.00

3. Delete Table 4 - Training Wage Rates, of Part B, Monetary Rates, and insert in lieu thereof the following:

**Table 4 - Training Wage Rates - Industry/Skill Level C**

- (a) The following Traineeships shall be paid in accordance with Table 4 below:

Rural Skills (Dairy Production) Certificate II

Rural Skills (Dairy Production) Certificate III

Rural Skills (Milk Harvesting) Certificate II

Rural Skills (Milk Harvesting) Certificate III

Where the accredited training course and work performed are for the purpose of generating skills which have been defined for work at Skill Level C.

	Highest year of schooling completed		
	Year 10 \$	Year 11 \$	Year 12 \$
School leaver	246.00	271.00	312.00
Plus 1 year out of school	271.00	312.00	352.00
Plus 2 years	312.00	352.00	392.00
Plus 3 years	352.00	392.00	439.00

The average proportion of time spent in structured training which has been taken into account in setting the above rates is 20 per cent.

Notation: - The parties to this award have agreed that the above rates shall be adjusted from time to time by the quantum of the increases awarded to Industry/Skill Level C rates in the National Training Wage Award 2000, as varied, or any successor industrial instrument.

- (b) See subparagraph (e) of subclause (g) of clause 27 Training Wage for trainees undertaking the following AQF IV traineeships: -

Rural Skills (Dairy Production) Certificate IV

Rural Skills (Milk Harvesting) Certificate IV

4. This variation shall take effect from the first full pay period to commence on or after 20 February 2010.

D.W. RITCHIE, Commissioner

---

Printed by the authority of the Industrial Registrar.

## DRAUGHTING EMPLOYEES, PLANNERS, TECHNICAL EMPLOYEES, &c. (STATE) AWARD

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

Application by Automotive, Food, Metals, Engineering, Printing and Kindred Industries Union, New South Wales Branch, Industrial Organisation of Employees.

(No. IRC 1960 of 2008)

Before Commissioner Cambridge

24 October 2008

### VARIATION

1. Delete paragraph (c) Schedule of Rates of Pay, and paragraph (e) State Wage Case Adjustments, of clause 5.1 Classifications and Rates of Pay of the award published 9 May 2008 (365 I.G. 1457) and insert in lieu thereof the following:

5.1 Classifications and Rates of Pay

(c) Schedule of Rates of Pay

Wage Group	Base Rate Per Week \$	Supplementary Payment Per Week \$	SWC Adjustments	Weekly Award Rate \$	Hourly Rate \$
Level C14	284.80	40.60	227.30	552.70	14.54
Level C13	299.50	42.60	220.60	562.70	14.81
Level C12	319.20	45.40	221.50	586.10	15.42
Level C11	337.40	48.10	222.40	607.90	16.00
Level C10	365.20	52.00	225.70	642.90	16.92
Level C9	383.50	54.60	226.60	664.70	17.49
Level C8	401.70	57.20	227.40	686.30	18.06
Level C7	420.00	59.80	226.20	706.00	18.58
Level C6	456.50	65.00	227.80	749.30	19.72
Level C5	474.80	67.60	228.70	771.10	20.29
Level C4	493.00	70.20	229.50	792.70	20.86
Level C3	529.50	75.40	231.20	836.10	22.00
Level C2(a)	547.80	78.00	232.00	857.80	22.57
Level C2(b)	584.30	83.20	229.50	897.00	23.61
Level C1(a)	657.40	93.60	232.80	983.80	25.89
Level C1(b)	766.90	109.20	237.80	1113.90	29.31

(e) State Wage Case Adjustments

The rates of pay in this award include the adjustments payable under the State Wage Case 2008. These adjustments may be offset against:

- (a) any equivalent overaward payments, and/or
- (b) award wage increases since 29 May 1991 other than safety net, State Wage Case, and minimum rates adjustments.

2. Delete subclause 5.3.1 of clause 5.3, Apprentice Rates of Pay, and insert in lieu thereof the following:

5.3.1

Column 1	Column 2	Column 3	Column 4
4 year terms apprenticeship	Percentage of C10 Weekly Rate	Total Rate per week \$	Hourly Rate \$
First Year	42	270.00	7.11
Second Year	55	353.60	9.31
Third Year	75	482.70	12.69
Fourth Year	88	565.75	14.89

3. Delete clause 5.4, Junior Tracer Rates of Pay, and insert in lieu thereof the following:

**5.4. Junior Tracer Rates of Pay**

- 5.4.1 The minimum weekly wage rates for Junior Tracers shall be:

Column 1	Column 2	Column 3
Year of Age	Percentage of C12 Weekly Rate %	Total Rate per week \$
16 years of age and under	54	316.50
At 17 years of age	59	345.80
At 18 years of age	67	392.70
At 19 years of age	76	445.45
At 20 years of age	83	486.45

4. Delete the amount "\$64.00" appearing in subclause 5.6.3 of clause 5.6, Supported Wage System for People with Disabilities Classifications and insert in lieu thereof the following:

"\$69.00"

5. Delete the amount "64.00" appearing in paragraph (iii) of subclause 5.6.9 of the said clause 5.6 and insert in lieu thereof the following:

"\$69.00"

6. Delete paragraph (a) in subclause 5.7.1 of clause 5.7, Allowances and Special Rates and insert in lieu the following:

5.7.1 Allowances

- (a) Motor Allowance

Where an employee reaches agreement with their employer to use their own motor vehicle on the employer's business the employee shall be paid an allowance of .71 cents per kilometre travelled.

7. Delete the first paragraph appearing in subclause 5.7.2, Application of Technical Computing Allowance, of the said clause 5.7 and insert in lieu thereof the following:

An allowance of \$32.95 a week shall be paid to any employee who is required to use technical computing equipment (as defined) to perform work of a complex nature. Work of a complex nature includes:

8. Delete subclause 5.7.3, Checking Work Allowance, of the said clause 5.7 and insert in lieu thereof the following:

5.7.3 Checking Work Allowance

A draughting employee employed for the greater part of his/her time in checking the work of other draughting employees shall be paid \$21.70 per week in addition to the rate to which he/she otherwise is entitled under this award.

9. Delete subclause 6.5.11, Meal Allowance of clause 6.5, Overtime and insert in lieu thereof the following:

6.5.11 Meal Allowance

An employee required to work beyond two hours after the usual finishing time of work shall be paid a meal allowance of \$10.90 for the first and each subsequent meal, or be provided with an adequate meal where the employer has his/her own cooking and dining facilities.

10. This variation shall take effect from the beginning of the first pay period on or after 24 October 2008.

I. W. CAMBRIDGE, Commissioner

---

Printed by the authority of the Industrial Registrar.



(349)

SERIAL C7027

## GENERAL CONSTRUCTION AND MAINTENANCE, CIVIL AND MECHANICAL ENGINEERING, &c. (STATE) AWARD

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

Application by The Australian Workers' Union, New South Wales, Industrial Organisation of Employees.

(No. IRC 258 of 2009)

Before Commissioner Macdonald

24 March 2009

### VARIATION

1. Delete subclause (v) of clause 3, Wages of the award published 24 March 2006 (358 I.G. 449), and insert in lieu thereof the following:
  - (v) The rates of pay in this award include the adjustments payable under the State Wage Case 2008. These adjustments may be offset against:
    - (a) any equivalent overaward payments; and/or
    - (b) award wage increases since 29 May 1991 other than safety net, State Wage Case, and minimum rates adjustments.
  
2. Delete Part B, Monetary Rates, and insert in lieu thereof the following:

### PART B

#### MONETARY RATES

**Table 1 - Classifications and Rates of Pay**

Section 1 - Daily Hire Classifications	The rates of pay in these columns have been calculated on the basis that the industry allowance, follow the job loading, sick leave allowance and travel pattern loading are applicable. Where these amounts are not applicable, hourly rates of pay should be calculated in accordance with Clause 3 - Wages.		
Classification	Base Weekly Rate	All Purpose Daily Hire Hourly Rate	Casual Hourly Rate
	\$	\$	\$
Civil Construction Worker - Grade 1	573.40	17.24	20.69
Civil Construction Worker - Grade 1 is comprised of the following classifications:  Construction Worker, Other Adzeperson, augerperson or sawperson Assistant depotperson Axeperson Ballast - labourer discharging from punt Bridge foundations - labourer engaged in boring for (except machine person) Compressed and/or mastic asphalt labourer;			

<p>Caulker                  Crusher feeder and sand roller attendant                  Divers' pumper                  Flying fox - labourer                  Forest devil - labourer                  Incinerator attendant (Cockatoo Dockyard)                  Labourer destroying rabbits (if required to provide transport \$1.55 per day extra and \$1.11 cents per week extra shall be paid for each dog not exceeding two dogs)                  Pole erecting - labourers erecting telegraph poles, electric lights and/or power poles                  Signalperson - cable way                  Turfing, cutting and/or laying - including landscaping on civil engineering construction - labourers engaged in                  Underground Trench &amp; Excavation                  Trench labourer 0.9m-3m (when required to use pneumatic machines shall be paid at least machine person's rates)                  Irrigation                  Labourer - boring test or other holes by hand                  Labourer cutting noxious weeds with hoe</p>			
<p>Layer-on of hot mastic asphalt compounds in supply channels, expansion joints or cracks in concrete channels                  Maintenance persons - in channels                  Painter or layer of bitumen, colfix, laykol or any similar substance                  Railway Construction - Group (A):                  Back Bolter                  Boxer-up                  Brakesperson, spragger or spragsperson                  Cutting and/or breaking rails - labourer                  Erector of grade indicators                  Fettler                  Heelperson                  Jackperson (two to be paid alike)                  Labourer erecting stanchions for the overhead wiring for railways and tramways                  Linker-in                  Leverperson                  Loading, unloading and/or stacking rails and/or sleepers and/or new material - labourer                  Packer on metal roads and/or in yards                  Packers (two) with leverperson on metal roads and/or in yards in gangs of eight or more employees                  Packers (two) with leverpersons on muck roads in gangs of eight or more employees                  Punchperson, hydraulic and/or crowperson                  Rail pressing - labourer                  Rail Protection Officer - Level 1                  Re-railing and/or re-sleepering - labourer                  Sleeper spacer and squarer                  Straightening gang - labourer in                    Road Construction and Maintenance                  Tar and/or bituminous labourer - other</p>			

<p>Land and Water Conservation &amp; Irrigation Labourer cleaning silt pits-irrigation area</p> <p>Cylinder Sinking Employees working in cylinders or caissons with or without air pressure excavating earth other than rock, concrete, sandstone and/or strata other than earth less than 6.1 metres deep (26 cents per shift extra for each additional 6.1 metres of depth or part thereof) Cylinder sinking - Benoto process - attendant</p>			
Civil Construction Worker - Grade 2	581.30	17.46	20.95
<p>Civil Construction Worker - Grade 2 is comprised of the following classifications Railway Construction - Group (B): Fastener, fisher-up and/or ratchet borer Lifting ganger's offsider Rail Protection Officer - Level 2 Rail welder's assistant</p> <p>Road Construction &amp; Maintenance Maintenance labourer Bituminous gang labourer</p>			
<p>All other attendants at stone handling plant Maintenance patrolperson</p> <p>Land and Water Conservation &amp; Irrigation Helper - Hand Boring Plant Test Well Borer</p> <p>Construction Worker, Other Bankperson - in connection with dredges including employees laying or removing pipes between dredge and shore Construction Worker Group 1 Amenities attendant (including camp) Sanitary and/or garbage labourer Clerical work - labourer Labourer tarring bridge and/or other woodwork Fencer Traffic controller General labourer - not otherwise classified Greaser Labourer - bending, reinforcing steel Labourer - planting, spraying and/or lopping trees Labourer - loading, unloading and/or stacking materials other than cement Machineperson's assistant Motor and/or pump attendant Pile driver - topperson Pile pointer, ringer and/or shoer Scabblor Temporary building - labourer erecting Tipperson and/or loading tallyperson Tradeperson's labourer - on construction work Cylinder Sinking Air Lock Attendant</p>			

Civil Construction Worker - Grade 3	610.10	18.24	21.89
<p>Civil Construction Worker - Grade 3 is comprised of the following classifications:</p> <p>Construction Worker, Other</p> <p>Barring down - labourers</p> <p>Bridge carpenters' labourer (including demolition work)</p> <p>Diver's Attendant</p> <p>Laboratory testing assistant</p> <p>Pipe - cement monier and/or concrete - labourer engaged in the manufacture of</p> <p>Pipe layer and/or joiner</p> <p>Pipe liner hand working inside pipe</p> <p>Sand blast operator</p> <p>Underground &amp; Trench Excavation</p> <p>Trench labourer 3m - 6m</p> <p>Irrigation</p> <p>Labourer using hand trowels on cement or concrete channels</p> <p>Labourer using shovel for constructing cement channels - known as laying on</p>			
<p>Road Construction and Maintenance</p> <p>Manual kerb extruding machine operator</p> <p>Labourers engaged in the erection and placement of steel wire mattresses</p> <p>Labourers engaged in the erection, placement and repairs of permanent safety crash barriers</p> <p>Land &amp; Water Conservation &amp; Irrigation</p> <p>Spray Operator</p> <p>Railway Construction - Group I:</p> <p>Leader linker-in</p> <p>Rail Protection Officer - Level 3</p> <p>Rail welder</p> <p>Operators of track laying renewal machines as follows:</p> <p>(i) Sleeper gantry operator</p> <p>(ii) Sleeper feed operator</p> <p>(iii) Sleeper pick-up operator</p> <p>(iv) Rail alignment operator</p> <p>Assistant operator of track tamping machine</p> <p>Operator of "Pan Driver" machine or similar</p> <p>Operator of Hi Rail vehicle</p> <p>Railway Construction - Group (D):</p> <p>Operator Ballast Regulating Machine</p> <p>Concrete Construction</p> <p>Central Mortar Batch Plant Operator (this rate is inclusive of any extra payment)</p> <p>Concrete Worker - including floater form erector and/or stripper, jazerperson and/or tamperperson, concrete cutting or drilling machine operator, kerb and/or gutter layer</p> <p>Labourer bending, reinforcing steel to pattern or plan</p>			

<p>Cement gun operator - other Assistant concrete pump operator Pressure grouter's assistant</p> <p>Construction Worker - Group 2 Bricklayer's labourer Cement - labourer loading, unloading and/or stacking Crane chaser Erector structural steel Greaser attending machinery cable way above ground level Worker - placing precast blocks and metal strips in reinforced earth constructions Machine drill and/or tool sharpener Machineperson and/or pneumatic pickperson Timberperson up to 6.1m in depth Pegperson and/or employee boning Powder monkey's assistant Preload wire winding machine operator Rigger's assistant and/or hemp rope splicer Storeperson</p>			
<p>Cylinder Sinking Employees working in cylinders or caissons with air pressure in rock, concrete, sandstone and/or strata other than earth less than 6.1 metres deep (26 cents per shift extra for each additional 6.1 metres of depth or part thereof)</p>			
<p>Civil Construction Worker - Grade 4</p>	621.90	18.56	22.27
<p>Civil Construction Worker - Grade 4 is comprised of the following classifications: Construction Worker Other Wharf Preservation Operator (this rate is inclusive of any extra payment for the use of creosote and working afloat in a scow) Concrete Construction Central concrete batch plant - weigher and batcher (this rate is inclusive of any extra payment) Cement Gun Operator - wet - underground Manhole builder Concrete finisher Concrete kerb finisher &amp; patcher (steel, wooden, rubber or mechanical trowels) Labourer placing and/or tack welding, reinforcing steel</p> <p>Pressure grouter</p> <p>Underground &amp; Trench Excavation Tunnel miner - assisting All other labour in tunnelling crew Trench labourer over 6.1 - 12.2m</p> <p>Road Construction &amp; Maintenance Hot mix plant operator, other Field assistant Storeperson Stone handling plant attendant Labourers engaged in the erection and placement of steel wire box gabions</p>			

Land and Water Conservation & Irrigation Driller - hand boring plant			
Augerperson - pneumatic or electrically powered augers and/or timber boring machines Frankipile operator Pile driver Powder monkey Scaffolder (certificated) Timberperson over 6.1m in depth Wire rope splicer (not being a certified rigger)			
Civil Construction Worker - Grade 5	637.90	18.99	22.79
Civil Construction Worker - Grade 5 is comprised of the following classifications: Construction Worker, Other Pile driver - loading on sheer legs or pile frame up to 30.5 tonnes lift Operator of mobile track drill independent rotation			
Concrete Construction Cement gun operator - dry - underground  Road Construction & Maintenance Hot mix operator - plant with capacity of under 1474.2 kg per batch Pug Mill Rated Capacity 1474.2kg per batch or equivalent Land and Water Conservation & Irrigation Gemco drill operator Trainee channel attendant  Railway Construction - Group E: Operator track tamping machine Rail Protection Officer - Level 4  Construction Worker Group 4 Dogperson Rigger (certificated) and wire rope splicer			
Civil Construction Worker - Grade 6	651.80	19.37	23.24
Civil Construction Worker - Grade 6 is comprised of the following classifications: Construction Worker Other Pile driver - loading on sheer legs or pile frame over 30.5tonnes lift Road Construction & Maintenance Pug mill rated capacity 1474.7kg but less than 6000kg Underground & Trench Excavation Tunnel miner Shaft miner Concrete liner in tunnel Mechanical miner operator			
Civil Construction Worker - Grade 7	655.90	19.48	23.38
Civil Construction Worker - Grade 7 is comprised of the following classifications: Road Construction & Maintenance			

Pug mill rated capacity of 6000kg or more Land & Water Construction & Irrigation Percussion Drill Operator - Research			
Civil Construction Worker - Grade 8	658.10	19.54	23.45
Civil Construction Worker - Grade 8 is comprised of the following classifications Construction Worker Other Labourer - using boat for the recovery of flotsam and jetsam Diver			
Civil Construction Worker - Grade 9	671.30	19.90	23.88
Civil Construction Worker - Grade 9 is comprised of the following classifications Underground & Trench Excavation Miner attending tunnel boring machine Civil Construction Worker - Grade 10	692.80	20.48	24.58
Civil Construction Worker - Grade 10 is comprised of the following classifications Underground & Trench Excavation Miner operating tunnel boring machine			

Youths	Percentage of Civil Construction Worker Grade 2 (\$581.30) %			
At 15 years of age	50.5	293.56	9.64	11.57
At 16 years of age	61.5	357.50	11.38	13.66
At 17 years of age	71.5	415.63	12.96	15.55
Section 2 - Weekly Hire Classifications	The rates of pay in these columns have been calculated on the basis that the industry allowance, sick leave allowance, and travel pattern loading are applicable. Where these amounts are not applicable, hourly rates of pay should be calculated in accordance with Clause 3- Wages.			
Classification	Base Weekly Rate	All purpose weekly hire rate hourly rate with sick leave allowance	All purpose weekly hire hourly rate without sick leave allowance	Casual Hourly Rate
	\$	\$	\$	\$
Rotary Earth Digger (auger type) Operator				
(i) >From 48.5 to 74.6kw	606.50	17.61	16.91	21.13
(ii) Over 74.6 to 111.9kw	616.50	17.88	17.18	21.46
(iii) Over 111.9kw	626.00	18.13	17.43	21.76
(iv) Assistant	552.70	16.20	15.50	19.44
Driller - Operator - Shot Drilling Machine - Large	624.50	18.09	17.39	21.71
Driller - Operator - Diamond and/or Shot Drilling Machine - Small	610.90	17.73	17.03	21.28
Driller - Operator's Assistant-Diamond and/or Shot Drilling Machine - Large	588.20	17.13	16.43	20.56
Driller - Operator's Assistant - Diamond and/or Shot				

Drilling Machine - Small	587.80	17.12	16.42	20.54
Tamrock D.H.A. 800 Drill Operator (Note: Operator setting diamonds and/or keeping safe custody of diamonds shall be paid 5 cents per hour in addition to the above rates.)	670.50	19.30	18.60	23.16
Premix and Asphalt, Central Asphalt Depot Senior Operator	697.00	20.00	19.30	24.00
Automatic Kerb Extruding, Trimmer and Paver Machine Operator				
(i) 48.5kW and under	621.40	18.01	17.31	21.61
(ii) Over 48.5kW but less than 97kW	642.60	18.56	17.86	22.27
(iii) Slipform Concrete Paving Machine - Operator	658.60	18.99	18.29	22.79
(iv) Curing and Texture Machine Operator	623.90	18.07	17.37	21.68
Traffic Line Marking Operator or machine attendant	620.00	17.97	17.27	21.56
Other attendant	603.50	17.54	16.84	21.05
Tow Truck Attendant- Sydney Harbour Bridge	616.90	17.89	17.19	21.47
Artesian and Sub Artesian Bores:				
Assistant - cable tool rigs	574.30	16.77	16.07	20.12
Helpers - cable tool rigs	571.40	16.69	15.99	20.03
Assistants - rotary hammer drill rigs	609.20	17.69	16.99	21.23
Helpers - rotary hammer drill rigs	607.40	17.64	16.94	21.17

Table 2 - Other Rates and Allowances

Item. No	Clause Reference	Brief Description	Amount \$
1	3(vii)	Sick Leave Allowance	26.60 per week
2	3(vi)	Industry Allowance	24.40 per week
3	3(viii)	Leading hand in charge of - More than 2 and up to 5 employees More than 5 and up to 10 employees More than 10 employees	0.55 per hour 0.80 per hour 1.04 per hour
4	5(i)(a)	Working in Rain	2.77 per day
5	5(ii)(a)(1)	Wet Places	0.55 per hour
6	5(ii)(a)(4)(i)	Water over 45.5cm	3.68 per day
7	5(ii)(a)(4)(ii)	Water over 91.4cm	4.47 per day
8	5(ii)(b)	Work in Slurry	0.51 per hour
9	5(iii)	Snow over 15.2cm Snow over 2.5cm and less than 15.2 cm	4.47 per day 3.01 per day
10	5(iv)	Confined Space	0.69 per hour
11	5(v)(a)	Distant Places Distant Places - western division	1.16 per day 1.92 per day
12	5(v)(b)	Distant Places - Snowy River, etc.	1.92 per day
13	5(vi)	Road Construction - Distant Places	1.16 per day
14	5(vii)	Height Money	0.55 per hour
15	5(viii)	Explosive Power Tools	1.26 per day
16	5(ix)	Heavy Blocks - Over 5.5 kg and up to 9 kg Over 9 kg and up to 18 kg Over 18 kg	0.55 per hour 1.00 per hour 1.40 per hour
17	5(x)	Roof Repairs	0.55 per hour
18	5(xi)(a)	Epoxy Materials	0.69 per hour
19	5(xi)(c)	Working in close proximity to the above	0.55 per hour



20	5(xii)	Cleaning Down Brickwork	0.51 per hour
21	5(xiii)	Refractory Brickwork	1.66 per hour
22	5(xiv)(i)	Towers Allowance - Above 15 metres Each further 15 metres	0.55 per hour 0.55 per hour
23	5(xv)	Coal Wash	0.55 per hour
24	5(xvii)	Dust Allowance	12.22 per week
25	17	Meal Allowance Each subsequent meal	12.30 per meal 10.25 per meal
26	25(ii)(1)	Return Home Allowance Each additional 10km beyond 100km	47.75 per occasion 2.05 per 10 km
27	25(ii)(4)	Camping Allowance	23.50 per day
28	26(i)(a)	Excess Fares	16.50 per day
29	26(i)(a)	Excess Fares - transport provided	6.30 per day
30	26(i)(b)	Travel Pattern Loading	11.85 per week
31	27(iv)(a)	Country Allowance - Unbroken week	436.10 per week
32	27(iv)(c)	Return Home Allowance Each additional 10km beyond 100km	47.75 per occasion 2.05 per 10 km
33	27(vi)	Meal whilst travelling	12.30 per meal
34	27(vi)	Bed Allowance whilst travelling	62.00 per occasion
35	28(iii)	First Aid Allowance	2.48 per day
36	5(xvii)	Tow Truck Attendant	0.74 per hour

Note: The allowances are contemporary for expense related allowances as at 31 December 2008 other than Items 27, 28 and 29 which are adjusted in accordance with the NBCIA and for work related allowances are inclusive of adjustments in accordance with the June 2008 State Wage Case Decisions of the Industrial Relations Commission of New South Wales.

3. This variation shall take effect from the first full pay period commencing on or after 1 April 2009.

A. W. MACDONALD, Commissioner.

---

Printed by the authority of the Industrial Registrar.

## HEALTH AND COMMUNITY EMPLOYEES PSYCHOLOGISTS (STATE) AWARD

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

Application by NSW Department of Health.

(No. IRC 254 of 2009)

Before The Honourable Justice Kavanagh

5 March 2009

### VARIATION

1. Delete the Arrangement of the award published 24 April 2009 (367 I.G. 1083) and insert in lieu the following:

#### Arrangement

Clause No.	Subject Matter
7.	Area, Incidence and Duration
3.	Grading Committee
2.	Classifications
4.	Conditions of Service
1.	Definitions
5.	No Extra Claims
6.	Savings Provision

#### PART B

Table 1 - Salary Rates

2. Delete in Clause 1 Definitions, the definition of Psychologist in Training and insert in lieu thereof the following:

"Psychologist in Training" means an employee with a four year degree in psychology, being a three year degree with a fourth year honours in psychology; or who has qualifications deemed equivalent by the employer, and who is eligible for provisional registration with the NSW Psychologists' Registration Board. Such employees will be provided with appropriate supervision to enable the employee to attain registration with the NSW Psychologists' Registration Board as a Psychologist.

3. Delete subclauses (i) Characteristics and General Features of Duties and (ii) Academic and Registration Requirements, in Clause 2 Classifications under the heading "Psychologist" and insert in lieu thereof the following:

#### A. Psychologist

- (i) Academic and Registration Requirements

A Psychologist is an employee with a four year degree in psychology, being a three year degree with a fourth year honours in psychology; or a qualification deemed equivalent by the employer.

The Psychologist classification includes both Psychologists in Training and Psychologists who have full registration with the Psychologists Registration Board of NSW.

A Psychologist in Training shall commence at year 1 of the scale for Psychologist.

Provided that where a Psychologist has already met the criteria for full registration, and is registered in accordance with the Psychologists Act 2001, they shall commence at year 3 of the scale for Psychologist.

Provided further that until such time as a Psychologist has met the criteria for full registration and is registered in accordance with the Psychologists Act 2001, the employee shall not progress past the salary rate applying for Psychologist 2nd year of service.

(ii) Characteristics

(a) Tasks

Psychologists are trained in the independent application of existing treatment techniques and assessment procedures to a range of behavioural and emotional disorders.

Psychologists facilitate change in attitudes and behaviour related to health and illness, for the purpose of preventing and relieving distress or dysfunction and to promote subjective well-being and personal development.

(b) Judgement and Problem Solving

Psychologists evaluate psychological factors affecting maladaptive behaviour and provide individual counselling services, therapeutic interventions, group programs and case management in the areas of (but not limited to) anger management, parenting skills, stress management, social skills training, assertiveness training, mental health and problem addictions.

Psychologists undertake psychometric testing eg intelligence, personality and vocational, consistent with NSW Psychologists' Registration Board competencies.

(c) Supervision and Independence

Psychologists may work independently with clinical supervision from a more senior psychologist.

Psychologists may provide clinical supervision to less experienced psychologists.

Psychologists with three or more years of post-registration experience are eligible to supervise Psychologists in Training for registration purposes after having successfully undertaken the Psychologists Registration Board of NSW certified supervision workshop.

(d) Organisational Relationships and Impact

Psychologists may contribute to service planning and policy development.

Psychologists may participate in psychological research and evaluation projects as required.

Psychologists may be involved in the provision of in-services to staff and students.

Psychologists may formulate management and case plans.

Psychologists undertake liaison with relevant internal and external stakeholders.

4. Delete the heading "Senior Psychologist" in Clause 2 Classifications and insert in lieu thereof the following heading:

B. Senior Psychologist

5. Delete subclauses (i) Characteristics and General Features of Duties and (ii) Academic and Registration Requirements in Clause 2 Classifications under the heading "Clinical Psychologist" and insert in lieu thereof the following:

C. Clinical Psychologist

(i) Academic and Registration Requirements

The Clinical Psychologist is a fully registered psychologist with a Masters degree or higher in Clinical Psychology, Clinical Neuropsychology or some other recognised clinical area in psychology that the employer deems relevant to the functions of the position. The postgraduate qualifications must be of no less than two years full time duration (or part-time equivalent) and include professional clinical coursework, clinical training and supervised placement experience as core components.

Employees with a three year Clinical Doctorate (or equivalent) or a Doctorate of Philosophy (PhD) shall enter the classification at year 2 of the scale.

Employees entering this classification from the classifications of Psychologist or Senior Psychologist shall enter at the salary point for this classification that is above the salary point previously applying as Psychologist or Senior Psychologist.

(ii) Characteristics

(a) Task

Clinical Psychologists are capable of undertaking all activities performed by the classifications of Psychologist and Senior Psychologist as described in the Award.

Clinical Psychologists are trained in the scientific study and application of psychological knowledge and principles for the purpose of diagnosing, understanding, preventing, treating and advising on psychopathological distress or dysfunction and to promote subjective well being.

The essential tasks of Clinical Psychologists are assessment, diagnosis, case formulation and treatment of psychopathology as it is manifested (variously) in cognitive, emotional, motivational, personality and behavioural disturbances in adults, adolescents or children across a range of health care settings including outpatient, community, primary care and in-patient facilities.

Referrals appropriate to Clinical Psychologists encompass a diversity of presentations - from acute to enduring and mild to severe. Problems range from those with mainly biological causation to those emanating mainly from psychosocial factors, as well as problems of coping or adaptation to adverse circumstances that are not themselves reversible by psychological intervention eg physical disability, physical illness, bereavement.

(b) Judgement and Problem Solving

Clinical Psychologists exercise independent judgment concerning the selection and application of principles, methods and techniques of psychological assessment and/or treatment. Chosen interventions involve the adaptive utilisation of empirically-derived psychological principles.

(c) Supervision and Independence

The appropriate discharge of duties and demonstration of competence at this level is in consequence of an understanding of theories and techniques, which enable Clinical

Psychologists to assess and diagnose psychological problems and disorders and design and implement appropriate psychological procedures.

Clinical Psychologists work independently and receive clinical supervision from another Clinical Psychologist. Initially such supervision is provided by a more senior and experienced professional colleague but after several years experience, Clinical Psychologists may participate in peer supervision only.

Clinical Psychologists may work in or lead a multidisciplinary team.

Clinical Psychologists are expected to provide clinical supervision to less experienced Psychologists, be involved in peer supervision and supervise postgraduate students on clinical placements.

(d) Organisational Relationships

Clinical Psychologists may conduct psychological research and evaluation projects as required.

Clinical Psychologists are involved in service planning and the formulation of policy.

Clinical Psychologists participate in the provision of in-service programs to staff and students.

Clinical Psychologists are a consultant to Psychologists and may provide peer consultancy to colleagues and other professionals within their area of expertise.

6. Delete subclauses (i) Characteristics and General Features of Duties and (ii) Academic and Registration Requirements in Clause 2 Classifications under the heading "Senior Clinical Psychologist" and insert in lieu thereof the following:

D. Senior Clinical Psychologist

(i) Characteristics and General Features of Duties

A Clinical Psychologist may, after not less than the completion of 12 months service at the 5th year of service and thereafter rate, make written application to the employer for progression to the classification of Senior Clinical Psychologist. The application shall comprehend, but not be limited to detailing current direct treatment responsibilities and duties discharged; together with provision of treatment consultation, supervision and training and relevant documentary support material.

The employer may also establish such positions of Senior Clinical Psychologist that it deems appropriate, from time to time.

Employees that are successful in their application for progression to Senior Clinical Psychologist shall commence on the 1st year of service rate for the classification.

Employees classified as Senior Clinical Psychologist shall discharge the duties as described for Clinical Psychologist above and in addition must demonstrate clinical expertise requiring:

- (1) higher level knowledge and experience in a specific area eg tertiary referral service, manifest in the level of competence, initiative, innovation, responsibility and professional recognition of the employee; and
- (2) developing and extending applications of assessment and treatment methods.

In addition, the employee must also discharge duties in at least one of the following areas:

- (a) Administrative duties, which may include:
    - (1) responsibility for overall service planning and policy; and
    - (2) other supra-clinical duties involving responsibility for service provision; and
    - (3) responsibility for professional functioning of Psychologists and Clinical Psychologists.
  - (b) Consultation, involving:
    - (1) the provision of consultation with other Psychologists or with other professional bodies and organisations (eg other government agencies) regarding psychological services and/or development of policies and procedures in areas requiring specialist psychological knowledge; and
    - (2) developing protocols for individual and group treatment programs and making available to other health professionals. Developing assessment procedures for clinical decision making.
  - (c) Research and Evaluation, involving:
    - (1) research, where the Psychologist has taken responsibility as principal researcher for the design, implementation and reporting of psychological research; and
    - (2) evaluation, where the Psychologist makes a major contribution to setting up evaluation systems for programs and services and major quality improvement projects.
  - (d) Training, involving:
    - (1) the training of Psychologists or other health professionals in a range of areas that may include specialist psychological skills; and
    - (2) contributing to training for supervisors of psychological services; and
    - (3) developing and implementing training programs.
7. Delete the heading "Principal Clinical Psychologist" in Clause 2 Classifications and insert in lieu thereof the following heading:
- E. Principal Psychologist
8. Delete the words "Principal Clinical Psychologist" wherever appearing in Clause 2 Classifications and in Table 1 of Part B - Salary Rates and insert in lieu thereof the following:
- "Principal Psychologist".
9. Insert after clause 2, Classifications, the following new clause 3 Grading Committee:

### **3. Grading Committee**

A grading committee will be established on a needs basis for the specific purpose of considering applications made by employees for progression and/or regrading within the classifications of the Award. Where an employee believes that their position is inappropriately graded the application must demonstrate that the applicant meets the requirements of and is required to work at the level as described for the grading being sought.

The committee shall consist of at least three members, a majority of which must be Psychologists of an equivalent or higher grading than that sought by the applicant. In applications for regrading to Senior Clinical

Psychologist there must be a Psychologist representative from another Health Service. The committee will be established via consultation between the Union and the Health Service.

The committee will receive the written application addressing the relevant criteria of the classification by the applicant and review its contents prior to proceeding to an interview of the applicant.

The committee shall record its decision and reasoning and make its recommendation to the Chief Executive of the Health Service or his/her nominated representative.

10. Renumber clause 3 Conditions of Service to clause 4.
11. Renumber clause 4 No Extra Claims to clause 5.
12. Insert after clause 5 No Extra Claims, the following new Clause 6, Savings Provision:

#### **6. Savings Provision**

Employees classified as Clinical Psychologists as at 5 March 2009 are to retain that classification while they remain in the position they held as at that date.

Subject to satisfactory performance, employees who, as at 27 January 2009, were employed as Psychologists and were enrolled or accepted for enrolment in a post-graduate qualification as described at subclause (i) of Part C of Clause 2 Classifications of this Award, shall be reclassified as Clinical Psychologist on successful completion of that qualification.

13. Renumber Clause 5, Area, Incidence and Duration as Clause 7.
14. This variation shall take effect on and from 5 March 2009.

T. M. KAVANAGH *J*

---

Printed by the authority of the Industrial Registrar.

**HEALTH EMPLOYEES DENTAL OFFICERS (STATE) AWARD**

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

Application by Health Services Union, Industrial Organisation of Employees.

(No. IRC 1764 of 2008)

Before Commissioner Bishop

23 September 2008

**AWARD****Arrangement**

Clause No.	Subject Matter
1.	Definitions
2.	Conditions of Service
3.	Salaries
4.	Classifications
5.	Transitional Arrangements
6.	No Extra Claims
7.	Area, Incidence and Duration

**1. Definitions**

"Department" means the New South Wales Department of Health.

"Dental Officer" means a person appointed as such by a hospital who holds a dental qualification registrable with the Dental Board of New South Wales.

"Hospital" means a public hospital as defined under section 15 of the *Health Services Act 1997*.

"Officer" means a Dental Officer, as defined herein, occupying a position as specified in clause 3, Salaries, in a hospital as defined above.

"Service", unless the context otherwise indicates or requires, means relevant service before and/or after commencement of this award in any one or more New South Wales public health organizations or any other organisations deemed acceptable by the Department.

"Specialist" means a person appointed by the hospital who:

- (a) holds a dental qualification registrable in New South Wales;
- (b) after full registration has spent not less than six years in the practice of dentistry whether in New South Wales or elsewhere, deemed by the hospital to be of equivalent standing;
- (c) has spent not less than four years in supervised specialist training and/or experience, and either:
  - (1) has obtained an appropriate dental qualification in his/her speciality acceptable to the hospital, or
  - (2) is deemed by the Department to be a specialist by recognition of his/her experience and demonstrated performance at specialist level.

"Union" means the Health Services Union.



"Weekly rates" will be ascertained by dividing an annual amount by 52.17857 or a weekly rate can be multiplied by 52.17857 to obtain the annual amount.

## 2. Conditions of Service

The Public Hospital (Professional and Associated Staff) Conditions of Employment (State) Award, as varied from time to time, shall apply to all persons covered by this award.

In addition, the Health Industry Status of Employment (State) Award, shall also apply to all relevant employees.

## 3. Salaries

Salaries shall be in accordance with the rates contained in the Health Professional Medical Salaries (State) Award.

## 4. Classifications

### 4.1 Dental Officer Level 1

- (a) Dental officers employed at level 1 are newly qualified employees. Dental officers at this level are beginning practitioners who are developing their skills and competencies in dentistry.
- (b) Level 1 staff are responsible and accountable for providing a professional level of service to the health facility. Under the general oversight of a more experienced dentist, a level 1 year 1 dental officer performs examinations, investigations and basic treatment of commonly encountered dental diseases or dental health problems requiring standard corrective, restorative, or preventive measures.
- (c) Dental officers on level 1 year 2-4 serve as practicing dentists who perform routine dental work requiring the independent examination, investigation, treatment planning and treatment of patients. This is a moderate skill level and includes the moderately experienced dentist who is competent in basic tasks. He or she may require regular professional support and mentoring.
- (d) Level 1 staff participate in quality activities and workplace education. Level 1 year 2-4 staff may be required to provide supervision to undergraduate student on observational placements, work experience students and to level 1 year 1 dental officers.

### 4.2 Dental Officer Level 2

- (a) Progression to level 2 from level 1 is dependent upon having a minimum of 2 years clinical experience, meeting the annual performance review requirements and successfully completing the standard Dental Officers Skills Assessment set by the Centre for Oral Health Strategy conducted by the clinical supervisor.
- (b) The level 2 dental officer is a general dental practitioner who performs the full range of professional dental tasks described for the level 1 dental officer. The work differs from the level 1 dental officer in that the dental officer regularly encounters, diagnoses, and administers treatment for dental diseases and dental health problems of greater-than-usual difficulty.
- (c) Positions at this level are required to exercise independent professional judgement on routine matters. They may require professional supervision from more senior staff members when performing novel, complex or critical tasks.
- (d) Positions at this level assist in the development of policies, procedures, standards and practices, participate in quality improvement activities and may participate in clinical research activities as required.

- (e) Dental registrars (dentists undertaking training as Specialists by masters degree) are placed on level 2, with remuneration linked to the proportion of time spent providing dental services to public patients.

#### 4.3 Dental Officer Level 3 - Senior Dentist

- (a) This level is only achieved by appointment to such a position. Level 3 dental officers are experienced and capable of operating with a level of independence reflective of their skill and competency in general dentistry. Some of these dental officers will be entitled to clinical manager allowances.
- (b) The level 3 dental officer will have the majority of the following duties and attributes:
  - (i) highly advanced skills in managing most of the difficult clinical situations, complex medical histories and those with disabilities.
  - (ii) widely recognised for their exceptional competence in general dental work and has a proven record for carrying out a broad range of advanced and complex dental procedures. This may include the attainment of a Fellowship or Membership of the Royal Australasian College of Dental Surgeons (RACDS) or equivalent organisation as recognised by the Department of Health.
  - (iii) experienced clinician who demonstrates advanced clinical reasoning skills;
  - (iv) duties and responsibilities involving planning, implementing, evaluating and reporting on services;
  - (v) responsibility for identifying opportunities for improvement in clinical practice, develop and lead ongoing quality improvement activities with other staff;
  - (vi) conduct clinical research
  - (vii) acts as a mentor to other clinical staff and teaches undergraduate students
  - (viii) may be responsible for providing clinical supervision and support to level 1 and 2 dental officers, technical and support staff;
  - (ix) responsible for components of clinical governance; and
  - (x) participate in the provision of clinical development in-service education programs to staff and students.

#### 4.4 Dental Officer Level 4 - Head of Department/Senior Clinical Adviser

- (a) This level is only achieved by appointment. Level 4 dental officers will have the competencies of a level 3 Dental Officer plus additional areas of expertise. They may have a clinical, education or management focus or may have elements of all three features. Current grade 5 dental officers will go to level 4 on transition to the new structure.
- (b) In recognition of their superior clinical expertise, a clinician at this level is responsible for quality assurance, development of better practice and clinical research within a facility and is actively involved in teaching staff and students in their field of clinical specialty. The level 4 dental officer also has responsibility for education support to other clinicians in the management of patients requiring ongoing specialist treatment in a geographic network, region or zone.
- (c) Staff at level 4 deliver and/or manage and direct the delivery of services in a complex clinical setting. They perform novel, complex or critical discipline specific clinical work with a high level of professional knowledge and by the exercise of substantial professional judgement.

- (d) Dental officers at this level would undertake work with significant scope and/or complexity and/or undertake professional duties of an innovative, novel and/or critical nature without direction.
- (e) Roles that may be undertaken at level 4 include, but are not limited to, the following:

#### Level 4 - Clinical Stream

Level 4 dental officers are experienced dentists who are:

- (i) widely recognised for their exceptional competence in general dental work and have a proven record for carrying out a broad range of advanced and complex dental procedures.
- (ii) maintain a clinical caseload and provides:
  - clinical education in the area of expertise through in-service training to under-graduate and/or post-graduate students;
  - in-service to other dental officers in their clinical specialist area of expertise;
  - consultation and advice to specialist teams across an area or geographic or clinical network; and
  - discipline specific professional supervision and leadership either within a facility or across facilities and/or area health services.

#### Level 4 - Management Stream

Level 4 dental officers may be appointed as:

- (i) Department Head - responsible for operational co-ordination of staffing and related clinical services and may work across a geographic region, zone or clinical network. Department Heads may also be required to maintain a clinical load.
- (ii) Unit Head or Team Leader- responsible for the leadership, guidance and line management of a multi-disciplinary clinical unit or specialist team that may work across a geographic region, zone or clinical network. The work involves supervision of other dental officers and support staff as well as a clinical load.

#### 4.5 Dental Officer Levels 1 - 3 Management Allowances

- (a) Dental Officers in level 1(2nd year and thereafter), level 2 and level 3 may be paid a management allowance in addition to their rate of pay. The management allowance is paid as part of an employee's permanent salary following a merit selection process. If an employee is required to relieve for 5 days or more in the role of the manager, and performs all of the duties of the supervisor, then the management allowance will be paid to such employee. There are two levels of allowances, which are paid in the following circumstances:
  - (i) Clinic Manager Level 1 - A dental officer managing a dental clinical service that may encompass more than one small clinic. The work involves, clinical management, supervision of other dental officers, other oral health practitioners, and support staff as well as a clinical load. A level 1 managerial allowance would be paid.
  - (ii) Clinic Manager Level 2- is responsible for the leadership, guidance and line management of a multi-disciplinary clinical unit that may work across a geographic region, zone or clinical network. The work involves clinical management, supervision of other dental officers, other oral health practitioners, and support staff as well as a clinical load. A level 2 managerial allowance would be paid. Level 1 dental officers are not eligible for this allowance.

#### 4.6 Specialists

- (a) Employees occupying positions as specialists who have satisfied the full requirements of the New South Wales Dental Board in a recognised speciality will be appointed to the Specialist scale in accordance with their years of experience in the speciality.
- (b) Continued payment as a specialist will be on the basis of a dentist remaining employed in the specialist area concerned.

#### 4.7 Hospital Specialist

- (a) These will be differentiated from the board specialists as follows:
  - (i) Hospital specialists provide specialist services in an area of work that is not a specialty recognised by the New South Wales Dental Board.
  - (ii) For the purpose of this award, a hospital specialist will work in the specialties of special needs, geriodontics or restorative dentistry. Additional specialties can be recognised with the approval of the Chief Dental Officer. The Medical and Dental Advisory Committee assesses the merit of individual specialists for recognition as a hospital specialist within the categories determined by the Chief Dental Officer.
  - (iii) Hospital specialists do not have access to the senior clinical specialist classification.

#### 4.8 Senior Clinical Specialist

- (a) Board Specialists may progress to the level of Senior Specialist. This is seen as recognition for an exceptional clinical leader who has made significant contributions to dentistry in his/her area of speciality. This is a personal appointment, where it can also be demonstrated that the specialist is appointed to a position having such duties and responsibilities as deemed by the employer to require the services of a senior clinical specialist.
- (b) Except in exceptional circumstances, this appointment would follow about 10 years of experience as a specialist. This classification is not available to hospital specialists. This appointment is considered upon application by or on behalf of an individual board specialist to the Medical and Dental Advisory Committee of the Area Health Service. Appeal of any such decision lies with the Chief Dental Officer.

#### 4.9 Specialist - Management Allowance

- (a) A specialist or a senior clinical specialist managing a clinical service that involves, clinical management, supervision and teaching of other specialists, other oral health practitioners, undergraduate students and support staff as well as a clinical load. A hospital specialist may be eligible for the payment of this allowance. The management allowance is paid as part of an employee's permanent salary following a merit selection process. If an employee is required to relieve for 5 days or more in the role of the manager, and performs all of the duties of the supervisor, then the management allowance will be paid to such employee.

#### 4.10 Area Directors of Oral Health Clinical Services

- (a) Positions at this level lead, direct and co-ordinate all public sector oral health services within an Area Health Service. They have significant responsibility for the human physical and financial resources under their control. Positions at this level will also make a major contribution towards the development and achievement of the strategic directions of the Area.
- (b) The position exercises a high degree of independence in the determination of overall strategies, priorities, work standards and the allocation of resources. It will also make independent decisions related to area wide expert practice in their field and will be responsible for outcomes

for clients and the organisation from the practice of other dental officers and staff. The position makes strategic management and service development decisions.

- (c) Positions at this level may include operational and strategic roles but are not limited to the following:
- (i) professional responsibility with regard to strategic workforce and service development and professional practice across an AHS;
  - (ii) provides professional co-ordination and leadership across an area to department heads and acts as a central point of contact for strategic consultation and liaison with Senior Executive management;
  - (iii) a dual role of department head within a facility;
  - (iv) required to provide an expert speciality consultancy role in their area of expertise; and
  - (v) involved in the provision of training to staff within the Area Health Service.
- (d) There will be three levels of Area Director of Clinical Services reflecting the size of the Area Health Service and the complexity and mix of the dental facilities within it.
- (e) Area Director of Oral Health Clinical Services - Level 1

The level 1 reports to a health services manager responsible for oral health services. This is the lead dentist in an Area Health Service that provides the usual range of oral health services from community clinics but does not have

- (i) a dental teaching hospital where dental specialist services are also provided
  - (ii) a Rural and Regional Centre of Oral Health or
  - (iii) a dental clinical school.
- (f) Area Director of Oral Health Clinical Services - Level 2

The level 2 reports to a health services manager responsible for oral health services. This is the lead dentist in an Area Health Service that provides the usual range of oral health services from community clinics but:

- (i) does not have a dental teaching hospital,
  - (ii) has a Rural and Regional Centre of Oral Health and/or
  - (iii) a dental clinical school.
- (g) Area Director of Oral Health Clinical Services - Level 3

The level 3 would also have the role of health services manager responsible for oral health services. This is the lead dentist in an Area Health Service that provides the usual range of oral health services from community clinics, and, in addition, has:

- (i) a dental teaching hospital where dental specialist services are also provided
- (ii) a Rural and Regional Centre of Oral Health and/or
- (iii) a dental clinical school.

### 5. Transition Arrangements

- (a) Employees skills, responsibilities and qualifications will be assessed against the classification descriptors in Clause 4 and will be placed on the appropriate level, maintaining their existing incremental date. Years of service at the relevant skill level will be used to determine the appropriate salary rate within the classification level. Employees will maintain their existing incremental date.

### 6. No Extra Claims

The parties to this award recognise that the award extinguishes all work value and special case claims up to the date of making of this award.

### 7. Area, Incidence and Duration

- (i) This Award rescinds and replaces the Health Employees Dental Officers (State) Award published 3 March 2006 (357 I.G. 805) and all variations thereof.
- (ii) This Award shall apply to persons employed in classifications contained herein employed in or in connection with the New South Wales Health Service as defined in section 16 of the *Health Services Act* 1997, or their successors, assignees or transmittes.
- (iii) This Award takes effect from the first pay period commencing on or after 17 September 2008, and shall remain in force for a period of three years.

E. A. R. BISHOP, Commissioner

---

Printed by the authority of the Industrial Registrar.

## HEALTH EMPLOYEES DENTAL PROSTHETISTS AND DENTAL TECHNICIANS (STATE) AWARD

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

Application by Health Services Union, Industrial Organisation of Employees.

(No. IRC 1765 of 2008)

Before Commissioner Bishop

23 September 2008

### AWARD

#### 1. Arrangement

Clause No.	Subject Matter
1.	Arrangement
2.	Definitions
3.	Classifications
4.	Transitional Arrangements
5.	Previous Industry Service
6.	Salaries and Allowances
7.	Conditions of Service
8.	Grading and Classification of Officers
9.	No Extra Claims
10.	Area, Incidence and Duration

#### 2. Definitions

Unless the context otherwise indicates or requires the several expressions hereunder defined shall have their respective meanings assigned to them.

"Union" means the Health Services Union.

"Department" means the New South Wales Department of Health.

"Hospital" means a public hospital as defined under section 15 of the *Health Services Act 1997*.

"Service" unless the context otherwise indicates or requires means service or experience as a Dental Technician before and/or after commencement of this award in any one or more New South Wales public health organizations or any other organisation acceptable to the Department.

"Industry Service" unless the context otherwise indicates or requires means service before and/or after commencement of this award in any hospital and/or laboratory acceptable to the Department.

"Employee" means a person or persons employed in any hospital as defined.

"Industrial Committee" means the Public Health Employees (State) Industrial Committee.

#### 3. Classifications

##### 3.1 Dental Technician

- (a) Trainee Dental Technician means a person appointed as such who is undertaking the Diploma of Dental Technology conducted by NSW TAFE or an equivalent course in Dental Technology.

- (b) Dental Technician Level 1 means a person appointed as such who has successfully completed the Diploma of Dental Technology conducted by NSW TAFE or an equivalent course in Dental Technology.
- (c) Dental Technician Level 2 means a Dental Technician who fulfils the following criteria:
- (i) having at least 3 years experience as a registered dental technician; and
  - (ii)
    - (a) successful completion of the first year of the Dental Prosthetics course conducted by NSW TAFE; or
    - (b) having qualifications deemed by the Department to be equivalent to the first year of the Dental Prosthetics course; and
  - (iii) demonstrating skills in excess of those required of a Dental Technician Grade 1; and
  - (iv) being proficient in, and spending the major part of their time engaged in, one or more of the following areas of work;
    - orthodontic appliances;
    - cast metal denture techniques;
    - crown and bridge;
    - osseo-integrated implant technology;
    - maxillo facial and complicated prosthetics, including over-dentures, oburators, precision attachments and magnets, occlusal splints, complete and partial dentures requiring complicated (that is crossbite, class II and class III jaw relationship) tooth arrangements in balanced occlusion.
- (d) Dental Technician Level 3 means a dental technician who fulfils the following criteria:
- (i) having at least 6 years experience as a registered dental technician and maintains relevant registration; and
  - (ii) successfully completed qualifications deemed by the Employer to be equivalent to the Advance Diploma of Dental Prosthetics (these may include qualifications in ceramics, orthodontics, implants, crowns etc). Equivalency is to be assessed based upon the hours of study undertaken and the complexity of the course work; and
  - (iii) show a high level of competency in the exercise of all the skills of the recognised training in accordance with the position requirements.
- (e) Senior Dental Technician Level 4 means a dental technician appointed to such a position and who undertakes the following duties/or role:
- (i) meets all the requirements of a dental technician level 3; and
  - (ii) manages a section/unit, which includes the responsibility of supervising the work and activities of other dental technicians/prosthetists.
- (f) Specialised Dental Technician Level 5 means a dental technician appointed to such a position and who undertakes most of the following duties/ role:



- (i) master or highly skilled technician with technical skills and proficiency above that which would be expected of a fully proficient level 3;
- (ii) specialist in an area of their profession and relied on for advice in this field;
- (iii) undertakes complex independent scientific, technical or specialist work and analysis;
- (iv) contributes to the development of standards relating to the sector, program or profession;
- (v) develops technical or professional standards for the organisation;
- (vi) provides professional leadership, education and development of staff in area of professional expertise;
- (vii) routinely advises senior levels of the organisation on technical issues and solutions within a functional area; and
- (viii) manages complex and significant state-wide, in-house services provided by dental technicians. (Such services provided on an Area-wide basis would be managed by a technician at level 4.)

### 3.2 Dental Prosthetist

- (a) Dental Prosthetist Level 1 means a dental prosthetist who fulfils the following criteria:
  - (i) having at least 6 years experience as a registered dental technician;
  - (ii) having successfully completed all qualifications of the Diploma of Dental Technology and the Advanced Diploma of Dental Prosthetics;
  - (iii) possesses and maintains relevant registration; and
  - (iv) shows a high level of competency in the exercise of all the skills of the recognised training in accordance with the position requirements.
- (b) Senior Dental Prosthetist Level 2 means a dental prosthetist appointed to such a position who has developed specialised skills through additional study or the development of specialised skills/techniques and who undertakes the following duties:
  - (i) meets all the requirements of a dental prosthetist level 1; and
  - (ii) has a specialised area of practice such as dealing with special needs patients or trauma patients with complex prosthetics requirements; and
  - (iii) may manage a section/unit, which includes the responsibility of supervising the work and activities of other dental technicians/prosthetists.
- (c) Specialised Dental Prosthetist Level 3 - means a prosthetist appointed to such a position and who undertakes most of the following duties/ role:
  - (i) master or highly skilled prosthetist with technical skills and proficiency above that which would be expected of a fully proficient level 2 ;
  - (ii) specialist in an area of their profession and relied on for advice in this field;
  - (iii) undertakes complex independent scientific, technical or specialist work and analysis;
  - (iv) contributes to the development of standards relating to the sector, program or profession;

- (v) develops technical or professional standards for the organisation;
- (vi) provides professional leadership, education and development of staff in area of professional expertise;
- (vii) routinely advises senior levels of the organisation on technical issues and solutions within a functional area; and
- (viii) manages complex and significant state-wide, in-house services provided by dental prosthetists (Such services provided on an Area-wide basis would be managed by a prosthetist at level 2.)

#### **4. Transition Arrangements**

- (a) Existing dental technicians will have their current duties and qualifications assessed against the classification descriptors provided in clause 3, in order to appropriately transfer employees into the dental prosthetist classification structure. There will be no reduction to employees' rates of pay arising from this transition and existing incremental dates will be maintained.
- (b) Dental technicians who obtained prosthetist qualifications under the previous award provisions will have their qualifications recognised and, if appropriate, their current grade as a dental technician maintained. However employees who have not yet commenced nor completed the prosthetist qualification will no longer have this qualification recognised for progression to level 2 or beyond in the technicians stream of the classification structure. Employees who have partially completed this qualification can only rely upon the qualification to progress as a prosthetist, not as a technician.
- (c) Progression to level 3 in the technicians' structure, and to level 1 in the prosthetist structure, will require completion of relevant qualifications, the exercise of the relevant skills and the possession of any relevant license or registration.
- (d) The parties will work together to identify suitable qualifications for progression in the dental technician classification structure.
- (e) The award classification of Deputy Chief Dental Technician has been deleted but this classification and salary will be maintained for the current occupant.

#### **5. Previous Industry Service**

Previous industry service shall be taken into account in determining the commencing salary of an employee to be paid in accordance with rates set in the Health Professional and Medical Salaries (State) Award.

#### **6. Salaries and Allowances**

Salaries shall be in accordance with the rates contained in the Health Professional Medical Salaries (State) Award.

#### **7. Conditions of Service**

The Public Hospital (Professional and Associated Staff) Conditions of Employment (State) Award, as varied from time to time, shall apply to all persons covered by this award.

In addition, the Health Industry Status of Employment (State) Award, shall also apply to all relevant employees.

#### **8. Gradings and Classification of Officers**

Nothing in clause 3-Classifications, or clause 4-Previous Industry Service, shall affect the right of the Union to apply to the Industrial Commission of New South Wales for the settlement of any dispute arising from the grading of an employee under this award.

**9. No Extra Claims**

The parties to this award recognise that the award extinguishes all work value and special case claims up to the date of making of this award.

**10. Area, Incidence and Duration**

- (i) This Award rescinds and replaces the Health Employees Dental Technicians (State) Award published 24 March 2006 (358 IG 355) and all variations thereof.
- (ii) This Award shall apply to persons employed in classifications contained herein employed in or in connection with the New South Wales Health Service as defined in section 16 of the *Health Services Act* 1997, or their successors, assignees or transmittes.
- (iii) This Award takes effect from the first pay period commencing on or after 17 September 2008, and shall remain in force for a period of three years.

E. A. R. BISHOP, Commissioner

---

Printed by the authority of the Industrial Registrar.

## **HEALTH EMPLOYEES ORAL HEALTH THERAPISTS (STATE) AWARD**

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

Application by Health Services Union, Industrial Organisation of Employees.

(No. IRC 1766 of 2008)

Before Commissioner Bishop

23 September 2008

### **AWARD**

#### **1. Arrangement**

Clause No.	Subject Matter
1.	Arrangement
2.	Definitions
3.	Classification Structure
4.	Transition Arrangements
5.	Anti-Discrimination
6.	Salaries
7.	Conditions of Employment
8.	No Extra Claims
9.	Area, Incidence and Duration

#### **2. Definitions**

"Department" means the New South Wales Department of Health.

"Dental Clinic" means any dental clinic whether fixed or mobile or any Oral Health Training School.

"Dental Therapist" means a person appointed as such and who possesses an approved qualification of proficiency in theory and technique in preventative and operative dental care of children. A dental therapist must hold the relevant registration from the NSW Dental Board.

"Dental Hygienist" means a person appointed as such and who possesses an approved qualification of proficiency in theory and technique in dental hygiene. A dental hygienist must hold the relevant registration from the NSW Dental Board.

"Oral Health Therapist" means a person appointed as such and who holds the relevant registration from the NSW Dental Board as an oral health therapist or both the registrations of dental therapist and dental hygienist.

"Service" unless the context otherwise indicates or requires, means relevant service before and/or after commencement of this award in any one or more New South Wales public health organisations or any other organisations deemed acceptable by the Department.

"Union" means the Health Services Union.

#### **3. Classification Structure**

##### 3.1 Level 1

- (a) Oral Health therapists who hold an approved qualification requiring less than three years of full time study shall commence on the level 1, Year 1 salary. Single registered dental therapist and

dental hygienists also commence on this rate. Single registered dental therapist and dental hygienists have limited progression entitlements as described in the Clause 4 Transition Arrangements.

- (b) Oral health therapists who hold an appropriate degree, or other qualification deemed equivalent by the Department of Health, requiring three years of full time study shall commence on the level 1, year 2 salary
- (c) Oral health therapists who hold an appropriate degree, or other qualification deemed equivalent by the Department of Health, requiring four years or more full time study shall commence on the level 1, year 3 salary.
- (d) Oral health therapists employed at level 1 are newly qualified employees. Oral health therapists at this level are beginning practitioners who are developing their skills and competencies.
- (e) Level 1 staff are responsible and accountable for providing a professional level of service to the health facility.
- (f) Level 1 staff work under discipline specific professional supervision. Level 1 staff exercise professional judgment commensurate with their years of experience, as experience is gained, the level of professional judgment increases and professional supervision decreases.
- (g) Level 1 staff participate in quality activities and workplace education.
- (h) After working as a health professional for 12 months, level 1 staff may be required to provide supervision to undergraduate students on observational placements and to work experience students.

### 3.2 Level 2

- (a) Progression to level 2 from level 1 is automatic following completion of 12 months satisfactory service at the level 1 year 4 salary step. Single registered dental therapist and dental hygienists have limited progression entitlements as described in the Clause 4 Transition Arrangements.
- (b) Level 2 oral health therapists are expected to have obtained respective new practitioner competencies and to perform duties in addition to those at level 1.
- (c) Oral health therapists at this level are competent independent practitioners who have at least 3 years clinical experience in their profession and work under minimal professional supervision.
- (d) Positions at this level are required to exercise independent professional judgement on routine matters. They may require professional supervision from more senior staff members when performing novel, complex or critical tasks.
- (e) Level 2 staff may be required to supervise level 1 oral health therapists and technical and support staff as required.
- (f) Level 2 oral health therapists may be required to teach and supervise undergraduate students, including those on clinical placements.
- (g) Positions at this level assist in the development of policies, procedures, standards and practices, participate in quality improvement activities and may participate in clinical research activities as required.
- (h) Sole Practitioner Allowance
- (i) The sole practitioner allowance is payable to positions at level 1 or level 2 where they:

are the only oral health practitioner at the site; and

are required to exercise independent professional judgement on a day to day basis without ready access to another like professional for informal consultation, assistance and advice; or

undertake administrative and/or managerial responsibilities that would otherwise not be expected of a level 1 or level 2 position.

- (j) The allowance paid to sole practitioners at levels 1 and 2 is equal to the difference between the maximum level 2 salary and the minimum level 3 salary (\$3,912 pa).

### 3.3 Levels 3 and 4

- (a) Creation of positions at levels 3 and above will be on a needs basis as determined by the employer.
- (b) Positions at Levels 3 and 4 may have a clinical, education or management focus or may have elements of all three features.
- (c) Oral health therapists working in positions at Levels 3 and 4 are experienced clinicians who possess expertise or a high level of broad generalist knowledge within their discipline.
- (d) Level 3 and 4 staff demonstrate advanced reasoning skills and operate autonomously with minimum direct clinical supervision. Level 3 and 4 staff provide clinical services to client groups and circumstances of a complex nature requiring advanced practice skills. They are able to apply professional knowledge and judgement when performing novel, complex or critical tasks specific to their discipline.
- (e) Staff at this level are expected to exercise independent professional judgement when required in solving problems and managing cases where principles, procedures, techniques and methods require expansion, adaptation or modification.
- (f) Level 3 and 4 staff have the capacity to provide clinical supervision and support to Level 1 and 2 oral health therapists, technical and support staff. Level 3 and 4 staff are involved in planning, implementing, evaluating and reporting on services. Level 3 and 4 staff identify opportunities for improvement in clinical practice, develop and lead ongoing quality improvement activities with other staff.
- (g) The expertise, skills and knowledge of a Level 3 or 4 oral health therapist is such that they may have the responsibility of a consultative role within their area(s) of expertise. Level 3 and 4 staff may also conduct clinical research and participate in the provision of clinical in-service education programs to staff and students.
- (h) Level 3 and 4 staff may be required to manage specific tasks or projects. Roles that may be undertaken at Levels 3 and 4 include, but are not limited to, the following:

- (i) Senior Clinician

The employer will establish Senior Clinician positions at Level 3 or Level 4 as it deems appropriate based on the needs of the service.

Oral health therapists at Level 2 may also make application to the employer for personal progression to a Senior Clinician Level 3. A Senior Clinician Level 3 may make such an application to progress to Level 4.

- (j) Senior Clinician Level 3

Level 3 Senior Clinicians are oral health therapists who, in addition to performing the full range of activities permitted under the relevant scope of practice, are recognized as having high levels of knowledge and clinical expertise in several areas of their scope of practice.

A Level 3 Senior Clinician may have an operational/supervisory role in a small facility.

(k) Senior Clinician Level 4

In addition to applying high level clinical skills as expected for a Senior Clinician, Level 4 Senior Clinicians may have the following roles:

A Level 4 Senior Clinician's expert level of knowledge and clinical practice in several areas of the scope of practice is such that they provide a consultancy service in these areas across an Area, geographic region or clinical network.

A Level 4 Senior Clinician's high level knowledge and clinical expertise across all areas of the relevant scope of practice is such that they provide a consultancy service within their discipline across an Area, geographic region or clinical network. A "generalist" Level 4 Senior Clinician would usually work in a rural or regional area.

(l) Level 4 Senior Clinicians provide advice to service managers on clinical service delivery development, practice and redesign. A Level 4 Senior Clinician will have the ability to assist and provide guidance to service managers in the development of clinical services in response to demand and client needs. Level 4 Senior Clinicians make a contribution to education activities related to their area of expertise.

(m) Student Educator - (Level 4)

A student educator is responsible for the discipline specific clinical supervision, teaching and co-ordination of educational activities for students on clinical placements within one or more health facilities. This involves liaison with education providers regarding educational outcomes of the clinical placement and student education and placement quality evaluation within an area, region, network or zone. The work may include contributing to discipline workforce research or clinical placement improvement initiatives.

A student educator may also be required to undertake research into adult education principles, models of best practice in training and education and training program development as required, in order to support and improve the delivery of training to students.

The student educator may also have a clinical load.

#### 4. Transition Arrangements

Single registered therapists and hygienists will have limited transition to the new oral health therapists scale, until the full oral health therapist qualifications are obtained. This is due to the broader scope of work of the oral health therapist over the existing classifications.

The transition will be:

Existing Grade 1 dental therapists and dental hygienists move to the new oral health therapist scale based on years of service to a maximum of Level 2 Year 2. Incremental progression beyond this can only occur with registration for the full scope of work of the oral health therapist.

Existing Grade 2 and Grade 3 Therapists move to the new oral health therapist scale based on years of service to a maximum of Level 2 Year 4.

Existing Community Dental Health Programs Officers move to Level 3 of the new oral health therapist scale based on years of service.

New positions of Level 3 or Level 4 will be advertised based upon the broader scope of work of the oral health therapist. If these are unable to be filled by suitably qualified applicants, consideration will be given to re-advertising the position(s) with single registration criteria.

There will be no new appointments to the classification of Community Dental Health Programs Officer or Dental Therapist Tutor. Any new appointments to the classifications of single registered dental therapist or dental hygienist will be employed against the new oral health therapist scale with the limited progression entitlements as prescribed in the transition arrangements for current employees.

### 5. Anti-Discrimination

- (i) It is the intention of the parties bound by this award to seek to achieve the object in section 3 (f) of the *Industrial Relations Act 1996* to prevent and eliminate discrimination in the workplace. This includes discrimination on the grounds of race, sex, marital status, disability, homosexuality, transgender identity, age and responsibilities as a carer.
- (ii) It follows that in fulfilling their obligations under the dispute resolution procedure prescribed by this award the parties have obligations to take all reasonable steps to ensure that the operation of the provisions of this award are not directly or indirectly discriminatory in their effects. It will be consistent with the fulfilment of these obligations for the parties to make application to vary any provision of the award which, by its terms or operation, has a direct or indirect discriminatory effect.
- (iii) Under the *Anti-Discrimination Act 1977*, it is unlawful to victimise an employee because the employee has made or may make or has been involved in a complaint of unlawful discrimination or harassment.
- (iv) Nothing in this clause is to be taken to affect:
  - (a) any conduct or act which is specifically exempted from anti-discrimination legislation;
  - (b) offering or providing junior rates of pay to persons under 21 years of age;
  - (c) any act or practice of a body established to propagate religion which is exempted under section 56(d) of the *Anti-Discrimination Act 1977*;
  - (d) a party to this award from pursuing matters of unlawful discrimination in any State or federal jurisdiction.
- (v) This clause does not create legal rights or obligations in addition to those imposed upon the parties by 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.

### 6. Salaries

Salaries shall be in accordance with the rates contained in the Health Professional Medical Salaries (State) Award.

### 7. Conditions of Employment

Conditions of Employment for employees shall be those prescribed in the Public Hospital (Professional and Associated Staff) Conditions of Employment (State) Award, subject to the preservation of accrued rights for employees transferred from the Public Service on 1 October 1986.



**8. No Extra Claims**

The parties to this award recognise that the award extinguishes all work value and special case claims up to the date of making of this award.

**9. Area, Incidence and Duration**

- (i) This Award rescinds and replaces the Public Hospital Dental Therapists (State) Award published 10 March 2006 (357 IG 977) and all variations thereof.
- (ii) This Award shall apply to persons employed in classifications contained herein employed in or in connection with the New South Wales Health Service as defined in section 16 of the Health Services Act 1997, or their successors, assignees or transmittes.
- (iii) This Award takes effect from the first pay period commencing on or after 17 September 2008, and shall remain in force for a period of three years.

E. A. R. BISHOP, Commissioner

---

Printed by the authority of the Industrial Registrar.

(770)

SERIAL C6546

## HEALTH PROFESSIONAL AND MEDICAL SALARIES (STATE) AWARD

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

Application by Health Services Union, Industrial Organisation of Employees.

(No. IRC 1762 of 2008)

Before Commissioner Bishop

23 September 2008

### VARIATION

1. Delete Table 1, Monetary Rates, of Part B of the award published 24 March 2006 (358 IG 363), and insert in lieu thereof the following:

### PART B

**Table 1 - Monetary Rates**

Classification	Rate from 1.7.2007 4%	Rate from first full pay period on or after 9.5.2008
<b>ABORIGINAL HEALTH CO-ORDINATOR</b>	\$	\$
1st year	79,188	
2nd year	81,414	
3rd year	84,738	
4th year	87,263	
<b>ABORIGINAL HEALTH EDUCATION OFFICERS</b>		
Non-Graduate		
1st year	745.10	
2nd year	789.20	
3rd year	832.50	
4th year	876.80	
5th year	918.40	
6th year	962.10	
7th year	1,005.20	
8th year	1,053.70	
9th year	1,097.50	
<b>SENIOR ABORIGINAL HEALTH EDUCATION OFFICER</b>		
Non-Graduate		
1st year	1,140.70	
2nd year	1,184.90	
<b>REGIONAL ABORIGINAL HEALTH EDUCATION OFFICER</b>		
Grade 1	1,242.80	
Grade 2	1,281.40	
Grade 3	1,319.90	

ABORIGINAL HEALTH EDUCATION OFFICER - GRADUATE		
1st year	858.20	
2nd year	899.90	
3rd year	956.00	
4th year	1,009.50	
5th year	1,069.00	
6th year	1,124.30	
7th year	1,171.70	
8th year	1,218.30	
9th year	1,270.90	

An Aboriginal Health Education Officer-Graduate who has completed 12 months service at the salary prescribed on the maximum of the scale and has demonstrated to the satisfaction of the Department by the work performed and the results achieved, the aptitude, abilities and qualities of mind warranting such payment, may progress to the following rate:

10th year	1,334.90	
11th year	1,399.10	

SENIOR ABORIGINAL HEALTH EDUCATION OFFICER - GRADUATE		
1st year	1,398.70	
2nd year	1,456.70	
3rd year	1,514.90	
ANALYST, CHEMIST, MICROBIOLOGIST, & SCIENTIFIC OFFICER		
(Transferred Staff of Division of Analytical Laboratories)		
Grade 1		
1st year	46,320	
2nd year	48,143	
3rd year	50,829	
4th year	54,480	
5th year	58,341	
6th year	61,801	
Grade 2		
1st year	64,827	
2nd year	66,749	
3rd year	68,784	
4th year	71,546	
Grade 3		
1st year	74,527	
2nd year	76,896	
3rd year	78,427	
Grade 4		
1st year	82,244	
2nd year	84,738	
3rd year	86,419	

Grade 5		
1st year	89,810	
2nd year	92,500	
PART-TIME GRADUATE ANALYST (P/hour)	30.58	
<b>BIOMEDICAL ENGINEERS</b>		
Grade 1		
1st year of service	47,796	
2nd year of service	50,706	
3rd year of service	54,200	
4th year of service	57,922	
5th year of service and thereafter	61,668	
Grade 2		
1st year of service	65,493	
2nd year of service	67,605	
3rd year of service	69,724	
4th year of service and thereafter	71,829	
Grade 3		
1st year of service	75,833	
2nd year of service	78,319	
3rd year of service	80,818	
4th year of service and thereafter	83,653	
Grade 4		
1st year of service	87,378	
2nd year of service	89,927	
3rd year of service and thereafter	92,456	
Grade 5		
1st year of service	96,290	
2nd year of service and thereafter	98,099	
Grade 6		
1st year of service	99,928	
2nd year of service and thereafter	101,776	
<b>CAREER MEDICAL OFFICERS</b>		
Grade 1		
Year 1	91,458	
Year 2	98,519	
Year 3	102,833	
Year 4	106,304	
Year 5	110,502	
Grade 2		
Year 1	114,753	
Year 2	118,320	
Year 3	125,256	
Year 4	136,276	
Senior		
Year 1	146,735	
Thereafter	157,481	

Transitional Grades - only applicable to eligible to employees employed on 20.4.2005		
Grade 1	125,256	
Grade 2	136,276	
Grade 3	146,735	
CLERK OF WORKS	61,890	
CO-ORDINATORS		
Group 1 - Cooma, Young, Ballina, Byron, Brunswick, Casino, Kyogle	60,830	
Group 3 - Moree, Tweed Heads, SW Zone 1,2,&5; Grafton, Armidale, Port Macquarie	65,270	
Group 5 - Tamworth	71,348	
Group 6 - Dubbo	74,259	

## ALLOWANCES-CO-ORDINATORS

The Co-ordinators allowance is applicable only to Co-ordinators in AHS and to individuals occupying Co-ordinators positions as at 30/3/87 who were earning a higher salary including allowances than those determined above as at 30/3/87

Future occupants, other than those in AHS, receive the salary for the positions listed above

Team Leaders Allowance		
In-charge 5 - 10 staff (p/week)	31.80	
In-charge 11 - 25 staff (p/week)	53.00	
In-charge 26 - 40 staff (p/week)	74.30	
In-charge of more than 40 staff(p/week)	84.90	
Area Co-ordinator's Allowance (p/week)	116.70	
DRUG AND ALCOHOL COUNSELLORS NON-GRADUATES		
Junior		
Junior at less than 19 years of age	23,987	
Junior at 19 years of age	26,976	
Junior at 20 years of age	29,826	
Grade 1		
1st year	38,864	
2nd year	41,174	
3rd year	43,432	
4th year	45,726	
5th year	47,903	
Grade 2		
1st year	50,191	
2nd year	52,428	

## ALLOWANCES - DRUG AND ALCOHOL ALCOHOLISM COUNSELLORS - NON-GRADUATE

Alcoholism Counsellor-2 years on maximum (per week)	45.90	
---	-------	--

<b>DENTAL ASSISTANTS JUNIOR</b>		
<b>DENTAL ASSISTANT</b>		
At 17 years	418.50	21,837
At 18 years	478.70	24,978
At 19 years	541.70	28,265
At 20 years	604.70	31,552
<b>Grade 1</b>		
1st year	788.70	41,153
2nd year	807.80	42,150
3rd year	825.90	43,094
4th year	845.70	44,127
<b>Grade 2</b>		
1st year	864.10	45,088
2nd year	896.80	46,794
3rd year	925.80	48,307
4th year	951.40	49,643
<b>Grade 3</b>		
1st year		54,513
2nd year		56,513
<b>Supervision Allowance</b>		
2-5 staff (per week)		24.90
6-10 staff (per week)		35.30
11.-15 staff (per week)		44.90
16-19 staff (per week)		55.00
<b>DENTAL HYGIENIST</b>		
1st year	38,392	Refer Oral Health Therapists for rates
2nd year	39,594	
3rd year	40,661	
4th year	41,689	
<b>DENTAL HYGIENIST - UNITED DENTAL HOSPITAL</b>		
2nd year	39,594	Refer Oral Health Therapists for rates
3rd year	40,661	
4th year	41,689	
<b>DENTAL OFFICERS</b>		
<b>Grade 1</b>		
1st year of service	57,086	Refer new Dental Officer Structure
2nd year of service	61,427	
3rd year of service	65,773	
4th year of service	70,115	
5th year of service	74,458	
6th year of service	78,802	
7th year of service	83,144	
<b>Grade 2</b>		
1st year of service	86,401	"
2nd year of service	89,652	"
<b>Grade 3</b>		
1st year of service and thereafter	93,346	"

Grade 4		
1st year of service and thereafter	97,256	"
Grade 5		
1st year of service and thereafter	102,685	"
DENTAL OFFICERS - UNITED DENTAL HOSPITAL		
Grade 1		
1st year of service	57,086	"
2nd year of service	61,427	"
3rd year of service	65,773	"
4th year of service	70,115	"
5th year of service	74,458	"
6th year of service	78,802	"
7th year of service	83,144	"
Grade 2		
1st year of service	86,401	"
2nd year of service	89,652	"
Grade 3		
1st year of service and thereafter	93,346	"
Grade 4		
1st year of service and thereafter	97,256	"
Grade 5		
1st year of service and thereafter	102,685	"
DENTAL OFFICERS (New Structure)		
Level 1		
1st year		65,649
2nd year		75,639
3rd year		80,632
4th year		85,627
Level 2		
1st year		90,622
2nd year		95,616
Level 3		
1st year		101,060
2nd year		104,100
3rd year		106,060
Level 4		
1st year		121,088
2nd year		124,575
Dental Officer Management Allowance		
Level 1 (per annum)		5,000
Level 2 (per annum)		10,100
Area Director Oral Health Clinical Services		
Level 1 (per annum)		133,069

Level 2 (per annum)		146,376
Level 3(per annum)		168,619
<b>DENTAL SPECIALISTS</b>		
1st year of service	96,169	114,411
2nd year of service	99,860	118,833
3rd year of service	103,552	123,227
4th year of service	107,458	127,875
5th year of service	111,368	132,527

\* For supplementary payment in lieu of private Practice or On-call/Recall Allowance refer to Determination - Dental Staff Specialists Part A, B and C

Deputy Director Dental Services - Westmead	120,057	Refer Area Director of Oral Health Clinical Services
Director Dental Services - Westmead	146,625	
Director Dental Services - Royal Newcastle	115,712	
Senior Clinical Specialist		139,000
Dental Specialist Management Allowance (p/a)		7,500

#### DENTAL SPECIALISTS - UNITED DENTAL HOSPITAL

1st year of service	96,169	Refer new Dental Specialist Structure " "
2nd year of service	99,860	
3rd year of service	103,552	
4th year of service	107,458	
5th year of service	111,368	
Deputy Director Dental Services	120,057	Refer Area Director of Oral Health Clinical Services
Director Dental Services	146,621	
<b>TRANSFERRED DENTAL OFFICERS/SPECIALISTS AS AT 1/10/86</b>		
<b>DENTAL OFFICER</b>		
Grade 2 - 2nd year of service	89,652	Refer Dental Officer/Specialist Structure
Grade 4 - 1st year of service	97,256	
Grade 5 - 1st year of service	102,685	
Specialist - 5th year of service	111,368	"
<b>DENTAL TECHNICIANS</b>		
Trainee		
Stage 1 - (first 6 months)	558.50	29,142
Stage 2 - (6 months to 1 year)	577.50	30,133
Stage 3 - (1 year to 18 months)	638.20	33,300
Stage 4 - (18 months to 2 years)	661.80	34,532
Grade 1		Level 1
1st year	864.10	45,088
2nd year	896.80	46,794
3rd year	925.80	48,307
4th year	951.40	49,643
5th year	1,017.00	53,066



Grade 2		Level 2
1st year	1,017.00	53,066
2nd year	1,052.40	54,913
Grade 3		Level 3
1st year	1,087.70	56,755
2nd year	1,156.40	60,339
Grade 4		Level 4
1st year	1,212.60	63,272
2nd year	1,232.30	64,300
Level 5		Level 5
1st year		70,700
2nd year		74,000
Deputy Chief Dental Technician (Sydney Dental Hospital - 2008 current occupant only )		
1st year	1,323.80	69,074
2nd year	1,371.30	71,552

<b>DENTAL THERAPISTS</b>		
Grade 1 - Dental Therapist		
1st year	42,762	Refer Oral Health Therapists " " " "
2nd year	44,843	
3rd year	46,933	
4th year	49,013	
5th year of service	51,125	
6th year of service & thereafter	53,325	
Grade 2 - Senior Dental Therapist		
1st year	54,428	"
2nd year	56,633	"
3rd year	58,852	"
4th year	61,062	"
Grade 3 - Dental Therapist Tutor		
1st year	56,633	"
2nd year	58,852	"
<b>STUDENT DENTAL THERAPIST</b>		
<b>Dependant Student living at Home</b>		
under 18 years of age	105.90	No longer Applicable
18 years of age and over	127.40	No longer Applicable
<b>Dependant Student living away from Home</b>		
under 18 years of age	175.10	No longer Applicable
18 years of age and over	193.40	No longer Applicable
<b>Independent Student</b>		
16 to 17 years of age	175.10	No longer Applicable
18 to 20 years of age	193.40	No longer Applicable
21 years of age and over	229.40	No longer Applicable
Independent Student - 2nd year	445.50	No longer Applicable

Community Dental programme Officer	69,547	No longer Applicable
<b>DENTAL THERAPISTS - UNITED DENTAL HOSPITAL</b>		
<b>Dental Therapist</b>		
1st year of service	42,762	Refer Oral Health Therapists
2nd year of service	44,843	
3rd year of service	46,933	
4th year of service	49,013	
5th year of service	51,125	
6th year of service	53,325	
7th year of service	53,325	
8th year of service	53,325	
<b>Senior Dental Therapist</b>		
1st year of service	54,428	"
2nd year of service	56,633	"
3rd year of service	58,852	"
4th year of service	61,062	"
<b>TRANSFERRED DENTAL THERAPIST AS AT 1/10/86</b>		
Grade 1 - Dental Therapist - 6th year	53,325	"
Grade 3 - Dental Therapist Tutor -3rd year	61,062	"
<b>ORAL HEALTH THERAPISTS</b>		
<b>Level 1</b>		
1st year		46,089
2nd year		47,825
3rd year		50,771
4th year		54,260
<b>Level 2</b>		
1st year		58,004
2nd year		61,683
3rd year		64,685
4th year		66,774
<b>Level 3</b>		
1st year		71,820
2nd year		74,224
<b>Level 4</b>		
1st year		77,935
2nd year		79,883
<b>DENTAL PROTHETISTS</b>		
<b>Level 1</b>		
1st year		56,755
2nd year		60,339
<b>Level 2</b>		
1st year		63,272
2nd year		64,300

Level 3		
1st year		70,700
2nd year		74,000
Director of Animal Care - Westmead	1,704.50	
<b>ENVIRONMENTAL HEALTH OFFICERS</b>		
1st year	44,796	
2nd year	46,948	
3rd year	49,861	
4th year	52,667	
5th year	55,773	
6th year	58,661	
7th year	61,115	
8th year	63,559	
9th year	66,320	
10th year - Performance Barrier	69,657	
11th year - Performance Barrier	72,991	

In order to progress to Year 10 of the scale, an Environmental Health Officer must have:

- (i) completed 12 months service at the salary prescribed on the maximum of the scale; and
- (ii) have demonstrated to the satisfaction of the Corporation by the work performed and the results achieved, the aptitude and qualities of mind warranting such payment.

After 12 months satisfactory work performance on Year 10, the officer will progress to the year 11 rate. Under no circumstances can Environmental Health Officers receive Year 10 or Year 11 rates unless they fulfil these criteria.

<b>SENIOR ENVIRONMENTAL HEALTH OFFICERS</b>		
1st year	76,003	
2nd year	79,042	
<b>TRAINEE ENVIRONMENTAL HEALTH OFFICER</b>		
1st year	36,659	
2nd year	38,011	
3rd year	39,371	
4th year	40,724	
<b>TRANSFERRED ENVIRONMENTAL HEALTH OFFICERS</b>		
Environmental Health Officer - 35 hrs p/wk		
- 11th year - Performance Barrier	72,991	
<b>Senior Environmental Health Officer-35 hrs p/week</b>		
1st year	76,003	
2nd year	79,042	

HEALTH EDUCATION OFFICERS		
HEALTH EDUCATION OFFICER - NON-GRADUATE		
1st year of service	38,864	
2nd year of service	41,172	
3rd year of service	43,431	
4th year of service	45,726	
5th year of service	47,902	
6th year of service	50,186	
7th year of service	52,426	
8th year of service	54,976	
9th year of service & thereafter	57,268	
HEALTH EDUCATION OFFICER - GRADUATE		
1st year of service	44,796	
2nd year of service	46,948	
3rd year of service	49,861	
4th year of service	52,667	
5th year of service	55,773	
6th year of service	58,661	
7th year of service	61,115	
8th year of service	63,559	
9th year of service & thereafter	66,320	

A Graduate Health Education Officer who:

- (i) has completed 12 months service at the salary prescribed on the maximum of the scale;
- (ii) has demonstrated to the satisfaction of the Corporation (or Delegate via Grading Committee) by the work performed and the results achieved, the aptitude, abilities and qualities of mind warranting such payment, may progress to the following rate

On Maximum for 12 months	69,657	
--------------------------	--------	--

and after 12 months service in receipt of this rate, shall be paid the following rate subject to approval of the Grading Committee.

On Maximum for further 12 months	73,003	
----------------------------------	--------	--

PART-TIME HEALTH EDUCATION OFFICER		
Graduate (p/hour)	33.50	
Non-Graduate (p/hour)	28.85	
SENIOR HEALTH EDUCATION OFFICER-NON-GRADUATE		
1st year of service	59,525	
2nd year of service	61,861	
SENIOR HEALTH EDUCATION OFFICER - GRADUATE		
1st year of service	72,991	
2nd year of service	76,003	
3rd year of service	79,042	

The ONLY position approved by the Department as Senior Health Education Officer is at Royal Prince Alfred Hospital

Part-time Ethnic Health Worker (p/hour)	28.88	
Part-time Ethnic Day Care Co-ordinator (p/hr)	29.20	

<b>TRANSFERRED HEALTH EDUCATION OFFICERS AS AT 1/10/86</b>		
<b>Health Education Officer - Non-Graduate</b>		
1st year of service	38,864	
2nd year of service	41,172	
3rd year of service	43,431	
4th year of service	45,726	
5th year of service	47,902	
6th year of service	50,186	
7th year of service	52,426	
8th year of service	54,976	
9th year of service & thereafter	57,268	
<b>Health Education Officer - Graduate</b>		
9th year of service	66,320	
On Maximum 12 months	69,657	
On maximum further 12 months	73,003	
<b>Senior Health Education Officer-Non-Graduate</b>		
2nd year	61,861	
<b>Senior Health Education Officer-Graduate</b>		
3rd year	79,042	
<b>HOSPITAL SCIENTISTS / MEDICAL TECHNOLOGISTS</b>		
<b>CHIEF HOSPITAL SCIENTIST</b>		
If sole Hospital Scientist in a hospital or in-charge of other Hospital Scientists or trainees at Hospitals having an A.D.A. of occupied beds of:		
Less than 200 A.D.A.		
1st year	1,622.40	
2nd year	1,667.40	
3rd year and thereafter	1,724.00	
If in-charge of other Hospital Scientists or trainees at hospitals having an A.D.A. of occupied beds of:		

Over 200 A.D.A.		
1st year	1,724.00	
2nd year	1,776.50	
3rd year and thereafter	1,821.20	
<b>ALLOWANCE</b>		
Provided that where a Chief Hospital Scientist is the holder of a Fellowship of the Australian Institute of Medical Technology shall be paid an allowance of:		
Fellowship of A.I.M.T. (p/week)	44.30	
<b>SENIOR HOSPITAL SCIENTIST</b> (senior medical technologist in-charge of section)		
1st year	1,376.40	
2nd year	1,422.50	
3rd year and thereafter	1,462.20	
<b>HOSPITAL SCIENTIST</b> (MEDICAL TECHNOLOGIST)		
1st year	883.40	
2nd year	916.60	
3rd year	973.00	
4th year	1,039.60	
5th year	1,111.40	
6th year	1,182.20	
7th year	1,239.70	
8th year	1,279.70	
<b>HOSPITAL SCIENTIST</b> (MEDICAL TECHNOLOGIST) - UNITED DENTAL HOSPITAL		
1st year	883.40	
2nd year	916.60	
3rd year	973.00	
4th year	1,039.60	
5th year	1,111.40	
6th year	1,182.20	
7th year	1,239.70	
8th year	1,279.70	
<b>HOSPITAL SCIENTIST</b> (SCIENTIFIC OFFICER)		
1st year	883.40	
2nd year	916.60	
3rd year	973.00	
4th year	1,039.60	
5th year	1,111.40	
6th year	1,182.20	
7th year	1,239.70	
8th year & thereafter	1,279.70	

SENIOR OR CHIEF HOSPITAL SCIENTIST (senior scientific officer)		
1st year	1,376.40	
2nd year	1,422.50	
3rd year	1,462.20	
4th year	1,622.40	
5th year	1,667.40	
6th year	1,724.00	
7th year	1,776.50	
8th year & thereafter	1,821.20	

## ALLOWANCES

Provided that a Senior Hospital Scientist shall not progress beyond the salary prescribed for the third year of the scale unless such officer holds a post-graduate degree in Science at least equivalent to the degree of Master of Science of an approved university or has been admitted as a Member of the Australian Association of Clinical Biochemists or holds such qualifications as are deemed equivalent.

Provided further that any Senior Hospital Scientist in receipt of the fourth year of service rate and above or Principal Hospital Scientist who holds the degree of Master of Science or is a Fellow of the Australian Institute of Medical Laboratory Scientists or holds appropriate equivalent qualifications shall be paid the following allowance:

Senior/Principal H. S., Master of Science (p/wk)	47.10	
PRINCIPAL HOSPITAL SCIENTIST (Principal Scientific Officer)		
1st year	1,951.10	
2nd year	1,999.80	
3rd year	2,053.60	
4th year	2,102.60	
5th year	2,153.50	
6th year	2,203.90	
7th year	2,254.80	
8th year	2,306.30	
9th year	2,356.40	
10th year & thereafter	2,408.50	

Provided that a Principal Hospital Scientist shall not progress beyond the salary prescribed for the fourth year of the scale unless such officer holds a post-graduate degree in Science at least equivalent to the Degree of Doctor of Philosophy of an approved university or has been admitted as a Fellow of the Australian Association of Clinical Biochemists, or holds such qualifications as are deemed equivalent.

TRAINEE HOSPITAL SCIENTIST		
1st year	477.90	
2nd year	517.00	
3rd year	594.70	
4th year	681.70	
5th year	766.90	
6th year	844.60	

The Commencing salary of the Trainee Hospital Scientist who on appointment has completed part of a degree course shall be fixed having regard to that part of the course that has been successfully completed.

Provided that each year of full-time or part-time study for an appropriate degree combined with employment as a Trainee Hospital Scientist shall be considered for salary purposes as the equivalent of one year's service in the Trainee Hospital Scientist scale.

<b>HOSPITAL SCIENTIST IN-CHARGE OF SECTION</b>		
1st year	1,376.40	
2nd year	1,422.50	
3rd year	1,462.20	
<b>CHIEF HOSPITAL SCIENTIST IN-CHARGE OF LAB</b>		
<b>Less than 200 A.D.A.</b>		
1st year	1,622.40	
2nd year	1,667.40	
3rd year	1,724.00	
<b>More than 200 A.D.A.</b>		
1st year	1,724.00	
2nd year	1,776.50	
3rd year	1,821.20	
<b>TRANSFERRED HOSPITAL SCIENTISTS (Scientific Officers)</b>		
<b>HOSPITAL SCIENTIST (Scientific Officer) - Oliver Latham Laboratory</b>		
5th year	1,111.40	
6th year	1,182.20	
7th year	1,239.70	
8th year & thereafter	1,279.70	
<b>SENIOR OR CHIEF HOSPITAL SCIENTIST (Senior Scientific Officer) - Oliver Latham Laboratory</b>		
1st year	71,823	
2nd year	74,225	
3rd year	76,304	
4th year	84,657	
5th year	87,007	
6th year	89,942	
7th year	92,686	
8th year & thereafter	95,029	
<b>PRINCIPAL HOSPITAL SCIENTIST (Principal Scientific Officer) - Oliver Latham Laboratory</b>		
3rd year	2,053.60	
4th year	2,102.60	
5th year	2,153.50	
6th year	2,203.90	
7th year	2,254.80	
8th year	2,306.30	
9th year	2,356.40	
10th year & thereafter	2,408.50	



HOSPITAL SCIENTIST (Scientific Officer) - I.C.P.M.R.		
8th year	1,279.70	
SENIOR HOSPITAL SCIENTIST (Senior Scientific Officer) - I.C.P.M.R.		
1st year	1,376.40	
2nd year	1,422.50	
3rd year	1,462.20	
4th year	1,622.40	
5th year	1,667.40	
6th year	1,724.00	
7th year	1,776.50	
8th year & thereafter	1,821.20	
HOSPITAL SCIENTIST (SCIENTIFIC OFFICER) - UNITED DENTAL HOSPITAL		
Hospital Scientist (Scientific Officer)		
1st year	883.40	
2nd year	916.60	
3rd year	973.00	
4th year	1,039.60	
5th year	1,111.40	
6th year	1,182.20	
7th year	1,239.70	
8th year & thereafter	1,279.70	
Senior Hospital Scientist (Senior Scientific Officer)		
1st year	1,376.40	
2nd year	1,422.50	
3rd year	1,462.20	
4th year	1,622.40	
5th year	1,668.10	
6th year	1,724.00	
7th year	1,776.50	
8th year & thereafter	1,821.20	
Principal Hospital Scientist (Principal Scientific Officer)		
1st year	1,947.60	
2nd year	1,999.80	
3rd year	2,053.60	
4th year	2,102.60	
5th year	2,153.40	
6th year	2,203.90	
7th year	2,254.80	
8th year	2,306.30	
9th year	2,356.10	
10th year & thereafter	2,408.50	
Trainee Hospital Scientist		
1st year	463.80	
2nd year	501.80	
3rd year	577.50	

4th year	661.80	
5th year	744.60	
6th year	819.90	
<b>Chief Hospital Scientist</b>		
1st year	1,622.40	
2nd year	1,667.30	
3rd year	1,724.00	
<b>LIBRARY STAFF</b>		
<b>Librarian-Grade 1</b>		
Year 1	46,320	
Year 2	49,012	
Year 3	51,784	
Year 4	55,010	
Year 5	57,772	
Year 6	60,518	
<b>Librarian-Grade 2</b>		
Year 1	63,056	
Year 2	65,527	
Year 3	68,784	
Year 4	71,546	
<b>Librarian-Grade 3</b>		
Year 1	75,308	
Year 2	77,634	
Year 3	80,683	
Year 4	83,906	
<b>Librarian-Grade 4</b>		
Year 1	86,419	
Year 2	88,962	
Year 3	91,589	
Year 4	94,443	
<b>Library Assistant</b>		
Year 1	36,229	
Year 2	38,448	
Year 3	40,857	
Year 4	43,903	
Year 5	45,524	
<b>Library Technician - Grade 1</b>		
Year 1	46,320	
Year 2	49,012	
Year 3	51,784	
Year 4	55,010	
<b>MEDICAL OFFICERS</b>		
INTERN	49,946	
<b>RESIDENT</b>		
1st year	58,544	
2nd year	64,391	
3rd year	72,931	
4th year	79,173	

REGISTRAR		
1st year	72,931	
2nd year	79,173	
3rd year	85,441	
4th year	91,458	
SENIOR REGISTRAR	102,833	

For the purposes of calculation of payments to officers pursuant to the provisions of this award, one hour's pay shall be calculated in accordance with the following formula:

$$\frac{\text{Annual Salary}}{52.17857} \times \frac{1}{38}$$

and one day's pay shall be calculated by multiplying one hour's pay (as calculated in accordance with the above formula) by 7.6

#### ALLOWANCES

Higher Medical Qualification Allowance (p/week)	43.16	
---	-------	--

The above allowance is paid to officers who obtain an appropriate higher medical qualification subsequent to graduation. It does not apply to an officer appointed as a Senior Registrar.

The salary prescribed for a Senior Registrar has taken into account that a higher medical qualification is a prerequisite for appointment.

Higher medical Qualification after 5 years (p/wk)	21.58	
---	-------	--

The qualification allowance is paid when an Officer in his/her fifth and subsequent years of registrar-ship is expected to meet the formal requirements of a higher medical qualification in that year.

PART-TIME MEDICAL OFFICERS		
Less than 3 yrs post-graduate experience (p/hr)	42.30	
More than 3 yrs post-graduate experience (p/hr)	49.30	
More than 6 yrs post-graduate experience (p/hr)	59.70	

Provided that no officer may be employed for more than 24 hours in any period of 7 consecutive days.

Formula: Part-time Medical Officer with less than 3 years post-graduate experience = 1st year Registrar divided by 52.17857 divided by 38 plus 15%.

Part-time Medical Officer with more than 3 years post-graduate experience = 3rd year Registrar divided by 52.17857 divided by 38 plus 15%.

Part-time Medical Officer with more than 6 years post-graduate experience = Senior Registrar divided by 52.17857 divided by 38 plus 15%

<b>TRANSFERRED MEDICAL OFFICERS</b>		
Less than 6 yrs post-graduate experience (p/hr)	48.00	
6 to less than 10 yrs post graduate exper. (p/hr)	69.20	
10 yrs or more post-graduate experience (p/hr)	75.60	
Possess Dip. of Psychological Medical (p/hr)	71.00	
Dip.of Psychological Medical more than 2 yrs (p/hour)	75.60	
Medical Officer-5th Schedule - 10th year	108,164	
Community Physician	135,911	

<b>MEDICAL RECORDS ADMINISTRATOR</b>		
1st year	44,279	
2nd year	46,076	
3rd year	48,505	
4th year	50,737	
5th year	53,036	
6th year	55,622	
7th year & thereafter	57,972	
<b>RESEARCH/ANALYST/SPECIALIST DEPT. OR SECTION</b>	61,801	
<b>MEDICAL RECORDS MANAGER</b>		
Grade 1	63,696	
Grade 2	65,920	
Grade 3	68,484	
Grade 4	73,920	
Grade 5	76,499	
Grade 6	79,234	
Grade 7	82,165	
Grade 8	88,466	
<b>COUNTRY REGIONS</b>	76,499	
<b>MEDICAL SUPERINTENDENTS CHIEF EXECUTIVE OFFICER</b>		
Level 1	171,213	
- 16% Clinical Loading	27,394	
Level 2	163,155	
- 16% Clinical Loading	26,105	
Level 3	155,093	
- 16% Clinical Loading	24,815	
Level 4	125,580	
- 16% Clinical Loading	20,093	
Level 5	114,838	
- 16% Clinical Loading	18,374	

<b>MEDICAL SUPER/DEPUTY CHIEF EXECUTIVE OFFICER</b>		
Level 1	163,155	
- 16% Clinical Loading	26,105	
Level 2	155,093	
- 16% Clinical Loading	24,815	
Level 3	144,361	
- 16% Clinical Loading	23,098	
Level 4	114,838	
- 16% Clinical Loading	18,374	
Level 5	109,468	
- 16% Clinical Loading	17,515	
<b>DEPUTY MEDICAL SUPERINTENDENT</b>		
Level 1	144,361	
- 16% Clinical Loading	23,098	
Level 2	125,580	
- 16% Clinical Loading	20,093	
Level 3	114,838	
- 16% Clinical Loading	18,374	
<b>ASSISTANT MEDICAL SUPERINTENDENT</b>		
Level 1		
- 1st year	120,215	
- 16% Clinical Loading	19,234	
- 2nd year	125,580	
- 16% Clinical Loading	20,093	
Level 2		
- 1st year	109,468	
- 16% Clinical Loading	17,515	
- 2nd year	114,838	
- 16% Clinical Loading	18,374	
Level 3		
- 1st year	104,115	
- 16% Clinical Loading	16,658	
- 2nd year	109,468	
- 16% Clinical Loading	17,515	
Level 4		
- 1st year	93,370	
- 16% Clinical Loading	14,939	
- 2nd year	98,742	
- 16% Clinical Loading	15,799	
<b>CLINICAL SUPERINTENDENT</b>		
Level 1		
- 1st year	109,468	
- 16% Clinical Loading	17,515	
- 2nd year	114,838	
- 16% Clinical Loading	18,374	
Level 2		
- 1st year	104,115	
- 16% Clinical Loading	16,658	
- 2nd year	109,468	
- 16% Clinical Loading	17,515	

## ALLOWANCES

The qualification allowance shall only apply to those officers who were receiving this allowance as of April, 1986 and have continued to remain in the position held by them as of that date.

Higher Medical Qualification Allowance - where an officer holds a higher medical qualification relevant to his/her hospital work (p/week) 38.66

Diploma Hospital Admin. issued AIHA (p/week) 22.77

Diploma or Degree Hospital Administration from a University-where the officer has no higher medical qualification, but holds a diploma or degree in Hospital Administration (p/week) 22.77

Hospitals are graded at level indicated below:

Level 1 - Royal Prince Alfred Hospital, Prince Henry/Prince of Wales Hospital Group, Royal North Shore Hospital, The Parramatta Hospitals, Royal Newcastle Hospital

Level 2 - St.Vincents Hospital, Darlinghurst, St.George Hospital, Royal Alexandra Hospital for Children.

Level 3 - Sydney Hospital, Hornsby & Ku-Ring-Gai Hospital, Wollongong Hospital, Bankstown Hospital, Blacktown District Hospital, Gosford Hospital, Liverpool Hospital, Mater Misericordiae Hospital-Waratah, Sutherland Hospital, Royal Hospital for Women, Tamworth Group, Moree Group, Armidale Group, Maitland Group.

Level 4 - Albury Base Hospital, Auburn District Hospital, Balmain District Hospital, Broken Hill & District Hospital, Canterbury Hospital, Cessnock District Hospital, Dubbo Base Hospital, Fairfield District Hospital, Grafton Base Hospital, Lewisham Hospital, Lismore Base Hospital, Mater Misericordiae Hospital-North Sydney, Manning River District Hospital, Mount Druitt Hospital, Nepean District Hospital, Orange Base Hospital, Ryde Hospital, Wagga Wagga Base Hospital Port Kembla District Hospital, Manly District Hospital, St.Margaret's Hospital for Women, Mona Vale District Hospital, Wallsend Hospital, Goulburn Group, Queanbeyan Group, Bega Group, Young Group, Hastings Valley, Group, Macleay Valley Group.

Level 5 - Langton Clinic, Royal Ryde Homes, Griffith Base Hospital, Western Suburbs Hospital, Bathurst District Hospital, Blue Mountains District Anzac Memorial Hospital, Camden Hospital, Lithgow District Hospital, Marrickville District Hospital, Royal South Sydney Hospital, St.Joseph's Hospital -Auburn, St.Luke's Hospital, Hawkesbury District Hospital, Harbour District Hospital, Campbelltown District Hospital, Rachel Forster Hospital

Medical Superintendent-Personal-Dr. Hensen 166,766

MEDICAL ADMINISTRATION TRAINING SCHEME		
1st year	88,695	
2nd year	93,370	
3rd year	104,115	
4th year	109,468	
5th year	114,838	
6th year	120,215	
7th year	125,580	

Exception of Annual Leave & Clinical Loading

Annual Leave entitlement is 4 weeks

No Clinical Loading is payable.

<b>MUSIC THERAPIST - UNQUALIFIED</b>		
Junior		
16 years and under (p/hour)	12.25	
17 years and under(p/hour)	14.19	
18 years (p/hour)	16.02	
19 years (p/hour)	18.00	
20 years(p/hour)	20.09	
Adult		
1st year (p/hour)	21.44	
2nd year (p/hour)	21.92	
3rd year & thereafter (p/hour)	22.35	
<b>NURSE COUNSELLORS</b>		
Non-Graduate		
1st year of service	40,560	
2nd year of service	42,475	
3rd year of service	44,916	
4th year of service	47,172	
5th year of service	49,590	
Graduate		
1st year of service	45,213	
2nd year of service	47,383	
3rd year of service	50,354	
4th year of service	53,033	
5th year of service	56,189	
6th year of service	58,725	
7th year of service	61,128	
8th year of service	63,269	
9th year of service	66,336	
<b>PROJECT MANAGER</b>		
Grade 1		
1st year	69,468	
2nd year	71,349	
Grade 2		
1st year	74,260	
2nd year	76,497	
Grade 3		
1st year	79,099	
2nd year	81,319	
Grade 4		
1st year	84,276	
2nd year	86,520	
<b>REMEDIAL GYMNAST (QUALIFIED)</b>		
1st year	752.30	
2nd year	775.30	
3rd year	821.20	
4th year	864.10	

5th year	908.30	
6th year & thereafter	952.10	
<b>SESSIONAL RATES</b>		
Music Therapist (per session *)	165.00	
Occupational Therapist (per session *)	165.00	
Orthoptist (per session *)	165.00	
Physiotherapist (per session *)	165.00	
Podiatrist (per session *)	165.00	
Speech Pathologist (per session *)	165.00	
* session = 3½ hours		
Audiometrist (per hour)	107.50	
<b>SEXUAL ASSAULT WORKERS - NON-GRADUATE</b>		
<b>Grade 1</b>		
1st year	38,860	
2nd year	41,174	
3rd year	43,431	
4th year	45,725	
5th year	47,900	
<b>Grade 2</b>		
1st year	50,186	
2nd year	52,423	
<b>SOCIAL EDUCATORS</b>		
1st year	46,948	
2nd year	49,861	
3rd year	52,667	
4th year	55,772	
5th year	58,661	
6th year	61,115	
7th year	63,560	
8th year & thereafter	66,320	
<b>PROGRAM DIRECTOR</b>		
1st year	84,462	
2nd year	86,419	
<b>WELFARE OFFICERS - NON-GRADUATE</b>		
<b>Junior</b>		
At less than 19 years	23,987	
At 19 years	26,976	
At 20 years	29,826	
<b>Adult - Grade 1</b>		
1st year	38,860	
2nd year	41,174	
3rd year	43,431	
4th year	45,725	
5th year	47,900	



Adult - Grade 2		
1st year	50,186	
2nd year & thereafter	52,423	
ALLOWANCE		
Welfare Officer (Social) 2 years on Maximum (p/week)	48.90	

2. This variation shall take effect on and from 17 September 2008.

E. A. R. BISHOP, Commissioner

---

Printed by the authority of the Industrial Registrar.

## HEALTH, FITNESS AND INDOOR SPORTS CENTRES (STATE) AWARD

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

Application by The Australian Workers' Union, New South Wales, Industrial Organisation of Employees.

(No. IRC 67 of 2009)

Before Commissioner Ritchie

20 February 2009

### VARIATION

1. Delete paragraph (d) of subclause (vi) Wages, of clause 28, Traineeships of the award published 4 May 2001 (324. I.G. 497) and insert in lieu thereof the following:
  - (d) The rates of pay in this award include the adjustments payable under the State Wage Case 2006. These adjustments may be offset against:
    - (i) any equivalent overaward payments, and/or
    - (ii) award wage increases since 29 May 1991 other than safety net, State Wage Case, and minimum rates adjustments.
  
2. Delete subparagraph (ii) of paragraph (g) of subclause (vi) Wages of the said clause 28, and insert in lieu thereof the following:
  - (ii) Wage Rates for Certificate IV Traineeships
    - (a) Trainees undertaking an AQF IV traineeship shall receive the relevant weekly wage rate for AQF III trainees at Industry/Skill Levels A,B, or C as applicable with the addition of 3.8 per cent of that wage rate.
    - (b) An adult trainee who is undertaking a traineeship for an AQF IV qualification shall receive the following weekly wage as applicable based on the allocation of AQF III qualifications:

Industry/Skill Level	First Year of Traineeship \$	Second Year of Traineeship \$
Industry/Skill Level A	487.00	506.00
Industry/Skill Level B	468.00	486.00
Industry/Skill Level C	421.00	437.00

3. Delete Part C, Trainee Monetary Rates, and insert in lieu thereof the following:

### PART C

#### MONETARY RATES

**Table 1 - Weekly Rates - Industry/Skill Level A**

Where the accredited training course and work performed are for the purpose of generating skills which have been defined for work at Skill Level A.

	Highest year of schooling completed		
	Year 10 \$	Year 11 \$	Year 12 \$
School Leaver	229.00	252.00	303.00
Plus 1 year out of school	252.00	303.00	352.00
Plus 2 years	303.00	352.00	410.00
Plus 3 years	352.00	410.00	469.00
Plus 4 years	410.00	469.00	469.00
Plus 5 years or more	469.00	469.00	469.00

The average proportion of time spent in Structured Training which has been taken into account in setting the above rates is 20 per cent.

**Table 2 - Weekly Rates - Industry/Skill Level B**

Where the accredited training course and work performed are for the purpose of generating skills which have been defined for work at Skill Level B.

	Highest year of schooling completed		
	Year 10 \$	Year 11 \$	Year 12 \$
School Leaver	229.00	252.00	293.00
Plus 1 year out of school	252.00	293.00	337.00
Plus 2 years	293.00	337.00	396.00
Plus 3 years	337.00	396.00	451.00
Plus 4 years	396.00	451.00	451.00
Plus 5 years or more	451.00	451.00	451.00

The average proportion of time spent in structured training which has been taken into account in setting the above rates is 20 per cent.

**Table 3 - Weekly Rates - Industry/Skill Level C**

Where the accredited training course and work performed are for the purpose of generating skills which have been defined for work at Skill Level C.

	Highest year of schooling completed		
	Year 10 \$	Year 11 \$	Year 12 \$
School Leaver	229.00	252.00	289.00
Plus 1 year out of school	252.00	289.00	325.00
Plus 2 years	289.00	325.00	363.00
Plus 3 years	325.00	363.00	406.00
Plus 4 years	363.00	406.00	406.00
Plus 5 years or more	406.00	406.00	406.00

The average proportion of time spent in structured training which has been taken into account in setting the above rates is 20 per cent.

**Table 4 - School-Based Traineeships**

	Year of Schooling	
	Year 11 \$	Year12 \$
School based Traineeships Skill Levels A, B and C	229.00	252.00

The average proportion of time spent in structured training which has been taken into account in setting the above rates is 20 per cent.

4. This variation shall take effect from the first full pay period to commence on or after 20 February 2009.

D.W. RITCHIE, Commissioner

---

Printed by the authority of the Industrial Registrar.

## HEALTH, FITNESS AND INDOOR SPORTS CENTRES (STATE) AWARD

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

Application by The Australian Workers' Union, New South Wales, Industrial Organisation of Employees.

(No. IRC 67 of 2009)

Before Commissioner Ritchie

20 February 2009

### VARIATION

1. Delete paragraph (d) of subclause (vi) Wages, of clause 28, Traineeships of the award published 4 May 2001 (324. I.G. 497) and insert in lieu thereof the following:
  - (d) The rates of pay in this award include the adjustments payable under the State Wage Case 2007. These adjustments may be offset against:
    - (i) any equivalent overaward payments, and/or
    - (ii) award wage increases since 29 May 1991 other than safety net, State Wage Case, and minimum rates adjustments.
  
2. Delete subparagraph (ii) of paragraph (g) of subclause (vi) Wages of the said clause 28, and insert in lieu thereof the following:
  - (ii) Wage Rates for Certificate IV Traineeships
    - (a) Trainees undertaking an AQF IV traineeship shall receive the relevant weekly wage rate for AQF III trainees at Industry/Skill Levels A,B, or C as applicable with the addition of 3.8 per cent of that wage rate.
    - (b) An adult trainee who is undertaking a traineeship for an AQF IV qualification shall receive the following weekly wage as applicable based on the allocation of AQF III qualifications:

Industry/Skill Level	First Year of Traineeship \$	Second Year of Traineeship \$
Industry/Skill Level A	503.00	522.00
Industry/Skill Level B	485.00	503.00
Industry/Skill Level C	438.00	455.00

3. Delete Part C, Trainee Monetary Rates, and insert in lieu thereof the following:

## PART C

### MONETARY RATES

**Table 1 - Weekly Rates - Industry/Skill Level A**

Where the accredited training course and work performed are for the purpose of generating skills which have been defined for work at Skill Level A.

	Highest year of schooling completed		
	Year 10 \$	Year 11 \$	Year 12 \$
School Leaver	237.00	261.00	313.00
Plus 1 year out of school	261.00	313.00	364.00
Plus 2 years	313.00	364.00	424.00
Plus 3 years	364.00	424.00	485.00
Plus 4 years	424.00	485.00	485.00
Plus 5 years or more	485.00	485.00	485.00

The average proportion of time spent in Structured Training which has been taken into account in setting the above rates is 20 per cent.

**Table 2 - Weekly Rates - Industry/Skill Level B**

Where the accredited training course and work performed are for the purpose of generating skills which have been defined for work at Skill Level B.

	Highest year of schooling completed		
	Year 10 \$	Year 11 \$	Year 12 \$
School Leaver	237.00	261.00	303.00
Plus 1 year out of school	261.00	303.00	349.00
Plus 2 years	303.00	349.00	410.00
Plus 3 years	349.00	410.00	467.00
Plus 4 years	410.00	467.00	467.00
Plus 5 years or more	467.00	467.00	467.00

The average proportion of time spent in structured training which has been taken into account in setting the above rates is 20 per cent.

**Table 3 - Weekly Rates - Industry/Skill Level C**

Where the accredited training course and work performed are for the purpose of generating skills which have been defined for work at Skill Level C.

	Highest year of schooling completed		
	Year 10 \$	Year 11 \$	Year 12 \$
School Leaver	237.00	261.00	300.00
Plus 1 year out of school	261.00	300.00	338.00
Plus 2 years	300.00	338.00	377.00
Plus 3 years	338.00	377.00	422.00
Plus 4 years	377.00	422.00	422.00
Plus 5 years or more	422.00	422.00	422.00

The average proportion of time spent in structured training which has been taken into account in setting the above rates is 20 per cent.

**Table 4 - School-Based Traineeships**

	Year of Schooling	
	Year 11 \$	Year12 \$
School based Traineeships Skill Levels A, B and C	237.00	261.00

The average proportion of time spent in structured training which has been taken into account in setting the above rates is 20 per cent.

4. This variation shall take effect from the first full pay period to commence on or after 20 August 2009.

D.W. RITCHIE, Commissioner

---

Printed by the authority of the Industrial Registrar.

## HEALTH, FITNESS AND INDOOR SPORTS CENTRES (STATE) AWARD

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

Application by The Australian Workers' Union, New South Wales, Industrial Organisation of Employees.

(No. IRC 67 of 2009)

Before Commissioner Ritchie

20 February 2009

### VARIATION

1. Delete paragraph (d) of subclause (vi) Wages, of clause 28, Traineeships of the award published 4 May 2001 (324. I.G. 497) and insert in lieu thereof the following:
  - (d) The rates of pay in this award include the adjustments payable under the State Wage Case 2008. These adjustments may be offset against:
    - (i) any equivalent overaward payments, and/or
    - (ii) award wage increases since 29 May 1991 other than safety net, State Wage Case, and minimum rates adjustments.
  
2. Delete subparagraph (ii) of paragraph (g) of subclause (vi) Wages of the said clause 28, and insert in lieu thereof the following:
  - (ii) Wage Rates for Certificate IV Traineeships
    - (a) Trainees undertaking an AQF IV traineeship shall receive the relevant weekly wage rate for AQF III trainees at Industry/Skill Levels A,B, or C as applicable with the addition of 3.8 per cent of that wage rate.
    - (b) An adult trainee who is undertaking a traineeship for an AQF IV qualification shall receive the following weekly wage as applicable based on the allocation of AQF III qualifications:

Industry/Skill Level	First Year of Traineeship \$	Second Year of Traineeship \$
Industry/Skill Level A	523.00	543.00
Industry/Skill Level B	504.00	523.00
Industry/Skill Level C	456.00	473.00



3. Delete Part C, Trainee Monetary Rates, and insert in lieu thereof the following:

## PART C

### MONETARY RATES

**Table 1 - Weekly Rates - Industry/Skill Level A**

Where the accredited training course and work performed are for the purpose of generating skills which have been defined for work at Skill Level A.

	Highest year of schooling completed		
	Year 10 \$	Year 11 \$	Year 12 \$
School Leaver	246.00	271.00	326.00
Plus 1 year out of school	271.00	326.00	379.00
Plus 2 years	326.00	379.00	441.00
Plus 3 years	379.00	441.00	504.00
Plus 4 years	441.00	504.00	504.00
Plus 5 years or more	504.00	504.00	504.00

The average proportion of time spent in Structured Training which has been taken into account in setting the above rates is 20 per cent.

**Table 2 - Weekly Rates - Industry/Skill Level B**

Where the accredited training course and work performed are for the purpose of generating skills which have been defined for work at Skill Level B.

	Highest year of schooling completed		
	Year 10 \$	Year 11 \$	Year 12 \$
School Leaver	246.00	271.00	315.00
Plus 1 year out of school	271.00	315.00	363.00
Plus 2 years	315.00	363.00	426.00
Plus 3 years	363.00	426.00	486.00
Plus 4 years	426.00	486.00	486.00
Plus 5 years or more	486.00	486.00	486.00

The average proportion of time spent in structured training which has been taken into account in setting the above rates is 20 per cent.

**Table 3 - Weekly Rates - Industry/Skill Level C**

Where the accredited training course and work performed are for the purpose of generating skills which have been defined for work at Skill Level C.

	Highest year of schooling completed		
	Year 10 \$	Year 11 \$	Year 12 \$
School Leaver	246.00	271.00	312.00
Plus 1 year out of school	271.00	312.00	352.00
Plus 2 years	312.00	352.00	392.00
Plus 3 years	352.00	392.00	439.00
Plus 4 years	392.00	439.00	439.00
Plus 5 years or more	439.00	439.00	439.00

The average proportion of time spent in structured training which has been taken into account in setting the above rates is 20 per cent.

**Table 4 - School-Based Traineeships**

	Year of Schooling	
	Year 11 \$	Year12 \$
School based Traineeships Skill Levels A, B and C	246.00	271.00

The average proportion of time spent in structured training which has been taken into account in setting the above rates is 20 per cent.

4. This variation shall take effect from the first full pay period to commence on or after 20 February 2010.

D.W. RITCHIE, Commissioner

---

Printed by the authority of the Industrial Registrar.

# NEW SOUTH WALES LOTTERIES CORPORATION (SALARIES, ALLOWANCES AND CONDITIONS OF EMPLOYMENT) 2008 AWARD

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

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

(No. IRC 1683 of 2008)

Before Commissioner Ritchie

30 April 2009

## REVIEWED AWARD

### PART A

#### 1. Contents

Clause No.	Subject Matter
1.	Contents
2.	Definitions - General
3.	Intentions
4.	Salaries
5.	Salary Sacrifice and Packaging Arrangements
6.	Salary Related Allowances
7.	No Extra Claims
8.	Contract of Employment
9.	Categories of Employment
10.	Flexible Working Hours
11.	Overtime (Excluding Shift Workers)
12.	Shift Work
13.	12-Hour Shift Work
14.	Public Holidays
15.	Transport of Employees Finishing Work Late at Night or Commencing Work Early in the Morning
16.	Transferred Employees
17.	Compensation for Business Travel
18.	Higher Duties Allowances
19.	Expense Related Allowances
20.	Leave
21.	Time Off for External Study
22.	Staff Development and Training Activities
23.	Recruitment, Selection and Appointment
24.	Sickness - Medical Examination
25.	Managing Workplace Change
26.	Redeployment and Priority Placement
27.	Union Rights
28.	Consultation between the Parties
29.	Workloads
30.	Negotiating the Next Award
31.	Human Resources Manual
32.	Deduction of Association Membership Fees
33.	Anti-Discrimination
34.	Grievance and Dispute Resolution
35.	Area, Incidence and Duration

## PART B

## SCHEDULES

- Schedule 1 - Salaries
- Schedule 2 - Salary Related Allowances
- Schedule 3 - Expense Related Allowances
- Schedule 4 - 12 Hour Shift Work Rosters - 8 Week Rotations
- Schedule 5 - Calculation of Annualised Shift Loading -  
12 Hour Shift Work

**2. Definitions - General**

"Act" means - the *State Owned Corporations Act 1989*.

"The Corporation" means - the New South Wales Lotteries Corporation which was established as a Statutory State Owned Corporation under the Act by the *New South Wales Lotteries Corporatisation Act 1996*.

"Association" means - the Public Service Association and Professional Officers' Association Amalgamated Union of New South Wales.

"Crown Employees Award" means - the Crown Employees (Public Sector - Salaries 2008) Award made 16 October 2008 by the NSW Industrial Relations Commission published 15 May 2009 (367 I.G. 1580).

"Memorandum of Understanding" means - the document agreed on between NSW Lotteries Corporation and the Public Service Association and Professional Officers' Association Amalgamated Union of New South Wales.

"Chief Executive Officer" means - the Chief Executive Officer of NSW Lotteries Corporation as defined by the Act.

"Divisional Director" means - the head of a function (ie division) within the Corporation.

"Branch Head" means - the employee who has managerial responsibility for a key activity or activities within the Corporation.

"Employee" means - an employee of New South Wales Lotteries Corporation excluding Casual Employee and Executive or Specialist staff employed under an individual contract of employment.

"Casual Employee" is a person employed on an irregular, intermittent and hourly basis whose only applicable award conditions are prescribed at subclause 9.5.

"Call Back" means - those occasions where an employee is directed to return to work outside of ordinary hours or outside the bandwidth where a flexible working hours scheme is involved.

"Flexible Working Hours" means - a system of attendance whereby individual employees select their starting and finishing times, subject to the convenience of the Corporation, its business needs and work demands.

"Human Resources Manual" means - the NSW Lotteries' Human Resources Manual.

"Minimum Daily Contract Hours" means - the standard full-time contract hours for a day or a shift which are:

7 Hours for employees under Clause 10, Flexible Working Hours;

7 Hours for employees working under Clause 12, Shift work; or

10 Hours for employees working under Clause 13, 12-hour Shift Work conditions.

"Ordinary Hours of Work" shall be 35 hours per week, or an average of 140 hours in a four week period.

"Ordinary Rate of Pay" means - the base rate of pay for Ordinary Hours of work, excluding overtime, shift allowances, weekend penalties and all other allowances not regarded as salary.

"Overtime" means - all time worked at the direction of the Corporation, whether before or after the ordinary daily hours of work, which from its character or from special circumstances, cannot be performed during the employee's ordinary daily hours of work. Where a flexible working hours scheme is in operation, overtime shall not be worked before 6pm. In the case of shift workers, overtime is worked outside the rostered "ordinary hours of work".

"Public Holiday" means - the days prescribed at Clause 14.2 of this Award.

"7-Day shift workers" means - employees whose shift arrangements involve work over the full seven-day week, 365 days per annum.

### 3. Intentions

- 3.1 The parties to this award have agreed to the s19 review. The New South Wales Lotteries Corporation (Salaries, Allowances and Conditions of Employment) 2008 Award rescinds and replaces the New South Wales Lotteries Corporation (Salaries, Allowances and Conditions of Employment) 2004 Award, published 23 December 2005 (355 I.G. 636), which award's term expired on 30 June 2007.
- 3.2 The employees of the Corporation covered by this Award will receive salaries and salary increases not less than those received by the employees covered by the Crown Employees Award.
- 3.3 Should the Industrial Relations Commission of NSW increase the salary rates for the employees covered by the Crown Employees Award or an award replacing that award, then the Corporation will pay the higher amount in lieu of salary rates in this award. Such higher salary rates shall be paid from the date awarded by the Industrial Relations Commission of New South Wales.

The parties intend that any such salary will be reflected in this award either by variation to it or by the making of a new award.

- 3.4 Should the Industrial Relations Commission of New South Wales increase salary rates for the employees covered by the Crown Employees Award, or an award replacing that award, to an amount below that payable to employees of the Corporation, then the Corporation will continue to pay the higher salary rate provided by this Award or an award replacing that Award.

### 4. Salaries

1. The salaries payable are prescribed in Schedule 1 Salaries, in Part B, of this Award.
2. The salaries prescribed in the said Schedule reflect the increase specified below:

Date of Salary Variation - The First Full Pay Period to Commence on or After	Percentage Increase in Rate of Salary
1 July 2008	4%
1 July 2009	4%

3. The salaries increases referred to in subclause 4.2, insofar as they apply from the first full pay period on or after 1 July 2008, shall only be paid to those employees who are employed as at 7 November 2008.
4. Job Evaluation

The salaries prescribed in the said Schedule 1 Salaries, will be based on evaluations conducted in accordance with an agreed job evaluation methodology.

5. Increments
  - (a) Payment
    - (i) The payment of an increment under this Award shall be made only with the prior approval of the Chief Executive Officer or delegate.
    - (ii) The payment of an increment to an employee is subject to satisfactory conduct and satisfactory performance of duties.
    - (iii) Where a salary scale prescribes an increment according to age, that increment shall be paid on the due date.
  - (b) Deferral
    - (i) The payment of an increment may be deferred from time-to-time, but may not be deferred for more than twelve months at any one time.
    - (ii) An employee must be promptly notified in writing by the Chief Executive Officer or delegate, of any decision to defer payment of an increment.

### **5. Salary Sacrifice and Packaging Arrangements**

1. The entitlement to salary package in accordance with this clause is available to:
  - (a) permanent full-time and part-time employees;
  - (b) temporary employees, subject to the Corporation's convenience.
2. For the purposes of this clause:
  - (a) "salary" means the salary or rate of pay prescribed for the employee's classification by clause 4, Salaries, or Part B of this Award, and any other payment that can be salary packaged in accordance with Australian taxation law.
  - (b) "post compulsory deduction salary" means the amount of salary available to be packaged after payroll deductions required by legislation or order have been taken into account. Such payroll deductions may include, but are not limited to, taxes, compulsory superannuation payments, HECS payments, child support payments, and judgement debtor/garnishee orders.
3. By mutual agreement with the Corporation, an employee may elect to package a part or all of their post compulsory deduction salary in order to obtain:
  - (a) a benefit or benefits selected from those approved by the Corporation; and
  - (b) an amount equal to the difference between the employee's salary, and the amount specified by the Corporation for the benefit provided to or in respect of the employee in accordance with such agreement.
4. An election to salary package must be made prior to the commencement of the period of service to which the earnings relate.
5. The agreement shall be known as a Salary Packaging Agreement.
6. Except in accordance with subclause 7, a Salary Packaging Agreement shall be recorded in writing and shall be for a period of time as mutually agreed between the employee and the Corporation at the time of signing the Salary Packaging Agreement.

7. Where an employee makes an election to sacrifice a part or all of their post compulsory deduction salary as additional employer superannuation contributions, the employee may elect to have the amount sacrificed:
  - (a) paid into the superannuation fund established under the *First State Superannuation Act 1992*; or
  - (b) where the employer is making compulsory employer superannuation contributions to another complying superannuation fund, paid into the same complying fund; or
  - (c) subject to the Corporation's agreement, paid into another complying superannuation fund.
8. Where the employee makes an election to salary sacrifice, the employer shall pay the amount of post compulsory deduction salary, the subject of election, to the relevant superannuation fund.
9. Where the employee makes an election to salary package and where the employee is a member of a superannuation scheme established under the:
  - (a) *Superannuation Act 1916*;
  - (b) *State Authorities Superannuation Act 1987*; or
  - (c) *State Authorities Non-contributory Superannuation Act 1987*,the Corporation must ensure that the employee's superable salary for the purposes of the above Acts, as notified to the SAS Trustee Corporation, is calculated as if the Salary Packaging Agreement had not been entered into.
10. Where the employee makes an election to salary package, and where the employee is a member of a superannuation fund other than a fund established under legislation listed in subclause 9 of this clause, the Corporation must continue to base contributions to that fund on the salary payable as if the Salary Packaging Agreement had not been entered into. This clause applies even though the superannuation contributions made by the Corporation may be in excess of superannuation guarantee requirements after the salary packaging is implemented.
11. Where the employee makes an election to salary package:
  - (a) subject to Australian Taxation law, the amount of salary packaged will reduce the salary subject to appropriate PAYG taxation deductions by the amount packaged; and
  - (b) any allowance, penalty rate, payment for unused leave entitlements, weekly worker's compensation or other payment, other than any payments 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 the employee's rate of pay, shall be calculated by reference to the rate of pay which would have applied to the employee under clause 4, Salaries, or Part B of this Award if the Salary Packaging Agreement had not been entered into.
12. The Corporation may vary the range and type of benefits available from time to time following discussion with the Association. Such variations shall apply to any existing or future Salary Packaging Agreement from date of such variation.
13. The Corporation will determine from time to time the value of the benefits provided following discussion with the Association. Such variations shall apply to any existing or future Salary Packaging Agreement from the date of such variation. In this circumstance, the employee may elect to terminate the Salary Packaging Agreement.

## 6. Salary Related Allowances

### 1. Allowance

#### (a) First-aid Allowances

- (i) An allowance prescribed in Item (i) of Schedule 2 - Salary Related Allowances, of Part B, shall be paid to employees appointed as First-aid Officers who are holders of a current First-aid certificate issued after completion of a WorkCover approved first-aid course.
- (ii) An allowance prescribed in Item (ii) of the said Schedule 2, shall be paid to an employee appointed as a First-aid Officer who is a holder of a current Occupational First-aid certificate or a qualification deemed equivalent in the Occupational Health and Safety Regulation 2001, in lieu of the allowance set out in Item (i) of the said Schedule 2.
- (iii) The First Aid Allowance shall be paid during a period of Recreation (Annual) Leave, Extended (Long Service) Leave or Sick Leave or any combination of paid leave of up to four weeks.
- (iv) Where the First Aid Officer is absent on leave for a period of one week or more, an employee selected to perform the duties of First Aid Officer may be paid a pro rata allowance if the full duties are assumed.

#### (b) Community Language Allowance

- (i) An allowance prescribed in Item (iii) of said Schedule 2, shall be paid to employees appointed as Community Language Allowance recipients who possess a basic level of competence in a community language and who work in locations where their community language can be utilised to assist clients and:
  - have passed a test conducted by an accredited organisation;
  - are not employed as interpreters and translators; and
  - are not employed in those positions where particular language skills are an integral part of essential requirements of the position.
- (ii) Employees who qualify receive only one allowance regardless of the number of languages spoken.
- (iii) The Community Language Allowance shall be paid during periods of Recreation (Annual) Leave, Extended (Long Service) Leave or Sick Leave or a combination of or any combination of paid leave of up to four weeks.

#### (c) Forklift Allowance

- (i) An allowance prescribed in Item (iv) of said Schedule 2, shall be paid to employees designated as Forklift Drivers at Lidcombe Distribution Centre and who possess a Forklift Driver's licence.
- (ii) The Forklift Allowance shall be paid during periods of Recreation (Annual) Leave, Extended (Long Service) Leave or Sick Leave or a combination of or any combination of paid leave of up to four weeks.

### 2. Increases

The allowances provided for in this clause are adjusted in line with movements to Salaries.



## 7. No Extra Claims

1. This Award provides for pay increases of 4% effective from the first full pay period to commence on or after 1 July 2008, and a further increase of 4% with effect from the first full pay period to commence on or after 1 July 2009.
2. The pay increase provided by this Award is premised on the basis that there shall be no new salaries or conditions claims arising from negotiations of productivity and efficiency improvements covered by the agreement referred to in subclause 7.1 above for the period to 30 June 2010.

## 8. Contract of Employment

### 1. General

- (a) Payment for employees will be on a fortnightly basis.
- (b) All employees of the Corporation covered by this Award will work where nominated from time to time by the Chief Executive Officer or delegate.
- (c) All employees will be required to perform the full range of related work activities equivalent to their positions. In addition, the Corporation may direct an employee to carry out such duties as are within the employee's skill, competence and training provided that such duties are not to be used as a means of de-skilling the employee.
- (d) For the purposes of meeting the business needs of the Corporation, the Chief Executive Officer or delegate may require any employee to work reasonable overtime including work on Saturdays, Sundays and Public Holidays or shift work at the rates prescribed by this Award.
- (e) Whenever a staff member (or the Association on behalf of a member) is dissatisfied with any circumstance of employment, the Grievance and Dispute Resolution Procedures prescribed in Clause 34 of this award shall be followed.
- (f) Employees will be expected to be committed to corporate values; the achievement of corporate goals including provision of quality customer service; and demonstrate a willingness to participate in continuous improvement programs.
- (g) Except as otherwise specified in this Award, an employee shall bear the cost of travel to and from work.
- (h) Where an employee is supplied with clothing and/ or equipment in relation to their work, such clothing or equipment must be used in conformance with prevailing occupational health and safety standards.

### 2. Hours of Work

- (a) Where employees observe flexible working hours, the provisions of Clause 10, Flexible Working Hours, shall apply.
- (b) No employee is to work for more than five hours without a meal break. Such meal breaks shall be unpaid.
- (c) Where employees work under rostered shift work, the provisions of Clause 11 shall apply, excepting employees working under a rostered 12-hour shift work arrangement where Clause 12 shall apply.
- (d) Standard hours of work shall be 8.30 am to 4.30pm, Monday to Friday inclusive.
- (e) The Chief Executive Officer may require a staff member to perform duty beyond the hours determined under subclauses (a), (c) and (d) of this clause but only if it is reasonable for the staff

member to be required to do so. A staff member may refuse to work additional hours in circumstances where the working of such hours would result in the staff member working unreasonable hours. In determining what is unreasonable the following factors shall be taken into account:

- (1) the staff member's prior commitments outside the workplace, particularly the staff member's family and carer responsibilities, community obligations or study arrangements;
- (2) any risk to staff member health and safety;
- (3) the urgency of the work required to be performed during additional hours, the impact on the operational commitments of the organisation and the effect on client services;
- (4) the notice (if any) given by the Chief Executive Officer regarding the working of the additional hours, and by the staff member of their intention to refuse the working of additional hours; or
- (5) any other relevant matter.

### 3. Special Work Requirements - Allowances

- (a) The Chief Executive Officer may approve the payment of a specialist, skill shortage or market allowance to employees with specific skills required by the Corporation.
- (b) The Chief Executive Officer may approve the payment of additional allowances to an individual employee where there are special work requirements or unusual circumstances.

### 4. Termination Of Employment

- (a) Employment may be terminated by either party (i.e. the employee or the Corporation) by giving two weeks written notice.
- (b) The Corporation may give two weeks pay in lieu of notice.
- (c) If an employee fails to give two weeks notice, two weeks pay will be forfeited, except in exceptional circumstances.
- (d) An employee who has given or been given notice, and is absent from work without acceptable proof, will only be paid for work performed during the period of notice.

## **9. Categories of Employment**

### 1. General

An employee will only be employed by the Corporation in accordance with the employment categories in this clause.

### 2. Permanent Employment

Permanent employment means regular and ongoing employment that is not temporary or casual employment and for which there is no date set for the employment to end.

### 3. Temporary Employment

- (a) Temporary employment means engagement on a contract of employment for a fixed period of time not normally in excess of twelve (12) months. A temporary employment contract will specify the starting and finishing dates of that employment or will define the task to be undertaken, the completion of which will bring the contract to an end.

- (b) Temporary employment will only be offered in the following circumstances:
  - (i) For the duration of a specified task or project, or
  - (ii) To carry out the duties of a position that is temporarily vacant, or
  - (iii) To provide additional assistance in a particular work area, or
  - (iv) In connection with the secondment or exchange of staff, or
  - (v) To undertake a traineeship or cadetship, or
  - (vi) For any other temporary purpose.
- (c) In exceptional circumstances the Chief Executive Officer may approve an extension to the period of temporary employment beyond twelve (12) months.
- (d) All other provisions of this Award relevant to permanent employees will apply to temporary employees.
- (e) The Chief Executive Officer may approve the payment of a specialist, skill shortage or market allowance to employees with specific skills required by the Corporation.

#### 4. Casual Employment

- (a) Casual Employment means engagement on an irregular or intermittent basis.
- (b) A casual employee is engaged by the hour and paid on an hourly basis.
- (c) A casual employee shall receive an hourly rate of one thirty-fifth of the appropriate weekly rate of salary, plus a casual loading of 15% which is in lieu of all other entitlements specified in this Award, plus compensation of 4/48ths of earnings for annual holiday pay. *The Long Service Leave Act 1955* provides long service leave for casual employees.
- (d) Casual employees will be paid fortnightly for hours worked.
- (e) Where the period of engagement on any one day exceeds five (5) hours, an unpaid meal break of at least half an hour must be taken.
- (f) Casual employees will be entitled to payment for overtime in accordance with the provisions of this Award only when the contracted hours per day are exceeded.
- (g) Casual employees are entitled to unpaid parental leave under Chapter 2, Part 4, Division 1, Section 54, Entitlement to Unpaid Parental Leave, in accordance with the *Industrial Relations Act 1996*. The following provisions shall also apply in addition to those set out in the *Industrial Relations Act 1996* (NSW).
  - (i) The Corporation must not fail to re-engage a regular casual employee (see Section 53(2) of the Act) because:
    - (a) the employee or employee's spouse is pregnant; or
    - (b) the employee is or has been immediately absent on parental leave.

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

- (h) Personal Carers Entitlement for casual employees
- (i) Casual employees are entitled to not be available to attend work, or to leave work if they need to care for a family member described in clause 20.14(b) of the award who is sick and requires care and support, or who requires care due to an unexpected emergency, or the birth of a child. This entitlement is subject to the evidentiary requirements set out below in (iv), and the notice requirements set out in (v).
  - (ii) The Corporation and the casual employee shall agree on the period for which the employee is 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) The Corporation must not fail to re-engage a casual employee because the employee accessed the entitlements provided for in this clause. The rights of an employer to engage or not to engage a casual employee are otherwise not affected.
  - (iv) The casual employee shall, if required:
    - (a) establish either by production of a medical certificate or statutory declaration, the illness of the person concerned and that the illness is such as to require care by another person, or
    - (b) establish by production of documentation acceptable to the employer or a statutory declaration, the nature of the emergency and that such emergency resulted in the person concerned requiring care by the employee.

In normal circumstances, a casual employee must not take carer's leave under this subclause where another person had taken leave to care for the same person.
  - (v) The casual employee must, as soon as reasonably practicable and during the ordinary hours of the first day or shift of such absence, inform the employer of their inability to attend for duty. If it is not reasonably practicable to inform the employer during the ordinary hours of the first day or shift of such absence, the employee will inform the employer within 24 hours of the absence.
- (i) Bereavement entitlements for casual employees
- (i) Casual employees are entitled to not be available to attend work, or to leave work upon the death in Australia of a family member on production of satisfactory evidence (if required by the employer).
  - (ii) The Corporation and the casual employee shall agree on the period for which the employee is 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) The Corporation must not fail to re-engage a casual employee because the employee accessed the entitlements provided for in this clause. The rights of an employer to engage or not engage a casual employee are otherwise not affected.
  - (iv) The casual employee must, as soon as reasonably practicable and during the ordinary hours of the first day or shift of such absence, inform the employer of their inability to attend for duty. If it is not reasonably practicable to inform the employer during the ordinary hours of the first day or shift of such absence, the employee will inform the employer within 24 hours of the absence.

## 5. Secure Employment

## (a) Objective of this Clause

The objective of this clause is for the Corporation to take all reasonable steps to provide its employees with secure employment by maximising the number of permanent positions in the Corporation'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 the Corporation 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) The Corporation shall give the employee notice in writing of the provisions of this subclause within four weeks of the employee having attained such a period of six months. However, the employee retains his or her right of election under this subclause if the Corporation fails to comply with this notice.
- (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 Corporation 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 Clause 34 Grievance and Dispute Resolution of this award.
- (iv) Any casual employee who does not, within four weeks of receiving written notice from the Corporation, 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 Corporation.
- (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 Corporation and employee shall, in accordance with this paragraph, and subject to paragraph (b)(iii), discuss and agree upon:
  - (a) whether the employee will convert to full time or part time employment; and
  - (b) if it is agreed that the employee will become a part time employee, the number of hours and the pattern of hours that will be worked either consistent with any other part time employment provisions of this award pursuant to a part time work agreement made under Chapter 2, Part 5 of the *Industrial Relations Act 1996* (NSW)

Provided that an employee who has worked on a full time basis throughout the period of casual employment has the right to elect to convert his or her contract of employment to full time employment and an employee who has worked on a part

time basis during the period of casual employment has the right to elect to convert his or her contract of employment to part time employment, on the basis of the same number of hours and times of work as previously worked, unless other arrangements are agreed between the Corporation 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 Clause 34 Grievance and Dispute Resolution of this award.
  - (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:
    - (a) A "labour hire business" is a business (whether an organisation, business enterprise, company, partnership, co-operative, sole trader, family trust or unit trust, corporation and/or person) which has as its business function, or one of its business functions, to supply staff employed or engaged by it to another employer for the purpose of such staff performing work or services for that other employer.
    - (b) A "contract business" is a business (whether an organisation, business enterprise, company, partnership, co-operative, sole trader, family trust or unit trust, corporation and/or person) which is contracted by another employer to provide a specified service or services 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) The Corporation when engaging a labour hire business and/or a contract business to or partially on the Corporation's premises shall do the following (either directly, or through the agency of the labour hire or contract business):
    - (a) consult with employees of the labour hire business and/or contract business regarding the workplace occupational health and safety consultative arrangements;
    - (b) provide employees of the labour hire business and/or contract business with appropriate occupational health and safety induction training including the appropriate training required for such employees to perform their jobs safely;
    - (c) provide employees of the labour hire business and/or contract business with appropriate personal protective equipment and/or clothing and all safe work method statements that they would otherwise supply to their own employees: and
    - (d) ensure employees of the labour hire business and/or contract business are made aware of any risks identified in the workplace and the procedures to control those risks.
  - (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 Clause 34 Grievance and Dispute Resolution 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.

#### 6. Full Time And Part Time Employment

- (a) Both permanent and temporary employment may be either full time or part time.
- (b) A full time employee means a person employed on ordinary hours of work, either under a flexible working arrangement or fixed starting and finishing times or in rostered shift work.
- (c) A part time employee means a person employed for less than the ordinary hours of work of an equivalent full time employee, either under a flexible working arrangement, or under an agreed fixed starting and finishing times arrangement, or in rostered shift work.
- (d) A request by an employee for a part time work or job sharing arrangement or other variation to full time employment, will be genuinely considered by the Corporation.
- (e) The hours and days to be worked by a part time employee will be agreed on prior to the commencement of the employment.
- (f) A part time employee may work more than their regular numbers of hours by agreement.
- (g) These additional hours may be accrued as flex time when part time employees work on their normal day of work. When additional days are worked, these hours will be paid at the equivalent casual rate.
- (h) Part time employees will be paid an hourly rate calculated by dividing the weekly ordinary rate of pay appropriate to the grade and step of the employee by the number of hours worked by an equivalent full time employee.
- (i) A part time employee will be entitled to payments in respect of recreation leave, sick leave, extended leave and all other forms of authorised leave on a proportional basis to the equivalent full time employee.
- (j) Subject to this clause, all other provisions of this Award relevant to full time employees will apply to part time employees on a pro-rata basis.

### 10. Flexible Working Hours

#### 1. General

A flexible approach to hours of work will be adopted provided that the business needs of the Corporation are met. A Flexible Working Hours system is established for employees (except shift workers or employees working under set hours), whereby individual employees may select their starting and finishing times, subject to the convenience of the Corporation, its business needs and work demands.

#### 2. Hours Worked

- (a) An individual employee may select starting and finishing times from day-to-day within the bandwidth, subject to coretime provisions, the supervisor's approval and the availability of work.
- (b) Where on any day it appears that work will not be available for an employee prior to a specified time, not being a time later than the commencement of standard hours (ie 8.30am), nothing in subclause 10.2 (a) shall prevent the employee being directed not to commence work prior to such specified time.

- (c) All employees shall be entitled to work their minimum daily contract hours on any day.
- (d) The Corporation may require an employee to work the minimum daily contract hours on any day.
- (e) Where gainful work is available, an employee may accrue work time in excess of the minimum daily contract hours where the supervisor is satisfied that work is available and it is convenient to the Corporation for the employee to work.
- (f) Employees shall not work more than ten hours per day.
- (g) Nothing in this Clause shall prevent the Corporation requiring an employee or group of employees to revert to working standard hours pursuant to subclause 8.2 (d), where it is evident that an employee, or group of employees, is not observing the conditions of this Clause 10 and associated administrative instructions, or not maintaining a satisfactory level of conduct or performance of work.

### 3. Bandwidth

- (a) The bandwidth (span of hours) is Monday to Friday between 7am and 7pm during which time normal work can be undertaken.
- (b) Overtime will be paid from 6pm, when an employee has been directed to work beyond 6pm.
- (c) Subject to a prior agreement between the branch head and employee(s), work undertaken outside the bandwidth is credited to an employee for each occasion. Any work performed outside the bandwidth without prior approval of the branch head shall not be credited.
- (d) Where exceptional personal circumstances can be demonstrated, the bandwidth may be varied by agreement between an employee and the supervisor/ manager and approved by the divisional director for a specified period. Coretime may be varied in conjunction to the change to Bandwidth. Such an arrangement will be subject to review at no greater than six monthly intervals.

### 4. Coretime

- (a) Coretime is the period of the working day when all employees are required to be at work, unless on lunch break or authorised leave.
- (b) Coretime shall be a period between 9.30 am. and 3.30 pm.
- (c) In normal circumstances, an employee commencing work after, or ceasing work before, coretime, must apply for an appropriate amount of leave in one hour units or a Quarter Flex. In rare and exceptional circumstances, the supervisor/ manager may approve an employee commencing work within no more than half an hour after the start of coretime.
- (d) Where exceptional personal circumstances can be demonstrated, coretime may be varied by agreement between an employee and the supervisor/ manager and approved by the divisional director for a specified period. Bandwidth may be varied in conjunction to the change to Coretime. Such an arrangement will be subject to review at no greater than six monthly intervals. Such an arrangement made at the employee's request will not attract any or additional shift allowance rate.

### 5. Lunch Break

- (a) Employees are required to take a minimum lunch break of half an hour, by no later than five hours after commencing work.
- (b) Employees are entitled to take a lunch break of one hour between 11.30 am to 2.30 pm.



- (c) A lunch break up to a maximum of two and a half hours may be taken. The supervisor's prior approval is required for a meal break in excess of one hour.
6. Contract Hours
- (a) The daily contract hours for employees on flexible working hours are seven hours on each normal working day. Therefore an employee's contract hours for each four weekly settlement period shall be 140 hours (i.e. 4 x 35).
- (b) An employee's contract hours shall be the basis for determining whether that employee has accumulated credit or debit hours during any settlement period.
- (c) Where leave for part of a day is taken, the absence shall be calculated to the next whole hour and added to the hours worked to determine the total accumulated hours for that day.
7. Settlement Period
- (a) For the purpose of this Clause 10, a settlement period shall be four weeks.
- (b) Where electronic time recording equipment is used, clocks shall be read on the last day of each settlement period.
8. Accumulation and Carry Over
- (a) An employee may accumulate credit or debit hours throughout a settlement period, up to a carry forward maximum of ten hours credit/debit by working varied hours to the daily contract hours, subject to work availability and business needs.
- (b) Where an employee's accumulation of credit hours at the end of a settlement period exceeds ten hours, the excess hours shall be forfeited.
- (c) Where an employee's accumulation of debit hours at the end of a settlement period exceeds ten hours, the excess hours accumulated shall be debited against the employee's accrued annual (recreation) leave or, should the employee have no such leave available, shall be taken as leave without pay.
- (d) Except where flex leave is taken, when any form of leave including leave without pay is taken, the equivalent time charged up to a maximum of seven hours on any one day, shall be manually credited to an employee's flexible working hours record.
9. Flex Leave
- (a) An employee may elect to take a maximum of eight (8) hours flex leave in a settlement period. This may be taken as:
- one (1) full day, or
- two (2) half-days, or
- one (1) half-day and two (2) quarter-days, or
- four (4) quarter-days.
- (b) An employee shall obtain the approval of the supervisor prior to proceeding on flex leave. It is not necessary for an employee to have a credit balance when taking flex leave.
- (c) A half-day flex leave must either precede the period of work for the day or follow the period of work for that day, i.e. a period of at least three hours must be worked during the bandwidth, either before or after flex leave.

- (d) Where a half-day flex leave is to be combined either with Recreation (Annual) Leave or Study Time so as to take a full day's absence from work, the absence may comprise either: three hours Recreation (Annual) Leave/Study Time and four hours flex leave, or four hours Recreation (Annual) Leave/ Study Time and three hours flex leave.
- (e) A quarter-day flex leave (i.e. up to two hours absence) may not be combined with other forms of leave or study time, to make up a full day's absence from work.
- (f) Flex leave may be taken before or immediately after recreation (annual) leave. It may not be taken during a period of recreation (annual) leave. Two full days flex leave may not be taken on consecutive working days, except when those days are in adjoining settlement periods.
- (g) During a peak period where an employee is unable to take any flex leave (including a half-day or quarter-day flex leave), then the employee may accrue an additional seven hours up to a carry forward maximum of seventeen hours credit into the next settlement period, subject to a divisional director's approval. The employee may then take up to two flex days in the next settlement period.

#### 10. Commencement or Cessation of Work During Coretime

- (a) Where an employee commences work after the commencement of coretime, including resumption following cessation of the lunch period, the employee shall apply for the appropriate amount of recreation (annual) leave, calculated in multiples of one hour. Where the employee has no recreation (annual) leave credit, the employee shall apply for the appropriate equivalent amount of leave without pay.
- (b) Where the employee immediately commences work upon arrival, the time worked shall be added to the employee's credit hours.
- (c) Where an employee ceases work prior to the end of coretime, the employee shall be debited the appropriate amount of recreation (annual) leave calculated in multiples of one hour, or where the employee has no recreation (annual) leave to credit, leave without pay.

#### 11. Disruption Of Transport

- (a) Where an employee encounters a disruption to the mode of transport normally used in travelling from their place of residence to place of employment and such disruption is caused by a transport strike or a major transport delay, the following conditions shall apply, subject to the Corporation ensuring sufficient staff are available to provide adequate service to the public and undertake business activities:
  - (i) the employee may commence work at any time and where the disruption continues throughout the day, may cease work at any time;
  - (ii) employees affected by such a disruption will not be debited recreation (annual) leave if the employee commences work after the beginning of coretime. Time worked on such days will accumulate in the normal way;
  - (iii) the employee may elect to take off the full day as flex leave where the disruption is reasonably likely to continue throughout the day; and
  - (iv) flex leave taken during such disruptions shall be recorded as over and above the normal flex leave to which the employee is entitled under this Award.
- (b) The application of the above provisions shall be at the discretion of the Chief Executive Officer or delegate. In exercising this discretion, the Chief Executive Officer or delegate shall have regard to all the relevant circumstances, including:
  - (i) the delayed employee's usual time of arrival at the employee's place of employment;

- (ii) where the disruption was foreseeable, the employee made reasonable attempts to arrive at the place of employment prior to the commencement of coretime; and
- (iii) such information relating to the disruption as may be available from the relevant transport authority.

12. Travelling On Official Business

- (a) Any travel on official business during the Standard Hours on a working day shall be treated as time worked for the purposes of this Clause.
- (b) Employees shall be compensated for travelling time outside the Bandwidth in accordance with subclause 17.3 Excess Travelling Time.

13. Transfer to Other Locations

- (a) An employee transferred from one location to another shall carry credit or debit hours to the new location.
- (b) An employee relieving in another work area shall comply with the approved working hours arrangements applying to that work unit.

14. Termination of Service

- (a) Where an employee gives notice of resignation or retirement, the employee shall, during the period of notice, take all reasonable steps to eliminate any accumulated credit or debit hours.
- (b) The Corporation shall, as far as practicable, facilitate the elimination of accumulated credit or debit hours by such employees.
- (c) Where an employee has an accumulation of debit hours at the completion of the last day of service, the accumulated recreation (annual) leave or moneys owing to that employee shall be adjusted accordingly.
- (d) An employee may receive compensation for accumulated credit hours outstanding on the last day of service where:
  - (i) an employee's service terminates without notice for reasons other than misconduct; or
  - (ii) an application for a period of flex leave, which would have eliminated the accumulated credit hours, was made pursuant to this Clause during the period of notice of retirement or resignation and was refused.

15. Co-Lateral Agreement

Where the standard provisions of this Clause 10 - Flexible Working Hours are impracticable for any group of employees, nothing in this Award will prevent the amendment of this Clause 10, by agreement between the parties.

**11. Overtime (Excluding Shift Workers)**

- 1. The provisions of the Clause shall not apply to shift workers as defined. For provisions pertaining to overtime for shift workers see Clause 12 and overtime for 12-Hour shift workers see Clause 13.
- 2. Overtime shall be worked and paid with the prior approval of the appropriate manager except where call back provisions apply.

### 3. General

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

- (1) the staff member's prior commitments outside the workplace, particularly the staff member's family and carer responsibilities, community obligations or study arrangements,
- (2) any risk to staff member health and safety,
- (3) the urgency of the work required to be performed during the overtime, the impact on the operational commitments of the organisation and the effect on client services,
- (4) the notice (if any) given by the Chief Executive Officer regarding the working of the overtime, and by the staff member of their intention to refuse overtime, or
- (5) any other relevant matter.

### 4. Rates

Overtime shall be paid at the following rates:

#### (a) Weekdays

All overtime worked outside the employee's ordinary hours of work Monday to Friday, inclusive, at the rate of time and one-half for the first two hours and at the rate of double time thereafter until relieved from work;

#### (b) Saturdays

All overtime worked on a Saturday at the rate of time and one-half for the first two hours and at the rate of double time thereafter;

#### (c) Sundays

All overtime worked on a Sunday at the rate of double time;

#### (d) Public Holidays

All overtime worked on a Public Holiday at the rate of double time and one half.

- (e) If an employee is absent from work on any working day during any week in which overtime has been worked, the time so lost may be deducted from the total amount of overtime worked during the week, unless the employee has been granted leave of absence for recreation or on account of illness, or unless, in the opinion of the Corporation, the absence has been caused by circumstances beyond the employee's control.

- (f) An employee who works overtime on a Saturday, Sunday or Public Holiday, shall be paid for a minimum of three hours work at the appropriate rate.

### 5. Rest Periods

- (a) An employee who works so much overtime between the termination of ordinary hours of work on any day and the commencement of ordinary hours of work on the next day, that the employee has not had at least eight consecutive hours off work between these times, shall on completion of

such overtime be entitled to be absent until eight consecutive hours have elapsed without loss of pay for ordinary working time occurring during such absences.

- (b) Where an employee, on direction from the supervisor, resumes or continues work without having had eight consecutive hours off work then such employee shall be paid at the rate of double time until released from work. The employee shall then be entitled to eight consecutive hours off work provided that such absence shall be without loss of pay for the ordinary working time occurring during the absence.

#### 6. Call Backs

- (a) An employee recalled to work overtime after leaving the Corporation's premises shall be paid for a minimum of three hours work at the appropriate overtime rates.
- (b) The employee shall not be required to work the full three hours if the job can be completed within a shorter period.
- (c) A call back commences when the employee commences work (excluding travel from home) and terminates when the work is completed (excluding travel to home).
- (d) An employee recalled to work as defined in (a) above within three hours prior to the commencement of usual hours of work shall be paid at the appropriate overtime rate from the time of recall to the time of commencement of such normal work.
- (e) The provisions of subclauses 11.6 (a) to (c), shall not apply in cases where it is customary for an employee to return to the Corporation's premises to perform a specific job outside the employee's ordinary hours of work, or where overtime is continuous with the completion or commencement of ordinary hours of work. Overtime worked in these circumstances shall not attract the minimum payment of three hours unless the actual time worked is three or more hours.

#### 7. Meal Breaks and Allowances

- (a) A meal allowance in accordance with subclause 19.2 and Item (2) of Schedule 3, Expense Related Allowances, of Part B of this award, shall be paid to an employee when:
  - directed to work overtime of more than one and a half hours,
  - a half-hour unpaid meal break is taken, and
  - incurs expenses in obtaining a meal.
- (b) An employee may be entitled to a subsequent meal allowance if required to work more than five hours overtime, takes a half-hour unpaid meal break and incurs expenses in obtaining a meal.

#### 8. Overtime Barrier

The overtime barrier is tied to Pay Step 28 (i.e. was the maximum rate for Grade 8 Clerk), as varied from time-to-time, plus \$1.00. Employees whose salary, or salary and allowance, exceeds the overtime salary barrier, shall be paid overtime at the overtime barrier rate.

#### 9. Time Off In Lieu Of Payment

- (a) An employee who, at the direction of the Corporation, works overtime may elect to take time off in lieu of payment for all or part of the entitlement in respect of the time so worked. Such time off in lieu shall accrue at the rates specified for overtime in this Award, ie such time off in lieu shall accrue at the equivalent computed overtime rate.

Leave in lieu shall be taken at the convenience of the Corporation:

- (i) in multiples of one hour;
  - (ii) within three months of the date of accrual, except where the leave in lieu is for work performed on a Public Holiday, in which case an employee may elect to have such leave in lieu added to recreation (annual) leave credits.
- (b) An employee shall be entitled to payment for the balance of any overtime entitlement not taken as time off in lieu.

#### 10. Calculation

Overtime shall not be paid for periods of less than one quarter of an hour or for time spent travelling.

### 12. Shift Work

#### 1. Shift Allowances

- (a) A shift worker shall be paid the ordinary hourly rate plus the following additional shift loadings payable on the relative commencing times of shifts, for work performed during the following shifts:

Shift Definition - commencing time	Loading
1. Day Shift- at or after 6:00am and before 10:00am.	Nil
2. Afternoon Shift- at or after 10:00am and before 1:00pm	10%
3. Afternoon Shift- at or after 1:00pm and before 4:00pm.	12.5%
4. Night Shift- at or after 4:00pm and before 4:00am.	15%
5. Night Shift- at or after 4:00am and before 6:00am.	10%
6. Saturdays - between midnight on Friday and midnight on Saturday	50%
7. Sundays - between midnight on Saturday and midnight on a Sunday	75%

- (b) Public Holidays

Where a shift worker is required to and does work on a Public Holiday, whether a full shift or not, the employee shall be paid one and one half day's pay in addition to the ordinary day rate. Such payment is in lieu of weekend or shift allowances which would otherwise be payable had the day not been a Public Holiday.

A shift worker rostered to work on a Public Holiday, but is then given the day off work shall receive their normal day's pay.

A shift worker rostered off work on a Public Holiday shall be paid one day's pay.

- (c) Payment for Work Performed on a Day Rostered Off

A shift worker rostered off but who is required to work shall be paid in accordance with the appropriate overtime provisions for that day - see subclause 12.2.

#### 2. Overtime

The following rates are payable for any overtime worked by shift workers and shall be in substitution of, and not cumulative upon, the rates payable for shift work performed on Monday to Friday, Saturday, Sunday or Public Holiday.

- (a) Monday-Friday

All overtime worked by shift workers Monday to Friday inclusive, outside the rostered hours of work, shall be paid for at the rate of time and one half for the first two hours and double time thereafter.

(b) Saturday

All overtime worked by shift workers on Saturday outside the rostered hours of work shall be paid for at the rate of time and one half for the first two hours and double time thereafter.

(c) Sunday

All overtime worked by shift workers on a Sunday outside the rostered hours of work shall be paid for at the rate of double time for all time worked.

(d) Public Holidays

All overtime worked on a Public Holiday shall be paid for at the rate of double time and one half.

3. Meal Allowances - Overtime Worked

(a) A shift worker, shall be paid a meal allowance in accordance with subclause 19.2 and Item (2) of Schedule 3, Expense Related Allowances, of Part B of this award, when:

directed to work overtime of more than one and a half hours,

takes a half-hour unpaid meal break, and

incurs expenses in obtaining a meal.

(b) An employee may be entitled to a subsequent meal allowance if required to work more than five hours overtime, takes a half-hour unpaid meal break and incurs expenses in obtaining a meal.

4. Time Off In Lieu Of Payment

(a) An employee who, at the direction of the Corporation, works overtime may elect to take time off in lieu of payment for all or part of the entitlement in respect of the time so worked. Such time off in lieu shall accrue at the rates specified for overtime in this Award, ie such time off in lieu shall accrue at the equivalent computed overtime rate.

Leave in lieu shall be taken at the convenience of the Corporation:

(i) in multiples of one hour;

(ii) within three months of the date of accrual, except where the leave in lieu is for work performed on a Public Holiday, in which case an employee may elect to have such leave in lieu added to recreation (annual) leave credits.

(b) An employee shall be entitled to payment for the balance of any overtime entitlement not taken as time off in lieu.

5. Additional Compensation For Rostered Work Performed On Sundays And Public Holidays

7-Day shift workers who are rostered to work their ordinary hours of work on Sundays and/or Public Holidays during the period 1 December to 30 November, or part thereof, shall be entitled to receive additional recreation (annual) leave in accordance with subclause 20.7(d) of this Award.

6. Rosters

Rosters covering a minimum period of 28 days shall, where practicable, be prepared and issued at least 14 days prior to their commencement. Each roster shall indicate the starting and finishing time of each shift.

#### 7. Notice For Change Of Shift

When unforeseen circumstances arise, shift workers may be subject to shift changes at short notice. In such cases, 24 hours notice shall be given of the proposed change. Where such notice is not possible, overtime rates shall be paid for the time so worked until the expiration of such 24 hours.

#### 8. Breaks Between Shifts

(a) Where an employee works so much overtime between the termination of a shift on one day and the commencement of his/her shift on the next day, that the employee has not had at least eight consecutive hours off work between those times, then the employee shall be released after completion of such overtime until at least eight consecutive hours off work without loss of pay for working time occurring during such absence.

(b) If on the instruction of the employee's supervisor, the employee resumes or continues work without having had eight consecutive hours off work, then he/she shall be paid at double rates until released from work. Upon release from work the employee shall then be entitled to be absent until he/she has had eight consecutive hours off work without loss of pay for working time occurring during such absences.

#### 9. Daylight Saving

(a) At the commencement of daylight saving time, where an employee works shift work and one hour less is worked, the employee shall be paid the normal rate for the shift.

(b) At the end of daylight saving time each year, where a shift worker will work an additional hour, such additional hour shall be credited as follows:

(i) For employees on 8-hour rotating shifts, payment shall be made for the additional hour at the normal rate for that shift.

(ii) For employees on 12-hour shifts, the additional hour worked shall be added to rostered time off credits.

#### 10. Call Backs

An employee recalled to work outside his/her ordinary rostered shift shall be paid a minimum of three hours overtime at the rate prescribed in subclause 12.2, for each time he/she is so recalled, except where such work is continuous with the commencement of his/ her next rostered shift (excluding travel to and from home).

#### 11. Co-Lateral Agreement

Where the standard provisions of this Clause 12 - Shiftwork are impracticable or where a different arrangement is proposed for any group of employees, nothing in this Award will prevent the amendment of this Clause 12, by agreement between the parties.

### **13. 12-Hour Shift Work**

#### 1. Purpose

(a) This Clause sets out the prescribed conditions of employment applying to seven-day Shift workers working under the 12-hour shift roster system.

(b) The roster system operates on a 12-hour rotational shift basis for day and night shifts over seven days per week, 365 days per year.

(c) It provides for four shift teams to work on a four days "on" (two day shifts followed by two night shifts), then four days "off", shift working arrangement.



- (d) The rosters are designed to provide employees with greatly increased leisure time in comparison to their previous three x eight-hour, seven-day shift rostering system.
- (e) The rosters are also designed to enable employees to accrue 30 minutes per shift towards Rostered Time Off - see subclause 13.7.
- (f) Employees are allowed to swap shifts with other employees, subject to subclause 13.3(f).

## 2. Definitions

The following definitions apply in this clause:

"Annualised Shift Loading" means - the loading calculated by averaging the shift loadings payable to employees, based on the probability of working the shifts on those days set out in subclause 13.4.

"Loaded Salary" means - the payment of the "Ordinary Rate of Pay" as defined in Clause 2 Definitions, together with the "Annualised Shift Loading" as defined above.

"12-Hour Shift" means - a shift covering a 12-hour period comprising of working time and meal breaks as prescribed in 13.3(c).

"Rostered Time Off" means - the accrual of 30 minutes of additional working time by an employee in each 12-hour shift, which is in addition to the 10 hours of ordinary time worked per shift. Rostered Time Off may be taken by an employee as prescribed in subclause 13.7.

## 3. Hours of Duty and Shift Rosters

- (a) Employees will work an average of 35 hours per week over an eight week rotating shift cycle. This does not include the working of an additional 30 minutes per shift to be accrued as Rostered Time Off.
- (b) Day shifts will commence at 7.00am and finish at 7.00pm and Night shifts will commence at 7.00pm and finish at 7.00am. These times may be varied with the agreement of the parties including the affected employees.
- (c) Each 12-hour shift shall comprise of:
  - (i) Ten hours working time payable at the loaded salary rate of pay;
  - (ii) A one-hour unpaid meal break to be taken no later than five hours after the commencement of the shift;
  - (iii) A second paid meal break of 30 minutes duration to be taken no later than ten hours after the commencement of the shift. This meal break is paid at the ordinary salary rate of pay; and
  - (iv) An additional 30 minutes of working time to be accrued towards Rostered Time Off.
- (d) The eight-week Rotating Shift Roster is set out at Schedule 4 of Part B of this Award. It rosters employees to work two day shifts, then two night shifts, followed by four days off duty.
- (e) Notice of any change to shift rosters or teams will be posted on the notice board at least eight days prior to the end of the immediately preceding eight-week rotating shift roster.
- (f) An employee may swap a shift with the mutual agreement of another employee. The responsibility for staffing those swapped shifts rests with the respective employees. If an employee is unable to swap a shift and recreation (annual) leave or rostered time off is not approved for that absence, then it shall be the employee's responsibility to work that shift. No

claim shall be considered by the Corporation for additional loadings or overtime as the result of a mutual agreement by employees to swap shifts.

#### 4. Annualised Shift Loading

- (a) The Annualised Shift Loading of 35.4% of the ordinary rate of pay is a consolidation of :
  - (i) Working on any day or night shift;
  - (ii) Working on any Saturday;
  - (iii) Working on any Sunday;
  - (iv) Being rostered "off" on any public holiday and rostered "on" on any public holiday - total of 11 public holidays per annum;
  - (v) Working on the half-day Concession at Christmas time; and
  - (vi) Payment for a second meal break of 30 minutes duration on each rostered shift at the ordinary salary rate of pay.
- (b) The calculation of the Annualised Shift Loading is attached at Schedule 5.
- (c) The Annualised Shift Loading shall not be paid when employees are absent from work on any type of leave, except for recreation (annual) leave, subclauses 13.9 and 13.10 refer.

#### 5. Meal Breaks

- (a) During each 12-hour shift, employees shall be allowed two meal breaks:
  - (i) A one hour, unpaid meal break to be taken no later than five hours after the commencement of the shift
  - (ii) A 30 minute paid meal break (paid at the ordinary salary rate of pay -subclause 13.4(a)(vi) refers) to be taken no later than 10 hours after the commencement of the shift.

#### 6. Overtime

- (a) All time directed to be worked in excess of the rostered 12-hour shift shall be paid at the following rates, excluding the annualised shift loading:
  - (i) For excess time directed to be worked before or after the rostered commencing or finishing times, Monday to Saturday, at the rate of time and one half for the first 2 hours and double thereafter.
  - (ii) For excess time directed to be worked on a Sunday, at the rate of double time.
  - (iii) For excess time directed to be worked on any public holiday, at the rate of double time.
- (b) An employee directed to work a shift on a day the employee is rostered "off" shall be paid overtime in accordance with subclause 13.6(a), excluding those situations where employees have agreed to swap shifts.
- (c) Employees shall be entitled to a rest break of at least 10 consecutive hours between the cessation of an ordinary rostered shift and the commencement of the next ordinary shift. Where an employee has not observed a rest break of at least 10 hours prior to the commencement of their next ordinary shift, then that employee shall be paid for that shift at the rate of double time on their ordinary salary rate of pay.

An employee will not be required to be on duty for more than 14 consecutive hours. After being on duty for 14 consecutive hours an employee will take a rest break of at least ten consecutive hours. Where due to unavoidable circumstances an employee is directed to resume work, without having had a rest break of ten consecutive hours, payment for the next shift shall be at the rate of double time until the employee is released from duty for ten consecutive hours. Any rostered working time occurring during such absence shall be paid for at the loaded salary rate.

- (d) An employee who has worked at least one hour and thirty minutes before the rostered starting time or after the rostered finishing time of a shift shall be entitled to take a meal break of 30 minutes. A meal allowance shall be paid in accordance with subclause 19.2 of this Award.

#### 7. Rostered Time Off

- (a) Rostered Time Off, as defined in subclause 13.2, accrues at the rate of 30 minutes of working time per rostered 12-hour shift. The maximum that may be accrued is 50 hours at any time.
- (b) Rostered Time Off may be taken by each employee, subject to the prior approval of the supervisor/manager and at the convenience of the Corporation.
- (c) Rostered Time Off may be used towards the taking of a whole shift or a number of shifts off duty, up to a maximum of four shifts.
- (d) Rostered Time Off may also be used by an employee to take part of a shift off duty in multiples of one-hour units.
- (e) Where an employee's employment ceases with the Corporation, then any accrued Rostered Time Off shall be paid to an employee at the loaded salary rate.

#### 8. Higher Duties

- (a) An employee directed to relieve in a higher graded position for three or more consecutive 12-hour shifts and performs the full range of duties of the position shall be paid the minimum salary rate of the higher graded position for the full period of relief.
- (b) Where an employee is directed to relieve in a higher graded position for three or more consecutive 12-hour shifts, but does not perform the whole of the duties or the whole of the responsibilities, the employee will be paid an allowance according to the proportion of the duties and responsibilities completed.
- (c) All other provisions prescribed in subclause 18.1 of this Award will apply.

#### 9. Recreation (Annual) Leave

- (a) Recreation (annual) leave shall be converted to the hourly equivalent of the annual entitlement. Recreation (annual) leave may be granted in a minimum of one-hour units.
- (b) Employees working under this arrangement shall have an entitlement of five weeks recreation leave per year (35 hours/ week basis). This shall be calculated as an annual entitlement of 175 hours, which is the equivalent of 17.5 full 12-hour shifts of ten hours working time. This shall be in lieu of the additional recreation (annual) leave provided for in subclause 20.7(d).
- (c) Any recreation (annual) leave taken shall be debited on an hourly basis against absences within the 10 hours working time of a 12-hour shift.
- (d) An employee shall not accrue recreation (annual) leave in excess of 350 hours (35 shifts), unless approval to accrue in excess of the maximum accrual is obtained in accordance with subclause 20.7(i).

- (e) Payment for all recreation (annual) leave shall be calculated at the loaded rate of pay and will be in full consideration of annual leave loading provisions.
- (f) Each employee working under this arrangement will have the option of cashing in the equivalent of their one weeks' shift workers recreation (annual) leave (ie 35 hours pay) in November each year.
- (g) Each employee shall be required to take the equivalent of at least two weeks recreation (annual) leave each year, unless the employee has insufficient paid leave available. The minimum absence shall be eight shifts, made up of not less than six shifts equivalent of recreation (annual) leave combined with Rostered Time Off.

#### 10. All Other Leave

- (a) All other leave shall be paid at the ordinary rate of pay only.
- (b) Sick Leave
  - (i) Sick leave shall be calculated on the annual entitlement of 105 hours (ie 15 x seven hour days) or the equivalent of 10.5 12-hour shifts (based on ten hours worked), fully cumulative.
  - (ii) Employees who transfer to the 12-hour shift roster and have pre-existing sick leave balances shall have such balances converted into hours.
  - (iii) Any sick leave taken shall be debited in one-hour units against absences within the ten hours working time in a 12-hour shift.
  - (iv) All other provisions from subclause 20.9 shall apply.
- (c) Extended (Long Service) Leave
  - (i) Extended (long service) leave for employees shall apply in accordance with the provisions of subclause 20.15.
  - (ii) Employees who transfer to the 12-hour shift arrangement and have pre-existing balances shall have such accruals converted to a 12-hour shift basis (based on 10 hours worked).
- (d) Other Paid Leave

All other leave such as Family and Community Service Leave, Other Forms of Paid Leave, Paid Maternity Leave, Paid Adoption Leave and Special Sick Leave shall be paid at the ordinary salary rate of pay.

#### 11. Study Time

Employees with approved study time may accumulate such time in accordance with subclause 21.11 to allow an employee to accumulate study time in order that a full shift or part of shift may be taken off work, where convenient to both the employee and the Corporation.

#### 12. Daylight Saving

- (a) At the commencement of daylight saving time, where an employee works shift work and one hour less is worked, the employee shall be paid the normal rate for the shift.
- (b) At the end of daylight saving time each year, for a shift worker on 12-hour shifts, the additional hour worked shall be added to rostered time off credits.

13. Other Conditions

- (a) This Clause shall be read and interpreted in conjunction with the other conditions of employment set out in this Award. Where there is any inconsistency between a provision in this Clause and another Clause in this Award, then the provision under this Clause shall take precedence.

**14. Public Holidays**

1. Definitions

The following definitions apply to this clause:

"NSW Lotteries Employees Holiday" refers to the holiday taken on one of the working days between Boxing Day and New Year's Day.

"Local Holiday" means a public holiday that is not a public holiday throughout the State of NSW.

2. General

The following days shall be deemed to be public holidays:

New Year's Day,

Australia Day,

Good Friday,

Easter Saturday,

Easter Monday,

Anzac Day,

Queen's Birthday,

Labour Day,

Christmas Day,

Boxing Day,

NSW Lotteries' Employees Holiday, or

any other day duly proclaimed as a Public Holiday in lieu of any of those days, together with any other day duly proclaimed as a Public Holiday throughout the State of New South Wales.

3. NSW Lotteries' Employees Holiday

- (a) The Chief Executive Officer or delegate must, having regard to the requirements of the Corporation, ensure that all staff are to be afforded a day off without loss of pay during the three working days between Boxing Day and New Year's Day.
- (b) The Corporation should ensure that no member of staff be required to forego the day's leave during this period. In the exceptional circumstances where an employee has been requested to be at work for all three working days, then those employees are to be compensated for one day in the manner prescribed by subclause 11.3(d) of this Award.
- (c) Employees whose salary includes payment for work performed on public holidays who are required to work on the Corporation Employees Holiday are to have one day added to recreation

(annual) leave credits and in respect of ordinary hours worked on that day, additional payment at the rate of half time.

#### 4. Local Holiday

An employee will be afforded a day off without loss of pay on any proclaimed local holiday subject to the convenience of New South Wales Lotteries.

### **15. Transport of Employees Finishing Work Late at Night Or Commencing Work Early in the Morning**

Departure or arrival before 5.30am or after 8pm for a rostered shift or overtime does not in itself warrant the provision of transport. Where an employee can demonstrate that for part or whole of a journey to home or to work:

the normal means of transport, public or otherwise, is not reasonably available; and/ or

travel by such means of transport places the safety of the employee at risk;

then the Corporation shall reimburse the employee for the cost of the taxi fare incurred for such part or whole journey.

### **16. Transferred Employees**

Where an employee of the Corporation transfers to a position involving the relocation:

between the Sydney Metropolitan area and a regional centre; or,

from a regional centre to the Sydney Metropolitan area; or,

between regional centres,

then financial assistance, including the cost of removal and other expenses, and leave to assist with the move, will be subject to negotiation.

### **17. Compensation for Business Travel**

1 Where an employee is required to travel to a temporary work location, the Corporation shall consider the personal convenience of the affected employee.

#### 2. Definitions

The following definitions apply to this Clause 17.

"Excess Travel" for employees who are required to work at a location other than their normal headquarters, means - travelling time outside the ordinary hours of work which exceeds the time normally taken in travelling between the employee's home and headquarters and return.

"Accommodation Arranged by the Corporation" means - accommodation either provided or arranged by the Corporation.

"Prescribed Starting Time" means:-

- (a) for an employee not working under a flexible working hours scheme - the commencement of ordinary daily hours (as defined below) of the Corporation; or
- (b) for an employee working under a flexible working hours scheme - the commencement of bandwidth of the scheme applying to that employee.

"Prescribed Ceasing Time" means:-

- (a) for an employee not working under a flexible working hours scheme - the conclusion of ordinary daily hours (as defined below) of the Corporation; or
- (b) for an employee working under a flexible working hours scheme - the conclusion of bandwidth of the scheme applying to that employee.

"Residence" means - the ordinary and permanent place of abode of the employee.

"Ordinary Daily Hours" means:-

- (a) for the purposes of shift workers, as defined, the shift for which the employee was rostered on the day in question; and
- (b) in the case of other employees whose ordinary hours are not specified, the period commencing when the employee commences work at the first work locality or at 8.30 a.m., whichever is the earlier, and continuing until their ordinary daily hours of work have been worked.

"Temporary Work Location" means- the place at or from which the employee temporarily performs work.

"Working Day" means - any day on which the employee's normal roster or standard hours of work specify that the employee works, but does not include any day on which the employee takes a full day's recreation (annual) leave, flex leave, sick leave, extended (long service) leave, or any other form of a full day's paid or unpaid leave.

### 3. Excess Travelling Time

Where an employee is required to travel outside ordinary hours for work, application may be made for compensation. If it is convenient to the Corporation, equivalent time off in lieu of payment shall be granted for excess time occupied in so travelling, or payment shall be made. Such time off in lieu, or payment, shall be granted subject to:

- (a) where travel is on a non-working day for the employee concerned:
  - (i) only time spent in travelling after 7.00 a.m. shall count; and
  - (ii) travel was undertaken by direction of the Corporation.
- (b) where travel is on a working day only, the time spent in travelling before or after the standard hours, shall count, subject to the conditions in subclause 17.3(c).
- (c)
  - (i) There shall be deducted from an employee's total travelling time on any one day, other than a non-working day, the time normally taken for the periodic journey from home to headquarters and return;
  - (ii) claims of less than one-quarter of an hour on any one day shall be disregarded;
  - (iii) travelling time shall not include any period of travel between 11.00 pm on any one day and 7.00 am on the following day where the employee has travelled overnight and sleeping facilities have been provided for the employee;
  - (iv) travelling time shall be calculated by reference to the time that might reasonably have been taken by the use of the most practical and economic means of transport.

## 4. Calculation And Method Of Payment

- (a) Payment for excess travelling time calculated in accordance with the provisions of subclause 17.3, Excess Travelling Time of this clause shall be at the employee's ordinary rate of pay on an hourly basis.
- (b) The rate of payment for excess travel on a non-working day shall be the same as that applying on a working day.
- (c) Employees who are in receipt of a salary in excess of the salary applicable to Pay Step 22 (previously the maximum rate for Grade 5 Clerk), shall be paid travelling time calculated at the rate of Pay Step 22 plus \$1, as adjusted from time-to-time.
- (d) Time off in lieu, or payment, as the case may be, for excess travelling time will not be granted or made for more than eight hours in any period of 24 consecutive hours.

## 5. Meal Allowances on a One Day Journey

An employee who makes a one day journey on business and who does not require temporary accommodation, shall be reimbursed for actual and reasonable expenses incurred in obtaining a meal subject to the presentation and assessment of receipts.

## 6. Accommodation Expenses - Employee Arranged Accommodation

- (a) An employee who:
  - works at or from a temporary work location; and
  - is compelled to reside temporarily at a place other than the employee's residence; and
  - is not provided with accommodation arranged by the Corporation,shall be either:
  - (i) reimbursed for actual and reasonable expenses subject to the presentation and assessment of receipts, or
  - (ii) be paid an allowance, based on the prescribed reasonable daily travel allowances set by the Australian Taxation Office for taxation purposes, as prescribed in Item 1 of Schedule 3, of Part B of this Award, for expenses incurred during the time actually spent away from the employee's residence in order to perform that work, subject to the presentation of a receipt for each night's accommodation and subject to subclause 17.6 (b).
- (b) Where an employee chooses to stay in a private residence during the time actually spent away from the employee's residence to perform that work, then the employee shall be reimbursed for actual and reasonable expenses incurred for meals and other expenses, subject to the presentation and assessment of receipts.

## 7. Accommodation Arranged by the Corporation

## (a) Definition

The following definition applies to this sub-clause only:

"Expenses" shall mean - any sundry or minor expenses in relation to food, telephone calls, laundry and dry cleaning, and accommodation in excess of that which would normally have been incurred, had the employee remained at the place of residence.



- (b) An employee who:
  - performs official work at or from a temporary work location; and
  - is thereby compelled to reside temporarily at a place other than the employee's residence; and
  - is provided with comfortable accommodation arranged by the Corporation;shall be reimbursed for any expenses incurred during the time actually spent away from the employee's residence in order to perform that work, subject to the presentation and assessment of receipts.

#### 8. Working at Another Location - General Provisions

- (a) Accommodation Expenses prescribed under either subclause 17.6 or Expenses under subclause 17.7, are not payable in respect of :
  - (i) any period that the employee returns to the employee's residence at weekends or public holidays commencing with the time of arrival at that residence and ending at the time of departure from that residence; or
  - (ii) any period of leave except with the approval of the Corporation or as otherwise provided by this Clause; or
  - (iii) any other period during which the employee is absent from the temporary work location otherwise than on official business.
- (b) An employee who is in receipt of expenses under subclauses 17.6 or 17.7 :
  - (i) may return to the employee's residence on any weekend or public holiday; and
  - (ii) shall be reimbursed for any actual and reasonable expenses incurred in connection with the necessary period of travel by the employee.
- (c) The Corporation may require an employee, who is in receipt of expenses under subclauses 17.6 or 17.7, to return to the employee's residence if that return would achieve a cost saving to the Corporation.
- (d) Where an employee, who is in receipt of expenses under subclauses 17.6 or 17.7 and cannot return to the employee's residence without being absent from work, the employee may, on occasions and in the manner prescribed by subclauses 17.7(e) and 17.8(f), be granted Paid Leave:
  - (e) sufficient to permit the employee to return to that residence at weekends and
    - (i) to spend at least two consecutive days and nights at home.
- (f) Paid Leave in accordance with subclause 17.8(d) may be granted after the employee concerned has worked at the temporary work location for three weeks. Thereafter such leave may be granted in respect of each further period of work of four weeks.
- (g) Notwithstanding subclause 17.8(e), Paid Leave under subclause 17.8(d):
  - (i) may be granted at Christmas and Easter, where Paid Leave for the appropriate three or four weekly period has not already been granted; and
  - (ii) is forfeited for the appropriate three or four weekly period if the leave is not taken at the time at which it falls due, or where the leave could not be taken at that time because of the Corporation's business priorities, (if the leave is not taken on the next weekend convenient to the Corporation); and

- (iii) where a period of service at one temporary work location is immediately followed by another such period at a different temporary work location - shall be calculated as though those periods of work were a single period at a single location.
- (h) An employee who is in receipt of expenses under subclause 17.6 or 17.7 and who is granted Paid Leave under subclause 17.8(d) shall be reimbursed for any actual and reasonable expenses incurred in connection with the necessary period of travel by the employee for:
  - (i) the journey from the temporary work location to the employee's residence; and
  - (ii) the return from the employee's residence to the temporary work location,but is not entitled to Accommodation Expenses under subclause 17.6 in respect of the same period.
- (i) An employee who is in receipt of expenses under the said subclauses 17.6 or 17.7 and who, in ceasing to perform work at a temporary work location, leaves that location, shall be reimbursed for actual and reasonable expenses for:

the necessary period of travel to return to the employee's residence or

to take up work at another location.

#### 9. Claims For Payment

- (a) Payment in advance: The Corporation may approve applications for advance payments of travelling expenses. Such applications should detail the approximate expenditure anticipated.
- (b) Time for submitting claims: Claims should be submitted within one month from the completion of the work.

#### 10. Payment for the Use of Private Motor Vehicles

Payment for the use of private motor vehicles shall be as specified in subclause 18.3 and Item 3 of Schedule 3 of Part B of this Award.

### **18. Higher Duties Allowances**

#### 1. Higher Duties

- (a) An employee who has satisfactorily performed, in the opinion of the Chief Executive Officer or delegate, all of the duties and assumed all of the responsibilities of the vacant position during a period of relief shall be paid an allowance equal to the difference between the employee's present salary and the minimum salary for the vacant position.
- (b) An employee who does not undertake all the duties or responsibilities of the vacant position during a period of relief, shall, subject to this clause, be paid that proportion of the allowance referred to in subclause 18.1(a), as determined by the Chief Executive Officer or delegate.
- (c) Except where the Chief Executive Officer or delegate otherwise determines, an allowance shall not be paid under this clause in respect of periods of relief of less than five complete and consecutive working days or in the case of employees working under the twelve hour shift pattern, not less than three consecutive twelve hour shifts.
- (d) During any period of relief in another position, an allowance shall not be paid under this clause in respect of any period of leave, exceeding five complete and consecutive working days, taken by the employee.
- (e) An employee relieving in another position shall not thereby suffer any reduction in salary.

- (f) If an employee relieves part time on a continuing basis, an allowance shall be paid under this clause calculated on a pro rata basis based on the average number of hours worked per week divided by the full time equivalent hours.

### **19. Expense Related Allowances**

#### **1. Definitions**

The following definitions apply to this clause.

"Prescribed starting time" means - 7.00am for employees working under a flexible working hours scheme or the scheduled shift starting time for shift workers or the nominated starting time for staff not working under a flexible working hours scheme.

"Prescribed ceasing time" means - 7.00pm for employees working under a flexible working hours scheme or the scheduled shift finishing time for shift workers or the nominated finishing time for staff not working under a flexible working hours scheme.

#### **2. Meal Breaks And Allowances**

- (a) An employee, when directed to work overtime and who incurs an expense in obtaining a meal and takes a minimum of half-hour unpaid meal break, shall be paid a meal allowance at the respective rate set out in Item 2 of Schedule 3 - Expense Related Allowances of Part B of this Award, when required to:
- (i) Commence work at least 1.5 hours before the prescribed starting time.
  - (ii) Work at least 1.5 hours after the prescribed ceasing time.
  - (iii) Work more than 5 hours overtime beyond the prescribed ceasing time.
  - (iv) Work more than 5 hours when called back to work. If more than 8.5 hours is worked on such an occasion, not including the meal breaks, then a subsequent meal allowance is payable.
  - (v) Work more than 5 hours on a day, which is not the employee's usual or rostered day of work. If more than 8.5 hours of overtime is worked on such an occasion, excluding the meal breaks, then a subsequent meal allowance is payable.
- (b) The quantum of these meal allowances shall be adjusted in line with each change published by the Australian Taxation Office to the reasonable overtime meal allowance.

#### **3. Use Of Private Motor Vehicle**

- (a) An employee who, with the approval of the Corporation, and a Corporation motor vehicle is unavailable, uses a private motor vehicle for the conduct of the Corporation's business shall be paid an allowance as set out in Item 3 of Schedule 3 - Expense Related Allowances of Part B of this Award.
- (b) An allowance shall not be paid under (a) to an employee using a private motor vehicle on the Corporation's business unless the employee has in force, while using the vehicle on the Corporation's business, either:
- (i) a comprehensive or a third party property motor vehicle insurance policy; or
  - (ii) a third party property motor vehicle insurance policy, and the employee guarantees that the Corporation shall not be liable for any loss or damage to the employee's vehicle.

- (c) Where a Corporation fleet motor vehicle was not available for a journey but the Corporation is of the opinion that public transport was reasonably available for the journey, the amount of any allowance paid under (a) shall not exceed the cost of the journey by public transport.
- (d) The allowance as set out in Item 3 of Schedule 3 - Expense Related Allowances will be paid for the kilometres travelled for the conduct of the Corporation's business, less the kilometres normally travelled by the employee for travel to and from work.
- (e) Where a private vehicle is damaged whilst being used on official business the normal excess insurance charges where prescribed by insurers shall be reimbursed by the Corporation.
- (f) The Corporation shall reimburse to an employee the costs of repairs to broken windscreens where the use of a private vehicle had been approved for official business and the costs cannot be met under insurance policies due to excess clauses.
- (g) Expenses such as tolls etc. shall be refunded to employees using private motor vehicles on official business and where the charge was incurred for travel on such official business.
- (h) Except as otherwise specified in this Award, an employee shall bear the cost of travel to and from work.

#### 4. Garage Allowance

- (a) Where an employee garages a Corporation vehicle in his/her own garage, the employee shall be paid an allowance set out in Item 4 of Schedule 3 - Expense Related Allowances of Part B of this Award, where the use of a garage is essential because of special circumstances associated with his/her duties.
- (b) Where an employee is absent from headquarters and receives an allowance for the use of a private motor vehicle on official business, the employee shall be paid the actual costs incurred for garaging of the vehicle.

#### 5. Home Office Allowance

Employees who:

- are based in regional locations outside the Sydney Metropolitan area; and
- are not provided with office accommodation by the Corporation; and
- use a room at home dedicated solely for the purpose of an office,

shall be paid a Home Office Allowance as prescribed at Item 5 of Schedule 3, Expense Related Allowances of Part B of this Award

#### 6. Uniforms And Protective Clothing

- (a) An employee who is required or authorised by the Corporation to wear a uniform, protective clothing or other specialised clothing in connection with the Corporation's business shall be reimbursed for cleaning and maintaining the uniform or clothing upon production of the relevant receipts.
- (b) Work Clothes for Distribution Officers and Printers at Lidcombe Distribution Centre will be provided in line with the Corporate Policy.

#### 7. Payment Where Allowance Not Adequate or Available

If the Corporation is satisfied that, but for this clause, the actual expenses properly and reasonably incurred by an employee in the performance of the work:

- (a) is not adequately covered by an allowance to which the employee is entitled under this part; or
- (b) is not covered by any allowance payable under this clause, the employee shall be paid an allowance equivalent to the amount of those additional expenses or the amount of those expenses, as the case may be.

## 20. Leave

### 1. General Provisions

- (a) An application by an employee for leave under this clause shall be made to and dealt with by the Corporation.
- (b) The Chief Executive Officer or delegate, in dealing with any such application, shall have regard to the exigencies of the Corporation, but as far as practical shall deal with the application in accordance with the wishes of the employee.
- (c) All leave will be calculated in a minimum of one-hour units.
- (d) Leave to Count for Incremental Purposes. The following types of leave are regarded as service for incremental purposes:
  - recreation (annual) leave;
  - sick leave;
  - family and community service leave;
  - extended (long service) leave, full-pay, double-pay and half-pay;
  - maternity leave, full-pay and half-pay;
  - adoption leave, full-pay and half-pay;
  - short paid other parent leave;
  - study time;
  - leave without pay totalling five days or less in the incremental period;
  - any period of leave without pay where used for the purposes of part-time service with the Defence Forces; to represent Australia or NSW in amateur sport; workers' compensation or transport strikes;
  - sick leave without pay;
  - other forms of paid leave.
- (e) Leave to count for leave accrual purposes. The following types of leave are regarded as service for leave accrual purposes:
  - recreation (annual) leave;
  - sick leave;
  - sick leave without pay;
  - family and community service leave;

personal/carers leave

extended (long service) leave at full-pay;

extended (long service) leave taken on half-pay counts as full time service for all purposes except for recreation (annual) leave, which accrues at half the rate;

extended (long service) leave taken on double-pay counts as full time service for all purposes except for recreation (annual) leave, which accrues at single-time rate;

maternity leave at full-pay;

maternity leave at half-pay, accrues all leave at half the rate;

unpaid maternity leave does not count as service for determining any leave entitlement, except for extended (long service) leave when at least ten years of service has been completed and unpaid maternity leave does not exceed six months;

adoption leave at full-pay;

adoption leave at half-pay, which accrues all leave at half the rate;

unpaid adoption leave does not count as service for determining any leave entitlement, except for extended (long service) leave when at least ten years of service has been completed and unpaid adoption leave does not exceed six months;

short paid other parent leave at full-pay;

short paid other parent leave at half-pay, which accrues all leave at half the rate;

unpaid other parent leave does not count as service for determining any leave entitlement, except for extended (long service) leave when at least ten years of service has been completed and unpaid other parent leave does not exceed six months;

study time;

leave without pay totalling five days or less in the incremental period;

other forms of paid leave.

- (f) All Leave Provisions Prescribed under This Clause Shall be Read in Conjunction With the Minimum Provisions of the *Industrial Relations Act 1996*.

## 2. Parental Leave

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

- (a) Maternity leave shall apply to an employee who is pregnant and, subject to this clause, the employee shall be entitled to be granted maternity leave as follows:
- (i) for a period of up to nine weeks prior to the expected date of birth; and
  - (ii) for a further period of up to twelve months after the actual date of birth.
  - (iii) an employee who has been granted maternity leave and whose child is stillborn may elect to take available sick leave instead of maternity leave.
- (b) Adoption leave shall apply to an employee adopting a child and who will be the primary care giver, the employee shall be granted adoption leave as follows:

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

- (f) An employee who has taken no more than 12 months full time maternity, adoption or other parent leave or its part time equivalent is entitled to be paid at their normal rate (i.e. the rate at which they were paid before proceeding on parental leave) for another period of such leave regardless of whether they resume their normal hours of work before proceeding on leave for another pregnancy or adoption.
- (g) Except as provided in subclauses (d), (e) and (f) of this clause, maternity, adoption or other parent leave shall be granted without pay.
- (h) Right to request
- (i) An employee who has been granted maternity, adoption or other parent leave in accordance with subclause (a), (b) or (c) may make a request to the Corporation to:
- (a) extend the period of unpaid maternity, adoption or other parent leave for a further continuous period of leave not exceeding 12 months;
- (b) return from a period of full time maternity, adoption or other parent leave on a part time basis until the child reaches school age;
- to assist the employee in reconciling work and parental responsibilities.
- (ii) The Corporation 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.
- (i) Notification Requirements
- (i) An employee who wishes to take parental leave must notify the Corporation in writing at least 8 weeks (or as soon as practicable) before the expected commencement of parental leave:
- (a) that she/he intends to take maternity, adoption or other parent leave, and
- (b) the expected date of birth or the expected date of placement, and
- (c) if she/he is likely to make a request under subclause (h).
- (ii) At least 4 weeks before an employee's expected date of commencing maternity, adoption or other parent leave they must advise:
- (a) the date on which the maternity, adoption or other parent leave is intended to start, and
- (b) the period of leave to be taken.
- (iii) Employee's request and the employer's decision to be in writing
- The employee's request and the Corporation's decision made under subclause 20.2(h)(i) and 20.2(h)(ii) must be recorded in writing.
- (iv) A employee intending to request to return from maternity, adoption or other parent leave on a part time basis or seek an additional period of leave of up to 12 months must notify the Corporation in writing as soon as practicable and preferably before beginning maternity, adoption or other parent leave. If the notification is not given before commencing such leave, it may be given at any time up to 4 weeks before the proposed return on a part time basis, or later if the Corporation agrees.



- (v) An employee on maternity leave is to notify the Corporation of the date on which she gave birth, within two weeks of the date of birth..
- (vi) An employee must notify the Corporation within two weeks of any change in their intentions as a result of premature delivery or miscarriage.
- (vii) An employee on maternity or adoption leave may change the period of leave or arrangement, once without the consent of the Corporation and any number of times with the consent of the Corporation. In each case she/he must give the Corporation at least 14 days notice of the change unless the Corporation decides otherwise.
- (j) An employee has the right to his/her former position if she/he has taken approved leave or part time work in accordance with subclause (h), and resumes duty immediately after the approved leave or work on a part time basis.
- (k) If the position occupied by the employee immediately prior to the taking of maternity, adoption or other parent leave has ceased to exist, but there are other positions available that the employee is qualified for and is capable of performing, the employee shall be appointed to a position of the same grade and classification as the employee's former position.
- (l) A staff member does not have a right to her/his former position during a period of return to work on a part time basis. If the Department Head approves a return to work on a part time basis then the position occupied is to be at the same classification and grade as the former position.
- (m) An employee who has returned to full time duty without exhausting their entitlement to twelve months unpaid maternity, adoption or other parent leave is entitled to revert back to such leave. This may be done once only, and a minimum of four weeks notice (or less if acceptable to the Corporation) must be given.
- (n) An employee who is sick during her pregnancy may take available paid sick leave or accrued recreation or extended leave or sick leave without pay. An employee may apply for accrued recreation leave, extended leave or leave without pay before taking maternity leave. Any leave taken before maternity leave ceases at the end of the working day immediately preceding the day she starts her nominated period of maternity leave or on the working day immediately preceding the date of birth of the child, whichever is sooner.
- (o) An employee may elect to take available recreation leave or extended leave within the period of maternity, adoption or other parent leave provided this does not extend the total period of such leave.
- (p) If, for any reason, a pregnant employee is having difficulty in performing her normal duties or there is a risk to her health or to that of her unborn child the Corporation should, in consultation with the employee, take all reasonable measures to arrange for safer alternative duties.
- (q) If such adjustments cannot reasonably be made, the Corporation must grant the employee maternity leave, or any available sick leave, for as long as it is necessary to avoid exposure to that risk as certified by a medical practitioner, or until the child is born, whichever is the earlier.
- (r) Communication during maternity, adoption or other parent leave
  - (i) Where an employee is on maternity, adoption or other parent leave and a definite decision has been made to introduce significant change at the workplace, the Corporation shall take reasonable steps to:
    - (a) make information available in relation to any significant effect the change will have on the status or responsibility level of the position the employee held before commencing maternity, adoption or other parent leave; and

- (b) provide an opportunity for the employee to discuss any significant effect the change will have on the status or responsibility level of the position the employee held before commencing maternity, adoption or other parent leave.
- (ii) The employee shall take reasonable steps to inform the Corporation about any significant matter that will affect his/her decision regarding the duration of maternity, adoption or other parent leave to be taken, whether the employee intends to return to work and whether he/she intends to request to return to work on a part time basis.
- (iii) The employee shall also notify the Corporation of changes of address or other contact details which might affect the Corporation's capacity to comply with paragraph 20.2(r)(i).

### 3. Family and Community Service Leave

#### (a) General

Family and Community Service Leave is leave which may be granted by the Corporation to employees (excluding casual employees) for reasons related to family responsibilities or community service defined in (c) below.

#### (b) Entitlement

The maximum amount of Family and Community Service Leave on full pay, which may be granted to an employee is:

- (i) two and a half working days during the first twelve months of service; or
- (ii) five working days in any period of two years after the completion of twelve months service: or
- (iii) one working day for each completed year of service after two years' continuous service less any period of Family and Community Service Leave or Short Leave previously granted to the employee.

#### (c) Leave Circumstances

- (i) Employees can utilise this leave to meet family activities and community service responsibilities. This could include a need to respond to an emergency situation, for example:

the illness of a relative;

where a carer is unable to look after a child;

to arrange and/or attend a funeral of a relative; or

where an employee is unable to attend work because of adverse weather conditions which either prevent attendance or threaten life or property.

- (ii) It could also be used in the event of some planned absences or where advance notice is given, for example:

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.

- (iii) Leave for other family and community service requirements may be granted to employees, at the discretion of the Chief Executive Officer or delegate, in matters such as those relating to:

accommodation,

citizenship,

motor vehicle accidents on the way to work,

representing Australia or the State in major amateur sport (other than in Olympic/Commonwealth Games), and

office holders in local government for attendance at meetings, conferences or other associated duties.

- (d) Exclusions from Grant

- (i) An employee is not to be granted Family and Community Services Leave in respect of attendance at court, which is provided for in subclause 20.12 (c).

- (e) Other Considerations

- (i) The definition of "family or relative" for these purposes is:

(a) the spouse or former spouse of the employee. Spouse includes the employee's partner in a de facto relationship. 'De facto relationship' has the same meaning as in the *Property Relationships Act 1984* (NSW) and includes same-sex partners.

(b) a child or an adult child (including an adopted child, a step child, a foster child or an ex nuptial child), parent (including foster parent and legal guardian), grandparent, grandchild or sibling of the employee; or

(c) 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, affinity or Aboriginal kinship structures;

2. 'affinity' means - the relationship that one spouse or partner has to the relatives of another;

3. 'household' means - a family group living in the same domestic dwelling.

- (ii) In 20.6 (b), Short Leave has the meaning previously given to it in the replaced NSW Lotteries (Salaries and Conditions of Employment) Award published 5 February 1993 (273 IG 261).

#### 4. Recreation (Annual) Leave

- (a) Recreation (annual) leave on full pay accrues to employees at the rate of 20 working days per year.
- (b) Subject to the approval of the Corporation, additional recreation (annual) leave on full pay accrues to employees indefinitely stationed in the Western or Central Division of the State at the rate of five working days per year. Each employee indefinitely stationed in the Western or

Central Division has the option of cashing in the additional five working days leave in December each year.

- (c) In this clause, "Western or Central Division of the State" means the *Western Division or Central Division described in the Second Schedule to the Crown Lands Consolidation Act 1913*.
- (d) Shift workers who are rostered to work on Sundays and/or Public Holidays during the period of 1 December to 30 November, or part thereof, shall be entitled to receive additional recreation (annual) leave as follows:

Number of ordinary shifts worked on Sundays and/or Public Holidays during 1 December 30 November or part thereof	Number of additional days leave
4-10	1
11-17	2
18-24	3
25-31	4
32 or more	5

Each shift worker who is granted additional recreation (annual) leave under this subclause, has the option of cashing in that additional leave (i.e. 1 to 5 days) in December each year.

- (e) Recreation (annual) leave accrues from month to month only, but for the purpose of calculating recreation (annual) leave which may be due on cessation of employment, credit shall be given for periods of service of less than one month.
- (f) Recreation (annual) leave accrued and not taken by an employee owing to exigencies of the Corporation or for any other reason the Chief Executive Officer or delegate considers sufficient, accumulates up to a maximum of 40 working days.
- (g) Subject to this clause, all recreation (annual) leave accruing in excess of 40 working days is forfeited, except for shift workers who can accrue 50 working days.
- (h) The Corporation may direct an employee to take at such time as is convenient to the working of the Corporation, recreation (annual) leave accrued, but as far as is practical the wishes of the employee concerned are to be taken into consideration in directing the time for the taking of leave. At least two weeks recreation (annual) leave shall be taken by an employee during each leave year from 1 December to 30 November in the following year, unless an employee has insufficient paid leave available.
- (i) If the Corporation is satisfied that an employee is prevented from taking an amount of recreation (annual) leave sufficient to reduce the accrued leave below 40 working days, the leave accrued in excess of 40 working days shall, if the Chief Executive Officer or delegate so directs, not be forfeited.

#### 5. Annual Leave Loading

- (a) Employees shall be entitled to payment of an annual leave loading of 17.5% of the monetary value of up to four weeks recreation (annual) leave accrued in a leave year (commencing on 1 December of each year and ends on 30 November of the following year), subject to the following provisions:
  - (i) Where additional recreation (annual) leave is accrued as compensation for work performed regularly on Sundays and Public Holidays, the annual leave loading shall be calculated on a maximum of five weeks leave.
  - (ii) Shift workers proceeding on recreation (annual) leave are eligible to receive the higher of either:

- (a) the shift premiums and penalty rates, or any other allowances paid on a regular basis in lieu thereof, which they would have received had they not been on recreation (annual) leave, or
  - (b) 17.5% annual leave loading as provided above.
- (iii) In the case of seven day continuous shift workers, the 17.5% loading shall be calculated on the basis of 17.5% of five weeks ordinary salary or wages. Seven day shift workers who are entitled to additional leave or additional payment, shall be paid an annual leave loading on such additional days, in addition to the normal annual leave loading on four weeks leave.
  - (iv) Payment of annual leave loading shall not be made on any recreation (annual) leave taken in the first "leave year" of an employee's employment, i.e. from the date of employment to the following 30 November. The loading on leave accrued in the employee's first "leave year" of employment shall be paid during the second "leave year" of employment.
  - (v) The leave loading is to be paid on the first occasion in a leave year, other than in the first leave year, when an employee takes at least two consecutive weeks' leave for recreation purposes and some of the leave is recreation (annual) leave.
  - (vi) In the event that an employee has not taken such a period of leave by 30 November each year, that employee is to be paid the monetary value of that annual leave loading based on leave accrued as at 30 November of the previous leave year.
  - (vii) An employee who resigns, retires or is terminated, for any reason other than serious and intentional misconduct, is paid an annual leave loading if the loading would have been due had the employee proceeded on two consecutive weeks leave.
  - (viii) No annual leave loading is payable on resignation or dismissal for misconduct regardless of whether the recreation (annual) leave to credit is taken as leave or as a lump sum payment.
  - (ix) Broken service does not attract the annual leave loading. An employee who resigns and is subsequently re-employed, has only that service from the date of re-employment recognised for annual leave loading purposes.
  - (x) Calculation of the loading is to be based on the ordinary salary rate at the time the leave is taken. Any new rate granted by award, agreement, determination, National Wage Case Decision, increment, etc. during the period of leave is to be taken into account in the calculation of loading, unless otherwise prescribed. If necessary, retrospective adjustment of the loading is to be made.
  - (xi) Where payment is to be made at 30 November under the provisions of paragraph (vi) of this subclause, such payment shall be 17.5% of the recreation (annual) leave accrued as at the previous 30 November but calculated on the current rate of pay and subject to the provisions of paragraphs (i) to (iii) of this subclause.
- (b) Provided adequate notice is given the annual leave loading will be paid prior to entry on leave and normally at the same time as the advance of salary.
  - (c) Except in cases of voluntary redundancy, proportionate annual leave loading is not payable on cessation of employment for any reason.

## 6. Sick Leave

- (a) Sick leave on full pay accrues to an employee at the rate of 15 days each calendar year, and any such accrued leave which is not taken is cumulative.

- (b) Sick leave on full pay accrues at the beginning of the calendar year, but if an employee is appointed during a calendar year, sick leave on full pay accrues on the date the employee commences work at the rate of 1.25 days for each complete month before the next 1 January.
- (c) Sick leave without pay shall be counted as service for the accrual of further sick leave, provided such leave shall not be granted during the currency of the sick leave without pay.
- (d) For the purposes of determining the amount of sick leave accrued where sick leave is granted on less than full pay, the amount of sick leave granted shall be converted to its full pay equivalent.
- (e) If an employee who is on recreation (annual) leave or extended (long service) leave furnishes to the Corporation a satisfactory medical certificate in respect of illness occurring during that leave, the Corporation may, subject to the provisions of this part relating to sick leave, grant sick leave to the employee for the following period:
  - (i) in the case of an employee on recreation (annual) leave - the period set out in the medical certificate;
  - (ii) in the case of an employee on extended leave - the period set out in the medical certificate, except if that period is less than five working days.
- (f) Subclause 20.9 (e) applies to all employees other than those on leave prior to resignation or termination of services, unless the resignation or termination of services amounts to a retirement.
- (g) The Corporation may grant additional (special) sick leave as outlined in subclause 20.9 (h) to an employee who:
  - (i) has exhausted the sick leave entitlement, which may be granted under subclauses 20.9 (a) and (b);
  - (ii) has had ten or more years of service; and
  - (iii) is absent on sick leave for a period of at least three months duration.
- (h) Special sick leave may be granted as follows:

Completed Years of Service	No of Working Days
10	22
20	44
30	66
40	88
50	110

7.

- (a) Sick Leave - Workers' Compensation
  - (i) This clause applies where an employee is, or becomes, unable to attend for work, or to continue to attend work in circumstances which may give the employee a right to claim compensation under the *Workers Compensation Act 1987*.
  - (ii) If an employee has made a claim for any such compensation, the employee may, pending the determination of that claim and subject to the provisions of this Part relating to sick leave and to subclause 20.10 (a)(iv) and (vii) be granted by the Corporation sick leave on full pay for which the employee is eligible. If that claim is accepted the equivalent period of any such sick leave shall be restored to the credit of the employee.

- (iii) An employee who continues in receipt of compensation after the completion of the period of 26 weeks referred to in section 36 of the *Workers Compensation Act 1987* may, subject to the provisions of this Part relating to sick leave and to subclause 20.10 (a)(vii), be paid an amount representing the difference between the amount of compensation payable under that Act and the ordinary rate of pay of the employee. The sick leave equivalent to the amount of the difference so paid shall be debited against the employee.
  - (iv) If an employee referred to in subclause 20.10 (a) notifies the Corporation that he or she does not intend to make a claim for any such compensation, sick leave on full pay may be granted by the Corporation.
  - (v) If an employee, who is required to submit to a medical examination under the *Workers Compensation Act 1987* in relation to a claim for compensation under that Act, refuses to submit to or in any way obstructs any such examination, the employee shall not be granted sick leave on full pay until that examination has taken place. In addition, a medical certificate shall be given indicating that the employee is not fit to resume work.
  - (vi) If as a result of any such medical examination, a certificate is given under the *Workers Compensation Act 1987* setting out the condition and fitness for employment of the employee or the kind of employment for which the employee is fit, and the Corporation makes available to the employee employment falling within the terms of that certificate and the employee refuses or fails to resume or perform the employment so provided, all payments in accordance with this clause shall cease from the date of that refusal or failure.
  - (vii) Notwithstanding, subclause 20.10(a)(ii) or (iii), if there is a commutation of weekly payments of compensation by the payment of a lump sum pursuant to Section 51 of the *Workers Compensation Act 1987*, there shall be no further sick leave granted on full pay.
- (b) Sick Leave - Other Than Workers' Compensation
- (i) If the circumstances of an injury to or illness of an employee may give rise to a claim for damages or to compensation, other than compensation under the *Workers Compensation Act 1987*, sick leave on full pay may be granted to the employee. This is subject to the completion by the employee of an undertaking, in a form approved by the Corporation, that any such claim if made will include a claim for the value of any period of sick leave on full pay granted. In the event that the employee receives or recovers damages or compensation pursuant to the claim for loss of salary or wages during any such period of sick leave, the employee will repay the Corporation such money as is paid by the Corporation in respect of any such period of sick leave.
  - (ii) Sick leave on full pay shall not be granted to an employee who refuses or fails to complete an undertaking except with the express approval of the Corporation given on the grounds that the refusal or failure is unavoidable in the circumstances.
  - (iii) On repayment made to the Corporation pursuant to an undertaking given by an employee, sick leave equivalent to that repayment, calculated at the ordinary rate of pay of the employee, shall be restored to the credit of the employee.

## 8. Military Leave

- (a) The Corporation may, during the period of twelve months commencing on 1st July each year, grant to an employee who is a volunteer part-time member of the Defence Forces, military leave on full pay to undertake compulsory annual training and to attend schools, classes or courses of instruction conducted by the staff member's unit.
- (b) The Chief Executive Officer or delegate may grant up to 24 working days military leave per year to members of the Naval and Military Reserves and up to 28 working days per year to members of the Air Force Reserve.

- (c) Applications for military leave shall be accompanied by satisfactory evidence of the necessity for attendance and at the expiration of military leave the employee shall furnish to the Corporation a signed certificate of attendance stating the period for which the member of the Reserves attended.
  - (d) Any further leave required in excess of that provided in subclause (b) shall be taken as recreation (annual) leave or extended (long service) leave credits or taken as leave without pay.
9. Other Forms Of Paid Leave
- (a) Examination Leave
    - (i) Paid leave up to a maximum of five days in any one year may be granted to an employee, as defined at subclause 21.1, for the purpose of attending examinations for courses of study approved by the Corporation, including deferred examinations and examinations in subjects which are being repeated. This leave can include any time necessary for travel to or from the place at which the examination is held.
    - (ii) Paid leave is not available where an examination is conducted within the normal class timetable during the term or semester and Study Time has been granted to the employee.
  - (b) Jury Service
    - (i) An employee shall, as soon as possible, notify the Corporation of the details of any jury summons served on the employee.
    - (ii) An employee who attends court in answer to a jury summons shall, upon return to work after discharge from jury service, furnish to the Corporation any certificate of attendance issued by the Sheriff or by the Registrar of the Court giving particulars of attendance(s) by the employee and the details of any payment made to the employee in respect of any such period.
    - (iii) The Corporation shall, in respect of any period during which an employee was required to be at work:
      - upon receipt of any such certificate of attendance - grant, in respect of any such period for which the employee has been paid out-of-pocket expenses only, Paid Leave on full pay; or
      - in any other case grant at the sole election of the employee either Recreation (Annual) Leave on full pay; or Leave Without Pay.
  - (c) Court Attendance
    - (i) Employees who are called as witnesses to court proceedings in relation to their work for the Corporation, shall be regarded as being at work for those periods they are necessarily absent from work and shall be reimbursed by the Corporation for any expenses incurred.
    - (ii) Employees subpoenaed or called as witnesses by the Crown (whether in the right of the State or of the Commonwealth in a private capacity) are to be granted paid leave for the period they are necessarily absent from work. Such employees shall pay the Corporation all monies paid to them as witnesses, other than moneys paid as a reimbursement of necessary expenses incurred by them as a result of being subpoenaed or called as a witness.
    - (iii) Employees subpoenaed or called as witnesses in their private capacity other than by the Crown (whether in the right of the State or the Commonwealth) are to be granted leave without pay for the period they are necessarily absent from work. If they wish, however, they may take recreation (annual) leave to credit to offset their absence from work and may retain moneys paid to them as witnesses.



(d) Traffic Offences Occurring in the Course of Employment

- (i) Paid leave shall be granted for the period necessary to attend court where an employee has been charged with a traffic offence while driving in the course of work and is acquitted. Where that employee is charged with a traffic offence and the charge is found proven, recreation (annual) leave to credit and/or leave without pay is to be granted at the election of the employee.
- (ii) Where an employee is a witness and gives evidence regarding a traffic offence alleged to have been committed by another in the course of the latter's work, paid leave is to be granted to that witness for the period necessary to attend court.

(e) Emergency Service Leave

- (i) Where an employee is a volunteer member of an approved organisation, up to five days paid leave in any period of twelve months may be granted when called upon to assist as a volunteer of one of these organisations.
- (ii) Where an emergency is declared under Section 44 of the *Rural Fires Act, 1997*, or under other relevant legislation or by the Premier, employees who volunteer to assist in the emergency are to be granted paid leave with no upper limit to the leave which may be granted. Leave granted during declared emergencies is not to count towards the five day upper limit specified in this sub-clause.
- (iii) An application for leave must be accompanied by a statement from the local or Divisional Controller, the Fire Controller, Deputy Fire Controller or the Police, certifying the times of attendance. The leave application should indicate the period and area of attendance together with the name of the organisation to which the volunteer member belonged.
- (iv) Where an employee remains on emergency work for several days, the Corporation may grant paid leave to allow the employee reasonable time for rest before returning to normal duties. Where an employee does not remain on emergency work for several days but assists in a rescue at such time as it would be unreasonable to expect the employee to report for work at normal time, then up to one day's paid leave for rest purposes may be granted. In the case of an emergency other than a declared emergency, this leave is to be included in the general limit of five days in any period of twelve months.
- (v) Paid leave shall be granted to employees who are nominated by a recognised organisation, to attend courses approved by State Emergency Services or the Rural Fire Service.

(f) Trade Union Activities

Paid leave shall be granted up to a maximum of twelve days in any period of two years to an employee to attend courses or seminars, conducted by the Trade Union Education Foundation or the employee's union, or a training provider nominated by the employee's union, and is subject to the following conditions:

- (i) that operating requirements of the division/ branch permit the grant of leave and the employee's absence does not require the employment of relief staff;
- (ii) leave granted for this purpose will count as service for all purposes;
- (iii) all travelling and associated expenses being met by the employee or their union;
- (iv) attendance being confirmed in writing by the employee's union or the nominated training provider.

(g) Attendance at union annual conference

Paid Leave is available to an employee, accredited by a union as a delegate, to attend the annual conference of the employee's union in accordance with the guidelines applying to NSW Public Servants from time to time.

(h) Ex- Armed Services Personnel

Up to six and a half working day's paid leave is available to former armed services personnel, in any period of 12 months, for the purposes of:

attending a hospital or medical practitioner for review,

periodic examination of a war caused disability,

obtaining, replacing or having repaired an artificial limb, prosthesis or surgical appliance; or

attending the Department of Veterans' Affairs in connection with claims made for military pensions.

(i) Attendance at Graduation & Academic Ceremonies

(i) Paid leave of up to a half day shall be available, subject to the Corporation' convenience, to an employee who has completed a tertiary course of study to attend the ceremony at which the degree, diploma or certificate is conferred.

(ii) Paid leave of up to a half day may be granted by the Corporation, for employees to attend ceremonies at which they receive awards for outstanding academic work.

(j) Blood donors

Employees may be granted paid leave to give blood, with such leave being restricted to the time reasonably necessary.

(k) Bone Marrow Donors

Paid leave may be granted up to a maximum of five days in any period of twelve months to an employee, who is listed on the Australian Bone Marrow Donor Registry and is called upon to donate.

(l) Attendance at Retirement Preparation Seminars

Employees invited to attend retirement preparation seminars may be granted paid leave of up to two days to attend such seminars when conducted by the Superannuation Administration Corporation.

(m) Professional or Learned Society Meetings within Australia

Employees who are financial members of professional or learned societies may apply for leave to attend meetings in Australia of those societies.

Up to five days paid leave for attendance at and travelling to and from the conference may be granted provided:

it is in the interest of the Corporation for the person to attend;

the matters to be dealt with are directly associated with the work of the Corporation;

it is convenient to the Corporation for that person to be absent from work;

the full details of the proposed itinerary are submitted; and

the employee has not been granted leave for similar purposes during the previous twelve months.

(n) Olympic and Commonwealth Games

Employees who are selected to represent Australia as competitors or officials at either the Olympic or Commonwealth Games, may be granted paid leave for the period of such Games. The same concessions may be applied to competitors or officials taking part in the equivalent Games for the disabled.

(o) National Aborigines and Torres Strait Islander Day

An employee who identifies as an Aborigine or Torres Strait Islander may be granted up to one day's paid leave to enable the employee to participate in National Day celebrations.

(p) First-aid Officers - Training or Re Training

Paid leave is available for attendance at courses conducted to train/re train first-aid officers in order to meet the needs of the Corporation. In such cases, the cost of the course may be met from the Corporation's funds provided that the employee is nominated by the Corporation to attend the course.

10. Concessional Leave

(a) The Corporation shall grant to employees, a half-day's concessional leave to be taken on either Christmas Eve or New Year's Eve.

(b) The following provisions shall apply in respect of such leave:

(i) To be eligible to receive the concession, employees must be at work in the morning and must work at least a half-day. In this context, a half-day means half the minimum daily contract hours for the appropriate category of staff;

(ii) Employees who are on leave on the concessional leave day are not entitled to claim a half-day's credit as concessional leave; and

(iii) Employees who are directed to remain at work for the full day shall be granted time off equal to one half-day, such leave to be taken at the Corporation's convenience before 31 March each year in respect of the Christmas concession.

11. Personal/Carer's Leave

(a) When Family and Community Service Leave as prescribed at subclause 20.6, either has been exhausted or does not apply, then Personal/ Carer's Leave may be granted in the following form:

(i) An employee who is responsible for the care and support of a family member as defined in subclause 20.14(b) may be granted sick leave available from their current year's annual sick leave entitlement, minus any sick leave already taken. In addition to the current year's grant of available sick leave, sick leave that accrued from service in the previous 3 years may also be accessed.

In special circumstances, the Chief Executive Officer may grant sick leave that accrued during service in the period prior to the 3 years referred to above. These special circumstances do not include a staff member's intention to take all or most of their accrued sick leave in order to provide full time care to a sick family member for a prolonged period or for an indefinite period of time.

- (ii) The employee shall establish, either by production of a medical certificate or statutory declaration, the illness of the person concerned and that illness is such as to require care by another person. In normal circumstances, an employee must not take carer's leave under this subclause where another person has taken leave to care for the same person.
- (b) The entitlement to use Sick Leave in accordance with this subclause is subject to the person concerned being:
- the spouse or former spouse of the employee. Spouse includes the employee's partner in a de facto relationship. 'De facto relationship' has the same meaning as in the *Property Relationships Act 1984* (NSW) and includes same-sex partners.
- a child or an adult child (including an adopted child, a step child, a foster child or an ex nuptial child) of that employee;
- parent (including foster parent and legal guardian) of the employee;
- grandparent or grandchild of the employee;
- sibling (including the sibling of a spouse or de facto spouse) of the employee;
- relative who is a member of the same household as the employee where, for the purposes of this definition:
1. "relative" means - a person related by blood, marriage, affinity or Aboriginal kinship structures;
  2. "affinity" means - a relationship that one spouse or partner has to the relatives of the other another;
  3. "household" means - a family group living in the same domestic dwelling.
- (c) 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 the absence.
- (d) Unpaid Leave for Family Purposes
- 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 subclause 20.14(b) above who is ill.
- (e) Recreation (Annual) Leave
- An employee may elect to take recreation (annual) leave in multiples of one hour pursuant to subclause 20.7 of the Award for the purpose of providing care and support to a member of a class of person set out in above who is ill.
- (f) Time Off in Lieu of Payment for Overtime
- (i) For the purpose only of providing care and support for a person in accordance with subclause 20.14(b) above, and despite the overtime provision of this Award, the following provisions shall apply.
  - (ii) Overtime taken as time off during ordinary hours shall be taken at the ordinary time rate, that is an hour for each hour worked.

- (iii) If, having elected to take time off as leave in accordance with subclause 20.14(f)(ii) above, the leave is not taken for whatever reason, payment for time accrued at overtime rates shall be made at the expiry of the twelve month period or on termination.
  - (iv) Where no election is made in accordance with subclause 20.14(f)(ii) the employee shall be paid overtime rates in accordance with Award.
- (g) Make-up Time
- (i) 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.
  - (ii) 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.
- (h) Rostered Days Off
- (i) The following will apply only to those employees working under a rostered shift work arrangement in which time worked during each shift is accrued towards the taking of a Rostered Day Off.
    - (a) For the purpose only of providing care and support for a person in accordance with subclause 20.14(b) above, an employee may elect, with the consent of the employer, to take a rostered day off on a day other than the usual rostered day off.
    - (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 the employee, or subject to reasonable notice by the employee or the employer.

## 12. Extended (Long Service) Leave

- (a) Subject to this clause, an employee is entitled:
- (i) after service of seven years, to leave of 30.8 days on full pay or 61.6 days on half pay; and
  - (ii) after service of seven years to ten years, to:
    - leave as provided by subclause 20.15 (a)(i); and
    - in addition, an amount of leave proportionate to the employee's length of service after seven years, calculated on the basis of two months (44 days) for ten years on full pay or four months (88 days) on half pay
  - (iii) after service in excess of ten years, to:
    - leave as provided by subclause 20.15 (a)(i); and
    - in addition, an amount of leave proportionate to the employee's length of service after ten years, calculated on the basis of five months on full pay, or ten months on half pay, for ten years served after service for ten years.

Extended leave shall be taken at a time mutually convenient to NSW Lotteries and the employee in minimum periods of five working days (or 4 shifts for 12 hour shift workers), except when an employee has exhausted their paid sick leave entitlement.

(b) Double Pay Extended Leave

An employee with an entitlement to extended leave may elect to take leave at double pay. The additional payment will be made as a non-superable taxable allowance payable for the period of the absence from work. The employee's leave balance will be debited for the actual period of the absence from work and an equivalent number of days as are necessary to pay the allowance.

Superannuation contributions will only be made on the basis of the actual absence from work, ie at the single time rate.

Where an employee elects to take extended leave at double pay, a minimum period of one week must be taken, i.e. one week leave utilising two weeks of accrued leave.

(c) Extended Leave to count as service

Extended leave taken on full pay counts as service for all purposes.

Extended leave taken on double pay counts as service at the single time rate for all purposes.

Extended leave taken on half pay counts as service for all purposes except for recreation leave.

(d) Public Holidays during Extended Leave

Public holidays that fall whilst an employee is on a period of extended leave will be paid and not debited from an employee's leave entitlement.

In respect of public holidays that fall during a period of double pay extended leave an employee will not be debited in respect of the leave on a public holiday. The employee's leave balance however will be reduced by an additional day to fund the non-superable taxable allowance.

(e) For the purpose of calculating the entitlement of an employee to extended (long service) leave under this clause at any time:

(i) service referred to in this clause includes service before the commencement of this Award; and

(ii) there must be deducted from the amount of extended (long service) leave to which, but for this paragraph, that employee would be entitled:

any extended (long service) leave, or leave in the nature of extended leave; and

the equivalent, in extended (long service) leave, of any benefit instead of extended leave or leave in the nature of extended leave,

taken or received by that employee before that time, including any such leave taken, or benefit received, by that person in accordance with the Public Service (Amendment) Act 1919 as in force at any time; and

(iii) the provisions of the *Transferred Officers Extended Leave Act 1961* have effect.

(f) Nothing in subclause 20.15 (f) shall be regarded as authorising, in respect of the same period of leave taken or the same benefit received, a deduction under both subclause 20.15 (f) (ii) and Section 3 (7) of the *Transferred Officers Extended Leave Act 1961*.

- (g) If the services of an employee with at least five years service and less than seven years service are terminated:
- (i) by the Corporation for any reason other than the employee's serious and intentional misconduct; or
  - (ii) by the employee on account of illness, incapacity or domestic or other pressing necessity; then the employee is entitled:
  - (iii) for five years service, to one month's leave on full pay; and
  - (iv) for service after five years, to a proportionate amount of leave on full pay calculated on the basis of 30.8 days leave for seven years service.
- (h) For the purposes of subclause 20.15 (a), "service" includes:
- (i) service under the *Teaching Service Act 1970*; and
  - (ii) any period of leave without pay taken before the commencement of the *Public Service and Other Statutory Bodies (Extended Leave) Amendment Act 1963*; and
  - (iii) in the case of an employee who has completed at least ten years service - any period of leave without pay not exceeding six months, taken after that commencement.
- (i) In subclause 20.15(i) (iii), for the purpose of determining whether or not an employee has completed at least seven years service, the employee's period of service shall be taken:
- (i) to include any period of leave without pay taken before the commencement of the *Public Service and Other Statutory Bodies (Extended Leave) Amendment Act 1963*; and
  - (ii) to exclude any period of leave without pay taken after the commencement.
- (j) For the purposes of subclause 20.15 (h), "service" does not include any period of leave without pay whether taken before or after the commencement of the *Public Service and Other Statutory Bodies (Extended Leave) Amendment Act, 1963*.
- (k)
- (i) An employee who has acquired a right to extended leave with pay under subclause 20.15(a) is entitled, immediately on the termination of the employee's services, to be paid instead of that leave the money value of the extended leave as a gratuity in addition to any gratuity to which the employee may be otherwise entitled;
  - (ii) any pension to which such employee is entitled under the *Superannuation Act 1916* commences from and including the date on which the employee's extended ( long service ) leave if taken, would have commenced.
- (l) If an employee has acquired a right under this clause to extended leave with pay and dies before starting it, or after starting it dies before which it:
- (i) the widow or widower of the employee; or
  - (ii) if there is no such widow or widower, the children of the employee; or
  - (iii) if there is no such widow, widower or children, the person who, in the opinion of the Corporation was, at the time of the employee's death, a dependent relative of the employee;

is entitled to receive the money value of the leave not taken, or not completed, computed at the rate of salary that the employee received at the time of his or her death, less any amount paid to the employee in respect of the leave taken or not completed.

- (m) If an employee with at least five years service and less than seven years service as referred to in subclause 20.15 (h) dies:

- (i) the widow or widower of the employee; or
- (ii) if there is no such widow or widower, the children of the employee; or
- (iii) if there is no such widow, widower or children, the person who, in the opinion of the Corporation, was, at the time of the death of the employee, a dependent relative of the employee;

is entitled to receive the money value of the leave which would have accrued to the employee had his or her services terminated as referred to in subclause 20.15 (h), computed at the rate of salary that the employee was receiving at the time of his or her death.

- (n) If there is a guardian of any children entitled under subclause 20.15 (m) or 20.15 (n), the payment to which those children are entitled may be made to that guardian for their maintenance, education and advancement.
- (o) If there is no person entitled under subclause 20.15 (m) or 20.15 (n) to receive the money value of any leave not taken or not completed by an employee or which would have accrued to an employee, payment in respect of that leave must be made to the employee's personal representatives.
- (p) Any payment under this clause is in addition to any payment due under any Act under which superannuation benefits are paid.
- (q) If payment of the money value of leave has been made under this Award, the Corporation ceases to be liable for payment of any amount in respect of that leave.

## **21. Time Off for External Study**

1. The following definitions apply in this clause 21:

"Accrual" shall mean - the aggregation of study time granted for private purposes, by foregoing taking time off each week.

"Accumulation" shall mean - the aggregation of short periods of study time granted for private study purposes.

"Approved Course" shall mean - a course approved by the Corporation.

"Employee" means - a permanent full-time or part-time employee who has successfully completed their probationary period pursuant to subclause 23.5(b), but excludes all other categories of employees, namely full-time and part-time employees on probation, temporary employees and casual employees.

"Part-time Course" shall mean - a course undertaken concurrently with employment and shall include courses involving face to face or oral instruction and those conducted externally to the institution through correspondence study.

2. "STUDY ASSISTANCE" is available as:

- (a) "Study Time" shall mean - time allowed off from work granted on full pay, to permanent employees who are studying in approved part-time courses relevant to the Corporation.



- (b) "Examination Leave" shall be granted as paid leave on full pay, up to a maximum of five days in any period of 12 months for courses of study (either by face-to-face classes or by correspondence) which are approved in accordance with this clause.

The period granted is to include:

- (i) time actually involved in the examination;
- (ii) necessary travelling time;

but is limited to a maximum of five days in any one year and is not available where an examination is conducted within the normal class timetable during the term/semester, and study time has been granted to the candidate. It may be granted for deferred examinations, and in respect of repeat studies.

but is not available where an examination is conducted within the normal class timetable during the term/semester and study time has been granted for the permanent employee.

### 3. General Conditions for the Granting of Study Time

- (a) Study time is available to both full and part time employees. Part time employees shall be entitled to a pro rata allocation of study time to that of a full time employee.

Study time may be granted at full pay to employees who are studying on a part-time basis. It is not to be granted to an employee to attend a course organised essentially for full-time students, or which, in later stages, requires full-time attendance.

- (b) In determining whether it is convenient to grant study time, the Corporation will consider:

- (i) the number and length of proposed absences, whether for attendance at classes or private study;
- (ii) any proposal to combine study time with other leave to increase length of absence;
- (iii) any proposal for how and when any additional study time will be made up.

- (c) Supervisors/Managers must ensure that:

- (i) an adequate level of service is maintained;
- (ii) additional leave is made up effectively; and
- (iii) any study time arrangements are adequately supervised.

- (d) The Chief Executive Officer or delegate has the power to grant or refuse study time. Any refusals are to be dealt with in accordance with the Grievance and Dispute Resolution Procedures at Clause 34.

### 4. Use Of Study Time

Study time may be used for:

- (a) attending compulsory lectures, tutorials, residential schools, field days etc, where these are held during working hours; and/or
- (b) necessary travel during working hours to attend lectures, tutorials etc., held during or outside working hours; and/or
- (c) private study; and/or

(d) accumulation, as set out in subclause 21.11.

#### 5. Methods of Taking Study Time

Employees requiring study time must nominate the type(s) of study time preferred at the time of application and prior to the proposed commencement of the academic period.

##### Face-to-Face

Employees may elect to take weekly and/or accrued study time, subject to the provisions for its grant.

##### Correspondence

Employees may elect to take weekly and/or accrued study time, or time off to attend compulsory residential schools, subject to the stated conditions.

#### 6. Study Time Not Taken

Study time is an expendable grant, which if not used at the nominated time, is lost. In an emergency situation an employee may have to forego their normal study time. In these circumstances, and if convenient to the Corporation, the time may be granted on another day in the same week.

#### 7. Refusal of Study Time Application

(a) Where an application for study time is refused:

- (i) this advice must be given to the employee so that the employee has sufficient time to consider alternatives;
- (ii) counselling must be available to assist an employee in considering alternatives; and
- (iii) the reasons for refusal must be clearly and promptly stated, in writing, to the employee.

(b) Where study time has been refused, an employee has the opportunity for prompt review of the refusal, and the Corporation's Grievance and Dispute Resolution Procedures shall apply.

#### 8. Courses Eligible for Study Time

Approved courses for which Study Time, as defined at subclause 21.2 (a), is approved shall meet the following criteria:

(a)

- (i) lead to a recognised qualification; or
- (ii) be a TAFE special course; or
- (iii) be a bridging/qualifying course; or
- (iv) be an incidental subject which forms part of a course for which study time would be available.

(b)

- (i) be administered by a public institution;
- (ii) be accredited by the Higher Education Unit of the Ministry of Education and Youth Affairs; or

- (iii) lead to membership of a registered professional organisation;
    - (iv) be able to be taken on a part-time basis.
  - (c) Study time may be granted for more than one course at the same time, provided that the two courses together result in a part-time load. Regardless of the number of courses studied at one time, the maximum grant remains four hours per week.
9. Calculation of Study Time Grant
- (a) Half an hour is granted for every hour of class attendance required, up to a maximum grant of four hours per week, which is not required to be made up.
  - (b) Where there are block attendance requirements or field days, the grant is calculated by:
    - (i) totalling the attendance requirement, in hours, for the semester;
    - (ii) dividing this amount by two;
    - (iii) dividing this by the number of weeks in the semester that lectures are held; and
    - (iv) this amount, or four hours, whichever is the lesser, is the weekly amount granted.
10. Making Up Excess Time Off
- (a) Study time up to four hours per week is not required to be made up. However, hours in excess of four, and up to a maximum of five additional hours in any one week, must be made up.
  - (b) In the case of repeated subjects all time must be made up, subject to the provisions of subclause 21.13.
  - (c) Time must be made up during the week concerned or later if approved by the Corporation.
  - (d) Time off is not to be made up during the lunch break.
  - (e) Study time to be made up (i.e. in excess of four hours per week) may be made up either in advance or in retrospect. Where flexible working hours apply, the time must be made up within the framework of Clause 9 of this Award.
11. Accumulation
- (a) Employees may choose to accumulate part or all of their study time.
  - (b) Accumulated study time may be taken in any manner or at any time.
  - (c) Employees on rotating shifts may accumulate study time so that they can take study time for a full shift, where this would be more convenient to both the employee and the Corporation.
  - (d) Employees attempting courses, which provide for annual examinations, may vary their election as to accrual, made at the commencement of an academic year, effective from 1 July in that year.
- Accordingly, an employee may elect to accrue study time at the start of an academic year and may then vary this election as at 1st July so as to take weekly study time for the remainder of the year and vice versa. Where an employee commences employment after the commencement of the academic year, weekly study time may be granted with the option of electing to accrue study time from 1st July in the year of entry on duty or from the next academic year, whichever is the sooner. Employees studying in semester based courses may vary their election as to accrual or otherwise from semester to semester.

## 12. Correspondence Courses

- (a) Correspondence students are granted study time in the manner outlined in subclause 21.9, ie, half an hour for each hour of lecture/tutorial attendance involved in the corresponding face-to-face course, up to a maximum grant of four hours per week. Where there is no corresponding face-to-face course, the institution should be asked to indicate what the attendance requirements would be if such a course existed.
- (b) Correspondence students may accumulate their study time as outlined in subclause 21.11 in order to cover any compulsory residential schools.
- (c) Subject to the provisions of subclause 21.11 study time is available for any one subject studied by correspondence for only one academic year.

## 13. Repeat Subjects

Ordinarily study time will not be granted to an employee for repeat subjects unless evidence can be provided that the failure was caused by circumstances beyond his/her control, such as sickness, domestic circumstances, or excessive demands on his/her work responsibilities.

## 14. Courses Involving Research and Thesis

- (a) Block periods of study time may be granted to employees in relation to the research and thesis component of:
  - (i) higher degrees;
  - (ii) qualifying studies for admission to higher degrees; or
  - (iii) honours studies.
- (b) These block periods may be granted on the following basis:
  - (i) where a course at any level involves a thesis or major project as well as course work, the usual study time would be granted for the course work, and ten days study time for the thesis/major project component;
  - (ii) for qualifying studies entirely by thesis the grant is ten days;
  - (iii) for masters degree studies by research and thesis only, the total grant is:

25 days for courses of two years minimum duration;

35 days for courses of three years minimum duration; and

for doctoral studies, the total grant for the course of 45 days.

## 15. Examination Leave

Examination Leave of up to maximum of five days in any year may be granted to an employee for the purpose of attending examinations for an approved course of study pursuant to subclause 20.12(a).

## **22. Staff Development and Training Activities**

### 1. Definition

For the purpose of this part, the following are regarded as staff development and training "activities":

- (a) all staff development courses either conducted by, or on behalf of the Corporation;

- (b) short educational and training courses conducted by generally recognised public or private educational bodies; and
- (c) conferences, conventions, seminars, or similar activities conducted by professional, learned or other generally recognised societies, including Federal or State Government bodies.

The above definition does NOT include the following:

activities for which Study Time or Examination Leave are appropriate;

activities where other provisions in this Award apply (e.g., courses conducted or supported by Trade Unions); and

activities which are of no specific relevance to the Corporation.

## 2. Types of Activities

The activities defined above can be grouped into two types:

- (a) Activities considered by the Corporation to be both essential for the efficient operation of the organisation and developmental for employees. Such training activities would include the courses, which are directly related to the work of employees and seen as essential for the employees to perform their work.
- (b) Activities considered principally of benefit to the employee and indirectly of benefit to the Corporation.

Attendance of employees at conferences or professional societies, or a series of lectures conducted by an educational institution, are examples of such activities.

## 3. Attendance At Work

Attendance of employees at activities described in subclauses 22.2 (a) would be regarded as being at work. This means that where employees attended such an activity during normal working hours, they would be regarded as being at work for the purposes of payment of salary.

## 4. Conditions for Activities Considered Essential for the Efficient Operation of the Corporation

Because the activities described in subclause 22.2 (a) are seen as essential, it is clear that employees would be entitled to conditions contained in this Award on the basis that the employees are performing their normal duties. These conditions would include:

- (i) regarding the time of attendance at the course as normal work time;
- (ii) adjustment for the hours so worked under flexible working hours;
- (iii) payment of course fees;
- (iv) payment of all actual necessary expenses or payment of allowances in accordance with this Award, provided that the expenses involved do not form part of the course; and
- (v) payment of overtime where the activity could not be conducted during the employee's normal hours and the Corporation is satisfied that the approval to attend constitutes a direction to work overtime under Clause 11 of this Award.
- (vi) Conditions for activities considered being principally of benefit to the employee and indirectly of benefit to the Corporation.

The activities described in subclause 22.2(b) would be attended by an employee through the grant of Paid Leave, up to a maximum of five days.

(vii) Higher Duties Allowance

Payment of a higher duties allowance is to continue to be paid where the employee attends the activity in accordance with subclause 22.3.

### 23. Recruitment, Selection and Appointment

1. Definition:

The following definition applies in this clause:

"Continuing (Permanent) employee" means a full-time or part-time employee as defined in subclause 9.2 but excludes temporary and casual employees.

2. Recruitment And Selection

(a) Filling of Vacant Positions

If a vacancy exists in a position and the Chief Executive Officer or delegate decides that it is appropriate to fill the vacancy, the position may be filled:

- (i) by the appointment, by way of transfer or promotion, of a permanent employee; or
- (ii) in accordance with Clause 26 Redeployment and Priority Placement
- (iii) by the appointment of a person who, immediately before his or her appointment, was not a permanent employee.

(b) Advertising Vacant Position

- (i) If it is proposed to make a permanent appointment to a vacant position, the vacancy shall be advertised by circular within the Corporation and in any other publication (if any) as the Chief Executive Officer or delegate determines.
- (ii) The Chief Executive Officer may dispense with the requirement to advertise a vacancy.

(c) Selection to be on Merit

- (i) the Corporation shall, for the purpose of determining the merit of the persons eligible for appointment to a vacant position, have regard to:
  - (a) the nature of the duties of the position; and
  - (b) the abilities, qualifications, experience, standard of work performance and personal qualities of those persons that are relevant to the performance of those duties.
- (ii) In deciding on the appointment of a person to a vacant position which has been advertised:
  - (a) the Corporation may only select a person who has duly applied for appointment to the vacant position; and
  - (b) the Corporation must, from among the applicants eligible for appointment to the vacant position, select the applicant who has, in the opinion of the Corporation, the greatest merit.

- (iii) In deciding to appoint a person to a vacant position, which has not been advertised:
  - (a) the Corporation may only select a permanent employee;
  - (b) the Corporation must, from among the employees eligible for appointment, select the employee who has, in the opinion of the Corporation, the greatest merit.
- (iv) Unless otherwise determined by the Chief Executive Officer, a selection committee shall be established to assess the merit of applicants for appointment to a vacant position.
- (v) A selection committee shall, as far as practicable, consist of:
  - (a) at least three persons;
  - (b) at least one person who holds a position in a division external to the division in which the advertised position is located, or an external independent;
  - (c) at least one male and one female member;
  - (d) at least one person from an EEO group, where the nature of the position or the applicants is such that a number of applicants is expected from these sections of the community.
- (vi) A selection committee shall be constituted so as to ensure the fairest consideration of all applicants.
- (vii) A selection committee shall, as far as practicable, deal with each applicant in a similar fashion, but the committee is not required to grant an interview to all applicants.
- (viii) Nothing in this clause requires the Chief Executive Officer or delegate to adopt any recommendation made by a selection committee in relation to the filling of a vacancy.

### 3. Eligibility Lists

- (a) Where interviews for an advertised vacant position or positions have been held, an eligibility list may be established. Such a list operates in respect of the vacancy, or vacancies, indicated in the advertisement but may also be used to subsequently fill identical or similar vacant positions not specified in the original advertisement.
- (b) An eligibility list remains current for six months from the date of approval of the recommendation of the selection committee.
- (c) Candidates placed on the eligibility list are ranked in order of merit.
- (d) The Chief Executive Officer or delegate may either use an eligibility list to fill a position or require a new selection process to be undertaken or take other administrative action.

### 4. Commencing Rates of Pay

The Chief Executive Officer or delegate may approve commencing rates of pay for appointees as follows:

- (a) In the case of an external applicant or a current temporary employee:
  - (i) at the minimum rate for the position; or
  - (ii) at any existing salary point within the salary range for the position, having regard to:  
the applicant's skills, experience and qualifications; and

the rate of pay required to attract the applicant; and

the remuneration of existing staff performing similar work.

- (b) in the case of an internal applicant (who is a permanent employee) only, where the current salary is within the range of the new position, salary upon transfer/ promotion shall be determined in the following way:
- (i) if the employee's present rate coincides with a step on the salary range for the new position and the employee has been on that rate for less than twelve months, the employee will transfer at the same salary and retain the existing incremental date; or if the employee has been on that rate for more than twelve months, the employee will transfer with a commencing salary at the next step on the new salary range with the incremental date changing to the date of appointment to the new position.
- (ii) if the employee's present salary does not coincide with a step on the salary range for the new position, the employee's commencing salary on the new salary range will be that rate immediately above the present salary. The employee's incremental date will change to the date of appointment to the new position.
- (c) relevant experience in a voluntary or unpaid capacity should be taken into account in assessing a commencing rate to be offered to a successful applicant in a similar way that such experience is considered during the selection process.

## 5. Appointment

### (a) Offer of employment

An offer letter will be provided to each successful applicant which will detail the proposed commencing salary within the specified salary range for the position and make reference to the main conditions of employment set out in Clause 8 and elsewhere in this Award.

### (b) Probation

An individual permanently employed in a position, who was not a permanent employee immediately prior to recruitment shall be required to serve a probationary period of six months.

The Chief Executive Officer or delegate may:

- (i) dispense with the requirement for a probationary period;
- (ii) extend a probationary period up to the maximum period of two years; or
- (iii) annul the appointment of a person on probation.
- (c) Medical - Fitness for Appointment

Before the expiry of an employee's probationary period, the Corporation shall require the employee to undergo a medical examination to be conducted by the Corporation's contracted medical provider for the purpose of determining the employee's fitness to carry out the duties of the position.

## 24. Sickness - Medical Examination

### 1. If the Corporation has reason to believe that the health of an employee:

- (a) may render the employee a danger to other employees or to the public; or



- (b) is likely to be seriously affected by the employee remaining at work or, if the employee is absent from work, by the employee resuming work,
- the Corporation may direct the employee to submit to a medical examination to be conducted by the Corporation's contracted health provider.
2. If the Corporation has issued any such direction to an employee, the employee:
- (a) must, if at work, cease work immediately; and
- (b) must not resume work until the completion of the medical examination concerned unless:
- (i) the concurrence of the Corporation's contracted health provider is first obtained; or
- (ii) a certificate is furnished by a medical practitioner that the employee is fit to resume work.
3. The Corporation shall, on receipt of a medical assessment from the Corporation's contracted health provider that an employee is:
- (a) fit to continue work in the Corporation - direct, in writing, that employee, if absent from work, to return to work; or
- (b) unfit to continue work in the Corporation -direct, in writing, that employee:
- (i) if at work - to cease work immediately; or
- (ii) if absent from work - not to resume work.
4. If a direction has been given to an employee under subclause 24.3 (a), the nature of the leave, if any, to be granted to the employee during the absence from work shall be determined by the Corporation after consideration of any relevant advice from the Corporation's contracted health provider.
5. An employee to whom a direction has been given under subclause 23.3 (b) shall not resume work unless the Corporation, on the advice of the Corporation's contracted health provider, so approves in writing.

## **25. Managing Workplace Change**

1. Preliminary Consideration of Workplace Change
- (a) The term 'consultation' is understood as a process of seeking and giving information and advice, participating in discussions and expressing views to contribute, in a timely fashion, to decision making. Proposals for change will be developed through the consultation process.
- (b) The parties accept that from time to time there will be discussion of issues that may or may not lead to workplace change prior to the development of a specific change proposal.
- (c) The parties agree to an ongoing consultation process involving management and employees of the Corporation and the Association regarding any proposed restructuring of a division, branch or work unit and/or the introduction of organisational change, including technological change.
- (d) It is recognised that the above parties can contribute valuable ideas in the process of restructuring and organisational change. At the same time it is acknowledged that management is responsible for the final decision on the introduction of new working arrangements.
- (e) When these discussions appear likely to lead to the development of a specific change proposal, such discussions will involve all employees who are directly affected as soon as possible. An employee will be considered to be directly affected when the proposed change is likely to have an impact on that employee's work practices, working conditions, employment or career prospects.

- (f) The parties agree that at no stage shall the consultative process be used as a basis to delay the introduction of workplace change.

## 2. Change Proposals

- (a) The Corporation will issue documentation on the Change Proposal to directly affected employees and the Association if it is anticipated that one or more of the following will occur:
  - (i) The relocation of employees;
  - (ii) A reduction in the number of positions or loss of jobs;
  - (iii) The introduction of significant technological change;
  - (iv) outsourcing; or
  - (v) a change in work practices.
- (b) The Change Proposal will address the following:
  - (i) the nature of the change proposed;
  - (ii) reasons for making the change including organisational benefits;
  - (iii) any anticipated reduction in positions or loss of jobs;
  - (iv) existing and proposed organisational charts;
  - (v) any proposed changes to work practices;
  - (vi) proposed position descriptions to affected employees;
  - (vii) broad workflow implications;
  - (viii) any OH&S implications;
  - (ix) where it can be identified, the training requirements of employees.
- (c) The Corporation will arrange a meeting of directly affected employees to discuss the change proposal. A workplace delegate of the Association will be invited to attend.
- (d) The change proposal documentation will be issued to directly affected employees and the Association at least ten (10) working days prior to the meeting referred to in subclause 25.2 (c).
- (e) Immediately following the meeting referred to in subclause 25.2 (c), representatives of the Association will be able to meet briefly with directly affected members to discuss the change proposal.
- (f) Following the meeting referred to in subclause 25.2 (c), employees and the Association will be given fifteen (15) working days to provide feedback, present alternatives and/or submit a written response to the change proposal.
- (g) Where there is potential for the loss of positions, the Corporation will consult with the Association and with employees likely to be affected, on ways to avert potential job loss, or measures to minimise the adverse effects of job loss.

### 3. Implementation of Change

- (a) Following the process referred to in subclause 25.2, the Corporation will issue documentation (the Implementation Paper) to directly affected employees and the Association that sets out any changes recommended, the rationale for such changes and a timeframe for the implementation of the recommendations made.
- (b) The Association will be involved in negotiating the implementation of any changes contained in the Implementation Paper.

### 4. Employees and Workplace Reorganisation

- (a) When a division (work unit) is reorganised following the consultative process outlined in subclauses 25.1, 25.2 and 25.3 (inclusive), the following procedures will apply in relation to continuing employees:
  - (i) Where the duties of a position are not significantly changed, the existing incumbent will continue to hold the position.
  - (ii) Where the duties of a position are so significantly changed that it can be regarded as a new position, or where a position is no longer required, the employee holding the position will become displaced.
  - (iii) Where employees are displaced as a result of organisation change, the Corporation will examine all available avenues for internal redeployment.

### 5. Managing Displaced Employees

- (a) Where displaced employees are unable to be placed within the Corporation, the prevailing NSW Government Policy on displaced employees shall be applied.

### 6. Workplace Change and Co-lateral Agreements

- (a) Where co-lateral agreements apply in relation to the operation of this Award, nothing in Clause 25 Managing Workplace Change will be read as contradicting or overriding the continuation of these arrangements

## **26. Redeployment and Priority Placement**

1. In the event that new positions are created within the Corporation, or where vacancies in the existing structure emerge, the following redeployment and priority placement procedures will apply.
  - (i) The Corporation will call for expressions of interest from displaced employees.
  - (ii) The selection process will be based on the position description of the newly created or vacant position, and measured against the abilities, qualifications and experience of the employee expressing an interest in the position.
  - (iii) Where following the process set out in 26.1(i) above, an existing employee is deemed suitable for the newly created or vacant position, and there are no other suitable applicants, the employee will be redeployed to the position accordingly. Suitability means the person meets the essential requirements of the position, or can be expected to perform adequately the essential requirements of the position within a six month period given access to appropriate training.
  - (iv) Where more than one employee is deemed suitable for redeployment to a position, an assessment panel will be established to discuss with the employees their suitability for the position. The assessment panel will create an eligibility list of applicants for the position in order of merit.

- (v) Assessment panels will be comprised of the Divisional Director (or nominee), a Human Resources representative and a third panel member. All panel members should have a salary above that of the newly created or vacant position and there must be a gender mix.
- (vi) Where a displaced employee is identified as suitable for a newly created or vacant position, they will receive priority placement in that position.

### **27. Union Rights**

1. In recognising that the Association is a legitimate representative of employees of the Corporation, the Corporation will assist the Association by providing for authorised union activities.
2. An employee who has been appointed an Association representative will be allowed reasonable paid time and will be considered to be on duty for the conduct of union activities.
3. The Corporation supports leave that will improve the skills of Association representatives. An employee who is an Association representative will be granted a reasonable paid leave of absence to attend trade union training courses and union related activities provided that adequate notice is given to the Manager Human Resources. Paid leave shall be granted up to a maximum of 12 days in any period of two years, in line with Clause 20.12(f).
4. The Association may hold meetings on the premises of the Corporation provided that adequate notice has been given to the Manager Human Resources of the intention to hold a formal meeting.
5. As far as practicable, Association meetings should be held:
  - (i) Before or after work;
  - (ii) During meal breaks; or
  - (iii) During other designated work breaks.
6. Association meetings may only be held during working hours by agreement between the parties.
7. The Corporation will advise new employees through NSW Lotteries Induction Manual of their right to join a union, and further information is available in the staff lunchroom or from a union delegate.

### **28. Consultation Between the Parties**

1. The parties agree that for the purpose of discussing industrial matters pertaining, but not limited to, the interpretation and implementation of this Award, representatives of the Association and the Corporation will meet at the request of either party.

### **29. Workloads**

1. The Corporation is committed to ensuring that all workloads are manageable and without risk to the health and safety of employees. It is a primary function of management to ensure that workloads are distributed equitably and in accordance with the duties and responsibilities of an employee's position. Employees are not expected to work unreasonable or excessive hours.
2. Where an employee of the Corporation has a concern about the level of his or her workload the matter should be dealt with in accordance with Clause 34 Grievance and Dispute Resolution.

### **30. Negotiating the Next Award**

The parties agree to begin negotiations 6 months prior to the expiry of this award.

### 31. Human Resources Manual

The Corporation agrees to consult with the Association on those Human Resource Manual Policies and Procedures which flow directly from Clauses within this Award.

### 32. Deduction of Association Membership Fees

1. The Public Service Association shall provide the Corporation with a schedule setting out Association fortnightly membership fees payable by members of the Association in accordance with the Association's rules.
2. The Association shall advise the employer of any change to the amount of fortnightly membership fees made under its rules. Any variation to the schedule of Association fortnightly membership fees payable shall be provided to the employer at least one month in advance of the variation taking effect.
3. Subject to subclauses 32.1 and 32.2 above, the Corporation shall deduct Association fortnightly membership fees from the pay of any employee who is a member of the Association in accordance with the Association's rules, provided that the employee has authorised the Corporation to make such deductions.
4. Monies so deducted from the employee's pay shall be forwarded regularly to the Association together with all necessary information to enable the Association to reconcile and credit subscriptions to employee's Association membership accounts.
5. Unless other arrangements are agreed to by the Corporation and the Association, all Association membership fees shall be deducted on a fortnightly basis.
6. Where an employee has already authorised the deduction of Association membership fees from the employee's 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.

### 33. Anti-Discrimination

1. It is the intention of the parties bound by this award to seek to achieve the object in Section 3(f) of the *Industrial Relations Act 1996* to prevent and eliminate discrimination in the workplace. This includes discrimination on the grounds of race, sex, marital status, disability, homosexuality, transgender identity, age and responsibilities as a carer.
2. 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 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:
  - (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.

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

- (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."

### **34. Grievance and Dispute Resolution**

All grievances and disputes between employee(s), the Corporation and the Association will be dealt with in accordance with the provisions of this clause:

- (a) In the first instance, an employee(s) is required to notify the relevant immediate supervisor as to the substance of the grievance, dispute or difficulty, request a meeting to discuss the matter, and if possible, state the remedy sought.
- (b) Where it is impractical for the employee to contact the relevant immediate supervisor, notification may be made to the next appropriate level of management.
- (c) The relevant immediate supervisor, or other appropriate officer, shall convene a meeting in order to resolve the grievance, dispute or difficulty within two (2) working days, or as soon as practicable, of the matter being brought to their attention.
- (d) Unresolved grievances, disputes or difficulties will then be referred to the Manager Human Resources who will attempt to further mediate the dispute, provide advice and assistance, and where appropriate, identify practical solutions.
- (e) If the grievance, dispute or difficulty remains unresolved, the employee(s) or the Association representative may approach the Director Corporate Services to resolve the dispute. Where the matter has industrial or human resource implications, the Director Corporate Services should seek the advice of the Chief Executive Officer.
- (f) If the grievance, dispute or difficulty is still unresolved, the employee(s), the Corporation or the Association may refer the matter to the New South Wales Industrial Relations Commission for determination.
- (g) Whilst the procedures outlined above are being followed, normal work undertaken prior to the notification of the grievance, dispute or difficulty shall continue unless otherwise agreed between the parties.
- (h) In matters concerning occupational health and safety, normal work shall proceed, if practical, in a manner which avoids any risk to the health and safety of any employee or any member of the public.
- (i) An employee may, at any stage, request to be represented by the Association.

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

1. This Award shall apply to all employees of the Corporation as defined in Clause 2, Definitions - General, of this Award.
2. This award is made following a review under section 19 of the *Industrial Relations Act 1996* and rescinds and replaces the New South Wales Lotteries Corporation (Salaries, Allowances and Conditions of Employment) 2004 Award published 23 December 2005 (355 I.G. 636) and all variations thereof.

3. The changes made to the award pursuant to the Award Review pursuant to section 19(6) of the *Industrial Relations Act* 1996 and Principle 26 of the Principles for Review of Awards made by the Industrial Relations Commission of New South Wales on 28 April 1999 (310 I.G. 359) take effect on and from 30 April 2009.
4. The award remains in force until varied or rescinded, the period for which it was made having already expired.

## PART B

### SCHEDULES

#### SCHEDULE 1

#### SALARIES

The salaries detailed are to apply from the first pay period after the date detailed hereunder:

Old Classification/Grade Clerical Officers	New Pay Step	1/7/2007 \$	1/7/2008 4% increase \$	1/7/2009 4% increase \$
Grade 1-2 Junior Pay				
Scale 1st Year (under 19 years of age at commencement)	1	25,452	26,470	27,529
2nd Year (19 years of age at commencement)	2	32,723	34,032	35,393
3rd Year (20 years of age at commencement)	3	36,229	37,678	39,185
Over 21 years of age at commencement				
1st Year	4	38,448	39,986	41,585
2nd Year	5	40,857	42,491	44,191
3rd Year	6	43,903	45,659	47,485

The salary rates dependent on age are commencing rates only. Once an employee has commenced, progression will be annually through the salary scale.

Classification/Grade	New Pay Step	1/7/2007 \$	1/7/2008 4% increase \$	1/7/2009 4% increase \$
Clerks Grades 1 -12				
Grade 1				
1st Year	13	46,320	48,173	50,100
Thereafter	14	47,682	49,589	51,573
Grade 2				
1st Year	15	49,012	50,972	53,011
Thereafter	16	50,356	52,370	54,465
Grade 3				
1st Year	17	51,784	53,855	56,009
Thereafter	18	53,344	55,478	57,697
Grade 4				
1st Year	19	55,010	57,210	59,498
Thereafter	20	56,701	58,969	61,328
Grade 5				
1st Year	21	61,128	63,573	66,116
Thereafter	22	63,056	65,578	68,201
Grade 6				
1st Year	23	65,527	68,148	70,874
Thereafter	24	67,448	70,146	72,952

Grade 7				
1st Year	25	69,468	72,247	75,137
Thereafter	26	71,546	74,408	77,384
Grade 8				
1st Year	27	74,527	77,508	80,608
Thereafter	28	76,896	79,972	83,171
Grade 9				
1st Year	29	79,188	82,356	85,650
Thereafter	30	81,414	84,671	88,058
Grade 10				
1st Year	31	84,738	88,128	91,653
Thereafter	32	87,263	90,754	94,384
Grade 11				
1st Year	33	91,589	95,253	99,063
Thereafter	34	95,472	99,291	103,263
Grade 12				
1st Year	35	101,454	105,512	109,732
Thereafter	36	105,923	110,160	114,566

## SCHEDULE 2

### SALARY RELATED ALLOWANCES

The rates shown are to apply from the first pay period on or after the dates detailed hereunder:

Allowance	1/7/2007	1/7/2008 4% increase	1/7/2009 4% increase
	\$	\$	\$
(i) First-aid	666	693	721
(ii) Occupational First Aid	1,002	1,042	1,084
(iii) Community Language	1,036	1,077	1,120
(iv) Forklift Driving Allowance	1,036	1,077	1,120

## SCHEDULE 3

### EXPENSE RELATED ALLOWANCES

Table of Allowances

- (1) Accommodation Expenses- Employee Arranged Accommodation (Subclause 17.6)

The following rates are tied to the Australian Public Service rates of Travelling Allowance for Non Senior Executive Service officers, which have been set by the Australian Taxation Office as the prescribed reasonable limits for the purposes of taxation. Rates as at 1 July 2008 and to apply for 2008-2009 financial year.

	Accommodation Expenses \$	Breakfast \$	Lunch \$	Dinner \$	Incidental Expenses \$
Adelaide	145.00	21.10	23.65	40.65	15.90
Brisbane	198.00	21.10	23.65	40.65	15.90
Canberra	133.00	21.10	23.65	40.65	15.90
Darwin	159.00	21.10	23.65	40.65	15.90
Hobart	117.00	21.10	23.65	40.65	15.90
Melbourne	162.00	21.10	23.65	40.65	15.90
Perth	148.00	21.10	23.65	40.65	15.90
Sydney	183.00	21.10	23.65	40.65	15.90



High Cost Country	(See Note below)	21.10	23.65	40.65	15.90
Tier 2 Country Centres	106.00	18.85	21.55	37.15	15.90
(See Note below)					
Other Country Centres	89.00	18.85	21.55	37.15	15.90

## High Cost Country Centres - Accommodation Expenses

Country Centre	\$	Country Centre	\$
Ballarat (Vic)	116.00	Jabiru (NT)	190.00
Broome (WA)	173.00	Karratha (WA)	243.50
Burnie (TAS)	123.00	Kununurra (WA)	147.00
Carnarvon (WA)	133.00	Newcastle (NSW)	116.50
Christmas Island	122.50	Newman (WA)	150.00
Cocos (Keeling) Island	110.00	Pt Hedland (WA)	247.00
Dampier (WA)	158.50	Pt Lincoln (SA)	106.00
Devonport (TAS)	115.50	Thursday Island (QLD)	180.00
Gold Coast (QLD)	135.00	Weipa (QLD)	138.00
Horn Island (QLD)	139.00		

Tier 2 Country Centres include: Albany (WA), Alice Springs (NT), Bathurst (NSW), Bunbury (WA), Orange (NSW), Wagga Wagga (NSW), Wollongong, as varied by subsequent Tax Rulings.

## (2) Meal Breaks and Allowances (Subclause 19.2(a))

The first meal allowance is linked to the Australian Taxation Office's 'reasonable limit' for overtime meal allowance:

(a)(i)	\$15.65	
(a)(ii)	\$23.60	
(a)(iii)	\$15.65	
(a)(iv)	\$23.65	subsequent meal allowance of \$15.65
(a)(v)	\$23.65	subsequent meal allowance of \$15.65

## (3) Use of Private Motor Vehicles (Subclause 19.3)

## Motor Car Allowance - Official Business

Engine Capacity	Rate per Kilometre
2601 and over	86.2 cents
1601cc-2600cc	80.3 cents
1600cc or less	57.5 cents

## (4) Garage Allowance (Subclause 19.4)

An allowance of \$535 per annum.

## (5) Home Office Allowance (Subclause 19.5)

An allowance of \$756 per annum.

## (6) Adjustment of Allowances

- (a) The Accommodation Allowances - Employee Arranged Accommodation as prescribed in Item 1 of this Schedule shall be varied in line with adjustments determined by the Australian Taxation Office for reasonable daily travel allowance.

- (b) The Overtime Meal Allowances prescribed in Item 2 of this Schedule shall be varied in line with the quantum of the adjustment determined by the Australian Taxation Office for the reasonable Overtime Meal Allowance.
- (c) The allowances prescribed under Items 3 of this Schedule shall be reviewed in line with movements in similar allowances specified in the Crown Employees (Public Service Conditions of Employment) Reviewed Award 2006 or an award replacing that award.
- (d) The allowances prescribed under Items 4 and 5 of this Schedule shall be adjusted in line with movements in similar allowances specified in the Crown Employees (Public Service Conditions of Employment) Reviewed Award 2006 or an award replacing that award.

#### SCHEDULE 4

##### 12 HOUR SHIFT WORK ROSTERS - 8 WEEK ROTATIONS FEATURES:

4 teams

2 day shifts followed by 2 night shifts, then 4 days off duty

8 week rotating roster period

28 shifts of 10 hours ordinary working time completed in each period

hours/8 weeks = 35 hour week average

28 shifts x 30 minutes Rostered Time Off - totals 14 hours accrued in 8 weeks.

WEEK 1							WEEK 2						
Fri	Sat	Sun	Mon	Tue	Wed	Thu	Fri	Sat	Sun	Mon	Tue	Wed	Thu
1	1	2	2	3	3	4	4	1	1	2	2	3	3
4	4	1	1	2	2	3	3	4	4	1	1	2	2

WEEK 3							WEEK 4						
Fri	Sat	Sun	Mon	Tue	Wed	Thu	Fri	Sat	Sun	Mon	Tue	Wed	Thu
4	4	1	1	2	2	3	3	4	4	1	1	2	2
3	3	4	4	1	1	2	2	3	3	4	4	1	1

WEEK 5							WEEK 6						
Fri	Sat	Sun	Mon	Tue	Wed	Thu	Fri	Sat	Sun	Mon	Tue	Wed	Thu
3	3	4	4	1	1	2	2	3	3	4	4	1	1
2	2	3	3	4	4	1	1	2	2	3	3	4	4

WEEK 7							WEEK 8						
Fri	Sat	Sun	Mon	Tue	Wed	Thu	Fri	Sat	Sun	Mon	Tue	Wed	Thu
2	2	3	3	4	4	1	1	2	2	3	3	4	4
1	1	2	2	3	3	4	4	1	1	2	2	3	3

#### SCHEDULE 5

##### CALCULATION OF ANNUALISED SHIFT LOADING - 12 HOUR SHIFT WORK

The applicable shift loadings are calculated on an annualised basis with the following assumptions being made:

182 shifts of 10 hours working time (per 12-hour shift) worked in a year

28 shifts worked in an 8 week (56 day) rotating roster period

6.5 x 56 day rotating roster periods = 364 days

65 day shifts calculated at:

21 x nil day shift loading

22 x 10% afternoon shift loading

22 x 12.5% afternoon shift loading

Half-day (3.5 hours) Christmas /New Year's Eve Concession is paid out

The first meal break (1 hour) is an unpaid meal break

The second meal break of 30 minutes is a paid meal break at the ordinary salary rate of pay

Calculations Are As Follows:

DAY SHIFTS - MONDAY TO FRIDAY		
21 x 10 hours + nil %	=	210 hours
22 x 10 hours + 10%	=	242 hours
22 x 10 hours + 12.5%	=	247.5 hours
650 hours	(+699.5)	699.5

NIGHT SHIFTS - MONDAY TO FRIDAY		
65 x 10 hours + 15%	=	747.5 hours
650 hours	(+747.5)	1447

SATURDAY SHIFTS - DAY AND NIGHT		
26 x 10 hours + 50%	=	390 hours
260 hours	(+390)	(+390)

SUNDAY SHIFTS - DAY AND NIGHT		
26 x 10 hours + 75%	=	455 hours
260 hours	(+455)	2292
Total Hours Worked - 1820 p.a.		Hours Paid - 2292

PUBLIC HOLIDAYS		
(11 per year x 35 hours week average = 77 hours)		
40 hours "on" x 150%	=	60
37 hours "off" x 100%	=	37
77 hours	=	(+97)

LESS NORMAL LOADINGS PAID MONDAY TO SUNDAY		
30 hours day shifts (M-F) x 9% (average)	=	2.7
27 hours night shifts (M-F) x 15%	=	4.05
10 hours (Saturday shift) x 50%	=	5.00
10 hours (Sunday shift) x 75%	=	7.5
77 Hours	=	(-19.25) (+ 77.75)
	=	2369.75

PLUS HALF - DAY CHRISTMAS/ NEW YEAR'S EVE CONCESSION		
3.5 hours + 12.5% average	=	3.94
		(+3.94) 2373.69

PLUS PAID 30 MINUTE SECOND MEAL BREAK AT ORDINARY SALARY RATE OF PAY		
0.5 hours x 182 shifts p.a.	=	91 hours
		(+91) 464.69
Total Hours Paid		2464.69
(Less) Total Hours Worked pa		-1820.00
Difference		644.69
ANNUALISED SHIFT LOADING (644.69/1820)		= 35.4%

D.W. RITCHIE, Commissioner

Printed by the authority of the Industrial Registrar.

**OPERATIONAL AMBULANCE MANAGERS (STATE) AWARD**

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

Application by Health Services Union, Industrial Organisation of Employees.

(Nos. IRC 2064 of 2006 and 1123, 1354, 1355 and 1356 of 2007)

Before The Honourable Mr Justice Staff

24 September 2008

**AWARD****1. Title**

This Award shall be known as the Operational Ambulance Managers (State) Award ("the Award").

**2. Arrangement**

Clause No.	Subject Matter
------------	----------------

- |    |             |
|----|-------------|
| 1. | Title       |
| 2. | Arrangement |

## Section 1 - General

- |    |                             |
|----|-----------------------------|
| 3. | Object                      |
| 4. | Definitions                 |
| 5. | Classification Descriptions |
| 6. | Work Arrangements           |

## Section 2 - Employment Conditions

- |     |                           |
|-----|---------------------------|
| 7.  | Employees Duties          |
| 8.  | Vacancies & Promotion     |
| 9.  | Appointment of Officers   |
| 10. | Roster Leave              |
| 11. | Reasonable Hours          |
| 12. | Public Holidays           |
| 13. | Termination of Employment |

## Section 3 - Salaries and Monetary Entitlements

- |     |                                     |
|-----|-------------------------------------|
| 14. | Salaries                            |
| 15. | Payment and Particulars of Salaries |
| 16. | Climatic & Isolation Allowance      |
| 17. | Travel Allowances                   |
| 18. | Relieving Other Members of Staff    |
| 19. | Salary Sacrifice to Superannuation  |
| 20. | Salary Packaging                    |

## Section 4 - Leave Entitlements

- |     |  |
|-----|--|
| 21. | Annual Leave                                     |
| 22. | Annual Leave Loading                             |
| 23. | Family & Community Leave & Personal Carers Leave |
| 24. | Maternity, Adoption & Parental Leave             |
| 25. | Study Leave                                      |

26. Trade Union Leave
27. Long Service Leave
28. Sick Leave

#### Section 5 - Miscellaneous

29. Uniforms
30. Redundancy - Managing Displaced Employees
31. Union Subscriptions
32. Accommodation

#### Section 6 - Award Parameters

33. Issues Resolution
34. Anti-Discrimination
35. Benefits Not To Be Withdrawn
36. No Extra Claims
37. Area Incidence & Duration

#### Section 7 - Monetary Rates

- Table 1A - Salaries
- Table 1B - Salaries
- Table 2 - Allowances

### **Section 1. General**

#### **3. Object**

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.

#### **4. Definitions**

"The Department" means the New South Wales Department of Health.

"The Service" means the Ambulance Service of New South Wales.

"Union" means the Health Services Union.

"Officer/Superintendent/Operational Manager" means an employee of the Service who is employed pursuant to this Award.

"Employee" means an Officer/Superintendent/Operational Manager 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 Commission on and from 1 January 1977 and continuous service as a servant of the Corporation on and from 17 August 1982 and continuous service with the NSW Department of Health on and from 17 March 2006.

The "Working Week" for the purpose of this Award shall commence on Saturday and finish on Friday.

#### **5. Classification Descriptions**

"Ambulance Manager Level 1" means an employee who has the following responsibilities, skills and attributes:

Accountability for ensuring funds are expended according to approved budgets and for ensuring targets are met.

Responsibility to provide regular feedback and appraisal regarding the performance of staff.

Responsibility for maintaining effective relationships with a range of stakeholders within the Service to ensure the Service's priorities are met.

Assist with the development and implementation of policies, procedures, standards and practices for the Service.

Responsibility and accountability for providing a professional level of services to the Service or oversee the management of aspects of services and the staff.

Understanding and commitment to the Service's priorities;

Capacity to direct all operational facets based on strategic and business plans;

Ability to ensure budget targets are met.

Capacity to undertake performance appraisal of staff and ability to develop performance measures.

Effective communication and interpersonal skills.

Assist with the development and implementation of policies, procedures, standards and practices.

Able to meet pre-determined targets and deadlines.

Ability to be flexible and adapt work practices to suit circumstances.

"Ambulance Manager Level 2" means an employee who is required to demonstrate the following responsibilities, skills and attributes to a level greater than that required for a Level 1 Ambulance Manager:

Accountability for allocation and/or expenditure of resources and ensuring targets are met.

Responsibility for ensuring optimal budget outcomes for their customers and communities.

Responsibility for providing regular feedback and appraisals for senior staff to improve health outcomes for customers and for maintaining a performance management system.

Responsibility for providing support for the efficient, cost effective and timely delivery of services.

High level of leadership, communication and interpersonal skills.

Capacity to exercise creative and entrepreneurial solutions to improve productivity and effectiveness for customers.

Proven negotiation and delegation skills.

Ability to motivate and co-ordinate staff.

Ability to provide input, interpret, monitor and evaluate policies, procedures and standards for customers.

Capacity to design strategic and business objectives.

Ability to develop performance measures

"Ambulance Manager Level 3" means an employee who is required to demonstrate the following responsibilities, skills and attributes to a level greater than that required for a Level 2 Ambulance Manager:

Responsibility for reviewing senior staff performances through regular appraisal to improve health outcomes for patients and for maintaining a performance management system.

Responsibility to maintain effective relationships and communication to ensure that corporate goals and priorities of the Health System are met.

Responsibility for providing timely delivery of services and accountable to the appropriate Executive.

Responsibility for contributing to the development and implementation of business plans.

Requirement to make judgements and may in some cases, be delegated responsibility to approve changes in standard practice and procedures.

Excellent leadership, communication and interpersonal skills.

Highly developed and effective management skills.

Ability to develop, monitor and reach predicted outcomes to strategic and business plans.

Highly developed and effective negotiation and delegation skills.

Proven capacity to manage multi-disciplinary groups.

Ability to make judgements and have sole delegated responsibility to approve changes in standards, practices, policies and procedures.

"Ambulance Manager Level 4" means an employee who is required to demonstrate the following responsibilities, skills and attributes to a level greater than that required for a Level 3 Ambulance Manager:

Responsibility for ensuring optimal health outcomes within budget for their customers and communities.

Accountability for allocating resources and ensuring budgets are effectively met.

Responsibility for developing appropriate strategies to manage budget changes in a timely manner.

Requirement to make complex judgements and make appropriate changes in standard practices, policies and procedures.

Staff at this level are expected to develop/implement strategic business plans and ensure budgets are allocated and targets met.

System-wide view of health care provision and management to improve health outcomes for customers.

Excellent strategic planning and policy development skills.

Proven management expertise at a senior level.

Competent to make complex judgements and take initiatives through delegated responsibilities.

"Ambulance Manager Level 5" means an employee who is required to demonstrate the following responsibilities, skills and attributes to a level greater than that required for a Level 4 Ambulance Manager.



## (a) Authority &amp; Accountability

Freedom to operate within delegated authority, performance agreement, and Service or Health policy

Recommend service priorities

Exercise judgement within delegations

Formulate policy and deliver programs in line with performance agreement

Involvement in the development of long-term strategies

Report directly to a member of the Service's executive

Budget management and responsibility for significant budget amount, or

Management of complex area service or unit, requiring specialist advice and input

Adherence to the Accounts and Audit and Determination for Area Health Services and all Statutory Requirements

## (b) Judgement &amp; Problem-Solving

Exercise judgement and problem solving in service policy areas

Frequent resolution of unusual and complex problems

Develop business strategies and business plans

Develop ideas, optional action plans, courses of action

Anticipate and resolve problems in a challenging and dynamic environment

Seek advice when there is no existing policy or precedent

Use of evidence-based decision-making to back up decisions

Sound ability to solve problems using innovative, creative solutions

High level of technical expertise

Provision of high level of expert advice and sound judgement

Independent decision-making; exercising independent judgement

Has a sound understanding of political and cross-Area Health Service issues and how they impact on the organisation

Actively develop strategic partnerships

## (c) Leadership &amp; Management Skills

Provide leadership, management and direction

Actively contributes to shaping the organisation's strategic plan

Ensures that the strategic plan is outcome-focussed, takes into account the short and long-term priorities, and is achievable

- Actively monitors progress towards the achievement of the strategic vision
- Achieve set objectives
- Resolve conflict
- Address and prioritise competing demands
- Lead and manage organisation change on an area-wide basis
- Build appropriate organisation values and culture
- Anticipate problems and develop contingency strategies to meet complex situations
- Applies intellectual rigour to all aspects of their work

(d) Personal & Interpersonal Skills

- Provide specialist advice
- Lead, persuade, motivate and negotiate at senior levels
- Ability to deal with people at all levels
- Communicate and liaise effectively at all levels within the organisation
- Spokesperson for area of responsibility (media, public)
- Effective community liaison and communication
- Effectively self-manages
- Innovative & lateral thinker
- Flexible & responsive
- Supports a reflective learning/quality culture that enables both individuals and the organisation to develop
- Articulates and promotes the organisation's vision and goals
- Promotes an environment in which traditional ways of thinking are challenged and debate is encouraged
- Provides effective role-modelling
- Celebrates achievements and encourages innovation

(e) Outcomes & Performance

- Formal personal agreement with CEO or the relevant General Manager.
- Significant impact on service achievements and targets
- Formal performance agreements with direct reports
- Achievement of best practice
- Monitoring and compliance with all professional standards

Responsible for Service-wide service delivery

## **6. Work Arrangements**

- (a) Work will be performed by the most efficient means.
- (b) The parties agree that there will be no forced transfers as a result of the implementation of subclause (a) of this clause.
- (c) Any proposal that will significantly affect employees covered by the Union will be the subject of genuine consultation between the parties.
- (d) Any dispute arising from the operation of this clause will be dealt with in accordance with clause 13, Issues Resolution, of this Award.

## **Section 2 - Employment Conditions**

### **7. 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) 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.

### **8. Vacancies & Promotion**

- (a) Advertisements 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.

### **9. Appointment of Officers**

- (a) An employee employed under this Award shall be engaged as a full time employee, a permanent part time employee or a temporary employee.
- (b) Every employee will be provided with a Position Description commensurate with his or her position which he or she will be required to sign. The position description will outline the duties to be performed in addition to the key competencies and accountabilities required for the position.
- (c) All employees will be required to enter into a Performance Agreement.
- (d) Every employee who is appointed to a Superintendent/Operational Manager position advertised/created after the date of the making of this Award will be required to continue to meet the minimum requirements for that position.

- (e) 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 days each week which are less than those prescribed for a full time employee, except in emergent or urgent circumstances.
  - (ii) Permanent part-time employees shall be paid an hourly rate calculated on the basis of 1/38 of the weekly rate (annual rate/52.17857) prescribed in Table 1, Classification Structure, of Section 7 of this Award.
  - (iii) Permanent part-time employees shall not be entitled to additional rostered leave days off duty as prescribed in subclause (a) of clause 9, Roster Leave, of this Award.
  - (iv) Permanent part-time employees shall be entitled to all other benefits not otherwise expressly provided for herein in the same proportion as the average days per week bear to full-time employment.
  - (v) Permanent part-time employees shall be entitled to payment of the allowances prescribed by clause 16, Climate and Isolation Allowance, of this Award in the same proportion as the average hours worked per week bear to full-time hours.
  - (vi) The parties recognise that permanent part-time employment will provide flexible working arrangements for employees to cater for personal requirements such as family responsibilities.
- (f) Temporary Employee
- (i) A temporary employee is engaged for a continuous fixed period of time to carry out a specific task. Such task may include the provision of relief for permanent employees, conduct of specific projects or the provision of services which are not recurrent in nature.
  - (ii) A temporary employee may be full time or part time.
  - (iii) 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 station, 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.
  - (iv) Temporary employees will be required to undertake and successfully complete all the requirements applicable to permanent full-time employees.

#### **10. Roster Leave**

- (a) Each employee shall be granted nine (9) days of absence in each period of 28 days with the ninth day of absence being designated the Additional Rostered Leave day off duty.
- (b) Such time off duty may be granted weekly or allowed to accumulate for 28 days, provided that when it is not convenient for the Service to grant the full amount of leave due under this clause in each period of 28 consecutive days, the employee shall not be called upon to forfeit such leave.
- (c) Leave under this clause shall not be allowed to accumulate to more than twelve (12) days.
- (d) Subject to clause 12, Termination of Employment, subclause (c), of this Award, payment in lieu of roster leave shall not be made.

#### **11. Reasonable Hours**

- (a) 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.

- (b) For the purposes of sub-clause (b) what is reasonable or otherwise will be subject to sub-clause (b) an employer may require an employee to work reasonable overtime at overtime rates.
- (c) Determined having regard to:
  - (i) Any risk to employee health and safety.
  - (ii) The employee's personal circumstances including any family and carer responsibilities.
  - (iii) The needs of the workplace or enterprise.
  - (iv) The notice (if any) given by the employer of the overtime and by the employee of his or her intention to refuse it; and
  - (v) Any other relevant matter.

### **12. 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 paragraph (i) of subclause (a) of clause 21, Annual Leave, of this Award, applies, and who is required to and does work on a public holiday or a special public holiday proclaimed for the State of New South Wales shall be paid for the time actually worked at the rate of double time and one half.
  - (ii) An employee to whom paragraph (ii) of subclause (a) of clause 21, Annual Leave, of this Award, applies, and who is required to and does work on a public holiday or a special public holiday proclaimed for the State of New South Wales shall be paid for the time actually worked at the rate of time and one half.
  - (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 Table 1, Classification Structure of this Award.
- (c) Special Public Holidays proclaimed for the State of New South Wales are to be granted or payment made as prescribed in paragraphs (i) and (ii) of subclause (b) of this clause, if not granted. Where an employee works on a seven day per week basis as set out in paragraph (ii) of subclause (a) of clause 21, Annual Leave, of this Award, and the employees rostered day off or annual leave falls due on such day, the employee shall be paid, in addition to the employees appropriate weekly rate of pay, an extra day's pay at ordinary rates.
- (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 determined by the Service and shall be regarded, for all purposes of this clause, as any other public holiday.

### **13. Termination of Employment**

- (a) Employment shall be terminated by four (4) weeks notice in writing by either party or by the giving or forfeiting, as the case may be, of four weeks wages in lieu of notice. Notwithstanding this the Service shall have the right to terminate an employee's employment without notice for serious or wilful misconduct in which case wages shall be paid up to the time of dismissal only.
- (b) The Service shall, upon request by the employee, give the employee a signed statement outlining the period of employment.

- (c) Employees with a credit of any additional rostered leave day off duty shall be paid for such accrual upon termination.

### **Section 3. Salaries and Monetary Entitlements**

#### **14. Salaries**

- (a) Employees who are appointed to an Operational Management position shall be allocated to one of the classification levels as set out in Table 1, Classification Structure, of this Award, and shall not be paid less than the minimum level for that position.
- (b) An employee who successfully applies for a position covered by this Award where the salary band encompasses his or her current salary will be appointed at no less than his or her current salary.
- (c) An employee who successfully applies for a position which carries a higher minimum salary level than his or her current salary will be appointed at no less than the minimum of the applicable salary band.
- (d) Once the appointed employee's salary has been determined in accordance with subclause (a), (b) or (c) of this clause, the employee's salary will move in accordance with the percentage increases applicable under this Award.
- (e) Further increases over and above the percentage increases applicable under subclause (d) of this clause will occur based on the employee's work performance that will be measured against their Performance Agreement.
- (f) Any dispute arising from the operation of this clause shall be dealt with in accordance with clause 33, Issues Resolution, of this Award.

#### **15. Payment and Particulars of Salaries**

- (a) Wages shall be paid fortnightly by electronic transfer.
- (b) For each pay-day, employees shall be furnished with a statement showing the gross amount of ordinary wages and penalties together with separate details of all deductions.
- (c) 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 Service and the Union due to isolation.
- (d) Salaries shall be deposited by the Service in sufficient time to ensure that wages are available for withdrawal by employees no later than pay day.

This requirement shall not apply where employees nominate accounts with non-bank financial institutions which lack the technological or other facilities to process salary deposits within 24 hours of the Service making their deposits. In such cases the Service shall take all reasonable steps to ensure that wages are available for withdrawal by no later than pay-day.

#### **16. 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 Table 2, Allowances of Section 7 of this Award, 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 specified in Table 2, Allowances of Section 7 of this Award, 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) The allowances prescribed by this clause shall be regarded as part of the salary for the purposes of this Award.

### **17. Travel Allowances**

Employees shall be granted travelling allowances on such terms and conditions prescribed by the Department's Policy Directive 2005\_619 Travel - Official or its subsequent replacements.

### **18. Relieving Other Members of Staff**

- (a) An employee who is required by the Service to relieve another employee paid on a higher scale for a period of not less than one working week shall be entitled to receive the minimum rate of the higher scale of pay.
- (b) This provision shall not apply when an employee on a higher scale is absent from duty by reason of his or her additional roster leave day off duty.
- (c) No reduction shall be made in the scale of pay of an employee called upon to relieve another employee paid on a lower scale.

### **19. Salary Sacrifice to Superannuation**

- (a) Notwithstanding the salaries prescribed in clause 14 Salaries, as varied from time to time, an employee may elect, subject to the agreement of the employee's employer, to sacrifice a part or all of the salary payable under the salaries 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 together with any salary packaging arrangements under clause 20 Salary Packaging, of this award may be made up to one hundred (100) per cent of the salary payable under the salaries clause, or up to one hundred (100) per cent of the currently applicable superannuable salary, whichever is the lesser.

In this clause, 'superannuable salary' means the employee's salary as notified from time to time to the New South Wales public sector superannuation trustee corporations.

- (b) Any pre-tax and post-tax payroll deductions must be taken into account prior to determining the amount of available salary to be packaged. Such payroll deductions may include but are not limited to superannuation payments, HECS payments, child support payments, judgment debtor/garnishee orders, union fees and private health fund membership fees.
- (c) Where the employee has elected to sacrifice a part or all of the available payable salary to additional employer superannuation contributions:
- (i) The employee shall be provided with a copy of the signed agreement. The salary sacrifice agreement shall be terminated at any time at the employee's election and shall cease upon termination of the employee's services with the employer.
- (ii) Subject to Australian taxation law, the amount of salary sacrificed will reduce the salary subject to appropriate PAYE taxation deductions by the amount sacrificed; and

- (iii) Any allowance, penalty rate, overtime, payment for unused leave entitlements, weekly workers' compensation, or other payment, other than any payment for leave taken in service, to which an employee is entitled under the relevant 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 the salaries clause in the absence of any salary sacrifice to superannuation made under this award.
- (d) The employee may elect to have the specified amount of payable salary which is sacrificed to additional employer superannuation contributions:
  - (i) paid into the superannuation scheme established under the *First State Superannuation Act 1992* as optional employer contributions; or
  - (ii) subject to the employer's agreement, paid into a private sector complying superannuation scheme as employer superannuation contributions.
- (e) Where an employee elects to salary sacrifice in terms of subclause (iv) above, the employer will pay the sacrificed amount into the relevant superannuation fund.
- (f) Where the employee is a member of a superannuation scheme established under:
  - (i) the *Police Regulation (Superannuation) Act, 1906*;
  - (ii) the *Superannuation Act, 1916*;
  - (iii) the *State Authorities Superannuation Act, 1987*;
  - (iv) the *State Authorities Non-contributory Superannuation Act, 1987*; or
  - (v) the *First State Superannuation Act, 1992*.

The employee's employer must ensure that the amount of any additional employer superannuation contributions specified in subclause (i) above is included in the employee's superannuable salary which is notified to the New South Wales public sector superannuation trustee corporations.

- (g) Where, prior to electing to sacrifice a part or all of their salary to superannuation, an employee had entered into an agreement with their employer to have superannuation contributions made to a superannuation fund other than a fund established under legislation listed in subclause (vi) above, the employer will continue to base contributions to that fund on the salary payable under clause 14 Salaries of the Award to the same extent as applied before the employee sacrificed that amount of 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.

## 20. Salary Packaging

- (a) By agreement with their employer, employees may elect to package part or all of their salary in accordance with this clause, to obtain a range of benefits as set out in the NSW Health Services Salary Packaging Policy and Procedure Manual, as amended from time to time. Such election must be made prior to the commencement of the period of service to which the earnings relate. Where an employee also elects to salary sacrifice to superannuation under this award, the combined amount of salary packaging/sacrificing may be up to 100 per cent of salary.

Any salary packaging above the fringe benefit exemption cap will attract fringe benefits tax as described in paragraph (d) below.



- (b) Where an employee elects to package an amount of salary:
- (i) Subject to Australian taxation law, the packaged amount of salary will reduce the salary subject to PAYE taxation deductions by that packaged amount.
  - (ii) Any allowance, penalty rate, overtime payment, payment for unused leave entitlements, weekly workers' compensation, or other payment other than any payment for leave taken in service, to which an employee is entitled under this award 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 packaging or salary sacrificing made under this award.
  - (iii) 'Salary' for the purpose of this clause, for superannuation purposes, and for the calculation of award entitlements, shall mean the award salary as specified in clause 14 Salaries, and which shall include 'approved employment benefits' which refer to fringe benefit savings, administration costs, and the value of packaged benefits.
- (c) Any pre-tax and post-tax payroll deductions must be taken into account prior to determining the amount of available salary to be packaged. Such payroll deductions may include but are not limited to superannuation payments, HECS payments, child support payments, judgement debtor/garnishee orders, union fees, and private health fund membership fees.
- (d) The salary packaging scheme utilises a fringe benefit taxation exemption status conferred on public hospitals and area health services, which provides for a fringe benefit tax exemption cap of \$17,000 per annum. The maximum amount of fringe benefits-free tax savings that can be achieved under the scheme is where the value of benefits when grossed-up, equal the fringe benefits exemption cap of \$17,000. Where the grossed-up value exceeds the cap, the employer is liable to pay fringe benefits tax on the amount in excess of \$17,000, but will pass this cost on to the employee. The employer's share of savings, the combined administration cost, and the value of the package benefits, are deducted from pre-tax dollars.
- (e) The parties agree that the application of the fringe benefits tax exemption status conferred on public hospitals and area health services is subject to prevailing Australian taxation laws.
- (f) If an employee wishes to withdraw from the salary packaging scheme, the employee may only do so in accordance with the required period of notice as set out in the Salary Packaging Policy and Procedure Manual.
- (g) Where an employee ceases to salary package, arrangements will be made to convert the agreed package amount to salary. Any costs associated with the conversion will be borne by the employee, and the employer shall not be liable to make up any salary lost as a consequence of the employee's decision to convert to salary.
- (h) Employees accepting the offer to salary package do so voluntarily. Employees are advised to seek independent financial advice and counselling to apprise them of the implications of salary packaging on their individual personal financial situations.
- (i) The employer and the employee shall comply with the procedures set out in the NSW Health Services Salary Packaging Policy and Procedure Manual as amended from time to time.

#### **Section 4. Leave Entitlements**

##### **21. Annual Leave**

- (a) Annual Leave shall be granted on completion of each 12 months service as follows:
- (i) An employee employed on a Monday to Friday basis - four weeks leave on full pay.

- (ii) An employee employed on duties which require him or her to work irregular hours on a seven day per week basis, including work on Saturdays, Sundays and public holidays - five weeks leave with seven week's pay.
- (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, then annual leave shall be calculated on a pro rata basis.
- (c) It is admitted by the parties that the additional two weeks pay payable to an employee employed on duties in accordance with paragraph (ii) of subclause (a) of this clause has been provided in lieu of and in consideration of public holidays being worked by employees or which have occurred on an employee's rostered day off.
- (d) To the leave prescribed by paragraph (i) of subclause (a) of this clause, there shall be added one working day for each public holiday or special public holiday proclaimed for the State of New South Wales 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.
  - (ii) An employee shall be eligible for annual leave when twelve 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.
  - (iii) Nothing in this subclause shall prevent the Service, by agreement with the employee, from allowing annual leave to an employee before a right to it 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.
  - (iv) 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 annual leave at a specified time and that time is then 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.
  - (v) Employees may exchange annual leave by mutual arrangement 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 employees 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 additional rostered leave day off duty shall not accrue when an employee is absent during his or her four weeks annual leave as provided for under the *Annual Holidays Act 1944*. However, officers entitled to additional rostered leave days off duty in accordance with clause 10, Roster Leave, of this Award, shall accrue credit towards an additional rostered leave day off to employees in excess of the above mentioned four weeks.

## **22. Annual Leave Loading**

- (a) Employees who, under the *Annual Holidays Act 1944*, become entitled to annual leave under clause 21, Annual Leave, of this Award, 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 in Table 1, Classification Structure of this Award, for the classification in which the employee was employed immediately before commencing his/her annual leave. The 17.5 per cent annual leave loading will apply to the following periods of annual leave, ie; in the case of an employee employed on a Monday to Friday basis - four weeks, and for seven day per week basis employees - five weeks, provided further that in no instance is the calculated amount to exceed one thousand four hundred and twenty-one dollars and zero cents (\$1421.00) with effect from the first pay period to commence on or after 1 July 2007.
- (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 or she would have become entitled under this 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 she became entitled after 10 May 1974, 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) The annual leave loading shall be paid 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 employees Annual Leave loading on a fortnightly basis which coincides with the normal fortnightly pay period.

## **23. Family and Community Services Leave and Personal/Carer's Leave**

Employees shall be granted family and community services leave and personal/carer's leave in accordance with the provisions of the Department's Policy Directive 2007\_031 Family and Community Services Leave and Personal/Carer's Leave or its subsequent replacements

## **24. Maternity, Adoption and Parental Leave**

This clause is to be read in conjunction with the Service's Instructional Circular 05/16 or subsequent replacement Instructional Circulars as issued by the Service.

### **A. Maternity Leave**

- (a) Eligibility for Paid Maternity Leave
  - (i) Full time employees

Female employees who prior to the expected date of birth, have completed at least forty (40) weeks continuous service (of not less than 31.25 hours per week) are eligible for paid maternity leave.

(ii) Permanent part-time employees

Permanent part-time employees are employees engaged on a permanent part-time basis as defined by their Award. Female employees employed on this basis are entitled to pro-rata paid maternity leave after forty (40) weeks continuous service.

(iii) An employee who has once met conditions for paid maternity leave will not be required to again work the forty (40) weeks continuous service in order to qualify for a further period of paid maternity leave, unless:

- (1) there has been a break in service where the employee has been re-employed or re-appointed after 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 forty (40) weeks. In this context, leave without pay does not include sick leave without pay, maternity leave without pay, or leave without pay associated with an illness or injury compensable under workers' compensation legislation.

(b) Entitlements to Paid Maternity Leave

(i) Eligible employees are entitled to fourteen (14) weeks at the ordinary rate of pay from the date maternity leave commences. This leave may commence up to fourteen (14) weeks prior to the expected date of birth.

(ii) Paid maternity leave may be paid:

on a normal fortnightly basis; or

in advance in a lump sum; or

at the rate of half pay over a period of twenty-eight (28) weeks on a regular fortnightly basis.

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.

(iii) Should an employee return to duty during the period of paid maternity leave, such paid leave ceases from the date duties are resumed.

(c) Entitlements To Unpaid Maternity Leave

(i) An employee entitled to paid maternity leave is entitled to a further period of unpaid maternity leave of not more than twelve (12) months from the actual date of birth. The leave therefore does not extend beyond the child's first birthday.

(ii) Full time or permanent part time female employees who are not eligible for paid maternity leave are entitled to unpaid maternity leave of not more than 12 months.

(d) Applications for Maternity Leave

(i) An employee who intends to proceed on maternity leave should formally notify their Divisional Manager (in writing) of such intention as early as possible however, not less than eight (8) weeks prior to the commencement of leave. This notice must include a statement of:

- (1) The intention to proceed on maternity leave;
  - (2) The expected date of birth certified by a medical practitioner;
  - (3) The period of leave to be taken;
  - (4) The date on which maternity leave is to commence;
  - (5) A Statutory Declaration stating any period of parental leave sought or taken by the employee's spouse. This declaration must also state that the applicant is the child's primary caregiver for the period of leave sought.
  - (6) The entitlement to maternity leave is reduced by any period of parental leave taken by the employee's spouse. Apart from parental leave of one (1) week at the time of birth, maternity leave is not to be taken concurrently with parental leave except as otherwise provided at subclause (a)(i) of Part D of this clause.
- (e) Applications for Further Maternity Leave
- (i) Where an employee becomes pregnant whilst on maternity leave a further period of maternity leave shall be granted. If an employee enters on the second period of maternity leave during the currency of the initial period of maternity leave, then any residual maternity leave from the initial entitlement ceases.
  - (ii) An employee who commences a subsequent period of maternity leave while on unpaid maternity leave under subclause (c)(i) of Part A of this clause or subclause (a)(ii) of Part D of this clause is entitled to be paid at their normal rate (ie the rate at which they were paid before proceeding on maternity leave).
  - (iii) An employee who commences a subsequent period of maternity leave during the first 12 months of a return to duty on a part time basis as provided under subclause (a)(iii) of Part D of this clause is entitled to be paid at their substantive full time rate for the subsequent period of maternity leave.
  - (iv) An employee who commences a subsequent period of maternity leave more than 12 months after returning to duty on a part time basis under subclause (a)(iii) of Part D of this clause, will be entitled to paid maternity leave for the subsequent period of maternity leave at their part time rate.
- (f) Variations of Maternity Leave
- After commencing maternity leave, an employee may vary the period of her maternity leave -
- (i) once without the consent of the Service, but with a minimum of fourteen (14) days notice in writing; and
  - (ii) otherwise with the consent of the Service, with a minimum of fourteen (14) days notice in writing.
- However, more advanced notice is encouraged, especially for uniformed staff because of roster arrangements.
- (g) Staffing Provisions
- In accordance with obligations established by the *Industrial Relations Act 1996* (Section 69) any person who occupies the position of an employee on maternity leave must be informed that the employee has the right to return to her former position. Additionally, since an employee has the right to vary the period of her maternity leave; offers of temporary employment should be in writing, stating clearly the temporary nature of the contract of employment. The duration of

employment should be also set down clearly; to a fixed date or until the employee elects to return to duty, whichever occurs first.

(h) Effect of Maternity Leave on Accrual of Leave, Increments, etc

- (i) Unpaid maternity leave does not count as service for the purposes of accruing sick leave (unless the period of unpaid leave is less than one month, although it is unlikely that unpaid maternity leave would be for such a lesser period), annual leave (unless the period of unpaid maternity leave is less than 28 calendar days) or long service leave (unless the employee has completed ten years service and the period of unpaid maternity leave is less than six months).
- (ii) Unpaid maternity leave is not to be counted as service for determining incremental progression. Periods of maternity leave at full pay and at half pay are to be regarded as service for incremental progression on a pro-rata basis. Notwithstanding the foregoing, increments based on age must be paid on attainment of the appropriate age.
- (iii) During a period of unpaid maternity leave the employee will not be required to meet the employer's superannuation liability. The employee will, however, be required to make any necessary arrangements for their own contributions.
- (iv) When the employee has resumed duties, any period of full pay leave is counted in full for the accrual of annual 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 leave.
- (v) Except in the case of employees who have completed ten (10) years service the period of maternity leave without pay does not count as service for long service leave purposes. Where the employee has completed ten (10) years service, the period of maternity leave without pay shall count as service provided such leave does not exceed six (6) months.
- (vi) Where public holidays occur during the period of paid maternity leave, payment is at the rate of maternity leave received, ie. public holidays occurring in a period of full pay maternity leave are paid at full rate and those occurring during a period of half pay leave are paid at half rate.

(i) Illness Associated with Pregnancy

- (i) 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 any sick leave without pay.
- (ii) Where an employee is entitled to paid maternity leave but, because of illness or injury, is on workers' compensation, sick, annual, long service leave, or sick leave without pay prior to the birth, such leave will cease nine (9) weeks prior to the expected date of birth. The employee will then commence on maternity leave with the normal provisions applying.

(j) Effect of Premature Birth on Payment of Maternity Leave

An employee who gives birth prematurely prior to proceeding on maternity leave, shall be treated as being on maternity leave from the date she enters on leave to give birth to the child.

(k) Stillbirth

In the case of a stillbirth, (as classified by the Registry of Births, Deaths and Marriages) an employee may elect to take sick leave or maternity leave, subject to production of a medical certificate. She may resume duty at any time provided she produces a doctor's certificate as to her fitness.

## (l) Miscarriage

In the event of a miscarriage, any absence from work is to be covered by the current sick leave provisions.

## (m) Fitness to Continue Working During Pregnancy and Alternative Work

(i) Whilst an employee may commence maternity leave up to fourteen (14) weeks, prior to the expected date of birth, this is not compulsory. However, if an employee decides to continue working prior to taking maternity leave, she must be able to satisfactorily perform her normal duties.

(ii) Where, because of an illness or risk associated with her pregnancy, an employee cannot carry out the duties of her position, an employer is obligated, as far as practicable, to provide alternative employment in some other position that she is able to satisfactorily perform, until maternity leave commences. 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.

## (n) Right to Return to Previous Position

(i) An employee who returns to work after maternity leave has a right to return to her former position.

(ii) 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 to which the employee is capable and/or qualified.

## (o) Portability of Service for Paid Maternity Leave

When determining an employee's eligibility for paid maternity leave, continuous service with an organisation that is part of the public sector service as defined in the *Public Sector Employment and Management Act 2002* will be recognised, provided that:

service was on a full time or permanent part time (as specified) basis;

cessation of service with the former employer was not by reason of dismissal on any ground, except retrenchment or reduction of work;

the employee commences duty with the new employer on the next working day after ceasing employment with the former employer. (There may be a break in service of up to 2 months before commencing duty with the new employer, provided that the new position was secured before ceasing duty with the former employer. However, such a break in service will not be counted as service for the purpose of calculating any prior service prerequisite for paid maternity leave.)

Portability of service for paid maternity leave involves the recognition of service in public sector organisations for the purpose of determining an employee's eligibility to receive paid maternity leave. For example, where an employee moves between a Public Service Department and a public hospital, previous continuous service will be counted towards the service prerequisite for paid maternity leave.

## B. Adoption Leave

## (a) Eligibility for Adoption Leave

(i) All full time and permanent part time employees who are adopting a child and are to be the primary care giver of the child are entitled to unpaid adoption leave .

- (ii) Employees who are adopting a child and are to be the primary care giver of the child are entitled to paid adoption leave as follows:

Full time employees

Employees who, prior to the date of taking custody of the child, have completed 40 weeks continuous service (of not less than 31.25 hours per week) are eligible for paid adoption leave.

Permanent part-time employees

Permanent part-time employees are employees engaged in a permanent part-time basis as defined by their Award. These employees are entitled to pro-rata paid adoption leave after forty (40) weeks continuous service.

- (iii) An employee who has once met conditions for paid adoption leave will not be required to again work the forty (40) weeks continuous service in order to qualify for a further period of paid adoption leave, unless:

- (1) there has been a break in service where the employee has been re-employed or re-appointed after 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 forty (40) weeks. In this context, leave without pay does not include sick leave without pay, maternity leave without pay, or leave without pay associated with an illness or injury compensable under workers' compensation legislation.

(b) Entitlements

(i) Paid Adoption Leave

Eligible employees are entitled to fourteen (14) weeks at the ordinary rate of pay. This leave may commence from the date of taking custody of the child.

Paid adoption leave may be paid:

on a normal fortnightly basis; or

in advance in a lump sum; or

at the rate of half pay over a period of twenty-eight (28) weeks on a regular fortnightly basis.

Annual and/or long service leave credits can be combined with periods of adoption leave at half pay to enable an employee to remain on full pay for that period.

(ii) Unpaid Adoption Leave

Eligible employees are entitled to unpaid adoption leave as follows:

where the child is under the age of 12 months - a period of not more than 12 months from the date of taking custody;

where the child is over the age of 12 months and under 18 years old - a period of up to 12 months, such period to be agreed upon by both the employee and the employer.



(c) Applications for Adoption Leave

- (i) 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 the employer as early as practicable of the intention to take adoption leave, normally 8 weeks prior. This will allow arrangements associated with the adoption leave to be made.
- (ii) A statement must also be provided from the adoption agency or appropriate body/government authority confirming that the applicant/ employee is to have custody and the expected date of placement of the child.

(d) Applications for Further Adoption Leave

Same provisions as maternity leave.

(e) Variations of Adoption Leave

Same provisions as maternity leave.

(f) Staffing Provisions

Same provisions as maternity leave.

(g) Effect of Adoption Leave on Accrual of Leave, Increments, etc

Same provisions as maternity leave.

(h) Right to Return to Previous Position

Same provisions as maternity leave.

(i) Portability of Service for Paid Adoption Leave

Same provisions as maternity leave.

C. Parental Leave

(a) Eligibility for Parental Leave

(i) Full time employees

Employees who, prior to the expected date of birth or to the date of taking custody of the child, have completed 40 weeks continuous service (of not less than 31.25 hours per week) are eligible for parental leave.

(ii) Permanent part-time employees

Permanent part-time employees are employees engaged in a permanent part-time basis as defined by their Award. These employees are entitled to pro-rata paid parental leave after forty (40) weeks continuous service.

(iii) An employee who has once met conditions for parental leave will not be required to again work the forty (40) weeks continuous service in order to qualify for a further period of parental leave, unless:

- (1) there has been a break in service where the employee has been re-employed or re-appointed after 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 forty (40) weeks. In this context, leave without pay does not include sick leave without pay, maternity leave without pay, or leave without pay associated with an illness or injury compensable under workers' compensation legislation.

(b) Entitlements

Eligible employees whose spouse or partner (including a same sex partner) is pregnant or is taking custody of a child, are entitled to a period of leave not exceeding 52 weeks, which includes one week of paid leave, and may be taken as follows:

- (i) an unbroken period of up to one week at the time of the birth of the child, taking custody of the child or other termination of the pregnancy (short parental leave).
- (ii) the entitlement of one week's paid leave may be taken at anytime within the 52 week period and shall be paid:  
  
at the employees ordinary rate of pay for a period not exceeding one week on full pay, or  
  
two weeks at half pay or the period of parental leave taken, whichever is the lesser period.
- (iii) a further unbroken period of unpaid parental leave not exceeding 52 weeks when added to short parental leave in order to be the primary caregiver of the child (extended parental leave).
- (iv) extended parental leave cannot be taken at the same time as the employee's spouse or partner is on maternity or adoption leave, except as otherwise provided at subclause (a)(i) of Part D of this clause.

Annual and/or long service leave credits can be combined with periods of parental leave at half pay to enable an employee to remain on full pay for that period.

(c) Applications for Parental Leave

- (i) An employee who intends to proceed on parental leave should formally notify their employer of such intention as early as possible, so that arrangements associated with their absence can be made.
- (ii) The employee should give written notice of the intention to take the leave, at least four weeks before proceeding on leave, and should detail the dates on which they propose to start and end the period of leave. It is recognised in situations of taking custody of a child, little or no notice may be provided to the employee. In such an instance, the employee should notify the employer as early as practicable.
- (iii) The employee must, before the start of leave, provide a certificate from a medical practitioner confirming that their spouse or partner is pregnant and the expected date of birth, or in the case of an adoption, an official form or notification on taking custody of the child.
- (iv) In the case of extended parental leave, the employee must, before the start of leave, provide a statutory declaration by the employee stating:

if applicable, the period of any maternity leave sought or taken by his spouse, and

that they are seeking the period of extended parental leave to become the primary caregiver of the child.

- (d) Variations of Parental Leave  
Same provisions as maternity leave.
  - (e) Staffing Provisions  
Same provisions as maternity leave.
  - (f) Effect of Parental Leave on Accrual of Leave, Increments, etc.  
Same provisions as maternity leave.
  - (g) Right to Return to Previous Position  
Same provisions as maternity leave.
  - (h) Portability of Service for Paid Parental Leave  
Same provisions as maternity leave.
- D. Right to Request
- (a) An employee entitled to maternity, adoption or parental leave may request the employer to allow the employee:
    - (i) to extend the period of simultaneous parental leave use up to a maximum of eight weeks;
    - (ii) to extend the period of unpaid maternity, adoption or extended parental leave for a further continuous period of leave not exceeding 12 months;
    - (iii) 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 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) The employee's request and the employer's decision made under subclauses (a)(ii) and (iii) of this Part must be recorded in writing.
  - (d) Where an employee wishes to make a request under subclause (a)(iii) of this Part:
    - (i) the employee is to make an application for leave without pay to reduce their full time weekly hours of work;
    - (ii) such application must be made as early as possible to enable the employer to make suitable staffing arrangements. At least four weeks notice must be given;
    - (iii) salary and other conditions of employment are to be adjusted on a basis proportionate to the employee's full time hours, that is for long service leave the period of service is to be converted to the full time equivalent and accredited accordingly.

**E. Communication During 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 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 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 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 leave to be taken, whether the employee intends to request to return to work on a part time basis.
- (c) The employee shall also notify the employer of changes of address or other contact details which might affect the employer's capacity to comply with subclause (a) of this Part.

**25. Study Leave**

Employees shall be granted Study Leave on such terms and conditions as prescribed by the Service's Instructional Circular 96/04 or its subsequent replacements.

**26. Trade Union Leave**

Employees shall be granted Trade Union Leave on such terms and conditions prescribed by the Department's Policy Directive 2006\_097 Trade Union Activities or its subsequent replacements.

**27. 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 officers employed under the provisions of the *Public Sector Employment and Management Act 2002*, and the regulations made there under. This includes the taking of long service leave on half pay.
- (b) Where an employee has accrued a right to an additional rostered leave 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 additional rostered leave day off duty in sequence irrespective of whether sufficient credits have been accumulated or not.

**28. 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 of 114 hours in any period of twelve months.
  - (ii) In the event of an employee not taking the full period of 114 hours in any period of twelve (12) months, the untaken period of such leave shall accumulate. A maximum of 76 hours of the untaken hours in each period of twelve (12) months shall accumulate in respect of available sick leave which accumulated prior to 20 June 1980.
  - (iii) Periods of less than thirty eight (38) hours shall not be recredited to employees who are sick whilst on Annual 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 (4) hours but in any case no less than one (1) 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 (2) consecutive days or where, in the Service's 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 workers compensation payments only shall be payable.
- (e) Any accumulation of sick leave standing to the credit of an employee at the date of commencement of this Award, shall be added to the leave which is accumulated pursuant to paragraph (ii) of subclause (a) of this clause.

## **Section 5 - Miscellaneous**

### **29. Uniforms**

- (a)
- (i) The Service shall provide each new employee with sufficient, suitable and serviceable uniforms as determined by the Service.
  - (ii) Uniforms provided shall be replaced by the Service upon condemnation in equivalent numbers.
  - (iii) The Service shall provide any other special clothing which the Service requires an employee to wear.
  - (iv) Articles of clothing issued under paragraphs (i) and (iii) 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. In the event of refusal the provision of clause 13, Issues Resolution, of this Award, shall apply.
- (c) Employees required to wear a uniform shall be paid a laundry allowance as prescribed in Table 2 of Section 8 Monetary Rates.

### **30. Redundancy-Managing Displaced Employees**

Employees shall be entitled to the provisions of the Department's Policy Directive 2007\_085 Managing Displaced Staff of the NSW Health Service or its subsequent replacement.

### 31. Union Subscriptions

The Service agrees, subject to prior written authorisation by the employee, to deduct Union subscriptions from the pay of the authorising employee.

### 32. Accommodation

- (a) In addition to the salary levels prescribed in Table 1, Classification Structure, of Part B of this Award, Officers, employed at the beginning of the first pay period which commenced on or after 25 September 1976 shall be entitled to quarters rent-free and shall be supplied without charge with light and fuel provided that Officers appointed to new positions created after 17 March, 1965 which do not require the occupant personally and directly to provide ambulance services at night or weekends, shall not necessarily be entitled to quarters rent-free or light and fuel without charge.
- (b) Where an employee is provided with premises and is transferred or resigns the Officer shall be given not less than twenty-eight (28) days notice to vacate such premises. The notice shall take effect from the date of notification of transfer or resignation.

## Section 6. Award Parameters

### 33. 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* (NSW) 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 General Manager Operations (and/or his or 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* (NSW), to the Industrial Relations Commission for its assistance in resolving the issue.

- (g) Unless agreed otherwise by the parties the status quo before the emergence of the issue must continue whilst these procedures are being followed. For this purpose "status quo" means the work procedures and practices in place:
- (i) immediately before the issue arose; or
  - (ii) 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 (6) members with equal representation of the Corporation and the Union. Such Committee shall have the power to investigate all matters in dispute and report to the Corporation 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 N.S.W.

#### **34. Anti-Discrimination**

- (a) 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.
- (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.

## NOTES -

- (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 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. Benefits Not to be Withdrawn

Except in so far as altered expressly or by necessary implication, nothing in his 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.

### 36. Leave Reserved & No Extra Claims

This new Award recognises all work value and special case claims up to its commencement date, excepting for the following matters where leave is reserved to the parties to make application in respect of:

- (a) Additional Annual Leave as awarded in the Operational Ambulance Officers (State) Award in 2001; and
- (b) The Award arrangements for Operations Centres, including a new Award, classification structures, rates of pay and conditions of employment.

No additional claims can be pursued to the Award during the life of the 2008 Memorandum of Understanding between the Department and the Union, which ceases on 30 June 2009, excepting those consistent with Clauses 5 and 6 of that Memorandum. Following the expiry of the Memorandum on 30 June 2009, the parties are accordingly entitled to pursue variations to salaries, salary related allowances and conditions of employment for 1 July 2009 onwards, which may include instituting proceedings before the Commission if the parties are unable to achieve agreement.

### 37. Area, Incidence and Duration

- (a) This Award rescinds and replaces the Ambulance Service of New South Wales Superintendent/Operational Managers (State) Award published 31 March 2006 (358 IG 668) and all variations thereof.
- (b) This Award shall apply to persons employed in classifications contained herein employed by the Ambulance Service of New South Wales.
- (c) This Award takes effect from 12 September 2008 and shall remain in force for a period of three years.

## Section 7 - Monetary Rates

### Table 1A - Salaries

#### Prior to 13 September 2008

Operational Managers						
Classification	1 July 2007 (4%)		25 September 2007 (Interim 4%)		1 July 2008 (2.5%)	
	Min	Max	Min	Max	Min	Max
Operational Manager						
Level 1	68,513	71,775	71,254	74,646	73,035	76,512
Level 2	70,142	83,194	72,948	86,522	74,771	88,685
Level 3	81,562	92,981	84,824	96,700	86,945	99,118



Level 4	91,348	109,294	95,002	113,666	97,377	116,507
Level 5	107,662	120,714	111,968	125,543	114,768	128,681
Operations Centre Manager						
Level 1	73,994	77,517	73,994	77,517	75,844	79,455
Level 2	75,753	89,850	75,753	89,850	77,647	92,096
Level 3	88,087	100,419	91,327	100,419	93,610	102,930
Level 4	98,656	118,038	98,656	118,038	101,122	120,988
Level 5	116,275	130,371	116,275	130,371	119,182	133,630

**Table 1B - Salaries****After 13 September 2008**

Operational Managers 13 September 2008 (Work Value & Special Case)				
Classification	(Without 2.5% MOU)		(Including 2.5% MOU)	
	Min	Max	Min	Max
Operational Manager				
Level 1	78,982	82,742	80,956	84,811
Level 2	80,860	95,906	82,881	98,304
Level 3	94,025	107,188	96,375	109,868
Level 4	105,306	125,994	107,939	129,144
Level 5	124,113	139,159	127,216	142,638
Operations Centre Manager				
Level 1	76,954	80,618	78,878	82,633
Level 2	78,783	93,444	80,753	95,780
Level 3	91,610	104,436	93,901	107,047
Level 4	102,602	122,759	105,167	125,828
Level 5	120,926	135,586	123,949	138,976

**Table 2 Allowances**

Clause No.	Brief Description	Rate from 1.7.2006 \$	Rate from 1.7.2007 \$	Rate from 13.9.2008 \$
	Climatic and Isolation Allowance (a)*	4.30	4.30	4.30
	Climatic and Isolation Allowance (b)*	8.70	8.70	8.70
	Laundry Allowance per week**			12.50

\* This is not subject to Award increases as it is determined through the Premier's Department.

\*\* This is not subject to general award increases.

C.G. STAFF J

# OPERATIONAL AMBULANCE OFFICERS (STATE) AWARD

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

Application by NSW Department of Health.

(Nos. IRC 2064 of 2006 and 1123, 1354, 1355 and 1356 of 2007)

Before The Honourable Mr Justice Staff

2 October 2008

## AWARD

### 1. Title

This Award shall be known as the Operational Ambulance Officers (State) Award.

### 2. Arrangement

Clause No.	Subject Matter
------------	----------------

- |    |             |
|----|-------------|
| 1. | Title       |
| 2. | Arrangement |

#### Section 1 - General

- |    |                        |
|----|------------------------|
| 3. | Object                 |
| 4. | Definitions            |
| 5. | Classifications        |
| 6. | Introduction of Change |

#### Section 2 - Employment Conditions

- |     |                           |
|-----|---------------------------|
| 7.  | Employees Duties          |
| 8.  | Vacancies & Promotion     |
| 9.  | Appointment of Officers   |
| 10. | Termination of Employment |

#### Section 3 - Wages and Monetary Entitlements

- |     |  |
|-----|--|
| 11. | Wages                                    |
| 12. | Allowances & Classification Arrangements |
| 13. | Climatic & Isolation Allowance           |
| 14. | Travelling Time & Expenses               |
| 15. | Travelling on Cases                      |
| 16. | Relieving Other Members of Staff         |
| 17. | Special Events Coverage                  |
| 18. | Salary Sacrifice to Superannuation       |
| 19. | Salary Packaging                         |

#### Section 4 - Hours of Work

- |      |  |
|------|--|
| 20.  | Hours of Duty  |
| 20A. | Evaluation and Transition To New Roster Arrangements |
| 20B. | Evaluation and Transition To Crib Break Arrangements |
| 21.  | Allocated Day Off                                    |

22. Roster of Hours
23. Employees On Call
24. Overtime
25. Reasonable Hours
26. Time Off in Lieu of Overtime
27. Penalty Rates for Shift Work & Weekend Work
28. Public Holidays

#### Section 5 - Leave Entitlements

29. Annual Leave
30. Annual Leave Loading
31. Family & Community Leave & Personal Carers Leave
32. Maternity, Adoption & Parental Leave
33. Study Leave
34. Trade Union Leave
35. Long Service Leave
36. Sick Leave

#### Section 6 - Miscellaneous

37. Uniforms
38. Accommodation
39. Lockers & Showers
40. Union Subscriptions
41. Union Notice Boards

#### Section 7 - Award Parameters

42. Issues Resolution
43. Anti-Discrimination
44. Benefits not to be Withdrawn
45. Exemptions
46. Leave Reserved & No Extra Claims
47. Area Incidence & Duration

#### Section 8 - Monetary Rates

- Table 1A - Wages  
Table 1B - Operations Centre Staff - Wages  
Table 1C - Wages  
Table 1D - Operations Centre Staff - Wages
- Table 2A - Allowances  
Table 2B - Additional Allowances  
Table 2C - Allowances  
Table 2D - Additional Allowances

#### Section 9 - Transitional Arrangements

- Table -Transitional Arrangements

### Section 1 - General

#### 3. Object

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.

#### 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.

"The Department" means the New South Wales Department of Health.

"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 of the New South Wales Ambulance Board on and from 13 April 1973, and continuous service of the Health Commission on and from 1 January 1977 and continuous service of the Health Administration Corporation on and from 17 August 1982, and continuous service with the NSW Department of Health on and from 17 March 2006.

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

The Table at Section 9 Classification Transition provides the transition arrangements from the previous classification into the new classification structure effective from the first pay period commencing on or after 12 September 2008.

(a) Division 1

- (i) Trainee Patient Transport Officer means an employee who is undertaking the necessary and relevant training and work experience as determined by the Service to become a Patient Transport Officer and who is appointed to an approved Trainee Patient Transport Officer position.

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 in occupational health and safety, ambulance first aid, driver training, patient handling, oxygen administration, equal employment opportunity, anti-discrimination and anti-harassment.

- (ii) Patient Transport Officer means an employee who has successfully completed the necessary and relevant training and work experience as determined by the Service to become a Patient Transport Officer and who is appointed to an approved Patient Transport Officer position. Provided that such an employee shall be required to undertake and successfully complete further instruction/in-service courses necessary for Patient Transport Officers as determined 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 three years.

The parties agree that this classification will remain a source of alternative duties for injured officers requiring rehabilitation as a result of workplace injury.

(b) Division 2

- (i) Trainee Paramedic means an employee who is undertaking the necessary and relevant training and work experience as determined by the Service to become a Paramedic Intern and who is appointed to an approved Trainee Paramedic position.

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.

- (ii) Paramedic Intern means an employee who is undertaking the necessary and relevant training and work experience as determined by the Service to become a Paramedic and who is appointed to an approved Paramedic Intern position.
- (iii) Paramedic means an employee who has successfully completed the necessary and relevant training and work experience as determined by the Service to become a Paramedic and who is appointed to an approved Paramedic position. Provided that such an employee shall be required to undertake and successfully complete further instruction/in-service courses necessary for the maintenance of their clinical certificate to practice and the reissue of their clinical certificate to practice every three (3) years.
- (iv) Paramedic Specialist means an employee who has successfully completed the requirements to be a Paramedic and who has completed the necessary and relevant training and work experience as determined by the Service to become a Paramedic Specialist. Paramedic Specialist will include:
1. Intensive Care Paramedic means an employee who has completed the necessary and relevant training and work experience as determined by the Service to become a Paramedic Specialist - Intensive Care Paramedic and who is appointed to an approved Intensive Care Paramedic position.
  2. Other such specialist categories as may be developed between the parties.

Provided that such an employee shall be required to undertake and successfully complete further instruction/in-service courses necessary for the maintenance of their clinical certificate to practice and the reissue of their clinical certificate to practice every three years.

Team Leader (rank insignia will be in accordance with the Service's Uniform Policy as contained in Clause 37 a(ii)) means an employee who has successfully completed the requirements as set out for Paramedic and who has successfully completed the requirements for and is appointed to a Team Leader position identified as such by the Service. Provided that such an employee shall be required to undertake and successfully complete further instruction/in-service courses necessary for the maintenance of their clinical certificate to practice and the reissue of their clinical certificate to practice every three years.

Station Manager (rank insignia will be in accordance with the Service's Uniform Policy as contained in Clause 37 a(ii)) means an employee who has successfully completed the requirements as set out for Paramedic and who has successfully completed the requirements for and is appointed to a Station Manager position identified as such by the Service. Provided that such an employee shall be required to undertake and successfully complete further instruction/in-service courses necessary for the maintenance of their clinical certificate to practice and the reissue of their clinical certificate to practice every three years.

District Manager (rank insignia will be in accordance with the Service's Uniform Policy as contained in Clause 37 a(ii)) means an employee who has successfully completed the requirements as set out for a Paramedic and who has successfully completed the requirements for and is appointed to a District Manager 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 three years.

Ambulance Clinical Educator (rank insignia will be in accordance with the Service's Uniform Policy as contained in Clause 37 a(ii)) 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 Clinical Science theory and clinical education of employees utilising advanced educational and management skills.

This category of employee will be principally involved with Clinical Science theory and paramedical, competency based education and training programs, will be required to give advice about and be responsible for the development of clinical science based curricula, adult education and education modalities and will be required to give advice to employees regarding course content, course progression and learning techniques. The Clinical Educator is also required to manage clinical and paramedical education courses and programs.

Clinical Educators not holding a certificate to practice shall be required to undertake and successfully complete further instruction/in-service courses as required by the Service.

Clinical Educators who are eligible for and who wish to maintain a certificate to practice shall be required to undertake and successfully complete further instruction/in-service courses necessary for the maintenance of their certificate to practice and the reissue of their certificate to practice every three years.

Ambulance Paramedic Educator means an employee who has successfully completed the requirements for and is appointed to an Ambulance Paramedic Educator position identified as such by the Service.

This category of employee will be principally involved theoretical and paramedical, competency based education and training programs, will be required to give advice about and be responsible for the development of paramedical based curricula, adult education and education modalities and will be required to give advice to employees regarding course content, course progression and learning techniques. The Paramedic Educator is also required to manage paramedical education courses and programs.

Provided that such an employee shall be required to undertake and successfully complete further instruction/in-service courses necessary for the maintenance of their certificate to practice and the reissue of their certificate to practice every three years.

Ambulance Clinical Training Officer means an employee who has successfully completed the requirements for and is appointed to an Ambulance Clinical Training Officer position identified as such by the Service.

This category of employee will be principally involved in the provision of training on an individual or small group basis in the local area and primarily would rely on training material developed on a central basis with project input by some or all of the Clinical and Paramedic Training Officers.

The Clinical Training Officer is responsible for the planning, delivery and evaluation of education and training programs for operational staff, including Trainee Paramedics, Paramedics and Patient Transport Officers that are consistent with National Competency Standards and the Service's policies and procedures.

Provided that such an employee shall be required to undertake and successfully complete further instruction/in-service courses necessary for the maintenance of their certificate to practice and the reissue of their certificate to practice every three years.

Operations Centre (Standby) Allowance means the allowance paid to Paramedic, Paramedic Specialist, Team Leader, Station Manager or District Manager who has completed the training required by the Service and 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 2 of Table 2D - Allowances, of Section 8 - Monetary Rates shall be regarded as part of the salary for all purposes of this Award.

Rescue (Standby) Allowance means the allowance paid to a Paramedic, Paramedic Specialist, Team Leader, Station Manager or District Manager who has completed the training required by the Service and may be reasonably required by the Service to be rostered to an accredited Ambulance Rescue Unit.

The allowance as set out in Item 2 of Table 2C - Allowances of Section 8 - Monetary Rates shall be regarded as part of the salary for all purposes of this Award.

Specialist Allowance is paid to 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 to by 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 three years.

The allowance as set out in Item 1 of Tables 2C - Allowances, of Section 8 - Monetary Rates shall be regarded as part of the salary for all purposes of this Award.

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.

Paramedic Interns, Paramedics, Paramedic Specialists, Team Leaders, Station Managers, and District Managers are to be paid in addition to their current wage, the Operations Centre Allowance as set out in Item 2 of Table 2D - 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 three years. 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.

Ambulance Operations Centre Officer - Paramedic and Paramedic Specialist  
Paramedics, Paramedic Specialists, Team Leaders, Station Managers and District Managers who are permanently appointed to positions of Ambulance Operations Centre Officer are to be paid up to the maximum rate applicable for a Paramedic Specialist and are to be paid, in addition to their wages and allowances, the Operations Centre Allowance as set out in Table 2D of Section 8 Monetary Rates. This allowance is only applicable to Paramedics, Paramedic Specialists, Station Managers and District Managers for the time in which Operations Centre activities are undertaken.)

**Ambulance Operations Centre Officer - Non Paramedic**

Non paramedic officers are paid at the rates specified in Table 1 of Section 8 Monetary Rates.

Duty Operations Centre Officer means an employee who has successfully completed the requirements as set out for a Paramedic 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 3 years.

Senior Operations Centre Officer means an employee who has successfully completed the requirements as set out for a Paramedic 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 3 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 officer shall be required to undertake and successfully complete further instruction/in service courses and certification examinations as required by the Service every 3 years.

## **6. Introduction of Change**

Any proposal that will significantly affect employees covered by the Award will be the subject of genuine consultation between the parties.

Should such a change lead to an expanded scope of practice for any classification or group of employees covered by this award, the parties agree to discuss the impact of this on the classification structure.

## **Section 2 - Employment Conditions**

### **7. 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.

### **8. 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.
- (d) Subclauses a, b, and c are overruled to the extent necessary for the implementation of the Ambulance Service's lateral transfer policy. Any changes to this policy will be the subject of consultation.

#### **Trial Remote Incentive Initiative**

- (e) The Service will trial a remote incentive initiative as set out in the Service's Trial Remote Incentive Policy and the trial will take place over the three year period of this Award. Any change in the policy within this period will be the subject of consultation. The parties acknowledge that the trial may be terminated by the Service at the end of the three year period.

### **9. 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 permanent full time, permanent part time, temporary full time, temporary part time, or casual.
- (c) Every employee will be provided with a position description as developed between the parties commensurate with their position, which he or she will be required to sign.
- (d) Permanent Full Time Employee

A permanent full time employee is a permanent employee who is required to work an average of 38 hours per week in accordance with clause 20, Hours of Duty.

- (e) Permanent Part Time Employee
- (i) A permanent part time employee is permanently appointed by the Service to work a specified number of hours per week, which are less than the full time hours prescribed in clause 20 Hours of Duty.
- (ii) A permanent full time employee may also work as a permanent part time employee for an approved specified period of time eg. 12 months. The parties recognise that permanent part-time employment will provide flexible working arrangements for employees to cater for personal requirements such as family responsibilities. At the conclusion of the approved specified period of time, the employee will revert to their permanent full time status.
- (iii) Permanent part-time employees shall work in accordance with rosters exhibited in each station at least 7 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.

- (iv) Permanent part-time employees shall be paid an hourly rate calculated on the basis of one thirty-eighth of the rate prescribed in Table 1C or 1D - Wages of Section 8 - Monetary Rates, with a minimum payment of two hours for each start.
  - (v) Permanent part-time employees shall be entitled to payment of the allowances prescribed by clause 13, Climatic and Isolation Allowance, in the same proportion as the actual hours worked per week bear to full time hours.
  - (vi) Employees engaged under this clause shall not be entitled to allocated days off as prescribed in clause 21, Allocated Days Off.
  - (vii) Employees engaged under this clause shall be entitled to all other benefits not otherwise expressly provided for herein at the same proportion as their actual hours of work bear to full-time hours.
  - (viii) 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.
  - (ix) 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.
  - (x) Permanent part-time employees will be required to undertake and successfully complete all the requirements applicable to permanent full-time employees as defined in clause 5, Classifications.
- (f) Temporary Employee
- (i) A temporary employee is engaged for a continuous fixed period of time. The duties may include the provision of relief for permanent employees, conduct of specific projects or the provision of services which are not recurrent in nature.
  - (ii) A temporary employee may be full time or part time.
  - (iii) A temporary employee shall be paid for the number of hours worked each week on an hourly rate calculated at the same hourly rate as prescribed for a full time employee in the same classification plus 10 per cent loading. The loading shall not apply if:
    - a. The period of employment extends beyond 13 weeks
    - b. The employer and the employee agree, during the 13 weeks, that the employee will be employed on a permanent basis.
  - (iv) A temporary employee shall be entitled to a minimum payment of 2 hours for each start. 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 station, 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.
  - (iv) Temporary employees will be required to undertake and successfully complete all the requirements applicable to permanent full-time employees as defined in clause 5, Classifications.
- (g) Casual Employee
- (i) A casual employee is engaged on an hourly basis for a short period of time. The nature of the work performed would be irregular, intermittent, urgent or short term. However employees will be allocated sufficient hours of work required to maintain a certificate to practice.

- (ii) 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 station, 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.
- (iii) Casual employees will be paid an hourly rate calculated on the basis of one thirty-eighth of the appropriate rate prescribed for the appropriate classification in clause 5, plus 10% loading with a minimum payment of two hours for each start. This loading is in recognition of the casual nature of the work and the leave entitlements forgone. Annual leave entitlements are in accordance with the *Annual Holidays Act, 1944*.
- (iv) Casual employees will be required to undertake and successfully complete all the requirements applicable to permanent full-time employees as defined in clause 5, Classifications.

(h) Secure Employment

Objective of this Clause

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

Casual Conversion

- (i) A casual employee engaged by the Service 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) The Service shall give such a casual employee notice in writing of the provisions of this subclause 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 Service fails to comply with this notice requirement.
- (iii) Any casual employee who has a right to elect under paragraph (h)(i), upon receiving notice under paragraph (h)(ii) or after the expiry of the time for giving such notice, may give four weeks' notice in writing to the Service 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 Service shall consent to or refuse the election, but shall not unreasonably so refuse. Where the Service 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 Service, 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 Service.
- (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 (h)(iii), the Service and employee shall, in accordance with this paragraph, and subject to paragraph (h)(iii), discuss and agree upon:
  - a. whether the employee will convert to full-time or part-time employment; and

- b. 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 Service 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.

### **10. 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 of clause 21, 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 20, 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 20, 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 26, 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.

## **Section 3 - Wages and Monetary Entitlements**

### **11. Wages**

- (a) Employees shall not be paid less than the minimum wages for their classification as set out in Table 1C and 1D - Wages Section 8 - Monetary Rates.
- (b) Wages shall be paid fortnightly by electronic transfer.
- (c) For 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.
- (d) Overtime and penalty rates shall be paid within one week of the end of the pay period in which such overtime or penalty rates were worked.

- (e) 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.

### **12. Allowance and Classification Arrangements**

- (a) An employee who is paid an allowance or at a classification for which there is a certification or qualification requirement, 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 three years or;
  - (ii) Elects not to undertake further instruction/in service courses and/or certification examinations as required by the Service every three years.
  - (iii) Applies for and obtains a transfer to a position which is not a nominated position requiring such skills.
- (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 Department's Policy Directive 2005\_095

### **13. 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 4 of Table 2C - Allowances of Section 8 - 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 7 of the said Table 2C, 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.

### **14. Travelling Time and Expenses**

- (a) Except where subclause (c) of clause 16, 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.

### 15. 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 directed to have a meal away from his or her station will be paid a crib/ meal away from station allowance in accordance with existing provisions and practice. In determining existing practice, regard will be had to the following:
  - (i) That allowances do not apply to crib breaks taken by Trainee Patient Transport Officers and Patient Transport Officers.
  - (ii) The agreement between the parties in 1988 under the Commission's then Structural Efficiency Principle.
  - (iii) That this provision does not apply to employees in Operations Centres.
- (c) Where an entitlement exists in (b), the quantum of the allowance is prescribed in Table 2 Allowances in Section 8 Monetary Rates.
  - (i) Where an employee is entitled to one crib break per shift or an unpaid meal break (under the transitional arrangements in clause 20), the payment for any crib/meal directed to be taken away from station will be the rate prescribed at item 9 of Table 2 C Allowances.
  - (ii) Where an employee is entitled to two crib breaks per shift, the payment for any crib directed to be taken away from station will be the lower rate as prescribed at item 10 of Table 2 C Allowances. The number of crib breaks per shift is prescribed in clause 20 Hours of Duty.
- (d) This provisions of this clause will be reviewed by the Commission in conjunction with the review of rosters and crib breaks to be undertaken in accordance with clause 20A Evaluation and Transition to New Roster Arrangements and clause 20B Evaluation and Transition to Crib Break Arrangements - Sydney and Central Coast.
- (e) 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.
- (f) The ten-minute break prescribed by subclause (e) of this clause is not cumulative.
- (g) 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.

### 16. 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 21, 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/Operations Manager, he/she shall be paid the minimum rate of the position so relieved.
- (b) When an employee is called upon to relieve another employee posted at another station and by so doing is required to live away from home, he or she shall be called a relieving employee. A relieving employee shall be paid a living away from home allowance as set out in Item 12 of Table 2C - Allowances Section 8 - Monetary Rates. Except that, a relieving employee who is provided with board and lodgings at no charge will not be entitled to receive the living away from home allowance.
- (c) If accommodation at no charge is not available to the relieving employee, accommodation costs will be met by the Service directly with the provider. In the unusual circumstance that the employee pays the cost of the accommodation they will be entitled to the reimbursement of accommodation expenses as per the Department's Policy Directive on Travel (Policy Directive 2005\_619)
- (d) 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 23, Employees On Call.
- (e) The Service shall decide whether an employee travels to or from their relief duties in rostered hours. If the travel 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.

### 17. 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. This clause will not be used for training, including SCAT and rescue training.
- (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 27, 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 12 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.

### 18. Salary Sacrifice to Superannuation

- (a) Notwithstanding the salaries prescribed in clause 11 Wages as varied from time to time, an employee may elect, subject to the agreement of the employee's employer, to sacrifice a part or all of the salary payable under the wages 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 together with any salary packaging arrangements under clause 19, Salary Packaging, of this award may be made up to one hundred per cent of the salary payable under the wages clause, or up to one hundred per cent of the currently applicable superannuable salary, whichever is the lesser.

In this clause, 'superannuable salary' means the employee's salary as notified from time to time to the New South Wales public sector superannuation trustee corporations.

- (b) Any pre-tax and post-tax payroll deductions must be taken into account prior to determining the amount of available salary to be packaged. Such payroll deductions may include but are not limited to superannuation payments, HECS payments, child support payments, judgement debtor/garnishee orders, union fees and private health fund membership fees.
- (c) Where the employee has elected to sacrifice a part or all of the available payable salary to additional employer superannuation contributions:
- (i) The employee shall be provided with a copy of the signed agreement. The salary sacrifice agreement shall be terminated at any time at the employee's election and shall cease upon termination of the employee's services with the employer.
  - (ii) Subject to Australian taxation law, the amount of salary sacrificed will reduce the salary subject to appropriate PAYE taxation deductions by the amount sacrificed; and
  - (iii) Any allowance, penalty rate, overtime, payment for unused leave entitlements, weekly workers' compensation, or other payment, other than any payment for leave taken in service, to which an employee is entitled under the relevant 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 the salaries clause in the absence of any salary sacrifice to superannuation made under this award.
- (d) The employee may elect to have the specified amount of payable salary which is sacrificed to additional employer superannuation contributions:
- (i) paid into the superannuation scheme established under the First State Superannuation Act 1992 as optional employer contributions; or
  - (ii) subject to the employer's agreement, paid into a private sector complying superannuation scheme as employer superannuation contributions.
- (e) Where an employee elects to salary sacrifice in terms of subclause (d) above, the employer will pay the sacrificed amount into the relevant superannuation fund.
- (f) Where the employee is a member of a superannuation scheme established under:
- (i) the *Police Regulation (Superannuation) Act, 1906*;
  - (ii) the *Superannuation Act, 1916*;
  - (iii) the *State Authorities Superannuation Act, 1987*;
  - (iv) the *State Authorities Non-contributory Superannuation Act, 1987*; or
  - (v) the *First State Superannuation Act, 1992*.



The employee's employer must ensure that the amount of any additional employer superannuation contributions specified in subclause (a) above is included in the employee's superannuable salary which is notified to the New South Wales public sector superannuation trustee corporations.

- (g) Where, prior to electing to sacrifice a part or all of their salary to superannuation, an employee had entered into an agreement with their employer to have superannuation contributions made to a superannuation fund other than a fund established under legislation listed in subclause (f) above, the employer will continue to base contributions to that fund on the salary payable under clause 11 Wages, to the same extent as applied before the employee sacrificed that amount of 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.

### **19. Salary Packaging**

- (a) By agreement with their employer, employees may elect to package part or all of their salary in accordance with this clause, to obtain a range of benefits as set out in the NSW Health Services Salary Packaging Policy and Procedure Manual, as amended from time to time. Such election must be made prior to the commencement of the period of service to which the earnings relate. Where an employee also elects to salary sacrifice to superannuation under this award, the combined amount of salary packaging/sacrificing may be up to 100 per cent of salary.

Any salary packaging above the fringe benefit exemption cap will attract fringe benefits tax as described in subclause (d) below.

- (b) Where an employee elects to package an amount of salary:
- (i) Subject to Australian taxation law, the packaged amount of salary will reduce the salary subject to PAYE taxation deductions by that packaged amount.
  - (ii) Any allowance, penalty rate, overtime payment, payment for unused leave entitlements, weekly workers' compensation, or other payment other than any payment for leave taken in service, to which an employee is entitled under this award 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 packaging or salary sacrificing made under this award.
  - (iii) 'Salary' for the purpose of this clause, for superannuation purposes, and for the calculation of award entitlements, shall mean the award salary as specified in clause 11 Wages, and which shall include 'approved employment benefits' which refer to fringe benefit savings, administration costs, and the value of packaged benefits.
- (c) Any pre-tax and post-tax payroll deductions must be taken into account prior to determining the amount of available salary to be packaged. Such payroll deductions may include but are not limited to superannuation payments, HECS payments, child support payments, judgement debtor/garnishee orders, union fees, and private health fund membership fees.
- (d) The salary packaging scheme utilises a fringe benefit taxation exemption status conferred on public hospitals and area health services, which provides for a fringe benefit tax exemption cap of \$17,000 per annum. The maximum amount of fringe benefits-free tax savings that can be achieved under the scheme is where the value of benefits when grossed-up, equal the fringe benefits exemption cap of \$17,000. Where the grossed-up value exceeds the cap, the employer is liable to pay fringe benefits tax on the amount in excess of \$17,000, but will pass this cost on to the employee. The employer's share of savings, the combined administration cost, and the value of the package benefits, are deducted from pre-tax dollars.
- (e) The parties agree that the application of the fringe benefits tax exemption status conferred on public hospitals and area health services is subject to prevailing Australian taxation laws.

- (f) If an employee wishes to withdraw from the salary packaging scheme, the employee may only do so in accordance with the required period of notice as set out in the Salary Packaging Policy and Procedure Manual.
- (g) Where an employee ceases to salary package, arrangements will be made to convert the agreed package amount to salary. Any costs associated with the conversion will be borne by the employee, and the employer shall not be liable to make up any salary lost as a consequence of the employee's decision to convert to salary.
- (h) Employees accepting the offer to salary package do so voluntarily. Employees are advised to seek independent financial advice and counselling to apprise them of the implications of salary packaging on their individual personal financial situations.

The employer and the employee shall comply with the procedures set out in the NSW Health Services Salary Packaging Policy and Procedure Manual as amended from time to time.

#### **Section 4 - Hours of Work**

##### **20. Hours of Duty**

- (a) This clause is to be read in conjunction with clause 20A Evaluation and Transition to New Roster Arrangements and clause 20B Evaluation and Transition to Crib Break Arrangements.
- (b) The ordinary hours of duty shall be:
  - (i) 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. 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 work is performed on a modified hours roster the maximum length of a shift shall not exceed 12 hours with the average of 38 hours per week to be calculated over the modified hour roster cycle.
- (c) Officers working a modified roster of 12 hour shifts will be entitled to two paid 30 minute crib breaks to be taken between the fourth and seventh hour and the eighth and eleventh hour unless otherwise agreed between the parties. Officers working shifts of less than 12 hours duration shall have one paid 30 minute crib break to be taken between the fourth and seventh hour unless otherwise agreed between the parties.
- (d) Officers who, due to operational requirements, are unable to take their paid crib break within the prescribed times, or whose crib break is not completed, shall receive an additional payment of one hour at ordinary time rates.
- (e) Subclauses (c) and (d) do not apply to officers in the Operations Centres. Such officers will continue to work shifts and meal/crib breaks in accordance with their modified roster provisions.

##### **20A. Evaluation and Transition to New Roster Arrangements**

Sydney and Central Coast

- (a) An evaluation and implementation program for new roster arrangements will be conducted under the auspices of the Industrial Relations Commission. The steps in this program are:
  - (i) From the date of the introduction of the new award, the parties will consult for a 12 week period through the Joint Consultative Committee process. The parties will have recourse to the Commission if required. This consultation period is due to conclude on 5 December 2008.
  - (ii) From 5 December 2008, new 12 hour rosters will be introduced in the Western Sydney and Northern Sydney dispatch boards.

- (iii) When these rosters have run for 9 weeks, a review process will be conducted by the Commission. It is anticipated that the review will commence on 6 February 2009 and be conducted over a 4 week period. The new 12 hour rosters will continue to run during the review period and any adjustments to rosters arising from this review will be incorporated as soon as practicable.
  - (iv) Subject to any contrary determination of the Commission, further 12 hour rosters will be introduced in the remaining Sydney dispatch boards, at the conclusion of the review. It is anticipated that this will occur on 6 March 2009.
  - (v) Subject to any contrary determination of the Commission, further 12 hour rosters will be introduced in the Central Coast.
- (b) In developing the rosters, regard will be had to any pressing personal circumstances of employees, such as child care arrangements.

#### Other Than Sydney and Central Coast

- (c) A transitional arrangement will apply in the stations not covered in (a) until new rosters are developed in consultation between employees, the Service and the Union. During the transitional arrangement the agreed existing rosters will continue to apply until new rosters are implemented. Where the shift length is 12 hours or more, officers will be entitled to two paid 30 minute crib breaks to be taken between the fourth and seventh hour and the eighth and eleventh hour unless otherwise agreed between the parties. Use of the existing rosters will not attract penalty payments, such as overtime, that may otherwise arise from the reduction in the maximum shift length prescribed in Clause 20.

#### **20B. Evaluation and Transition to Crib Break Arrangements - Sydney and Central Coast**

- (a) The existing one hour unpaid meal break provisions will continue to apply until new rosters are implemented. Also, any modified meal break provisions agreed between the parties will continue to apply until new rosters are implemented. If these modified arrangements currently provide for meal penalties, such penalties will be in accordance with (e) below.
- (b) The extension of shift overtime payment for a missed or partially missed unpaid meal break will continue to be available until the paid crib break provision is introduced. This payment will not be subject to the phasing described in (e). This payment will cease when rosters incorporate paid crib breaks.
- (c) The penalty for a missed or incomplete meal break will be phased out as described below to ultimately be in accordance with the penalty for a missed or incomplete crib break as prescribed in Clause 20.
- (d) The penalty for a missed or incomplete meal break is based upon the penalty prescribed in the previous award at Clause 10(a) and (b) i.e:
- (a) 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.
  - (b) 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."

- (e) The prescribed penalty in (d) above will be reduced as follows:
  - (i) By 25% between the 12 September 2008 to 5 December 2008
  - (ii) By a further 25% between 5 December 2008 to 16 January 2009 -(a total reduction of 50%).
  - (iii) By a further 25% between 16 January 2009 to 27 February 2009 - (a total reduction of 75%).
- (f) Employees participating in the roster evaluation in 20A(a)(ii) will be paid either the amount prescribed in 20B(e) or the historical average of the allowance paid for the particular group of employees, which ever is the greater. The historical average is based on payments made to employees in the relevant dispatch board over the six months ending 12 September 2008. The reconciliation will correspond with the pay period.
- (g) From 27 February 2009, the penalty for a missed or incomplete meal break will be at the rate prescribed in 20(d) above.

## 21. 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 29, 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 subclause (a) of this clause 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 28, 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.

## 22. Roster of Hours

- (a) The ordinary hours of duty prescribed by clause 20, 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. Casual employees are not subject to this clause.
- (b) In exceptional circumstances, arising from additional work demands or unplanned absences of other employees, the roster may be changed with 7 days notice. In so doing, due regard will be had to the family and carers commitments of employees effected.
- (c) Work will be performed by the most efficient means. To achieve this, the Service will deploy skills based on operational needs and case priority. This will include the deployment of officers to meet operational needs. Efficient deployment may require an officer to report for duty at another work location within the shift or roster. Deployment to another station within the roster will only occur within reasonable travelling distance (having regard to the circumstances of each case).
- (d) The parties agree that there will be no forced transfers as a result of the implementation of subclause (c) of this clause.
- (e)
  - (i) 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.
  - (ii) However, an employee who works so much overtime after the completion of their shift on any day that results in less than eight consecutive hours off duty before the commencement of their next shift will be released after the completion of such overtime until they have had eight consecutive hours off duty, with no loss of pay for ordinary working time occurring due to such absences.
- (f) Subject to compliance with subclause (a) and (b) of this clause, the roster of an employee may only be altered by mutual agreement between the parties.
- (g) Employees may arrange for shift changes with the following provisos:
  - (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 time sheet with payment made accordingly.

- (ii) Shift swaps should only occur on the basis that each employee maintains an average of 38 hours per week.
  - (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.
- (h)
- (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.
- (i) Where an employee is rostered to an allocated day off, that day off is to be shown on the roster.
- (j) The rosters of shift workers shall provide for an equitable distribution of Saturday and Sunday work between employees working the same roster.
- (k) 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.

### **23. 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) The provisions for employees recalled to work are contained in this clause. A recall under this clause shall not be treated as overtime for any other purpose and shall not be treated as time worked for the purposes of Clause 22 Roster of Hours.
  - (iii) 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. However if required by the employer, and with the agreement of the employee, an employee can be on call in excess of 14 days in each roster cycle of 28 days. In such circumstance, the employee shall receive the daily on call allowance for each such additional episode.
  - (iv) 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.
  - (v) 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.
  - (vi) 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) Where an employee who is on call is called out for duty which in total involves 4 hours or more actual work within 8 hours of the scheduled commencement of their next rostered shift, he or she shall be entitled to exercise the Rest Options provision of the Service's Fatigue Management Standard Operating Policy.
  - (d) An employee who is not on call shall only be recalled to duty with the employee's agreement. Such a recall is subject to the same provisions as recalls performed when an employee is on call.
  - (e) 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 38 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.
  - (f)
    - (i) The weekly on-call allowance as set out in Item 4 of Table 2C - 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 2C, Allowances of Section 8 - Monetary Rates 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 38, Accommodation.
    - (iv) Payment of the on-call allowance shall not apply during periods of Annual Leave or Long Service Leave.
  - (g) 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.
  - (h) 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.

#### **24. Overtime**

- (a) Subject to clause 23, 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 Tables 1C and 1D in Section 8 - Monetary Rates, and the allowance prescribed by clause 23, 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 11 of Table 2C - Allowances of Section 8 - 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 (b) of clause 20, 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.

#### **25. Reasonable Hours**

- (a) Subject to sub-clause (b) an employer may require an employee to work reasonable overtime at overtime rates.
- (b) 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.
- (c) For the purposes of sub-clause (b) what is reasonable or other wise will be determined having regard to:
  - (i) Any risk to employee health and safety.
  - (ii) The employee's personal circumstances including any family and carer responsibilities.
  - (iii) The needs of the workplace or enterprise.
  - (iv) The notice (if any) given by the employer of the overtime and by the employee of his or her intention to refuse it; and
  - (v) Any other relevant matter.

#### **26. 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) No more than 38hrs of time off in lieu of overtime can be accumulated by an employee.
- (ix) 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 23, Employees On Call, and/or clause 24, Overtime.

#### **27. Penalty Rates for Shift Work and Weekend 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.

#### **28. 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 subclause (a) of clause 29, 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 subclause (a) of the said clause 29 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 Table 1C and 1D Section 8 - 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 Wages Tables in Section 8 - Monetary Rates.
- (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 determined by the Service to be taken in the Christmas New Year period, or other suitable period as agreed between the Service and the Union 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.

## **Section 5 - Leave Entitlements**

### **29. Annual Leave**

- (a) Annual Leave shall be granted on completion of each 12 months service as follows:
- (i) Day Worker (as defined in clause 4, Definitions) - four weeks leave on full pay.
  - (ii) Shift Worker (as defined in clause 4, Definitions) but who is not required to work public holidays - five weeks leave on full pay.
  - (iii) Shift Worker (as defined in clause 4, Definitions) who has not been required to successfully complete the requirements for appointment to a Paramedic position - five weeks leave with seven weeks pay.
  - (iv) Shift Worker (as defined in clause 4, Definitions) who has or is required to successfully complete the requirements for appointment to a Paramedic position - six weeks leave with eight weeks pay. (The leave entitlement in this sub-paragraph commenced accrual on 4 February 2002).

- (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 paragraph (iii) and (iv) 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 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) Once an employee becomes entitled to annual leave (ie. after the initial 12 month period of employment has occurred) annual leave will be taken biannually in two separate periods of three weeks duration. 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. Providing further that, with the agreement of the Service, an employee may take their annual leave in one period of 6 weeks duration.
  - (ii) Annual leave shall be granted on a rotating roster basis, provided that such rotation complies with paragraph (i) of this subclause.
  - (iii) 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.
  - (iv) 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.
  - (v) 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 21, 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 21 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.

### 30. 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 11 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 29 (a)(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.

### 31. Family and Community Services Leave and Personal/Carer's Leave

Employees shall be granted family and community services leave and personal/carer's leave in accordance with the provisions of the Department's Policy Directive 2007\_031, Family and Community Services Leave and Personal Carers Leave.

### 32. Maternity, Adoption and Parental Leave

This clause is to be read in conjunction with the provisions in the Service's Instructional Circular 05/16 or subsequent replacement Instructional Circulars as issued by the Service.

#### A. Maternity Leave

##### (a) Eligibility for Paid Maternity Leave

##### (i) Full time employees

Female employees who prior to the expected date of birth, have completed at least forty (40) weeks continuous service (of not less than 31.25 hours per week) are eligible for paid maternity leave.

(ii) Permanent part-time employees

Permanent part-time employees are employees engaged on a permanent part-time basis as defined by their Award. Female employees employed on this basis are entitled to pro-rata paid maternity leave after forty (40) weeks continuous service.

(iii) An employee who has once met conditions for paid maternity leave will not be required to again work the forty (40) weeks continuous service in order to qualify for a further period of paid maternity leave, unless:

- (1) there has been a break in service where the employee has been re-employed or re-appointed after 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 forty (40) weeks. In this context, leave without pay does not include sick leave without pay, maternity leave without pay, or leave without pay associated with an illness or injury compensable under workers' compensation legislation.

(b) Entitlements to Paid Maternity Leave

(i) Eligible employees are entitled to fourteen (14) weeks at the ordinary rate of pay from the date maternity leave commences. This leave may commence up to fourteen (14) weeks prior to the expected date of birth.

(ii) Paid maternity leave may be paid:

on a normal fortnightly basis; or

in advance in a lump sum; or

at the rate of half pay over a period of twenty-eight (28) weeks on a regular fortnightly basis.

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.

(iii) Should an employee return to duty during the period of paid maternity leave, such paid leave ceases from the date duties are resumed.

(c) Entitlements to Unpaid Maternity Leave

(i) An employee entitled to paid maternity leave is entitled to a further period of unpaid maternity leave of not more than twelve (12) months from the actual date of birth. The leave therefore does not extend beyond the child's first birthday.

(ii) Full time or permanent part time female employees who are not eligible for paid maternity leave are entitled to unpaid maternity leave of not more than 12 months.

(d) Applications for Maternity Leave

(i) An employee who intends to proceed on maternity leave should formally notify their Operations Manager/Operations Centre Manager (in writing) of such intention as early as possible however, not less than eight (8) weeks prior to the commencement of leave. This notice must include a statement of:

(1) The intention to proceed on maternity leave;

(2) The expected date of birth certified by a medical practitioner;

- (3) The period of leave to be taken;
- (4) The date on which maternity leave is to commence;
- (5) A Statutory Declaration stating any period of parental leave sought or taken by the employee's spouse. This declaration must also state that the applicant is the child's primary caregiver for the period of leave sought.
- (6) The entitlement to maternity leave is reduced by any period of parental leave taken by the employee's spouse. Apart from parental leave of one (1) week at the time of birth, maternity leave is not to be taken concurrently with parental leave except as otherwise provided at subclause (a)(i) of Part D of this clause.

(e) Applications for Further Maternity Leave

- (i) Where an employee becomes pregnant whilst on maternity leave a further period of maternity leave shall be granted. If an employee enters on the second period of maternity leave during the currency of the initial period of maternity leave, then any residual maternity leave from the initial entitlement ceases.
- (ii) An employee who commences a subsequent period of maternity leave while on unpaid maternity leave under subclause (c)(i) of Part A of this clause or subclause (a)(ii) of Part D of this clause is entitled to be paid at their normal rate (ie the rate at which they were paid before proceeding on maternity leave).
- (iii) An employee who commences a subsequent period of maternity leave during the first 12 months of a return to duty on a part time basis as provided under subclause (a)(iii) of Part D of this clause is entitled to be paid at their substantive full time rate for the subsequent period of maternity leave.
- (iv) An employee who commences a subsequent period of maternity leave more than 12 months after returning to duty on a part time basis under subclause (a)(iii) of Part D of this clause, will be entitled to paid maternity leave for the subsequent period of maternity leave at their part time rate.

(f) Variations of Maternity Leave

After commencing maternity leave, an employee may vary the period of her maternity leave -

- (i) once without the consent of the Service, but with a minimum of fourteen (14) days notice in writing; and
- (ii) otherwise with the consent of the Service, with a minimum of fourteen (14) days notice in writing.

However, more advanced notice is encouraged, especially for uniformed staff because of roster arrangements.

(g) Staffing Provisions

In accordance with obligations established by the *Industrial Relations Act 1996* (Section 69) any person who occupies the position of an employee on maternity leave must be informed that the employee has the right to return to her former position. Additionally, since an employee has the right to vary the period of her maternity leave; offers of temporary employment should be in writing, stating clearly the temporary nature of the contract of employment. The duration of employment should be also set down clearly; to a fixed date or until the employee elects to return to duty, whichever occurs first.

- (h) Effect of Maternity Leave on Accrual of Leave, Increments, etc
- (i) Unpaid maternity leave does not count as service for the purposes of accruing sick leave (unless the period of unpaid leave is less than one month, although it is unlikely that unpaid maternity leave would be for such a lesser period), annual leave (unless the period of unpaid maternity leave is less than 28 calendar days) or long service leave (unless the employee has completed ten years service and the period of unpaid maternity leave is less than six months).
  - (ii) Unpaid maternity leave is not to be counted as service for determining incremental progression. Periods of maternity leave at full pay and at half pay are to be regarded as service for incremental progression on a pro-rata basis. Notwithstanding the foregoing, increments based on age must be paid on attainment of the appropriate age.
  - (iii) During a period of unpaid maternity leave the employee will not be required to meet the employer's superannuation liability. The employee will, however, be required to make any necessary arrangements for their own contributions.
  - (iv) When the employee has resumed duties, any period of full pay leave is counted in full for the accrual of annual 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 leave.
  - (v) Except in the case of employees who have completed ten (10) years service the period of maternity leave without pay does not count as service for long service leave purposes. Where the employee has completed ten (10) years service, the period of maternity leave without pay shall count as service provided such leave does not exceed six (6) months.
  - (vi) Where public holidays occur during the period of paid maternity leave, payment is at the rate of maternity leave received, ie. public holidays occurring in a period of full pay maternity leave are paid at full rate and those occurring during a period of half pay leave are paid at half rate.
- (i) Illness Associated with Pregnancy
- (i) 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 any sick leave without pay.
  - (ii) Where an employee is entitled to paid maternity leave but, because of illness or injury, is on workers' compensation, sick, annual, long service leave, or sick leave without pay prior to the birth, such leave will cease nine (9) weeks prior to the expected date of birth. The employee will then commence on maternity leave with the normal provisions applying.
- (j) Effect of Premature Birth on Payment of Maternity Leave
- An employee who gives birth prematurely prior to proceeding on maternity leave, shall be treated as being on maternity leave from the date she enters on leave to give birth to the child.
- (k) Stillbirth
- In the case of a stillbirth, (as classified by the Registry of Births, Deaths and Marriages) an employee may elect to take sick leave or maternity leave, subject to production of a medical certificate. She may resume duty at any time provided she produces a doctor's certificate as to her fitness.

(l) Miscarriage

In the event of a miscarriage, any absence from work is to be covered by the current sick leave provisions.

(m) Fitness to Continue Working During Pregnancy and Alternative Work

(i) Whilst an employee may commence maternity leave up to fourteen (14) weeks, prior to the expected date of birth, this is not compulsory. However, if an employee decides to continue working prior to taking maternity leave, she must be able to satisfactorily perform her normal duties.

(ii) Where, because of an illness or risk associated with her pregnancy, an employee cannot carry out the duties of her position, an employer is obligated, as far as practicable, to provide alternative employment in some other position that she is able to satisfactorily perform, until maternity leave commences. 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.

(iii) Pregnant Ambulance Officers and Patient Transport Officers may take up their entitlement to alternative duties at any time during their pregnancy if their medical condition determines they are unable to carry out normal duties.

(n) Medical Certificate Requirement

In the case of Ambulance Officers and Patient Transport Officers a medical certificate must be provided at 24 weeks gestation to their supervisor, confirming fitness and ability to continue working in normal duties.

(o) Right to Return to Previous Position

(i) An employee who returns to work after maternity leave has a right to return to her former position.

(ii) 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 to which the employee is capable and/or qualified.

(p) Portability of Service for Paid Maternity Leave

When determining an employee's eligibility for paid maternity leave, continuous service with an organisation that is part of the public sector service as defined in the *Public Sector Employment and Management Act 2002* will be recognised, provided that:

service was on a full time or permanent part time (as specified) basis;

cessation of service with the former employer was not by reason of dismissal on any ground, except retrenchment or reduction of work;

the employee commences duty with the new employer on the next working day after ceasing employment with the former employer. (There may be a break in service of up to 2 months before commencing duty with the new employer, provided that the new position was secured before ceasing duty with the former employer. However, such a break in service will not be counted as service for the purpose of calculating any prior service prerequisite for paid maternity leave.)

Portability of service for paid maternity leave involves the recognition of service in public sector organisations for the purpose of determining an employee's eligibility to receive paid maternity leave. For example, where an employee moves between a Public Service



Department and a public hospital, previous continuous service will be counted towards the service prerequisite for paid maternity leave.

B. Adoption Leave

(a) Eligibility for Adoption Leave

- (i) All full time and permanent part time employees who are adopting a child and are to be the primary care giver of the child are entitled to unpaid adoption leave .
- (ii) Employees who are adopting a child and are to be the primary care giver of the child are entitled to paid adoption leave as follows:

Full time employees

Employees who, prior to the date of taking custody of the child, have completed 40 weeks continuous service (of not less than 31.25 hours per week) are eligible for paid adoption leave.

Permanent part-time employees

Permanent part-time employees are employees engaged in a permanent part-time basis as defined by their Award. These employees are entitled to pro-rata paid adoption leave after forty (40) weeks continuous service.

- (iii) An employee who has once met conditions for paid adoption leave will not be required to again work the forty (40) weeks continuous service in order to qualify for a further period of paid adoption leave, unless:
  - (1) there has been a break in service where the employee has been re-employed or re-appointed after 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 forty (40) weeks. In this context, leave without pay does not include sick leave without pay, maternity leave without pay, or leave without pay associated with an illness or injury compensable under workers' compensation legislation.

(b) Entitlements

(i) Paid Adoption Leave

Eligible employees are entitled to fourteen (14) weeks at the ordinary rate of pay. This leave may commence from the date of taking custody of the child.

Paid adoption leave may be paid:

on a normal fortnightly basis; or

in advance in a lump sum; or

at the rate of half pay over a period of twenty-eight (28) weeks on a regular fortnightly basis.

Annual and/or long service leave credits can be combined with periods of adoption leave at half pay to enable an employee to remain on full pay for that period.

## (ii) Unpaid Adoption Leave

Eligible employees are entitled to unpaid adoption leave as follows:

where the child is under the age of 12 months - a period of not more than 12 months from the date of taking custody;

where the child is over the age of 12 months and under 18 years old - a period of up to 12 months, such period to be agreed upon by both the employee and the employer.

## (c) Applications for Adoption Leave

(i) 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 the employer as early as practicable of the intention to take adoption leave, normally 8 weeks prior. This will allow arrangements associated with the adoption leave to be made.

(ii) A statement must also be provided from the adoption agency or appropriate body/government authority confirming that the applicant/ employee is to have custody and the expected date of placement of the child.

## (d) Applications for Further Adoption Leave

Same provisions as maternity leave.

## (e) Variations of Adoption Leave

Same provisions as maternity leave.

## (f) Staffing Provisions

Same provisions as maternity leave.

## (g) Effect of Adoption Leave on Accrual of Leave, Increments, etc

Same provisions as maternity leave.

## (h) Right to Return to Previous Position

Same provisions as maternity leave.

## (i) Portability of Service for Paid Adoption Leave

Same provisions as maternity leave.

## C. Parental Leave

## (a) Eligibility for Parental Leave

## (i) Full time employees

Employees who, prior to the expected date of birth or to the date of taking custody of the child, have completed 40 weeks continuous service (of not less than 31.25 hours per week) are eligible for parental leave.

(ii) Permanent part-time employees

Permanent part-time employees are employees engaged in a permanent part-time basis as defined by their Award. These employees are entitled to pro-rata paid parental leave after forty (40) weeks continuous service.

(iii) An employee who has once met conditions for parental leave will not be required to again work the forty (40) weeks continuous service in order to qualify for a further period of parental leave, unless:

- (1) there has been a break in service where the employee has been re-employed or re-appointed after 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 forty (40) weeks. In this context, leave without pay does not include sick leave without pay, maternity leave without pay, or leave without pay associated with an illness or injury compensable under workers' compensation legislation.

(b) Entitlements

Eligible employees whose spouse or partner (including a same sex partner) is pregnant or is taking custody of a child, are entitled to a period of leave not exceeding 52 weeks, which includes one week of paid leave, and may be taken as follows:

(i) An unbroken period of up to one week at the time of the birth of the child, taking custody of the child or other termination of the pregnancy (short parental leave).

(ii) The entitlement of one week's paid leave may be taken at anytime within the 52 week period and shall be paid:

at the employees ordinary rate of pay for a period not exceeding one week on full pay, or

two weeks at half pay or the period of parental leave taken, whichever is the lesser period.

(iii) A further unbroken period of unpaid parental leave not exceeding 52 weeks when added to short parental leave in order to be the primary caregiver of the child (extended parental leave).

(iv) Extended parental leave cannot be taken at the same time as the employee's spouse or partner is on maternity or adoption leave, except as otherwise provided at subclause (a)(i) of Part D of this clause.

Annual and/or long service leave credits can be combined with periods of parental leave at half pay to enable an employee to remain on full pay for that period.

(c) Applications for Parental Leave

(i) An employee who intends to proceed on parental leave should formally notify their employer of such intention as early as possible, so that arrangements associated with their absence can be made.

(ii) The employee should give written notice of the intention to take the leave, at least four weeks before proceeding on leave, and should detail the dates on which they propose to start and end the period of leave. It is recognised in situations of taking custody of a child, little or no notice may be provided to the employee. In such an instance, the employee should notify the employer as early as practicable.

(iii) The employee must, before the start of leave, provide a certificate from a medical practitioner confirming that their spouse or partner is pregnant and the expected date of birth, or in the case of an adoption, an official form or notification on taking custody of the child.

(iv) In the case of extended parental leave, the employee must, before the start of leave, provide a statutory declaration by the employee stating:

if applicable, the period of any maternity leave sought or taken by his spouse, and

that they are seeking the period of extended parental leave to become the primary caregiver of the child.

(d) Variations of Parental Leave

Same provisions as maternity leave.

(e) Staffing Provisions

Same provisions as maternity leave.

(f) Effect of Parental Leave on Accrual of Leave, Increments, etc.

Same provisions as maternity leave.

(g) Right to Return to Previous Position

Same provisions as maternity leave.

(h) Portability of Service for Paid Parental Leave

Same provisions as maternity leave.

#### D. Right to Request

(a) An employee entitled to maternity, adoption or parental leave may request the employer to allow the employee:

(i) to extend the period of simultaneous parental leave use up to a maximum of eight weeks;

(ii) to extend the period of unpaid maternity, adoption or extended parental leave for a further continuous period of leave not exceeding 12 months;

(iii) 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 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) The employee's request and the employer's decision made under subclauses (a)(ii) and (iii) of this Part must be recorded in writing.

- (d) Where an employee wishes to make a request under subclause (a)(iii) of this Part:
  - (i) the employee is to make an application for leave without pay to reduce their full time weekly hours of work;
  - (ii) such application must be made as early as possible to enable the employer to make suitable staffing arrangements. At least four weeks notice must be given;
  - (iii) salary and other conditions of employment are to be adjusted on a basis proportionate to the employee's full time hours, that is for long service leave the period of service is to be converted to the full time equivalent and accredited accordingly.

#### E. Communication During 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 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 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 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 leave to be taken, whether the employee intends to request to return to work on a part time basis.
- (c) The employee shall also notify the employer of changes of address or other contact details which might affect the employer's capacity to comply with subclause (a) of this Part.

### 33. Study Leave

Employees shall be granted study leave on such terms and conditions prescribed by the Service's Instructional Circular 96/4.

### 34. Trade Union Leave

Employees shall be granted trade union leave on such terms and conditions prescribed by the Department's Policy Directive 2006\_097.

### 35. 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.

### 36. 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) Sick leave hours will be deducted at a rate equal to the length of the shift for which the employee was rostered ie sick leave hours will be deducted for the equivalent number of ordinary hours that would otherwise have been worked.
  - (iii) 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.
  - (iv) 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) 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.
- (c) 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.
- (d) 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.
- (e) 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.
- (f) 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.

## Section 6 - Miscellaneous

### 37. Uniforms

- (a)
- (i) The Service shall provide each new employee with sufficient, suitable and serviceable uniforms.
  - (ii) The Service will provide uniforms in accordance with its Uniform Policy. Any change to the policy will be the subject of consultation.
  - (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.
  - (c) Employees required to wear a uniform shall be paid a laundry allowance as prescribed in item 13 of Table 2 C of Section 8 Monetary Rates.

### **38. 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 paragraph (i) and (ii) of subclause (d) of clause 23, Employees On Call, shall not apply.

Employees shall be given relief from duty 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 Paramedics.

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 2C - Allowances of Part B, Monetary Rates.
- (c) Rental for all other employees will be subject to such terms and conditions prescribed by the Department's Policy Directive 2005\_089.
- (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.

### **39. 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, 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

### **40. Union Subscriptions**

The Service agrees, subject to prior written authorisation by the employee, to deduct Union Subscriptions from the pay of the authorising employee.

#### 41. 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.

#### Section 7 - Award Parameters

#### 42. 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 (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:
- (i) Immediately before the issue arose; or
  - (ii) 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.

#### 43. Anti-Discrimination

- (a) 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.
- (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.

#### NOTES -

- (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 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."

#### 44. 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.

#### 45. 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 MacDonald River and Yengo (or Boree) Creek, thence by the MacDonald 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.

#### 46. Leave Reserved & No Extra Claims

This new Award recognises all work value and special case claims up to its commencement date, excepting for the following matters where leave is reserved to the parties to make application in respect of:

- (a) The outcome of the extended care paramedic trial;
- (b) The Award arrangements for Operations Centres, including a new Award, classification structures, rates of pay and conditions of employment;
- (c) The operation of sub-clauses 22(a) and 22(b) in respect of the seven day period of notice for the posting of rosters and the seven day period of notice for subsequently altering such rosters; and
- (d) Review of allowance for undertaking a paid crib break away from Station.

No additional claims can be pursued to the Award during the life of the 2008 Memorandum of Understanding between the Department and the Union, which ceases on 30 June 2009, excepting those consistent with Clauses 5 and 6 of that Memorandum. Following the expiry of the Memorandum on 30 June 2009, the parties are accordingly entitled to pursue variations to salaries, salary related allowances and conditions of employment for 1 July 2009 onwards, which may include instituting proceedings before the Commission if the parties are unable to achieve agreement.

#### 47. Area, Incidence and Duration

- (a) This Award rescinds and replaces the Operational Ambulance Officers (State) Award published 16 June 2006 (359 I.G. 948) 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 the first pay period commencing on or after 12 September 2008 and shall remain in force for a period of three years.

### Section 8 - Monetary Rates

#### Table 1A - Wages

Prior to 13 September 2008

Classification	Rate from 1.7.2007 4% \$	Rate from 25.9.2007 Interim \$	Rate from 1.7.2008 2.5% (MOU) \$
<b>PATIENT TRANSPORT OFFICER</b>			
Trainee & Year 1	722.00	722.00	740.10
Year 2	754.30	754.30	773.20
<b>AMBULANCE OFFICER</b>			
Trainee & Year 1	792.20	823.90	844.50
<b>Grade 1</b>			
Year 1	814.60	847.20	868.40
Year 2	830.20	863.40	885.00
<b>Grade 2</b>			
Year 1	852.80	886.90	909.10
Year 2	869.00	903.80	926.40
Year 3	883.50	918.80	941.80
Year 4	899.60	935.60	959.00
Year 5	916.30	953.00	976.80
Year 6	931.10	968.30	992.50
Year 7	947.40	985.30	1,009.90
<b>STATION OFFICER</b>			
Grade 1	1,002.00	1042.10	1,068.20
Grade 2	1,019.10	1059.90	1,086.40
<b>DISTRICT OFFICER</b>	1,052.70	1094.80	1,122.20
<b>AMBULANCE TECHNICAL EDUCATOR</b>			
Year 1	1,067.10	1109.80	1,137.60
Year 2	1,103.20	1147.30	1,176.00
Year 3	1,147.00	1192.90	1,222.70
Year 4	1,188.80	1236.40	1,267.30
<b>AMBULANCE CLINICAL EDUCATOR</b>			
Year 1	1,345.80	1399.60	1,434.60
Year 2	1,395.80	1451.60	1,487.90
Year 3	1,446.60	1504.50	1,542.10
Year 4	1,496.90	1556.80	1,595.70

**Table 1B - Operations Centre Staff - Wages****Prior to 13 September 2008**

Classification	Rate from 1.7.2007 4% \$	Rate from 1.7.2008 2.5% (MOU) \$
AMBULANCE OPERATIONS CENTRE OFFICER Trainee and Year 1	855.50	876.90
Year 1	879.70	901.70
Year 2	896.80	919.20
AMBULANCE OFFICER (OPERATIONS CENTRE) Grade 1		
Year 1	879.70	901.70
Year 2	896.80	919.20
Grade 2		
Year 1	921.10	944.10
Year 2	938.60	962.10
Year 3	954.00	977.90
Year 4	971.50	995.80
Year 5	989.70	1,014.40
Year 6	1,005.80	1,031.00
Year 7	1,023.30	1,048.90
DUTY OPERATIONS CENTRE OFFICER, OPERATIONS CENTRE (DOCOOC)	1,168.60	1,197.80
SENIOR DUTY OPERATIONS CENTRE OFFICER, OPERATIONS CENTRE (SOCOOC)	1,204.30	1,234.40
STATION OFFICER, OPERATIONS CENTRE (SOOC) Grade 1	1,082.20	1,109.30
Grade 2	1,100.60	1,128.10
AEROMEDICAL OPERATIONS OFFICER	1,197.20	1,227.10

**Table 1C - Wages****After 13 September 2008**

Classification	Rate from 13.9.2008 Work Value/Special Case per week \$	Rate from 13.9.2008 (With 2.5% MOU) per week \$
Patient Transport Officer		
Year 1	736.50	754.90
Year 2	769.50	788.70
Trainee Paramedic	859.50	881.00
Paramedic Intern		
Year 1	883.80	905.90
Year 2	900.80	923.30
Paramedic		
Year 1	958.60	982.60
Year 2	1,027.90	1,053.60
Paramedic Specialist		
Year 1	1,104.90	1,132.50
Year 2	1,135.40	1,163.80
Year 3	1,169.50	1,198.70
Team Leader	1,227.98	1,258.70

Station Manager	1,274.80	1,306.70
District Manager	1,321.50	1,354.50
Clinical Training Officer	1,321.50	1,354.50
Clinical / Paramedic Educator		
Year 1	1,608.40	1,648.60
Year 2	1,717.60	1,760.50

**Table 1D - Operations Centre Staff - Wages  
After 13 September 2008**

Classification	Rate from 13.9.2008 Interim Work Value/Special Case per week \$	Rate from 13.9.2008 (With 2.5% MOU) per week \$
Ambulance Operations Centre - Non Paramedic		
Trainee	889.80	912.10
Year 1	914.90	937.80
Year 2	932.70	956.00
Ambulance Operations Centre Paramedic		
Year 1	992.20	1,017.00
Year 2	1,064.20	1,090.80
Ambulance Operations Centre Paramedic Specialist		
Year 1	1,089.40	1,116.60
Year 2	1,126.50	1,154.70
Year 3	1,161.50	1,190.50
Duty Operations Centre Officer	1,312.60	1,345.40
Senior Operations Centre Officer	1,349.80	1,383.60
Aeromedical Operations Centre Officer	1,342.30	1,375.90

**Table 2A - Allowances  
Prior to 13 September 2008**

Item No.	Clause No.	Brief Description	Rate from 1.7.2007 per week \$	Rate from 1.7.2008 (2.5% MOU) per week \$
1	5	Specialist Allowance	31.70	32.50
2	5	Paramedic Allowance	93.50	95.80
3	12	On-call Allowance (daily)	15.40	15.80
4	12	On-Call Allowance (weekly)	61.60	63.10
5	5	Advanced Life Support Allowance	65.50	67.10
6	5	Rescue (standby) Allowance	10.60	10.90
7	5	Ambulance Studies Certificate Allowance	18.60	19.10
8	23	* Living Away From Home Allowance	74.45	74.45
9	22	* Travelling Meal Allowance	13.25	23.60
10	13	* Overtime Meal Allowance	13.25	23.60
11	35	*Climatic and Isolation Allowance	4.30	4.30
12	35	*Climatic and Isolation Allowance	8.70	8.70

\* These rates move independently to award increases.

**Table 2B - Additional Allowances  
Uniformed Operations Centres Staff  
Prior to 13 September 2008**

Item No	Clause No.	Brief Description	Rate from 1.7.2007 per week \$	Rate from 1.7.2008 (2.5% MOU) per week \$
1	5	Operations Centre (standby) Allowance	17.00	17.40
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.)	67.70	69.40
3	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).	10.60	10.90

**Table 2C - Allowances  
After 13 September 2008**

Item No.	Clause No.	Brief Description	Rate from 13.9.2008 Value/Special Case per week \$	Rate from 13.9.2008 (With 2.5% MOU) per week \$
1	5	Specialist Allowance	34.40	35.30
2	5	Rescue (Standby) Allowance	11.80	12.20
3	23	On Call Allowance (per 24hrs)	16.70	17.10
4	23	On Call Allowance (per week)	66.80	68.50
5	5	Ambulance Studies Certificate Allowance (current recipients only)	20.20	20.70
6	13	Climatic and Isolation Allowance (a)*	4.30	4.30
7	13	Climatic and Isolation Allowance (b)*	8.70	8.70
8	15a	Travelling Meal Allowance*	23.60	23.60
9	15c(i)	Meal Away from Station Allowance*	23.60	23.60
10	15c(ii)	Crib Away From Station Allowance*	11.80	11.80
11	24	Overtime Meal Allowance*	23.60	23.60
12	16	Living Away from Home Allowance*	74.45	74.45
13	37	Laundry Allowance per week*	12.50	12.50

\* This is not subject to Award wages increases.

**Table 2D - Additional Allowances  
Uniformed Operations Centres Staff  
After 13 September 2008**

Item. No	Clause No.	Brief Description	Rate from 13.9.2008 Work Value/ Special Case \$	Rate from 13.9.2008 (with 2.5% MOU) per week \$
1	5	Operations Centre (standby) Allowance	17.70	18.10
2	5	Operations Centre Allowance (This Allowance is only applicable to Paramedics, Paramedic Specialists, Team Leaders, Station Managers and District Managers. Such an allowance is cumulative on other allowances paid to the employee at the time.)	70.40	72.20
3	5	Duty Operations Centre Officer-Air Ambulance (Transitional Allowance applicable only to officers employed as Air Ambulance Co-ordination Officers as at 6 February 1998).	11.00	11.30

### Section 9 - Transition Arrangements

The transition of employees into the 2008 classification structure effective from the first pay period commencing on or after 12 September 2008:

Prior September 2008	After September 2008
Patient Transport Officer	Patient Transport Officer
Trainee and Year 1	Year 1
Year 2	Year 2
Ambulance Officer Trainee & Year 1	Trainee Paramedic
Ambulance Officer Grade 1	Paramedic Intern
Year 1	Year 1
Year 2	Year 2
Ambulance Officer Grade 2	Paramedic
Year 1-3	Year 1
Year 4-7	Year 2
Ambulance Officer Grade 2 (with Advanced Life Support qual)	Paramedic Specialist Year 1
Ambulance Officer Grade 2 (with Intensive Care Paramedic qual.)	Paramedic Specialist
Year 2-3	Year 1
Year 4-5	Year 2
Year 6-7	Year 3
Station Officer Grade 1	Team Leader
Station Officer Grade 2	Station Manager
District Officer	District Manager
Clinical Training Officer	Clinical Training Officer
Ambulance Technical Educator	Clinical Training Officer
Clinical / Paramedic Educator	Clinical / Paramedic Educator
Grade 1	Grade 1
Grade 2	Grade 2
Ambulance Operations Centre - Non Paramedic Trainee	Ambulance Operations Centre - Non Paramedic Trainee

Year 1	Year 1
Year 2	Year 2
Ambulance Operations Centre Grade 2	Ambulance Operations Centre Paramedic
Year 1-3	Year 1
Year 4-7	Year 2
Ambulance Operations Centre Grade 2 (with Intensive Care Paramedic qual.)	Ambulance Operations Centre Paramedic Specialist
Year 2-3	Year 1
Year 4-5	Year 2
Year 6-7	Year 3
Duty Operations Centre Officer	Duty Operations Centre Officer
Senior Operations Centre Officer	Senior Operations Centre Officer
Aeromedical Operations Centre Officer	Aeromedical Operations Centre Officer

C.G. STAFF J

---

Printed by the authority of the Industrial Registrar.



(008)

SERIAL C7062

**OPERATIONAL AMBULANCE OFFICERS (STATE) AWARD**

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

Application by NSW Department of Health.

(No. IRC 193 of 2009)

Before The Honourable Justice Walton, Vice-President  
Mr Deputy President Grayson  
The Honourable Mr Justice Staff

18 February 2009

**VARIATION**

1. Delete clause 20A, Evaluation and Transition to New Roster Arrangements of the award made 2 October 2008, and insert in lieu thereof the following:

**20A. Evaluation and Transition to New Roster Arrangements****Sydney and Central Coast**

- (a) An evaluation and implementation program for new roster arrangements will be conducted under the auspices of the Industrial Relations Commission. Use of the existing rosters will not attract penalty payments, such as overtime, that may otherwise arise from the reduction in the maximum shift length prescribed in clause 20.
- (b) In developing the rosters, regard will be had to any pressing personal circumstances of employees, such as child care arrangements.

**Other than Sydney and Central Coast**

- (c) A transitional arrangement will apply in the stations not covered in (a) until new rosters are developed in consultation between employees, the Service and the Union. During the transitional arrangement the agreed existing rosters will continue to apply until new rosters are implemented. Where the shift length is 12 hours or more, officers will be entitled to two paid 30 minute crib breaks to be taken between the fourth and seventh hour and the eighth and eleventh hour unless otherwise agreed between the parties. Use of the existing rosters will not attract penalty payments, such as overtime, that may otherwise arise from the reduction in the maximum shift length prescribed in clause 20.
2. This variation shall take effect on and from 18 February 2009.

M. J. WALTON *J. Vice-President.*  
J. P. GRAYSON *D.P.*  
C. G. STAFF *J.*

---

Printed by the authority of the Industrial Registrar.

**PUBLIC HOSPITALS DENTAL ASSISTANTS (STATE) AWARD**

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

Application by Health Services Union, Industrial Organisation of Employees.

(No. IRC 1763 of 2008)

Before Commissioner Bishop

23 September 2008

**AWARD****PART A****1. Arrangement**

Clause No.	Subject Matter
1.	Arrangement
2.	Definitions
3.	Classifications
4.	Anti-Discrimination
5.	Conditions of Employment
6.	Rates of Pay
7.	No Extra Claims
8.	Area, Incidence and Duration

**2. Definitions**

"Union" means the Health Services Union

"Department" means the New South Wales Department of Health.

"Hospital" means a public hospital as defined under section 15 of the *Health Services Act 1997*.

"Area Health Service" means an Area Health Service constituted pursuant to section 17 of the *Health Services Act 1997*.

"Employee" means a person employed in any Hospital or Area Health Service in the classification of Junior Dental Assistant or Dental Assistant, Grade 1, 2 or 3.

"Service", unless the context otherwise indicates or requires, means relevant service before and/or after commencement of this award in any one or more New South Wales public health organisations or other organisations deemed acceptable by the Department.

**3. Classifications****3.1 Dental Assistant Grade 1**

- (a) A dental assistant grade 1 means a person appointed as such who has successfully completed a qualification in a relevant field recognised by the Dental Assistant Education Council of Australia or up to the level of Certificate III issued by a tertiary education institution or qualifications deemed by the Department to be equivalent.
- (b) Unqualified but experienced dental assistants can be employed as Dental Assistants Grade 1. Such employees commence and remain on level 1 year 1 until they obtain formal qualifications

through study or recognition of prior learning. The employee is responsible for obtaining formal qualifications in their own time and at their own expense.

### 3.2 Dental Assistant Grade 2

- (a) A dental assistant grade 2 means a person who is appointed to such a position and who has successfully completed a nationally recognised Dental Assisting Certificate course at Certificate Level IV or qualifications deemed by the Department to be equivalent.

### 3.3 Supervision Allowance

- (a) A dental assistant who, in addition to the normal range of duties, is required to supervise two or more dental assistants will be paid a supervision allowance. In order to be paid this allowance, the supervising dental assistant must be responsible for:
  - (i) A range of administrative tasks associated with clinical operations as required by the Health Service, and
  - (ii) The day to day supervision of staff including functions such as rostering, allocation of duties, conduct of or participation in performance reviews and input into management decisions.
- (b) The supervision allowance is to be paid as part of the employee's permanent salary, following a merit selection process. The rate of allowance paid is dependent upon the number of employees supervised and is contained in Schedule A to this award. If an employee is required to relieve for 5 days or more in the role of the supervisor, and performs all of the duties of the supervisor, then the supervision allowance will be paid to such employee.

### 3.4 Dental Assistant Level 3

- (a) Dental assistant grade 3 means a person who is appointed to such a position and who has a coordinating role across either a number of clinics in a Health Service or has the same level of responsibility in large teaching hospitals. The Level 3 dental assistant is a promotional position and is not eligible for a supervision allowance. Generally, if a level 3 dental assistant is responsible in one location, no other dental assistants in that clinic would be in receipt of a supervision allowance as prescribed in Clause 3.3 above.
- (b) The scope of grade 3 positions is Area-wide or a comparable level of responsibility in a large clinic. Positions which require employees to perform the duties outlined below, will be graded at level 3.
- (c) A level 3 dental assistant will be required to do most or all of the following duties:
  - (i) Perform the usual range of dental assistant duties when required.
  - (ii) Recruitment of dental assistants.
  - (iii) Manage trainee dental assistant programs.
  - (iv) Participate in sector or area wide committees such as infection control, education, and performance improvement.
  - (v) Manage/participate in conflict resolution where required.
  - (vi) Chair dental assistant forums and meetings.
  - (vii) Mentor other dental assistants in their role as supervisors, including performance management and review processes.

- (viii) Assist in managing safety issues.
- (ix) Manage the educational needs of dental assistants.
- (x) Manage staff relief across the sector/area.
- (xi) Prioritising of workload in conjunction with oral health practitioners.
- (xii) Co-ordinate and order all stock and consumables including:
  - liaison with external providers, and
  - being fully conversant with State contract processes.
- (xiii) Ensure the proper maintenance of equipment through:
  - training and monitoring of dental assistants in maintenance duties,
  - effecting minor repairs,
  - co-ordinate the repair services provided by external and internal providers, and
  - ensure contractual requirements of external providers are met.

#### 4. Anti-Discrimination

- (a) It is the intention of the parties bound by this award to seek to achieve the object in section 3 (f) of the *Industrial Relations Act 1996* to prevent and eliminate discrimination in the workplace. This includes discrimination on the grounds of race, sex, marital status, disability, homosexuality, transgender identity, age and responsibilities as a carer.
- (b) It follows that in fulfilling their obligations under the dispute resolution procedure prescribed by this award the parties have obligations to take all reasonable steps to ensure that the operation of the provisions of this award are not directly or indirectly discriminatory in their effects. It will be consistent with the fulfilment of these obligations for the parties to make application to vary any provision of the award which, by its terms or operation, has a direct or indirect discriminatory effect.
- (c) Under the *Anti-Discrimination Act 1977*, it is unlawful to victimise an employee because the employee has made or may make or has been involved in a complaint of unlawful discrimination or harassment.
- (d) Nothing in this clause is to be taken to affect:
  - (i) any conduct or act which is specifically exempted from anti-discrimination legislation;
  - (ii) offering or providing junior rates of pay to persons under 21 years of age;
  - (iii) any act or practice of a body established to propagate religion which is exempted under section 56(d) of the *Anti-Discrimination Act 1977*;
  - (iv) a party to this award from pursuing matters of unlawful discrimination in any State or federal jurisdiction.
- (e) This clause does not create legal rights or obligations in addition to those imposed upon the parties by the legislation referred to in this clause.

#### NOTES -

- (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 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.

#### **5. Conditions of Employment**

Conditions of Employment for employees shall be those prescribed in the Public Hospital (Professional and Associated Staff) Conditions of Employment (State) Award, subject to the preservation of accrued rights for employees transferred from the Public Service on 1 October 1986.

#### **6. Rates of Pay**

Salaries shall be in accordance with the rates contained in the Health Professional Medical Salaries (State) Award.

Previous service as a Dental Assistant is to be taken into account in determining the commencing salary on employment.

#### **7. No Extra Claims**

The parties to this award recognise that the award extinguishes all work value and special case claims up to the date of making of this award.

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

- (a) This Award rescinds and replaces the Public Hospitals Dental Assistants (State) Award published 10 March 2006 (357 I.G. 983) and all variations thereof.
- (b) This Award shall apply to persons employed in classifications contained herein employed in or in connection with the New South Wales Health Service as defined in section 16 of the *Health Services Act 1997*, or their successors, assignees or transmittes.
- (c) This Award takes effect from the first pay period commencing on or after 17 September 2008, and shall remain in force for a period of three years.

E. A. R. BISHOP, Commissioner

---

Printed by the authority of the Industrial Registrar.

**RURAL TRAINEESHIPS (STATE) AWARD**

## INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

Application by The Australian Workers' Union, New South Wales, Industrial Organisation of Employees.

(No. IRC 67 of 2009)

Before Commissioner Ritchie

20 February 2009

**VARIATION**

1. Delete subclauses (e), (f) and (g), of clause 9, Wages, of the award published 16 June 2000 (316. I.G. 605), and insert in lieu thereof the following:

- (e) Table 1 - Skill Level A

**Table 1 - Weekly Rates - Industry/Skill Level A**

Where the accredited training course and work performed are for the purpose of generating skills which have been defined for work at Skill Level A.

	Highest year of schooling completed		
	Year 10 \$	Year 11 \$	Year 12 \$
School Leaver	229.00	252.00	303.00
Plus 1 year out of school	252.00	303.00	352.00
Plus 2 years	303.00	352.00	410.00
Plus 3 years	352.00	410.00	469.00
Plus 4 years	410.00	469.00	469.00
Plus 5 years or more	469.00	469.00	469.00

The average proportion of time spent in Structured Training which has been taken into account in setting the above rates is 20 per cent.

**Table 2 - Weekly Rates - Industry/Skill Level B**

Where the accredited training course and work performed are for the purpose of generating skills which have been defined for work at Skill Level B.

	Highest year of schooling completed		
	Year 10 \$	Year 11 \$	Year 12 \$
School Leaver	229.00	252.00	293.00
Plus 1 year out of school	252.00	293.00	337.00
Plus 2 years	293.00	337.00	396.00
Plus 3 years	337.00	396.00	451.00
Plus 4 years	396.00	451.00	451.00
Plus 5 years or more	451.00	451.00	451.00

The average proportion of time spent in structured training which has been taken into account in setting the above rates is 20 per cent.

**Table 3 - Weekly Rates - Industry/Skill Level C**

Where the accredited training course and work performed are for the purpose of generating skills which have been defined for work at Skill Level C.

	Highest year of schooling completed		
	Year 10 \$	Year 11 \$	Year 12 \$
School Leaver	229.00	252.00	289.00
Plus 1 year out of school	252.00	289.00	325.00
Plus 2 years	289.00	325.00	363.00
Plus 3 years	325.00	363.00	406.00
Plus 4 years	363.00	406.00	406.00
Plus 5 years or more	406.00	406.00	406.00

The average proportion of time spent in structured training which has been taken into account in setting the above rates is 20 per cent.

(f) School-Based Traineeships

	Year of Schooling	
	Year 11 \$	Year 12 \$
School based Traineeships Skill Levels A, B and C	229.00	252.00

The average proportion of time spent in structured training which has been taken into account in setting the above rates is 20 per cent.

(g) The rates of pay in this award include the adjustments payable under the State Wage Case 2006. These adjustments may be offset against:

- (i) any equivalent overaward payments, and/or
- (ii) award wage increases since 29 May 1991 other than safety net, State Wage Case, and minimum rates adjustments.

2. Delete paragraph (ii), of subclause (h), of the said clause 9, and insert in lieu thereof the following:

(ii) Wage Rates for Certificate IV Traineeships

- (a) Trainees undertaking an AQF IV traineeship shall receive the relevant weekly wage rate for AQF III trainees at Industry/Skill Levels A, B, or C as applicable with the addition of 3.8 per cent of that wage rate.
- (b) An adult trainee who is undertaking a traineeship for an AQF IV qualification shall receive the following weekly wage as applicable based on the allocation of AQF III qualifications:

Industry/Skill Level	First Year of Traineeship \$	Second Year of Traineeship \$
Industry/Skill Level A	487.00	506.00
Industry/Skill Level B	468.00	486.00
Industry/Skill Level C	421.00	437.00

3. Delete Tables 1 and 2 of subclause (b), of clause 10, Part Time Traineeships, and insert in lieu thereof the following:

**Table 1 - Hourly Rates for Trainees who Have Left School**

Skill Level A	Year 10 \$	Year 11 \$	Year 12 \$
School leaver	7.53	8.29	9.97
Plus 1 year after leaving school	8.29	9.97	11.58
Plus 2 years	9.97	11.58	13.49
Plus 3 years	11.58	13.49	15.43
Plus 4 years	13.49	15.43	15.43
Plus 5 years or more	15.43	15.43	15.43
<b>Skill Level B</b>			
School leaver	7.53	8.29	9.64
Plus 1 year after leaving school	8.29	9.64	11.09
Plus 2 years	9.64	11.09	13.03
Plus 3 years	11.09	13.03	14.84
Plus 4 years	13.03	14.84	14.84
Plus 5 years or more	14.84	14.84	14.84
<b>Skill Level C</b>			
School leaver	7.53	8.29	9.51
Plus 1 year after leaving school	8.29	9.51	10.69
Plus 2 years	9.51	10.69	11.94
Plus 3 years	10.69	11.94	13.36
Plus 4 years	11.94	13.36	13.36
Plus 5 years or more	13.36	13.36	13.36

**Table 2 - Hourly Rates for School-Based Traineeships**

	Year of Schooling	
	Year 11 \$	Year 12 \$
Skills levels A, B and C	7.53	8.29
20% loading	9.04	9.95

4. This variation shall take effect from the first full pay period to commence on or after 20 February 2009.

D.W. RITCHIE, Commissioner

Printed by the authority of the Industrial Registrar.



**RURAL TRAINEESHIPS (STATE) AWARD**

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

Application by The Australian Workers' Union, New South Wales, Industrial Organisation of Employees.

(No. IRC 67 of 2009)

Before Commissioner Ritchie

20 February 2009

**VARIATION**

1. Delete subclauses (e), (f) and (g), of clause 9, Wages, of the award published 16 June 2000 (316. I.G. 605), and insert in lieu thereof the following:

- (e) Table 1 - Skill Level A

**Table 1 - Weekly Rates - Industry/Skill Level A**

Where the accredited training course and work performed are for the purpose of generating skills which have been defined for work at Skill Level A.

	Highest year of schooling completed		
	Year 10 \$	Year 11 \$	Year 12 \$
School Leaver	237.00	261.00	313.00
Plus 1 year out of school	261.00	313.00	364.00
Plus 2 years	313.00	364.00	424.00
Plus 3 years	364.00	424.00	485.00
Plus 4 years	424.00	485.00	485.00
Plus 5 years or more	485.00	485.00	485.00

The average proportion of time spent in Structured Training which has been taken into account in setting the above rates is 20 per cent.

**Table 2 - Weekly Rates - Industry/Skill Level B**

Where the accredited training course and work performed are for the purpose of generating skills which have been defined for work at Skill Level B.

	Highest year of schooling completed		
	Year 10 \$	Year 11 \$	Year 12 \$
School Leaver	237.00	261.00	303.00
Plus 1 year out of school	261.00	303.00	349.00
Plus 2 years	303.00	349.00	410.00
Plus 3 years	349.00	410.00	467.00
Plus 4 years	410.00	467.00	467.00
Plus 5 years or more	467.00	467.00	467.00

The average proportion of time spent in structured training which has been taken into account in setting the above rates is 20 per cent.

**Table 3 - Weekly Rates - Industry/Skill Level C**

Where the accredited training course and work performed are for the purpose of generating skills which have been defined for work at Skill Level C.

	Highest year of schooling completed		
	Year 10 \$	Year 11 \$	Year 12 \$
School Leaver	237.00	261.00	300.00
Plus 1 year out of school	261.00	300.00	338.00
Plus 2 years	300.00	338.00	377.00
Plus 3 years	338.00	377.00	422.00
Plus 4 years	377.00	422.00	422.00
Plus 5 years or more	422.00	422.00	422.00

The average proportion of time spent in structured training which has been taken into account in setting the above rates is 20 per cent.

(f) School-Based Traineeships

	Year of Schooling	
	Year 11 \$	Year 12 \$
School based Traineeships Skill Levels A, B and C	237.00	261.00

The average proportion of time spent in structured training which has been taken into account in setting the above rates is 20 per cent.

(g) The rates of pay in this award include the adjustments payable under the State Wage Case 2007. These adjustments may be offset against:

- (i) any equivalent overaward payments, and/or
- (ii) award wage increases since 29 May 1991 other than safety net, State Wage Case, and minimum rates adjustments.

2. Delete paragraph (ii), of subclause (h), of the said clause 9, and insert in lieu thereof the following:

(ii) Wage Rates for Certificate IV Traineeships

- (a) Trainees undertaking an AQF IV traineeship shall receive the relevant weekly wage rate for AQF III trainees at Industry/Skill Levels A, B, or C as applicable with the addition of 3.8 per cent of that wage rate.
- (b) An adult trainee who is undertaking a traineeship for an AQF IV qualification shall receive the following weekly wage as applicable based on the allocation of AQF III qualifications:

Industry/Skill Level	First Year of Traineeship \$	Second Year of Traineeship \$
Industry/Skill Level A	503.00	522.00
Industry/Skill Level B	485.00	503.00
Industry/Skill Level C	438.00	455.00

3. Delete Tables 1 and 2 of subclause (b), of clause 10, Part Time Traineeships, and insert in lieu thereof the following:

**Table 1 - Hourly Rates for Trainees who Have Left School**

Skill Level A	Year 10 \$	Year 11 \$	Year 12 \$
School leaver	7.80	8.59	10.30
Plus 1 year after leaving school	8.59	10.30	11.97
Plus 2 years	10.30	11.97	13.95
Plus 3 years	11.97	13.95	15.95
Plus 4 years	13.95	15.95	15.95
Plus 5 years or more	15.95	15.95	15.95
<b>Skill Level B</b>			
School leaver	7.80	8.59	9.97
Plus 1 year after leaving school	8.59	9.97	11.48
Plus 2 years	9.97	11.48	13.49
Plus 3 years	11.48	13.49	15.36
Plus 4 years	13.49	15.36	15.36
Plus 5 years or more	15.36	15.36	15.36
<b>Skill Level C</b>			
School leaver	7.80	8.59	9.87
Plus 1 year after leaving school	8.59	9.87	11.12
Plus 2 years	9.87	11.12	12.40
Plus 3 years	11.12	12.40	13.88
Plus 4 years	12.40	13.88	13.88
Plus 5 years or more	13.88	13.88	13.88

**Table 2 - Hourly Rates for School-Based Traineeships**

	Year of Schooling	
	Year 11 \$	Year 12 \$
Skills levels A, B and C	7.80	8.59
20% loading	9.36	10.31

4. This variation shall take effect from the first full pay period to commence on or after 20 August 2009.

D.W. RITCHIE, Commissioner

**RURAL TRAINEESHIPS (STATE) AWARD**

## INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

Application by The Australian Workers' Union, New South Wales, Industrial Organisation of Employees.

(No. IRC 67 of 2009)

Before Commissioner Ritchie

20 February 2009

**VARIATION**

1. Delete subclauses (e), (f) and (g), of clause 9, Wages, of the award published 16 June 2000 (316. I.G. 605), and insert in lieu thereof the following:

- (e) Table 1 - Skill Level A

**Table 1 - Weekly Rates - Industry/Skill Level A**

Where the accredited training course and work performed are for the purpose of generating skills which have been defined for work at Skill Level A.

	Highest year of schooling completed		
	Year 10 \$	Year 11 \$	Year 12 \$
School Leaver	246.00	271.00	326.00
Plus 1 year out of school	271.00	326.00	379.00
Plus 2 years	326.00	379.00	441.00
Plus 3 years	379.00	441.00	504.00
Plus 4 years	441.00	504.00	504.00
Plus 5 years or more	504.00	504.00	504.00

The average proportion of time spent in Structured Training which has been taken into account in setting the above rates is 20 per cent.

**Table 2 - Weekly Rates - Industry/Skill Level B**

Where the accredited training course and work performed are for the purpose of generating skills which have been defined for work at Skill Level B.

	Highest year of schooling completed		
	Year 10 \$	Year 11 \$	Year 12 \$
School Leaver	246.00	271.00	315.00
Plus 1 year out of school	271.00	315.00	363.00
Plus 2 years	315.00	363.00	426.00
Plus 3 years	363.00	426.00	486.00
Plus 4 years	426.00	486.00	486.00
Plus 5 years or more	486.00	486.00	486.00

The average proportion of time spent in structured training which has been taken into account in setting the above rates is 20 per cent.

**Table 3 - Weekly Rates - Industry/Skill Level C**

Where the accredited training course and work performed are for the purpose of generating skills which have been defined for work at Skill Level C.

	Highest year of schooling completed		
	Year 10 \$	Year 11 \$	Year 12 \$
School Leaver	246.00	271.00	312.00
Plus 1 year out of school	271.00	312.00	352.00
Plus 2 years	312.00	352.00	392.00
Plus 3 years	352.00	392.00	439.00
Plus 4 years	392.00	439.00	439.00
Plus 5 years or more	439.00	439.00	439.00

The average proportion of time spent in structured training which has been taken into account in setting the above rates is 20 per cent.

(f) School-Based Traineeships

	Year of Schooling	
	Year 11 \$	Year 12 \$
School based Traineeships Skill Levels A, B and C	246.00	271.00

The average proportion of time spent in structured training which has been taken into account in setting the above rates is 20 per cent.

(g) The rates of pay in this award include the adjustments payable under the State Wage Case 2008. These adjustments may be offset against:

- (i) any equivalent overaward payments, and/or
- (ii) award wage increases since 29 May 1991 other than safety net, State Wage Case, and minimum rates adjustments.

2. Delete paragraph (ii), of subclause (h), of the said clause 9, and insert in lieu thereof the following:

(ii) Wage Rates for Certificate IV Traineeships

- (a) Trainees undertaking an AQF IV traineeship shall receive the relevant weekly wage rate for AQF III trainees at Industry/Skill Levels A, B, or C as applicable with the addition of 3.8 per cent of that wage rate.
- (b) An adult trainee who is undertaking a traineeship for an AQF IV qualification shall receive the following weekly wage as applicable based on the allocation of AQF III qualifications:

Industry/Skill Level	First Year of Traineeship \$	Second Year of Traineeship \$
Industry/Skill Level A	523.00	543.00
Industry/Skill Level B	504.00	523.00
Industry/Skill Level C	456.00	473.00

3. Delete Tables 1 and 2 of subclause (b), of clause 10, Part Time Traineeships, and insert in lieu thereof the following:

**Table 1 - Hourly Rates for Trainees who Have Left School**

Skill Level A	Year 10 \$	Year 11 \$	Year 12 \$
School leaver	8.09	8.91	10.72
Plus 1 year after leaving school	8.91	10.72	12.47
Plus 2 years	10.72	12.47	14.51
Plus 3 years	12.47	14.51	16.58
Plus 4 years	14.51	16.58	16.58
Plus 5 years or more	16.58	16.58	16.58
<b>Skill Level B</b>			
School leaver	8.09	8.91	10.36
Plus 1 year after leaving school	8.91	10.36	11.94
Plus 2 years	10.36	11.94	14.01
Plus 3 years	11.94	14.01	15.99
Plus 4 years	14.01	15.99	15.99
Plus 5 years or more	15.99	15.99	15.99
<b>Skill Level C</b>			
School leaver	8.09	8.91	10.26
Plus 1 year after leaving school	8.91	10.26	11.58
Plus 2 years	10.26	11.58	12.89
Plus 3 years	11.58	12.89	14.44
Plus 4 years	12.89	14.44	14.44
Plus 5 years or more	14.44	14.44	14.44

**Table 2 - Hourly Rates for School-Based Traineeships**

	Year of Schooling	
	Year 11 \$	Year 12 \$
Skills levels A, B and C	8.09	8.91
20% loading	9.71	10.69

4. This variation shall take effect from the first full pay period to commence on or after 20 February 2010.

D.W. RITCHIE, Commissioner

Printed by the authority of the Industrial Registrar.

## SYDNEY OLYMPIC PARK AQUATIC, ATHLETICS AND ARCHERY CENTRES (STATE) AWARD 2008

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

Application by Sydney Olympic Park Authority.

(No. IRC 505 of 2009)

Before Mr Deputy President Sams

21 April 2009

### VARIATION

1. Delete clause 5, Classification Levels, of the award published 28 November 2008 (366 I.G. 1387) and insert in lieu thereof the following:

#### 5. Classification Levels

- 5.1 Classifications (Skill/Definitions) for full-time and part-time employees:

##### 5.1.1 Level I

Means an employee with no qualifications and who performs duties of a routine nature, requiring the use of minimum judgement and supervision.

Employees at this level may include the initial recruit who may have limited relevant experience.

- (a) An employee at this level will be able to:

Communicate with the public in a courteous and tactful manner.

- (b) Indicative of some of the tasks which an employee at this level may perform are:

Exercises basic keyboard skills;

General Attendant/Cashier duties which includes basic clerical, office assistance, kiosk duties involving customer turnover and cash handling, taking of bookings and tickets and general assistance in the day-to-day activities of the operation;

Maintains simple records;

Assists with administration of the Swim School Program;

Is directly employed as Car Park Attendant, Usher or Door Attendant who is engaged in a non-security capacity;

Receives, despatches, distributes, sorts, checks, documents, orders and records of goods and/or materials;

Is employed as a General Hand;

Assists in basic food preparation. Assists in taking orders, and maintaining cleanliness of customer space and service areas. Serves basic foods and beverages.

Undertakes duties peripheral and ancillary to the above as required.

- (c) Progression to Level II will be dependent upon availability of position and successful application.

#### 5.1.2 Level II

Means an employee who has undertaken structured training recognised by the industry as relevant and appropriate to perform work within the scope of this level.

- (a) An employee at this level:

Assists with the provision of on-the-job training to a limited degree;

Conducts individual or group activities/programs/sessions/tours, under supervision, only after commencing a recognised course or undergoing accredited training;

Exercises intermediate keyboard skills with instructions;

Works in a team environment under routine supervision;

Where appropriate, holds and maintains life saving and first aid qualifications recognised as being appropriate for the safe and effective conduct of duties involving public and employee health and safety;

Works from instructions or procedures;

Has an understanding of general office procedures;

Co-ordinates duties under the direction of a Level III employee;

Provides general supervision of and assistance to Level I employees; and

Is capable of and may perform Level 1 duties.

- (b) Indicative of some of the tasks which an employee at this level may perform:

Takes classes and directs leisure activities;

Supervises public swimming;

Attends to health and safety of the public;

Sells programs/tickets and gives change;

Co-ordinates events and bookings;

Undertakes receptionist duties;

Undertakes office administrative duties;

Attends to equipment and displays eg. pool attendant;

Safeguards individuals e.g. child care attendants;

Undertakes cooking duties associated with basic foods eg snacks and grills. Takes orders, and maintains cleanliness of customer space and service areas. Serves foods and beverages.

- (c) Progression to Level III will be dependent upon availability of position and successful application.



### 5.1.3 Level III

Means an employee who has completed structured training recognised by the industry as relevant and appropriate to perform work within the scope of this level.

(a) An employee at this level:

Assists in the provision of on-the-job training where applicable;

Exercises discretion within one's own level of skill and training;

Takes responsibility for the quality of one's work (subject to routine supervision);

Exercises good keyboard skills and knowledge of office procedures/equipment/systems;  
and

Is capable of and may perform the Level II and level I duties.

(b) Indicative of some of the tasks which an employee at this level may perform:

Is employed as a Gym Exercise Specialist;

Co-ordinates Swim School, Customer Services, Tours and Health and Fitness Activities;

Maintains machinery, plant and technical equipment;

Undertakes secretarial duties;

In the absence of line supervisors, acts in an appropriate way to supervise the work areas to ensure delivery of services;

Undertakes general cooking duties and assists with specialist cooking duties. Performs higher level waiting and customer service duties.

(c) Progression to Level IV will be dependent upon availability of position and successful application.

### 5.1.4 Level IV

Means an employee who is subject to broad guidance or direction and would report to more senior staff as required.

An employee at this level would have worked or studied in a relevant field and/or have specialist knowledge, qualifications and experience sufficient to enable them to advise on a range of activities and features and contribute, as required, to the determination of objectives, within their delegated area of supervision.

(a) An employee at this level:

Takes responsibility for ensuring the quality of their own work and exercises initiative, discretion and judgement at times in the performance of their duties;

Is directly responsible to the appropriate manager for the section or area of operation;

Assists with the management of the section or area of operation;

Has the delegated responsibility for the work under their control or supervision in terms of, inter alia, allocation of duties, co-ordinating work flows, checking progress, quality of

work and resolving problems, as well as counselling staff for performance and work related problems where required;

Trains employees at Level III, II and I as required;

Is capable of and may perform the Level III, Level II and Level I duties.

- (b) Indicative of some of the tasks which an employee at this level may perform:

Supervises Pool Attendants;

Supervises Athletic Centre employee;

Supervises Aquatic Centre employees;

Supervises Archery Centre Employees

Supervises administrative and accounting operations;

Supervises information technology;

Supervises daily activities and operation of health and fitness activities;

Supervises maintenance employees;

Supervises café and concessions staff and operations

Undertakes specialist and higher level/more complex cooking duties, and provides specialist input and advice into menu content and function operations.

## 5.2 Classifications (Skill/Definitions) for casual employees:

### 5.2.1 Casual Level A

Means an employee with no qualifications who performs duties of a routine nature, requiring the use of minimum judgement and supervision.

Employees at this level may include the initial recruit who may have limited relevant experience.

- (a) An employee at this level will be able to:

Communicate with the public in a courteous and tactful manner.

- (b) Indicative of some of the tasks which an employee at this level may perform are:

Is employed as a Car Park Attendant;

Is employed as a Tour Guide;

Undertakes clerical duties including exercising basic keyboard skills, office assistance and maintenance of simple records;

Assists with the administration of the Swim School programme;

Receives, despatches, distributes, sorts, checks, documents, orders and records goods and/or materials;

Is employed as General Hand;

Assists in basic food preparation. Assists in taking orders, and maintaining cleanliness of customer space and service areas. Serves basic foods and beverages.

Duties peripheral and ancillary to the above as required.

#### 5.2.2 Casual Level B

Means an employee who has undertaken structured training recognised by the industry as relevant and appropriate to perform work within the scope of this level.

(a) An employee at this level:

Assists with the provision of on-the-job training to a limited degree;

Conducts individual or group activities/programs/sessions under supervision, only after commencing a recognised course or undergoing accredited training;

Exercises intermediate keyboard skills with instructions;

Works in a team environment under routine supervision;

Where appropriate holds and maintains life saving and first aid qualifications recognised as being appropriate for the safe and effective conduct of duties involving public and employee health and safety;

Works from instructions or procedures;

Has an understanding of general office procedures;

Co-ordinates duties under the direction of a Level III employee;

Provides general supervision and assistance of Level A employees; and

Is capable of and may perform duties of a Level A - casual employee.

(b) Indicative of some of the tasks which an employee at this level may perform:

Is employed as a cashier involved in kiosk duties including customer turnover and cash handling, taking of bookings and tickets and assists generally in the day-to-day activities of the operation;

Takes classes and directs leisure activities;

Supervises public swimming;

Attends to health and safety of the public;

Sells programmes/tickets and gives change;

Co-ordinates events and bookings;

Undertakes receptionist duties;

Undertakes office administrative duties;

Attends to equipment and displays eg., pool attendant, athletic track Attendants; archery attendant.

Safeguards individuals e.g. child care attendants.

Undertakes cooking duties associated with basic foods eg snacks and grills. Takes orders, and maintains cleanliness of customer space and service areas. Serves foods and beverages.

### 5.2.3 Casual Level C

Means an employee who has completed structured training recognised by the industry as relevant and appropriate to perform work within the scope of this level.

(a) An employee at this level:

Assists in the provision of on-the-job training where applicable;

Exercises discretion within one's own level of skill and training;

Takes responsibility for the quality of one's work (subject to routine supervision);

Exercises good keyboard skills and knowledge of office procedures/equipment/systems;

Is capable of and may perform Level A and Level B duties.

(b) Indicative of some of the tasks which an employee at this level may perform:

Is employed as Gym Exercise Specialist;

Is employed as Head Coach;

Undertakes general cooking duties and assists with specialist cooking duties. Performs higher level waiting and customer service duties.

In the Absence of Line Supervisors, Acts in an Appropriate Way to Supervise the Work Areas to Ensure Delivery of Services.

2. This variation shall take effect from 21 April 2009, and remain in force for a period of three years

P. J. SAMS *D.P.*

---

Printed by the authority of the Industrial Registrar.

(1211)

**SERIAL C7058**

## **TEACHERS (CATHOLIC EARLY CHILDHOOD SERVICE CENTRES AND PRE-SCHOOLS) (STATE) AWARD 2009**

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

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

(No. IRC 2278 of 2008)

Before The Honourable Justice Walton, Vice-President

1 April 2009

### **AWARD**

#### **Arrangement**

#### **PART A**

Clause No.	Subject Matter
1.	Title
2.	Definitions
3.	Salaries
4.	Payment on Termination and Salary Adjustment for Teachers Employed in Pre-School
5.	Shift and Penalty Loadings for Teachers Employed in ECS Centres
6.	Director's and Authorised Supervisor's Allowance
7.	Annual Leave for Teachers Employed in an ECS Centre
8.	Annual Holiday Loading for Teachers Employed in ECS Centres
9.	Annual Holiday Loading for Teachers Employed in a Pre-School
10.	Sick Leave
11.	Catholic Personal/Carer's Leave
12.	Other Leave
13.	Hours of Work for Teachers Employed in an ECS Centre
14.	Overtime and Time in Lieu - ECS Centres
15.	Miscellaneous
16.	Anti-Discrimination
17.	Union Representatives
18.	Terms of Engagement and Information to be Provided to Teachers
19.	Redundancy
20.	Disputes and Grievance Procedures
21.	Savings Clause
22.	Superannuation
23.	Enterprise Consultation
24.	Labour Flexibility
25.	Area, Incidence and Duration

**PART B****MONETARY RATES**

Table	Subject Matter
1.	Rates of Pay For Teachers Employed in an Early Childhood Service Centre
2.	Rates of Pay For Teachers Employed in a Pre-School
3.	Director's Allowances
4.	Other Rates and Allowances
5.	Authorised Supervisor's Allowance (Clause 6.3(i))
6.	Authorised Supervisor's Allowance (Clause 6.3(ii))

**PART C****REDUNDANCY****PART A****1. Title**

This award shall be known as the Teachers (Catholic Early Childhood Service Centres and Pre Schools) (State) Award 2009.

**2. Definitions**

For the purposes of this award, except for subclause (c) of this clause and Clause 6, Director's and Authorised Supervisor's Allowance, hereof, all reference to teachers in this award shall include Director, and:

- (a) "Teacher" means any person employed as such in an ECS Centre as defined in subclause (d) of this clause, or a Pre-School as defined in subclause (e) of this clause holding Early Childhood qualifications as defined in subclauses (p), (q), (r) and (s) of this clause.
- (i) "Full-time Teacher" means any teacher other than a casual, temporary, or part-time teacher.
- (ii) "Part-time Teacher" means any teacher who is engaged to work regularly at an ECS Centre or at a Pre-School and not more than 0.8 of the normal hours which a full-time teacher at the Centre is required to work provided that a part-time teacher may work up to 0.9 of the normal hours of a full-time teacher if he or she is entitled to a preparation session equivalent to 0.1 of a teacher's normal hours. Provided further that a part-time teacher employed as at 31 January 1990 shall not be required by that employer to work in excess of 0.8 of the normal hours of a full-time teacher.
- (iii) "Temporary Teacher" means a teacher employed to work full-time or part-time for a specified period which is not more than a full ECS Centre or Pre-School year but not less than 20 days. Provided that a teacher may be employed for a specific period in excess of a full year but not more than two full years where such a teacher is replacing a teacher who is on leave for a specified period in excess of a full year.
- (iv) "Casual Teacher" means a teacher engaged as required by an employer for up to 20 working days in any one period of employment. Provided that the period may be extended as required by the employer if the employer has been notified that the permanent teacher will be absent beyond the 20-day period.
- (b) "Centre Year" means the number of weeks for which a particular ECS Centre or Pre-School is open over the course of a calendar year.
- (c) "Director" means the teacher who is responsible for the day to day operation of the Early Childhood Services Centre as defined in subclause (d) of this clause or Pre-School as defined in subclause (e) of

this clause, holding Early Childhood qualifications as defined in subclauses (p), (q), (r), and (s) of this clause.

(d) "Early Childhood Services (ECS) Centre" means an establishment which provides child care and/or educational development programmes and/or services for children under school age and shall include early intervention services, long day care centres and multi-purpose centres. It shall not include a Recognised School or Pre-School. For the purposes of this clause:

(i) "Early Intervention Services" means individual programmes for developmentally delayed or disabled children, or children at risk of being developmentally delayed or disabled, aged 0-6 years, aimed at providing assistance to the child and its family in the areas of physical, emotional, social and educational needs;

NOTATION:

Where the hours and conditions of work of a teacher employed in an Early Intervention Service approximate those hours and conditions of a teacher employed in a recognised Pre-School, such conditions and hours shall apply to that teacher.

(ii) "Long Day Care Centre" means a child care establishment, which usually provides services over a period of approximately eight hours or more each day for approximately 48 weeks or more during the year;

(iii) "Multi-Purpose Centre" means a child care establishment, which usually provides the services of a long day care centre, together with the services of a full-day care centre and/or a sessional care centre.

(e) "Pre-School" means a kindergarten, day school or nursery school and shall include:

(i) "A Full Day Care Centre" which means a child care establishment which does not operate on a sessional basis, but which usually operates during hours and terms, which approximate those of a recognised school.

(ii) "A Sessional Care Centre" which means a child care establishment which operates on the basis of morning and/or afternoon sessions and which usually operates during hours and terms, which approximate those of a recognised school.

(f) "Unit" means a group or class of children, which does not at any one time exceed 25 children, but which need not necessarily consist of the same children at all times.

(g) "Shift" shall mean a daily period of work in an ECS Centre and shall be either:

(i) "afternoon shift" which means any shift finishing after 6.30pm and at or before midnight; or

(ii) "night shift" which 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; or

(iii) "early morning shift" which shall mean any shift commencing at or after 5.00am and before 6.30am; or

(iv) "night shift, non-rotating" which shall mean any shift system in which night shifts are worked which do not rotate or alternate with another shift so as to give the teacher at least one third of his or her working time off night shift in each roster cycle.

(h) "Infants Department" means Kindergarten, Grades 1 and 2 in a recognised school.

(i) "Recognised School" means a school registered under the provisions of the Education Act.

- (j) "Recognised Teacher Training Institution" means an Australian College of Advanced Education, Australian Teachers College or Australian Institute of Education recognised by the Tertiary Education Commission or its successor.
- (k) "Recognised Higher Education Authority" 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 Tertiary Education Commission or its successor.
- (l) "Graduate" means a teacher who holds a degree from a Recognised University or Higher Education Authority.
- (m) "Equivalent Qualifications or Equivalent Course" means a qualification or course as the case may be which the employer and the employee agree as being equivalent to the qualification or course prescribed by the clause in question in this award, or accepted as equivalent by the National Office of Overseas Skills Recognition of the Australian Department of Employment Education and Training.
- (n) "Two Years Trained Teacher" means:
- (i) A teacher who has satisfactorily completed a two years full-time course of study in Early Childhood Education at a Recognised Higher Education Institution; or
  - (ii) A teacher who was employed as a Two Years Trained Teacher as at 1 February 1991; or
  - (iii) A teacher who has acquired other equivalent qualifications.
  - (iv) A teacher who is employed in a Pre-School as defined in subclause (e) of this clause, who is not otherwise classified as a Three Years Trained Teacher or a Four Years Trained Teacher shall for the purposes of salary be paid as a Two Years Trained Teacher.
- (o) "Three Years Trained Teacher" means:
- (i) A teacher who has satisfactorily completed a Three Years full-time course of study in Early Childhood Education at a Recognised Higher Education Institution; or
  - (ii) A teacher who was employed as a Three Years Trained Teacher as at 1 January 1985; or
  - (iii) A teacher who has acquired other equivalent qualifications.
- (p) "Four Years Trained Teacher" means:
- (i) A teacher who is a graduate holding B.Ed (Early Childhood) (four years full-time course); or
  - (ii) A teacher who is a graduate and who holds a Diploma in Early Childhood Education from a recognised Higher Education Institution; or
  - (iii) A teacher who was employed as a Four Years Trained Teacher as at 1 January 1985; or
  - (iv) A teacher who has acquired other equivalent qualifications.
- (q) "All Other Teachers" means a teacher employed in an ECS Centre as defined in subclause (d) of this clause whose qualifications and experience in Early Childhood Education do not qualify that teacher for classification as a Two Years, Three Years or Four Years Trained Teacher.
- (r) "Union" means the New South Wales Independent Education Union.
- (s) "Authorised Supervisor" means a teacher who is appointed as Authorised Supervisor under the *Children and Young Persons (Care and Protection) Act 1998* or its replacement, that is, as the person who is authorised under the Act to have the overall supervision of the provision of the child care service to which it relates and who is not appointed as a Director.



### 3. Salaries

3.1 The minimum fortnightly salary payable to full-time teachers shall, subject to the other provisions of this award, be calculated by dividing the rates as set out in Table 1, Rates of Pay for Teachers Employed in an ECS Centre, of Part B, Monetary Rates and Table 2, Rates of Pay for Teachers employed in a Pre-School, of the said Part B, by 26.07.

(a) All Other Teachers

A person who is classified as a teacher on this scale employed in an ECS Centre shall complete three years of service on Step 1 of the scale before progressing to Step 2 of the scale, and shall progress according to normal years of service thereafter.

(b) Two Years Trained Teachers Employed in an Early Childhood Service Centre

(i) A Two Years Trained Teacher who is employed in an ECS Centre shall commence on Step 1 of the scale and progress according to normal years of service to Step 8 of the scale. A Two Years Trained Teacher who, without satisfying additional academic requirements, completes three years of service on the rate prescribed for Step 8 of the scale shall progress to Step 9 of the scale.

(ii) A Two Years Trained Teacher who, by further study satisfactorily completes the equivalent of one third of a degree course in Early Childhood Studies, shall be paid an additional increment with retention of normal incremental date and shall thereafter progress in accordance with normal years of service to Step 9 of the scale.

(c) Two Years Trained Teachers Employed in a Pre-School

(i) A Two Years Trained Teacher who is employed in a Pre-School shall commence on Step 1 of the scale and progress according to normal years of service to Step 10 of the scale.

(ii) A Two Years Trained Teacher who, by further study satisfactorily completes the equivalent of one third of a degree course, shall be paid an additional increment with retention of normal incremental date and shall thereafter progress according to normal years of service to Step 10 of the scale.

(d) Three Years Trained Teachers

(i) A Three Years Trained Teacher shall commence on Step 1 of the scale and progress according to normal years of service to Step 11 of the scale.

(e) Four Years Trained Teachers

A Four Years Trained Teacher shall commence on Step 1 of the scale and progress according to normal years of service to Step 9 of the scale.

3.2 Part-Time and Temporary Teachers

(a) 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 teacher's normal working hours bear to the hours which a full-time teacher at that ECS Centre or Pre-School is normally required to work. For the purpose of this calculation, the normal working hours of a full-time teacher shall be not greater than 38 hours per week (see clause 13, Hours of Work for Teachers Employed in an ECS Centre) for a teacher employed at an ECS Centre.

(b) The days of attendance of a part-time teacher may be varied at the commencement of each calendar year or by mutual agreement between the employer and the employee, with four weeks notice in an ECS Centre or four teaching term weeks notice in a Pre-School. The normal hours

for the purpose of this subclause shall not be varied without agreement. Agreement will not be unreasonably withheld.

- (c) A temporary full-time teacher shall be paid at the same rate as that prescribed for a full-time teacher with the corresponding classification.

### 3.3 Casual Teachers

- (a) The salary payable to a casual teacher employed in an ECS Centre shall be a daily, half daily, or quarter daily rate, plus 20 per cent of such rate, which shall be calculated as follows:

- (i) The appropriate rate prescribed by Table 1 of Part B, Monetary Rates, in accordance with years of full-time service, shall be divided by 26.07 to provide a fortnightly rate; provided that the maximum rate shall be as follows:

All Other Teachers	Third Step
Two Years Trained	Fourth Step
Three Years Trained	Fourth Step
Four Years Trained	Fourth Step

- (ii) The fortnightly rate thus obtained shall then be divided by:

10, to obtain a daily rate of pay, or

20, to obtain a half daily rate of pay, or

40, to obtain a quarter daily rate of pay,

and the amount thus obtained shall then be increased by 20 per cent of such amount.

- (iii) The amount obtained by the operation of subparagraphs (i) and (ii) of this paragraph is exclusive of the pro rata payment to which the teacher is entitled under the *Annual Holidays Act 1944*.

- (b)

- (i) The salary payable to a casual employee employed in a Pre-School shall be the appropriate rate prescribed by Table 2 of Part B, Monetary Rates, in accordance with years of full-time service, divided by 816 in the case of a quarter day payment, or 408 in the case of half day payment, or 204 in the case of daily payment; provided that the maximum rate payable shall be as follows:

Two Years Trained	Fourth Step
Three Years Trained	Fourth Step
Four Years Trained	Fourth Step

- (ii) The said rates include the pro-rata payment in respect of annual holidays, to which the teacher is entitled in accordance with the *Annual Holidays Act 1944*.

### 3.4 Travelling Expenses

- (a) Where a teacher is required to use his or her vehicle in connection with the teacher's employment other than for journeys between home and place of employment, the teacher shall be paid an allowance as set out in Item 1 of Table 4, Other Rates and Allowances, 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.

### 3.5 Calculation of Service

- (a) For the purpose of this clause, any teacher if required by the employer to do so, shall upon engagement establish to the satisfaction of the employer, the length of his or her teaching service in any Pre-School, Early Childhood Services Centre (ECS), Multi-Purpose Centre or in early childhood education services for children up to 8 years of age, or in the Infants Department of Schools registered or certified under the appropriate legislation in other States or Territories of the Commonwealth of Australia, and that period so established shall be taken to be the length of such service for the purpose of that employment.
- (b) For the purpose of this clause, a period of service other than service within paragraph (a) of this subclause, shall be counted as service in accordance with the following principles:
  - (i) A period of service as a lecturer in early childhood education or child development, as a child development officer, or as a Family Day Care Co-ordinator or equivalent shall be recognised as service;
  - (ii) A period of service as a carer in the child care industry, including service as a Family Day Care carer (as recognised under State Government Regulations), a Child Care Certificate worker or equivalent shall be recognised as service at the rate of one increment for each complete three years so engaged to a maximum of four increments.
- (c) For the purpose of calculating service:
  - (i) Any employment as a full-time employee (including employment as a temporary full-time employee) as referred to in paragraphs (a) and (b) of this subclause shall be counted as service.
  - (ii) The amount of service of a part-time teacher (including a temporary part-time teacher) shall be calculated by reference to the ratio which the number of hours taught by the teacher in any year bears to the normal number of hours worked by a full-time teacher at that ECS Centre or Pre-School in the same year; provided that a period of part-time service in terms of paragraph (b) of this subclause shall count as service in the proportion that the part-time employment bore to full-time employment in that occupation.
  - (iii) The amount of service of a casual teacher employed in an ECS Centre shall be calculated by reference to the ratio which the number of days (or equivalent) worked by the teacher in any year bears to the normal number of days worked by a full-time teacher at that ECS Centre in the same year; provided that only casual service performed in the preceding four years shall be included in determining incremental progression.
  - (iv) Casual teachers employed in a Pre-School shall be entitled to normal incremental progression for each total of 204 full days of service or its equivalent; provided that only service performed in the preceding four years shall be included in determining incremental progression.
  - (v) Provided also that the salary incremental date of any teacher who has taken leave without pay may be altered by adding the period of such leave without pay to the salary incremental date applicable to that teacher prior to the leave without pay.

### 3.6 Re-Classification

The transfer to a higher salary scale of a teacher who has completed a course of training which makes the teacher eligible to be so transferred and the progression of such teacher through the salary steps on that higher salary scale shall be effected as follows:

- (a) A teacher seeking such transfer shall make application in writing to the employer and shall attach to such application documentary evidence establishing that he or she 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 him or her eligible to be so transferred.

- (b) Where an application is made under paragraph (a) of this subclause, which establishes that a teacher is eligible to be transferred to a higher salary scale, such transfer shall take effect:
- (i) From the beginning of the first pay period to commence on or after the date of completion of formal course requirements. Provided that the application for transfer is received by the employer no later than four months after the conferral of the diploma, degree or equivalent recognition of the completion of such course of training, or no later than the first Pre-School day of the Pre-School term following the conferral of the diploma, degree or equivalent recognition of the completion of such course of training; or
- (ii) Where the application for transfer is not received by the employer within the time specified in subparagraph (i), from the beginning of the first pay period to commence on or after the date on which the employer receives such application.
- (c) A teacher who has completed a course of training entitling the teacher to transfer to a higher salary scale pursuant to this subclause shall, for the purpose of advancing through the steps on the higher salary scale to which the teacher has been so transferred, retain the teacher's normal salary incremental date.

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

- (d) A teacher shall be transferred to the higher salary scale on the following basis:
- (i) A Two, Three or Four Years Trained Teacher shall be transferred to the salary step on the higher salary scale which shall be determined by the teacher's years of service on the lower scale.
- (ii) A teacher employed in an ECS Centre classified on the All Other Teachers scale shall be transferred to the salary step on the new salary scale, which shall be determined as follows:
- (1) A teacher classified on the 1st or 2nd incremental step on the old scale shall be transferred to the 1st step on the new scale.
- (2) A teacher classified on the 3rd or 4th incremental step on the old scale shall be transferred to the 2nd step on the new scale.
- (3) A teacher classified on the 5th incremental step on the old scale shall be transferred to the 3rd step on the new scale.
- (e) The transfer to a higher salary scale of a teacher who has acquired a qualification (other than the completion of a course of training) which makes the teacher eligible to be so transferred, and the progression of such teacher through the steps on that higher salary scale shall be effected in accordance with the provisions of paragraphs (a), (b), (c) and (d) of this subclause.

### 3.7 Payment of Any Monies

- (a) The salary payable to any teacher (other than a casual teacher) pursuant to this clause, shall be payable fortnightly or half monthly by either cash, cheque or Electronic Funds Transfer into an account nominated by the employee.
- (b) Where the pay day for a half-monthly pay period falls on a Saturday, Sunday or public holiday, salaries shall be paid on the day not being a Saturday, Sunday or public holiday immediately preceding the said pay day.

### 3.8 Overpayments

Where excess payments are made in circumstances which were not apparent or could not reasonably have been expected to be detected by the teacher, the relevant parties shall seek agreement on the matter of the overpayment including, when necessary and appropriate, discussion between the New South Wales Independent Education Union and relevant employer representatives.

### 4. Payment on Termination and Salary Adjustment for Teachers Employed in a Pre-School

#### 4.1 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.

#### 4.2 The provisions of this clause shall apply where:

- (a) a teacher's employment ceases;
- (b) a teacher commences employment after the Pre-School service date; or
- (c) where a teacher takes approved leave without pay;

and payments shall be made to such teachers by application of the formula prescribed by subclause 4.3 of this clause and, if relevant, by application of the provisions of subclauses 4.5 and 4.6 of this clause in combination.

#### 4.3 Calculation of Payments

- (a) Payments made pursuant to this clause shall be calculated in accordance with the following formula:

$$P = \frac{s \times c}{b} - d$$

Where:

- P is the payment due.
  - s is the total salary paid in respect of term weeks, or part thereof, since the anniversary of employment (or date of employment in circumstances where a teacher has been employed by the Pre-School for less than one year).
  - b is the number of term weeks, or part thereof, in the year.
  - c is the number of non-term weeks, or part thereof, in the year.
  - d is the salary paid in respect of non-term weeks, or part thereof, that have occurred since the anniversary of employment (or date of employment in circumstances where a teacher has been employed by the Pre-School for less than one year).
- (b) For the purpose of this clause:
    - (i) "Pre-school Service Date" means the usual commencement date of employment at a Pre-School for teachers who are to commence teaching on the first day of the first term.
    - (ii) "Teacher" means any teacher other than a casual teacher.

#### 4.4 Termination of Employment

A teacher shall be entitled on termination of employment to a payment calculated in accordance with this clause.

#### 4.5 Teachers Who Commence Employment After the Pre-School Service Date

Where a teacher commenced employment after the Pre-School Service Date in any Pre-School year and such employment is to continue into the next Pre-School year:

- (a) the teacher shall be paid at the conclusion of Term IV in the first calendar year of employment in accordance with this clause;
- (b) the anniversary of employment for the purposes of the calculation of payments under this clause shall in each succeeding year of employment be the Pre-School Service Date;
- (c) any period for which the teacher has not been paid by the operation of this subclause 4.4 of this clause shall be deemed to be leave without pay, and no salary or other payment other than payment under this clause shall be made.

#### 4.6 Teachers Who Take Approved Leave Without Pay

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

- (a) If the leave without pay commences and concludes in the same Pre-School year:
  - (i) subject to subparagraph (ii) of this paragraph, the payment shall be calculated and made at the conclusion of Term IV of that Pre-School year, and
  - (ii) if the leave without pay commences on the day following the last teaching day of a term and concludes on the day preceding the first teaching day of a term in the same year, a payment shall be calculated and made:
    - (A) at the commencement of the leave in respect of that year, and
    - (B) at the end of Term IV in accordance with paragraph (c) of this subclause.
- (b) If the leave without pay is to conclude in a Pre-School year following the Pre-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 Pre-School year in which the leave commences, and
  - (ii) at the end of Term IV in the Pre-School year in which the leave concludes a payment shall be calculated and made in respect of that Pre-School year.
- (c) The payment to be made to a teacher at the conclusion of Term IV of a Pre-School year:
  - (i) pursuant to section (B) of subparagraph (ii) of paragraph (a) of this subclause 4.6,
  - (ii) or in circumstances where, with the agreement of the employer, a teacher who has been paid pursuant to subparagraph (i) of paragraph (b) of this subclause returns from leave during the Pre-School year in which the leave commenced, shall be determined by:
    - (A) applying the formula in subclause 4.3 of this clause as if no payment had been made to the teacher pursuant to section (A) of subparagraph (ii) of paragraph (a) of this subclause or subparagraph (i) of paragraph (b) of this subclause; and

- (B) deducting from that amount the amount paid to the teacher pursuant to section (A) of subparagraph (ii) of paragraph (a) of this subclause or subparagraph (i) of paragraph (b) of this subclause.
- (d) Notwithstanding the provisions of paragraph (a) of subclause 4.1 of the clause, 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.

### 5. Shift and Penalty Loadings for Teachers Employed in ECS Centres

5.1 For the purposes of calculating only the loadings provided for in this subclause:

- (a) a weekly rate of pay shall be obtained by dividing the teacher's annual salary, including all applicable allowances, by 52.14;
- (b) a daily rate of pay shall be obtained by dividing the weekly rate as provided for in paragraph (a) of this subclause, by 5.

Provided that the rate of pay for a casual teacher shall be first calculated according to subclause 3.3 of clause 3, Salaries

5.2 In addition to the annual rate of salary and applicable allowances provided for in this award, a loading shall be payable to teachers required to perform shift work, which is in accordance with the following rates:

	Percentage of weekly or daily rate of pay
(a) early morning shift	10
(b) afternoon shift	15
(c) night shift, rotating with day or afternoon shift	17.5
(d) night shift, non-rotating	30

### 6. Director's and Authorised Supervisor's Allowance

6.1 Teachers appointed as Directors shall be paid, in addition to the amounts payable pursuant to Clause 3 of this award, an allowance in accordance with Table 3 of Part B, Monetary Rates for Director's Allowance for teachers.

6.2 Any teacher required by the employer to act as Director for at least ten consecutive working days shall be paid for so doing at the rate prescribed for that position.

Provided that a teacher shall not be required to carry out such duties in an acting capacity for more than a full year except that a teacher may be required to carry out such duties for up to two full years where such a teacher is replacing a Director who is on leave for a specified period in excess of a full year.

6.3 A full time teacher who is an Authorised Supervisor as defined in clause 2, Definitions, shall be paid an allowance as set out below and shall be advised by the employer on appointment which allowance is to apply:

- (i) Where the licensee is involved in the operation of the service for an average of 20 hours or more per week or an average of 80 hours or more in a four week period and a Director is not employed, the Authorised Supervisor shall be paid, in addition to the amounts payable pursuant to clause 3, Salaries on a fortnightly basis an allowance by dividing the per annum rates set out in Table 5 - Authorised Supervisor's Allowance of Part B, Monetary Rates, by 26.07.
- (ii) Where the licensee is involved in the operation of the service for an average of less than 20 hours per week or an average of less than 80 hours over a four week period and a Director is not employed, the Authorised Supervisor shall be paid, in addition to the amounts payable pursuant

to clause 3, Salaries on a fortnightly basis an allowance by dividing the per annum rates as set out in Table 6 - Authorised 's Allowance of Part B, Monetary Rates, by 26.07.

- (iii) Where a Director is employed and is not the Authorised Supervisor, the Authorised Supervisor shall be paid in addition to the amounts payable pursuant to clause 3, Salaries on a fortnightly basis an allowance calculated by dividing the per annum rates set out in the applicable Table 5 - Authorised Supervisor's Allowance.

Provided that a teacher appointed as an Authorised Supervisor who is not in receipt of the Directors Allowance, shall not be responsible for the day-to-day operation and management of the Early Childhood Services Centre.

- 6.4 Where a licensee proposes to change his/her hours of attendance which would result in a change in the entitlement of the allowance set out in Table 5 or 6 Authorised Supervisor's Allowance of Part B, Monetary Rates four weeks written notice will be given.
- 6.5 A part-time teacher who is appointed as an Authorised Supervisor, as defined in clause 2, Definitions of this Award, shall be paid, in addition to the amounts payable pursuant to clause 3, Salaries of this Award, an allowance in accordance with Table 5 or 6 - Authorised Supervisor's Allowance on a proportionate basis to the hours they work.
- 6.6 Any teacher required by the employer to act as Authorised Supervisor for at least ten consecutive working days shall be paid for so doing at the rate prescribed for that position.

Provided that a teacher shall not be required to carry out such duties in an acting capacity for more than a full year except that a teacher may be required to carry out such duties for up to two full years where such a teacher is replacing a Authorised Supervisor who is on leave for a specified period in excess of a full year.

It is not intended that Directors shall be displaced by the appointment of an Authorised Supervisor as a result of the operation of this clause.

#### **7. Annual Leave for Teachers Employed in an ECS Centre**

- 7.1 An employee, on completion of twelve months' continuous service, shall be entitled to a minimum of four weeks leave of absence on full pay.
- 7.2 See *Annual Holidays Act 1944*.

#### **8. Annual Holiday Loading for Teachers Employed in ECS Centres**

- 8.1 Subject to subclause 8.6 of this clause, where a teacher other than a casual teacher, 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.
- 8.2 The loading shall be payable in addition to the pay payable to the teacher for the period of the annual holiday.
- 8.3 The loading shall be calculated 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 the teacher's employment.
- 8.4 The loading shall be the amount payable for the period specified in subclause 8.3 of this clause at the rate of 17.5 per cent of the weekly equivalent of the teacher's annual salary.
- 8.5 For the purpose of this clause, "salary" shall mean the salary payable to the teacher at the first day of the month in which the loading is payable together with, where applicable, the allowances prescribed by subclause 6.1 of clause 6, Director's and Authorised Supervisor's Allowance, but not including any other allowances or amount otherwise payable in addition to salary.



- 8.6 This clause extends to a teacher 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 teacher 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 teacher in lieu of the loading.
- 8.7 Where the employment of a teacher is terminated and at the time of the termination the teacher has not been given and has not taken the whole of an annual holiday to which the teacher became entitled, the teacher shall be paid a loading calculated in accordance with subclause 8.4 of this clause for the period not taken.

### **9. Annual Holiday Loading for Teachers Employed in a Pre-School**

- 9.1 Subject to subclause 9.6 of this clause, where a teacher other than a casual teacher, is given and takes his or her annual holiday commencing at the beginning of the Pre-School summer vacation each year he or she shall be paid an annual holiday loading calculated in accordance with this clause.
- 9.2 The loading shall be payable in addition to the pay payable to the teacher for the period of the Pre-School vacation.
- 9.3 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 the teacher's employment; or where relevant
  - (b) the period of annual leave calculated under subclause 9.6 of this clause.
- 9.4 The loading shall be the amount payable for the period specified in subclause 9.3 or 9.6 of this clause at the rate of 17.5 per cent of the weekly equivalent of the teacher's annual salary.
- 9.5 For the purpose of this clause, "salary" shall mean the salary payable to the teacher at first day of December of the year in which the loading is payable together with, where applicable, the allowances prescribed by subclause 6.1 of clause 6, Director's and Authorised Supervisor's Allowance, but not including any other allowances or amount otherwise payable in addition to salary.

Provided that:

Where subclause 9.6 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 clause 4, Payment on Termination and Salary Adjustment for Teachers Employed in a Pre-School.

- 9.6 Where a teacher receives a payment pursuant to clause 4, of this award, including the case where a teacher's employment is terminated during the Pre-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 Pre-School year as is equal to the fraction which the number of Pre-School weeks worked by him or her in that year bears to the number of weeks he or she would be normally required by the employer to work in a full Pre-School year.

### **10. Sick Leave**

- 10.1 Any full-time, temporary or part-time teacher shall be entitled to be paid sick leave in respect of any absence on account of illness or injury, subject to the following conditions and limitations:
- (a) For teachers in their first year of employment at an ECS Centre the period of sick leave shall not exceed fifteen (15) days; provided that a temporary teacher who has been employed for part only of any calendar year shall be entitled to sick leave in the ratio which the teacher's period of employment bears to the whole of the calendar year.

- (b) For teachers in their first year of employment at a Pre-School the period of sick leave shall not exceed five days in any term, but any sick leave not taken in any term may be taken during the remainder of the said year; provided that the maximum sick leave which may be taken during the first year of service shall not exceed fifteen days; and provided further that a temporary teacher shall be entitled to sick leave in accordance with the provisions of this paragraph and in that proportion of 15 days which his or her period of appointment bears to the school year of the School at which he or she is employed.
- (c) After the first year of service with an employer the period of sick leave, subject to subclause 10.2 of this clause, shall not exceed in any year of service, twenty-two working days on full pay followed by twenty-two working days on half pay.
- (d) A teacher shall not be entitled to sick leave for any period in respect of which such teacher is entitled to workers compensation.
- (e) A teacher shall not be entitled to be paid sick leave unless the teacher notifies the employer of the ECS Centre or Pre-School (or such other person deputised by the employer) prior to the commencement of the first organised activity at the ECS Centre or Pre-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 employer or was unable to take such steps.
- (f) Other than in respect of the first two days absence in respect of sickness in any year a teacher shall, upon request, provide a medical certificate addressed to the employer. Notwithstanding the foregoing the employer may require other evidence of sickness.
- (g) Notwithstanding the provisions of this subclause, the sick leave entitlement of a part-time teacher shall be in that proportion which the teacher's number of hours of attendance in a week bears to the number of hours of attendance which a full-time teacher at the ECS Centre or Pre-School is normally required to attend.

10.2 Sick leave shall accumulate from year to year as follows:

- (a) Untaken sick leave entitlement in the first year of service with an employer shall not be accumulated.
- (b) Untaken sick leave entitlement in the second year of service with an employer and thereafter of up to twenty days on full pay and twenty days on half pay per year shall be accumulated to a maximum of four years of service provided that an employee shall only be entitled to the sick leave accumulated in respect of the four years of continuous service immediately.
- (c) The maximum accumulation shall not exceed eighty days on full pay and eighty days on half pay.
- (d) Accumulated sick leave days on full pay shall be taken prior to accumulated sick leave days on half pay.
- (e) 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.
- (f) A part-time teacher shall accumulate sick leave entitlements pursuant to this subclause in that proportion which the teacher's number of hours of attendance in a full ECS Centre or Pre-School week bears to the number of hours of attendance which a full-time teacher at the ECS Centre or Pre-School is normally required to attend.

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

Where the parties are unable to reach agreement the disputes and grievances procedure at Clause 20 should be followed.

### 11.2 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 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 subparagraph 11.1 (c) (ii) or paragraph 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. Other Leave

### 12.1 Maternity Leave

- (a) A teacher who applies for maternity leave under Division 1 of Part 4 of Chapter 2 of the *Industrial Relations Act 1996*, is granted maternity leave for a period of nine weeks or longer by the employer and commences maternity leave on or after 1 January 2009 shall be entitled to maternity leave in accordance with this sub-clause.
- (b) The maternity leave shall be paid for nine 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 nine weeks then the period of paid maternity leave shall be for such lesser 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) The parties agree to review the effect of this clause in the event of any legislation by either the Federal or State Government which provides a maternity allowance or similar payment, however named, or in the event that the operation of this clause is found to be discriminatory by an anti-discrimination tribunal.
- (g) 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.
- (h) Except as varied by this provision, Division 1 Part 4 of Chapter 2 of the *Industrial Relations Act 1996* shall continue to apply to both the employer and the teacher who has taken maternity leave in accordance with this sub clause.

#### 12.1.1 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.

#### 12.1.2 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.

### 12.1.3 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).

### 12.2 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 12.2(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 12.2(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 12.2(c) above.

### 12.3 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.

#### 12.4 Bereavement Leave

- (a) A teacher shall on the death within Australia 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 days.

A teacher may be required to provide his or her employer with satisfactory evidence of such death.

- (b) 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 or equivalent 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.
- (c) A teacher shall not be entitled to Bereavement Leave under this clause during any period in respect of which the teacher has been granted other leave.
- (d) Bereavement Leave may be taken in conjunction with other leave available under Clause 11. Where such other available leave is to be taken in conjunction with Bereavement Leave, consideration will be given to the circumstances of the teacher and the reasonable operational requirements of the employer.
- (e) Casual teachers 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 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 the intention to take this entitlement and may be required to provide the employer with satisfactory evidence of such death.
- (f) 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.

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.

#### 12.5 Examination Study Leave

A teacher, who for the purposes of furthering his or her teacher training, enrolls in any course at a recognised University, recognised College of Advanced Education or recognised Teacher Training 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.

#### 12.6 Long Service Leave

- (a) Except in so far as expressly varied by the provisions of this clause, the provisions of the *Long Service Leave Act 1955*, shall apply to teachers employed under this award.
- (b) In the case of a teacher who has completed with an employer five years service but less than ten years with an employer and whose services are terminated or cease for any reason, the teacher will be entitled to a proportionate amount on the basis of 8.6 weeks for ten years service (such service to include service with the employer as an adult and otherwise than as an adult).

### 12.7 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.

### 12.8 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.

## 13. Hours of Work for Teachers Employed in an ECS Centre

- 13.1 The ordinary working hours, inclusive of crib breaks, shall be an average of thirty-eight per week.
- 13.2 The ordinary hours of work for all teachers may be worked between the hours of 6.30am and 6.30pm, on any five days Monday to Saturday and subject to clause 8.6 shall not exceed 8 hours duration.
- 13.3 The method of implementation of the 38-hour week shall be by way of:
  - (a) a 19-day month;
  - (b) accumulation;
  - (c) by teachers working more than eight ordinary hours one or more days during the work cycle.
- 13.4 Method of Implementation of the 19-day month
  - (a) By agreement between the teacher and the employer, the teacher may fix one work day off in each four-week cycle as a rostered day off to the extent to which they are accrued pursuant to paragraph (b).
  - (b) Accrual
    - (i) A teacher shall accrue one (1) rostered day off for each twenty (20) days of service, one day of which is to be included in the annual leave entitlement.
    - (ii) Each day of paid leave taken including each public holiday and the annual holiday (but not including long service leave nor periods of service in non-term time) shall be regarded as a day worked for accrual purposes.
    - (iii) Notwithstanding the provisions of subparagraph (i) of this paragraph a teacher shall be entitled to no more than twelve (12) paid rostered days off in any twelve months consecutive employment.
    - (iv) A teacher who has not worked a complete four week cycle in order to accrue a rostered day off shall be paid a proportionate payment for each



- (c) Where P is the fortnightly salary payable to the teacher. A teacher shall be entitled to be paid on termination of employment for rostered days off which have been accumulated but not taken or entitlements pursuant to this paragraph at the rate of pay on the date of termination.

A teacher shall not be entitled to sick leave in respect of illness whilst on a rostered day off. In the event of a rostered day off falling on public holiday, the teacher and the employer shall agree on an alternative day off as a substitute.

(i) Rostering

- (a) A teacher shall be advised by the employer at least four weeks in advance of the day or days on which he or she is to be rostered off duty.
- (b) An individual teacher may, with the agreement of the employer, substitute the day he or she is rostered off duty for another day.

### 13.5 Part-time, Casual and Temporary Teachers

(a) Part-time Teachers

See clause 3.2 of clause 3, Salaries.

(b) Casual Teachers

A casual teacher shall be entitled to be paid an additional loading of 5 per cent pursuant to this clause in lieu of an entitlement to rostered days off.

(c) Temporary Teachers (Other than Part-time Teachers)

A temporary teacher, other than a part-time teacher, shall by agreement with the employer, and according to the period of the employment of the teacher, be entitled to either:

- (i) accumulate rostered days off in accordance with subclause 13.2 of this clause, or
- (ii) be paid an additional loading of 5 per cent pursuant to this clause in lieu of an entitlement to rostered days off.

### 13.6 Establishments Operating 41 to 47 Weeks Per Annum

Where an ECS Centre operates from 41 to 47 weeks per annum and a teacher receives in consequence more than four weeks paid leave per annum, then the teacher shall accrue rostered days off to a maximum of seven days in any twelve months of consecutive employment and any days accrued in excess of seven days in any twelve months period of employment shall be deemed to be subsumed into the period of paid leave in excess of four weeks.

Nothing in this clause shall entitle an employee who works less than 38 hours per week (inclusive of crib breaks) to accumulate rostered days off pursuant to this clause, and a teacher's conditions of employment shall not be downgraded as a consequence of this award.

## 14. Overtime and Time in Lieu - ECS Centres

- 14.1 All hours required by the employer to be worked outside the ordinary hours of work prescribed by Clause 13 Hours of Work including where a teacher is required to stay back to supervise children who have not been picked up or to cover staff absences but excluding the normal preparation and programming duties of a teacher, shall be paid at the rate of time and one half for the first two hours and double time thereafter. Provided that teachers may be required to attend up to a maximum of two hours per month and directors up 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 teachers may be required to attend such meetings outside of ordinary hours on a pro rata basis.

- 14.2 Provided that part time employees who agree to work in excess of their normal hours shall be paid at ordinary time for up to 8 (eight) hours provided that the additional time worked during ordinary hours of operation of the ECS centre. No part time employee shall be required to work for longer than 8 (eight) hours in any day without payment of overtime. Any additional hours shall be paid at overtime rates as per Clause 14.1.
- 14.3 Time Off in Lieu of Notice
- (a) By agreement between the teacher and the employer, a teacher may take time off in lieu of payment of overtime.
  - (b) Overtime taken as time off during ordinary hours shall be taken at the ordinary time rate, that is an hour off for each hour worked.
  - (c) An employer shall, if requested by a teacher, provide payment at the rate provided for in sub-clause 14.1, for any overtime worked where such time has not been taken within four weeks of accrual. Notwithstanding anything contained elsewhere in this clause, on notice from the employer a teacher must elect within six months of accrual, whether to take overtime worked as an overtime payment or as time off work at the ordinary rate of pay.

## 15. Miscellaneous

### 15.1 Crib Break

Not more than thirty minutes nor less than twenty minutes shall be allowed to teachers each day for a midday crib break. Such crib break shall be counted as time worked.

Provided however that a teacher may, by agreement with the employer, leave the premises during the crib break. Where such reasonable request has been made by the teacher, the employer shall give favourable consideration to any such request. Such time away from the premises shall not count as time worked.

See Children and Young Persons (Care and Protection) Act 1998 and the Children's Services Regulation 2004 or their replacement for provisions relating to supervision of children.

### 15.2 Professional Development, Training and Planning

- (a) Teachers are responsible for ensuring that they are aware of new developments in early childhood education. However, the parties recognise that continuing professional development of teachers is a joint responsibility of both the employer and the teacher.
- (b) The employer may request a teacher to attend any courses in non-term time or weekends. Such attendance shall be at the option of the teacher.
- (c) Should there be any form of disagreement between the parties the matter shall be dealt with in accordance with clause 20, Disputes and Grievance Procedures.

### 15.3 First Aid Certificate

- (a) Teachers shall be required to obtain and maintain an approved first aid certificate.
- (b) Teachers employed in an ECS Centre shall be granted paid leave to attend a first aid course or when a first aid course is in the teacher's own time, teachers will receive time in lieu at ordinary rate for course attendance time.
- (c) Teachers employed in Pre-Schools will attend such first aid course on the teacher's own time.

#### 15.4 Pre-Schools to be Ready for Operation

Teachers are responsible for ensuring that the pre-school is ready for operation on the first day of Term I in any year.

### 16. Anti Discrimination

- 16.1 It is the intention of the parties bound by this award to seek to achieve the objective of 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.
- 16.2 It follows that in fulfilling their obligations under the dispute resolution procedure prescribed by this award that parties have obligations to take all reasonable steps to ensure that the operations 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.
- 16.3 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.
- 16.4 Nothing in this clause is to be taken to affect:
- (a) any conduct or act which is specifically exempt for 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 on any State or federal jurisdiction.
- 16.5 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 that religion".

### 17. Union Representatives

- 17.1 The employer shall permit the union representative in the ECS Centre or Pre-School to post union notices relating to the holding of meetings on a staff room notice board.
- 17.2 The union representative shall be permitted in working hours to interview the employer on union business. Such interview shall take place at a time and place convenient to both parties.
- 17.3 Meetings of union members who are employed at the ECS Centre or Pre-School may be held on the premises at times and places reasonably convenient to both union members and the employer.

**18. Terms of Engagement and Information to be Provided to Teachers**

- 18.1 The employer shall provide all full-time and part-time teachers with a letter of appointment on engagement stating the classification and rate of salary on appointment, the hours of operation of the ECS Centre or Pre-School, the employee's entitlements to personal leave, annual leave and long service leave, the procedure as to alteration of days of attendance and notice on termination.
- 18.2 The employment of any teacher employed in a Pre-School (other than a temporary or casual teacher) shall not be terminated without at least four Pre-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 Pre-School term during which it is given, and shall expire either:
- (a) at the end of the said Pre-School term; or
  - (b) at least two weeks before the end of the said Pre-School term.
- 18.3 The employment of any teacher employed in an ECS Centre (other than a temporary or casual teacher) shall not be terminated without at least four weeks notice on either side or the payment of or forfeiture of four weeks salary in lieu of notice.
- 18.4 The employment of a temporary teacher employed for a period in excess of four weeks shall not be terminated except in accordance with the provisions of subclause 18.2 or 18.3 of this clause. In the case of a temporary teacher employed for a period less than four weeks, employment shall not be terminated without at least one week's notice on either side or the payment or forfeiture of one week's salary in lieu of notice.
- 18.5 The foregoing shall not affect the right of the employer to dismiss summarily any teacher for incompetence, misrepresentation, neglect of duty or other misconduct.
- 18.6 The employer may, if the employer deems it appropriate, provide a teacher of children with special needs with a letter of appointment which outlines the teacher's teaching load, days of attendance, and place of employment which may be varied throughout the period of engagement. Such variations would occur from time to time and with not less than four weeks notice or otherwise by agreement.
- 18.7 Upon the termination of service of a teacher other than a casual teacher the employer shall provide a statement of service setting out the length of service, the age of children taught, the positions held and any special and/or additional duties performed by such teacher.
- 18.8 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 his or her engagement provided that such request is made during or on termination of the casual engagement.
- 18.9 Where an employer proposes either:
- (a) to make alterations to the type of services provided by the ECS Centre or Pre-School in which a teacher is employed, or
  - (b) to transfer a teacher from the ECS Centre or Pre-School in which the teacher is employed,

which shall have the consequence that the provisions of this award will no longer apply to the teacher, the employer shall as soon as practicable in any case after a firm decision has been made, give the teacher notice of the change, and shall if the teacher so requests hold discussions:

- (i) with the teacher, or
- (ii) with a representative of the teacher,

as soon as practicable after making the decision and in any event not less than four weeks prior to the implementation of the decision.

18.10 The parties recognise that job share involves the following principles:

- (a) Job share for teachers shall mean dividing the one job so that job share teachers have equal responsibility or share responsibility.
- (b) The division of work has to be negotiated and mutually suitable to all parties.
- (c) Job share teachers are treated as part-time teachers and receive pro-rata entitlements.
- (d) If a job share teacher is ill, or on annual leave or a rostered day off, then the other teacher may be offered the day(s) or work by the employer. This work, if accepted, is to be paid at ordinary rates in accordance with clause 3, Salaries of this award.
- (e) If a job share teacher leaves the employment, the remaining teacher may be offered the residue of employment.

If the employer does not wish to offer the residue of employment or part thereof to the teacher, and the parties wish to continue the job share arrangement the employer may consult with the teacher about the implementation of a new arrangement, including the selection of a new teacher to fill the balance of the position. If the employer or the teacher does not propose to continue the job share arrangement the remaining teacher may be employed on a part time basis.

- (f) Adequate opportunities for consultation between job share teachers will be provided by the employer.
- (g) The employer may determine the number of job share positions in any centre.

## 19. Redundancy

See Part C of this award.

## 20. Disputes and Grievance Procedures

20.1 Procedures relating to grievances of individual employees

- (a) The employee shall notify the employer (in writing or otherwise) as to the substance of the grievance, request a meeting with the employer for bilateral discussions and state the remedy sought.
- (b) The grievance must initially be dealt with as close to its source as possible, with graduated steps for further discussion and resolution at higher levels of authority.
- (c) Reasonable time limits must be allowed for discussion at each level of authority.
- (d) At the conclusion of the discussions, the employer must provide a response to the employee's grievance, if the matter has not been resolved, including reasons for not implementing the 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.

20.2 Procedures for a dispute between an employer and the employees

- (a) A question, dispute or difficulty must initially be dealt with as close to its source as possible, with graduated steps for further discussion and resolution at higher levels of authority.
- (b) Reasonable time limits must be allowed for discussion at each level of authority.

- (c) While a procedure is being followed, normal work must continue.
- (d) The employer may be represented by an industrial organisation of employers or other representative and the employees may be represented by an industrial organisation of employees for the purposes of each procedure.

### **21. Savings Clause**

- 21.1 No teacher shall suffer a reduction in the salary enjoyed by that teacher as a result of the implementation of this award.
- 21.2 A teacher's conditions of employment, other than those provided in this award shall not be altered as a consequence of the introduction of this award.

### **22. Superannuation**

#### 22.1 Definitions

For the purpose of this clause:

- (a) "Basic earnings" for the purposes of this clause shall mean:
  - (i) the rate of salary prescribed from time to time by this award,
  - (ii) the amount of any allowance prescribed from time to time including the allowance payable to a Director or Authorised Supervisor and any shift loading, which may be payable pursuant to this award.
- (b) "Employee" means a teacher or Director or Authorised Supervisor, and includes casual, part-time, or temporary employee.
- (c) "HESTA" means the Health Employees Superannuation Trust Australia, established by Trust Deed Articles on 30 July 1987.
- (d) "ASSET" means the Australian Superannuation Savings Employment Trust constituted by deed made 14 October 1987.
- (e) "NCSF" means the National Catholic Superannuation Fund.
- (f) "NGS" means the Non-Government Schools Superannuation Fund Pty Ltd.

#### 22.2 Fund

- (a) For the purposes of this clause contributions made by employers in accordance with the provisions of subclause 22.3 of this clause, shall be as follows:
  - (i) the employer shall offer each employee a choice between HESTA, ASSET, NCSF or NGS;
  - (ii) the employee shall nominate the fund into which contributions shall be made.
- (b) Each employer shall become a participating employer in HESTA, ASSET, NCSF and/or NGS in accordance with the choice of employees of the employer.
- (c) Each employer shall become party to HESTA, ASSET, NCSF or NGS upon the acceptance of the respective Trustee of a Deed of Adoption, duly signed and executed by each employer and the respective Trustee.

- (d) An employee shall become eligible to join HESTA, ASSET, NCSF or NGS from the beginning of the first pay period commencing on or after the employee's date of engagement.

### 22.3 Benefits

- (a) Except as provided in paragraphs (c) and (d) and (h) of this subclause, each employer shall, in respect of each employee employed by it, pay contributions to the respective Trustee at the rate of nine per cent of the employee's basic earnings.
- (b) Contributions shall be paid at intervals and in accordance with the procedures and subject to the requirements of the respective Fund.
- (c) An employer shall not be required to make contributions pursuant to this clause in respect of an employee in respect of a period when that employee is absent from his or her employment without pay.
- (d) Part-time and Casual Employees

An employer shall pay contributions pursuant to this clause in respect of a part-time employee employed by them if the basic earnings of the employee exceed \$200 for that calendar month.

An employer shall pay contributions pursuant to this clause in respect of a casual employee employed by them for any calendar month in which the basic earnings of the employee exceed \$200 for that calendar month.

- (e) Where a new employee commences in employment, the employer shall advise the employee in writing of the employee's entitlements under this clause and of the action to be taken by the employee to obtain the benefit of those entitlements.
- (f) Notwithstanding the date upon which an employee signs an application form, contributions in accordance with paragraph (a) of this subclause shall be made from the date when the employee became eligible for membership.
- (g) An Employer shall not be required to make contributions pursuant to this clause in respect of an employee aged 75 or older. An employer shall not be required to make contributions pursuant to this clause in respect of employees aged 70 to 74 for periods where those employees have been employed for less than 40 hours in a 30 day period within the financial year during which the contributions would otherwise be made.

### 22.4 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.

### 22.5 Exemptions

Employers of employees who are eligible to become contributors to the following superannuation funds or any scheme/s replacing such funds shall be exempt from the provisions of this clause:

State Superannuation Fund  
 State Public Service Superannuation Scheme  
 Public Authorities Superannuation Scheme

## 23. Enterprise Consultation

Enterprises covered by this award shall establish a consultative mechanism and procedures appropriate to their size, structure and needs for consultation and negotiation on matters affecting their efficiency and productivity.

## 24. Labour Flexibility

- 24.1 An employer 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 classification structure of this award provided that such duties are not designed to promote deskilling.
- 24.2 An 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 in the use of such tools and equipment.
- 24.3 Any direction issued by an employer pursuant to subclauses 24.1 and 24.2 of this clause shall be consistent with the employer's responsibilities to provide a safe and healthy working environment.

## 25. Area, Incidence and Duration

- 25.1 This award shall apply to teachers employed in licensed child care centres under the *Children and Young Persons (Care and Protection) Act 1998*:
- (i) attached to or operated by a Catholic non-government school, but excluding the following Catholic schools:
    - St Vincent's College
    - Rosebank College
    - Stella Maris College
    - Kincoppal, Rose Bay
  - (ii) operated by a Catholic diocese, Catholic religious order or Catholic Parish; or
  - (iii) operated by the following organisations:
    - (a) Society of St Vincent de Paul;
    - (b) AMIGOSS Co-operative Ltd;
    - (c) Camperdown Child Care Centre Ltd;
    - (d) Wunanbiri Pre-School Inc.
- 25.3 It shall not apply to teachers employed under the Teachers (Non-Government Early Childhood Service Centres Other Than Pre-Schools) (State) Award 2006 published 19 May 2006 (359 I.G. 307) or the Teachers (Non-Government Pre-Schools) (State) Award 2006 published 19 May 2006 (359 I.G. 275), or their replacement.
- 25.4 This award replaces and rescinds the Teachers (Catholic Early Childhood Service Centres and Pre Schools) (State) Award 2006 published 28 November 2008 (366 I.G. 1428) and all variations thereof.
- 25.5 This award shall commence from 29 March 2009 and shall remain in force until 31 December 2011.

### NOTATION:

In the event that the Catholic Hierarchy, Province of Sydney, makes an application to vary this clause, such application shall be formally served on the Employers' Federation of New South Wales at the same time as other interested parties are served with the application.

## PART B

### MONETARY RATES

#### Table 1 - Rates of Pay

For Teachers Employed in an Early Childhood Service Centre



The following minimum rates shall apply from the first full pay period on or after the date specified.

Classification/ Incremental Salary Step	Salary as of 31 December 2008 \$	1 January 2009 4% \$	1 January 2010 4% \$	1 January 2011 4% \$
All Other Teachers Incremental Salary Step				
Step 1	33,551	34,893	36,289	37,741
Step 2	34,359	35,733	37,162	38,648
Step 3	35,266	36,677	38,144	39,670
Step 4	36,533	37,994	39,514	41,095
Step 5	38,077	39,600	41,184	42,831
Two Years Trained Teachers Incremental Salary Step				
Step 1	36,585	38,048	39,570	41,153
Step 2	40,532	42,153	43,839	45,593
Step 3	42,595	44,299	46,071	47,914
Step 4	44,819	46,612	48,476	50,415
Step 5	46,880	48,755	50,705	52,733
Step 6	49,014	50,975	53,014	55,135
Step 7	51,382	53,437	55,574	57,797
Step 8	52,677	54,784	56,975	59,254
Step 9	53,954	56,112	58,356	60,690
Three Years Trained Teachers Incremental Salary Step				
Step 1	42,154	43,840	45,594	47,418
Step 2	44,299	46,071	47,914	49,831
Step 3	46,616	48,481	50,420	52,437
Step 4	48,753	50,703	52,731	54,840
Step 5	50,973	53,012	55,132	57,337
Step 6	53,435	55,572	57,795	60,107
Step 7	54,782	56,973	59,252	61,622
Step 8	56,114	58,359	60,693	63,121
Step 9	58,348	60,682	63,109	65,633
Step 10	60,683	63,110	65,634	68,259
Step 11	62,319	64,812	67,404	70,100
Four Years Trained Teachers Incremental Salary Step				
Step 1	44,822	46,615	48,480	50,419
Step 2	47,601	49,505	51,485	53,544
Step 3	50,277	52,288	54,380	56,555
Step 4	53,244	55,374	57,589	59,893
Step 5	56,006	58,246	60,576	62,999
Step 6	58,348	60,682	63,109	65,633
Step 7	60,683	63,110	65,634	68,259
Step 8	63,312	65,844	68,478	71,217
Step 9	65,845	68,479	71,218	74,067

**Table 2 - Rates of Pay**  
**For Teachers Employed in a Pre-School**

The following minimum rates shall apply from the first full pay period on or after the date specified.

Classification/ Incremental Salary Step	Salary as of 31December 2008	Salary as of 1 January 2009 4%	Salary as of 1 January 2010 4%	Salary as of 1 January 2011 4%
Two Years Trained Teachers Incremental Salary Step				
Step 1	35,178	36,585	38,048	39,570
Step 2	38,972	40,531	42,152	43,838
Step 3	40,956	42,594	44,298	46,070
Step 4	43,097	44,821	46,614	48,479
Step 5	45,076	46,879	48,754	50,704
Step 6	47,131	49,016	50,977	53,016
Step 7	49,404	51,380	53,435	55,572
Step 8	50,649	52,675	54,782	56,973
Step 9	51,879	53,954	56,112	58,356
Step 10	53,282	55,413	57,630	59,935
Three Years Trained Teachers Incremental Salary Step				
Step 1	40,533	42,154	43,840	45,594
Step 2	42,595	44,299	46,071	47,914
Step 3	44,822	46,615	48,480	50,419
Step 4	46,880	48,755	50,705	52,733
Step 5	49,012	50,972	53,011	55,131
Step 6	51,382	53,437	55,574	57,797
Step 7	52,677	54,784	56,975	59,254
Step 8	53,955	56,113	58,358	60,692
Step 9	56,108	58,352	60,686	63,113
Sep 10	58,347	60,681	63,108	65,632
Step 11	59,924	62,321	64,814	67,407
Four Years Trained Teachers Incremental Salary Step				
Step 1	43,097	44,821	46,614	48,479
Step 2	45,766	47,597	49,501	51,481
Step 3	48,343	50,277	52,288	54,380
Step 4	51,199	53,247	55,377	57,592
Step 5	53,853	56,007	58,247	60,577
Step 6	56,108	58,352	60,686	63,113
Step 7	58,347	60,681	63,108	65,632
Step 8	60,878	63,313	65,846	68,480
Step 9	63,312	65,844	68,478	71,217

**Table 3 - Director's Allowances**

The following minimum rates shall apply from the first full pay period on or after the date specified.

Units	As of 31 December 2008 \$	1 January 2009 \$500 \$	1 January 2010 \$500 \$	1 January 2011 \$500 \$
1	4,804	5,304	5,804	6,304
2	5,866	6,366	6,866	7,366
3	7,323	7,823	8,323	8,823
4	9,144	9,644	10,144	10,644

**Table 4 - Other Rates and Allowances**

Item No	Clause No	Description	Amount
1	3.4(a)	Travel Allowance	51 cents per kilometre

**Table 5 - Authorised Supervisor's Allowance (Clause 6.3(i) & (ii))**

The following minimum rates shall apply from the first full pay period on or after the date specified.

Units	As of 31 December 2008	1 January 2009 4% \$	1 January 2010 4% \$	1 January 2011 4% \$
1	1,508	1,568	1,631	1,696
2	1,841	1,915	1,992	2,072
3	2,303	2,395	2,491	2,591
4	2,878	2,993	3,113	3,238

**Table 6 - Authorised Supervisor's Allowance (Clause 6.3(ii))**

The following minimum rates shall apply from the first full pay period on or after the date specified.

Units	As of 31 December 2008 \$	1 January 2009 4% \$	1 January 2010 4% \$	1 January 2011 4% \$
1	3,018	3,139	3,265	3,396
2	3,683	3,830	3,983	4,142
3	4,604	4,788	4,980	5,179
4	5,754	5,984	6,223	6,472

## PART C

### REDUNDANCY

- 1.1 This Part shall apply in respect of full-time and part-time persons employed in the classifications specified by the Award.
- 1.2 This Part shall only apply to employers who employ 15 or more employees immediately prior to the termination of employment of employees.
- 1.3 Notwithstanding anything contained elsewhere in this award, the provisions of this part 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.

- 1.4 This Part 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.
2. Employers duty to Notify and Discuss
- 2.1 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.
- 2.2 The employer shall discuss with the employees effected and the union to which they belong the introduction of such changes and the likely effect on the employees and the measures taken to avert or mitigate the adverse effects of such changes.
- 2.3 ‘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.
3. Discussions before terminations
- 3.1 Where an employer has made a definite decision that the employer no longer wishes the job the employee has been doing done by anyone 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.
- 3.2 The discussions shall take place as soon as is practicable after the employer has made a definite decision which will invoke the provision of subclause 3.1 of this clause 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.
- 3.3 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 employees normally employed and the period over which the terminations are likely to be carried out. Provided that any employer shall not be required to disclose confidential information the disclosure of which would adversely affect the employer.
4. Notice for Changes in Production, Program, Organisation or Structure
- 4.1 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 clause 2 of this Part.
- 4.1.1 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

4.1.2 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.

4.1.3 Payment in lieu of the notice above shall be made if the appropriate notice period is not given. Provided that employment may be terminated by part of the period of notice specified and part payment in lieu thereof.

#### 4.2 Notice for Technological Change

This paragraph sets out the notice provisions to be applied to terminations by the employer for reasons arising from 'technology' in accordance with clause 2 of this part.

4.2.1 In order to terminate the employment of an employee the employer shall give to the employee 3 months notice of termination.

4.2.2 Payment in lieu of the notice above shall be made if the appropriate notice period is not given. Provided that employment may be terminated by part of the period of notice specified and part payment in lieu thereof.

4.2.3 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.

#### 4.3 Time off during the notice period

4.3.1 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.

4.3.2 If the employee has been allowed paid leave for more than one day during the notice period for the purpose of seeking other employment, 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.

#### 4.4 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.

#### 4.5 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.

#### 4.6 Notice to Centrelink

Where a decision has been made to terminate 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.

#### 4.7 Centrelink Employment Separation Certificate

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

## 4.8 Transfer to lower paid duties

Where an employee is transferred to lower paid duties for reasons set out in clause 2 of this part, 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 rate for the number of weeks of notice still owing.

## 5.0 Severance Pay

5.1 Where an employee is to be terminated pursuant to clause 4 of this part, subject to further order of the Industrial Relations Commission of New South Wales, the employer shall pay the following severance pay in respect of a continuous period of service:

5.1.1 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

5.1.2 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 and Over Entitlement
Less than 1 year	Nil
1 year and less than 2 years	5 weeks
2 years and less than 3 years	8.75 weeks
3 years and less than 4 years	12.5 weeks
4 years and less than 5 years	15 weeks
5 years and less than 6 years	17.5 weeks
6 years and over	20 weeks

5.1.3 'Weeks Pay' means the all purpose rate of pay for the employee concerned at the date of termination, and shall include, in addition to the ordinary rate of pay, over award payments, shift penalties and allowances provided for in the relevant award.

5.1.4 Where an employee is subject to a reduction of working hours of 6 or more hours per fortnight, the reduction will be treated as a partial redundancy. A pro rata payment will be made in accordance with the severance payments set out in paragraphs 5.1.1 and 5.1.2 above.

## 5.2 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 5.1.

The Commission shall have regard to such financial and other resources of the employer concerned as the Commission thinks relevant, and the probable effect paying the amount of severance pay in subclause 5.1 above will have on the employer.

5.3 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 5.1 if the employer obtains acceptable alternative employment for an employee.

M. J. WALTON J, *Vice-President*

---

Printed by the authority of the Industrial Registrar.

**THEATRE MANAGERS (STATE) AWARD**

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

Application by The Australian Workers' Union, New South Wales, Industrial Organisation of Employees.

(No. IRC 2254 of 2008)

Before Commissioner Cambridge

12 December 2008

**VARIATION**

1. Delete clause 4, State Wage Case Adjustment, of the award published 24 November 2000 (320 I.G. 543), and insert in lieu thereof the following:

**4. State Wage Case Adjustment**

The rates of pay in this award include the adjustments payable under the State Wage Case 2008. These adjustments may be offset against:

- (a) any equivalent overaward payments; and/or
- (b) award wage increases since 29 May 1991 other than safety net, State Wage Case, and minimum rates adjustments.
2. Delete Part B, Monetary Rates, and insert in lieu thereof the following:

**PART B****MONETARY RATES****Table 1 - Rates of Pay**

First Schedule -

- (i) Cinemas in the central city areas of the Cities of Sydney and Newcastle.
- (ii) Any cinemas regularly giving three or more performances daily.

Classification	Current Amount \$	SWC 2008 Adjustment \$	SWC 2008 Amount \$
Manager	667.70	26.70	694.40
Assistant Manager	611.50	24.46	636.00

Second Schedule - Cinemas other than those in sub-clause (i) of the first schedule hereof, giving two performances daily or nightly.

Classification	Current Amount \$	SWC 2008 Adjustment \$	SWC 2008 Amount \$
Manager	657.00	26.28	683.30
Assistant Manager	586.70	23.47	610.20



Third Schedule - Cinemas other than those of the First and Second Schedules hereof, giving performances on six or seven nights per week, with one or more day time performances.

Classification	Current Amount \$	SWC 2008 Adjustment \$	SWC 2008 Amount \$
Manager	629.60	25.18	654.80
Assistant Manager	570.80	22.83	593.60

Fourth Schedule - Cinemas other than those of First, Second and Third Schedules hereof, provided, however, that cinemas giving not more than one performance per week shall be excluded from the provisions of this award.

Classification	Current Amount \$	SWC 2008 Adjustment \$	SWC 2008 Amount \$
Manager	601.70	24.06	625.80

Fifth Schedule - All Schedules:

Classification	Current Amount \$	SWC 2008 Adjustment \$	SWC 2008 Amount \$
Trainee Manager	534.20	21.37	555.60

**Table 2 - Other Rates and Allowances**

Item No.	Clause No.	Brief Description	Amount \$
		Management of:	
1	8 (a)	Confectionery, snack/licensed liquor bar, ordering supplies, supervision of staff, checking and banking takings	26.90 per week
2	8 (b)	Checking and banking takings, other duties of minor nature regarding confectionery, snack/licensed liquor bar	11.55 per week
3	8 (c)	Appointment licensee and holder of liquor license, accepts responsibility under State Liquor Act	20.00 per week
4	9 (b)	Intermittent Manager (one-fifth of weekly rate multiplied by number of days plus 15 per cent) with a minimum additional	27.65 per week
5	10 (b)	Casual employee engaged to work when performance takes place (with a minimum payment as for four and a quarter hours)	3.05 per hour
		Clothing and footwear allowance:	
6	20 (a)	Where dinner dress is required to be worn for one/two nights in the week	1.60 per night
7	20 (a)	On three or more nights in the week	7.80 per week
8	21 (b)	Travelling and incidental expenses	89.90 per day
9	21 (b)	Maximum	440.00 per week
10	22 (a)	Locomotion allowance	0.62 per km
11	22 (b)	Manager of more than one theatre travelling from one to the other	0.65 per km

Note: These allowances are contemporary for expense related allowances as at 30 March 2008 and for work related allowances are inclusive of adjustments in accordance with the June 2008 State Wage Decision of the Industrial Relations Commission of New South Wales.

3. This variation shall take effect from the first full pay period to commence on or after 12 December 2008.

I. W. CAMBRIDGE, Commissioner

---

Printed by the authority of the Industrial Registrar.

(1017)

**SERIAL C7019****THEATRICAL EMPLOYEES (TRAINING WAGE) (STATE) AWARD**

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

Application by The Australian Workers' Union, New South Wales, Industrial Organisation of Employees.

(No. IRC 67 of 2009)

Before Commissioner Ritchie

20 February 2009

**VARIATION**

1. Delete subclause (d), of clause 7, Wages, of the award published 8 February 2002 (331. I.G. 198), and insert in lieu thereof the following:
  - (d) The rates of pay in this award include the adjustments payable under the State Wage Case 2006. These adjustments may be offset against:
    - (i) any equivalent overaward payments, and/or
    - (ii) award wage increases since 29 May 1991 other than safety net, State Wage Case, and minimum rates adjustments.
  
2. Delete paragraph (ii) of subclause (k) of the said clause 7, and insert in lieu thereof the following:
  - (ii) Wage Rates for Certificate IV Traineeships
    - (a) Trainees undertaking an AQF IV traineeship shall receive the relevant weekly wage rate for AQF III trainees at Industry/Skill Levels A,B, or C as applicable with the addition of 3.8 per cent of that wage rate.
    - (b) An adult trainee who is undertaking a traineeship for an AQF IV qualification shall receive the following weekly wage as applicable based on the allocation of AQF III qualifications:

Industry/Skill Level	First Year of Traineeship \$	Second Year of Traineeship \$
Industry/Skill Level A	487.00	506.00
Industry/Skill Level B	468.00	486.00
Industry/Skill Level C	421.00	437.00

3. Delete Part B, Monetary Rates, and insert in lieu thereof the following:

## PART B

### MONETARY RATES

**Table 1 - Weekly Rates - Industry/Skill Level A**

Where the accredited training course and work performed are for the purpose of generating skills which have been defined for work at Skill Level A.

	Highest year of schooling completed		
	Year 10 \$	Year 11 \$	Year 12 \$
School Leaver	229.00	252.00	303.00
Plus 1 year out of school	252.00	303.00	352.00
Plus 2 years	303.00	352.00	410.00
Plus 3 years	352.00	410.00	469.00
Plus 4 years	410.00	469.00	469.00
Plus 5 years or more	469.00	469.00	469.00

The average proportion of time spent in Structured Training which has been taken into account in setting the above rates is 20 per cent.

**Table 2 - Weekly Rates - Industry/Skill Level B**

Where the accredited training course and work performed are for the purpose of generating skills which have been defined for work at Skill Level B.

	Highest year of schooling completed		
	Year 10 \$	Year 11 \$	Year 12 \$
School Leaver	229.00	252.00	293.00
Plus 1 year out of school	252.00	293.00	337.00
Plus 2 years	293.00	337.00	396.00
Plus 3 years	337.00	396.00	451.00
Plus 4 years	396.00	451.00	451.00
Plus 5 years or more	451.00	451.00	451.00

The average proportion of time spent in structured training which has been taken into account in setting the above rates is 20 per cent.

**Table 3 - Weekly Rates - Industry/Skill Level C**

Where the accredited training course and work performed are for the purpose of generating skills which have been defined for work at Skill Level C.

	Highest year of schooling completed		
	Year 10 \$	Year 11 \$	Year 12 \$
School Leaver	229.00	252.00	289.00
Plus 1 year out of school	252.00	289.00	325.00
Plus 2 years	289.00	325.00	363.00
Plus 3 years	325.00	363.00	406.00
Plus 4 years	363.00	406.00	406.00
Plus 5 years or more	406.00	406.00	406.00

The average proportion of time spent in structured training which has been taken into account in setting the above rates is 20 per cent.

**Table 4 - School-Based Traineeships**

	Year of Schooling	
	Year 11 \$	Year 12 \$
School based Traineeships Skill Levels A, B and C	229.00	252.00

The average proportion of time spent in structured training which has been taken into account in setting the above rates is 20 per cent.

**Table 5 - Hourly Rates for Trainees who Have Left School**

Skill Level A	Year 10 \$	Year 11 \$	Year 12 \$
School leaver	7.53	8.29	9.97
Plus 1 year after leaving school	8.29	9.97	11.58
Plus 2 years	9.97	11.58	13.49
Plus 3 years	11.58	13.49	15.43
Plus 4 years	13.49	15.43	15.43
Plus 5 years or more	15.43	15.43	15.43
<b>Skill Level B</b>			
School leaver	7.53	8.29	9.64
Plus 1 year after leaving school	8.29	9.64	11.09
Plus 2 years	9.64	11.09	13.03
Plus 3 years	11.09	13.03	14.84
Plus 4 years	13.03	14.84	14.84
Plus 5 years or more	14.84	14.84	14.84
<b>Skill Level C</b>			
School leaver	7.53	8.29	9.51
Plus 1 year after leaving school	8.29	9.51	10.69
Plus 2 years	9.51	10.69	11.94
Plus 3 years	10.69	11.94	13.36
Plus 4 years	11.94	13.36	13.36
Plus 5 years or more	13.36	13.36	13.36

**Table 6 - Hourly Rates for School-Based Traineeships**

	Year of Schooling	
	Year 11 \$	Year 12 \$
Skills levels A, B and C	7.53	8.29

4. This variation shall take effect from the first full pay period to commence on or after 20 February 2009.

D.W. RITCHIE, Commissioner

(1017)

**SERIAL C7050****THEATRICAL EMPLOYEES (TRAINING WAGE) (STATE) AWARD**

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

Application by The Australian Workers' Union, New South Wales, Industrial Organisation of Employees.

(No. IRC 67 of 2009)

Before Commissioner Ritchie

20 February 2009

**VARIATION**

1. Delete subclause (d), of clause 7, Wages, of the award published 8 February 2002 (331. I.G. 198), and insert in lieu thereof the following:
  - (d) The rates of pay in this award include the adjustments payable under the State Wage Case 2007. These adjustments may be offset against:
    - (i) any equivalent overaward payments, and/or
    - (ii) award wage increases since 29 May 1991 other than safety net, State Wage Case, and minimum rates adjustments.
  
2. Delete paragraph (ii) of subclause (k) of the said clause 7, and insert in lieu thereof the following:
  - (ii) Wage Rates for Certificate IV Traineeships
    - (a) Trainees undertaking an AQF IV traineeship shall receive the relevant weekly wage rate for AQF III trainees at Industry/Skill Levels A,B, or C as applicable with the addition of 3.8 per cent of that wage rate.
    - (b) An adult trainee who is undertaking a traineeship for an AQF IV qualification shall receive the following weekly wage as applicable based on the allocation of AQF III qualifications:

Industry/Skill Level	First Year of Traineeship \$	Second Year of Traineeship \$
Industry/Skill Level A	503.00	522.00
Industry/Skill Level B	485.00	503.00
Industry/Skill Level C	438.00	455.00

3. Delete Part B, Monetary Rates, and insert in lieu thereof the following:

## PART B

### MONETARY RATES

**Table 1 - Weekly Rates - Industry/Skill Level A**

Where the accredited training course and work performed are for the purpose of generating skills which have been defined for work at Skill Level A.

	Highest year of schooling completed		
	Year 10 \$	Year 11 \$	Year 12 \$
School Leaver	237.00	261.00	313.00
Plus 1 year out of school	261.00	313.00	364.00
Plus 2 years	313.00	364.00	424.00
Plus 3 years	364.00	424.00	485.00
Plus 4 years	424.00	485.00	485.00
Plus 5 years or more	485.00	485.00	485.00

The average proportion of time spent in Structured Training which has been taken into account in setting the above rates is 20 per cent.

**Table 2 - Weekly Rates - Industry/Skill Level B**

Where the accredited training course and work performed are for the purpose of generating skills which have been defined for work at Skill Level B.

	Highest year of schooling completed		
	Year 10 \$	Year 11 \$	Year 12 \$
School Leaver	237.00	261.00	303.00
Plus 1 year out of school	261.00	303.00	349.00
Plus 2 years	303.00	349.00	410.00
Plus 3 years	349.00	410.00	467.00
Plus 4 years	410.00	467.00	467.00
Plus 5 years or more	467.00	467.00	467.00

The average proportion of time spent in structured training which has been taken into account in setting the above rates is 20 per cent.

**Table 3 - Weekly Rates - Industry/Skill Level C**

Where the accredited training course and work performed are for the purpose of generating skills which have been defined for work at Skill Level C.

	Highest year of schooling completed		
	Year 10 \$	Year 11 \$	Year 12 \$
School Leaver	237.00	261.00	300.00
Plus 1 year out of school	261.00	300.00	338.00
Plus 2 years	300.00	338.00	377.00
Plus 3 years	338.00	377.00	422.00
Plus 4 years	377.00	422.00	422.00
Plus 5 years or more	422.00	422.00	422.00

The average proportion of time spent in structured training which has been taken into account in setting the above rates is 20 per cent.

**Table 4 - School-Based Traineeships**

	Year of Schooling	
	Year 11 \$	Year 12 \$
School based Traineeships Skill Levels A, B and C	237.00	261.00

The average proportion of time spent in structured training which has been taken into account in setting the above rates is 20 per cent.

**Table 5 - Hourly Rates for Trainees who Have Left School**

Skill Level A	Year 10 \$	Year 11 \$	Year 12 \$
School leaver	7.80	8.59	10.30
Plus 1 year after leaving school	8.59	10.30	11.97
Plus 2 years	10.30	11.97	13.95
Plus 3 years	11.97	13.95	15.95
Plus 4 years	13.95	15.95	15.95
Plus 5 years or more	15.95	15.95	15.95
<b>Skill Level B</b>			
School leaver	7.80	8.59	9.97
Plus 1 year after leaving school	8.59	9.97	11.48
Plus 2 years	9.97	11.48	13.49
Plus 3 years	11.48	13.49	15.36
Plus 4 years	13.49	15.36	15.36
Plus 5 years or more	15.36	15.36	15.36
<b>Skill Level C</b>			
School leaver	7.80	8.59	9.87
Plus 1 year after leaving school	8.59	9.87	11.12
Plus 2 years	9.87	11.12	12.40
Plus 3 years	11.12	12.40	13.88
Plus 4 years	12.40	13.88	13.88
Plus 5 years or more	13.88	13.88	13.88

**Table 6 - Hourly Rates for School-Based Traineeships**

	Year of Schooling	
	Year 11 \$	Year 12 \$
Skills levels A, B and C	7.80	8.59

4. This variation shall take effect from the first full pay period to commence on or after 20 August 2009.

D.W. RITCHIE, Commissioner



(1017)

**SERIAL C7051****THEATRICAL EMPLOYEES (TRAINING WAGE) (STATE) AWARD**

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

Application by The Australian Workers' Union, New South Wales, Industrial Organisation of Employees.

(No. IRC 67 of 2009)

Before Commissioner Ritchie

20 February 2009

**VARIATION**

1. Delete subclause (d), of clause 7, Wages, of the award published 8 February 2002 (331. I.G. 198), and insert in lieu thereof the following:
  - (d) The rates of pay in this award include the adjustments payable under the State Wage Case 2008. These adjustments may be offset against:
    - (i) any equivalent overaward payments, and/or
    - (ii) award wage increases since 29 May 1991 other than safety net, State Wage Case, and minimum rates adjustments.
  
2. Delete paragraph (ii) of subclause (k) of the said clause 7, and insert in lieu thereof the following:
  - (ii) Wage Rates for Certificate IV Traineeships
    - (a) Trainees undertaking an AQF IV traineeship shall receive the relevant weekly wage rate for AQF III trainees at Industry/Skill Levels A, B, or C as applicable with the addition of 3.8 per cent of that wage rate.
    - (b) An adult trainee who is undertaking a traineeship for an AQF IV qualification shall receive the following weekly wage as applicable based on the allocation of AQF III qualifications:

Industry/Skill Level	First Year of Traineeship \$	Second Year of Traineeship \$
Industry/Skill Level A	523.00	543.00
Industry/Skill Level B	504.00	523.00
Industry/Skill Level C	456.00	473.00

3. Delete Part B, Monetary Rates, and insert in lieu thereof the following:

## PART B

### MONETARY RATES

**Table 1 - Weekly Rates - Industry/Skill Level A**

Where the accredited training course and work performed are for the purpose of generating skills which have been defined for work at Skill Level A.

	Highest year of schooling completed		
	Year 10 \$	Year 11 \$	Year 12 \$
School Leaver	246.00	271.00	326.00
Plus 1 year out of school	271.00	326.00	379.00
Plus 2 years	326.00	379.00	441.00
Plus 3 years	379.00	441.00	504.00
Plus 4 years	441.00	504.00	504.00
Plus 5 years or more	504.00	504.00	504.00

The average proportion of time spent in Structured Training which has been taken into account in setting the above rates is 20 per cent.

**Table 2 - Weekly Rates - Industry/Skill Level B**

Where the accredited training course and work performed are for the purpose of generating skills which have been defined for work at Skill Level B.

	Highest year of schooling completed		
	Year 10 \$	Year 11 \$	Year 12 \$
School Leaver	246.00	271.00	315.00
Plus 1 year out of school	271.00	315.00	363.00
Plus 2 years	315.00	363.00	426.00
Plus 3 years	363.00	426.00	486.00
Plus 4 years	426.00	486.00	486.00
Plus 5 years or more	486.00	486.00	486.00

The average proportion of time spent in structured training which has been taken into account in setting the above rates is 20 per cent.

**Table 3 - Weekly Rates - Industry/Skill Level C**

Where the accredited training course and work performed are for the purpose of generating skills which have been defined for work at Skill Level C.

	Highest year of schooling completed		
	Year 10 \$	Year 11 \$	Year 12 \$
School Leaver	246.00	271.00	312.00
Plus 1 year out of school	271.00	312.00	352.00
Plus 2 years	312.00	352.00	392.00
Plus 3 years	352.00	392.00	439.00
Plus 4 years	392.00	439.00	439.00
Plus 5 years or more	439.00	439.00	439.00

The average proportion of time spent in structured training which has been taken into account in setting the above rates is 20 per cent.

**Table 4 - School-Based Traineeships**

	Year of Schooling	
	Year 11 \$	Year 12 \$
School based Traineeships Skill Levels A, B and C	246.00	271.00

The average proportion of time spent in structured training which has been taken into account in setting the above rates is 20 per cent.

**Table 5 - Hourly Rates for Trainees who Have Left School**

Skill Level A	Year 10 \$	Year 11 \$	Year 12 \$
School leaver	8.09	8.91	10.72
Plus 1 year after leaving school	8.91	10.72	12.47
Plus 2 years	10.72	12.47	14.51
Plus 3 years	12.47	14.51	16.58
Plus 4 years	14.51	16.58	16.58
Plus 5 years or more	16.58	16.58	16.58
<b>Skill Level B</b>			
School leaver	8.09	8.91	10.36
Plus 1 year after leaving school	8.91	10.36	11.94
Plus 2 years	10.36	11.94	14.01
Plus 3 years	11.94	14.01	15.99
Plus 4 years	14.01	15.99	15.99
Plus 5 years or more	15.99	15.99	15.99
<b>Skill Level C</b>			
School leaver	8.09	8.91	10.26
Plus 1 year after leaving school	8.91	10.26	11.58
Plus 2 years	10.26	11.58	12.89
Plus 3 years	11.58	12.89	14.44
Plus 4 years	12.89	14.44	14.44
Plus 5 years or more	14.44	14.44	14.44

**Table 6 - Hourly Rates for School-Based Traineeships**

	Year of Schooling	
	Year 11 \$	Year 12 \$
Skills levels A, B and C	8.09	8.91

4. This variation shall take effect from the first full pay period to commence on or after 20 February 2010.

D.W. RITCHIE, Commissioner

**SERIAL C7088**

## **LOCAL GOVERNMENT (STATE) INDUSTRIAL COMMITTEE**

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

Application by The Local Government Engineers' Association of New South Wales, industrial organisation of employees.

(No. IRC 725 of 2009)

The Honourable Mr Justice Staff

1 June 2009

### **ORDER**

The Commission orders that -

1. There be established a new Local Government Industrial Committee for the Industries and Callings of Engineering professionals working in NSW local government who are employed under the Local Government (State) Award.
2. The said Industrial Committee shall consist of one (1) representative of employers and one (1) representative of employees.
3. The representative of employers shall be appointed, upon nomination as prescribed, by the Local Government Association of New South Wales. The Shires Association of New South Wales shall have alternate nominating rights to sit as a member of the said Industrial Committee in place of the member appointed upon the nomination of the Local Government Association of New South Wales.
4. The representative of employees shall be appointed, upon nomination as prescribed, by The Local Government Engineers' Association of New South Wales. The United Services Union shall have alternate nominating rights to sit as a member of the said Industrial Committee in place of the member appointed upon the nomination of The Local Government Engineers' Association of New South Wales.
5. This order shall take effect from 1 June 2009 for a period of three (3) years.

C. G. STAFF J.

---

Printed by the authority of the Industrial Registrar.

**SERIAL C7075**

**RUBBER WORKERS (STATE) INDUSTRIAL COMMITTEE**

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

Application by National Union of Workers, New South Wales Branch an industrial organisation of employees.

(No. IRC 2156 of 2008)

The Honourable Mr Justice Staff

21 November 2008

**ORDER**

The Commission orders that -

1. The duration of the Industrial Committee, known as the Rubber Workers (State) Industrial Committee published 26 September 2003 (341.I.G.598), and established on 19 November 2002, be extended to the 19 November 2011.
2. This order shall take effect on and from 21 November 2008.

C. G. STAFF *J.*

---

Printed by the authority of the Industrial Registrar.

**ENTERPRISE AGREEMENTS APPROVED  
BY THE INDUSTRIAL RELATIONS COMMISSION**

(Published pursuant to s.45(2) of the *Industrial Relations Act 1996*)

**EA09/18 - Woollahra Municipal Council Beach Cleaners Enterprise Agreement 2009**

**Made Between:** Woollahra Municipal Council -&- the New South Wales Local Government, Clerical, Administrative, Energy, Airlines & Utilities Union.

**New/Variation:** New.

**Approval and Commencement Date:** Approved and commenced 5 June 2009.

**Description of Employees:** The agreement applies to Beach Cleaning Operational Workers whether or not they are members of the NSW Local Government Clerical, Administrative, Energy, Airlines and Utilities Union, employees employed by Woollahra Municipal Council, located at 536, New South Head Road Double Bay NSW 2038, who fall within the coverage of the Local Government (State) Award 2007.

**Nominal Term:** 36 Months.

**EA09/19 - Woollahra Municipal Council Business Centres Enterprise Agreement 2009**

**Made Between:** Woollahra Municipal Council -&- the New South Wales Local Government, Clerical, Administrative, Energy, Airlines & Utilities Union.

**New/Variation:** Replaces EA05/291.

**Approval and Commencement Date:** Approved and commenced 5 June 2009.

**Description of Employees:** The agreement applies to Business Centre Team Leaders, Businessss Centres Operational Workers, employed by Woollahra Municipal Council, located at 536 New South Head Road, Double Bay NSW 2028, who fall within the coverage of the Local Government (State) Award 2007.

**Nominal Term:** 36 Months.

**EA09/20 - CatholicCare (Diocese of Maitland-Newcastle) Aged Care Enterprise Agreement 2008-2009**

**Made Between:** Catholic Care - Diocese of Maitland-Newcastle -&- the Health Services Union, New South Wales Nurses' Association.

**New/Variation:** New.

**Approval and Commencement Date:** Approved and commenced 19 December 2008.

**Description of Employees:** The agreement applies to all employees employed by CatholicCare - Diocese of Maitland-Newcastle, located at 841 Hunter Street, Newcastle West, who fall within the coverage of the Charitable Aged and Disability Care Services (State) Award and the Nursing Homes, &c., Nurses' (State) Award.

**Nominal Term:** 11 Months.

**EA09/21 - Mosman Council Enterprise Agreement February 2009**

**Made Between:** Mosman Council -&- the New South Wales Local Government, Clerical, Administrative, Energy, Airlines & Utilities Union.

**New/Variation:** New.

**Approval and Commencement Date:** Approved 16 June 2009 and commenced 27 April 2009.

**Description of Employees:** The agreement applies to salaried staff employees employed by Mosman Council, located at Mosman Square, Group 1/35 (Civic Centre Staff working 35 hours), Group 1/36 (Civic Centre Staff working 36 hours) Group 1/PIO (Staff employed through a contract - Present Incumbent Only) and all staff who are employed by Council in the Environment and Planning Department, Corporate Services Department and the General Manager's Unit (the agreement does not apply to the General Manager or any Director of Mosman Council), who fall within the coverage of the Local Government (State) Award 2007.

**Nominal Term:** 36 Months.

**EA09/22 - Country Energy Managers and Specialists Enterprise Agreement 2009**

**Made Between:** Country Energy -&- the New South Wales Local Government, Clerical, Administrative, Energy, Airlines & Utilities Union.

**New/Variation:** Replaces EA06/175.

**Approval and Commencement Date:** Approved and commenced 2 June 2009.

**Description of Employees:** The agreement applies to all employees employed by Country Energy located at Queanbeyan NSW 2620, who are engaged in middle management and specialists roles, who fall within the coverage of the Country Energy Enterprise Award 2007.

**Nominal Term:** 36 Months.